



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, January 20, 2026, 7:00 P.M.

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

Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[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 2551 190 7314** 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 25511907314#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: January 16, 2026

- *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 persons with disabilities to participate in Council meetings. Persons requiring assistance or auxiliary aids should submit a request to the City Clerk’s Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 24 hours prior to the meeting.

Requests for Language Interpretation and Translation – Requests for language interpretation and translation may be arranged by submitting a request to the City Clerk’s Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 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 agenda 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-agenda 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

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CALL TO ORDER

DISCLOSURE OF PARTICIPATION BY TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953.8.3, IF APPLICABLE

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. Proclamation: National Human Trafficking Prevention Month
3. Certificates of Recognition for Enlistments to the United States Army, Air Force, Marines, and Navy

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of Minutes of the December 2, 2025 Regular Meeting and December 16, 2025 Special Meeting.

[1.A - 12-02-2025 - Regular Meeting Minutes.pdf](#)

[1.A - 12-16-2025 - Special Meeting Minutes.pdf](#)

- 1.B. Staff recommends that the City Council adopt a Resolution 1) authorizing the purchase of One (1) new 2025 Ditch Witch HX-30-A Vacuum Excavator from Charles Machine Works, Inc., Ditch Witch Division, utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of a Purchase Agreement in the amount of \$80,935 for the Parks, Recreation, and Community Services Department.

[1.B - Staff Report - Purchase Agreement with Charles Machine Works.pdf](#)

[1.B - Resolution - Purchase Agreement with Charles Machine Works.pdf](#)

- 1.C. Staff recommends that the City Council adopt a resolution 1) authorizing the purchase of one (1) 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 18' Flatbed Detail Trailer, and related accessories and supplies from Mark Rite Lines Equipment Company, Inc. utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of the Purchase Agreement in the amount of \$147,129.

[1.C - Staff Report - Purchase Agreement with Mark Rite Lines.pdf](#)

[1.C - Resolution - Purchase Agreement with Mark Rite Lines.pdf](#)

- 1.D. The Environmental Sustainability Commission and staff recommend that the City Council adopt a Resolution approving Amendment No. 1 to the Environmental Sustainability Commission Bylaws.

[1.D - Staff Report - ESC Bylaws Amendment 1.pdf](#)
[1.D - Resolution - ESC Bylaws Amendment 1.pdf](#)

- 1.E. Staff recommends that the City Council adopt a resolution accepting the City of Tracy's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2025.

[1.E - Staff Report - FY25 ACFR.pdf](#)
[1.E - Resolution - FY25 ACFR.pdf](#)

- 1.F. Staff recommends that the Tracy City Council consider and adopt the Ordinance entitled "An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues)."

[1.F - Staff Report - CFD Avenues Ordinance 2nd Read.pdf](#)
[1.F - Ordinance - CFD Avenues Ordinance 2nd Read.pdf](#)

- 1.G. Staff recommends that the City Council adopt an Ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements.

[1.G - Staff Report - Ordinance 2nd Read - CBD DGG.pdf](#)
[1.G - Ordinance - CBD DGG.pdf](#)

- 1.H. Staff recommends that the City Council adopt an Ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code, to establish speed limits on specific street segments in accordance with the California Vehicle Code.

[1.H - Staff Report - Ordinance 2nd Read - Engineering and Traffic Speed Survey.pdf](#)
[1.H - Ordinance - Engineering and Traffic Speed Survey.pdf](#)

- 1.I. Staff recommends that the City Council adopt a resolution approving an On-Call List for Architectural Design Services for five years.

[1.I - Staff Report - On Call List for Architectural Design Services.pdf](#)
[1.I - Resolution - On Call List for Architectural Design Services.pdf](#)

- 1.J. Staff recommends that the City Council adopt a resolution (1) accepting offsite improvements for Phase 1 of the Valpico Road Improvement Plans for Tracy Village – Tract 3917 as complete and assuming all future operations and maintenance, (2) approving a Public Landscape Maintenance Agreement between the City of Tracy and Toll West, Inc., a Delaware Corporation, for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development, a Delaware Corporation, (3) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, and (4) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

[1.J - Staff Report - Accept Valpico Rd.pdf](#)

[1.J - Resolution - Accept Valpico Rd.pdf](#)

- 1.K. Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Tracy and the Jefferson School District for the funding of supplies for the Drug Abuse Resistance Education (DARE) program in the amount of \$7,000 annually and appropriating to the Police Department Operational Budget starting fiscal year 2025-2026.

[1.K - Staff Report - DARE MOU.pdf](#)

[1.K - Resolution - DARE MOU.pdf](#)

- 1.L. Staff recommends that the City Council adopt a resolution authorizing and approving (1) a Professional Services Agreement with the Jefferson School District for School Resource Officer services for the utilization of one (1) Tracy Police Officer to serve as a School Resource Officer for a term of four years, July 1, 2025 to June 30, 2029 and a not to exceed amount of \$800,000 and (2) authorizing the agreement retroactively to July 1, 2025.

[1.L - Staff Report - Jefferson SRO.pdf](#)

[1.L - Resolution - Jefferson SRO.pdf](#)

- 1.M. Staff recommends that the City Council adopt a resolution, (1) accepting public improvements for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084, as complete, and assume responsibility for future operations, maintenance, and repairs, (2) authorizing the City Engineer to release Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion with the San Joaquin County Recorder's Office.

[1.M - Staff Report - Acceptance of Tracy Hills Villages 9A and 9B.pdf](#)

[1.M - Resolution - Acceptance of Tracy Hills Villages 9A and 9B.pdf](#)

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARINGS

3.A. Staff recommends that the City Council conduct a public hearing and following such hearing:

1. Adopt a Resolution Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code; and

2. Waive the First Reading by Substitution of Title and Introduce an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01 – Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.

[3.A - Staff Report - Districting Map Adoption and By-District Elections.pdf](#)

[3.A - Informe del personal - Distritacion Adopcion del Mapa y Elecciones por Distrito.pdf](#)

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

1. Adopt a Resolution determining that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption); and

2. Waive the first reading by substitution of title and introduce an ordinance to repeal in its entirety and readopt Article 36.5 – Density Bonus, of Chapter 10.08 of the Tracy Municipal Code.

[3.B - Staff Report - Housing Element Density Bonus.pdf](#)

[3.B - Resolution - Housing Element Density Bonus.pdf](#)

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

1. Adopt a Resolution to (A) determine that the annexation of the property consisting of two parcels located north of Interstate 205 at the northwest corner of Tracy Boulevard and West Larch Road, having the San Joaquin County addresses of 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 (the "Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183; and (B) approve submittal of a petition to San Joaquin Local Agency Formation Commission (LAFCo) for annexation of the Property to the City of Tracy; and
2. Waive the first reading by substitution of title and introduce an ordinance that approves the pre-zoning of the Property to Community Recreation Support Services (CRS) Zone.

[3.C - Staff Report - GURU BAAZ Annexation.pdf](#)

[3.C - Presentation - GURU BAAZ Annexation.pdf](#)

3.D. Staff recommends that the Tracy City Council waive the first reading by substitution of title and introduce an Ordinance Amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences.

[3.D - Staff Report - Purchase Ordinance.pdf](#)

[3.D - Presentation - Purchase Ordinance.pdf](#)

4. REGULAR AGENDA

4.A. Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the Ten-Year Economic Development Strategic Plan.

[4.A - Staff Report - ED Update.pdf](#)

[4.A - Presentation - ED Update.pdf](#)

4.B. Staff recommends that the City Council approve the selection of the City owned property located at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility.

[4.B - Staff Report - Transit Maintenance Facility Site Selection.pdf](#)

[4.B - Resolution - Transit Maintenance Facility Site Selection.pdf](#)

[4.B - Presentation - Transit Maintenance Facility Site Selection.pdf](#)

- 4.C. Staff recommends that the City Council: (1) adopt a Resolution of Intention to approve an amendment to the contract between the City of Tracy and the Board of Administration of the Public Employees' Retirement System to end Section 20516 (Employees Sharing Additional Cost) of 3% for local Police members in the Tracy Police Officers Association, and (2) waive the first reading by substitution of title and introduce an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

[4.C - Staff Report - CALPERS Amendment.pdf](#)

[4.C - Resolution - CALPERS Amendment.pdf](#)

- 4.D. Staff recommends that the City Council discuss and, by motion, (1) appoint City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2026 and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027.

[4.D. - Staff Report- 2026 City Council Committee Appointments.pdf](#)

- 4.E. Adopt a Resolution approving the City's 2026 Biennial State Legislative Platform and 2026 Biennial Federal Legislative Platform (Platforms).

[4.E - Staff Report - 2026 Legislative Platforms.pdf](#)

[4.E - Resolution - 2026 Legislative Platforms.pdf](#)

[4.E - Presentation - 2026 Legislative Platforms.pdf](#)

- 4.F. Discuss whether the City Council would like to support the Polluters Pay Climate Superfund Act and, if so, by motion adopt resolution of the City of Tracy supporting the Polluters Pay Climate Superfund Act.

[4.F - Staff Report - CCM Nygard Request for discussion Supporting Climate Superfund Act.pdf](#)

[4.F - Resolution - CCM Nygard Request for discussion Supporting Climate Superfund Act.pdf](#)

5. ITEMS FROM THE AUDIENCE
6. STAFF ITEMS
7. COUNCIL ITEMS AND COMMENTS
8. ADJOURNMENT

December 2, 2025, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy, CA

Web Site: www.cityoftracy.org

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

There were no actions taken pursuant to AB 2449.

Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. Mayor Arriola shared that he would be recusing himself from a portion of Agenda Item 4.C.

Mayor Arriola led the Pledge of Allegiance.

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

Midori Lichtwardt, City Manager, presented the Employee of the Month Award to Casey Marie Burnett, Administrative Assistant in the Human Resources Department.

Mayor Arriola presented the Great American Smokeout Day Proclamation to Mary Elizabeth and Vince Nallas from the San Joaquin County Public Health Services – Smoking and Tobacco Prevention Outreach Program.

Mayor Arriola presented Certificates of Recognition for Enlistments to the United State Army and Air Force: Luvia How (Army), Adriana N. Desrosier (Army), Jeremy A. Merrill (Army), Jay Kalia (Army), Steven McMillan (Air Force), Sarah Warden (Air Force), Logan Owen (Air Force), Emily Pepers (Air Force), Alfredo Hernandez (Air Force), Joshua Marquez (Air Force), Seth Aguilar (Air Force), Abasi Hunt (Air Force), Jasmine Pelayo (Air Force), Brian Saravia (Air Force), Joseph Galapon (Air Force), Christopher Alfonso (Air Force), and Aliyah Flatos (Air Force).

Mayor Arriola presented Certificates of Achievement for Drug Abuse Resistance Education (D.A.R.E.) Program Community Service Award Winners to the following individuals:

1000 or more Community Service Points

Alfredo Gallegos

Salvatore Ravello

Rayaan Gill

Costandi Wahhab

Zaheer Qasimi

Adelyn Tanty

Gabriella Chong

Abhinor Singh Sran

Sawera Ahmad

Annabel Hua

Issac Diaz

Aariz Mohammed

Deyar Darwazi

Matteo Guizar

Jeremiah Alexander

Reyansh Upadyayula

Honorah Agrawal

Romeo Ramirez

Lucas Ye

Nishka Shah

Yuvan Chiluvuru

Ryan Barnes

City Manager Lichtwardt announced that Item 4.D would be removed from the regular meeting agenda and heard at a later date due to illness of the employee that would be providing the presentation. City Manager Lichtwardt also announced that there were hardware issues which prevent the meeting from streaming on Facebook and Social Media and urged residents to watch the meeting on the website or on cable.

1. CONSENT CALENDAR – Mayor Pro Tem Abercrombie removed Item 1.R from the Consent Calendar for discussion.

ACTION: 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 all in favor; passed and so ordered.

- 1.A. Adoption of Minutes of the October 28, 2025, Special Meeting, November 4, 2025, Regular Meeting, and November 18, 2025, Special Meeting. – **Minutes were adopted**
- 1.B. Staff recommends that the City Council adopt a Resolution approving the execution of a General Services Agreement with SEAL Analytical, Inc. for the purchase, installation, and commissioning of the Biochemical Oxygen Demand (BOD) Analyzer instrument, in an amount not-to-exceed \$65,000 with a term ending March 31, 2028. – **Resolution 2025-292**
- 1.C. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Champion Courts, Inc. for on-call sports court resurfacing and repair services, in an amount not to exceed \$150,000 per fiscal year, and authorizing the City Manager to approve up to four one-year extensions. – **Resolution 2025-293**
- 1.D. Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Pace Supply Corp. for on-call procurement and delivery of drinking fountain services to the City for a not- to-exceed amount of \$75,000 per fiscal year and authorizing the City Manager to authorize up to four one-year extensions. – **Resolution 2025-294**
- 1.E. Staff recommends that the City Council, by resolution:
 - 1.reject all bids received on October 9, 2025, for the Generator and Automatic Transfer Switch Testing and Inspection Services project as non-responsive and non-responsible; and
 - 2.approve resubmittal of the Notice Inviting Bids for the Generator and Automatic Transfer Switch Testing and Inspection Services. – **Resolution 2025-295**

- 1.F. Staff recommends that the City Council adopt a resolution:
- (1) Approving an extension of the expiration date of the five-year General Services Agreement, executed on February 1, 2022, with Axon Enterprise, Inc to January 31, 2027; and
 - (2) Approving the increase of the original not-to-exceed amount from \$510,000 to \$710,000; and
 - (3) Authorizing the expiration extension and not-to-exceed increase retroactively to June 1, 2025. – **Resolution 2025-296**
- 1.G. Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Tournesol Siteworks LLC, for on-call procurement, sale, and delivery of park amenities to the City for a not-to-exceed amount of \$200,000 per fiscal year and authorizing the City Manager to grant up to four one-year extensions. – **Resolution 2025-297**
- 1.H. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with David Hall Masonry, Inc., for on-call masonry services, in an amount not-to-exceed \$75,000 per fiscal year, and authorizing the City Manager to grant up to four one-year extensions. – **Resolution 2025-298**
- 1.I. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with California Landscape Supply, Inc., for on-call top dressing and fir bark mulch procurement and delivery services, in an amount not -to-exceed \$200,000 per fiscal year, and authorizing the City Manager to grant up to four one-year extensions. – **Resolution 2025-299**
- 1.J. Staff recommends that the City Council adopt a resolution:
- (1) making a determination that compliance with the standard procurement procedures is not in the best interest of the City and dispense these requirements for the procurement of online legal research services for three (3) attorneys and three (3) non-attorneys.
 - (2) approving an agreement with Thomson Reuters (Westlaw) for these services for a total amount not to exceed \$67,000 over a three (3) year period (November 1, 2025, through October 31, 2028). – **Resolution 2025-300**

- 1.K. Staff recommends that the City Council, by motion, appoint Joseph Orcutt as the next qualified applicant from the existing eligibility list to fill the vacant position on the Environmental Sustainability Commission for the remainder of the current term, beginning on the date of appointment and expiring on December 31, 2027.
- 1.L. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Ranch Fence, Inc., for on-call fencing services, in an amount not-to-exceed \$75,000 per fiscal year, and authorizing the City Manager to grant up to four one-year extensions. – **Resolution 2025-301**
- 1.M. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Jet Mulch, Inc., for on-call playground wood fiber and mulch installation Services, in an amount not -to- exceed \$150,000 per fiscal year and authorizing the City Manager to approve up to four one-year extensions. – **Resolution 2025-302**
- 1.N. Staff recommends that the City Council adopt a Resolution authorizing the City Manager, or their designee, to execute all necessary loan, regulatory, and subordination agreements, and ancillary documents, and any non-material amendments, in a form approved by the City Attorney, between the City of Tracy, the Housing Authority of the County of San Joaquin, DCDC Tracy Apartments Phase I, LP, and New Point Real Estate Capital, LLC for the disbursement of a \$4,000,000 loan from Low and Moderate Income Housing Asset Fund monies and \$925,880 in federal HOME Investment Partnerships Program funds to support the development of the Tracy Senior Apartments Phase I Affordable Housing Project; and authorizing the City Manager or their designee to take all steps necessary to carry out the purpose and intent of this Resolution. – **Resolution 2025-303**
- 1.O. Staff recommends that the City Council adopt a Resolution authorizing an amendment to the Attorney-Client Fee Agreement with Liebert Cassidy Whitmore for an additional scope of work to conduct a comprehensive audit not to exceed \$100,000. – **Resolution 2025-304**
- 1.P. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute and act as the agent for the City to process the associated Grant documents for the awarded United States Department of Transportation Multimodal Project Discretionary Grant – Rural Grant Program for Fiscal Year 2025/2026. – **Resolution 2025-305**

- 1.Q. Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Master Professional Services Agreement with Advanced Mobility Group, a California Corporation, to provide On-Call Traffic Engineering Services, increasing the not-to-exceed amount to \$500,000 per fiscal year. – **Resolution 2025-306**
- 1.S. Staff recommends that the City Council, by motion designate Juan Lopez, DBA Amistad Associates as the City's negotiator for matters related to the City Manager and City Attorney salary and compensation pursuant to Government Code Section 54957.6 (Brown Act). – **Resolution 2025-307**
- 1.T. Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Right-of-ways, three (3) Public Utility Easement Dedications; and two (2) Right- of-ways, and two (2) Public Utility Easement quitclaims for Project Big Bird, located in the Northeast Industrial Specific Plan Area in the City of Tracy. – **Resolution 2025-308**
- 1.U. Staff recommends that the City Council adopt an Ordinance amending Chapter 4.12 – Palmistry, sections 4.12.070 through 4.12.190, of the Tracy Municipal Code, to add a permitting program and makes it a requirement that all persons practicing fortunetelling, palmistry or related practices for compensation in the City of Tracy obtain a permit from the Tracy Police Department, requires a criminal background investigation for all palmistry permit applicants, establishes permit and background investigation fees and specifies enforcement remedies for violations of the ordinance. – **Ordinance 1365**
- 1.V. Staff recommends that the City Council adopt an Ordinance amending Chapter 4.20 - Massage Establishments and Therapists of the Tracy Municipal Code to add a permitting program to regulate massage establishments, require a background investigation for all massage establishment owners who are not certified by the California Massage Therapy Council, establish permit and background investigation fees and operational requirements consistent with current law. – **Ordinance 1366**
- 1.W. Staff recommends that the City Council adopt an Ordinance 1)Amending Title 9 of the Tracy Municipal Code, Building Regulations, to adopt, with local amendments, the 2025 California Building Standards Code and the California Fire Code, 2) Adopting Appendices C,F,H,I,J,K,P, and Q under the Building Code; Appendices B, BB, C, CC, D, F, H, L, N, O, and P under the Fire Code; Appendices BF, CH, BH, BI, BF, BM, CI, CK, and CJ under the Residential Code, Appendices, A,B,C,D,E,G,H,I,J, and K under the Plumbing Code, Appendices D and F under the Mechanical Code, and codifying the same as Tracy Municipal Code Title 9, and 3) Creating Tracy Municipal

Code Chapter 9.18, Wildland-Urban Interface Code. – **Ordinance 1367**

- 1.R. Staff recommends that the City Council adopt a Resolution establishing a General Plan Advisory Committee and the Associated Qualifications and Appointment Process.

Mayor Pro Tem Abercrombie shared that a staff report was not needed and recommended that the City Council form an Ad Hoc Committee to define the criteria for the General Plan Advisory Committee and conduct interviews.

Council Member Evans requested a staff report.

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

City Council offered comments and questions.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-309** establishing a General Plan Advisory Committee and the associated qualifications and appointment process by forming an Ad Hoc Selection Committee to perform the vetting process for the commission and include a member of the Environmental Sustainability Commission. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Peter Ragsdale from the Housing Authority thanked Mayor Arriola and staff for support on Item 1.N, regarding affordable housing for seniors.

Sandy Taylor shared information regarding former City Attorney, Bijal Patel, and urged the City Council to recover the funds paid, including the retroactive raise, for the time that the former City Attorney was not licensed to practice law. Ms. Taylor also urged the City Council to publicly apologize to the community for retaining and providing a pay increase to the former City Attorney so that community healing can begin.

Nicole Gant thanked the City Council for their support and prompt responses over the community concerns regarding the accident that took place on Halloween evening in Fairhaven Community. Nicole Gant also read aloud an email from Mogan Gant sharing her experience witnessing a traffic accident.

A Community Member expressed concerns regarding the naming of any facility in honor of Nancy Young and suggested that facilities be named in recognition of leaders in the community, such as U.S. Navy veteran Ginger Miller.

DEVIATION

Mayor Pro Tem Abercrombie requested that Item 1.R be reopened to consider appointing the Ad Hoc Committee members, so that the item can be addressed at this Meeting.

David Nefouse, City Attorney, clarified that a motion was required for this action.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to reconsider Item 1.R. 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 Arriola and seconded by Council Member Bedolla to appoint Mayor Pro Tem Abercrombie and Council Member Evans to serve on the Ad Hoc Selection Committee for the General Plan Advisory Committee. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3. PUBLIC HEARINGS

Mayor Arriola opened the Public Hearing for Item 3.A.

- 3.A Staff recommends that the City Council conduct a public hearing to receive public comment and accept the petition from the Redbridge Owners' Association requesting Vehicle Code enforcement within its private roadways. Following the hearing, adopt a resolution authorizing the Tracy Police Department to enforce traffic violations in the subdivision under California Vehicle Code Section 21107.7.

Mike Roehlk, Police Lieutenant, provided the staff report.

City Council Members offered comments and questions.

David Lieberman urged the City Council to support this Item and thanked the Police Department for their support.

Mike Holman urged the City Council to support the petition from the Redbridge residents and pass this Item.

Mayor Arriola closed Public Hearing for Item 3.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to accept the petition from the Redbridge Owners' Association requesting Vehicle Code enforcement within its private roadways. 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 2025-310**, pursuant to California Vehicle Code Section 21107.7 declaring that the privately owned and maintained roads within the Redbridge Subdivision shall be subject to further traffic enforcement by the City Of Tracy Police Department, including traffic infractions. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola opened the Public Hearing for Item 3.B.

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

1. Determine that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a "project" within the meaning of CEQA) and 15061(b)(3) ("common sense" exemption); and

2. Waive the first reading by substitution of title and introduce an ordinance amending Article 2, Definitions, and Article 30, Development Review, of Chapter 10.08, Zoning Regulations, adopt a new Chapter, Chapter 10.10, Housing Regulations, consisting of new articles, Article 1, Qualifying Housing Streamlined Review, Article 2, Multiple-Unit and Mixed-Use Objective Design Standards, Article 3, Community Care Facilities, Article 4, Transitional and Supportive Housing, and Article 5, Emergency Homeless Shelters and Low Barrier Navigation Centers, and repeal and relocate Section 10.08.3195, Day care home, and Section 10.08.3197, Standards for emergency homeless shelters, to Chapter 10.10, Housing Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code.

Breanna Alamilla, Associate Planner, provided the staff report.

City Council offered comments and questions.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-284**, determining that the Ordinance approving an amendment to Article 2, Definitions, and Article 30, Development Review, of Chapter 10.08, Zoning Regulations, and; adds a new chapter, Chapter 10.10, Housing Regulations, consisting of new articles, Article 1,

Qualifying Housing Streamlined Review, Article 2, Multiple-Unit and Mixed-Use Housing Objective Design Standards, Article 3, Community Care Facilities, Article 4, Transitional and Supportive Housing, and Article 5, Emergency Homeless Shelters and Low Barrier Navigation Centers, and Repeals and Relocates Section 10.08.3195, Day Care Home, and Section 10.08.3197, Standards for Emergency Homeless Shelters, to Chapter 10.10 Housing Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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

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

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

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

City Clerk Quintanilla read the title of proposed Ordinance C aloud.

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

City Clerk Quintanilla read the title of proposed Ordinance D aloud.

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

City Clerk Quintanilla read the title of proposed Ordinance E aloud.

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

Mayor Arriola opened the Public Hearing for Item 3.C.

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

1. Determine that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption); and

2. Waive the first reading by substitution of title and introduce an ordinance amending Article 8 – Medium Density Cluster Zone, Article 9 – Medium Density Residential Zone, Article 9.5 – Small Lot Residential Zone, Article 11– High Density Residential Zone, Article 19 – General Highway Commercial Zone, and adding a “density” definition to Article 2 of Title 10, Planning and Zoning, of the Tracy Municipal Code.

Craig Hoffman, Senior Planner, provided the staff report.

There were no comments or questions offered by the City Council.

There was no public comment.

Mayor Arriola closed the Public Hearing for Item 3.C.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-312**, determining that the Ordinance approving an amendment to Article 8 – Medium Density Cluster Zone, Article 9 – Medium Density Residential Zone, Article 9.5 Small Lot Residential Zone, Article 11 – High Density Residential Zone, Article 19 – General Highway Commercial Zone, and adding a “density” definition to Article 2 of Chapter 10.08 of Title 10, Planning and Zoning, of the Tracy Municipal Code is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

City Clerk Quintanilla read the title of the proposed Ordinance aloud.

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

Mayor Arriola opened the public Hearing for Item 3.D.

- 3.D. Staff recommends that the Tracy City Council introduce and waive the first reading by substitution of title an ordinance adding Chapter 3.56 - Temporary Memorials, sections 3.56.010 through 3.56.110, to Title 3-Public Safety of the Tracy Municipal Code.

Dan Garcia, Police Lieutenant, Bureau of Special Operations, provided the staff report.

There were no comments or questions offered by the City Council.

There was no public comment.

Mayor Arriola closed the Public Hearing for Item 3.D.

City Clerk Quintanilla read the title of the proposed Ordinance aloud.

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

4. REGULAR AGENDA

- 4.A. Consideration and adoption of a Resolution Amending Council Policy D-2, Naming Public Buildings, Parks, and Facilities.

Brian MacDonald, Director of Parks, Recreation and Community Services, provided the staff report.

There were no comments or questions offered by the City Council.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-311**, amending Council Policy D-2, Naming Public Buildings, Parks, and Facilities. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

- 4.B. Consideration and adoption of a Resolution Approving the Naming of the Reception Area, or Another Designated Room, Within the Tracy Recreation Activity Center (TRAC) or Lobby at City Hall in Honor of Dr. Nancy D. Young.

Director MacDonald provided the staff report.

The following Community Members expressed support for naming the lobby at City Hall in honor of Dr. Nancy Young:

Gwendolyn Stewart
Marie Izemengia
Doudoux Bwata
Mr. Legasco
Pat Howell
Robert Bartlow

Shivani Shaboo
Michael Young
Community Member
Community Member
Nancy Young
Torian Montalvo

A Community Member expressed opposition to naming the lobby at City Hall in honor of Dr. Nancy Young and suggested that a plaque be placed in the lobby recognizing that Dr. Nancy Young arranged for the City of Tracy Mayors wall at City Hall.

Council Members offered comments and questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-313**, approving the naming of the lobby at City Hall in Honor of Dr. Nancy D. Young. Roll call found Council Member Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor; Council Members Bedolla and Evans opposed; passed and so ordered.

Mayor Arriola shared that he would participate in the area naming for the first honorees under Item 4.C and that he would recuse himself from the portion that includes Robert Rickman.

- 4.C. Consideration and adoption of a Resolution Approving the Naming of a Soccer Field and/or Baseball/Softball Fields at the Legacy Fields Sports Complex in Honor of Shirley Thompson and Robert Rickman, Respectively, and Naming an Area at the Tracy Sports Complex in Honor of Brent Ives. – **Resolution 2025-314**

Director MacDonald provided the staff report.

There were no comments or questions offered by the City Council.

The following Community Members expressed support for naming the soccer fields at Legacy Fields in honor of Shirley Thompson and shared stories on the impact that she made in the Tracy community:

Brent Ives
Jesse Munoz
A Community Member
A Community Member

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-314**, approving the naming of the soccer fields at the Legacy Fields Sports Complex in honor of Shirley Thompson. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

The following Community Members expressed support for naming an area at the Tracy Sports Complex in honor of Brent Ives and shared stories on the impact that he made in the Tracy community:

Pat Howell
Dan Thompson

Nancy Young
Vijay Kumar

Council Members offered comments and questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to direct staff to bring back an item to name the entirety of the Tracy Sports Complex in honor of Brent Ives. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola recused himself for the remainder of Item 4.C and exited the Meeting.

A Community Member expressed support for naming the baseball fields in honor of Robert Rickman.

Council Members offered comments and questions.

Motion was made by Council Member Nygard and seconded by Council Member Bedolla to adopt **Resolution 2025-314**, approving the naming of the baseball/softball fields at the Legacy Fields Sports Complex in honor of Robert Rickman.

Council Member Nygard submitted a friendly amendment for the motion to state the "Robert Rickman ball fields."

Council Members Nygard and Bedolla accepted the friendly amendment.

ACTION: Motion was made by Council Member Nygard and seconded by Council Member Bedolla to adopt **Resolution 2025-314**, as amended, approving the naming of the ball fields at the Legacy Fields Sports Complex in honor of Robert Rickman. Roll call found Council Members Bedolla, Evans, and Nygard and Mayor Pro Tem Abercrombie all in favor; Mayor Arriola abstained; passed and so ordered.

Mayor Arriola re-entered the Meeting.

- 4.D. Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the Ten-Year Economic Development Strategic Plan.

Miori Lichtwardt, City Manager, announced that this item would be continued to a later date.

5. ITEMS FROM THE AUDIENCE – There were no items from the audience.

6. STAFF ITEMS: – Midori Lichtwardt, City Manager, announced the following:

- The City has been awarded a \$7.1 million federal grant to purchase seven new hybrid buses for the Tracer system. City Manager Lichtwardt thanked Congressman Jeff Harder's Office for assistance in acquiring the funds.
- Downtown Road Closures will take place on Saturday December 6, 2025, for the Tracy City Center Association (TCCA) Holiday Lights Parade; street closures will begin at 3:00 p.m. and the parade starts at 6:00 p.m. Please visit the City website at <https://www.cityoftracy.org/Home/Components/Calendar/Event/4914/594> for more information.
- Registration for the 2026 City of Tracy Junior Warriors Youth Basketball Program closes tomorrow, Wednesday, December 3, 2025; sign up and learn more at [TracyArtsandRec.com](https://www.tracyartsandrec.com)
- The Winter/Spring 2026 Parks Activity Guide is now available online. Please visit <https://www.cityoftracy.org/our-city/departments/parks-recreation-department>
- The Nutcracker is coming to the Grand on December 5, 2025 and December 6, 2025. To purchase tickets, please visit <https://atthegrand.org/>

- Staff will return to Council at the December 16, 2025 Council Meeting with the creation of a new Capital Improvement Project (CIP), also some funding sources for consideration, for signal lights and work to be done at the intersection of Tracy Boulevard and Gandy Dancer.

7. COUNCIL ITEMS – Council Member Bedolla announced the Southwest Park School Parent Club fundraiser, in partnership with The Great Greek Mediterranean Grill, on Wednesday December 3, 2025; folks can dine in or can takeout from 11:00 a.m. to close and all proceeds go to support programs at the school.

Mayor Pro Tem Abercrombie announced that on Friday, December 5, 2025, between the hours of 12:00 p.m. and 7:00 p.m. at Walmart, KAT Country will host a toy drive that will benefit Brighter Christmas; food can also be donated at that time and 600 families will be helped this year.

Council Member Evans announced the Christmas Parade Downtown on Saturday December 6, 2025.

Council Member Nygard shared that she had attended the National League of Cities Conference in Utah and participated in several sessions regarding sustainability, housing, economic strategies on workforce development, and data centers. Council Member Nygard also shared that Assemblywoman Rhodesia Ransom has extended the deadline for applications for the Young Legislators Program until December 15, 2025, this is open to High School Juniors and Seniors. Please visit <https://a13.asmdc.org/2026-young-legislators-program> to apply.

Mayor Arriola expressed condolences to the family of Mr. Don Cose and expressed gratitude for Mr. Cose's contributions to the community. Mayor Arriola shared that he is looking forward to attending the Holiday Parade of Lights and tree lighting ceremony that will be held on 6th Street, following the parade.

8. 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 Tracy City Hall on November 26, 2025. The above are action minutes. A recording is available at the office of the City Clerk

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 16, 2025, 6:40 p.m.

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

1. Mayor Arriola called the Meeting to order at 6:40 p.m.
2. Council Member Bedolla submitted a request to participate in this meeting via teleconference under the emergency circumstances provision under Assembly Bill 2449, as enrolled.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to approve Council Member Bedolla's request to participate in the meeting remotely. Roll call found Council Members Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered. Council Member Bedolla abstained.

3. Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. The 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 6:43 p.m.

5.A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Case Name: Billy Dishman et al. v. City of Tracy et al.

Case No.: STK-CV-UOCT-2021-0011502 (County of San Joaquin, Superior Court)

Government Code Section: 54956.9(d)(1)

[The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.]

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adjourn 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 at 6:53 p.m.

7. Report of Final Action, If Any – Mayor Arriola announced that by a vote of 5-0, the City of Tracy has agreed to a settlement in the abovementioned matter with the following terms: in exchange for a full release and a waiver of any and all known and/or unknown claims, the City has agreed to pay a sum \$117,500 to Plaintiffs to fully settle this matter. Upon payment by the City, Plaintiffs shall dismiss this matter with prejudice.
8. Council Items and Comments – There were no Council items or comments.
9. Adjournment: Time: 6:53 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 Tracy City Hall on December 12, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

January 20, 2026

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution 1) authorizing the purchase of One (1) new 2025 Ditch Witch HX-30-A Vacuum Excavator from Charles Machine Works, Inc., Ditch Witch Division, utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of a Purchase Agreement in the amount of \$80,935 for the Parks, Recreation, and Community Services Department.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of new equipment from. Charles Machine Works, Inc., Ditch Witch Division, a Sourcewell cooperatively bid contract company a 2025 Ditch Witch HX-30-A Vacuum Excavator to support maintenance operations. Staff is requesting to purchase the equipment in the amount of \$80,935 using the Fleet Vehicle Replacement Fund.

BACKGROUND

The Operations Division is responsible for managing most of the City's vehicle and equipment fleet. Various divisions of Operations and Development Services have an existing need to add vehicles to our fleet. Operations Fleet Division received authorization in the Fiscal Year 2024-2025 budget process for the addition and purchase of the Ditch Witch HX-30-A Vacuum Excavator. However, the purchase has been delayed due to the backordering of essential parts needed to build this unit. Staff requested bids from Sourcewell (formerly National Joint Powers Alliance NJPA).

The 2025 Ditch Witch Vacuum Excavator is needed to enhance staff efficiency in restoring water lines and preserving landscaping health. This equipment will allow staff to quickly dig around exposed water lines, enabling timely diagnosis and repair while minimizing exposure and prolonged water outages. Without it staff will have to dig manually, increasing repair times and risking damage to nearby structures and landscaping.

Without these assets the quality of the city's parks and sports fields will risk declining turf conditions and increase replanting costs.

ANALYSIS

Sourcewell (formerly NJPA) 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. The city is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220

Green Fleet Policy Implications: To convert Tracy public agency fleet to electric vehicles (EV) or alternative fuels, City staff is conducting extensive research on options and availability of Electric Vehicles for the vehicle contemplated herein. Currently the manufacturer does not offer equipment available on the marketplace for purchase. Staff also researched the equipment availability list in California's Hybrid and Zero-Emission. Truck Voucher Incentive Project (HVIP), which plays a crucial role in the deployment of zero-emission and near-zero-emission technologies. HVIP accelerates commercialization by providing point-of-sale vouchers to make advanced vehicles more affordable. The current list of eligible vehicles for point-of-sale incentives can be found here: <https://californiahvip.org/vehiclecatalog/>. The HVIP website could not identify a vehicle that meets the required specifications. John Deere does not offer this unit in an EV model. All internal combustion vehicles and equipment contemplated for purchase herein will meet the California Air Resources Board (CARB) requirements.

Below is a list of equipment that will be purchased.

2025 Ditch Witch HX-30-A Vacuum Excavator	Charles Machine Works, Inc. Ditch	\$80,935.00	Sourcewell (NJPA) 110421-CMW

FISCAL IMPACT

The funding for the purchase of the Ditch Witch HX-30-A, in the amount of \$80,935 is available in the Fleet Vehicle Replacement Fund.

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 1) authorizing the purchase of One (1) new 2025 Ditch Witch HX-30-A Vacuum Excavator from Charles Machine Works, Inc., Ditch Witch Division, utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of a Purchase Agreement in the amount of \$80,935 for the Parks, Recreation, and Community Services Department.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: Anush Nejad, Public Works Director
David Murphy, Assistant Director of Operations
Jim Thompson, Operations Superintendent
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 Contract 110421 (Ditch Witch)
- B – Charles Machine Works, Inc. Ditch Witch Division Quote.
- C – Charles Machine Works Purchase Agreement

110421-CMW

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Charles Machine Works, Inc., 1959 West Fir Ave., Perry, OK 73077 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Supplier's written warranty for such item. Other than the warranties in this paragraph, and Supplier's express written warranties for its products, Supplier expressly disclaims all other warranties, express or implied. Supplier agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. A party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

The Charles Machine Works, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Kevin Smith
FB68493E7FA542A...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

By: _____
Kevin Smith
Title: General Manager, Ditch Witch
Construction

Date: 12/20/2021 | 2:14 PM CST

Date: 1/11/2022 | 8:19 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42BBF817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 1/11/2022 | 8:23 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: The Charles Machine Works, Inc.
Does your company conduct business under any other name? If yes, please state: Ditch Witch
Address: 1959 W. Fir Ave.
Perry, OK 73077
Contact: Mike Spillars
Email: mike.spillars@ditchwitch.com
Phone: 580-572-2390
HST#: 73-0660844

Submission Details

Created On: Monday September 20, 2021 11:50:01
Submitted On: Wednesday November 03, 2021 13:03:54
Submitted By: Mike Spillars
Email: mike.spillars@ditchwitch.com
Transaction #: 3702aa94-7bb8-4d80-b5f8-bf3388129774
Submitter's IP Address: 205.142.232.18

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Charles Machine Works, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hammerhead Trenchless, American Augers, Subsite Electronics
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ditch Witch, Hammerhead Moles, Subsite.
4	Proposer Physical Address:	1959 West Fir Ave. Perry, OK 73077
5	Proposer website address (or addresses):	www.ditchwitch.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin Smith General Manager, Ditch Witch Construction 1959 West Fir Ave. Perry, OK 73077 ksmith@ditchwitch.com PH: 920 648 4820
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Spillars Corporate Accounts Manager 1959 West Fir Ave. Perry, OK 73077 mike.spillars@ditchwitch.com 580-572-2390
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Miller Sr. Inside Sales Representative 1959 West Fir Ave. Perry, OK 73077 todd.miller@ditchwitch.com 580-572-3365

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Charles Machine Works (Ditch Witch) was a privately held company from 1949 until being acquired by The Toro Company in early 2019 and became the Ditch Witch division of Toro. Ditch Witch® is the premier manufacturer of Underground Construction Equipment that addresses needs in several markets like Utilities, Utility Contractors, Pipeline Contractors, Telcom Industry, Rental Industry, Government and Infrastructure, to name a few. The products offered are Trenchers, Vibratory Plows, Compact Utility Equipment, Directional Drills, Vacuum Excavation, HammerHead® Pneumatic Tools, as well as Subsite® Utility Locating/HDD Guidance Electronics.</p> <p>We invented the first compact utility line trencher 69 years ago and are partnered with a specialist Ditch Witch® dealer organization, which is the envy of the industry. Our vision is to provide the best solutions for success in the underground construction market worldwide by delivering a superior customer experience.</p> <p>Our Core Values are: Integrity above all things; Pride as individuals and a company; Care for our families, our fellow workers, our community, our customers, and the world in which we live; A Pioneering Spirit that drives our aggressiveness and innovation.</p> <p>Since its inception the Charles Machine Works has remained focused on the underground utility market while we worked to continuously expand and strengthen our support of this market by continuously leading the industry in underground equipment such as directional drills, underground moles and sub terrain electronics.</p> <p>All if the Ditch Witch products are manufactured and shipped from our manufacturing facilities in Perry Oklahoma. A large majority of the employees at Ditch Witch live in and around the community and therefore we take pride in the quality of the products that we produce.</p> <p>Our longevity in the market place is rooted in our ability to form a relationship between the factory and our customers by insuring that our Region Managers spend a minimum of two weeks per month in the field with our dealers talking and interacting with our end customers. Of course this schedule has been hampered with Covid-19 travel restriction in the last 18 month. We will however resume a similar schedule as Covid restrictions ease.</p> <p>Please note that where possible all answers are specific to The Charles Machine Works, Ditch Witch, Subsite and Hammerhead brands. However, certain answers must include The Toro Company. Examples of these answers are in questions which are in regards to but not limited to company financial statements, market share, sustainability awards, etc. We have tried to be as specific as possible in our answers.</p>
10	What are your company's expectations in the event of an award?	<p>To continue to grow our business with members of Sourcewell, as we have done with our current contract.</p> <p>We work with our network of Ditch Witch® dealers and their sales personnel to promote the Sourcewell contract to all Government, Education and Non-Profit organizations within their contracted areas of responsibility and to incrementally grow our sales of Ditch Witch and related products using the Sourcewell contract.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Charles Machine Works (Ditch Witch) is a wholly owned subsidiary of The Toro Company and as such attached is The Toro Company's Form 10-Q filing with the United States Security and Exchange Commission. The filing of the Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.</p> <p>The Form 10-Q is a 53 page public statement of finances and outlook of our company. A thorough review of the filing will reveal a company that has a history of strong financial performance. There is also a demonstrated history of growing our business both in terms of organic growth and through acquisition of complementary companies that will enhance our current product offerings.</p>
12	What is your US market share for the solutions that you are proposing?	<p>Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.</p>
13	What is your Canadian market share for the solutions that you are proposing?	<p>Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.</p>
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>The Charles Machine Works, Inc. (Ditch Witch) is best described as a Manufacturer.</p> <p>We have programs in place that are national in scope in which our specialist Ditch Witch® dealership organization preps and delivers the equipment to a customer who has purchased through the program. We invoice the Sourcewell customer from the manufacturer and fund our dealers for the sale of the equipment. Our dealers are private entities and as such local sales and service professionals are employed by the local dealers. That said, Ditch Witch has Region Sales Managers and Service Managers that work closely with the local dealer and customers in all areas of sales and service of our equipment.</p>

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Ditch Witch family of products are designed and built in the United States and are built to comply with all applicable voluntary safety and environmental standards. This includes ISO, Construction Equipment, Exhaust and Evaporative standards set by the EPA (Environmental Protection Agency) and the California Air Resources Board (CARB).</p> <p>The Charles Machine Works has a manufacturer's license in our home state of Oklahoma as well as a license to sell used vehicles. We also hold licenses to sell vehicles in the following states. Arizona, California, Nebraska, Utah, Tennessee, Florida and Ohio. For our products that are sold with trailers we hold a new and used trailer dealer license in the State of Oklahoma.</p> <p>IN addition to the licenses owned by The Charles Machine Works the contracted Ditch Witch dealers all hold the appropriate licenses and certifications necessary to sell and service the Charles Machine works family of products in the States and Provinces for which they independently operate.</p> <p>Ditch Witch also requires its factory sales personnel and dealer sales personnel to complete a very robust sales and service schools via the Ditch Witch Certified Training Programs.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	The Charles Machine Works has not been under any suspension or debarment in the past 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Ditch Witch Awards, 2016-2021</p> <p>2016 Innovative Iron Award, Compact Equipment: CX-Series walk-behind trencher</p> <ul style="list-style-type: none"> The CX-Series walk-behind trencher line was selected as a winner of Compact Equipment Magazine's Innovative Iron Award for its cutting-edge short track/long track design. <p>2016 Editor's Choice Award, Rental Magazine: CX-Series walk-behind trencher</p> <ul style="list-style-type: none"> The CX-Series walk-behind trencher line was selected for an Editor's Choice Award for its Magazine's Innovative Iron Award for its short track/long track design. <p>2016 Contractor's Top 50 New Products Award, Equipment Today: SK752 stand-on skid steer</p> <ul style="list-style-type: none"> The SK752 was selected as one of the top 50 new products for contractors of 2016 by Equipment Today, which cited the machine's construction-grade durability and high operating capacity compared to similar models. <p>2017 Innovative Iron Award, Compact Equipment: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> The SK1550 was selected as an Innovative Iron Award winner from Compact Equipment due to the machine's exceptional power compared to similar models. <p>2017 Abbot Most Innovative Product Award, NASTT: JT40 horizontal directional drill</p> <ul style="list-style-type: none"> The JT40 horizontal directional drill was selected by the NASTT as the most innovative new product of 2017. <p>2017 Editor's Choice Award, Rental Magazine: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> The SK1550 was selected by Rental Magazine as an editor's choice award winner for its best-in-class operating capacity and construction-grade durability. <p>Twenty for 2017 Award Winner, Landscape Business: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> The SK1550 was selected as one of the 20 top new products of 2017 in the landscaping industry. <p>2018 Contractor's Top 50 New Products Award, Equipment Today: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> The SK1550 was selected as one of the top 50 new products for contractors of 2018 by Equipment Today due to its best-in-class operating capacity. <p>2018 Big Iron Dealer Award Finalist, Equipment World: Ditch Witch of Oklahoma, Arkansas and the Rockies</p> <ul style="list-style-type: none"> Ditch Witch of Oklahoma, Arkansas and the Rockies was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. <p>2019 Innovative Iron Award, Innovative Iron Award: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> The SK3000 full-size stand-on skid steer was named as an Innovative Iron Award winner from Compact Equipment, which cited the machines' best-in-class operating capacity. <p>2019 Big Iron Dealer Award Finalist, Equipment World: Orange Power Group, Ditch Witch Dealership</p> <ul style="list-style-type: none"> The Orange Power Group was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. <p>2019 Editor's Choice Award, Green Industry Pros: Ditch Witch Family of SKs</p> <ul style="list-style-type: none"> The Ditch Witch line of stand-on skid steers was selected by Green Industry Pros for a 2019 Editor's Choice Award. <p>Twenty for 2020 Award, Landscape Business: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> The SK3000 was selected as one of the 20 top new products of 2020 in the landscaping industry. <p>2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> The SK3000 was selected by Green Industry Pros for a 2019 Editor's Choice Award. <p>2021 Editor's Choice Award, Rental Magazine: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> Rental Magazine selected the SK3000 as an editor's choice award winner for 2021, honoring the year's top products in the rental industry <p>2021 Abbot Most Innovative Product Award, NASTT: JT24 horizontal directional drill</p> <ul style="list-style-type: none"> The JT24 was selected by the NASTT as one of three finalists for the most innovative new product of 2021.
19	What percentage of your sales are to the governmental sector in the past three years	<p>As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows.</p> <p>Net Sales by Segment: Professional 73% Residential 26% Other 1%</p>
20	What percentage of your sales are to the education sector in the past three years	<p>As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows.</p> <p>Net Sales by Segment: Professional 73% Residential 26% Other 1%</p>
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell Public Utility Contract is the only Cooperative contract awarded to The Charles Machine Works. However, our products are sold though both an HGAC and Buy Board contract that is administered by a third party who handles the pricing, quoting, invoicing and any audits requested.. Sourcewell is our premier cooperative contract and is the only contract that Ditch Witch conducts dealer training and markets with our dealer network.</p> <p>Note: As a publicly traded company the detailed sales information for each contract is considered confidential.</p>

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>The Charles Machine Works does not hold a GSA contract but like HGAC and Buy Board our products are sold on a GSA contract that is administered through a third party.</p> <p>Note: As a publicly traded company the detailed sales information for each contract is considered confidential.</p>
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Berthoud	Brandon Keegan	970-980-4410
City of Jeffersonville	John Walling	502-551-1305
Augusta County Service Authority	Chuck Butler	540-487-9440

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Confidential	Government	Texas - TX	Machines purchased for Utility Installations/Maintenance	3 Units	\$590,034
Confidential	Government	North Carolina - NC	Machines purchased for Utility Installations/Maintenance	4 Units	\$417,164
Confidential	Government	Tennessee - TN	Machines purchased for Utility Installations/Maintenance	2 Units	\$417,164
Confidential	Government	Alabama - AL	Machines purchased for Utility Installations/Maintenance and other misc. municipal work	6 Units	\$416,669
Confidential	Government	Washington - WA	Machines purchased for Utility Installations/Maintenance	3 Units	\$395,507

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	The Ditch Witch® Factory has 25 sales, product specialists and marketing personnel who work with our specialist dealership organization across the entire United States and Canada in all facets of the business. Dealers employ more than 250 professional salespersons in the local area markets across the US and Canada that are positioned to service all Sourcewell members.
26	Dealer network or other distribution methods.	We have an independent specialized Ditch Witch® dealer organization in North America whose focus is the sales, service and support of the Ditch Witch, HammerHead® and Subsite® product lines. There are 28 dealer owners with over 150 branch locations in North America. Within those locations, there are 250+ sales personnel and 250+ parts employees to provide sales, support and training to Ditch Witch customers. We have included a list of our dealers and their locations with this proposal.
27	Service force.	In addition to a team of Service Support and Parts Supports Managers located in the Perry Campus the dealership organization has well over 600 trained service personnel throughout North America to provide unmatched service support to our customers. The factory employees and the dealers employees work in tandem to make sure that our customers are fully satisfied with the productivity of their equipment.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our order process for Sourcewell is as follows: 1. Our dealership sales personnel work with the Sourcewell member to spec the equipment properly for their area. 2. the local DW dealer provides this information to our internal Global Account group to quote the unit with the Sourcewell pricing. 3. Once the Sourcewell customer decides to purchase, the Purchase Order is made out to The Charles Machine Works, Inc. 4. The Ditch Witch® dealer orders the equipment or delivers out of their inventory to the Sourcewell customer. 5. Upon delivery the Ditch Witch dealer sends in a delivery receipt to the factory. 6. The factory bills the Sourcewell member, and at the same time, funds our dealer for the sale. By having this type of system, all Sourcewell sales go through one entity, the factory, so we can track the sale and give the proper quarterly sales and fee to Sourcewell.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As indicated in questions 25-28 we have an extensive specialized Dealer Network with all dealer branch locations having full service shops with specialized tools and equipment to service and maintain our customers machines. Dealer technician follow a complete factory training certification program Dealer locations team with the factory to insure that our customers are repaired and back on the job site as quickly as possible. As with any service organization shop load is the determining factor on how rapidly a unit can be repaired and returned to the customer. That said, the dealership works closely with our factory service reps to insure that repairs are timely and more importantly, fixed correctly. Our years of industry success can be directly attributed to our world class service after the sale. One example of our world class service is our Pro Technician program. The Pro-Technician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money." With the complete dealer coverage throughout the United States (93 locations) we are more than able to provide products, and services to Sourcewell entities. Every dealer in the Ditch Witch network participates in the Sourcewell contract and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With the complete dealer coverage in Canada (46 locations across 9 provinces) we are more than able to provide products, and services to Sourcewell entities. Just like in the U.S. every dealer location in Canada network participates in the Sourcewell contract when the opportunity exists and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will fully service all geographic areas of the United States and Canada. With 150 plus dealer locations across North America we are able to reach every geographic sector.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We service all Sourcewell member sectors. As stated in question 32, with 150 plus dealer locations across North America we are able to reach every geographic sector and we are not limited by other cooperative contracts in our ability to service the Sourcewell contract and its members.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional freight will be charged on any equipment purchased in the areas mentioned. Quotes for machines being delivered to Alaska and Hawaii will have the freight charges indicated on the quote.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> Ditch Witch® will promote the Sourcewell partnership on our dealer channel communications web site. The Ditch Witch Dealer Central intranet site provides dealers with all of the information and tools they need to work in concert with the factory on all products, ordering, quoting, product support and more. The Sourcewell program will be consistently communicated to our dealer channel throughout the year via this critical site. This will allow Ditch Witch dealers to inform their sales, parts and service teams to support Sourcewell members in the marketplace. Ditch Witch is creating a sales flier that will showcase and explain the Sourcewell and Ditch Witch partnership program. This can be made available as a PDF for local printing at all Ditch Witch dealership locations. Ditch Witch has created an informational PowerPoint presentation that provides all of the important information and details that Ditch Witch dealers need to effectively execute the Sourcewell partnership program. This information is also available 24/7 on the Dealer Central web site for all dealer and factory personnel. The Ditch Witch factory will distribute the Sourcewell member list by Ditch Witch dealer APR (Area of Primary Responsibility) two times per year which will provide our dealer sales force with the exact members in each of their territories. We will use the Sourcewell member list in conjunction with the local dealers to actively pursue current members business as well as use the member list to promote other local SLED agencies that may not be a Sourcewell member to become a member. We have found that the member lists are invaluable tool for "helping" an apprehensive entity to become comfortable with Sourcewell when they see their neighboring city is a Sourcewell member. In addition, we will prepare a press release and then post in our Press Room: http://www.ditchwitch.com/press-room. Other ways we market partnerships are through our website
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We deploy a comprehensive range of digital marketing and media tools to enhance our customers' experience with our brands, to support our new product launches, to sustain existing product leadership and build stronger relationships.</p> <p>These tools include social media, smart display, paid search, marketing automation, social sentiment tracking and more. Facebook, Twitter, Linked In, You Tube and Instagram are examples of social media in which we are active.</p> <p>We also have a very comprehensive web site designed to be not only very informative and educational but, interactive with the customer.</p> <p>Our My Ditch Witch portal allows customers to track their machines and monitor the performance of their fleet.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to be a partner with The Charles Machine works in promoting our newly awarded contract by issuing an email blast to all current Sourcewell members which announces that the award was given to The Charles Machine Works (Ditch Witch). We would also like to see the announcement on all Sourcewell social media outlets. Thought out the course of the contract we would expect that Sourcewell be the leader in promoting the use of procurement contracts and include Ditch Witch in all publications/advertisements that promote Sourcewell available contract holders. We would expect that Sourcewell attend all industry government industry trade shows to promote Sourcewell vendors and processes.</p> <p>We have worked for years to promote Sourcewell in our sales processes with our dealer network and as a result Sourcewell is almost second nature to our dealer salespeople. The Sourcewell sales process is not only documented in our dealer portal but, also supported with new salesperson training and two power point presentations on how to use Sourcewell as a selling tool and the internal sales process.</p> <p>Additionally, all local Sourcewell training opportunities through Sourcewell University and Sourcewell Sales Accelerator are sent to the internal Region Sales Manager and also the local dealer locations encouraging them to enroll dealer salespeople that need such training. This includes both new salespeople and seasoned salespeople as a refresher course.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the unique and endless configurations of our products it is very difficult to develop an e procurement system for our products. Each model requires a custom quote. That said we are excited to see the new and upcoming Sourcewell market place which we are anxious to participate. We feel this could help with marketing and developing an e commerce solution to Sourcewell members. Our intent is to be very active in the Sourcewell Marketplace and make it as effective as possible.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator and equipment training are performed at the time of delivery by our dealership organization. Maintenance training is performed on an as-needed basis from our authorized Ditch Witch® dealers or the Ditch Witch factory. This initial training is performed at no charge to the Sourcewell member.</p> <p>Additionally operator and safety training is available in the MY Ditch Witch tab at www.ditchwitch.com.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time</p> <p>Below is a list of technological advances we build into our machines.</p> <p>SK3000 Compact Utility Loader</p> <ul style="list-style-type: none"> 3102 lbs rated operating capacity (ROC) 118-inch hinge pin height Under CDL requirements Integrated hydraulic controls

- Self-leveling arms with ride control
 - Patented throttle control system linked to platform; more fuel efficient
 - 360-degree visibility
 - Easy on/off platform
- SK600, SK800, SK900, SK1050, SK1550 Compact Utility Loaders
- Patented cruise control on ground drive
 - Patented hydraulic control system with integrated platform switch
 - Patented hydraulic auxiliary manifold for dual aux
 - 360-degree visibility
 - Easy on/off platform
 - Up to 1978 lbs rated operating capacity (ROC)
 - Up to 94.5-inch hinge pin height
- Zahn - Stand-on Articulating Tool Carrier
- Patented stand-on articulation
 - Patented quick change front end
 - 360-degree visibility
 - Easy on/off platform
- 410SX Vibratory Plow
- 49.6-hp Gas engine, no exhaust cleaning or after treatment
 - Optional front attachment, such as a trencher
 - Easy to use, color coded controls, with operator presence system
 - Install cable and pipe up to 24" deep
- C12X, C14, C16X, C24X, C30X Pedestrian Trenchers
- Patented sprocket w/ double mud relief
 - Patented non-symmetrical tracks for balance
 - Patented track and guide member
 - Up to 6" trench width, up to 48" dig depth
- Utiliguard Utility Locators
- High-contrast LCD display is visible in all conditions, including direct sunlight.
 - Remotely control the transmitter with the receiver.
 - Wireless technology simplifies communication and data transfer to other communication devices.
 - UtiliGuard 2 locator is direction enabled, i.e., provides the direction of the current to help you identify the target line.
 - Ambient Interference Measurement (AIM) technology scans the surrounding area for noise and recommends the best frequencies for the fastest, most accurate locates.
- Marksman Plus HDD Guidance
- Superior performance in high-noise environments with the industry's widest range of frequencies in a single beacon.
 - Scans the most-usable frequencies, selecting the best choice to avoid interference.
 - Stronger communication between tracker and beacon at extended depths (130+ feet) for more productive bores.
 - Intuitive user interfaces for ease of use; choose Classic View or the new Marksman View.
 - Advanced locating methods let you use your preferred method of locating.
 - Drill-To Mode: Extended range enables the drill operator to make real-time corrections further out, improving bore accuracy
- Utility Inspection
- High-resolution video with a total zoom of 40:1 (10X optical and 4X digital).
 - Integrated pan/tilt head with built-in ultra-bright, fully adjustable LEDs.
 - Remote controlled with full camera head swing/rotation.
 - Programmable pan and rotate limits with on-screen instructions.
 - Internal pressure and humidity sensors and internal clock with startup counter.
 - Home function to return camera head to straight-ahead position.
 - LED lights with remote-controlled settings.
- JT5, JT10, JT20 Horizontal Directional Drills
- JT5/JT10-Optional GPS for theft protection
 - JT20 -Wireless ground drive-ease of set up and mobiling
 - Dual stick operation-operator comfort
 - Drill and pipe loader automation- Ease of operation
 - Orange Intel-Telematics technology
- JT28 Horizontal Directional Drill
- Wireless ground drive-ease of set up and mobiling
 - Dual stick operation-operator comfort
 - Drill and pipe loader automation- Ease of operation
 - Orange Intel-Telematics technology
- JT24 Horizontal Directional Drill
- Operator uptime features, including manual overrides for key drilling operations.
 - Alternate joysticks for Ditch Witch or Vermeer style drill operations.
 - Ergonomic operator station for hours of comfortable operation.
 - Consistent user controls with other platform drill family. Helps operators go from one machine to another with seamless operation training. Also allows component sourcing and the use of more common components.
 - Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points.
 - Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning.
 - Wide stance undercarriage makes this the most side slope stable drill on the market!
 - Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill.
 - Patented open sided breakout
- JT32, JT40 Horizontal Directional Drills
- Operator uptime features, including manual overrides for key drilling operations.
 - Alternate joysticks for Ditch Witch or Vermeer style drill operations.
 - Ergonomic operator station for hours of comfortable operation.
 - Consistent user controls with other platform drill family. Helps operators go from one machine to another

with seamless operation training. Also allows component sourcing and the use of more common components.

- Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points.
- Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning.
- Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill.
- Orange Intel- Telematics Technology
- Patented open sided breakout
- Carriage Thrust Break
- Patented Virtual carriage brake
- Thrust and Rotation limiter
- Patented slide cartridge- reduces downtime

AT32, AT40 Horizontal Directional Drill

- Patented Dual Pipe system-Production and serviceability
- Patented Rockmaster housing- Switchback
- All of the call outs in JT version above

RT70 Riding Trencher

- Centrifugal cooling fan
- Single piece advanced composite hood with lift assist
- Trench depth meter, providing display and logging of trench depth, distance, profile, and productivity.
- Anti-stall technology
- Advanced cruise control
- Enhanced rear steer with active center, crab & coordinated steering modes
- Tier 4 Final/Stage V engine and aftertreatment
- 120 degree swivel seat
- 3 speed shift-on-the-fly w/ autoshift software
- Reconfigurable to tracks for tires as needed
- Electric over hydraulic attachments
- CAN BUS
- Ergonomic operator station, designed for cool operation, comfort, and visibility of attachments & surroundings.
- Center & offset trencher, plow, backhoe, reel carrier
- Microtrenching Attachments
- Optional GPS and Telematics with OrangeIntelTM

RT80 Riding Trencher

- Tier 4 Final or T4i offerings
- Advanced cruise control
- Reconfigurable to tracks for tires as needed
- Swivel seat
- Center & offset trencher, combo, saw, plow, backhoe, reel carrier
- Microtrenching Attachments
- Optional GPS and Telematics with OrangeIntelTM-

RT120, RT120Q Riding Trencher

- Advanced cruise control
- Swivel seat
- Center & offset trencher, combo, saw, plow, backhoe, reel carrier
- Optional GPS with OrangeIntelTM

RT125, RT125Q Riding Trencher

- Tier 4 Final engine and aftertreatment
- Advanced cruise control
- 3 speed shift-on-the-fly w/ autoshift software
- 120 degree swivel seat
- Electric over hydraulic attachments
- CAN BUS
- Center & offset trencher, combo, saw, plow, backhoe, reel carrier
- Microtrenching Attachments
- Enclosed cab (optional) with heat, A/C & pressurization
- OrangeIntelTM Telematics standard

M200/300 Reclaimers

- Derrick Technology

MV Hydrovacs

- 31 HP Vanguard Engine
- Reverse Flow
- Jib Boom
- Purpose built vac trailer
- 15" Hg lift
- 500 CFM
- Water system

HX Hydrovacs

- Reverse Flow
- Remote control operation
- Power Boom
- Water System w/ 3000 PSI
- 15" Hg lift
- Prospector Digging Lance
- 1315 CFM
- Purpose built vac trailer

Orange Intel Telematics

- Standard feature of machine monitoring for larger HD drills and riding trenchers.
- Geo-Fencing
- Troubleshooting
- Optional GPS kits for smaller compact equipment

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Ditch Witch has always been very diligent in making sure that we are good stewards of the environment. Those efforts have been ratcheted up to an even greater degree now that we are part of the Toro family. Part of the Toro purpose is "to help our customers enrich the beauty, productivity and sustainability of the land." the full details of our sustainability initiative can be found at https://thetorocompany.com/sustainability/sustainability-endures.</p> <p>The "green" initiatives at our manufacturing facility include the following:</p> <ul style="list-style-type: none"> - Recycling of cardboard, glass, plastic and scrap metal. -We also capture waste oil and any ethylene glycol for recycling. -Wooden pallets are taken to our city recycling location to be shredded. -Janitorial supplies used for cleaning in our facility are all green products. - Machine coolant in our NC machines and lathes in our machine shop are green. -No petroleum-based products are used for coolant. -Lighting in the plant has been changed over to low consumption florescent lights which save energy. -Our parking lot lights are all LED lights, again to save energy. -We also heat and cool three of our buildings at our manufacturing facility with ground source heat pumps designed to save energy. -Since being purchased by Toro they have implemented a new energy management system to monitor energy consumption and resource efficiency at production facilities. - We have replaced paper manuals with on line digital manuals to reduce paper usage. - Our Hammerhead brand introduced "cure in place pipes" whereby aging and or ruptured pipes are repaired with a revolutionary Blue Light LED system. This system extends the life of existing pipe networks and reduces landfill waste.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> - 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer - The SK3000 was selected by Green Industry Pros for a 2019 • Editor's Choice Award. - The Toro Company (parent company) was pleased to be recognized as a 2020 Recycling Demand Champion by The Association of Plastic Recyclers (APR). -In 2020, the U.S. Environmental Protection Agency recognized The Toro Company (parent company) with a WaterSense® Excellence Award for the fifth consecutive year. This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste through education and developing products that are independently certified to use less water.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While we do not have any dealers that we are aware of with certifications in these categories we do have two dealers that have a female majority ownership and several others with non-majority female ownership. We also have other dealers that are veterans but are not certified as Veteran owned corporations.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money."</p> <p>We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time frame. We feel that using the approach described above gives us the ability to offer a better quality product, as the components are designed for use in a particular unit, as opposed to a purchased component off the shelf.</p> <p>We have competitors in all of the products that we manufacture at Ditch Witch. What makes a difference is how we manufacture our products vs. our competition. Manufacturing a large portion of our products ourselves gives us advantages that are not the same as our competition. A good example is the fact that we design and manufacture our Directional Drills, the drill pipe that goes with that particular model, and the electronics that go with the drill to track its progress and give accurate location information. Our competitors don't make their own drill pipe or electronics as they depend on other manufacturers to supply them. We have better control and can make necessary changes faster by not having to depend on other companies.</p> <p>We also manufacture our own tanks and trailers for our vac systems. Again, our competitors rely on other manufacturers for these products.</p> <p>Our factory trained technicians make Ditch Witch service stand out in the industry. The Ditch Witch ProTechnician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.</p> <p>For all of these reasons Ditch Witch has become synonymous with the underground trenching industry. Much like Kleenex is to facial tissue Ditch Witch is to underground trenching machines. There is a lot of value to a customer to purchase from such a highly recognized manufacturer.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Yes, our standard factory warranty covers all products for failures in material and workmanship. (Excluding wear items.) All parts and labor for warrantable failures are covered by the standard warranty.</p> <p>The Sourcewell member is responsible for all required maintenance and adjustments as stated in the operating manual for each model. Failure to perform required maintenance may be grounds for denial of warranty for a component negatively affected by failure to perform maintenance.</p> <p>Exclusions from Product Warranty</p> <ul style="list-style-type: none"> •All incidental or consequential damages. •All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended. •All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations. •All engines and engine accessories (these are covered by original manufacturer's warranty). •Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser) <p>A copy of our limited warranty can be found in the Attached Owners Manual. Each machine purchased will come with a copy of the owners manual which contains a copy of our manufacturers limited warranty.</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. (see section 45 for any exclusions)
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For any unit that is over 50hp we pay our dealerships a fee for up to 400 miles if a service truck is dispatched, plus pay for parts and labor for the repairs. Other travel time may be approved on a case by case basis as deemed necessary.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Our dealer network encompasses the entirety of the United States and Canada. We have 150+ brick and mortar locations with service trucks and over 600 technicians for service and warranty repairs.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, excluding the following: Engines, tires, batteries or VanAir Systems which are covered by their respective manufacturers warranties.
50	What are your proposed exchange and return programs and policies?	<p>New, unused, uninstalled parts in their original containers are eligible for return within 90 days of purchase. Return shipment to Ditch Witch will be the responsibility of the customer.</p> <p>All sales of wholegoods are final and not eligible for return.</p> <p>We reserve the right to make good faith customer satisfaction decisions on all customer purchases up to and including returns/exchanges.</p>
51	Describe any service contract options for the items included in your proposal.	The Ditch Witch dealership offers up to a 2000 hour service contract that can be purchased locally from the servicing dealer. If a customer chooses a service contract the price will be included on the Sourcewell quote.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. We accept check, and or payment via ACH transfer.
53	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Ditch Witch® Financial Services, our in-house finance group, offers a complete package of leasing and conditional sales programs to meet the needs of our customers. Lease terms and rates are as follows:</p> <p>The 24, 36 & 48 month lease Index rate is determined based on the 3 year, 4 year and 5 year published swap rates on the Board of Governors of the Federal Reserve System and is adjusted quarterly. The Ditch Witch® Financial Services (DWFS) standard lease is a purchase option lease and not considered a fair market value lease. Residuals are determined before contract agreement has been signed.</p> <p>Lease terms are 24,36,48 and 60 months.</p> <p>Ditch Witch® Financial Services (DWFS) is a private label group under Bank of the West, which is a subsidiary bank of BNP Paribas.</p>
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will provide the customer with an authorized Sourcewell price quote from Ditch Witch for any product a Sourcewell member wishes to have quoted. We will accept a standard Purchase Order from the customer. Once the unit is delivered by the local servicing dealer the customer will need to sign a delivery receipt. Ditch Witch will then invoice the member on our standard invoice. Sample copies are attached.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>No, not at this time.</p> <p>We reserve the right to initiate the acceptance of P-Cards at a future date of our choosing should we decide to pursue a P-Card payment method.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Our pricing model is a discount from the Manufactures Stated Retail Price MSRP on each product. Attached to the RFP is a list of all products and their MSRP prices. Discounts to Canada will be 2% less than the discounts offered in the US. This will account for all customs fees and other associated costs associated with shipping from the U.S. to Canada. Attached are price lists by model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.
57	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.	Ditch Witch is offering discounts up to 10% from our manufacturers stated retail prices on all Ditch Witch, Hammerhead, and Subsite equipment. See attached pricing sheets for specific discounts on each model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Since we consider the Sourcwell Contract, and therefore their members, to corporately qualify for high volume discounts or rebates we offer a very attractive discount up front on all machines. Our pricing is best pricing up front and therefore additional volume discounts or rebates are not necessary and therefore not offered in our proposal. Local dealers may, from time to time, may offer special pricing to compete in their local markets. Such pricing will be at dealer discretion and will always be below the Sourcwell contract price.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products will be provided locally through the delivering dealer. The delivering dealer will provide a quote for the non Ditch Witch "sourced" product and the quote will be added onto the quote for the Sourcwell customer. The customer will have the option to accept the quoted price or reject the price and choose to only purchase the approved Sourcwell product from Ditch Witch or its sister companies. Then the customer would be free to purchase a "Sourced" item from the brand of their choosing.
60	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.	There are installation charges associated with certain optional features that may need to be installed on the Ditch Witch machines. Installation charges for those items will be clearly listed on the quote for the Sourcwell customer.
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are shipped from our factory in Perry, OK to the local Ditch Witch dealer that will be making the final delivery of the product to the Sourcwell member. We have attached a freight matrix that details current shipping rates to each geographic area of the country including rates to ship into Canada. The local dealer does not charge freight or a delivery charge for final delivery from he dealer to the local Sourcwell member. Other freight charges per item are included in the pricing lists. In certain instances Sourcwell members may take delivery from dealer inventory however, such inventory will be subject to the same freight charges as new production orders from the factory. Freight to Hawaii and Alaska will be quoted separately as needed. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada rates are listed int he freight matrix as indicated in question #61. Freight to Hawaii and Alaska will be quoted separately as needed. Note: Shipping rates to Alaska and Hawaii have varied drastically over the last 18months and will continue to vary for the foreseeable future. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of the equipment in this proposal will receive a Pre-Delivery Inspection (PDI) from the Ditch Witch dealer that includes a multi-point inspection of key components to insure everything complies with the Ditch Witch standard operations of the machines. A delivery checklist is reviewed with the customer to insure that key are covered by the dealer. This includes the provision of an operators manual for each machine, explanation of the standard limited warranty and phone numbers and contact information of the dealer service and parts personnel in the event that they would need to be contacted by the member This may also include operator training at time of delivery as needed.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Soucwell is our premier conduit to deliver our product to Government customers and as such we offer premium pricing to Sourcwell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>1. All Sourcewell quotes will be generated by the Ditch Witch factory and not from the independent dealer network. All quotes will be on an official Ditch Witch Quote (Sample attached)</p> <p>2. All purchase orders for the purchase of machines on the Sourcewell program will be issued to The Charles Machine Works and not the servicing dealer. This will ensure the PO matches the official quote.</p> <p>3. Invoicing to the customer will be directly from the Charles Machine Works.</p> <p>4. Payment will be made to The Charles Machine Works.</p> <p>With this process we remove the dealer from all pricing and guarantees that the Sourcewell contract pricing is compliant.</p> <p>In addition since all invoicing is provided by The Charles Machine Works we track each sale in our system by customer member number in our sales systems. We then run quarterly reports directly from our sales accounting system to insure every sale on the Sourcewell contract is not only priced correctly but also reported to Sourcewell correctly so that the administrative fee will be correct.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We provide monthly sales reports on the Sourcewell contract to our internal stakeholders and executive management. Example attached.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Charles Machine Works, Inc. will propose to pay Sourcewell a fee of 2% of the contract sales price of the machine less any freight and set up for all products in our proposal.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We are offering the complete line of Ditch Witch® pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products Subsite® pipe and cable locators, tracking electronics, as well as the complete line of HammerHead® pneumatic piercing tools.. All of these products are offered and available through our extensive dealer network. See attached for a list of current models.</p> <p>Ditch Witch Model Summary Pedestrian Trencher line up offer Engines from 12-31 hp and dig depths of 24-48 inches. Ride on Trenchers line up offers Engines from to 130hp and trencher dig depths to 97" Stand On Skid Steers have operating capacities from 600lbs to 3,100lbs. Vacuum Excavators Range from 150-gallon to 800-gallon Vacuum tanks. Ditch Witch Directional Drills range from 4,100 lbs. and 70,000 lbs. of Thrust Force.</p> <p>Subsite Electronics offers several models of HDD Guidance locators including Marksman, TK Recan, TK Recon repeater, Commander 7, Field Scout, Scoutview, HDD Beacons, TMS Plus and TSR Mobile. Subsite HDD Guidance systems and our exclusive Green Ops™ process give you a clear plan, more control, and faster reporting for safer, more productive jobs.</p> <p>Subsite Electronics also offers a complete line of utility locators including Utiliguard 2, 830R/T, Locating beacons and 2550GR ground penetrating radars system. Before you dig, trench or bore, you need a clear understanding of the hazards below your jobsite. Without it, you're working blind.</p> <p>Hammerhead offers a complete line of mole piercing tools. Including the Active head, Catamount and Standard tools moles as well as the Moletrac locating kit. HammerHead Mole® piercing tools are some of the most reliable in the industry today. With more than 24 models ranging from 2" to 8" (50 to 200 mm). HammerHead Mole piercing tools feature an industry-leading design that uses the heaviest one-piece striker in the industry. Our body housing design provides better durability and tool life than competitive models.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ditch Witch Utility trailers purpose built for the transportation of Ditch Witch branded equipment.

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture these products as we specialize in the underground utility market.
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not participate in this category.
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Charles Machine Works, Inc., is a family of companies that offers an entire range of fully integrated products that address the installation of pipe and cable underground. That is the singular purpose of our business. Our family of companies complement and complete each other so that we can be the sole source provider from the beginning to the end of every HDD bore.</p> <p>Subsite® Electronics locate existing pipe and cable underground and track the installation of new pipe and cable being installed so that the HDD equipment operator virtually has "eyes that see underground." Ditch Witch® equipment offers a broad line of equipment ranging from mini skid steer units to trenchers to HDD machines to vacuum excavators. American Augers® and Trencor® offer HDD machines in sizes that exceed Ditch Witch models to accommodate the largest of jobs. DWTXS® offers an HDD line of equipment specifically designed for various segments of the international market. The HammerHead® line of equipment ranges from moles to pipe bursters. The Radius® line of HDD tooling complements those manufactured by Ditch Witch and HammerHead for the most complete line of HDD tooling offered by any manufacturer in the underground construction market today. When pre-owned equipment is the answer, MTI® is the one-stop shop for those needs.</p> <p>The synergy created by The Charles Machine Works, Inc., family of companies is intended to give any contractor assurance that we have the product to complete the most difficult of installations of pipe and cable underground and that we do so with maximum productivity and cost efficiencies in mind.</p>
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Subsite products are industry leading in the area of utility locating equipment.
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of our branded attachments purchased in conjunction with a whole good machine. We are not offering replacement parts or service as a part of this bid. Replacement parts and service will be provided by the local dealer but, not as a part of this RFP.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - Pricing.zip - Tuesday November 02, 2021 08:11:59
- [Financial Strength and Stability](#) - Financial Statement Info and Dealer List.zip - Tuesday November 02, 2021 08:11:09
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday October 2, 2021 15:12:33
- MBE/MBE/SBE or related Certificates (optional)
- [Warranty Information](#) - Ditch Witch Limited Warranty Policy.pdf - Wednesday October 2, 2021 15:01:14
- [Standard Transaction Document Samples](#) - Transaction Documents.zip - Wednesday October 2, 2021 15:01:3
- [Upload Additional Document](#) - Dealer List-Training -Product Technology - Product Lit.zip - Tuesday November 02, 2021 08:11:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Spillars, Corporate Accounts Manager, The Charles Machine Works

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1

Quotation

The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Information

Quotation No. 20225689
Document Date 11/20/2025
Customer No. 509207
Dealership DITCH WITCH WEST (WEST SACRAMENTO,
WEST SACRAMENTO
PO _____
Created by Jon McLarty

Sold-to Party Address

CITY OF TRACY-PUBLIC WORKS DEPT.
NJPA# 18531
520 TRACY BLVD
TRACY CA 95376-4917

Global Account Price Quote Quote Valid until : 12/31/2025

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	<p><i>SOURCEWELL CONTRACT</i> <i>110421-CMW</i> <i>*****</i></p> <p><i>PER SOURCEWELL CONTRACT</i> <i>PLEASE ISSUE PURCHASE ORDER TO:</i> <i>CHARLES MACHINE WORKS</i> <i>1959 W FIR AVENUE</i> <i>PERRY, OK 73077</i> <i>*****</i></p> <p>HX30A - HX30A With the following configuration: Debris Tank 500 Gallon Water Tank 80 Gallons Filter Standard T Filter Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch HX Boom None Water Heater No Options Prospector Digging Lance Options Rear Work Lights Prospector Digging Lance Yes Hydraulic Oil Standard</p>			60,045.45

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Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Color Standard			
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	190-2804 - REAR WORK LIGHTS			162.84
1EA	025-1037 - VT9 500 GAL TRAILER			11,009.34
		Corporate Account Price		71,217.63
		Materials Surcharge		1,424.36
		Total Freight		2,300.00
		Total Tax		5,992.96
		Total Amount		\$ 80,934.95

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CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH THE CHARLES MACHINE WORKS, INC.

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and The Charles Machine Works, Inc., Ditch Witch Division (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to retain Supplier to provide a HX30A trailered hydro-excavator.
- 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 #110421 ("**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. 2026-_____, which was adopted by the City Council for the City of Tracy on January 20, 2026.

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: Jon McLarty, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent, which consent will not be unreasonably withheld. 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 Boyd Service Center 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 \$80,934.95.
4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel this Agreement at any time prior to the shipment of the Equipment, 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. Notwithstanding the foregoing, the City may not terminate or cancel this Agreement (without cause) after the Equipment has commenced shipping and/or delivery.
5. **BREACH.** In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice. 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 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 nonconforming Equipment rejected may be returned to the Supplier at the City's risk and expense.
7. **INDEMNIFICATION.** Supplier shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any claims for: (a) any damage to property; (b) death or injury to any person; and (c) a breach by Supplier of a relevant law in the course of, or caused by, the performance of its obligations under this Agreement, in each case as and to the extent that the damage, death or injury, or breach is caused by Supplier but Supplier's liability to indemnify the City will be reduced proportionately to the extent that the damage, death or injury, or breach is caused or contributed to by the City.
 - 7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; and "Claims" includes claims, demands, actions, losses, damages, injuries, and liability (including any and all related costs

and expenses) and any allegations of these.

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.

7.3 LIMITATION. IN NO EVENT SHALL THE CITY BE ENTITLED TO (NOR SUPPLIER LIABLE FOR) ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY KIND, WHETHER ARISING OUT OF (A) THIRD PARTY CLAIMS AGAINST THE CITY, OR (B) BREACH OF CONTRACT, TORT, WARRANTY (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SUPPLIER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.

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 that causes Supplier to be out of compliance with the provisions of this section 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 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.** Warranties for Equipment delivered hereunder are strictly given by the manufacturer thereof. Copies of a manufacturer's warranty, if any, which may apply will be provided by Supplier. Supplier warrants any labor performed according to the terms herein to be free from defects in workmanship for a period of 30 days from the date the labor was completed. If a defect in workmanship is found within the 30 days, Supplier will correct the defect during normal working hours at no cost to the City. Supplier's warranty does not extend to any defect, claim, or damage attributable to the failure to operate or maintain equipment in accordance with the manufacturer's specification.
- 11.1** 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.
- 11.2** THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES GIVEN BY SUPPLIER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SUPPLIER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 12. [NOT USED]**

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 Tracy Blvd.
Tracy, CA 95376

To Supplier:
The Charles Machine Works, Inc.
Ditch Witch Division
1959 W. Fir Ave.
Perry, OK 73077

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 by it in the course of performing its services hereunder.
- 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 including the Exhibits hereto, the Contract, and any preprinted terms and conditions in Supplier's proposal or the City's purchase order (if any), this 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.

SIGNATURES ON FOLLOWING PAGE

16. **SIGNATURES.** Each party represents and warrants that each individual executing this Agreement on behalf of the party has the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of the party.

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

City of Tracy

By: Dan Arriola
Title: Mayor

Date: _____

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Supplier

The Charles Machine
Works, Inc., Ditch Witch
Division

Signed by:
By: Michael Spillars
Michael Spillars

Title: Global Accounts Sales Manager

Date: 12/3/2025 | 8:05 PM CST

Federal Employer Tax ID No. _____

Exhibit A
Equipment

HX30A-PREP - HX30A Vacuum Excavator Prep Assembly

190-2804 - REAR WORK LIGHTS

025-1037 - VT9 500 GAL TRAILER

HX30A - HX30A

With the following configuration:

Debris Tank 500 Gallon

Water Tank 80 Gallons

Filter Standard T Filter

Controls Right Hand Traffic

Reverse Flow Yes

Hose and Tooling 4 Inch

HX Boom None

Water Heater No

Options Prospector Digging Lance

Options Rear Work Lights

Prospector Digging Lance Yes

Hydraulic Oil Standard



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Global Account Price Quote

Quote Valid until : 12/31/2025

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
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	Total Amount			\$ 80,934.95

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION 1) AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 DITCH WITCH HX-30-A VACUUM EXCAVATOR FROM CHARLES MACHINE WORKS, INC., DITCH WITCH DIVISION, UTILIZING THE SOURCEWELL COOPERATIVE PROGRAM AND 2) AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT IN THE AMOUNT OF \$80,935 FOR THE PARKS, RECREATION, AND COMMUNITY SERVICES DEPARTMENT.

WHEREAS, The Operations Division is responsible for managing most of the City's vehicle and equipment fleet; and

WHEREAS, Operations Fleet Division received authorization in the Fiscal Year 2024-2025 budget process for the addition and purchase of the Ditch Witch HX-30-A Vacuum Excavator; and

WHEREAS, The 2025 Ditch Witch Vacuum Excavator is needed to enhance staff efficiency in restoring water lines and preserving landscaping health; and

WHEREAS, This equipment will allow staff to quickly dig around exposed water lines, enabling timely diagnosis and repair while minimizing exposure and prolonged water outages; 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 is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220; and

WHEREAS, To convert Tracy public agency fleet to electric vehicles (EV) or alternative fuels, City staff is conducting extensive research on options and availability of Electric Vehicles for the vehicle contemplated herein; and

WHEREAS, Currently the manufacturer does not offer electric or alternative fuel equipment on the marketplace for purchase; and;

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

Description	Vendor	Cost	Public Bidding Procedure
2025 Ditch Witch HX-30-A Vacuum Excavator	Charles Machine Works, Inc. Ditch Witch West Division	\$80,935.00	Sourcewell (NJPA) 110421-CMW

and;

WHEREAS, The funding for the purchase of the Ditch Witch HX-30-A, in the amount of \$80,935 is available in the Parks, Recreation, and Community Services Fund; and, now therefore, be it

RESOLVED: That the City Council of the City of Tracy authorize the purchase of one (1) new 2025 Ditch Witch HX-30A Vacuum Excavator from Charles Machine Works, Inc., Ditch Witch Division, utilizing the Sourcewell Cooperative Program in the amount of \$80,935; and be it

FURTHER RESOLVED: That the Mayor is authorized to execute the purchase agreement.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January, 2026, 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

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) authorizing the purchase of one (1) 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 18' Flatbed Detail Trailer, and related accessories and supplies from Mark Rite Lines Equipment Company, Inc. utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of the Purchase Agreement in the amount of \$147,129.

EXECUTIVE SUMMARY

This item requests authorization to purchase an MRL (Mark Rite Lines) 9-4000 Detail Trailer equipped with two (2) 2,000-lb thermoplastic melters and sufficient capacity to transport the City's MiniMac striper and two pallets of material.

Acquiring this equipment will significantly enhance Transit's bikeway striping operations by enabling Public Works staff to more than triple current production capacity. The purchase will be made through Sourcewell cooperative purchasing contract.

BACKGROUND AND LEGISLATIVE HISTORY

The Transit Division is responsible for maintaining bikeway markings throughout the City. Public Works supports this effort by assisting with the installation and upkeep of thermoplastic striping and pavement symbols. These markings must be properly maintained to ensure bikeway safety, visibility, and compliance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Public Works' current production capability is limited by undersized equipment. The proposed MRL 9-4000 Detail Trailer provides increased material capacity, on-board thermoplastic melters, and the ability to transport the recently purchased MiniMac striper, thereby enabling larger-scale bikeway striping operations and improving operational efficiency.

ANALYSIS

To convert Tracy public agency fleet to electric vehicles (EV) or alternative fuels, City staff are conducting extensive research on options and availability of Electric Vehicles and equipment. Staff also researched similar pieces of equipment and could not identify any hybrid or Zero-Emission options that would meet the needs of the department. Mark Rite Lines Equipment Company currently does not offer this unit in an electric model. All internal combustion vehicles and equipment contemplated for purchase herein will meet the California Air Resources Board (CARB) requirements. Below is a list of equipment that will be purchased.

The MRL 9-4000 Detail Trailer includes One (1) MRL 2K Set, skid-mounted, diesel fired, air-jacketed, vertical design thermoplastic pre-melting kettle set (4,000 lbs. / total melting capacity). A 21 HP Kubota 3-cylinder liquid cooled diesel hydraulic power plant, hydraulic pump, hydraulic reservoir, battery and battery box mounted under the feed step platform. A 24-gallon fuel tank is mounted on the skid platform, expanded material storage, and the ability to transport additional supplies required for bike-lane striping. This configuration is essential to meet increasing bikeway maintenance and installation demands citywide.

The trailer's enhanced capacity is expected to more than triple current production, improving service delivery and reducing long-term maintenance backlogs.

FISCAL IMPACT

The total purchase cost is \$147,129, including tax. There is no fiscal impact associated with approving the purchase. Funding is available in Transit's bikeway budget. The purchase will be made through Sourcewell cooperative purchasing contract. No additional appropriation is required.

PUBLIC OUTREACH / INTEREST

This is an operational purchase necessary to support ongoing Transit bikeway maintenance and installation. No public outreach was conducted.

CEQA DETERMINATION

This item is an equipment purchase and does not constitute a project under the California Environmental Quality Act (CEQA).

STRATEGIC PLAN

This agenda item supports the City Council's adopted Public Safety, Infrastructure, and Quality of Life strategies by improving roadway and bikeway safety and enhancing maintenance operations.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) authorizing the purchase of one (1) 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 18' Flatbed Detail Trailer, and related accessories and supplies from Mark Rite Lines Equipment Company, Inc. utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of the Purchase Agreement in the amount of \$147,129.

Prepared by: Anthony Camarena, Operations Supervisor

Reviewed by: Anush Nejad, Director of Public Works
David Murphy, Assistant Director of Public Works
John Newman, Operations Superintendent of Public Works
Ed Lovell, Transit Manager Mobility and Housing
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A: Sourcewell Contract # 050625-MAR
B: Signed Purchase Agreement with Mark Rite Lines (MRL)

050625-MAR



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Federal Signal Corporation dba Mark Rite Lines Equipment Company, 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 Federal Signal Corporation dba Mark Rite Lines Equipment Company, Inc., 1333 Butterfield Road, Suite 500, Downers Grove, IL 60515 (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

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 July 7, 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 #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 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:**
 - 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.
- 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 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.

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.

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, 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 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.
- 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 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.

- 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.
- 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

Federal Signal Corporation dba Mark Rite Lines Equipment Company, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/1/2025 | 8:20 PM CDT

Signed by:

 D374F2FBFFDC40D...
 By: _____
 Steve Johnson
 Title: General Manager
 Date: 7/1/2025 | 5:08 PM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Mark Rite Lines Equipment Company, Inc.
Does your company conduct business under any other name? If yes, please state: MRL Equipment Company, Inc.
Address: 5379 Southgate Drive
Billings, MT 59101
Contact: Martha Schneider
Email: mschneider@markritelines.com
Phone: 406-869-9900 321
Fax: 406-896-8880
HST#: 32-0598795

Submission Details

Created On: Tuesday April 01, 2025 16:13:03
Submitted On: Friday April 25, 2025 11:48:15
Submitted By: Martha Schneider
Email: mschneider@markritelines.com
Transaction #: ae64261e-2cf1-4489-94df-66f5c3c47817
Submitter's IP Address: 147.243.203.204

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.	Federal Signal Corporation
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	No, our subsidiaries will execute the master agreement with Sourcewell/CANOE.
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).	Mark Rite Lines Equipment Company, Inc. Trackless Joe Johnson Equipment LLC, FS Solutions Liquidators/ Blasters Hog Technologies
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Federal Signal Cage Code: 1MAD8 UEI: M18SGN9VAEX5 Mark Rite Lines CAGE Code: 104V4 UEI: ZP1HHMJQBJB1 Hog Technologies CAGE Code: 4KMP1
5	Provide your NAICS code applicable to Solutions proposed.	237310-08 237310-15 237310-07 237310-13
6	Proposer Physical Address:	1333 Butterfield Road, Suite 500, Downers Grove, IL 60515
7	Proposer website address (or addresses):	https://www.markritelines.com https://www.federalsignal.com https://tracklessvehicles.com/ https://thehog.com https://jjei.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):	Steve Johnson General Manager Mark Rite Lines Equipment Company, Inc 5379 Southgate Drive, Billings, MT 59101 sjohnson@markritelines.com (406) 869-9900

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Boyd Montgomery National Director of Sales Mark Rite Lines Equipment Company, Inc 5379 Southgate Drive, Billings, MT 59101 bmontgomery@markritelines.com 406-869-9900</p>
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Martha Schneider Sales Coordinator-Mark Rite Lines Equipment Company, Inc. 5379 Southgate Drive, Billings, MT 59101 mschneider@markritelines.com (406) 869-9900</p> <p>Joe McIntyre Director of Sales – Trackless 55 Thunderbird Dr, Courtland, ON Canada N0J 1E0 jmcintyre@tracklessvehicles.com 519-698-0370 Ext 212</p> <p>Dennis Braswell Vice President Sales - Liquidators 7813 Professional Place, Tampa, FL 33637 dbraswell@blaster.net 813-985-4500</p> <p>Melissa Harper Sr. Manager, Rentals – FST Canada, Joe Johnson Equipment 2521 Bowman Street Innisfil, ON Canada L9S 3V6 mharper@jjei.com 705-229-9620</p> <p>Matt Butcher Director of Sales – Hog Technologies 3920 SE Commerce Ave Stuart, FL 34997 matt@thehog.com 484-951-1141</p>

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,	Mark Rite Lines Equipment Company, is headquartered in Billings, MT, with satellite

including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

operations in Tampa, FL (Liquidators). For over 36 years, we have been manufacturing and supplying customized highway and road striping and removal equipment. Through continuous refinement of our products, we have established ourselves as a proven leader in the road striping and removal equipment industry, both nationally and globally.

Founded on extensive first-hand knowledge and a background in striping operations, Mark Rite Lines Equipment Company, designs and builds traffic paint, thermoplastic, plural component, water blasting, and line removal/pavement grooving equipment with a strong reputation for reliability, durability, efficiency, and high productivity. We focus on creating equipment tailored to our customers' specific needs, recognizing that regulations vary based on geographic location and district requirements. Our commitment to customization and innovation allows us to solve our customers' challenges effectively.

With an emphasis on innovative engineering and a relentless pursuit of continuous improvement, Mark Rite Lines Equipment Company, brings a diverse portfolio of products to the market to meet customer needs. Our Mini Series products, such as the Mini Mac 400 and Mini Grinder, have been widely adopted by municipal customers for their versatility, durability, and reliability. Our ThermoPro Series offers trucks ranging from 4,000 lbs. to 24,000 lbs., ensuring a thermoplastic truck suited to any operation size. The Paint Pro Series includes air atomized and airless options, customizable for non-CDL or CDL units, with tank capacities ranging from 80 to 1,200 gallons. The EpoxyPro Series leads the industry with its impingement technology, which minimizes material waste and maximizes efficiency, making it the fastest application truck available. Our GrindPro Series provides non-CDL and CDL truck options with one-person operation capabilities, capable of performing plunge cuts and more. Additionally, the MRLiquidator, a high-pressure water truck, efficiently removes paint and rubber from roads and runways to prepare surfaces for repainting. Mark Rite Lines Equipment Company also collaborates with customers to design specialized trucks, including bituminous and broom trucks, to meet unique needs.

Beyond manufacturing, we provide exceptional support through our parts operations, backed by over 65 years of industry experience and \$15M in inventory. Our team of skilled technical service technicians offers in-field training and troubleshooting to ensure optimal performance.

Commitment to Innovation and Safety

At Mark Rite Lines Equipment Company, we are dedicated to road safety and the advancement of road marking and removal equipment. By leveraging extensive research, customer feedback, and technician field experience, we continuously develop improved products that enhance operator safety and productivity. Our innovation philosophy is rooted in a "customer-back" approach rather than a traditional "research and development-out" strategy. We actively partner with key customers to tackle complex technical challenges and improve operational efficiency.

Our Operating Principles

At Mark Rite Lines Equipment Company, we hire, operate, and evaluate based on the following 15 core principles. These are not just words on a wall but guiding tools that help us maintain the highest standards of operational excellence. They set the standard for every individual across our organization:

Have Gratitude – Appreciate the opportunities we have, our great customers, teammates, and limitless potential.

Be Positive – Choose optimism in every situation; attitude is within our control.

Be Disciplined – Hold yourself accountable and always meet the required standards.

Be Loyal – Build trust by being loyal to customers, teammates, and company standards.

Be Goal-Oriented – Set, pursue, and achieve goals to maintain progress and focus.

Learn Every Day – Embrace continuous learning to improve skills, mindset, and attitude.

Take Initiative – Be proactive, take ownership, and seek ways to contribute.

Accept Responsibility – Own mistakes, learn from them, and grow as a leader.

Lead by Example – Do the right thing, even when no one is watching.

Be Selfless – Put the team first and add value in every interaction.

Provide Value – Be a problem solver and enhance experiences for those around you.

Be Humble – Stay open to learning, practice humility, and let your work speak for itself.

Believe – Confidence in yourself and your mission leads to success.

Stay the Course – Overcome adversity by staying committed and moving forward.

Control the Controllable – Focus on what you can influence: thoughts, words, attitude, and actions.

Federal Signal Corporation - Our Mission

To remain the global leader in road striping and removal equipment by delivering customer-driven innovation, high-quality products, superior customer support, and cutting-edge solutions.

Mark Rite Lines Equipment Company's strength comes not only from our years of industry experience and market leadership but also from the backing of our parent company, Federal Signal Corporation. Federal Signal Corporation's journey began in the early 20th century when the Gilchrist brothers founded the Federal Electric Company, which initially manufactured electric store signs in Chicago. Since going public on the New York Stock Exchange in 1969, Federal Signal Corporation has grown into a diversified industrial manufacturer. Today, they produce specialized vehicles for maintenance and infrastructure markets, as well as safety and security products, serving municipal, government, industrial, and commercial sectors.

Federal Signal Corporation (NYSE:FSS) enhances the safety, security, and well-being of communities and workplaces around the world.

Founded in 1901, Federal Signal Corporation is a leading global designer and manufacturer of products and total solutions that serve municipal, governmental, industrial, and institutional customers. Federal Signal Environmental Solutions Group (includes Elgin, Vactor, Truvac, Trackless, Switch-N-Go, FST Canada, and Joe Johnson Equipment LLC).

With clean air and clean water at the forefront of today's concerns - now is the time to think about how the environmental risks will affect communities, businesses, and governments worldwide. To meet these challenges, Federal Signal Corporation has created the Environmental Solutions Group (ESG). This group includes industry-leading solutions from Elgin Sweeper Company, Vactor and Truvac Manufacturing, Trackless, and Switch-N-Go each with a large, innovative, and productive line of environmental cleaning and management products. In 2019, Federal Signal Corporation acquired Mark Rite Lines Equipment Company.

A key aspect of Federal Signal Corporation's approach is its understanding of the power of strategic partnerships, such as its collaboration with Sourcewell/Canoe. Federal Signal holds contracts with Sourcewell/Canoe for major brands like Elgin, Vactor, Trackless Equipment, Truevac, and Joe Johnson, enabling them to provide customers with exceptional value and streamlined purchasing options. This partnership further strengthens their commitment to delivering the highest quality products and services to meet the evolving needs of communities worldwide.

At the core of Federal Signal's mission is a dedication to quality. They build equipment that moves material, cleans infrastructure, and protects the communities where we live and work. Federal Signal is committed to solving some of society's toughest challenges in a sustainable and ethical way. With every product they manufacture and every service they provide, Federal Signal stays focused on doing what's right.

This commitment is reflected throughout the organization, from leadership to the 4,500 dedicated employees who work tirelessly to make this vision a reality. Federal Signal's core values guide their every action:

Integrity, Honesty, and Equality: These values form the bedrock of all our actions.

Intellectual Curiosity: We embrace the "why" and encourage exploration and innovation.

Adaptability: We develop our workforce to meet challenges head-on, ensuring that we stay on course no matter what changes arise.

Focus: Our strategy remains clear, and while tactics may shift, our dedication to customer satisfaction does not.

Clarity: We communicate openly, with transparency and purpose.

Judgment: We make thoughtful decisions, leveraging our knowledge for the benefit of our customers, employees, and company.

Passion: We care deeply about our customers and our colleagues, and we are relentless in solving problems and delivering solutions.

Optimism: A belief in our success is essential to achieving our goals, and we remain confident in our ability to overcome obstacles.

Federal Signal operates 23 manufacturing facilities around the world and manages over 30 service centers, supported by an extensive network of distributors and dealers. This global presence ensures they can meet the diverse needs of their customers wherever they are.

Trackless

In 2019, Trackless celebrated 50 years of business. Trackless factory upgrade was completed in June of 2002, our 110,000 sq. ft. plant sits on 28 acres of land in Courtland, Ontario. The factory is equipped with a 500hp Cummins generator that ensures no loss of production time during power outages. Trackless Vehicles continues to invest in our facilities, building a separate storage facility in 2016 and adding a 10,000 sq. ft. warehouse extension to our main building in 2017.

In 2023, Federal Signal Corporation purchases trackless. Jennifer Sherman, President and Chief Executive Officer of Federal Signal Corporation stated "The acquisition of Trackless represents a strong addition to our municipal product offerings and further bolsters our position as an industry-leading diversified manufacturer of specialized vehicles for maintenance and infrastructure markets," "With our Joe Johnson Equipment subsidiary currently the largest distributor of Trackless products in North America, we have a great appreciation of Trackless' products and reputation for quality and innovation. We are excited about the opportunities to leverage Federal Signal Corporation's distribution channel in the U.S. and Canada to expand the geographic reach of Trackless products and accelerate the growth trajectory of the business".

Hog Technologies

Hog has over 25 years in the airport and roadway industry. It began in 1988 when James Crocker owner & founder started as a pressure cleaning company pressure washing driveways and roofs in South Florida. The pressure washing led to the painting of large commercial buildings which in some cases required him to remove the paint before repainting, and to do this he needed higher and higher water pressures. The higher-pressure pumps led to an opportunity one day to remove a road marking for a local contractor which in time led James to the creation of our flagship product, the world-famous Stripe Hog waterblasting system. The Stripe Hog is used to remove pavement markings and striping from roads and airport runways and also clean the rubber from airport runways. It can also do surface preparation or cleaning the road or airport striping or makings to bring back the reflectivity. Stripe Hog has been sold in more than 56 countries worldwide and the first units built over 16 years ago are still out in the field working. Since 2014 by customer demand, we have innovated additional products to serve our customers. Today we offer many more pieces of equipment like our Rumble Hog that cuts rumble strips, grinds or grooves, Grinder Hog that grinds off markings, grooves for inlaid markings or cuts sinusoidal rumble strips, Hydro Hog for bridge deck patch repair, and airport runway repair, Crack Hog for crack sealing, Broom Hog for sweeping, Surface Hog for cleaning pervious pavements or just cleaning large areas, and there are many more innovations on the drawing board! Because we were a contractor first, our systems are built to be the most productive, easiest to maintain, dependable, and long-lasting systems on the market. We continue to evolve with our in-house team of engineers who continuously develop cutting-edge advances to provide the latest technology in the industry. Our goal is to provide our customers with the best equipment and customer support possible to ensure their success. Customers are the most important part of our business, without the customer there wouldn't be a company.

Core Values:

PASSION: With passion at the heart of everything we do, we nurture ideas, inspire excellence, and find creative ways to eliminate obstacles to cultivating growth.

INNOVATION: Customer input helps us develop products that best serve their business needs. Providing continual technology gives our customers a competitive advantage.

CUSTOMER SUCCESS: When our customers succeed, we succeed

		<p>INTEGRITY: Nothing is more important than our reputation. We are straightforward and honor our commitments every time.</p> <p>RESULTS DRIVEN: We are driven by a strong, results-driven work ethic.</p> <p>TEAM: To maintain an energetic, productive work environment that drives innovation and excellence.</p> <p>MISSION: To continue to be the global leader for water blasting systems by providing the most innovative top-quality equipment and having exceptional relationships with our customers.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is committed to utilizing the Sourcwell/Canoe platform to enhance and improve our members' ability to access the latest technologies in the road striping and removal industry. Our goal is to drive innovation and expand our product portfolio with solutions that serve our targeted customers across the U.S. and Canada. By partnering with Sourcwell/Canoe, we will be able to more efficiently and cost-effectively meet the growing demand for our products.</p> <p>Recognizing the success that many of Federal Signal Corporation's subsidiaries have had in leveraging Sourcwell/Canoe contracts, Mark Rite Lines Equipment Company, Trackless, Hog, and Liquidators understand the crucial role this partnership plays in expanding our reach, particularly within municipalities. This contract offers a significant opportunity to grow our customer base and strengthen our presence in the market.</p>

<p>13</p>	<p>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.</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators are a subsidiary of Federal Signal Corporation, and as such, we do not release independent financial information. However, we have included our 2024 annual report and the 10-K filing for your review. We understand that partnering with a financially stable company is essential, and to further demonstrate our financial health, we've also provided Letters of Reference from many of our larger vendor partners (uploaded in financial strength and stability files).</p> <p>As the market leader in road striping and removal equipment, Mark Rite Lines Company and Liquidators serves customers worldwide and is the preferred choice of contractors and municipalities alike. Our reputation for innovation and reliability continues to drive growth within the industry.</p> <p>Our financial strength is also evident in the continued strategic growth of Federal Signal Corporation. Since 2022, Federal Signal Corporation has successfully completed four major acquisitions: TowHaul, Blasters, Standard Equipment, and most recently (2/13/25) Hog Technologies.</p> <p>Elgin Sweeper Co. has been manufacturing street sweepers for over 100 years. Today Elgin is the leading manufacturer of sweepers for municipalities, contractors, airports, and industrial entities in North America. We offer the broadest selection of street sweepers including all variations of today's sweeping technology. Elgin is a subsidiary of the Federal Signal Corporation.</p> <p>Vactor/Truvac Manufacturing is a world leader in high-quality sewer cleaning and hydro-excavation solutions. For well over 50 years Vactor has been enhancing their expertise in air conveyance and use of high-pressure water for sewer cleaning and hydro-excavation. Vactor/Truvac, are also both a subsidiary of Federal Signal Corporation.</p> <p>Trackless is the Industry leader in municipal sidewalk tractors and for over 50 years has equipped Public Works Departments, Parks Departments, Airports, Universities, and Military facilities with equipment to tackle their toughest challenges. Trackless provides snow removal equipment from Alaska to Antarctica and from Newfoundland to Russia. Mowing, asphalt repair, leaf loading, and sweeping equipment is also sold to numerous governmental agencies all over the world. Trackless is a subsidiary of Federal Signal Corporation.</p> <p>Switch-N-Go has been a leader in manufacturing interchangeable municipal truck body systems for over 20 years. Switch-N-Go is a subsidiary of Federal Signal Corporation.</p> <p>Joe Johnson Equipment is a North American leading equipment distributor with over 35 years of sales and aftermarket support, rental, and used equipment experience both in the USA and Canada. Joe Johnson Equipment, too, is a subsidiary of Federal Signal Corporation.</p> <p>Hog Technologies was founded in 1988, Hog has established itself as a leading innovator serving infrastructure, municipal and airport markets, with a broad portfolio of products, including rubber- and paint-removal systems, pavement-marking and grinding trucks, and advanced waterblasting units. One of Hog's unique innovations is a patented runway rubber-removal system, which is widely recognized and used by major airports across the globe.</p> <p>Federal Signal Corporation Completes Record Year with Impressive Fourth Quarter Results, including 15% Net Sales Growth, 35% Operating Income Increase, and Strong Cash Generation; Issues 2024 Outlook.</p> <p>(Please refer to the attached documents for further details on our financial strength and stability.)</p>
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14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Currently, our industry is a non-reporting industry. Therefore, no independent data on market share exists for the road lining and removal markets.</p> <p>Mark Rite Lines Equipment Company manufactures equipment for both contractor and municipal markets. More Mark Rite Lines Equipment Company trucks are in operation across the U.S. than those of any competitor. Built for durability, our equipment is designed to last for years with proper maintenance. Many customers choose to refurbish their Mark Rite Lines Equipment Company trucks to extend their lifespan even further. Our marketing research indicates that we enjoy the following market share:</p> <p>Mark Rite Lines Equipment Company Inc.'s U.S. Market Share by Product Category:</p> <ul style="list-style-type: none"> 70% Thermoplastic Trucks 75% Removal/Grooving Trucks 65% Epoxy Trucks 25% Paint Trucks 30% Detail Trucks 95% Mini Mac 90% Mini Grinder 20% Liquidator Trucks – waterblasting removal 75% Melters <p>With the acquisition of Hog Technologies into the Federal Signal Corporation portfolio, we now are the market leader when it comes to waterblasting removal equipment with an estimated 95% share. Stripe Hog has more waterblasting systems operating around the world than our three closest competitors combined. 93% of North American airports (US and Canada) that own a waterblaster, own a Stripe Hog.</p> <p>Mark Rite Lines Equipment Company, Trackless, and Liquidators anticipates that leveraging the Sourcewell/Canoe contract will enable us to expand our product portfolio and increase our presence in the municipal market by 25%.</p>
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15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Currently our industry is a non-reporting industry. Therefore, no independent data of market share exists for the road lining and removal markets.</p> <p>Mark Rite Lines Equipment Company supplies numerous trucks to Canada each year. Given Canada's challenging climate and the high demand for quality road striping and removal equipment, many Canadian customers turn to Mark Rite Lines Equipment Company for their needs. They recognize the durability and resilience of our equipment and trust Mark Rite Lines Equipment Company to keep their operations running efficiently when it's time to get the job done. Our marketing research indicates that we enjoy the following market share:</p> <p>Mark Rite Lines Equipment Company Inc.'s Canadian Market Share by Product Category:</p> <ul style="list-style-type: none"> 60% Thermoplastic Trucks 25% Removal/Grooving Trucks 50% Epoxy Trucks 10% Paint Trucks 5% Detail Trucks 90% Mini Mac 90% Mini Grinder 5% Liquidator Trucks – waterblasting removal 60% Melters <p>With the acquisition of Hog Technologies into the Federal Signal portfolio, we now are the market leader when it comes to waterblasting removal equipment with an estimated 95% share. Stripe Hog waterblasting systems operating around the world than our three closest competitors combined. 93% of North American airports (US and Canada) that own a waterblaster, own a Stripe Hog.</p> <p>Mark Rite Lines Equipment Company, Trackless, and Liquidators anticipates that utilizing the Sourcewell/Canoe contract will allow us to expand our product portfolio and grow our presence in the municipal market by 25%.</p>
16	<p>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.</p>	<p>To date, Mark Rite Lines Equipment Company has never petitioned for bankruptcy. Federal Signal Corporation (including the Elgin, Vactor, Truvac, Trackless, Switch-N-Go, JJE LLC, Hog Technology, and FST Canada subsidiaries) has never been the subject of a bankruptcy action.</p>

<p>17</p>	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Mark Rite Lines Equipment Company, Elgin Sweeper, Vactor/Truvac Manufacturing, Trackless, Liquidators, Hog Technologies, and Switch-N-GO are manufactures. JJE LLC and FST Canada (Joe Johnson Equipment) are a Dealer/Distributor of Elgin, Vactor, Truvac, Trackless and Switch-N-Go products and are also a part of the Federal Signal Family.</p> <p>Mark Rite Lines Equipment Company and Hog Technologies defines itself as both a manufacturer and a service provider. We manufacture, sell, ship, and service equipment directly for end-use customers. MRL Equipment operates with a full, active staff across multiple departments, including sales, marketing, engineering, parts, sourcing, financing, shipping & receiving, fabrication, assembly, and service—ensuring comprehensive support for our customers.</p> <p>Our sales team consists of in-territory representatives who meet directly with customers at their locations. Additionally, we provide both in-house and field service technicians to support our customers' needs. Our engineering and marketing teams are readily available to assist our service and sales staff whenever necessary.</p> <p>To further enhance customer understanding and support, Mark Rite Lines Equipment Company Inc. has integrated our engineering and marketing staff into field visits alongside our sales and service teams.</p> <p>Our headquarters is located in Billings, MT, with a satellite location in Tampa, FL. To support continued growth, Mark Rite Lines Equipment Company also works with distributors and agents covering international markets.</p> <p>Federal Signal Corporation brings to Mark Rite Lines Equipment Company a rich history of varying go-to-business strategies to service customer segments. This allows the subsidiaries to leverage knowledge and best practices to collaborate and solve customer problems.</p> <p>Elgin, Vactor and Truvac, Trackless and Switch-N-Go products are sold, rented and serviced through a dealer network of more than 100 factory-trained dealer locations. Our dealer network consists of independently-owned, third party contracted entities with their own sales and service personnel. (See upload map of coverage areas)</p> <p>Joe Johnson Equipment, LLC and FST Canada dba Joe Johnson Equipment (JJE) are both a distributor/dealer subsidiary of Federal Signal Corporation. Joe Johnson Equipment is Canada's largest and one of North America's leading infrastructure-maintenance equipment suppliers. JJE proudly serves municipalities, contractors, haulers and industrial companies in Canada and the U.S. JJE has a longstanding reputation for distributing industry-leading products through its national branch network with a keen focus on customer support. JJE specializes in serving municipalities, municipal contractors and industrial contractors with high quality products, rentals and used equipment sales, parts and service. These products include street sweepers, sewer cleaners, vacuum trucks, snow removal equipment, and refuse collection equipment</p>
<p>18</p>	<p>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.</p>	<p>Our industry does not require any specific licenses or certifications; however, we currently hold the following licenses and certifications:</p> <p>Montana Secretary of State Certificate of Authorization</p> <p>Montana Department of Justice MVD New Motor Vehicle Manufacturers, Distributors, and Importers License</p> <p>Montana Department of Justice MVD Transporter of New Motor Vehicles License</p> <p>ANSI</p> <p>ASTM</p> <p>ASME</p> <p>Federal Motor Vehicle Safety Standards (FMVSS)</p> <p>AWS Welding Society</p> <p>Florida business license</p> <p>Florida vehicle dealer license</p> <p>Our Elgin facility is •ISO 9001 certified. We are ISO 9000 and 14001 at our Vactor/Truvac facility. This means that we adhere to appropriate manufacturing and quality process and procedures.</p>

19	<p>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.</p>	<p>N/A. To date, Mark Rite Lines Equipment Company, Trackless, Liquidator, JJE, Hog Technologies, and Federal Signal Corporation have never been issued a notice of suspension or debarment throughout their years of operation.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Throughout its years of operation, Mark Rite Lines Equipment Company has received numerous recognitions and accolades. Notable awards include:</p> <p>Federal Signal Workplace Hazard Reduction Award: 2020, 2021, 2023</p> <p>Roads & Bridges Contractor's Choice, Pavement-Marking Removal: 2022</p> <p>Graco Distributor of Distinction: 2013, 2014, 2021</p> <p>State of Montana Governor's Excellence in Exporting, Exporter of the Year: 2012</p> <p>Prominent Member of the American Traffic Safety Services Association (ATSSA): 1989–2025</p> <p>American Traffic Safety Services Association Mark of Excellence Award: 2012</p> <p>American Traffic Safety Services Association Industry Achievement Award: 2010</p> <p>Active Member of National Truck Equipment Association: since 2010</p> <p>Active Member of Montana Contractors Association: since 2020</p> <p>Montana Contractor Compensation Fund Safety Committee Safety Award: 2012</p> <p>Distinguished Beneficiary of The National Economic Commission of The American Legion: since 2000</p> <p>Established Affiliate of The Associated General Contractors of America Association</p> <p>Recipient of the 2024 Federal Signal President's Award for a 0.0 TCIR (total case incident rate) via MRLiquidator</p> <p>Hog - Road & Bridges Contractor's Choice Award 2007, 2005</p> <p>Hog - Senate Small Business of the week 2019</p> <p>Hog - Vision Awards - Grounds 2019</p> <p>Hog - Martin County Headquarters of the Year 2018</p> <p>Hog - Governor's Business Diversification Award 2009</p> <p>Hog - Export Excellence Award 2009</p> <p>Hog - ATSSA Innovation Award 2005</p> <p>Hog - Better Roads Top Rollout 2005</p> <p>Hog – South Florida Manufacturer of the Year 2024</p> <p>Liquidators was recently recognized (2025) by Federal Signal Corporation - President's Award for small facilities. This award recognizes the hard work the manufacturing team does to reduce their total case incident reporting from 2023-2024.</p> <p>On November 27, 2019, Federal Signal Corporation was named a multi-award winner in the 2019 Best in Biz Awards. Federal Signal Corporation was awarded the Gold award for "Fastest-Growing Company of the Year - Large Companies (1,000+ Employees)". This award recognizes impressive operational and financial performance over the last 18 months. It also acknowledges the strong growth that has resulted from a combination of strategic acquisitions and organic growth initiatives, including the impact of several new product introductions.</p> <p>In 2020, acknowledged by Fortune Magazine, Federal Signal Corporation was recognized as one of the "100 Fastest Growing Companies."</p> <p>In 2020, Jennifer Sherman, President and CEO of Federal Signal Corporation, was named one of Crain's Notable Women Executives Over 50 who have jumped hurdles to reach the highest levels of business, medicine, higher education and nonprofits. A</p>

		<p>number defied the odds in rising to influential positions in male-dominated fields such as banking and financial services, law and manufacturing. Women, of course, still face formidable obstacles. They represent only 11 percent of top earners at S&P 500 companies, according to a January study by Catalyst. And they make up just over a quarter of executive and senior-level officials and managers. However, they see the big picture and are bringing their sisters along by leading diversity and inclusion efforts, supporting women's resource groups, pushing for more family-friendly policies and mentoring younger colleagues. That should provide encouragement to already influential millennial women who have the opportunity to dramatically reshape the workplace in the years ahead.</p> <p>At the National Pavement Exposition, held in Nashville January 29th to February 1st of 2020, the WorldSweeper.com/World Sweeping Association's Award of Excellence in Power Sweeping was awarded to Elgin Sweeper Company. The award wording, as presented by Ranger Kidwell-Ross, the Editor of WorldSweeper.com and Director of the World Sweeping Association: Although unquestionably a worthy recipient as a result of what the company has brought to the power sweeping industry in the 105 years since it was started, they were chosen as this year's Award recipient for another specific reason. This year's Award recognizes the extraordinary expenditure of effort and investment the company made during the development of its newest product, the RegenXTM. To come up with a final design for its RegenX product, the company's representatives traversed the United States, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of what it termed "true voice-of-the-customer insights." "For its willingness to conduct such extensive, real-world prototype testing and feedback before bringing its RegenX model to market, at this time it is my great honor to present the WorldSweeper.com/world Sweeping Association's 2020 Award of Excellence in Power Sweeping, the United States power sweeping industry's highest honor, to Federal Signal Corporation's Elgin Sweeper Company."</p>
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Approximately 40% of Mark Rite Lines Equipment Company's sales over the past three years have come from governmental agencies. For Hog Technologies and Liquidators, 25% of their sales are governmental. Most governmental agencies choose to contract out this service. As a company, Federal Signal Corporation generates around 65% of its revenue from municipal sales.</p>
22	What percentage of your sales are to the education sector in the past three years?	<p>Less than 1% of Mark Rite Lines Equipment Company's and Hog Technologies sales have been directed to the education sector. This is because very few educational institutions handle their own road striping or removal. As a company, Federal Signal Corporation generates around 2% of its revenue from the education sector.</p>
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?	<p>Mark Rite Lines Equipment Company has conducted business with various Department of Transportation (DOT) departments across the U.S. where we are registered as a vendor. These include:</p> <ul style="list-style-type: none"> Washington DOT Missouri DOT Minnesota DOT Alabama DOT CalTrans Utah DOT Mississippi DOT Oregon DOT <p>Annual Sales Value: \$3.5M</p> <p>In addition, Mark Rite Lines Equipment Company does business with numerous cities across the U.S. and Canada, including:</p> <ul style="list-style-type: none"> Atlanta Austin Billings Charleston Charlotte Chico Columbus

Edmonton

Fort Smith

Garland

Hillsboro

Holyoke

Kelowna

Kokomo

Los Angeles

LaFayette

Laredo

Lincoln

Medford

Memphis

Modesto

Montgomery

Newport

Ridgecrest

Salt Lake

San Marcos

Stockton

Vancouver

Winchester

Annual Sales Value: \$4M

Mark Rite Lines Equipment Company also conducts business with multiple counties across the U.S., including:

Clark

Ocean

Deschutes

Harrison

Los Angeles

Osceola

Queens

Annual Sales Value: \$650K

Buy Board: Annual Sales Value: \$350K

Furthermore, Mark Rite Lines Equipment Company sells to several third-party agents that hold contracts with federal entities for truck bodies. Annual Sales Value: \$750M

Hog Technologies has a HGACBuy contract - \$1,081,575 annually

Federal Signal Corporation, benefits from numerous agreements, which include:

Commonwealth of Pennsylvania

State of New Mexico

		<p>Region 8, ESC, TX (Tips)</p> <p>State of Minnesota</p> <p>State of Tennessee</p> <p>State of Oregon</p> <p>State of Iowa</p> <p>State of Kansas</p> <p>State of Maine</p> <p>State of Ohio</p> <p>State of Missouri</p> <p>City of Los Angeles</p> <p>Additionally,</p> <p>Federal Signal Corporation currently holds Sourcwell contracts for Elgin, Vactor, Truvac, Trackless, Switch-N-Go equipment sales of sweeper, sewer cleaner and vacuum excavation products.</p> <p>Elgin Sweepers holds an HGACBuy contract and a Sourcwell Contract 093021-ELT</p> <p>Vactor is on HGACBuy and holds Sourcwell Contract 101221-VTR.</p> <p>Joe Johnsons Equipment also holds a Sourcwell Contract 040924-FSC.</p> <p>TruVac holds a Sourcwell Contract 101221-VTR</p> <p>Trackless Equipment holds a Sourcwell/Canoe Contract 093021-ELT</p> <p>The annual sales volume for that contract is \$104m in 2024 combined.</p> <p>Several of our dealer partners do hold state and/or local purchasing contracts. Entirely utilized by our local dealers, these purchasing contracts do not necessitate specific pricing discounts from the manufactures. Sales volume is unknown as the contracts are not held by us and are not tracked.</p>
24	<p>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?</p>	<p>Mark Rite Lines Equipment Company currently does not hold a GSA contract. However, we have made sales to the Federal Government through third-party agents that hold GSA agreements, with total sales valued at \$850K. Currently, we do not offer any Standing Offers or Supply Arrangements.</p> <p>Hog Technologies has its products listed on GSA through our partnership with Fedharmony aka Global Enterprises, Cage #4KMP1. We have only sold to Air Force Bases through GSA and for 2022 is \$249,999. Prior to that is 2018 \$623,785.76, 2017 \$350,000.00</p> <p>Federal Signal, along with several of its subsidiaries, participates in GSA contracts. Federal Signal solutions are available via GSA Advantage and TLS Contracting, under GSA Contract # GS-07F-5965P and GSA Contract # GS-07F-0115Y. Additionally, GSA contracts are held by ELGIN (Contract #SPM500-01-D-0099) and VACTOR (Contract #SPM500-01-D-0116).</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Washington State DOT	Sean Hoffert	907.942.0458
City of Ridgecrest	Owen Hartley	760.449.5092
Los Angeles County	Frank Ochoa	626.476.0173
City of Los Angeles	Alan Riddle	213.344.8782
Minneapolis-St Paul International Airport	Wayne Steele, Fleet Manager wayne.steele@mspmac.org	O: 612.726.5882 C: 612.772.3074

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 *
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26	Sales force.	<p>We have the backing of Federal Signals Environmental Solutions Group (ESG - Elgin, Vactor, Truvac, Trackless, Switch-N-Go and JJE) sales force for North America sales consists of 4 Vice Presidents of Sales, 8 Directors of Sales, with 38 Regional Sales Managers (RSM) reporting to them. 100% of their time is dedicated to the sales, rentals, and dealer support of Elgin, Vactor and Truvac, Trackless and Switch-N-Go products. The RSM's live and work within defined territories located throughout the US and Canada. Our rentals team consists of 9 dedicated individuals that are 100% focused on rental support. Joe Johnson Equipment has 42 Regional Sales Managers promoting sales and rentals within our territories.</p> <p>Mark Rite Lines Equipment Company and Liquidators employs an extensive team to support all sales efforts. The team is composed of the following members:</p> <p>General Manager</p> <p>Director of Sales</p> <p>Director of Operations</p> <p>Manufacturing Manager</p> <p>5 Territory Sales Managers: Two of these Territory Sales Managers are based in their respective territories (one on the East Coast and one in Florida), while the other three are based in Montana and travel to their designated territories.</p> <p>1 Inside Sales Coordinator: The Inside Sales Coordinator supports the sales team, handles equipment invoicing, and coordinates shipments and governmental contracts.</p> <p>2 Sales Demo Technicians: The Demo Technicians assist the sales team with product demonstrations in the market. One demo technician is based in Montana, and the other is based in Florida.</p> <p>1 Marketing Manager: The Marketing Manager oversees all marketing activities for Mark Rite Lines Equipment Company Inc., including managing responses to customers and the public on the company's established social media platforms.</p> <p>1 Refurbish and Retrofit Sales Manager: The Refurbish and Retrofit Sales Manager coordinates all retrofit and refurbishment business generated by Mark Rite Lines Equipment Company Inc.</p> <p>3 Inside Parts Sales Personnel: The Inside Parts Sales team consists of one Parts Manager and two Parts Sales Representatives, with over 65 years of combined industry experience to support customers with parts orders.</p> <p>7 Service Technicians: The Service Technicians assist Mark Rite Lines Equipment Company Inc.'s customers with service or operational inquiries. Of the seven team members, two are based in Florida. The Service Technicians also provide on-location training and startup assistance for our equipment directly to customers.</p> <p>12 Engineers: The engineering team consists of 12 professionals who support the sales team with new builds, providing engineering drawings for customized trucks, minis, and melters. The team encompasses expertise in electrical, mechanical, and industrial engineering.</p> <p>Hog Technologies</p> <p>Vice President/General Manager</p> <p>Director of Sales</p> <p>Sales Support Manager</p> <p>8 Outside sales representatives (Domestic/International)</p> <p>3 Inside Sales Representatives</p> <p>4 Parts Sales Representatives</p> <p>7 Engineers: They are dedicated to supporting the sales team with layout design and customer customization requests.</p>
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<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Mark Rite Lines Equipment Company and Hog Technologies sell factory-manufactured products directly to customers through an experienced sales team. The equipment is shipped from three locations: Billings, MT, Stuart, FL, and Tampa, FL.</p> <p>For international sales, we employ a dual approach. Mark Rite Lines Equipment Company works with distributors who have specific geographic coverage territories, and we also utilize sales agents who cover designated regions. Our domestic sales team is responsible for all sales within the U.S. and Canada.</p> <p>The domestic sales team will also support the sale of products internationally.</p> <p>Mark Rite Lines Equipment Company prides itself on maintaining direct connections with its customers. This close relationship helps our teams stay informed about current customer challenges or trends. Additionally, direct contact with our customer base enables Mark Rite Lines Equipment Company teams to respond quickly, working closely with contractors and government agencies to meet their needs.</p> <p>We also have the backing of Federal Signals dealer network with dedicated factory RSM support throughout their respective territory. The Dealer network are third party entities with 100 dealer locations throughout the US and Canada and 230 dealer sales and rental personnel covering all North America. (See upload map of coverage areas)</p>
<p>28</p>	<p>Service force.</p>	<p>Mark Rite Lines Equipment Company and Liquidators has a comprehensive after-market service support team designed to assist customers throughout the life of their equipment. Building customized road marking and removal equipment requires us to stay connected with our customers, ensuring they receive support from startup to full operation. Our service technicians and sales team are readily available to address any customer concerns.</p> <p>At Mark Rite Lines Equipment Company and Liquidators, our sales team members are responsible for guiding customers through any service issues that may arise. The seven service technicians on staff are accessible through multiple communication channels, providing convenience and ensuring prompt resolution of issues. In the past year, we have implemented a service support technology provided by HubSpot, allowing us to manage service tickets efficiently and respond quickly to customer needs. HubSpot provides visibility throughout the sales and service teams to the tickets so that we can resolve the customers' concerns quickly.</p> <p>Our service technicians have direct access to our engineering team, enabling fast issue diagnosis and the development of solutions for customers. We understand that equipment downtime results in additional costs for our customers, and we are committed to minimizing that impact.</p> <p>In addition, our parts team and refurbishment sales manager assist with many service calls, thanks to their extensive knowledge of our equipment. Since many of our employees have hands-on experience with our products, we understand the specific requirements of the equipment firsthand.</p> <p>Mark Rite Lines Equipment Company's and Liquidator technicians and trainers are available to travel in the field on a weekly basis to ensure ongoing support. They are available 24/7.</p> <p>Trackless factory-certified technicians are available 24/7 to answer customer concerns. They offer a 24-hour toll-free helpline in USA and Canada that is staffed by factory personnel. The idea is to provide an immediate response to the dealers and end-users.</p> <p>support@tracklessvehicles.com 519-688-0370, option 2</p> <p>Parts@tracklessvehicles.com</p> <p>All parts orders received by Trackless before 1:30 pm are shipped the same day. Order fill rate is over 99%.</p> <p>The Trackless MT, along with Trackless attachments, were designed with serviceability in mind. Our service department is here to ensure your Trackless MT experiences minimal downtime, should it arise. Trackless customers also have access to Municipal Tractor University (MTU), a free online platform that serves as a comprehensive self-service resource, providing 24/7 access to documentation and information to enhance your trackless MT and attachment experience.</p> <p>Hog Technologies provides a complete aftermarket service and support for the life of the equipment. Included with every sale is our 24/7/365 Customer Service & Technical Support. A skilled representative will answer a call within 10 minutes 24 hours a day. Warranty and Parts orders can call in on an 800-phone number, email, or online ordering. This department includes:</p>

		<p>1 Chief Operating Officer</p> <p>1 Director of Technical Support</p> <p>1 Lead Customer Support and Parts Representative 3 Customer Support Representatives</p> <p>6 Technical Support Representatives</p> <p>1 Director of Hog University online training courses 6 Equipment Trainers</p> <p>1 Training Assistant</p> <p>Our Technical Support Reps and Trainers are available to travel to the customer's location as needed.</p> <p>Customer focus is a core value at Mark Rite Lines Equipment Company, Trackless, Hog, and Liquidators and all our employees are committed to making this happen.</p> <p>Federal Signal Corporation supports the subsidiaries with a service model that consists of a Senior Internal Service Manager at many of the subsidiary's locations. Each service manager has 5-6 technical service specialists (TSS) focused on their respective product lines and dedicated themselves to answering service-related issues from dealers and end-user customers. Field Customer Service Senior Manager with three Regional Service and Support Managers (RSSM) that live across the country and provide training, warranty, and other customer support functions within their territories. These individuals travel extensively providing dealer and customer support. Joe Johnson Equipment (JJE) also has over 68 dedicated factory trained technicians to support products for both rental and sales.</p> <p>(See upload map of coverage areas)</p>
29	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators handle all sales orders directly through our dedicated sales team. The process begins when a customer reaches out to one of our professional Territory Sales Managers. Through a thorough discovery process, the Sales Manager listens closely to understand the customer's unique needs and creates an official proposal to meet those requirements. (Examples of sales documents are uploaded)</p> <p>During this initial phase, our sales team often collaborates with our engineering team to develop concept drawings, ensuring the customer fully understands the proposal. Once the purchase order is received, the sales team will issue a production order, prompting our engineers to create official engineered drawings of the equipment. These drawings are then presented to the customer for approval and sign-off.</p> <p>After receiving customer approval of the drawings for the desired unit, our sales, engineering, sourcing, and production teams meet daily to review the build's progress and ensure timely execution.</p> <p>Mark Rite Lines Equipment Company's in-house Sales Coordinator works closely with the sales team and the customer to facilitate account setup, credit applications, titling, and invoicing once the purchase order is received.</p> <p>Customer focus is a core value at Mark Rite Lines Equipment Company, Trackless, Hog, and Liquidators and all our employees are committed to making this happen.</p>
30	<p>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.</p>	<p>When Mark Rite Lines Equipment Company and Liquidator receives a request for customer service, our factory-certified technicians are required to respond within 12 hours of contact. Both our sales and service personnel operate 24/7 and are generally reachable via their mobile contact numbers. We have direct emails that are monitored 24/7 at:</p> <p>sales@markritelines.com</p> <p>parts@markritelines.com</p> <p>service@markritelines.com</p> <p>customersupport@markritelines.com</p> <p>In the event that a service ticket is issued, our system (HubSpot) has notifications set up based on time, response, and severity level. To ensure a thorough understanding of the situation, our service technicians have access to all production files and drawings for each of our trucks. This access allows our staff to begin diagnosing issues immediately. Additionally, technicians can directly contact the production engineer or manufacturing manager for expert assistance.</p>

Once the root cause is determined, the technician, in coordination with the sales representative, can issue warranty work orders for fabrication or procurement of the necessary parts. Mark Rite Lines Equipment Company then works closely with the customer to establish a timeline for repairs.

Management receives system-generated reports that provide Key Performance Indicators (KPIs) on service. Mark Rite Lines Equipment Company and Liquidators use this data to improve customer satisfaction, internal processes, turnaround time, and supplier quality. Our entire team is committed to continually enhancing these metrics.

Mark Rite Lines Equipment Company keeps \$15 million in parts on hand, and our parts team strives to ship 100% of in-stock items the day they are ordered. We also provide expedited services for emergency situations. Management closely monitors fulfillment metrics and adjusts processes based on internal and external factors.

When sales inquiries are received, our sales team responds on the same day. If a sales team member is unavailable, customers (both potential and existing) can contact another team member for assistance. Mark Rite Lines Equipment Company and Liquidators offer multiple ways for customers to reach our sales team. Our website provides contact information for each sales representative, and we maintain a variety of social media channels for 24/7 accessibility. Customers can also email sales@markritelines.com or use our website's submission form, which routes inquiries directly to the territory salesperson.

All inquiries are logged into HubSpot, and our service and sales team utilize the system to track and record all relevant details.

Mark Rite Lines Equipment Company and Liquidators strive to deliver equipment orders on time. Once received, orders are slotted into our production schedule. As each truck is customized to the customer's specifications, build times can vary based on production requirements. However, many of our MiniPro Series and ThermoPro Pre-Melter Series products are kept in stock. Orders for these items can be shipped out within two weeks, depending on any changes requested by the customer. *

Trackless factory-certified technicians are available 24/7 to answer customer concerns. They offer a 24-hour toll-free helpline in USA and Canada that is staffed by factory personnel. The idea is to provide an immediate response to the dealers and end-users.

support@tracklessvehicles.com 519-688-0370, option 2

Parts@tracklessvehicles.com

All parts orders received by Trackless before 1:30 pm are shipped the same day. Order fill rate is over 99%.

The Trackless MT, along with Trackless attachments, were designed with serviceability in mind. Our service department is here to ensure your Trackless MT experiences minimal downtime, should it arise. Trackless customers also have access to Municipal Tractor University (MTU), a free online platform that serves as a comprehensive self-service resource, providing 24/7 access to documentation and information to enhance your trackless MT and attachment experience.

Hog Technologies provides with the purchase of every piece of equipment includes our 24/7/365 Customer & Technical Support. When the call comes in Mon-Fri 8:00 am to 5:00 pm it is automatically routed to a live qualified technician. If for some reason the person is on another call and the customer gets voicemail, we commit that a returned call will happen within 10 minutes. After hours the call is forwarded to a technician's cell phone 24/7. Should the customer have an issue with their system a "Case" is opened in our CRM database and assigned to the appropriate department for follow-up and resolution. All Cases are tracked and reported daily.

Parts Orders can be ordered 24/7 with our online portal, email the order to orders@thehog.com or call our toll-free phone number. We have \$4-5M in parts inventory and we ship 98% of parts the same day the order is placed. The Hog Management Team tracks the actual statistics to ensure this delivery goal is met. We also provide overnight shipping via FedEx and in emergencies we can fly a technician with parts to a customer's location to get their system back up and running.

All sales inquiries for equipment are handled on the same day as received. Should a rep not be able to get an actual quote to the customer same day, the Member will at least be responded to with an anticipated timeframe they can expect to receive it. In some cases, we may need to wait to get a price/timeframe from a component vendor to quote the system. Delivery on equipment purchases can vary, our systems are typically built as ordered and at this time our standard delivery timeframe is within 150 days from the Purchase Order. We try to keep spec trucks on our Production

		<p>Calendar being built, so there is the possibility of a sooner delivery. Delivery options will be reviewed with the customer at the time of order to provide them with the soonest possible option.</p> <p>Customer focus is a core value at Mark Rite Lines Equipment Company, Trackless, Hog, and Liquidators and all our employees are committed to making this happen.</p> <p>(See uploaded map of coverage areas)</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Mark Rite Lines Equipment Company and Hog Technologies have done business globally, with a focus on bringing innovative road striping and removal equipment to both domestic and international markets.</p> <p>Our primary business serves U.S. and Canadian municipal and contracting customers. We receive inquiries weekly from both current customers and prospects interested in Sourcewell/Canoe. Our professional sales team works closely with municipal clients to understand their needs, helping them build durable, efficient, and productive products that deliver the ROI they desire.</p> <p>As the procurement landscape evolves, cooperative purchasing remains an essential way for our customers to specify their desired products. Mark Rite Lines Equipment Company, Trackless, and Liquidators is committed to driving the growth of Sourcewell/Canoe utilization across the U.S. and Canada. As the market leader in road striping and removal equipment, we are well-positioned to promote Sourcewell/Canoe through our marketing and sales efforts.</p> <p>Mark Rite Lines Equipment Company leads the industry in social media followers, surpassing all competitors. Our extensive customer database is a valuable resource for targeting both existing and new Sourcewell/Canoe members. With locations in Montana and Florida, and a professional sales team strategically positioned across the U.S. and Canada, we are uniquely capable of promoting Sourcewell/Canoe, bringing new members to the platform, and driving growth for both Sourcewell/Canoe and our business.</p> <p>With the backing of Federal Signal Corporation, and the extensive dealer network that covers all North America with their factory sales and service support personnel, Mark Rite Lines Equipment Company, Trackless, and Liquidators is more than capable and will fully support all Sourcewell/Canoe member sectors for sales, rentals and used equipment.</p> <p>(See uploaded map of coverage areas)</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators already has a strong and established business presence in Canada. We understand the unique requirements of the Canadian market, including the differences in products and materials needed. As a market leader in the industry, we are committed to approaching the Canadian market with the same passion and dedication that we apply in the U.S.</p> <p>We recognize that the Canadian procurement system differs from that of the U.S., with varying regulations across provinces, Canadian free trade agreements, and additional rural purchasing groups. The Sourcewell/Canoe agreement helps to address and mitigate some of these challenges. Our dedicated sales and service teams, who cover the Canadian market, will actively promote Sourcewell/Canoe to both existing customers and potential prospects.</p> <p>With the backing of the Federal Signal Corporation and the extensive dealer network that covers all of North America with their factory sales and service support personnel, Mark Rite Lines Equipment Company, Trackless, Hog, and Liquidators are more than capable and will fully support all Sourcewell/Canoe member sectors for sales, rentals and used equipment.</p> <p>(See uploaded map of coverage areas)</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators are fully equipped to service all U.S. territories and Canadian provinces through this contract. With our extensive network of sales, service, and support teams across North America, we are well-positioned to meet the needs of our customers in both the U.S. and Canada.</p> <p>(See uploaded map of coverage areas)</p>	*
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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators are fully committed to selling and servicing all sectors of government covered under the Sourcewell/Canoe contract. We provide high-quality equipment and exceptional customer service to meet the diverse needs of government agencies at all levels.</p>	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators have no restrictions that would apply to our sales or services. We already sell and provide support for our products in Hawaii, Alaska, and U.S. Territories, ensuring that all regions are fully serviced with the same commitment to quality and customer satisfaction. (See uploaded map of coverage areas)	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>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.</p>	<p>Upon being awarded the contract, Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators will initiate a comprehensive marketing campaign to introduce Sourcewell/Canoe to our customers and prospects. Our efforts will be focused on the following key areas:</p> <p>Training Sales and Service Teams: We will provide specialized training for our sales and service teams to ensure they can effectively utilize the Sourcewell/Canoe contract with municipal customers. We plan to collaborate with Sourcewell/Canoe resources to support training and relationship development, empowering our sales team to maximize opportunities and close business effectively.</p> <p>(Please see upload Sales Project Planner for detailed training plan)</p> <p>Marketing Initiatives: Our Marketing Manager will lead a thorough marketing campaign that includes the following strategies:</p> <p>Digital Strategies:</p> <p>Website: Sourcewell/Canoe branding will be prominently displayed across our website. Later this year, we will be launching a new website that will feature a dedicated landing page for purchasing, highlighting Sourcewell/Canoe with links to the contract award pages and sign-up page. We will also optimize search terms and metadata to ensure high visibility.</p> <p>Membership will be proudly displayed on our Mark Rite Lines website www.markritelines.com with a dedicated purchasing option page</p> <p>Membership will be proudly displayed on our JJE website https://www.jjei.com/about-us/</p> <p>Membership will be proudly displayed on our Elgin website https://www.elginsweeper.com/contact/purchasing-contracts</p> <p>Membership will be proudly displayed on our Vactor website https://www.vactor.com/purchasing-contracts</p> <p>Membership will be proudly displayed on our Trackless website https://tracklessvehicles.com/</p> <p>Membership will be proudly displayed on our Trackless website https://www.thehog.com/</p> <p>Email Marketing: We will promote the contract award through our monthly e-newsletter, reaching our distribution list. Each edition will include details and links about Sourcewell/Canoe. Additionally, any new campaigns will incorporate Sourcewell/Canoe logos and links.</p> <p>Social Media: Sourcewell/Canoe will be promoted across all of our social media channels (Facebook, X, Instagram, LinkedIn, and YouTube), with regular posts scheduled to appear in our monthly social media calendar.</p> <p>Print Media: We will update our print materials and mailings to include Sourcewell/Canoe. This will also include advertisements in industry publications such as Road & Bridges, Airport Business, American City & County, and Allied Paving Equipment.</p> <p>Trade-Show Branding: Our trade show materials, including pull-up banners and booth backdrops for events like ATSSA, APWA, AAEE, and PaveX, will be updated to showcase Sourcewell/Canoe.</p> <p>(Please see upload Marketing Project Planner for detailed training plan)</p> <p>Providing Marketing Resources for Sales Team: To support our sales team in effectively communicating the benefits and utilization of Sourcewell/Canoe, we will equip them with all the necessary marketing resources.</p> <p>The Federal Signal Corporation subsidiaries that already have a Sourcewell/Canoe contract have developed robust training of their dealer partners on Sourcewell/Canoe. They educate and train the factory RSM's on how to promote Sourcewell/Canoe and the benefits of leveraging Sourcewell/Canoe for purchasing and renting. These materials will be available to Mark Rite Lines Equipment Company, Trackless, and Liquidator if we are successfully awarded the contract.</p> <p>This strategic approach will ensure that Sourcewell/Canoe is effectively introduced and promoted within our industry, benefiting both our customers and our company.</p> <p>There are marketing examples that have been uploaded to show examples of how we would brand Sourcewell/Canoe with our Marketing efforts.</p>
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators actively use various social media platforms to promote our brand, celebrate employees, share innovation, and highlight customer success stories. We are proud to have the largest following in the industry, and we post daily across our channels to continually engage with our customers and refine our messaging.</p> <p>In 2025, we will launch a new website, designed to offer more opportunities for customer engagement. As part of this initiative, we will focus on optimizing the website for search engines (SEO), ensuring that Sourcewell/Canoe is prominently featured as a key part of our strategy. The goal will be to make it easier for customers to find us and engage with our offers.</p> <p>Additionally, Mark Rite Lines Equipment Company sends out a monthly e-newsletter to our extensive database, where Sourcewell/Canoe will be highlighted as a central feature. This will help ensure our customers are aware of the value Sourcewell/Canoe can bring to their purchasing process.</p> <p>To track our effectiveness and maximize the reach of our efforts, we utilize several systems that monitor our performance across social media, e-blasts, and print advertising. As we continue to build our brand, develop training modules, and produce additional content, Sourcewell/Canoe will remain an integral part of our strategy, with performance outcomes tracked to adjust and optimize future campaigns.</p> <p>With the utilization of HubSpot we are able to build out robust digital, content/email, and social campaigns and utilize metadata, cookie-obtained, and keyword search data. Our system allows us to set up automatic interactions based on the data we are receiving while building a robust customer profile from all the interactions.</p> <p>Hog Technologies utilizes live stream webinars that are hosted quarterly to interact with customers and for them to learn about the products. They also offer Hog University which is a training database for new customers as well as providing operational and technical information as well to current operators.</p> <p>We leverage the Federal Signal Corporation marketing communications group to utilize the latest technologies to promote products and keep users and followers informed on what is happening. Examples can be seen using the following links:</p> <p>https://www.linkedin.com/company/mrlequipmentcompany</p> <p>https://www.instagram.com/mrlequipmentcompany/</p> <p>https://www.facebook.com/mrlequipmentcompany</p> <p>https://www.youtube.com/c/MRLEquipmentCompanyInc</p> <p>https://www.markritelines.com/</p> <p>https://x.com/mrlcompany</p> <p>https://www.facebook.com/ElginSweeper</p> <p>https://www.twitter.com/elginsweeper?lang=en</p> <p>https://www.facebook.com/JoeJohnsonEquipment</p> <p>https://www.linkedin.com/company/joe-johnson-equipment-inc</p> <p>https://www.linkedin.com/company/vactor-manufacturing</p> <p>https://www.facebook.com/federalSignal/</p> <p>https://www.linkedin.com/company/federal-signal-corporation</p> <p>https://tracklessvehicles.com/</p> <p>https://thehog.com/</p>
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39	<p>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?</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators value the expertise and resources that Sourcewell/Canoe offers, and we view this partnership as a crucial element for success. We would greatly appreciate the opportunity for your representatives to train our professional teams, particularly in areas of procurement best practices and how to leverage Sourcewell/Canoe for maximum impact.</p> <p>(Please see uploaded Sales Project Planner for detailed training plan)</p> <p>We would expect Sourcewell/Canoe to promote the awarded contracts by ensuring their membership is aware of the products and services that are available from the reputable and responsive contract holders. Also promote the pricing advantages and ease of procurement and the significant benefits of utilizing these Sourcewell/Canoe contracts. The awarded vendors have been determined to be the best providers of the required solutions/products. Also, we expect Sourcewell/Canoe to be responsive and communicative so that together, we can provide outstanding purchasing/rental experience and maximize customer satisfaction.</p> <p>We envision a collaborative relationship where Sourcewell/Canoe representatives build strong connections with our professional sales and marketing teams. Having access to your marketing materials would greatly enhance our efforts, and we are eager to integrate these resources into our campaigns. Additionally, we would welcome the opportunity for Sourcewell/Canoe representatives to participate in our bi-weekly sales team meetings, whether monthly or quarterly, to provide insight, feedback, best practices, and guidance on the opportunities we're working on.</p> <p>To further motivate our teams, the company's professional sales team is highly goal-driven, and we would set specific Sourcewell/Canoe-related sales targets. These goals would be tied to incentives and additional compensation to keep the team engaged and focused on driving Sourcewell/Canoe business. We look forward to working closely with Sourcewell/Canoe to create a mutually beneficial partnership.</p> <p>We would welcome the opportunity to visit your headquarters in MN to present our products and service to your team. We would also like to participate in Sourcewell/Canoe trainings opportunities.</p> <p>We would communicate to our Sourcewell/Canoe rep our Tradeshow calendar so that they could attend and be in our booth, if they desire, to promote the partnership.</p> <p>We are committed to learning everything we can about Sourcewell/Canoe and will commit to have our team attend training sessions and conferences as they become available.</p>
40	<p>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.</p>	<p>Mark Rite Lines Equipment Company, Trackless, and Liquidators do not currently have an e-procurement system. However, with the redesign of our website, we have included this in our statement of work. The complexities and customization of our products make it challenging to implement a fully functioning e-procurement site. Nevertheless, we have developed a roadmap to utilize e-procurement for parts and service orders.</p> <p>Hog Technologies offers an online e-procurement system on our website for our existing customers where they can log in to order parts, request support, ask questions, or request training. Once the customer submits their request an email is generated to the appropriate department. 98% of Parts Orders are shipped the same day, our last FedEx pickup is at 4:30 pm. Most customers choose to order online, but we also offer a toll-free number to call in or email to orders@thehog.com</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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<p>41</p>	<p>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.</p>	<p>Mark Rite Lines Equipment Company, Trackless Hog Technologies, and Liquidators provide new equipment startup training with every equipment purchase at no charge. The on-site training for larger equipment is scheduled with the customer once the equipment is delivered. Our factory trainers will arrive on-site to train the staff on basic operation and maintenance and then accompany them on the road to assist with operating the truck. To ensure a successful training experience, we ask that a project be ready for support when the assigned trainer arrives.</p> <p>Equipment maintenance and service are essential for maximizing the lifespan of the products. Each customer receives a comprehensive printed manual for operating the specific equipment they have purchased along with manuals for critical components (e.g., compressors, pumps, etc.). For certain trucks operating systems, we upload the manuals into the system so they can be accessed directly from the truck.</p> <p>(Please see an uploaded example of manuals)</p> <p>During the equipment's warranty period, customers receive support from our sales, service technicians, parts representatives, and engineering team at no additional charge. After the warranty period expires, we continue to assist customers with diagnosing equipment issues at no charge, although any necessary parts, repairs, or technician services will incur a fee.</p> <p>Mark Rite Lines Equipment Company and Liquidators also offers additional training services for customers who need to train new personnel due to staff turnover. These re-training sessions are available for a fee. We will work with customers that want to send their operators to our manufacturing facility for training. Customers are responsible for travel and cost of accommodations.</p> <p>The Trackless MT, along with Trackless attachments, were designed with serviceability in mind. Our service department is here to ensure your Trackless MT experiences minimal downtime, should it arise. Trackless customers also have access to Municipal Tractor University (MTU), a free online platform that serves as a comprehensive self-service resource, providing 24/7 access to documentation and information to enhance your trackless MT and attachment experience.</p> <p>https://tracklessvehicles.canto.com/v/MTU/folder/HNK6M?display=list&viewIndex=1&gSortingForward&gOrderProp=name&referenceTo=&from=list</p> <p>Hog Technologies offers that every piece of equipment we manufacture comes with training that covers operation, maintenance, and repair and is included at no cost to the Member. The training will include our online "Hog Tech University" program which offers state-of-the-art videos with 3D animations, product experts explaining safety and Hog systems, and comprehensive testing to assess the knowledge of operators before the trainer arrives for the in-person training. In-person training includes a hands-on event for each person. Once the operator completes the training they will be "Licensed and Certified" to operate the equipment. Our water blasting systems are 40,000 psi and can cause damage to surfaces, so we must ensure the operators are qualified to operate the equipment. The operators will also have access to continued education refresher courses and yearly recertification to keep operators up to date on all the best practices.</p> <p>The standard practice for Federal Signal Corporation subsidiaries is for their dealers or trainers to offer product operation and service training as part of the initial installation process during, or shortly after, product delivery and installation and/or rental pick-up.</p>
<p>42</p>	<p>Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.</p>	<p>Mark Rite Lines Equipment Company's standard warranty covers all Mark Rite Lines Equipment Company products, parts, and labor related to the repair or replacement of defective components or poor workmanship for one year.</p> <p>We utilize several components manufactured by other companies, and the warranties for these components are transferred to the buyer upon purchase (e.g., Boss compressors).</p> <p>The chassis is covered under the manufacturer's warranty policy. Our chassis partner also offers extended warranty coverage for the chassis.</p> <p>Rentals of Mark Rite Lines Equipment Company equipment are covered under the standard warranty time for the equipment. With our rentals being a minimum of three months, we do offer extended warranty coverage if the renter desires. The customer is responsible for all consumables, wear items, and damage.</p> <p>Liquidators warrants the head assembly against defects in material under normal use and service, and which shall not have been subject to misuse, negligence, or accident, for a period of (1) one year from startup or 500 hours of operation, whichever occurs first.</p> <p>Each Waterblast Unit, Bareshaft Pump, and Fluid End manufactured by Jetstream of Houston LLP ("Jetstream") is warranted against defects in material and workmanship for a period of 12 months or 1,000 hours of operation, whichever occurs first The Jetstream Limited Warranty shall NOT apply to (and Jetstream shall NOT be responsible for):</p>

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to: diesel engines, electric motors, electronic soft starter and/or across the line starter panels, control panels, axles, tires, PTO's, clutch packs, high pressure gauges, third party high pressure hoses and flex lances, tornado gun air motors.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to: oil, clutches, belts, filters, packing, cartridges, univalves, face seals, diffusers, gland nut bushings, plungers, nozzles, rupture disks.
4. Failures resulting from the product being operated in a manner or for a purpose not recommended by Jetstream, or in accordance with Jetstream's published operating and safety instructions provided with the product, including failures or malfunctions resulting from corrosion, misapplication, over pressurization, inadequate pump suction conditions, improper water quality, improper maintenance, or misuse.
5. Repairs, modifications or alterations which in Jetstream's sole judgment, have adversely affected the product's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper or inadequate maintenance.

Hog Technologies manufactured components are warranted for 1 year, 100% Parts, and 100% Labor. Purchased parts and chassis are covered by the specific manufacturer warranties. Hog will assist the customer with warranty claims on components not originally manufactured by Hog.

There are no usage restrictions as long as the equipment is used as designed and for its intended purpose, and there is no evidence of neglect or abuse of the system.

Rentals of Mark Rite Lines Equipment Company equipment are covered under the standard warranty time for the equipment. With our rentals being a minimum of three months, we do offer extended warranty coverage if the renter desires. The customer is responsible for all consumables, wear items, and damage.

Liquidators warrants the head assembly against defects in material under normal use and service, and which shall not have been subject to misuse, negligence, or accident, for a period of (1) one year from startup or 500 hours of operation, whichever occurs first.

Each Waterblast Unit, Bareshaft Pump, and Fluid End manufactured by Jetstream of Houston LLP ("Jetstream") is warranted against defects in material and workmanship for a period of 12 months or 1,000 hours of operation, whichever occurs first
 The Jetstream Limited Warranty shall NOT apply to (and Jetstream shall NOT be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to: diesel engines, electric motors, electronic soft starter and/or across the line starter panels, control panels, axles, tires, PTO's, clutch packs, high pressure gauges, third party high pressure hoses and flex lances, tornado gun air motors.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to: oil, clutches, belts, filters, packing, cartridges, univalves, face seals, diffusers, gland nut bushings, plungers, nozzles, rupture disks.
4. Failures resulting from the product being operated in a manner or for a purpose not recommended by Jetstream, or in accordance with Jetstream's published operating and safety instructions provided with the product, including failures or malfunctions resulting from corrosion, misapplication, over pressurization, inadequate pump suction conditions, improper water quality, improper maintenance, or misuse.
5. Repairs, modifications or alterations which in Jetstream's sole judgment, have adversely affected the product's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper or inadequate maintenance.

Our warranty disclosures are included in the upload document section. We have uploaded ours as well as many of the component and chassis warranties

Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators warranties cover the expense of technicians' travel time and mileage to perform warranty

		<p>repairs, if needed.</p> <p>There are no geographic regions in the U.S. and Canada where Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators cannot provide service for warranty repairs. All regions are covered.</p> <p>Warranties for other manufacturers are passed on to the customer and are the responsibility of those manufacturers.</p> <p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators will assist customers in obtaining the necessary information to process their warranty claims. Our service technicians are available to support customers throughout this process.</p> <p>A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situations, we will review and handle it on a case-by-case basis. Due to the customized nature of our equipment, which is designed specifically for each customer, we are unable to offer returns or exchanges on equipment. However, part returns and exchanges are accepted. The customer is responsible for the freight cost to return the item unless the return is due to an error on our part. A 25% restocking fee applies, unless the return is the result of a Mark Rite Lines Equipment Company mistake.</p> <p>Our goal is always customer satisfaction, and we strive to work with our customers within reasonable bounds to resolve any issues.</p> <p>We do offer service contracts to our customers. They are tailored to meet the specific needs of each customer's equipment. These agreements are developed in collaboration with our sales and service teams. Since every customer's requirements are unique, the service packages are customized to suit their individual needs and preferences.</p> <p>Many customers choose to utilize our Retrofit business to do their annual service for their equipment. They chose to send the equipment back to Mark Rite Lines to ensure that items such as (not an all-encompassing list):</p> <ul style="list-style-type: none"> • Skip timing system updates • Hydraulic hose replacement • Upgrades to grinding heads • Compressor updates • Material pump replacement • Burner replacements <p>(Please see warranty documents under the additional document section upload)</p>
<p>43</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Mark Rite Lines Equipment Company has been at the forefront of innovation in road striping and removal equipment for over 36 years. We pride ourselves on customer-driven innovation, with a team dedicated to understanding the challenges faced by our customers. This collaboration enables us to build the most productive, efficient, durable, and reliable equipment in the industry. We leverage technology to continually drive improvements!</p> <p>In 2025, all of our products will feature the new MRL Dynamic Touchscreen system (Page 15 of MRL Product Portfolio brochure uploaded), a game-changing technology that enhances the operation of our equipment. This innovative touchscreen allows truck operators to customize their interface to suit their specific application needs. The all-in-one system integrates customizable crosshair guidance, multiple camera feeds, an expansive field of view, and essential operating information. The MRL Dynamic Touchscreen delivers zero-delay High-Definition Video Guidance for a real-time striping experience. It is an all-in-one striping assistant providing customizable guidance cross-hairs, multiple camera feeds, peripheral function control, and key operating information at a glance. Advanced System Diagnostics minimize downtime with diagnostic feedback and precise troubleshooting tips. Real-Time Monitoring of your operation. Control Peripheral Functions features optional controls for most peripheral vehicle functions. Simple Configuration with highly customizable screen and easy to configure. The crew can place whichever metrics and controls they deem most important right on the video feed. Build and save setup parameters for a quick system set up.</p> <p>Key benefits of the MRL Dynamic Touchscreen include:</p> <ul style="list-style-type: none"> • Minimized downtime with advanced diagnostics • Simplified training for new employees • Real-time data sharing for the entire crew • Integrated video guidance system • MRL-designed monitor mounts for rear operators and vehicle drivers • Control of peripheral functions • Customizable screens based on driver/operator preferences • Monitoring of critical operating information • Increased safety with multiple camera feeds • Consolidated, easy-to-read information in one central location • Temperature monitoring for materials with the tank temperature widget (thermocouples required) <p>Specific features provided by the Dynamic Touchscreen system include:</p>

Thermo:

- Bead Tank and Atomized Air Pressure Controls
- Semi-Automatic Blow Down Controls
- Fuel Transfer System (Chassis to Aux Tank, Aux Tank to Aux Tank)
- Updated Hydrostatic Drive Controls
- Furnace Control
- Melter Burner Controls (Skip-Line input and output modules directly control burners)
- Burner Control Boxes removed from Melter
- Skip-Line Temperature Display at Melter Bagloader Area
- Reduced wiring and troubleshooting time for burner controls
- Burner Swap: Change primary and secondary burners directly in the Dynamic

Touchscreen settings

- Melter Conveyor Controls
- Temperature Monitoring (thermocouples required)
- Speed Monitoring
- Bead Air Injection
- Bead Vibrators
- Water Pump
- Black Paint Pump On/Off & Black Agitator
- Skip-Line integrated Video Guidance with or without Line Pilot Crosshair Generator
- Laser Guidance Control
- Arrow Board Actuator Controls
- Pointer Bar Controls
- Work Lights, Strobes, and Beacon

Grinder:

- Video Cameras
- Camera Actuators
- Work Lights
- Air Compressor
- Hydraulic Filter Condition
- Air System Pressure
- Saw Pump Pressure
- Saw and Vacuum RPMs
- Hydrostatic Drive Pressure
- Hydraulic Temperature with Over Temp Warning
- Hydraulic Low-Level Warning
- Saw Lift/Down Pressure
- Hopper Level Warnings
- Air Filter Puffer Pressure
- Vacuum System Differential Pressure
- Advanced Diagnostics

Paint/Epoxy:

- Tank Capacity Monitoring
- Material Pressure
- Temperatures
- Agitators
- Video Guidance
- Lights
- Individual Color Controls

This cutting-edge technology is designed to be paired with data logging and video guidance systems, offering operators of our trucks the most precise and accurate tools in the market. Data logging enables customers to track product application and usage, providing valuable insights into their operations. These advancements improve efficiency, help meet state and jurisdiction specifications, and provide real-time monitoring, ultimately reducing costs for municipalities.

For Thermoplastic trucks, we offer an additional feature called Stingray, which provides real-time monitoring of application thickness, width, and overall material usage through a laser system. It delivers zero-delay High-Definition Video Guidance for a real-time striping experience.

(Flyer uploaded under product information in the additional document upload section)

Our paint trucks also have the ability to utilize SkipLine Llama, a system that measures paint and bead applications, enabling municipalities to fine-tune their usage for maximum efficiency. Long-Line Automated Material Application is an easy-to-use HDVO/DL-18 add-on that enables the driver/operator to maintain a consistent mil thickness while painting. LLAMA calculates in real time to automatically adjust paint pressure to achieve your targeted mil thickness. It will control the pressure exerted on the material system to match the target material application rate.

(Flyer uploaded under product information in the additional document upload section)

All trucks equipped with a SkipLine system come with one year of free Spec Rite Online, ensuring seamless integration and tracking. Manage your jobs anywhere with Spec-Rite

Online. The Spec-Rite cloud-based platform seamlessly integrates with Skip-Line Smarter Striping technology. The combination of hardware and software gives operators unparalleled visibility to their crews in real-time: material usage, line accuracy, paint thickness, and more – all from their PC or smartphone. (<https://spec-rite.io/>)

(Flyer uploaded under product information in the additional document upload section)

We can equip our trucks with ACCU-Bead flow sensors that integrates into the monitoring system. This gives the customer real-time bead flow monitoring to ensure application rates match specification on the first pass.

(Flyer uploaded under product information in the additional document upload section)

Our paint trucks are compatible with Limntech (<https://limntech.com/>), a system that allows for GPS-based layout and re-striping. The top-tier system can even perform autonomous machine vision camera-guided maintenance striping.

Layout systems - THE LifeMark®- 100 AUTOMATED LAYOUT SYSTEM was designed for the roadway stripers market. Using real-time kinematics (RTK), enhanced GPS-based location and machine vision camera technologies, this system provides stripers with the ability to accurately record the location of roadway markings before the roadway is repaved. Once the roadway is repaved, the original markings can then be duplicated in the same GPS location with workers safely off the road and out of harm's way.

Re-striping systems - THE LifeMark®-300 AUTOMATED RE-STRIPING SYSTEM is designed to control the re-stripping of pavement markings without a rear operator. Cameras are used in conjunction with patent-pending real-time artificial intelligence machine learning techniques and computer algorithms to accurately define restriping actions. The LifeMark®-300 recognizes all colors and types of lines, new and worn, over new and old concrete or asphalt, and will turn paint guns on and off as needed. The equipment is available to retrofit any long-line paint, thermo, epoxy, or polyurea striping truck. The LifeMark®-300 monitors the paint and glass bead installation via an in-cab video view. The system can control both sides of the striping truck.

(Flyers uploaded for each system offered)

We offer Epic Solutions skip timing and data logging systems on our trucks. The basic timing system for new equipment or retrofits that connect by traditional methods. The STS2000 has all the standard features found in existing timing systems, with new improvements and options. The base system is a three-gun double bead drop configuration with standard features like advance/retard, alternate cycle and duster capabilities. Gun setup and operation from left or right controller, or central control. The control box can work on either side of the truck. Options: GPS Mapping and Tracking, Setup and Operate Gun From Left, Right, or Center Controller, Data Logging, Stroke Counter for Material Usage, Material Temperature, Surface, Ambient Material Temperatures, Dew Point and Humidity, Stand-alone system for complete truck setup, Printer option

M7 data logging system by Epic Solutions – Highway Striping Control System Real-time Paint Striping Material Measurement
The M7 Monitoring System is the most accurate, versatile and cost-effective way to manage road striping and applications. Now, you can know what product you are applying, where you are applying it and how much is being used, without ever getting out of the truck!

(Flyer uploaded under product information in the additional document upload section)

EASY ON-THE-ROAD MONITORING

The PLC makes calculations, analyzes data and sends reports to the computer screen in the cab of the truck, so the driver can effectively manage the use of materials while driving down the road. Reports can be programmed to provide data tailored to your needs, the present job or your equipment. Reports can be printed on a portable printer.

For water removal, our products utilize Jetstream high-pressure pumps operating at 15 GPM, making them the most efficient and economical high-pressure water removal products on the market.

In 2024, Mark Rite Lines Equipment Company introduced the Traffic Printer, a machine designed to eliminate the need for feet-on-the-ground personnel when painting traffic symbols for thermoplastic application. This one-man operation uses technology to accurately print road symbols in the correct locations.

Mark Rite Lines Equipment Company Inc. Low-Speed Cruise feature allows the operator to dial in the ideal speed for operations.

Our Thermo trucks and Mini Mac products offer various application techniques, enabling operators to customize equipment to meet specific requirements. Thermo applications include:

- Screed Profile
- Ribbon Extrusion

- Spray Applications

Additionally, Mark Rite Lines Equipment Company offers Thermoplastic and Grinder trucks with the ability to automatically control the propulsion unit, ensuring smooth drive engagement.

Liquidators has a patent (US8,510,905 B2) that is for their vacuum debris collection box having a sloped debris chute.

Liquidators offers an optional wireless remote control that can control the operation from outside the cab.

We leverage Federal Signal Corporation resources to develop many of our technological advances. Collectively we have the knowledge and horsepower to truly innovate and bring to market equipment that benefits our customers. Here are innovations that Federal Signal Corporation subsidiaries have brought to market:

We have developed sweepers that utilize innovative single-engine technology that minimizes complexities and reduces emissions. (Green Initiative)

We also offer Vector Combination Sewer Cleaners that incorporate water recycling capabilities.

We can also equip some of our Sweeper and Vector units with industry leading sanitizing & disinfection features for -enhanced cleaning capabilities.

We offer our TruVac Vacuum Excavation line of units with both Water and/or Air digging capabilities for safe digging.

Many of our TruVac units are equipped with Hot Water producing capabilities for cold weather users and/or sanitizing and cleaning applications.

With continued advancements in electrification, we have also developed dedicated resources and partnered with industry experts to research and identify the most relevant state and federal funding information for sweepers, actively linking our customers to funding opportunities for electric vehicle ("EV") purchases. Approximately 20% of our annual Research and Development expense is dedicated to our electrification efforts.

Elgin Sweeper is a pioneer in the development of cleaner, alternative-fuel street sweeper solutions. In the last three years, we have introduced three electric/hybrid street sweeper offerings that are important tools for municipalities and operators looking to reduce their own carbon footprint without compromising performance. We also offer a single-engine sweeper that eliminates the diesel auxiliary engine, thus reducing the carbon emissions of the machine.

In March 2023, we launched our full-size, 100% electric, zero-emission Broom Bear mechanical sweeper at the ConExpo tradeshow. Powered by a 396 kWh, lithium iron phosphate battery, the electric Broom Bear is one of the industry's first forays into an all-electric sweeping solution. Users can eliminate emissions, reduce noise, cut maintenance costs and still complete a day's work on one charge.

The fully-electric Broom Bear joins the other hybrid offerings in Elgin's suite of high-performance sweepers in serial production, including the plug-in hybrid electric Broom Bear and the plug-in hybrid electric Pelican which is our popular 3-wheeled sweeper.

At our Switch-N-Go business, acquired in December 2021, we recently launched a new Switch-N-Go system built on a Class 4 electric chassis.

The new Switch-N-Go system utilizes interchangeable dump bodies and a patented electric hoist. By installing a hoist and employing a few interchangeable truck bodies on a single electric chassis, users can complete the work of several electric work trucks with just one. More work, fewer trucks, and all electric - a compelling combination for reducing carbon emissions.

Our Rugby team also successfully incorporated their Vari-Class body platform onto a fully-electric class 7 chassis, which was also showcased at ConExpo in March 2023. The heavy-duty Vari-Class platform line can function as six different truck bodies, providing utility for the lifetime of the product.

Trackless now offers an optional diagnostic feature which allows our electronic diagnostic team to connect directly into all 11 MT7 ECUs, including the engine ECU using WiFi. This can reduce downtime and service calls should there be a problem or concern.

After the onetime charge for the option, there are no fees or charges of any kind. Simply call Trackless Tech Support and a technician will connect through your cell phone allowing a connection anywhere there is cell phone service.

This option complements the onboard diagnostic system that comes standard in every MT7

		<p>tractor.</p> <p>Hog Technologies has a history of challenging the way something has been done for years and looking for a more productive, less expensive way and innovating or changing equipment to complete this.</p> <p>STRIPE HOG water blasting system innovations & advancements:</p> <ul style="list-style-type: none"> - Triple Spray Bar: Patented blasting head that offers the largest rubber removal and cleaning width in the industry. 144" wide cleaning path available on the SH24, 98" wide path on SH8000, 48" wide path on SH7500 & SK3000. - Hog Tusk: Patented blasting head that provides the ability to Grind, Groove and/or Waterblast paint or thermoplastic off the pavement or runway. - Bladder: Patented bladders that can be placed inside the freshwater tank, as the clean water is being used the dirty water is vacuumed up and pumped into the bladder allowing the dirty water to be stored in the same footprint of the clean water, this provides a longer runtime for the equipment before needing to refill the water or dump the debris. - Independent RPM control of blasting heads: The Stripe Hog is the only water blasting system that has independent RPM control, which gives the operator the ability to adjust the rotation of each spray bar which controls the aggressiveness of the removal. Rubber or paint removal takes a less aggressive set-up than thermoplastic. Surface conditions also play a part in how aggressive you want the system to be when doing the removal. - PTO Driven: The SH8000 and SH7500 models run off the chassis engine which eliminates the maintenance and gas needed for auxiliary driven systems. This lowers the customer's operating costs. We also offer auxiliary engine-driven systems for those customers that prefer this build. - Dewater: Patented system that allows the dirty water to be drained off before dumping the debris, this allows the debris to be dumped in a dryer state vs a slurry mix. This saves the customer clean-up time and can get back on the job quicker. - Jetstream High Pressure Pump: Stripe Hog is exclusive and is the only system that uses this brand pump which is known to be the easiest-to-maintain pump on the market. It doesn't require a torque wrench, and to completely rebuild the pump it only takes one person 15 minutes, while our closest competitors take two people 4 hours. <p>SURFACE HOG: Hog is the only manufacturer that builds a hard surface cleaning system mounted on a chassis that can be driven to the jobsite vs being trailered.</p>
<p>44</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Mark Rite Lines Equipment Company is actively exploring electric chassis and painting systems as part of our ongoing product development efforts. We are working on a strategic roadmap to bring these innovative products to market.</p> <p>All of our diesel chassis units meet Tier 4 compliance and can be customized to run on biodiesel (B20) upon request. Additionally, we have successfully built several trucks on CNG chassis.</p> <p>Our manufacturing facility is designed with sustainability in mind, featuring energy-efficient LED lighting controlled by motion sensors to reduce energy consumption. We also have a dedicated recycling program for scrap steel, wood, and cardboard waste. To further support our sustainability efforts, our onsite restrooms are equipped with low gallons per flush (GPF) fixtures.</p> <p>While challenges remain with electric systems—particularly around power draw, load capacity, and range—Mark Rite Lines Equipment Company is committed to exploring and integrating new technologies to improve efficiency and performance for our customers.</p> <p>In addition, the rise of autonomous vehicles (AVs) and automated driver assistance systems (ADAS) is transforming the driving experience. These systems provide automated steering, speed control, and braking, making driving safer and more convenient. However, their functionality relies on the presence of clearly marked roads. Without distinct road markings, AVs may struggle to function properly, requiring human intervention. To support this shift, Mark Rite Lines Equipment Company has been actively engaged with global autonomy standards-setting organizations, ensuring our road striping solutions meet the evolving needs of AV/ADAS technologies.</p> <p>The Stripe Hog uses only water to clean the rubber and paint off of airport runways vs the only other method for rubber removal is using chemicals and grinding for paint. With waterblasting the operator and environment are not exposed to chemicals and detergents from run-off. Grinding off the paint creates airborne dust that can be inhaled by the operator causing Silicosis which is permanent lung damage. The Stripe Hogs vacuum up the dirty water and debris as the system is doing the removal and it is filtered down to 100 microns before disposal. Hog systems also utilize Tier 4 auxiliary engines which meet emission standards.</p> <p>Our new manufacturing facility was built with:</p> <p>High efficiency hurricane proof windows.</p> <p>Toilets and urinals with low consumption per flush</p>

LED lighting throughout the 105,000 sf facility with sensors to turn off the lights if no motion is detected.

All exterior lighting is LED

Hog operations always reclaims and recycles, when possible, to reduce waste.

Federal Signal Corporation, our parent company, is deeply committed to sustainability. With a long history and a vision for a long future, we prioritize the sustainability of our planet, our communities, and our business practices. This commitment is shared by our over 4,500 employees, who work tirelessly each day to make this vision a reality.

We leverage Federal Signal Corporation resources for our "green" initiatives. Collectively we have the knowledge and horsepower to truly innovate and bring to market equipment that benefits our customers and meets our goals. Here are "green" initiatives that Federal Signal Corporation subsidiaries have brought to market:

Elgin Sweeper is committed to providing environmental solutions that reduce storm water and air pollution. We have recently introduced Eco-infused Technology into our brand, which defines new technology from Elgin Sweeper that combines science and innovation to produce more environmentally efficient sweepers. From our alternate fuel sweepers and waterless dust control sweepers to our regenerative filtration systems, Elgin Sweeper is a technology leader in developing innovative products that result in cleaner streets, water and air.

Elgin's Single-engine sweeping technology has been a huge success. Using advances in power management is allowing us to power sweeping functions using the chassis or propulsion engine. This significantly reduces fuel use, maintenance and noise.

Elgin's Electric Power Sweeper technology will be available in the near future. Using advances in battery cell technology will allow us to power our sweepers without the use of historically typical combustible engines. This technology significantly reduces emissions, required maintenance, as well as noise.

We have a partnership with NASCAR Green. Our partnership is based on our ability to effectively provide track sweeping/drying in the most efficient manner available with sweepers today.

Recycler technology - This system allows the use of reclaimed water to clean sewer lines. No longer does it require millions of gallons of clean water to maintain sewer lines. The water pulled directly from the sewer can be reused to clean the lines.

CNG Chassis use - Vactor, Truvac, Mark Rite Lines, and Elgin lead the way in use of CNG chassis to build equipment for greener fleets. Vactor, Truvac Mark Rite Lines, and Elgin build on more CNG chassis' than all other sewer cleaner/road marking/sweeper manufactures combined, enabling cities to take advantage of clean burning and plentiful natural gas.

Vactor's 850 Truck Jet Drive System - Through use of advancements in electric and hydraulic design the new 850 Truck Jet is more fuel efficient than ever. This new technology allows the 850 Jetter to clean 80+% of municipal sewer lines at chassis engine RPMs just over idle.

We have the ability to equip some of our Sweeper and Vactor units with industry leading sanitizing & disinfection or cleaning capabilities. *

Within our manufacturing facilities we have upgraded to efficient LED lighting; our HVAC system has been recently upgraded to now provide more efficient environmental control.

At our Joe Johnson Equipment facilities, they are all licensed and Ministry inspected for full-service capabilities and many have facility upgrades to service and support CNG vehicles.

We have launched the 100% fully electric Broom Bear street sweeper, which will help municipalities reach their own sustainability objectives.

Organically, and through M&A, we have expanded the number of products in our portfolio that support Federal, state, and local electrification efforts.

In 2022, we expanded our product electrification offerings, by developing dump body options in the class 6 range that are compatible with, and sold alongside, electrified chassis options. Since many of our products consume or collect water as part of their functions, they must be tested for watertightness at our factories. This demand adds to the quantity of water consumed in our operations. As we did when completing the expansion of our plant in Streator, IL, we have added or expanded water reuse/recycling capabilities at several of our other facilities. As we progress, we will continue to pursue the development and implementation of technologies that minimize the consumption of natural resources and reduce pollutant emissions in our products and at our facilities.

We have participated in a voluntary "demand response" program with local utility providers to shed power usage during system events and tests to help keep the power grid up and running.

We have begun tracking our total metal consumption, alongside the fraction of metal that is unused by, or scrapped, in our production processes.

Recent facility investments (e.g., purchase of our Elgin and University Park, Illinois, locations) enabling our continuous improvement journey within our facilities.

Conducting energy consumption assessments and adopting energy efficiency measures across our manufacturing footprint.

Launching environmental education and awareness programs at each facility.

Working with local utility providers to implement best practices and capture energy reduction incentives.

We are proud of our long-standing commitment to drive our businesses towards more sustainable operations for the environment. We continue to prioritize improving our manufacturing facilities and reducing resource consumption. In this report, we highlight some of the latest actions we have taken at our facilities to improve both our businesses and their impact on local communities.

ENVIRONMENTAL COMPLIANCE

We closely monitor our facilities to ensure our operations are in compliance with all applicable environmental laws and regulations. Hazardous and non-hazardous waste from our facilities is always properly handled and then hauled away by a licensed operator for appropriate recycling or disposal. Certain facilities engage in programs focused on recycling scrap metal.

OUR SUPPLIERS

We also expect our suppliers to deliver goods and services in a manner that demonstrates respect for the environment. That includes minimizing harmful environmental impacts, conserving energy and natural resources to the extent practicable, and complying with all applicable environmental laws and regulations relating to their operations.

2025 Energy & Resource related goals: Measurable progress is key as we work to shrink our carbon footprint, both within our facilities and through the products we manufacture. We set a goal of reducing our greenhouse gas (GHG) emissions intensity 10% by 2025 (from our 2018 baseline). In addition, we aim to reduce our water, natural gas, and electricity resource consumption intensities 10% by the same year (from our 2018 baseline).

We are pleased to have made meaningful progress in reducing water and electricity intensity, despite ongoing supply chain disruption that has caused inefficiencies in our manufacturing processes. In fact, during 2022, our electricity and water consumption intensity were both more than 10% lower than our 2018 baseline, achieving our stated goal early.

We remain committed to our stated goals for GHG emissions and natural gas consumption intensities, and believe recent facility upgrades and investments will contribute to achieving those goals. Furthermore, approximately 4% of our total electricity consumption in 2022 was derived from renewable sources. We also estimate our water reuse at our largest facility at approximately 2 million gallons in 2022. Our Scope 1 and Scope 2 emissions in 2022 were approximately 50%.

With several of our acquisitions that we have completed in recent years located in colder climates, we have seen a modest increase in our natural gas intensity, with the need to heat the newly acquired manufacturing facilities. As we seek to achieve our stated goals, we will be refocusing our efforts to reduce natural gas consumption this year.

In our attached Sustainability Report, under Energy Performance, page 24, you can find our measurements for water, natural gas, and electricity consumption, normalized by dollar revenue, as well as our greenhouse gas emissions. Across all of our facilities and operations, we are committed to working towards reducing our energy and water consumption to limit our environmental impact.

(Please see the uploaded sustainability report for more details under the WMBE/MBE/SBE or Related Certificates upload section)

<p>45</p>	<p>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.</p>	<p>Mark Rite Lines Equipment Company's equipment is not currently Eco-Labeled. However, we do uphold several industry certifications and environmental standards:</p> <p>ASME Certified: All pressure vessels and surge chambers are ASME certified. https://www.asme.org/certification-accreditation</p> <p>Tier 4 Final Diesel Engine Compliance: Our diesel engines meet EPA emissions standards for Tier 4 Final.</p> <p>CNG Options: We collaborate with chassis manufacturers to offer customers CNG options.</p> <p>DOT Exemption: We are the only company in the industry granted an exemption by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. This exemption (DOT-SP 21640) authorizes us to manufacture non-DOT specified cargo tanks, allowing for the application of UN3267 and UN1760. (Please see the uploaded DOT Exemption document)</p> <p>CE Certification: Our Mini Mac and Melter products are CE certified, meeting European safety and environmental standards. https://www.trade.gov/ce-marking</p> <p>Certified Clean Idle- The chassis we supply have the clean-idle certification. While the engine is the same, this provides the customers with and extended warranty on the emission control systems to help ensure they maintain the system https://afdc.energy.gov/laws/5802</p> <p>These certifications demonstrate our commitment to safety, environmental responsibility, and industry compliance.</p> <p>(Please see the uploaded sustainability report for more details under the WMBE/MBE/SBE or Related Certificates upload section)</p>
<p>46</p>	<p>Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.</p>	<p>All chassis and traction units utilized by Mark Rite Lines Equipment Company, Liquidators, Hog, and Trackless comply with current EPA regulations. Mark Rite Lines Equipment Company is currently pursuing a new product development (NPD) initiative to explore the integration of electric components into trucks without compromising performance. As part of this effort, we have evaluated the feasibility of fully electrified chassis and have successfully built numerous trucks on compressed natural gas (CNG) platforms, contributing to a reduced overall carbon footprint.</p> <p>Our Trackless products are powered by Stage V John Deere engines, aligning with stringent emission standards. Additionally, Federal Signal has made significant advancements in electrification. In 2023, the company introduced the fully electric Broom Bear mechanical sweeper, expanding our lineup of electrified vehicles, which already includes plug-in hybrid electric Broom Bear and Pelican sweepers.</p> <p>Electrification initiatives are progressing across several of our other business units as well. We have launched EV-compatible versions of our Rugby and Switch-N-Go dump truck bodies and initiated electrification programs within MRL, Trackless, and Vactor.</p> <p>For both of our water blasting solutions, we have enhanced the head design to boost productivity and reduce runtime, which in turn lowers engine hours and associated emissions.</p> <p>The Trackless MT7 is equipped with an automatic anti-idle shutdown feature that limits idling once the optimal operating temperature is reached. Furthermore, its Work Mode/Standard Mode system delivers a 40–50% reduction in fuel consumption. Overall, the MT7 consumes significantly less fuel and, thanks to its Stage V engine, achieves the lowest possible emissions. Combined with anti-idle and fuel-saving technologies, the Trackless MT7 stands as a market leader in environmental innovation through its comprehensive Green Initiative.</p> <p>Our overarching objective is to reduce our carbon intensity—measured as total tons of CO₂e emitted per dollar of revenue—by 10% compared to 2022 levels.</p> <p>(Please refer to the accompanying sustainability report for further details under the WMBE/MBE/SBE or Related Certificates upload section)</p>
<p>47</p>	<p>Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.</p>	<p>Our water blasting equipment is designed with recyclable filters and debris bags, supporting sustainable waste management practices.</p> <p>Mark Rite Lines Equipment Company designs all application trucks to be compatible with eco-friendly and low-VOC (volatile organic compound) paint products. Our systems are engineered to accommodate these materials, provided that customers follow the usage guidelines recommended by the paint manufacturers.</p>

<p>48</p>	<p>Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.</p>	<p>Mark Rite Lines Equipment Company, along with Liquidators, Hog, and Trackless, prioritizes operator safety, comfort, and convenience in the design of all equipment. Below are some key features implemented across our product lines:</p> <p>Water Blasting Removal Equipment: Operators can access the head, bar, and nozzles while standing, eliminating the need to crouch or lie on the ground, which enhances both safety and ease of maintenance.</p> <p>Liquidators: Offers fully remote operation of the boom and water blasting head via a wireless remote control, allowing for greater flexibility and operator safety.</p> <p>Ladders and Handles: All equipment is designed with three points of contact to ensure secure access and minimize operator fatigue.</p> <p>Trackless Units: Provide a 360-degree field of vision from the operator's seat for enhanced situational awareness. A full-color backup camera is integrated into the digital dash for additional visibility.</p> <p>Operator Comfort: Features such as a high-back air-ride seat with an integrated adjustment switch and a retractable, high-visibility orange three-point seatbelt enhance comfort and safety. The seatbelt must be buckled for the MT7 to operate above 5 km/h—a safety feature that prevents the unit from becoming disabled in critical areas like intersections or railway crossings in case of a system malfunction.</p> <p>Joystick Controls: Trackless units incorporate ergonomically designed joystick controls to maximize productivity and operator comfort.</p> <p>Chassis Design: The majority of our trucks are built on cab-over chassis for improved visibility and are equipped with air-ride seating for a smoother ride.</p> <p>Dynamic Touchscreen Interface: Mark Rite Lines Equipment Company has developed an intuitive touchscreen interface that allows operators to control the entire system from a single point. Additionally, more truck designs are being optimized for single-operator use.</p> <p>Semi-Autonomous Capabilities: GPS-enabled systems support semi-autonomous operation, enhancing productivity and reducing operator fatigue.</p> <p>Advanced Guidance Systems: Trucks can be outfitted with guidance cameras and laser systems to increase operational accuracy and efficiency. 360-degree camera systems are also available to improve visibility and situational awareness.</p> <p>(For more detailed information, please refer to the product brochures included in the additional documentation.)</p>
<p>49</p>	<p>Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.</p>	<p>While we outline many of our fire and safety features below, we strongly encourage all customers to thoroughly understand and comply with the specific safety and operational requirements of the environment in which they are working.</p> <p>All of our equipment comes standard with onboard fire extinguishers to support immediate response in the event of a fire.</p> <p>Thermoplastic Trucks: Mark Rite Lines Equipment Company installs an Ansul fire suppression system on all thermoplastic units. This system enables rapid detection and extinguishing of fires using a wet chemical suppressant, enhancing operator and equipment safety.</p> <p>Operator Safety Manuals & Training: Each operator's manual includes a dedicated safety section, which is reviewed during on-site training sessions conducted by our certified trainers.</p> <p>Emergency Stop Functionality: All Mark Rite Lines striping equipment is equipped with two Emergency Stop (E-Stop) buttons—one located in the chassis cab and the other at the rear operator control console. Activation of an E-Stop immediately shuts down the striping system and compressor engine, while chassis and safety lighting remain operational to ensure continued visibility.</p>
<p>50</p>	<p>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?</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is built on a foundation of delivering high-quality, durable, customer-inspired innovations focused on productivity and efficiency.</p> <p>For over 36 years Mark Rite Lines Equipment Company has established ourselves as the market leader in the road striping and removal industry.</p> <p>Continuing our commitment to innovation, Mark Rite Lines Equipment Company leverages our own marking company, High Mark, to test and develop new products and technologies. Our philosophy is simple: "Built by Stripers for Stripers." We offer a full portfolio of products and are constantly expanding our offerings to meet the needs of the industry. Our 140,000 square-foot manufacturing facility in Montana is dedicated to designing and building the best equipment available.</p>

Liquidators drive innovation and testing through their contracting fleet that is able to put hours of use on new products before they offer them on customer trucks.

Our engineering team uses SolidWorks technology for design and layout, alongside finite element testing to ensure our trucks are built with operation and maintenance in mind.

Some additional features Mark Rite Lines Equipment Company brings to the industry include:

- Removable railings for easy access to components for servicing
- Paint systems with "flush on the fly" capabilities
- On-site service and training technicians
- Lamans drying system for beads
- Parts team with over 65 years of industry experience
- World-class training and support
- 24/7 service and support availability
- Engineered drawings provided to customers, including weight distributions, before production begins
- MRL Dynamic Touchscreen Controls
- SkipLine LLAMA System
- Stingray system technology - This is a real-time monitoring system for thermoplastic that measure application thickness, application width, and overall material usage.
- Epic Solutions M7 - Highway striping control system real-time paint striping material measurement
- Epic Solutions skip timing systems
- Data logging systems
- Load cells
- High-pressure paint systems
- Service ticket system for faster issue resolution
- PCD grinding heads
- Burner Swap feature for simplified burner control
- Real-time monitoring of critical truck operations
- A \$15 million parts inventory to ensure top-notch customer service
- Refurbishment services for equipment that needs updating
- We are a one stop shop for all of our customers' needs
- Industry leading impingement system for Epoxy trucks

All new trucks that have a Skipline system installed come with one-year free subscription to Spec Rite Online (<https://spec-rite.io/>) Features of the system include:

- GIS Based Data Analysis - All data collected is georeferenced, which allows our proprietary technologies to create interactive queries to analyze data and summarize performance.
- Material Management - Get real-time material application rates to ensure compliance with specifications. Reduce material waste and costly over application. Increase retroreflectivity readings by applying the right amount of paint for bead embedment.
- Environmental Conditions - Track ambient conditions and road surface temperatures to ensure they are applied to manufacturer specifications. Speed up tort claim resolutions with environmental and GIS based data.

Trackless offers versatility and production with its Vacuum/Grinder, cold planner, infrared asphalt heater and generator, and power broom attachments that all fit onto one trackless tractor platform. This unit can be used 365 days a year if operations want to expand to

		<p>other attachments that trackless offers.</p> <p>Hog Technologies</p> <p>25 years of history in the airport and roadway industry, and we continue to add new products every year.</p> <p>We strive to build a culture wherein we challenge longstanding assumptions related to how work is completed to offer better solutions.</p> <p>Our equipment is designed to be the most reliable, long-lasting and easiest to maintain systems with the fewest needed consumables as possible.</p> <p>We offer a range of product lines, so the customer only has to make one call for service, support & parts.</p> <p>Team of 7 engineering and design professionals on staff who are available to help with any customer needs.</p> <p>105,000 sf fabrication, assembly, and R & D facility as well as a seasoned production team with expertise in hydraulics, electrical, plumbing & chassis integration.</p> <p>World-Class Training and Certification Program for operators & mechanics.</p> <p>24/7/365 Technical Support Team with a live person within 10 minutes. 10 languages in-house and 175 languages supported through AT&T translation services.</p> <p>4-5 million dollars of parts inventory in stock and 98% of orders are shipped the same day.</p> <p>MRLiquidators offers Sourcewell/Canoe members the opportunity to contract with them for removal services. This service is offered for paint, thermoplastic, tape, and rubber removal.</p> <p>Mark Rite Lines Equipment Company will offer a rental program for Sourcewell/Canoe members for the Mini Mac Pro/Detail trailer and Mini Grinder product lines.</p> <p>Additionally, Mark Rite Lines Equipment Company Inc. is backed by the resources of our parent company, Federal Signal Corporation, which gives us access to an extensive pool of expertise across all functions of our business. Our project teams include not only our employees but also personnel from other Federal Signal Corporation subsidiaries, ensuring a collaborative approach to meeting customer needs.</p> <p>We are completely EPA emission compliant allowing us to meet regulations in both the US and Canada.</p> <p>We offer full-service engineering departments which allows us tremendous flexibility to offer customized options to meet specific and unique member requirements. Both Elgin and Vactor Manufacturing facilities are ISO certified and have been for many years. This provides assurance to Sourcewell/Canoe members that our products are consistently manufactured using appropriate processes that meet high-level quality standards.</p> <p>(Please see the attached Investors report for additional reference under the financial strength and stability upload section.)</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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51	<p>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 resellers if available. Select all that apply.</p>		<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>
52		<p>Minority Business Enterprise (MBE)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>

53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>

55		<p>Veteran-Owned Business Enterprise (VBE)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>
56		<p>Service-Disabled Veteran-Owned Business (SDVOB)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>

57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>

59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is not a WMBE (Women- or Minority-Owned Business Enterprise), SBE (Small Business Enterprise), or veteran-owned business.</p> <p>However, many of our contractors who purchase our products fall into these categories.</p> <p>Additionally, we work with several suppliers who are certified as WMBE, SBE, or veteran-owned businesses, supporting diversity and inclusion within our supply chain.</p> <p>Federal Signal Corporation is a publicly traded corporation under FSS. We are female led, with an extensive diversity, equity, and inclusion policy.</p> <p>At Federal Signal Corporation, our commitment to diversity, equity, and inclusion is guided by our core values. Respect for all people is a top priority for the Company, and maintaining Federal Signal Corporation's competitive advantage is directly tied to our continued efforts to promote employee engagement and gain a better understanding of the customers and the communities who count on us. Understanding the importance of attracting diverse talent, we promote a culture and environment where employees want to stay with Federal Signal Corporation and have development opportunities to grow their career with us. We recognize each person's unique identity, background, and experiences as part of an inclusive culture, where everyone feels empowered to do their best work because they feel accepted and respected.</p> <p>(Please see the enclosed Sustainability Report in the WMBE/MBE/SBE or Related Certificates section for our inclusion strategy.)</p>
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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 *
60	Describe your payment terms and accepted payment methods.	<p>Our standard payment terms require full payment within 30 days after the delivery of the equipment. We accept payment via wire transfer and ACH.</p> <p>For parts orders, we also accept credit cards and offer account credit.</p> <p>New customers of Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators are required to complete a credit application to establish a credit limit for part purchases.</p>

<p>61</p>	<p>Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators offer financing options through our trusted financing partners. We work with a portfolio of finance partners to provide flexible solutions. Our sales team can provide contacts and details on any current financing promotions available to help facilitate your purchase.</p> <p>We offer several financing programs through our partners throughout the year. Here are some examples:</p> <p>-----</p> <p>No Full Payments Until 2025!</p> <p>This financing program is designed to help your business easily acquire the equipment and technology you need while minimizing upfront financial pressure. Here's how it works:</p> <p>Low Introductory Payments: For the first 3 months, you'll pay as little as \$99 per month.</p> <p>Ramp Up Before Full Payments: The low introductory payments allow you to get started and ramp up your operations before full payments begin.</p> <p>Flexible Payment Options: After the introductory period, you'll transition to regular payments for the remainder of the term.</p> <p>No or Low Down Payments: This program offers no or low down payments, making it easier to get started without a large upfront cost.</p> <p>Avoid Depleting Lines of Credit: Keep your business's credit lines intact by financing your equipment instead of using available credit.</p> <p>Match Payments to Cash Flow: You can align your payments with your business's cash flow, allowing for a more manageable financial commitment.</p> <p>-----</p> <p>MINI MAC 400 Financing Promotion</p> <p>This special limited-time financing offer is perfect for businesses looking to acquire the MINI MAC 400 system. The details are as follows:</p> <p>Promotion Period: This offer is available from January 1 - March 7.</p> <p>Introductory Payment: Pay just \$399 per month for the first 6 months.</p> <p>Low Down Payment: A 0-5% down payment is due at signing, making it easier to get started with minimal upfront costs.</p> <p>Regular Payments: After the introductory period, the loan will be amortized over 54 months, with regular monthly payments for the remainder of the term.</p> <p>This promotion makes it easier than ever to acquire the MINI MAC 400 and get your business up and running with minimal financial strain.</p> <p>-----</p> <p>In hopes that we are awarded the Sourcewell/Canoe contract, we plan on working with National Cooperative Leasing (NCL), a Sourcewell/Canoe contract holding vendor.</p>
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62	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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators create a comprehensive proposal document for each equipment build. This document outlines the specific specifications selected for the equipment, along with our terms and conditions, warranty statement, delivery terms, payment terms, and the desired painting schematic. It serves as a detailed reference for our customers throughout the purchasing process.</p> <p>Mark Rite Lines Equipment Company prepares a rental contract that is emailed to the customer. The contract outlines the customer's responsibilities and terms of rental.</p> <p>(Please see the uploaded document section for examples of sales forms, terms & conditions, rental agreement, etc, under the standard transaction document sample section.)</p>	*
63	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?	We do currently accept P-Card payment. There is a 5% fee for utilizing P-Cards.	*
64	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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators is offering Sourcewell/Canoe members a discount on the configured product-category pricing, based on our manufacturer's suggested retail prices.</p> <p>All pricing for trucks includes on-site start up technician training.</p> <p>(All proposed pricing and discount schedules are included in the uploaded documents under the pricing section.)</p>	*
65	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.	<p>7% - ThermoPro Series Trucks – Complete Configured truck included customer specific options.</p> <p>5% - ThermoPro Series Pre-Melters – Complete Configured melter included customer specific options.</p> <p>7% - EpoxyPro Series Trucks – Complete Configured truck included customer specific options.</p> <p>7% - Paint Pro Series Trucks – Complete Configured truck included customer specific options.</p> <p>7% - Grind Pro Series Trucks – Complete Configured truck included customer specific options.</p> <p>3% - Mini Mac Pro Units</p> <p>3% - Mini Grinder Pro Units</p> <p>5% - RumblePro Trucks - Complete Configured truck included customer specific options.</p> <p>5% - Detail Pro Series Trucks – Complete Configured truck included customer specific options.</p> <p>5% - Detail Pro Series Trailers – Complete Configured trailers included customer specific options.</p> <p>5% - MarkerPro Trucks – Complete Configured truck included customer specific options.</p> <p>3% - Services</p> <p>3% - Refurbishment of MRL Equipment</p> <p>7% - MRLiquidator Trucks – Complete Configured truck included customer specific options.</p> <p>10% - MRLiquidators Contracting Services</p> <p>3% - MRL Parts</p> <p>3% - MRL Rentals (see rental agreement in uploaded documents)</p> <p>3% - SkipLine Systems upgrade retrofits</p> <p>2% - SkipLine Systems and solutions</p>	*

		<p>2% - Epic handliners and solutions</p> <p>5% - Graco handliners and solutions</p> <p>3% - Trackless MT7</p> <p>3% - Trackless Attachments</p> <p>5% - Stripe Hog - SH15</p> <p>5% - Stripe Hog – SH8000</p> <p>5% - Stripe Hog – SH7500</p> <p>5% - Stripe Hog – SK3000</p> <p>5% - Stripe Hog – SK2000</p> <p>5% - Stripe Hog – SK2000T</p> <p>5% - Stripe Hog – SK5.2</p> <p>5% - Surface Hog</p> <p>5% - Thermo Hog – TH15</p> <p>5% - Epoxy Hog</p> <p>5% - Grinder Hog – GH2</p> <p>5% - Grinder Hog – GH3</p> <p>5% - Grinder Hog – GH4</p> <p>5% - Rumble Hog</p> <p>5% - Broom Hog</p> <p>All discounts off suggested MSRP completed configured product category sell price.</p>	
66	Describe any quantity or volume discounts or rebate programs that you offer.	Our equipment is highly customizable and typically not purchased in large volumes. However, if a customer is considering a large volume purchase (three or more trucks within a given year), we will work with them to offer an additional incentive.	*
67	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.	Since our pricing is based on the configured product and Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators manufacture customizable equipment, most options are covered. If we receive a non-standard request, Mark Rite Lines Equipment Company, Trackless, and Liquidators will provide a customized quote for that specific item.	*

68	<p>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.</p>	<p>Any costs associated with the delivery of a piece of equipment to a Sourcewell/Canoe member are additional and will be quoted and provided to the customer prior to the completion of the equipment.</p> <p>Chassis are not included in the discount structure submitted. Chassis are offered by two options:</p> <p>Customers can supply their own chassis, but they must have the necessary modifications completed prior to delivery. If modifications are required after delivery, additional costs will apply and will be figured on cost plus 3%.</p> <p>Mark Rite Lines Equipment Company can provide the chassis, but it will not be included in the Sourcewell/Canoe discount. The chassis and all necessary modifications will be provided at the chassis provider's cost, plus a 3% charge for Sourcewell/Canoe members.</p> <p>(Please see the uploaded document section for examples of sales documents, product brochures, and warranties for chassis)</p> <p>Trailers are not included in the discount structure submitted. Trailers are offered by two options:</p> <p>Customers can supply their own trailer, but it must meet all Mark Rite Lines Equipment Company specifications. We cannot build on trailers that do not meet our minimum requirements. If modifications are required after delivery, additional costs will apply and will be figured on cost plus 3%.</p> <p>Mark Rite Lines Equipment Company can provide the trailer, but it will not be included in the Sourcewell/Canoe discount.</p> <p>Mini Mac equipment training is only offered on-site at Mark Rite Lines Equipment Company Billings, MT location, unless the customer chooses to pay for on-site training. Travel costs to Billings are the responsibility of the customer.</p> <p>Hog Technologies Trainer's Travel is an additional cost. Training is included with all of our systems but to provide the training at the customer's location there will be additional costs for the trainer's travel expenses, or the customer can choose to come to our facility at no additional cost. There is no installation or setup to be done by the customer, our systems are delivered as complete units ready to work. We do not charge any additional costs for any inspections but if the customer wants to visit our facility to inspect their unit before delivery their travel expenses will be paid by them.</p> <p>It is the Sourcewell/Canoe member's responsibility to track and report IFTA fuel purchases and mileage. It is the Sourcewell/Canoe member's responsibility to provide the required insurance documentation for their rental. Any applicable taxes are the Sourcewell/Canoe member's responsibility.</p> <p>It is the Sourcewell/Canoe member's responsibility to line up and pay any fees for the Canadian border broker.</p>
69	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Mark Rite Lines Equipment Company, Liquidators, Hog Technologies, and Trackless dealers utilize various shipping and freight companies to deliver our equipment. Freight costs are quoted to the customer prior to the completion of the equipment. Most of our equipment is shipped via drive-away service or flatbed, though customers also have the option to pick up the equipment directly. We can ship to any location within the continental U.S.</p>
70	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For orders to Alaska, Hawaii, Canada, and U.S. Islands, shipments will be made based on the most efficient delivery option for the area and the type of unit(s). The customer is responsible for obtaining all necessary border paperwork and providing an established border broker.</p> <p>Delivery to these locations are standard practices that may include additional freight packaging for water/sea freight</p> <p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators offer the same shipping options to customers: pick-up, freight delivery, or drive-away service.</p>

71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators offer customers the option to pick up their units directly from the factory. Pick-up must occur by the specified date provided by the companies.</p> <p>Because of the size and varying axle configuration as well as the fluctuation of road and bridge laws from State to State or Province to Province we have internal resources that can help arrange the delivery to the Sourcewell/Canoe member location (Freight rates range \$3.00 to \$6.75 a mile + insurance coverage)</p>	*
72	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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators have established several checks and balances to ensure self-audit compliance with our agreements. The process begins with sales quoting and the use of HubSpot to track opportunities. If we are successful with this RFP, we will program Sourcewell/Canoe members and their member numbers into HubSpot. Additionally, we will modify our equipment configurator to include the Sourcewell/Canoe member number and to reflect that they are receiving Sourcewell/Canoe pricing.</p> <p>When an order is received, it will be cross-checked with the Sourcewell/Canoe pricing sheet by the sales territory manager, director of sales, and sales coordinator. Once verified, the order will be processed, and the engineering and production process will begin. We will generate reports from HubSpot that will be reviewed and approved quarterly by the sales team, director of sales, controller, and sales coordinator.</p> <p>Upon completion, delivery, and acceptance of the equipment by the customer, an invoice will be generated and sent for payment. Once payment is received, our internal process will notify the sales team, director of sales, sales coordinator, and controller, and the report will be updated. The director of sales and controller will then review the report, ensuring that the payment required to Sourcewell/Canoe is made, and will issue the necessary documentation and payment to Sourcewell/Canoe.</p>	*
73	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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators will track our utilization of the Sourcewell/Canoe contract through several key management metrics, which will be reviewed monthly by the senior management team, as well as our corporate finance and management teams. These key metrics will include Sourcewell/Canoe sales as a percentage of total sales.</p> <p>Additionally, we will track Sourcewell/Canoe opportunities by time, amount, and win rate on a weekly basis through HubSpot. We will also establish metrics to compare Sourcewell/Canoe sales with other governmental sales channels, such as bids, RFQs, and BuyBoard.</p> <p>Growth goals will be set for each sales team member based on their yearly sales targets, with progress measured and reported monthly. Our controller will track Sourcewell/Canoe discount dollars and administration fees, providing monthly reports that detail these figures as a percentage of total sales. Our marketing manager will develop KPIs for any Sourcewell/Canoe-specific marketing efforts, which will be reviewed monthly.</p> <p>Since Sourcewell/Canoe would be new for us, we would appreciate quarterly reviews with our contract manager during the first year to ensure we are properly leveraging our agreement.</p>	*
74	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.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators are proposing the following administrative fee of 1%. The administration fee will be calculated on the total revenue minus chassis, trailers, freight, FET, and taxes.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Mark Rite Lines Equipment Company, Trackless, Hog Technologies, and Liquidators designs customized equipment tailored to our customers' needs. When a municipality reaches out to us to explore building a truck or tractor they typically gather specifications and operating requirements to compile a bid. Upon receiving the bids, we price the equipment based on those requirements using our manufacturer's suggested retail pricing.</p> <p>Currently, Mark Rite Lines Equipment Company the option to utilize BuyBoard, with a 3% discount, if desired. For this proposal, however, we are offering a discount off our fully configured product category manufacturer's suggested retail price due to the purchasing power of Sourcwell/Canoe members.</p> <p>The discount offered to Sourcwell/Canoe members is more advantageous than our typical discounts or other agreements. Sourcwell/Canoe also streamlines the sales process by eliminating the administrative work associated with responding to bid solicitations.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>ThermoPro Series Striping Trucks The Mark Rite Lines Equipment Company ThermoPro™ series of Thermoplastic Stripers offers superior material pre-melting capabilities to ensure faster start-ups and more productive applications. This series provides air atomized spray application, ribbon extrusion application, and screed extrusion, either flat or profile.</p> <ul style="list-style-type: none"> • 4-4,000 – Thermoplastic truck with a capacity of 4,000 lbs • 4-8,000 – Thermoplastic truck with a capacity of 8,000 lbs • 4-12,000 – Thermoplastic truck with a capacity of 12,000 lbs • 4-16,000 – Thermoplastic truck with a capacity of 16,000 lbs • 4-24,000 – Thermoplastic truck with a capacity of 24,000 lbs <p>All equipment is customizable with additional options and configurations based on the customer's specific needs.</p> <p>(Please see page 3 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)</p> <p>PaintPro Series Striping Trucks</p> <p>Non CDL Tank Capacity</p> <ul style="list-style-type: none"> • Chassis GVWR 19,500 Air Atomized Up to 200 Airless Up to 240 • Chassis GVWR 26,000 Air Atomized Up to 260 Airless Up to 320

CDL

- Chassis GVWR 33,000 | Air Atomized Up to 400 | Airless Up to 330
- Chassis GVWR 46,200 | Air Atomized Up to 680 | Airless Up to 600
- Chassis GVWR 66,000 | Air Atomized Up to 1200 | Airless Up to 850
- Chassis GVWR 79,500 | Air Atomized Up to 1200 | Airless Up to 1000

Non-CDL Truck

The Mark Rite Lines Equipment Company PaintPro™ Striper (Non-CDL) is built with robust construction to ensure long service life and reduced overall maintenance. This truck is designed for high-volume productivity and comes with pump or pressure tank systems for air atomized (AA) spray application or airless spray (ALS) application. No commercial driver's license is required for operation.

CDL Trucks

The Mark Rite Lines Equipment Company PaintPro™ Striper (CDL) offers the same robust construction for extended service life and low maintenance, designed for high-volume productivity. It is available in pump or pressure tank systems to provide air atomized (AA) spray application or airless spray (ALS) application. With single line widths up to 36" , this model can spray up to six guns simultaneously for airport markings. A commercial driver's license (CDL) is required for operation.

(Please see page 5 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

EpoxyPro Series Striping Trucks

Mark Rite Lines Equipment Company Plural Component Stripers prioritize high-volume output, serviceability, ease of operation, and dependability. The patented impingement material mixing system provides an environmentally friendly, solvent-free airless spray application of epoxies, polyurethanes, and polyureas. A commercial driver's license (CDL) is required.

- 8-75-E
- 8-150-E (3 color options available)
- 8-200-E
- 8-275-E (3 color options available)
- 8-350-E

Mark Rite Lines Equipment Company also builds Poly-Urea trucks that are in the same sizes of the EpoxyPro trucks

- 8-75-P
- 8-150-P
- 8-200-P
- 8-275-P
- 8-350-P

(Please see page 4 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

MarkerPro Application Truck

The Mark Rite Lines Equipment Company MarkerPro™ Application Truck offers efficient application of raised pavement markers. It includes a high-performance bituminous adhesive pre-melting kettle for rapid heat-up of the adhesive.

(Please see page 14 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

GrindPro Series of Trucks

- 3-220 – 2 Box Grinder: A versatile design for line removal grinding, high-speed pavement grooving, plunge-type saw cuts, slot-type saw cuts, and curing compound removal. No commercial driver's license is required.
- 3-420-AD8K – 4 Box Grinder: A versatile design with the same features as the 3-220, but requires a commercial driver's license.

(Please see page 7 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

RumblePro Truck

The Mark Rite Lines Equipment Company RumblePro™ makes continuous or patterned cuts with a single operator on edgelines and centerlines. This durable workhorse has proven itself over the decades to produce consistent results and reliable performance.

(Please see page 8 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

MRLiquidator Truck

The MRLiquidator Truck utilizes ultra-high pressure water with vacuum recovery to

effectively remove roadway pavement markings, curing compounds, retexturizing, coating rejuvenation, airport markings, and rubber.

- L4012UVT
- L4012MVT
- L4015UVT
- Liquidator Tractor

(Please see page 9 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

DetailPro Thermoplastic Supply Truck Series

Enhance productivity with the Mark Rite Lines Equipment Company DetailPro™ Thermoplastic Supply Truck, designed to increase your total melting capacity. Available in a variety of configurations and material capacities. Options include transfer pumps, conveyor belt melter loading, transfer hose booms, lift gates, and more to optimize performance.

- 9-3000
- 9-4000
- 9-6000
- 9-8000
- 9-12000
- 9-16000
- 9-24000

DetailPro Thermoplastic Supply Trailer Series

The Mark Rite Lines Equipment Company DetailPro™ Supply Trailer comes configured with pre-melting kettles, material deck, and space to haul Thermoplastic Handliners or Mini Mac® 400 Thermoplastic Stripers.

- 9-3000TRL
- 9-4000TRL

(Please see page 13 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Mini Mac Pro

The Mark Rite Lines Equipment Company Mini Mac® Thermoplastic Striper offers outstanding versatility in a compact design, allowing for the quick application of detail markings.

- MM – Mini Mac 400 unit
- MMT – Mini Mac 400 with trailer

(Please see page 10 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Mini Grinder Pro

The Mark Rite Lines Equipment Company Mini Grinder offers excellent versatility in limited work zones. Designed to remove pavement markings, groove for inlaid markings, and slot-cut for raised pavement marker installation. Its agile and compact design allows for efficient production in congested work areas.

- MR – Mini Grinder unit
- MRT – Mini Grinder unit with trailer

(Please see page 11 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

ThermoPro Pre-Melter Kettle Series

Mark Rite Lines Equipment Company ThermoPro™ Pre-Melting Kettles provide superior production capabilities in a self-contained, safe, and durable skid-mounted air-jacketed vertical design.

(Please see page 12 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Customization Options:

All equipment offers additional options and configurations based on the customer's specific needs.

Propane Engine and Propane Burners

- One (1) 1000 Pound Capacity
- One (1) 1500 Pound Capacity
- One (1) 2000 Pound Capacity
- One (1) 3000 Pound Capacity
- One (1) 4000 Pound Capacity
- 1k Set (2,000 lbs total melting capacity)
- 1.5K Set (3,000 lbs total melting capacity)
- 2K Set (4,000 lbs total melting capacity)

3K Set (6,000 lbs total melting capacity)
 4K Set (8,000 lbs total melting capacity)
 3K Quad (12,000 lbs total melting capacity)
 4K Quad (16,000 lbs total melting capacity)

Diesel Engine and Diesel Burners

One (1) 1000 Pound Capacity
 One (1) 1500 Pound Capacity
 One (1) 2000 Pound Capacity
 One (1) 3000 Pound Capacity
 One (1) 4000 Pound Capacity

1k Set (2,000 lbs total melting capacity)
 1.5K Set (3,000 lbs total melting capacity)
 2K Set (4,000 lbs total melting capacity)
 3K Set (6,000 lbs total melting capacity)
 4K Set (8,000 lbs total melting capacity)
 3K Quad (12,000 lbs total melting capacity)
 4K Quad (16,000 lbs total melting capacity)

All equipment offers additional options and configurations tailored to meet the customer's needs.

Mark Rite Lines Equipment Company Truck Refurbishment

Mark Rite Lines Equipment Company Equipment's repair and retrofit services include upfit options for all brands and types of road marking and line removal equipment. Our technicians thoroughly assess the condition of your equipment and then develop a repair and retrofit plan that aligns with your budget, timeline, and performance requirements. From replacing worn-out carriages, material pumps, and hydraulic components to more complex retrofits, such as installing new electrical wiring, material/hydraulic hoses, and material monitoring systems, Mark Rite Lines Equipment Company Equipment has you covered.

(Please see page 16 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Mark Rite Lines Equipment Company Technical Support and Training

Mark Rite Lines Equipment Company Equipment's technicians are the most experienced and road-tested support team in the industry, with expertise gained from years of working as stripers. Whether you need on-site training, virtual consultations, or phone support, our experts are available to help with technical issues, answer questions, and assist with troubleshooting. Mark Rite Lines Equipment Company also offers additional training for customers who wish to train their new staff.

(Please see page 18 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Mark Rite Lines Equipment Company Parts

Mark Rite Lines Equipment Company Equipment is the industry leader in providing in-stock parts. With \$15M+ in inventory we have thousands of parts readily available for shipment, our dedicated support team is here to assist, troubleshoot, and minimize downtime. Most parts orders are shipped the same day they are received.

(Please see page 17 in the uploaded Mark Rite Lines Equipment Company Product Portfolio brochure for more details under the Additional Document Upload Section.)

Our trucks are highly customizable, there are numerous options available for customers when configuring a truck. The list below provides examples, though it is not exhaustive for all truck configurations:

Timing system (Skipline or Epic) Communication system packages
 Data Logging systems Centerline and Edgeline application systems
 Load cells Mid carriage or rear carriage systems
 Color Video Guidance 3 color application systems
 Lasers Inlaid marking capability
 Pointer bar Slot-Cut raised pavement marker capability
 Compressors Plunge-cut snow plowable marker capability
 Material Pumps 9 or 13 inch box options
 Cab One man option systems
 Split tanks Computer controlled hydrostatic chassis propulsion systems
 Single/Double Drop Bead systems Varying cut styles for rumble strip
 MRL Dynamic Touchscreen Ultra high pressure water systems
 Airless Systems Arrow board systems
 Air Atomized Systems PCD's, Diamond Blades, or Carbide Cutter drums

Black Beauty system Limntech systems
 Spray, Extrude, Profile, audible and flip profile Color options
 Heat systems Rear or corner outlets
 Recirculation systems Storage systems
 Single or dual burner systems Safety light packages
 Vacuum bead loading systems Conveyor systems

Mark Rite Lines Equipment Company Rental Equipment

We offer a rental program to customers for our Mini Mac Pro, Mini Grinder Pro, and Detail Trailer Pro products. These rentals are offered with a minimum rental of three-months. All rental units are available for sale. Terms to be negotiated at the time of purchase as pricing varies based on vintage and length of rental to provide the best value.

MRLiquidators Contracting Services

Through our MRLiquidators business, we offer a full range of contracting services for members to utilize. If it is general removal of paint, thermoplastic, tape, and rubber removal for safety, our contracting services can assist you with your operations.

(See brochure under Additional Document Upload Section.)

SkipLine System/Stingray Upgrade Retrofit

Want to update your outdated technology on your equipment? MRL offers retrofit technology to elevate your older vehicles into cutting-edge striping powerhouses. Mark Rite Lines Equipment Company offers SkipLine system retrofits. You can unlock unprecedented intelligence, efficiency, and performance from your assets. Your equipment is your livelihood. Trust the company that has been installing systems and building trucks for over 36 years!

- Intelligent Striping: Retrofit solutions empower your trucks with smart striping capabilities, ensuring precision and perfection in every stripe.
- Digital Mastery: Experience the convenience of intuitive digital controls, placing complete command over your fleet at your fingertips.
- Environmentally Conscious: Upgrade to eco-friendly technologies that reduce emissions and showcase your commitment to sustainability.
- Enhanced Productivity: Supercharge your team's productivity with faster, more efficient striping processes and minimal maintenance requirements.
- Cost-Efficiency: SkipLine.com's retrofit technology offers a cost-efficient alternative to investing in an entirely new fleet, saving you time and money.
- Seamless Integration: Our expert technicians ensure a smooth installation process, minimizing downtime and maximizing your return on investment.

Don't let your older paint trucks hold you back! Embrace the future of striping with state-of-the-art retrofit technology. Upgrade to smarter striping trucks and stay at the forefront of the striping industry.

Unlock the full potential of your paint truck Make your paint truck smarter with the SC-12 RetroCore. The SC-12 RetroCore is the striping engine, network hub, power filter, and I/O box all in one box, providing a direct upgrade path from the SkipLine SM-5 system to the industry-leading SkipLine SC-12 platform. Form-factor is compatible, with no need to re-wire or re-route any outputs. The world's fastest paint truck upgrade.

- Access the latest technology in pavement marking application
- Simple plug & play installation
- Our specialized software and hardware enable the SC-12 RetroCore to work with your system instantly. Get equipment instantly on the cloud.

<https://skipline.com/products/sc-12-retrocore/>

Mark Rite Lines Equipment Company offers both SkipLine or Epic Solution skip timing or Data logging systems for equipment.

SkipLine

We offer all the skip time and data logging systems for SkipLine. MGT-14 Grind Timer, Grind/Rumble Distance Counter, MST-14 Mini Skip Timer, SC-12 RetroCore, SC-12 Control System, DL-18, HDVO-318, LLMA and Stingray.

<https://skipline.com/products/sc-12/>

For Thermoplastic trucks, we offer an additional feature called Stingray, which provides real-time monitoring of application thickness, width, and overall material usage through a laser system. Delivers zero-delay High-Definition Video Guidance for a real-time striping experience. <https://skipline.com/products/stingray/>

Our paint trucks also have the ability to utilize SkipLine Llama, a system that measures paint and bead applications, enabling municipalities to fine-tune their usage for maximum efficiency. Long-Line Automated Material Application is an easy-to-use

HDVO/DL-18 add-on that enables the driver/operator to maintain a consistent mil thickness while painting. LLAMA calculates in real time to automatically adjust paint pressure to achieve your targeted mil thickness. It will control the pressure exerted on the material system to match the target material application rate.

<https://skipline.com/products/llama/>

We can equip our trucks with ACCU-Bead flow sensors that integrates into the monitoring system. This gives the customer real-time bead flow monitoring to ensure application rates match specification on the first pass. (Flyer uploaded)

All trucks equipped with a SkipLine system comes with one year of free Spec Rite Online, ensuring seamless integration and tracking. Manage your jobs anywhere with Spec-Rite Online. The Spec-Rite cloud-based platform seamlessly integrates with Skip-Line Smarter Striping technology. The combination of hardware and software gives operators unparalleled visibility to their crews in real-time: material usage, line accuracy, paint thickness, and more – all from their PC or smartphone. [https://specrite.io/?](https://specrite.io/?__hstc=242527325.28af41e3bc0eeda5cac83da0217b3e8d.1739653696350.1739653696350.1739653696350.1&__hssc=242527325.5.1739653696350&__hsp=746698734)

[__hstc=242527325.28af41e3bc0eeda5cac83da0217b3e8d.1739653696350.1739653696350.1739653696350.1&__hssc=242527325.5.1739653696350&__hsp=746698734](https://specrite.io/?__hstc=242527325.28af41e3bc0eeda5cac83da0217b3e8d.1739653696350.1739653696350.1739653696350.1&__hssc=242527325.5.1739653696350&__hsp=746698734)

(Please see the uploaded product brochures for these products under the Additional Document Upload Section.)

Epic Solutions

We offer Epic Solutions skip timing and data logging systems on our trucks. The basic timing system for new equipment or retrofits that connect by traditional methods. The STS2000 has all the standard features found in existing timing systems, with new improvements and options. The base system is a three-gun double bead drop configuration with standard features like advance/retard, alternate cycle and duster capabilities. Gun setup and operation from left or right controller, or central control. The control box can work on either side of the truck. Options: GPS Mapping and Tracking, Setup and Operate Gun From Left, Right, or Center Controller, Data Logging, Stroke Counter for Material Usage, Material Temperature, Surface, Ambient Material Temperatures, Dew Point and Humidity, Stand-alone system for complete truck setup, Printer option <https://epicsolutions.us/data-logging-timing-systems/skip-timing-sts-2000/>

M7 data logging system by Epic Solutions

Highway Striping Control System Real-time Paint Striping Material Measurement
The M7 Monitoring System is the most accurate, versatile and cost-effective way to manage road striping and applications. Now, you can know what product you are applying, where you are applying it and how much is being used, without ever getting out of the truck! <https://epicsolutions.us/data-logging-timing-systems/m7-monitoring-dls/>

EASY ON-THE-ROAD MONITORING

The PLC makes calculations, analyzes data and sends reports to the computer screen in the cab of the truck, so the driver can effectively manage the use of materials while driving down the road. Reports can be programmed to provide data tailored to your needs, the present job or your equipment. Reports can be printed on a portable printer.

Epic Solution Handliners

The ThermoMark™ Series Handliner is built with extremely durable aluminum construction. Exclusive features like insulated reservoirs and a modular design have made them the preferred thermoplastic applicators with professionals throughout the industry.

ASE Thermomark 250 - Thermoplastic "handliner" applicator

<https://epicsolutions.us/thermoplastic-equipment/thermomark-series-handlers/thermomark-250/>

ASE Thermomark 300- Thermoplastic "handliner" applicator

<https://epicsolutions.us/thermoplastic-equipment/thermomark-series-handlers/thermomark-300/>

ASE ThermoMark 250DD - (Double-Drop) Thermoplastic applicator w/ double drop bead dispensing feature

ASE ThermoMark 300DD - (Double-Drop) Thermoplastic applicator w/ double drop bead dispensing feature

Advanced Striping Equipment has thought of everything. The FastMelt 650's fully modular design allows for complete replacement of all its parts – thus maximizing the longevity of your equipment and ensuring many years of dependable service and quality striping.

- Fills an applicator in minutes
- Melts and holds up to 650LBS (43 Liquid Gallons) at 400°F

- Fits in the back of a pickup
- Compact: 48" W x 42" D x 51" H
- Lightweight (950 LBS empty)

ASE FastMelt 650 - Standard Unit Portable Premelting System, propane fired.
<https://epicsolutions.us/thermoplastic-equipment/thermoplastic-melting-kettles/fastmelt-series-premelters/>

ASE FastMelt 650 Custom- (Right-Side Engine/Hydraulic Mount) Portable Premelting System, propane fired. <https://epicsolutions.us/thermoplastic-equipment/thermoplastic-melting-kettles/fastmelt-series-premelters/>

(Please see the upload product brochures for these products under the Additional Document Upload Section.)

Limntech Scientific systems

Our paint trucks are compatible with Limntech (<https://limntech.com/>), a system that allows for GPS-based layout and re-striping. The top-tier system can even perform autonomous machine vision camera-guided maintenance striping.

Layout systems - THE LifeMark®- 100 AUTOMATED LAYOUT SYSTEM was designed for the roadway stripers market. Using real-time kinematics (RTK), enhanced GPS-based location and machine vision camera technologies, this system provides stripers with the ability to accurately record the location of roadway markings before the roadway is repaved. Once the roadway is repaved, the original markings can then be duplicated in the same GPS location with workers safely off the road and out of harm's way.

Re-striping systems - THE LifeMark®-300 AUTOMATED RE-STRIPING SYSTEM is designed to control the re-stripping of pavement markings without a rear operator. Cameras are used in conjunction with patent-pending real-time artificial intelligence machine learning techniques and computer algorithms to accurately define restriping actions. The LifeMark®-300 recognizes all colors and types of lines, new and worn, over new and old concrete or asphalt, and will turn paint guns on and off as needed. The equipment is available to retrofit any long line paint, thermo, epoxy or polyurea striping truck. The LifeMark®-300 monitors the paint and glass bead installation via an in-cab video view. The system can control both sides of the striping truck.

LifeMark 100 Record only via GPS vehicle - one side (Airport Model)

<https://limntech.com/lm75/>

LifeMark 100 Record only via GPS vehicle - two sides <https://limntech.com/lm75/>

Lifemark 100 Single Carriage Record and Layout via GPS Paint Truck (Airport Model) <https://limntech.com/lm75/>

LifeMark 100 Dual Carriage GPS Record and layout via GPS Paint Truck <https://limntech.com/lm75/>

LifeMark 300 Single Carriage Auto Re-Stripe via Camera Paint Truck (Full Size Paint Truck) <https://limntech.com/lifemark-300/>

LifeMark 300 Dual Carriage Auto Re-Stripe via Camera Paint Truck <https://limntech.com/lifemark-300/>

LifeMark 400 Dual Carriage Record and Layout via GPS and Auto Re-Stripe via Camera Paint Truck (Full-Size Paint Truck) <https://limntech.com/lifemark-300/>

(Please see the upload product brochures for these products under the Additional Document Upload Section.)

Graco Thermolazer, Traffic Tape Machines and accessories

Traffic Tape Application Made Easy

- Apply pavement marking tape at truck speeds — up to 6 mph
- Cut on-the-fly with the push of a button
- Pre-program skip-lines — no layout required
- Apply double lines in a single pass
- Apply tape to within 3 inches of a road edge
- On-surface & deep inlay groove capable
- Permanent or temporary road tape up to 14 inches wide

<https://www.graco.com/us/en/contractor/products/pavement-marking-maintenance/traffic-tape-applicators.html>

Thermoplastic striping equipment that delivers

In areas with heavy traffic, the durability of road marking is a key priority. Traffic control typically needs to reduce flow obstruction to a minimum. Using thermoplastic material increases long-term line quality. Faster drying times ultimately lead to smoother traffic conditions. Graco thermoplastic marking equipment doesn't just simplify the process, you'll also tightly control line thickness.

<https://www.graco.com/us/en/contractor/products/pavement-marking-maintenance/thermoplastic-marking-equipment.html>

Trackless

Trackless MT7 tractor and attachments <https://tracklessvehicles.com/> - Trackless Vehicles has been in the articulated tractor manufacturing industry for over 50 years. Trackless leads the market in technological design, efficiencies, safety features, operator comfort, and overall performance. While less expensive competitive products are available, the many value-added and safety features of the MT7 are primarily due to feedback and requests from our large customer base.

The majority of our business is with municipalities and their public works departments. However, we have also equipped parks, airports, universities, military facilities, private contractors, and large corporations with equipment to help them tackle their toughest seasonal grounds maintenance challenges. The MT7 is what you, the customer, should expect; a tractor appropriately designed to do the job safely and efficiently. Our commitment is to be the best and deliver the products you need to get the job done

Attachments

Power Broom attachment <https://tracklessvehicles.com/products/power-angle-sweepers/>
 Infrared Asphalt Heater and Generator attachment <https://tracklessvehicles.com/products/infrared-asphalt-heater/>
 Cold Planner attachment <https://tracklessvehicles.com/products/cold-planer/>
 Vacuum and Grinder attachment (product brochure uploaded)
 Line & Stencil Painter - <https://tracklessvehicles.com/products/line-stencil-painter/>

(Please see the uploaded product brochures for these products under the Additional Document Upload Section.)

Hog Technologies

Stripe Hog - - 40K psi water blasting systems for paint, thermo or rubber removal and surface cleaning and surface preparation:
 SH8000 - 12 gallon per minute ultra high-pressure water blasting system, 2 blasting heads mounted on Peterbilt 520 chassis.
 SH7500 - 9 gallon per minute ultra high-pressure water blasting system, 1 blasting head, mounted on Mack Granite chassis.
 SK3000 - 7 gallon per minute ultra high-pressure water blasting system, 1 blasting head mounted to a tractor, skid mounted.
 SK2000 - 5.6 gallon per minute ultra high-pressure water blasting system, 1 blasting head, mounted on Isuzu FTR chassis.
 SK2000 Trailer - 5.6 gallon per minute ultra high-pressure water blasting system, HT1000 Ground Hog Walk-behind Tool blasting head, mounted on a trailer.
 SK5.2 - 5.2 gallon per minute ultra high-pressure water blasting system with HT1000SR Walk-behind Tool blasting head, skid mounted

SURFACE HOG - Hard surface cleaning system for cleaning pervious pavements, concrete, asphalt, pavers, etc

SH15 - HYDRO HOG - 15 gallon per minute 40K psi waterblasting system with the option of addition of a rear hydro-demolition head with 3" cutting diameter for patch repair on concrete runways, along with the capability for paint and rubber removal.

BROOM HOG - Broom sweeper, dirt and debris is swept directly onto a conveyor belt that can load into a dump truck or offload material along the edge of the runway.

(Please see the upload product brochures for these products under the Additional Document Upload Section.)

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategories for our products include but are not limited to the following:</p> <ul style="list-style-type: none"> Mark Rite Lines, Trackless, Hog, and Liquidators: Roadway Surface Marking Equipment Raised Pavement Markers Equipment Thermoplastic Marking Equipment Plural Components Marking Equipment Paint Marking Equipment Epoxy Marking Equipment Thermoplastic Pre-Melting Kettle Equipment Grinding, Grooving, Plunge Cut, Banana Cut, Line Removal Equipment Line Striping Removal Equipment Roadway Maintenance Equipment Line Striping Equipment Road Preparation Equipment Road Maintenance Equipment Road Striping and Removal Equipment Refurbishment Road Striping and Removal Equipment RPM applicator trucks Handliner applicator units Skip time and data logging systems Ultra High Pressure Water Removal Equipment Water Blasting Equipment Runway Rubber Surface Cleaner Equipment Porous Pavement Cleaning Equipment Surface Preparation Equipment Training for line striping and removal equipment Parts & Service for line striping and removal equipment Multi-purpose municipal tractor Line striper attachment system Grinder attachment system Cold planner system Asphalt Sweeper
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Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trackless MT7 system offers a cold planner system
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trackless MT7 system offers an infrared asphalt heater and generator
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	not chip spreaders or asphalt brooms. Pavement grinding and grooving equipment. Trackless MT7 system offers asphalt brooms and grooving equipment
81	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All material applicator types including paint, thermoplastic, RPM, and plural components. Trackless MT7 system offers line painting attachments. Retrofit, Technology systems, waterblasting removal

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - 2025 Sourcwell Price Workbook.xlsx - Monday April 07, 2025 07:39:19
 - [Financial Strength and Stability](#) - Financial Strength.zip - Sunday April 06, 2025 10:13:35
 - [Marketing Plan/Samples](#) - Examples of MRKT Documents.zip - Sunday April 06, 2025 10:14:46
 - [WMBE/MBE/SBE or Related Certificates](#) - Sustainability Documents.zip - Sunday April 06, 2025 10:15:17
 - [Standard Transaction Document Samples](#) - Sales Document Examples.zip - Sunday April 06, 2025 10:15:41
 - [Requested Exceptions](#) - Requested Exceptions.pdf - Sunday April 06, 2025 11:02:56
 - [Upload Additional Document](#) - Additonal Docs-Ability to service - Warranty - Product Info.zip - Tuesday April 08, 2025 14:17:02

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. - Martha Schneider, Sales Coordinator, Mark Rite Lines Equipment Company, 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_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1

**CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH
MARK RITE LINES EQUIPMENT COMPANY, INC.**

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to retain Supplier to provide a 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 2025 18' Flatbed Detail Trailer, and related accessories and supplies.
- B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.
- C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #050625 ("**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: Kent Klein. 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 \$147,128.28.
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:
Mark Rite Lines Equipment Company, Inc.
5379 Southgate Drive
Billings, MT 59101

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

With a copy to:
Diane Bonina (General Counsel)
1333 Butterfield Rd
Suite 500
Downers Grove, IL 60515

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

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Supplier

Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation

Boyd Montgomery

By: Boyd Montgomery

Title: General Manager

Date: Dec 11, 2025

Federal Employer Tax ID No. 32-0598795

Kari A Parker
Kari A Parker (Dec 11, 2025 10:50:22 MST)

By: Kari Parker

Title: Controller

Date: Dec 11, 2025

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION 1) AUTHORIZING THE PURCHASE OF ONE (1) 2025 MRL 9-4000 THERMOPLASTIC DETAIL APPARATUS, 18' FLATBED DETAIL TRAILER, AND RELATED ACCESSORIES AND SUPPLIES FROM MARK RITE LINES EQUIPMENT COMPANY, INC. UTILIZING THE SOURCEWELL COOPERATIVE PROGRAM AND 2) AUTHORIZING THE EXECUTION OF THE PURCHASE AGREEMENT IN THE AMOUNT OF \$147,129

WHEREAS, The Transit Division is responsible for maintaining bikeway markings throughout the City and Public Works-Operations supports this effort by assisting with the installation and upkeep of thermoplastic striping and pavement symbols; and

WHEREAS, These markings must be properly maintained to ensure bikeway safety, visibility, and compliance with the California Manual on Uniform Traffic Control Devices (CA MUTCD); and

WHEREAS, Public Works' current production capability is limited by undersized equipment; and

WHEREAS, The proposed MRL 9-4000 Detail Trailer provides increased material capacity, on-board thermoplastic melters, and the ability to transport the recently purchased MiniMac striper, thereby enabling larger-scale bikeway striping operations and improving operational efficiency; and

WHEREAS, The MRL 9-4000 Detail Trailer includes two (2) 2,000-lb thermoplastic melters, expanded material storage, and the ability to transport additional supplies required for bike-lane striping which is essential to meet increasing bikeway maintenance and installation demands citywide; and

WHEREAS, The total purchase cost is \$147,128.28, including tax with funding available in Transit's bikeway budget; and

WHEREAS, The purchase will be made through Sourcewell cooperative purchasing contract 050625-MAR; and

WHEREAS, This agenda item supports the City Council’s adopted Public Safety, Infrastructure, and Quality of Life strategies by improving roadway and bikeway safety and enhancing maintenance operations; and; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy authorizes the purchase of one (1) 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 18’ Flatbed Detail Trailer, and related accessories and supplies from Mark Rite Lines Equipment Company, Inc. utilizing the Sourcewell Cooperative Program; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorize the execution of the Purchase Agreement with Mark Rite Lines Equipment Company, Inc. in the amount of \$147,129.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on 20th day of January, 2026, 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

January 20, 2026

Agenda Item 1.D

RECOMMENDATION

The Environmental Sustainability Commission and staff recommend that the City Council adopt a Resolution approving Amendment No. 1 to the Environmental Sustainability Commission Bylaws

EXECUTIVE SUMMARY

The Environmental Sustainability Commission (ESC) Bylaws (Resolution 2023-068) were identified by staff and Commissioners to contain grammatical errors, inconsistent language with other Council-formed Commissions, and needed clarification on meaning of certain sections. Amendments to the Bylaws were discussed, motioned, and approved by the ESC on December 9, 2025, for recommendation to City Council for discussion and acceptance of the amendments. This item requests that City Council adopt a resolution approving the ESC's recommended amendments as red-lined in the attached document.

BACKGROUND AND LEGISLATIVE HISTORY

An item was requested by the Environmental Sustainability Commission (ESC) to amend various sections of the Bylaws for said Commission. On November 17, 2025, during a Regular ESC agenda item, staff brought forward recommended changes to the Bylaws that included corrections, grammatical repairs, and previously identified issues for clarification. All redlined items were accepted by the ESC, and additional amendments were requested. The changes and new amendments were motioned and approved and included a continuance of the item to December 9, 2025, as both the Chair and Vice-Chair were absent from that meeting. On December 9, 2025, during the ESC Regular Meeting, the agenda item containing the additional recommended amendments were discussed, motioned, and approved. Following that action the ESC motioned and approved Amendment No. 1 of the ESC Bylaws to be submitted to the City Council for review and approval of the recommended edits by resolution.

ANALYSIS

Various amendments to the current Bylaws (Attachment A) were carried out that included formatting issues, outline issues, word smithing, clarifying language edits, and additions as seen in the redlined version attached to this item (Attachment B). Major changes to the bylaws included:

- A2.4 - Added the words, “no later than June 30 each year” and now reads as:

Preparing an annual report to be presented to the City Council no later than June 30 each year which includes, but is not limited to these items:

- C1 was changed for clarification in its entirety and now reads as:

1. **Membership.** *The Environmental Sustainability Commission shall consist of seven (7) City Council appointed members. The composition of the Commission will include five (5) adult residents, and two (2) youth residents (ages 14 to 19) with desirable background and expertise in specified areas of environmental sustainability practices, such as water, wastewater, solid waste, climate action, landscape/urban forest, and/or sustainable energy.*

1.1 No member may serve on more than one City Council formed or led commission or committee at one time.

- C2 was changed in its entirety for clarification and now reads as:

2. **Appointment of Members.** *Membership of the Environmental Sustainability Commission will be conducted in accordance with the process set forth by the City Council under Resolution No. 2021- 200, or any subsequent Resolutions.*

Adult Membership Appointment

The five (5) adult members will be appointed by City Council for a full or partial four-year term. If appointed due to a vacated seat, the appointed member will serve the remainder of the term of that vacated seat.

Youth Membership Appointment

The two (2) youth members will be selected by an interview panel consisting of three (3) adults who will make a recommendation to the City Council for appointment. City Council will appoint the youth member for a full or partial one (1) year term. If appointed due to a vacated seat, the appointed youth will serve the remainder of the vacated youth seat.

In compliance with the City of Tracy’s Youth Advisory Committee recruitment process, the interview panel will consist of:

- *ESC City staff liaison; and*
- *One Youth Advisory Committee advisor; and*
- *One Environmental Sustainability Commission officer (should no officer be available, one additional staff member from the City will be assigned to the panel)*

- C3 was changed in its entirety for clarification and now reads as:

3. *Term of Members.*

Adult Member Term

To provide for Commissioner's terms to expire in a staggered manner, the City Council initially appointed two (2) Commissioners for a two-year term and three (3) Commissioners for a four-year term.

Following the initial two- or four-year terms, all adult members shall serve a four-year term or the remainder of a vacated term ending on December 31 of the term appointment.

Youth Member Term

Youth Commissioner's shall serve a one-year term or part of a vacated term that ends on or before August 30 each year. A youth member term shall be September 1 through August 30 of the following year.

- C4 Attendance - changed the absences from 2 to 3 in a calendar year, removed Teleconferencing in its entirety as the meetings do not have this option; added 4.1 Duty to Inform and 4.2 Reapplication due to vacancy. It now reads as:

4. *Attendance.* *If a member of the Environmental Sustainability Commission fails to attend three (3) regular meetings in any calendar year, their appointment on the Environmental Sustainability Commission shall automatically become vacant and the staff liaison shall inform the City Clerk. Absences may not be excused, subject to Section 5 below.*

4.1 *Duty to Inform Absence.* *For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.*

4.2 *Reapplication due to vacancy.* *Any appointed Commission member that is automatically vacated from a seat due to absences may not reapply to the Commission for at least a minimum of six months after their departure.*

- D. QUORUM: removed "(including any vacancies)" and added "appointed active". It now reads as:

A quorum of the Environmental Sustainability Commission shall consist of a majority of the appointed active members. A quorum must be present in order for the Environmental Sustainability Commission to conduct a meeting.

- E3-6.1 was changed in its entirety for clarification and to add dates that better aligned with the calendar year. It now reads as:
 3. *The Vice Chairperson shall assume all duties of the Chairperson in their absence or disability.*
 4. *In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present prior to the Call to Order.*
 5. *The officers will be selected and appointed by the membership for a one-year term. The annual appointment of members shall take place at the last regular meeting in December of each year.*
 6. *Terms of Appointed Officers shall:*
 - 6.1. *Commence on January 1 of the calendar year following the election and continue through December 31.*
- G. Appointment of Officers was removed entirely and portions added to E.
- H. Meetings – changed the meeting time from 7:00 p.m. to 6:00 pm and changed H2 to include dates. It now reads as:
 2. *In November or December each year, the Commission shall determine the following year's meeting schedule and set those dates by motion and majority of the quorum.*

The Commission requests that the Tracy City Council discuss and approve the recommended changes to the ESC Bylaws (Attachment C) described herein.

FISCAL IMPACT

There is no fiscal impact associated with amending the Environmental Sustainability Commission bylaws.

STRATEGIC PLAN

This item aligns with the City Council's strategic priority to Develop Environmental Sustainability Strategies for the City.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a Resolution approving Amendment No. 1 to the Environmental Sustainability Commission Bylaws as recommended by the Environmental Sustainability Commission.

Prepared by: Stephanie Reyna-Hiestand, Assistant Director of Utilities

Reviewed by: Anush Nejad, Director of Public Works

Sara Castro, Finance Director

L. David Nefouse, City Attorney

Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – current Bylaws on March 7, 2023, under Resolution 2023-068

B – redlined Bylaws

C – Amendment No. 1 to ESC Bylaws

**BYLAWS OF THE
ENVIRONMENTAL SUSTAINABILITY
COMMISSION
CITY OF TRACY, CALIFORNIA**

WHEREAS, the City Council has established an Environmental Sustainability Commission for the purpose of advising the Council on the issues related to the sustainability, environment stewardship and opportunities for advancement on those fronts; and

WHEREAS, the Environmental Sustainability Commission is advisory to the City Council.

NOW, THEREFORE, these Bylaws govern the conduct of the meetings and the transaction of its affairs.

A. PURPOSE

1. The purpose of the Commission is to develop comprehensive, integrated environmental policies for implementation by the City to protect and enhance the City's air, water, and land.
2. The Commission is limited to performing tasks enumerated in its enabling ordinance, these bylaws, and otherwise delegated to it by City Council. The Commission is responsible to the City Council and is charged with:
 - 2.1. Acting as an advocate for protecting, preserving, and enhancing the environment as it relates to issues under consideration by the City Council and Planning Commission.
 - 2.2. Serving in an advisory role to the City Council and all Boards and Commissions, as may be requested from time to time, on environmental and sustainability policy issues. The Commission may recommend new ordinances, amendments to existing ordinances, and other actions it deems appropriate.
 - 2.3. Providing a means for promoting discussion and education on issues related to the environment and sustainability.
 - 2.4. Preparing an annual report to be presented to the City Council which includes, but is not limited to these items:
 - Climate, Air and Energy
 - Stormwater
 - Urban Forest and Biodiversity
 - Consumption and Waste; including Recycling
 - Water and Conservation Resource
 - Protection and Preservation

B. ROLE AND RESPONSIBILITIES

The role of the Environmental Sustainability Commission is to provide citizen and community perspective and input on the development on emerging policy issues related to environmental sustainability, updates to the Climate Action Plan, and receive periodic progress reports from staff on meeting climate action goals.

C. MEMBERSHIP GUIDELINES

1. **Membership.** The Environmental Sustainability Commission shall consist of five members. Preferably, the composition of the Commission will include five (5) residents with desirable background and expertise in specified areas of environmental sustainability practices, such as the water, wastewater, solid waste, Climate Action, landscape/urban forest, and/or sustainable energy.
2. **Term.** Each member shall serve a four-year term. To provide for Commissioner's terms to expire in a staggered manner, for the appointments of the initial Commissioners on the Environmental Sustainability Commission only, the City Council at its discretion will appoint two (2) Commissioners for a two-year term and three (3) Commissioners for a four-year term. After the expiration of the initial two-year and four-year terms, the terms will be four years for all Commissioners.
3. **Attendance.** If a member of the Environmental Sustainability Commission fails to attend two (2) regular meetings in any calendar year, his or her position on the Environmental Sustainability Commission shall automatically become vacant and the staff liaison shall so inform the City Clerk. Absences may not be excused, subject to Section 4 below. For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.
 - 3.1. **Teleconferencing.** If a member of the Environmental Sustainability Commission chooses to participate remotely via teleconferencing, the member must abide by either: 1) teleconferencing rules under the Brown Act, or 2) use a justified excuse under AB 2449. If the member chooses to remotely participate under AB 2449, the member may only do so for two (2) regular meetings.
4. **Leave of Absence.** An Environmental Sustainability Commission member may submit a written request to the City Council for a leave of absence of up to six months, which may be approved in its discretion.
5. **AB 1234 Training and Form 700 Completion.** If a member of the Environmental Sustainability Commission who is required to complete AB 1234 training (State Mandated Ethics Training) and/or is required to complete form 700 (Statement of Economic Interest), does not do so in a timely manner, the City Clerk's Office will send two written notices at least 10 days apart to the member. If the member does not complete the required training and/or form and provide proof of compliance to the City Clerk's Office, within 30 days of receiving the second written notice, his or her appointment will automatically terminate.

D. QUORUM

A quorum of the Environmental Sustainability Commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Environmental Sustainability Commission to hold a meeting.

E. OFFICERS

1. The officers of the Environmental Sustainability Commission shall be:
 - 1.1. The Chairperson and
 - 1.2. The Vice-Chairperson.
2. The Chairperson shall:
 - 2.1. Preside at all regular and special meetings.
 - 2.2. Rule on all points of order and procedure during the meetings.
3. The Vice Chairperson shall assume all duties of the Chairperson in his or her absence or disability. The Vice Chairperson shall chair the Commission's ad hoc subcommittee to review proposed park and recreation facility names prior to review by the Commission.
4. In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present.

F. DUTIES OF THE COMMISSION

1. Develop an annual work plan and presentation to the City Council.
2. Review and update from time to time, as necessary the Sustainability Action Plan
3. Develop policies and plans to provide for and advocate for environmental protection within the City of Tracy
4. Develop policies and plans for environmental awareness in cooperation with other public and private agencies
5. Provide recommendations to the City Council on such matters that may be referred to the Commission by City Council

G. APPOINTMENT OF OFFICERS

The officers will be selected by the membership for a one-year term. The annual appointment of members shall take place at the last regular meeting in June of each year. The terms of members shall commence as of July 1st following the election and shall continue through June 30th of the following year. In the first year of formation, the election of officers shall take place at the first regular meeting.

H. MEETINGS

1. Regular meetings of the Environmental Sustainability Commission shall be held on the 4th Thursday of each month and shall begin at 7:00 p.m.
2. If the scheduled date of a regular meeting conflicts with a holiday period, staff shall reschedule that meeting to be conducted within that month.
3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Environmental Sustainability Commission, by a majority of the quorum. If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the

motion for adjournment or continuance.

4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.
5. All meetings shall be conducted in accordance with City Council's Meeting Protocols and Rules of Procedures, section 5 Conduct of Meetings, which may be amended from time to time.

I. FUNDING

Any funding necessary for the operation of the Environmental Sustainability Commission shall be included in the City of Tracy budget, which shall be approved by the City Council.

J. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Commissions shall follow all applicable City administrative policies and procedures.

K. SUBCOMMITTEES

The Environmental Sustainability Commission may form ad hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of Commission members may not be appointed to serve on a single subcommittee. Before forming a subcommittee, the Environmental Sustainability Commission shall establish a specific charge and term for the subcommittee.

L. STAFF LIAISON

The Environmental Sustainability Commission shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Commission in support of, or in opposition to, any question before the Commission.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and distribute agendas and agenda packets.

M. ADOPTION

This document, as adopted by City Council, on March 7, 2023, by Resolution 2023-068, and shall serve as the Bylaws for the Environmental Sustainability Commission.

**BYLAWS OF
THE ENVIRONMENTAL SUSTAINABILITY
COMMISSION
CITY OF TRACY, CALIFORNIA**

WHEREAS, the City Council has established an Environmental Sustainability Commission for the purpose of advising the Council on the issues related to the sustainability, environmental stewardship, and opportunities for advancement on those fronts; and

WHEREAS, the Environmental Sustainability Commission is advisory to the City Council.

NOW, THEREFORE, these Bylaws govern the conduct of the meetings and the transaction of its affairs.

A. PURPOSE

A.

1. The purpose of the Commission is to develop comprehensive, integrated environmental policies for implementation by the City to protect and enhance the City's air, water, and land.

4.

2. The Commission is limited to performing tasks enumerated in its enabling ordinance Resolution No. 2023-068, these bylaws, and otherwise delegated to it by City Council. The Commission is responsible to the City Council and is charged with:

2.

- 2.1. Acting as an advocate for protecting, preserving, and enhancing the environment as it relates to issues under consideration by the City Council and ~~Planning other City Council created~~ Commissions and Committees.
- 2.2. Serving in an advisory role to the City Council and all ~~City formed~~ Boards, ~~and Commissions, and Committees~~, as may be requested from time to time, on environmental and sustainability policy issues. The Commission may recommend new ordinances, amendments to existing ordinances, and other actions it deems appropriate.
- 2.3. Providing a means for promoting discussion and education on issues related to the environment and sustainability.
- 2.4. Preparing an annual report to be presented to the City Council ~~no later than June 30 each year~~, which includes, but is not limited to these items:
 - Climate, Air and Energy;
 - Stormwater;
 - Urban Forest and Biodiversity;
 - Consumption and Waste; including Recycling;
 - Water and Conservation Resource; and
 - Protection and Preservation

B. ROLES AND RESPONSIBILITIES

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The role of the Environmental Sustainability Commission is to provide citizen, youth, and community perspective and input on the development on emerging policy issues related to environmental sustainability, updates to the Climate Action Plan, and receive periodic progress reports from staff on meeting ~~climate action goals~~ goals identified in such plans and reports.

C. MEMBERSHIP GUIDELINES

~~1. Membership.~~ The Environmental Sustainability Commission shall consist of ~~seven (7) City Council appointed members. five members. Preferably, t~~he composition of the Commission will include five (5) adult residents, and two (2) youth residents (ages 14 to 19) with desirable background and expertise in specified areas of environmental sustainability practices, such as ~~the waterwater,~~ wastewater, solid waste, Climate aAction, landscape/urban forest, and/or sustainable energy.

~~1.1 No member may serve on more than one City Council formed or led~~ commission or committee at one time.

~~2. Appointment of Members.~~ Membership of the Environmental Sustainability Commission will be conducted in accordance with the process set forth by the City Council under Resolution No. 2021- 200, or any subsequent Resolutions.

Adult Membership Appointment

The five (5) adult members will be appointed by City Council for a full or partial four-year term. If appointed due to a vacated seat, the appointed member will serve the remainder of the term of that vacated seat.

Youth Membership Appointment

The two (2) youth members will be selected by an interview panel consisting of three (3) adults who will make a recommendation to the City Council for appointment. City Council will appoint the youth member for a full or partial one (1) year term. If appointed due to a vacated seat, the appointed youth will serve the remainder of the vacated youth seat.

In compliance with the City of Tracy's Youth Advisory Committee recruitment process, the interview panel will consist of:

- ESC City staff liaison; and
- One Youth Advisory Committee advisor; and
- One Environmental Sustainability Commission officer (should no officer be available, one additional staff member from the City will be assigned to the panel)

~~4-~~
~~3. Term of Members.~~

Adult Member Term

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~~Each member shall serve a four year term.~~ To provide for Commissioner's terms to expire in a staggered manner, ~~for the appointments of the initial Commissioners on the Environmental Sustainability Commission only,~~ the City Council ~~initially~~ ~~at its discretion will appoint~~ appointed two (2) Commissioners for a two-year term and three (3) Commissioners for a four-year term. ~~After the expiration of the initial two-year and four-year terms, the terms will be four years~~

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Following the initial two- or four-year terms, all adult members shall serve a four-year term or the remainder of a vacated term ending on December 31 of the term appointment. ~~for all Commissioners.~~

Youth Member Term

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Youth Commissioner's shall serve a one-year term or part of a vacated term that ends on or before August 31 each year. A youth member term shall be September 1 through August 31 of the following year.

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~~2.~~

4. Attendance. If a member of the Environmental Sustainability Commission fails to attend ~~two (2)three (3)~~ regular meetings in any calendar year, ~~his or her their position appointment~~ on the Environmental Sustainability Commission shall automatically become vacant and the staff liaison ~~shall so~~ shall inform the City Clerk. Absences may not be excused, subject to Section 54 below.

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4.1 Duty to Inform Absence. For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.

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4.2 Reapplication due to vacancy. Any appointed Commission member that is automatically vacated from a seat due to absences may not reapply to the Commission for at least a minimum of six months after their departure.

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~~3.~~

3.1 Teleconferencing. ~~If a member of the Environmental Sustainability Commission chooses to participate remotely via teleconferencing, the member must abide by either: 1) teleconferencing rules under the Brown Act, or 2) use a justified excuse under AB 2449. If the member chooses to remotely participate under AB 2449, the member may only do so for two (2) regular meetings.~~

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5. Leave of Absence. An Environmental Sustainability Commission member may submit a written request to the City Council for a leave of absence of up to six months, which may be approved in its discretion.

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~~4.~~

6. AB 1234 Training and Form 700 Completion. If a member of the Environmental Sustainability Commission who is required to complete AB 1234 training (State Mandated Ethics Training) and/or is required to complete form 700 (Statement of Economic Interest), does not do so in a timely manner,

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the City Clerk's Office will send two written notices at least 10 days apart to the member. If the member does not complete the required training and/or form and provide proof of compliance to the City Clerk's Office, within 30 days of receiving the second written notice, his or her appointment will automatically terminate.

D. QUORUM

A quorum of the Environmental Sustainability Commission shall consist of a majority of the appointed active members ~~(including any vacancies)~~. A quorum must be present in order for the Environmental Sustainability Commission to ~~hold~~ conduct a meeting.

E. APPOINTMENT OF OFFICERS

1. The officers of the Environmental Sustainability Commission shall be:
 - 1.1. The Chairperson and
 - 1.2. The Vice-Chairperson.
2. The Chairperson shall:
 - 2.1. Preside at all regular and special meetings.
 - 2.2. Rule on all points of order and procedure during the meetings.
3. The Vice Chairperson shall assume all duties of the Chairperson in ~~his or her~~ their absence or disability. ~~The Vice Chairperson shall chair the Commission's ad hoc subcommittee to review proposed park and recreation facility names prior to review by the Commission.~~
4. In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present prior to the Call to Order.
5. The officers will be selected and appointed by the membership for a one-year term. The annual appointment of members shall take place at the last regular meeting in June December of each year.
6. Terms of Appointed Officers shall:
 - 6.1. Commence on July January 1 of the calendar year following the election and continue through June 30 December 31 of the following calendar year.

F. DUTIES OF THE COMMISSION

1. Develop an annual work plan and presentation to the City Council.
2. Review and update from time to time, as necessary the Sustainability Action Plan.
3. Develop and recommend to the City Council policies and plans to provide ~~for~~ and advocate for environmental protection within the City of Tracy
4. Develop and recommend to the City Council policies and plans for environmental awareness in cooperation with other public and private agencies.
5. Provide recommendations to the City Council on such matters that may be

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referred to the Commission by City Council.

~~5.~~
G. APPOINTMENT OF OFFICERS

~~The officers will be selected by the membership for a one year term. The annual appointment of members shall take place at the last regular meeting in June of each year. The terms of members shall commence as of July 1st following the election and shall continue through June 30th of the following year. In the first year of formation, the election of officers shall take place at the first regular meeting.~~

H.G. MEETINGS

1. Regular meetings of the Environmental Sustainability Commission shall be held on the 4th Thursday of each month and shall begin at ~~7~~6:00 p.m.

~~2. If the scheduled date of a regular meeting conflicts with a holiday period, staff shall reschedule that meeting to be conducted within that month.~~

2. In November or December each year, the Commission shall determine the following year's meeting schedule and set those dates by motion and majority of the quorum.

3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Environmental Sustainability Commission, by a majority of the quorum.

3.1 If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the ~~et~~otion for adjournment or continuance.

3.4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.

5. All meetings shall be conducted in accordance with City Council's Meeting Protocols and Rules of Procedures, section 5 Conduct of Meetings, which may be amended from time to time.

~~4.~~
H.H. FUNDING

Any funding necessary for the operation of the Environmental Sustainability Commission shall be included in the City of Tracy fiscal year budget, which shall be approved by the City Council.

J.I. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Commissions shall follow all applicable City administrative policies and procedures.

K.J. SUBCOMMITTEES

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The Environmental Sustainability Commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of Commission members may not be appointed to serve on a single subcommittee. Before forming a subcommittee, the Environmental Sustainability Commission shall establish a specific charge and term for the subcommittee and shall be formed by a majority of the quorum.

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K. STAFF LIAISON

The Environmental Sustainability Commission shall have a a-staff staff liaison designated by the relevant City relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Commission in support of, or in opposition to, any question before the Commission.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and electronically distribute agendas and agenda packets to the Commissioners and make available electronically and by hard copy to the public.

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L. ADOPTION

This document, as adopted by City Council, on March 7, 202 3, 2026, by Resolution 20263-XX, and shall serve as the amended Bylaws for the Environmental Sustainability Commission.

M.

**BYLAWS OF
THE ENVIRONMENTAL SUSTAINABILITY COMMISSION
CITY OF TRACY, CALIFORNIA**

WHEREAS, the City Council has established an Environmental Sustainability Commission for the purpose of advising the Council on the issues related to the sustainability, environmental stewardship, and opportunities for advancement on those fronts; and

WHEREAS, the Environmental Sustainability Commission is advisory to the City Council.

NOW, THEREFORE, these Bylaws govern the conduct of the meetings and the transaction of its affairs.

A. PURPOSE

1. The purpose of the Commission is to develop comprehensive, integrated environmental policies for implementation by the City to protect and enhance the City's air, water, and land.
2. The Commission is limited to performing tasks enumerated in its enabling Resolution No. 2023-068, these bylaws, and otherwise delegated to it by City Council. The Commission is responsible to the City Council and is charged with:
 - 2.1. Acting as an advocate for protecting, preserving, and enhancing the environment as it relates to issues under consideration by the City Council and other City Council created Commissions and Committees.
 - 2.2. Serving in an advisory role to the City Council and all City-formed Boards, Commissions, and Committees, as may be requested from time to time, on environmental and sustainability policy issues. The Commission may recommend new ordinances, amendments to existing ordinances, and other actions it deems appropriate.
 - 2.3. Providing a means for promoting discussion and education on issues related to the environment and sustainability.
 - 2.4. Preparing an annual report to be presented to the City Council no later than June 30 each year which includes, but is not limited to these items:
 - Climate, Air and Energy;
 - Stormwater;
 - Urban Forest and Biodiversity;
 - Consumption and Waste; including Recycling;
 - Water and Conservation Resource; and
 - Protection and Preservation

B. ROLES AND RESPONSIBILITIES

The role of the Environmental Sustainability Commission is to provide citizen, youth, and community perspective and input on the development on emerging policy issues related to environmental sustainability, updates to the Climate Action Plan, and receive periodic progress reports from staff on meeting goals identified in such plans and reports.

C. MEMBERSHIP GUIDELINES

1. Membership. The Environmental Sustainability Commission shall consist of seven (7) City Council appointed members. The composition of the Commission will include five (5) adult residents, and two (2) youth residents (ages 14 to 19) with desirable background and expertise in specified areas of environmental sustainability practices, such as water, wastewater, solid waste, climate action, landscape/urban forest, and/or sustainable energy.

1.1 No member may serve on more than one City Council formed or led commission or committee at one time.

2. Appointment of Members. Membership of the Environmental Sustainability Commission will be conducted in accordance with the process set forth by the City Council under Resolution No. 2021- 200, or any subsequent Resolutions.

Adult Membership Appointment

The five (5) adult members will be appointed by City Council for a full or partial four-year term. If appointed due to a vacated seat, the appointed member will serve the remainder of the term of that vacated seat.

Youth Membership Appointment

The two (2) youth members will be selected by an interview panel consisting of three (3) adults who will make a recommendation to the City Council for appointment. City Council will appoint the youth member for a full or partial one (1) year term. If appointed due to a vacated seat, the appointed youth will serve the remainder of the vacated youth seat.

In compliance with the City of Tracy's Youth Advisory Committee recruitment process, the interview panel will consist of:

- ESC City staff liaison; and
- One Youth Advisory Committee advisor; and
- One Environmental Sustainability Commission officer (should no officer be available, one additional staff member from the City will be assigned to the panel)

3. Term of Members.

Adult Member Term

To provide for Commissioner's terms to expire in a staggered manner, the City

Council initially appointed two (2) Commissioners for a two-year term and three (3) Commissioners for a four-year term.

Following the initial two- or four-year terms, all adult members shall serve a four-year term or the remainder of a vacated term ending on December 31 of the term appointment.

Youth Member Term

Youth Commissioner's shall serve a one-year term or part of a vacated term that ends on or before August 31 each calendar year. A youth member term shall be September 1 through August 31 of the following year.

4. **Attendance.** If a member of the Environmental Sustainability Commission fails to attend three (3) regular meetings in any calendar year, their appointment on the Environmental Sustainability Commission shall automatically become vacant and the staff liaison shall inform the City Clerk. Absences may not be excused, subject to Section 5 below.

- 4.1 **Duty to Inform Absence.** For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.

- 4.2 **Reapplication due to vacancy.** Any appointed Commission member that is automatically vacated from a seat due to absences may not reapply to the Commission for at least a minimum of six months after their departure.

5. **Leave of Absence.** An Environmental Sustainability Commission member may submit a written request to the City Council for a leave of absence of up to six months, which may be approved in its discretion.

6. **AB 1234 Training and Form 700 Completion.** If a member of the Environmental Sustainability Commission who is required to complete AB 1234 training (State Mandated Ethics Training) and/or is required to complete form 700 (Statement of Economic Interest), does not do so in a timely manner, the City Clerk's Office will send two written notices at least 10 days apart to the member. If the member does not complete the required training and/or form and provide proof of compliance to the City Clerk's Office, within 30 days of receiving the second written notice, his or her appointment will automatically terminate.

D. QUORUM

A quorum of the Environmental Sustainability Commission shall consist of a majority of the appointed active members. A quorum must be present in order for the Environmental Sustainability Commission to conduct a meeting.

E. APPOINTMENT OF OFFICERS

1. The officers of the Environmental Sustainability Commission shall be:
 - 1.1. The Chairperson and
 - 1.2. The Vice-Chairperson.
2. The Chairperson shall:
 - 2.1. Preside at all regular and special meetings.
 - 2.2. Rule on all points of order and procedure during the meetings.
3. The Vice Chairperson shall assume all duties of the Chairperson in their absence or disability.
4. In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present prior to the Call to Order.
5. The officers will be selected and appointed by the membership for a one-year term. The annual appointment of members shall take place at the last regular meeting in December of each year.
6. Terms of Appointed Officers shall:
 - 6.1. Commence on January 1 of the calendar year following the election and continue through December 31.

F. DUTIES OF THE COMMISSION

1. Develop an annual work plan and presentation to the City Council.
2. Review and update from time to time, as necessary the Sustainability Action Plan.
3. Develop and recommend to the City Council policies and plans to provide and advocate for environmental protection within the City of Tracy
4. Develop and recommend to the City Council policies and plans for environmental awareness in cooperation with other public and private agencies.
5. Provide recommendations to the City Council on such matters that may be referred to the Commission by City Council.

G. MEETINGS

1. Regular meetings of the Environmental Sustainability Commission shall be held on the 4th Thursday of each month and shall begin at 6:00 p.m.
2. In November or December each year, the Commission shall determine the following year's meeting schedule and set those dates by motion and majority of the quorum.
3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Environmental Sustainability Commission, by a majority of the quorum.
 - 3.1 If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the motion for adjournment or continuance.

4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.
5. All meetings shall be conducted in accordance with City Council's Meeting Protocols and Rules of Procedures, section 5 Conduct of Meetings, which may be amended from time to time.

H. FUNDING

Any funding necessary for the operation of the Environmental Sustainability Commission shall be included in the City of Tracy fiscal year budget, which shall be approved by the City Council.

I. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Commissions shall follow all applicable City administrative policies and procedures.

J. SUBCOMMITTEES

The Environmental Sustainability Commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of Commission members may not be appointed to serve on a single subcommittee. Before forming a subcommittee, the Environmental Sustainability Commission shall establish a specific charge and term for the subcommittee and shall be formed by a majority of the quorum.

K. STAFF LIAISON

The Environmental Sustainability Commission shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Commission in support of, or in opposition to, any question before the Commission.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and electronically distribute agendas and agenda packets to the Commissioners and make available electronically and by hard copy to the public.

L. ADOPTION

This document, as adopted by City Council, on _____, 2026, by Resolution 2026 - , and shall serve as the amended Bylaws for the Environmental Sustainability Commission.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026- _____

APPROVING AMENDMENT NO. 1 TO THE ENVIRONMENTAL SUSTAINABILITY COMMISSION BYLAWS AS RECOMMENDED BY THE ENVIRONMENTAL SUSTAINABILITY COMMISSION

WHEREAS, under Resolution No. 2023-068, the Environmental Sustainability Commission Bylaws were formed; and

WHEREAS, staff and Commissioners identified that the existing Bylaws contained grammatical errors, inconsistent language with other Council-formed Commissions, and needed clarification of meaning on certain sections; and

WHEREAS, on November 17, 2025, the Environmental Sustainability Commission held a regular scheduled meeting with an agendized item to review, discuss, and approve various amendments to the existing bylaws; and

WHEREAS, Commissioners approved by motion the agendized edits for grammatical errors, inconsistent language, and clarifying statements (attached in red line), and moved to continue the item to the following meeting; and

WHEREAS, on December 9, 2025, the Environmental Sustainability Commission held a regular scheduled meeting where an agendized item, Amendment No. 1 to the Environmental Sustainability Commission Bylaws, carried over from the previous meeting, was discussed, motioned, and approved; and

WHEREAS, on December 9, 2025, during the same agendized item, the Environmental Sustainability Commission motioned and passed a recommendation for City Council to approve Amendment No. 1 to the Environmental Sustainability Commission Bylaws; and now, therefore, be it

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

RESOLVED: That the City Council of the City of Tracy hereby adopts a resolution approving Amendment No. 1 to the Environmental Sustainability Commission Bylaws.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January 2026, 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

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution accepting the City of Tracy's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2025.

EXECUTIVE SUMMARY

The City of Tracy's (City) auditor, The Pun Group, has completed the review of the City's annual financial statements for the fiscal year ending June 30, 2025. The audited financial statements are incorporated into an Annual Comprehensive Financial Report (ACFR). The auditors have issued an unmodified ("clean") audit opinion. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. These standards require that the City's auditors plan and perform the audits to obtain reasonable assurance as to whether the financial statements are free of material misstatement.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council, on January 19, 2021, authorized the appointment of The Pun Group as the City's Auditor for fiscal years 2020-2021 through 2022-2023. Based on satisfactory performance, their contract was extended for three additional years through fiscal year 2025-2026. The City is required to have an independent audit of its financial records conducted on an annual basis. The auditors have completed their review of the June 30, 2025, financial statements and have issued an unmodified opinion stating that the "financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The audited financial statements are incorporated into an Annual Comprehensive Financial Report, which provides additional analytical and statistical information to fully describe the City's financial condition. The ACFR is submitted to the Government Financial Officers Association of the United States and Canada (GFOA) for consideration of Award of the Certificate of Achievement for Excellence in Financial Reporting. The City has received this award for 37 consecutive years.

At June 30, 2025, the City's governmental funds reported combined fund balances of \$561.3 million, which is an increase of \$43.1 million or 8.3%, from \$518.2 million at June 30, 2024. Total governmental funds revenues increased by \$29.4 million or 11.7%, from \$250.4 million at June 30, 2024, to \$279.7 million at June 30, 2025. Of this

total, \$184.1 million was in the General Fund. Total governmental funds expenditures increased by \$65.7 million or 37.9%, from \$173.2 million at June 30, 2024, to \$238.9 million at June 30, 2025. Of this total, \$138.2 million was in the General Fund. Expenditures increased due to the hiring of additional staff, MOU increases, retiree medical and transfers out for capital projects.

	FY 2025	FY 2024	Difference
	(in thousands of dollars)		
Governmental Fund Balance	\$ 561,274	\$ 518,163	\$ 43,111
Total Citywide Revenues	\$ 417,644	\$ 357,548	\$ 60,096
Total Citywide Expenditures	\$ 293,218	\$ 266,661	\$ 26,557

At June 30, 2025, the General Fund balance of \$76.1 million was comprised of \$10.5 million restricted funds, which are funds that are restricted for specific purposes or through adoption of a resolution by City Council. \$21.2 million committed funds for the City's 17% Contingency/Emergency reserve, and \$26.4 million in assigned funds, with \$16.2 million of the assigned funds for the City's 13% Economic/Budget stability. Assigned funds are amounts that are intended to be used by the City for specific purposes, such as retiree medical, PERS UAL and the City's Economic/Budget stability reserve. There were \$5.0 million in unassigned funds and \$13.0 million in non-spendable funds at June 30, 2025. Non spendable funds are amounts that are legally or contractually required to be maintained intact. Fund balances have been classified in accordance with generally accepted accounting principles. While amounts have been categorized as unassigned, they may be informally earmarked by the City Council for specific purposes.

(in thousands)	Fiscal Year				
	2025	2024	2023	2022	2021
General Fund:					
Non-spendable	\$ 13,064	\$ 5,989	\$ 5,535	\$ -	\$ 40
Restricted	10,466	9,433	3,596	3,175	2,348
Committed	21,189	19,919	16,489	14,505	16,401
Assigned	26,389	15,897	12,952	11,435	11,277
Unassigned	4,960	4,017	1,857	7,762	3,964
Total General Fund	\$ 76,068	\$ 55,255	\$ 40,429	\$ 36,877	\$ 34,030

Fiscal Year 2024-2025 was the ninth year of "Measure V" collection; a voter approved additional half cent sales tax approved in the November 2016 elections. The amount of Measure V tax proceeds received and recorded during fiscal year 2024-2025 was \$11.9 million. The City Council has committed Measure V funds toward the development of a new aquatic center and multi-generational community gymnasium center (The TRAC), improvements at Legacy Fields Sports Complex, a nature park, and Ritter Family Ball Park.

The Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025, can be found on the City of Tracy's website. [Annual Comprehensive Financial Report](#)

STRATEGIC PLAN

This agenda item addresses the City's Government Accountability strategic priority, goal 3 – maintain fiscal responsibility.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution accepting the City of Tracy's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2025.

Prepared by: Sara Castro, Director of Finance

Reviewed by: Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025.

WHEREAS, the financial statements of the City of Tracy (City) for the fiscal year ended June 30, 2025, have been prepared by the City's Finance Department, and

WHEREAS, the annual financial statements were examined by the independent public accounting firm of The Pun Group, and

WHEREAS, the City prepared the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025 and the auditor's opinion is included therein, and

WHEREAS, in the auditor's opinion these financial statements present fairly the financial position of the City as of June 30, 2025, and were prepared in accordance with accounting principles generally accepted in the United States of America, and

RESOLVED: That the City Council of the City of Tracy does hereby accept the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025.

* * * * *

The foregoing Resolution 2025-____ was adopted by the Tracy City Council on the 20th day of January, 2026 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

January 20, 2026

Agenda Item 1.F

REQUEST

Staff recommends that the Tracy City Council consider and adopt the Ordinance entitled “An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues).”

EXECUTIVE SUMMARY

Surland Communities, LLC is the master developer of the residential development project known as The Avenues (“Master Developer”), and Woodside 05N, LP, a California limited partnership (“Builder”), is the home builder and owner of the lots in The Avenues. The Avenues is part of the Ellis Specific Plan Area. The Builder intends to construct 471 residential units (“Project”).

On November 4, 2025, in response to a petition from the Builder, the Council adopted resolutions pursuant to the Mello-Roos Act Community Facilities Act of 1982 (the “Mello-Roos Act”), declaring its intent to form Community Facilities District No. 2025-1 (The Avenues) (the “CFD”) to finance public infrastructure and public services and to issue bonded indebtedness and other debt for the CFD.

On December 16, 2025, the Council (1) held public hearings on establishing the CFD, levying special taxes in the CFD and issuing bonded indebtedness and other debt for the CFD, (2) formed the CFD and declared the necessity to incur bonds and other debt, (3) approved an Acquisition Agreement, (4) conducted a landowner election and directed related actions and (5) introduced an ordinance levying special taxes in the CFD.

California law requires the ordinance levying special taxes in the CFD to be adopted at a second meeting at least 5 days after its introduction.

This is the final step in the formation of the CFD.

BACKGROUND AND LEGISLATIVE HISTORY

BRIEF PROJECT HISTORY

The land proposed to be included in the CFD is located in the Ellis Specific Plan Area.

The Master Developer is the master developer of the Project, and the Builder is the home builder and owner of the lots in The Avenues. The Avenues is part of the Ellis Specific Plan Area. The Builder expects to construct 471 residential units.

ANALYSIS

CFD FORMATION PROCESS

On November 4, 2025, pursuant to the Mello-Roos Act, Council adopted two resolutions of intention in which it, among other things:

1. declared the intent to establish the CFD and to levy a “Facilities Special Tax” to finance certain capital facilities, primarily public infrastructure (“Facilities”) and a “Services Special Tax” to finance the costs of operating and maintaining the Facilities (“Services”);
2. declared the intent to incur bonded indebtedness for the CFD in an amount not to exceed \$60,000,000 and other debt (as defined in the Mello-Roos Act); and
3. set a Public Hearing date of December 16, 2025 to consider questions of establishing the CFD, levying the Facilities Special Tax and the Services Special Tax and issuing bonded indebtedness and other debt.

On December 16, 2025, Council took the following actions:

1. **Public Hearings**. Conducted public hearings to consider questions of: (1) establishing the CFD and levying the Facilities Special Tax and the Services Special Tax in the CFD and (2) issuing bonded indebtedness and other debt of the City on behalf of the CFD.
2. **Resolution of Formation; Resolution Determining Necessity to Incur Debt**. Adopted a resolution establishing the CFD (including approving the Facilities and Services eligible to be financed by the CFD and the rate and method of apportionment of the Facilities Special Tax and the Services Special Tax) and a resolution declaring the necessity to incur debt for the CFD (including bonded indebtedness in the amount of \$60,000,000).
3. **Election and Related Actions**. Adopted a resolution calling an election in the CFD, conducted a mail ballot election where more than two-thirds of the votes were in favor of the ballot measure, and adopted a resolution declaring the results of the election.
4. **Ordinance Introduction**. Introduced an ordinance levying the special taxes in the CFD. The Mello-Roos Act requires special taxes to be levied by ordinance.

Tonight, Council is being asked to adopt the ordinance that was introduced on December 16, 2025.

Next Steps after Tonight's Meeting

Following adoption of the ordinance, the City will levy the Facilities Special Tax and the Services Special Tax in the CFD in accordance with the rate and method of apportionment of special tax.

At such time as the City and the Master Developer are ready to issue bonds to pay for authorized Facilities, staff will return for approval of bonds and related documents.

STRATEGIC PLAN

This action to form a community facilities district to finance the Facilities is not related to any of Council's strategic plans. This action to form a community facilities district to finance the Services for the Project supports goal 2 of the Strategic Plan: "Ensure continued fiscal sustainability through financial and budgetary stewardship."

FISCAL IMPACT

There is no cost to the General Fund associated with this request. The costs of forming the CFD are being paid by the Developer.

Bonds and other debt issued by the City for the CFD will be paid only by Facilities Special Taxes.

RECOMMENDATION

That Council consider and adopt the Ordinance entitled "An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues)."

Prepared by: Sara Castro, Director of Finance

Reviewed by: L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A: Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY LEVYING
SPECIAL TAXES WITHIN CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO.
2025-1 (THE AVENUES)**

WHEREAS, on November 4, 2025, this City Council (the "City Council") of the City of Tracy (the "City"), adopted a resolution entitled "Resolution Declaring the Intention to Establish City of Tracy Community Facilities District No. 2025-1 (The Avenues) and Approving Related Documents and Actions" stating its intention to establish "City of Tracy Community Facilities District No. 2025-1 (The Avenues)" (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), to finance the acquisition and construction of certain facilities;

WHEREAS, on November 4, 2025, this City Council also adopted a resolution entitled "Resolution of Intention to Incur Bonded Indebtedness and Other Debt for City of Tracy Community Facilities District No. 2025-1 (The Avenues)" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness and other debt (as defined in the Act) within the boundaries of the CFD for the purpose of financing the costs of certain facilities specified in the Resolution of Intention;

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD, to provide for certain facilities and services, to incur bonded indebtedness for the CFD in an amount not to exceed \$60,000,000 and to incur other debt;

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the facilities and the services and (ii) the issuance of not to exceed \$60,000,000 of bonded indebtedness for the CFD as well as other debt;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled "Resolution Forming City of Tracy Community Facilities District No. 2025-1 (The Avenues) and Approving Related Documents and Actions" (the "Resolution of Formation"), "Resolution Determining the Necessity to Incur Bonded Indebtedness and Other Debt for City of Tracy Community Facilities District No. 2025-1 (The Avenues)" (the "Resolution of Necessity") and "Resolution Calling Special Election for City of Tracy Community Facilities District No. 2025-1 (The Avenues)", which resolutions defined the public facilities to be financed by the CFD (the "Facilities"), the public services to be financed by the CFD (the "Services"), established the CFD, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness and other debt in the CFD and called an election within the CFD on the propositions of incurring indebtedness and other debt, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on December 16, 2025 a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRACY, as follows:

Section 1. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2026-27 and in each fiscal year thereafter for the period and for the purposes provided in the Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Except as provided in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In addition, certain other properties shall be exempt to the extent set forth in the Rate and Method. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds and other debt, the replenishment of the reserve fund for the bonds or other debt, the payment of the costs of the Facilities and the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of San Joaquin.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

The foregoing Ordinance was adopted by the Tracy City Council on January 20, 2026, 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

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements.

BACKGROUND AND LEGISLATIVE HISTORY

At its December 16, 2025, regular meeting, the City Council unanimously approved the introduction of an 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 December 16, 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

Staff recommends that the City Council adopt an Ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements.

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

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE ORDINANCE IS NOT A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE CEQA GUIDELINES BECAUSE IT HAS NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, EITHER DIRECTLY OR ULTIMATELY. IN THE EVENT THAT THE ORDINANCE IS FOUND TO BE A PROJECT UNDER CEQA, IT IS SUBJECT TO THE CEQA EXEMPTION CONTAINED IN CEQA GUIDELINES SECTION 15061(B)(3) BECAUSE IT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY OF A SIGNIFICANT EFFECT ON THE ENVIRONMENT; AND 2) APPROVING AN AMENDMENT TO ARTICLE 5 – USE GROUPS FOR ALL ZONES, ARTICLE 18 - CENTRAL BUSINESS DISTRICT ZONE, AND ARTICLE 26 – OFF-STREET PARKING REQUIREMENTS, OF CHAPTER 10.08, ZONING REGULATIONS, OF TITLE 10, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE, TO AMEND THE CENTRAL BUSINESS DISTRICT ZONE TO ALLOW USE GROUP 33 AS A PERMITTED USE, ESTABLISH A BUILDING HEIGHT LIMIT, ADD LANGUAGE REGARDING THE MINISTERIAL REVIEW PROCESS, AND ELIMINATE PARKING REQUIREMENTS.

WHEREAS, pursuant to Section 10.08.3470(c) of the Tracy Municipal Code, buildings enlarged, reconstructed, remodeled or structurally altered in the CBD zone shall either provide parking, or pay an in-lieu fee as set by Council resolution for the purpose of providing parking in the CBD zone; and

WHEREAS, on October 6, 2015, City Council adopted Resolution No. 2015-168, which approved a reduction of the CBD Zone parking in-lieu fee to \$0 as a five-year pilot program with an ending date of October 6, 2020, and a check-in point with City Council at three years to gauge its effect on the Downtown and provide an opportunity to reexamine the fee amount in the future; and

WHEREAS, the five-year pilot program applied to all buildings in the CBD Zone, including new buildings, modifications to existing buildings, and tenant changes; and

WHEREAS, on July 16, 2019, Tracy City Council approved a five-year extension to the CBD Zone Parking In-Lieu Fee Pilot Program, which revised the ending date of

the program to October 6, 2025, and amended Resolution No. 2015-168 to be consistent with the approval; and

WHEREAS, article 18, Central Business District (CBD) Zone, of Chapter 10.08 of the Tracy Municipal Code establishes the permitted uses, conditionally permitted uses, and development standards of the CBD Zone; and

WHEREAS, the CBD Zone, of Chapter 10.08 of the Tracy Municipal Code, was last amended by Ordinance No. 1282, effective January 21, 2020, to permit high density residential uses; and

WHEREAS, on October 1, 2024, Tracy City Council approved the Downtown Vision Plan; and

WHEREAS, the Downtown Vision Plan strategy includes amending the Central Business District zoning standards separately from the Downtown Vision Plan; and

WHEREAS, updates to the Central Business District Zoning Standards were determined to be the most direct and effective response to priorities expressed by community and business leaders for downtown revitalization, as identified in the October 1, 2024 City Council meeting; and

WHEREAS, the desired updates to the Central Business District Zoning Standards included establishing a streamlined development review process to spur economic growth, provide consistent guidance on parking standards, establish maximum building heights, update the allowed uses in Downtown, and effectively integrate housing and mixed uses; and

WHEREAS, City Council directed staff to bring the updated CBD zoning standards to Planning Commission and City Council for consideration in 2025; and

WHEREAS, staff is proposing amendments to the CBD zoning standards to implement the Downtown Vision Plan, satisfy community input, and comply with City Council direction; and

WHEREAS, the proposed amendments include the addition of a new specified regulation stating that the CBD Zone is to provide effective integration of residential and commercial mixed uses for the City; and

WHEREAS, the proposed amendments include the addition of Use Group 33, Specialized recreational and institutional uses in dance, athletics, arts, and self-defense, as a permitted use without conditional approval; and

WHEREAS, the proposed amendments include a revision to the height requirement, establishing a new maximum height limit of 50 feet, or 4 floors, whichever is less; and

WHEREAS, the proposed amendments include a revision to the existing parking standards to establish a no minimum parking standard in addition to an exemption from Article 26, Off-Street Parking Requirements; and

WHEREAS, the proposed amendments include the addition of new language regarding a ministerial streamlined review pathway for qualifying residential projects, established in Chapter 10.10, Housing Regulations; and

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

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025, and recommended that the City Council adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on December 16, 2025; and

WHEREAS, the proposed revisions to the Tracy Municipal Code are in track changes or with ~~deletions stricken~~ and **additions in bold and underline** in the below referenced Exhibits.

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

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Amendment to Tracy Municipal Code, Title 10, Chapter 10.08, Article 5. The City Council hereby approves the zoning text amendment to Article 5 – Use Groups for All Zones, as attached to this Ordinance as Exhibit “A” and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 4. Amendment to Tracy Municipal Code Title 10, Chapter 10.08, Article 18. The City Council hereby approves the zoning text amendment to Article 18 – Central Business District Zone (CBD), as attached to this Ordinance as Exhibit “B” and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 5. Amendment to Tracy Municipal Code, Title 10, Chapter 10.08, Article 26. The City Council hereby approves the zoning text amendment to Article 26 – Off-Street Parking Requirements, as attached to this Ordinance as Exhibit “C” and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 9. Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 10. Publication 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 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 12. Typographical or Clerical (Scrivener’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

Ordinance _____

Page 5

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 16th day of December, 2025, and finally adopted on the 20th day of January 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DAN ARRIOLA
Mayor of the City of Tracy

ATTEST: _____

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

Date of Attestation: _____

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code, to establish speed limits on specific street segments in accordance with the California Vehicle Code.

BACKGROUND AND LEGISLATIVE HISTORY

At its December 16, 2025, regular meeting, the City Council unanimously approved the introduction of an 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 December 16, 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

Staff recommends that the City Council adopt an Ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code, to establish speed limits on specific street segments in accordance with the California Vehicle Code.

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

TRACY CITY COUNCIL

ORDINANCE NO. _____

WAIVE THE FIRST READING BY SUBSTITUTION OF TITLE AND INTRODUCE AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12 OF THE TRACY MUNICIPAL CODE, TO ESTABLISH SPEED LIMITS ON SPECIFIC STREET SEGMENTS IN ACCORDANCE WITH THE CALIFORNIA VEHICLE CODE.

WHEREAS, the City Council introduced an ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code (TMC) to establish speed limits on designated street segments, in accordance with the California Vehicle Code (CVC); and

WHEREAS, to allow the Police Department to enforce posted traffic speeds using radar equipment, speed limits must be established in accordance with the California Vehicle Code (CVC). Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) which sets speed zones on various streets within the City. Speed limits are determined based on Engineering and Traffic Surveys, in accordance with the requirements of the CVC and the applicable traffic engineering standards; and

WHEREAS, the CVC mandates that these surveys be conducted at least once every five years to establish posted speed limits. To comply with this CVC requirement, staff recently completed Engineering and Traffic Surveys to update speed limits on forty-three (43) segments of arterial and collector streets. These updates align with the CVC and the California Manual on Uniform Traffic Control Devices (CMUTCD); and

WHEREAS, Staff recently collaborated with Advanced Mobility Group (Consultant) to complete the required Engineering and Traffic Surveys, attached as Exhibit 1. These surveys were conducted to update speed limits on forty-three (43) arterial and collector street segments in accordance with the CVC and CAMUTCD; and

WHEREAS, the survey results support introducing an ordinance to amend the special speed zones outlined in Section 3.08.580 of the TMC; and

WHEREAS, this update to the TMC will establish radar-enforceable speed limit zones for the following arterial and collector streets: Central Avenue, Chrisman Road, Corral Hollow Road, Crossroad Drive, Cypress Drive, Eleventh Street, Fabian Road,

Kavanagh Avenue, Lammers Road, Lauriana Lane, Linne Road, MacArthur Drive, Mount Diablo Avenue, Naglee Road, Orchard Parkway, Pescadero Avenue, Schulte Road, Starflower Drive, Sycamore Parkway, Tennis Lane, Tracy Boulevard, Western Pacific Way, Whispering Drive, and Hansen Road; and

WHEREAS, the results of the Engineering and Traffic Survey recommend that the existing posted speed limits for thirty-eight (38) road segments will not be changed in the field or in the TMC, and that the existing posted speed limit for four (4) road segments will be changed to the new recommended speed limit; and

WHEREAS, of the four (4) street segments with newly recommended speed limits, two (2) require updates both in the field and in Section 3.08.580 of the TMC. One (1) segment requires an update only in the field, as the TMC already reflects the correct speed limit. The remaining one (1) segment must be added as a new subsection in the TMC, as it is not currently included; and

WHEREAS, while reviewing all forty-three (43) segments in the TMC, staff identified speed limits for two (2) road segments that have not been updated in the past. Staff requests that the current posted speed limits for these two (2) road segments be updated in the TMC. The recommended speed limits and the existing posted speeds are the same; therefore, only the updates in the TMC are necessary; and

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

SECTION 1: Amended Section. Article 12, Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to change the previously established Declared Prima Facie Speed Limit (Miles per Hour) for the below-described street segments:

Table 1:

Speed Limits to be updated in the field and in the TMC (miles/hour)					
Street Name	Segment	Existing Posted Speed Limit in Field	Recommended Speed Limit	Current Listed Speed Limit in TMC	New Speed Limit to be updated in TMC/Field
MacArthur Drive	Fair Oaks Drive - Valpico Road	45	40	45	40
MacArthur Drive	South City Limits- Fair Oaks Drive	40	35	40	35
Speed Limit to be updated in the field					
Corral Hollow Road	Parkside Drive- Schulte Road	45	40	40	40
Speed Limit to be added as a new subsection in the TMC					
Linne Road	Corral Hollow Road – Chrisman Road	50	45	50	45

Table 2:

Speed Limit to be updated only in the TMC (miles/hour)					
Street Name	Segment	Existing Posted Speed Limit in the Field	Recommended Speed Limit	Current Listed Speed Limit in TMC	New Speed Limit to be Updated in TMC
Cypress Drive	Hickory Avenue - Corral Hollow Road	30	30	25	30
Hansen Road	Schulte Road - I-205 (City Limit)	45	45	50	45

SECTION 2: Remaining sections. Except as herein added or changed, the remaining sections of the Tracy Municipal Code, including the Declared Prima Facie Speed Limit (Miles per Hour) for the Portions of Streets not set forth above, shall remain in full force.

SECTION 3: Title, chapter, and section headings. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 4: Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: CEQA Determination. The proposed item is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301, which pertains to existing highways and streets. In accordance with CEQA Guidelines, no further environmental assessment is needed.

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 Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that one or more other sections, subsections, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 7: Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 8: Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 9: Codification. This Ordinance shall be codified in the Tracy.

* * * * *

The foregoing ordinance 2025-_____ was introduced at a regular meeting by the City Council on the 16th day of December 2025 by the following vote:

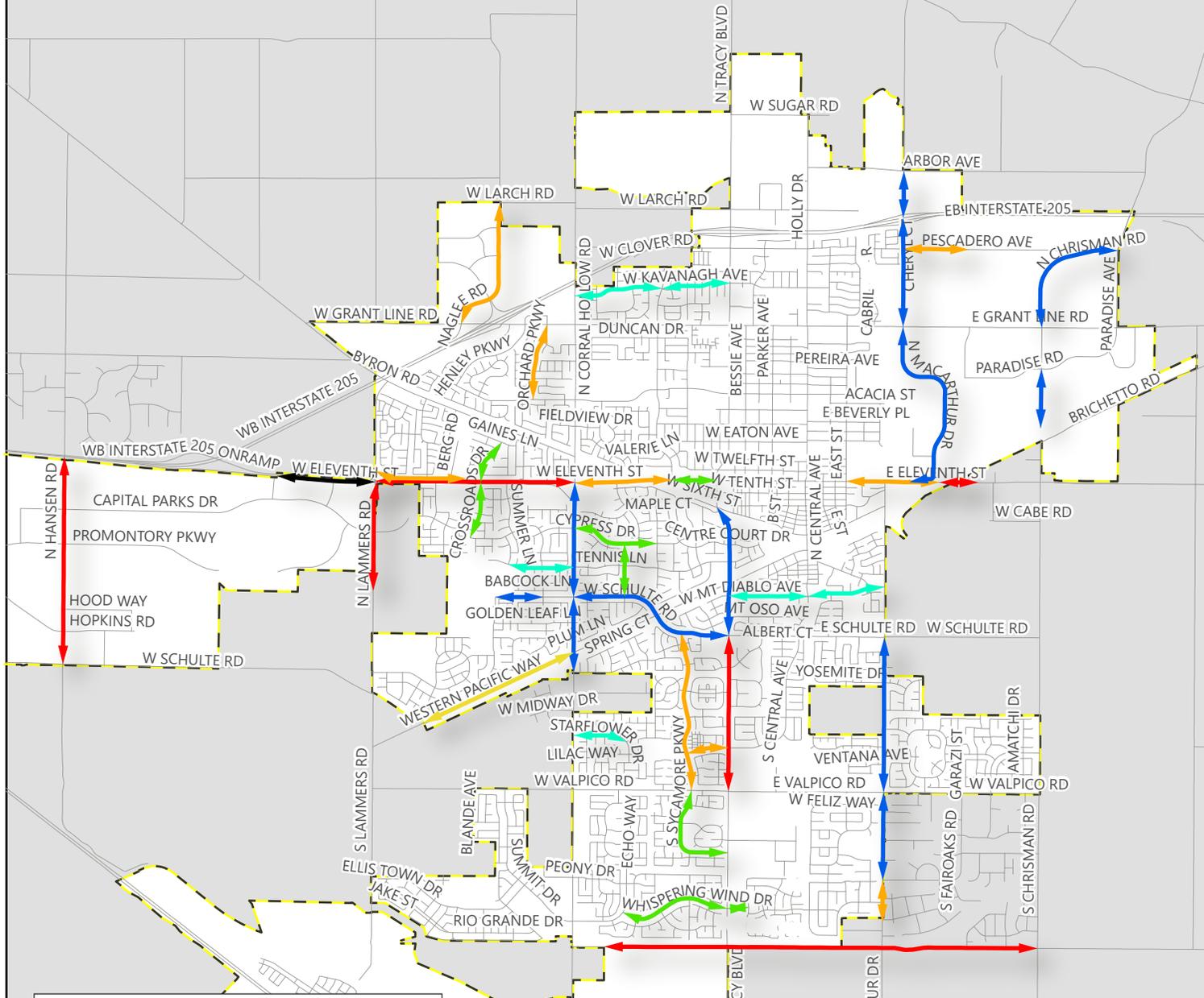
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

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 – Engineering and Traffic Survey Report



Proposed Speed Limits

-  25 mph
-  30 mph
-  35 mph
-  40 mph
-  45 mph
-  50 mph
-  55 mph



City of Tracy ETS 2025

11/7/25

Rdwy No.	Road Name	From	To	Existing Speed Limit (mph)	Determination of the Recommended Speed										Justification
					2025 ADT	Total Collisions 2020-2024	Length (ft)	Collision Rate	State Average Collision Rate	10 MPH Pace	Number in Pace	% in Pace	85TH %ile Speed	Recommended Speed (MPH)	
1	Central Avenue	Tracy Blvd	Sycamore Pkwy	35	2,228	1	1,426	0.91	1.00	28-37	102	85	36	35	Residential area and school
2	Corral Hollow Rd	Parkside Dr	Schulte Rd	45	14,939	8	2,534	0.61	1.00	39-48	94	78	46	40	Residential area & railroad crossing near the south end
3	Corral Hollow Rd	Schulte Rd	Eleventh Street	45	25,845	12	3,907	0.34	1.00	37-46	84	70	49	45	high collision rate and bicycle facilities
4	Crossroads Dr	Eleventh Street	Gaines Ln	25	860	0	1,637	0.00	1.12	21-30	97	81	31	25	Residential area and park
5	Crossroads Dr	Eleventh Street	Greystone Dr	30	4,423	0	1,637	0.00	1.00	29-38	84	70	40	30	bicycle facilities and Tracy Sports Complex
6	Cypress Dr	Hickory Ave	Corral Hollow Rd	30	2,699	0	3,010	0.00	1.12	27-36	89	74	39	30	bicycle facilities, Elementary School & park
7	Eleventh Street	Lammers Rd	West City Limit	55	23,905	7	3,326	0.25	1.12	46-55	97	81	54	55	CVC section 22358.6(a) to maintain existing posted speed
8	Eleventh Street	Lammers Rd	Corral Hollow Rd	45	27,302	3	6,758	0.05	1.00	46-55	112	93	55	45	bicycle facilities, Tracy Sports Complex & Plascencia Fields
9	Eleventh Street	Corral Hollow Rd	Lincoln Blvd	35	31,397	10	3,326	0.28	1.00	29-38	101	84	38	35	Commercial and residential area CVC section 22358.6 (c)
10	Eleventh Street	Lincoln Blvd	Tracy Blvd	30	30,944	2	1,531	0.12	1.27	32-41	98	82	39	30	commercial area with bicycle facilities
11	Eleventh Street	East Street	Beginning Of Bridge	35	22,527	6	2,218	0.35	1.27	29-38	77	64	43	35	commercial area and Tracy High School
12	Eleventh Street	Beginning Of Bridge	East City Limits	45	28,798	0	1,742	0.00	1.27	46-55	67	56	53	45	bicycle facilities and railroad crossing
13	Fabian Road	Lammers Rd	Mame Anderson Ln	35	799	0	3,221	0.00	1.12	29-38	71	59	39	35	Residential area, CVC section 22358.6 (c)
14	Kavanagh Ave	Corral Hollow Rd	Lincoln Blvd	25	4,006	4	3,010	0.96	1.12	24-33	111	93	32	25	Residential area, elementary school, and park
15	Kavanagh Ave	Lincoln Blvd	Tracy Blvd	25	4,760	2	2,376	0.51	1.12	25-34	94	78	35	25	residential district with 25 mph Prima Facie speed limit
16	Lammers Rd	Eleventh Street	South City Limits	45	13,922	1	2,006	0.10	1.00	45-54	94	78	53	45	bicycle facilities and John C Kimball High School
17	Lauriana Lane	Schulte Rd	Cypress Dr	30	4,357	1	1,848	0.36	1.12	27-36	87	73	36	30	Residential area, elementary and middle school, park
18	Linne Rd	Corral Hollow Rd	Chrisman Road	50	7,483	0	9,240	0.00	1.12	37-46	73	62	46	45	bicycle facilities, two parks and Jefferson Middle School
19	Macarthur Dr	North City Limits	I-205	40	1,125	6	1,795	8.60	1.12	32-41	81	68	43	40	high collision rate, bicycle facilities per CVC section 22358.6(c)
20	Macarthur Dr	I-205	Grant Line Rd	40	15,959	7	3,590	0.35	1.00	33-42	82	67	42	40	commercial, and residential area
21	Macarthur Dr	Eleventh Street	Grant Line Rd	40	7,316	2	7,867	0.10	1.00	28-37	82	69	39	40	rounding to nearest 5 mph increment CVC section 22358.6(a)
22	Macarthur Dr	Valpico Rd	Shulte Rd	40	3,937	9	5,280	1.25	1.27	35-44	92	77	46	40	residential area with bike lane
23	Macarthur Dr	Valpico Rd	Fairoaks Rd	45	5,016	0	3,010	0.00	1.12	36-45	84	70	47	40	bicycle facilities & elementary school CVC section 22358.6(b)
24	Macarthur Dr	Fairoaks Rd	South City Limits	40	3,397	1	2,323	0.37	1.12	27-36	97	81	36	35	residential frontage and intermediate intersections
25	Mt Diablo Ave	Central Ave	Tracy Blvd	25	1,570	0	2,640	0.00	1.12	23-32	77	68	34	25	residential district and elementary school
26	Mt Diablo Ave	Central Ave	Macarthur Dr	25	1,657	1	2,640	0.66	1.12	21-30	93	76	33	25	residential district and elementary school
27	Naglee Rd	North City Limits	Grant Line Rd	35	5,609	14	3,960	1.82	1.00	31-40	79	66	41	35	bike path, lane transitions, commercial driveways
28	Orchard Pkwy	Grant Line Rd	Lowell Ave	35	2,635	2	2,640	0.83	1.12	32-41	71	59	41	35	bike lane, road curve and intermediate intersections
29	Shulte Rd	Tracy Blvd	Corral Hollow Rd	40	15,064	2	7,603	0.05	1.00	36-45	90	75	44	40	bike lane, road curve and intermediate intersections
30	Shulte Rd	Josephine Dr	Barcelona Dr	40	3,580	2	2,640	0.61	1.12	31-40	66	55	45	40	residential area with bike lane and road termination
31	Starflower Dr	Corral Hollow Rd	Dove St	25	2,117	0	1,848	0.00	1.12	25-34	95	79	32	25	residential driveways on both sides of this segment
32	Sycamore Pkwy	Valpico Rd	Shulte Rd	35	4,958	2	5,491	0.21	1.12	32-41	83	69	44	35	bicycle facilities and Wanda Hirsch Elementary School
33	Sycamore Pkwy	Tracy Blvd	Valpico Rd	30	1,397	0	1,214	0.00	1.12	25-34	96	76	34	30	bike path, road curves, school frontage
34	Tennis Ln	Corral Hollow Rd	Jill Dr	25	2,845	1	2,640	0.39	1.12	21-30	96	79	31	25	residential frontage and intermediate intersections
35	Tracy Blvd	Sixth St	Shulte Rd	40	26,376	13	4,488	0.32	1.00	36-45	83	69	45	40	bike lane, road curve and intermediate intersections
36	Tracy Blvd	Shulte Rd	Valpico Rd	45	19,054	6	5,333	0.17	1.27	36-45	87	72	47	45	bike lane, road curve and intermediate intersections
37	Wester Pacific Way	Corral Hollow Rd	West City Limit	50	3,261	1	9,346	0.09	1.12	46-55	77	64	54	50	residential driveways and no shoulder
38	Whispering Wind Dr	Tracy Blvd	Middlefield Dr	30	4,903	1	3,590	0.16	1.27	28-37	84	69	38	30	bicycle facilities and Anthony Traina Elementary School
39	Whispering Wind Dr	Regis Dr	Tracy Blvd	30	5,365	1	739	0.73	1.12	21-30	114	95	28	30	city park frontage, bike lane and road termination
40	Chrisman Road	Grant Line Road	Paradise Avenue	40	666	2	1,214	7.15	1.00	26-35	73	61	39	40	no driveways in this segment
41	Chrisman Road	Paradise Avenue	Rr Tracks (South End)	40	3,327	1	1,954	0.45	1.27	25-34	57	48	42	40	maintain 40 mph to be consistent with the other segments
42	Pescadero Avenue	Macarthur Drive	1/2 Mile East Of Macarthur	35	5,301	0	2,640	0.00	1.12	32-41	63	53	41	35	commercial/agricultural area
43	Hansen Road	I-205	Schulte Road	45	2,779	3	6,970	0.45	1.27	33-42	57	48	46	45	commercial and agricultural area

City of Tracy

Engineering & Traffic Survey Report December 2025



**Engineering Division
Public Works Department**

December 2025

Engineering & Traffic Survey Report

INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in 2025 by and for the City of Tracy. The surveys were conducted to establish safe and reasonable speed limits. The findings of this report will enable the City to justify radar enforcement of speed limits in these roadways, as indicated in Section 40802 of the California Vehicle Code. Segments of the following City streets were investigated:

Rdwy No.	Road Name	From	To
1	Central Avenue	Tracy Blvd	Sycamore Pkwy
2	Corral Hollow Rd	Parkside Dr	Schulte Rd
3	Corral Hollow Rd	Schulte Rd	Eleventh Street
4	Crossroads Dr	Eleventh Street	Gaines Ln
5	Crossroads Dr	Eleventh Street	Greystone Dr
6	Cypress Dr	Hickory Ave	Corral Hollow Rd
7	Eleventh Street	Lammers Rd	West City Limit
8	Eleventh Street	Lammers Rd	Corral Hollow Rd
9	Eleventh Street	Corral Hollow Rd	Lincoln Blvd
10	Eleventh Street	Lincoln Blvd	Tracy Blvd
11	Eleventh Street	East Street	Beginning Of Bridge
12	Eleventh Street	Beginning Of Bridge	East City Limits
13	Fabian Road	Lammers Rd	Mame Anderson Ln
14	Kavanagh Ave	Corral Hollow Rd	Lincoln Blvd
15	Kavanagh Ave	Lincoln Blvd	Tracy Blvd
16	Lammers Rd	Eleventh Street	South City Limits
17	Lauriana Lane	Schulte Rd	Cypress Dr
18	Linne Rd	Corral Hollow Rd	Chrisman Road
19	Macarthur Dr	North City Limits	I-205
20	Macarthur Dr	I-205	Grant Line Rd
21	Macarthur Dr	Eleventh Street	Grant Line Rd
22	Macarthur Dr	Valpico Rd	Shulte Rd
23	Macarthur Dr	Valpico Rd	Fairoaks Rd
24	Macarthur Dr	Fairoaks Rd	South City Limits
25	Mt Diablo Ave	Central Ave	Tracy Blvd
26	Mt Diablo Ave	Central Ave	Macarthur Dr
27	Naglee Rd	North City Limits	Grant Line Rd
28	Orchard Pkwy	Grant Line Rd	Lowell Ave
29	Shulte Rd	Tracy Blvd	Corral Hollow Rd
30	Shulte Rd	Josephine Dr	Barcelona Dr
31	Starflower Dr	Corral Hollow Rd	Dove St
32	Sycamore Pkwy	Valpico Rd	Shulte Rd
33	Sycamore Pkwy	Tracy Blvd	Valpico Rd
34	Tennis Ln	Corral Hollow Rd	Jill Dr
35	Tracy Blvd	Sixth St	Shulte Rd
36	Tracy Blvd	Shulte Rd	Valpico Rd
37	Wester Pacific Way	Corral Hollow Rd	West City Limit
38	Whispering Wind Dr	Tracy Blvd	Middlefield Dr
39	Whispering Wind Dr	Regis Dr	Tracy Blvd
40	Chrisman Road	Grant Line Road	Paradise Avenue
41	Chrisman Road	Paradise Avenue	Rr Tracks (South End)
42	Pescadero Avenue	Macarthur Drive	1/2 Mile East Of Macarthur
43	Hansen Road	I-205	Schulte Road

STUDY PROCEDURES

Section 22352 of the California Vehicle Code requires a 25 mph prima facie speed limit on streets in residential or business district, 15 mph at railroad grade crossings, highway intersections with sight restrictions and in any alley. However, upon the basis of an Engineering and Traffic survey, a local authority may declare speed limits of 30, 35, 40, 45, 50, 55, 60, or a maximum of 65 mph in order to facilitate the orderly movement of traffic. Section 22356 currently sets the maximum speed limit at 65 mph.

Also, except as provided in Section 22356, Section 22349 (b) Notwithstanding any other provisions of law, no person may drive a vehicle upon a two lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for higher speed by local agency on the bases of an engineering and traffic survey. Prima facie speed limits can be posted without the need for engineering and traffic surveys. The required elements in such Engineering and Traffic Survey are outlined in Section 627 of the Code.

This report adopts the aforementioned guidelines in formulating the recommendations in this report.

The principle elements in this study of the selected streets are highlighted below:

RADAR CHECK

Each street was divided into segments to account for its differing roadway characteristics. Variations in roadway segments include street width, and other significant geometric factors and constraints. One speed check was made in each section from an inconspicuously parked, unmarked vehicle. Every effort was made to insure that the presence of the vehicle does not affect the driving behavior of other motorists. A minimum of 100 samples or more were taken for each section of major Roadway. All field data was coded onto forms for subsequent computer analysis.

DATA ANALYSIS

The radar speed survey data was compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, 10 mph pace speed, the percent of vehicles observed within the 10-mph pace speed, the range of speed observed, and the average speed for each surveyed location. A description of these terms is provided below:

- *50th Percentile Speed (Median Speed)*: The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.
- *85th Percentile Speed (Critical Speed)*: The speed at or below 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.

- **10 mph Pace Speed:** The 10-mph increment (range) of speeds containing the greatest number of vehicles. In almost all cases, the 85th percentile speed and the recommended speed lie within the range, frequently in the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The percent within the pace is often between 60 and 80.
- **Average speed:** The average speed is simply the cumulative speed divided by the number of observed vehicles.

The speed limit for each study segment was recommended after determining the average speed, 85th percentile speed, pace speed and considering other significant factors like existing land use, roadway design characteristics, and accident rates (based on accident records for the last three years) for the study segment.

COLLISION REVIEW

Collisions reported at study roadway segments were obtained from the California Crash Reporting System (CCRS)¹ database for a period of five years from January 2020 to December 2024. Collision rates are a significant factor in determining the appropriate speed limits. The E&TS summary for each roadway segment included in the table shows the number of collisions in the last five years and the accident rate. CCRS dataset was used to map and summarize the collisions. 2023 crash Data on California State Highways (most recent available report) data was used to compare the collision rates of the roadway segments with the reported statewide collision rates for similar roadways. 2023 total collision rates for urban roadways per Million Vehicle Miles (MVM) are as follows:

- 2 and 3 lane roadways – 1.12 per MVM
- 4+ undivided roadways – 1.00 per MVM
- 4+ divided roadways – 1.27 per MVM
- 2 and 3 lane expressways – 0.79 per MVM
- 4+ divided expressways – 1.00 per MVM

FIELD CHECK

After performing the radar checks, data analyses, and collision review, a final field check was made. In performing a field check, the driver needs to be fully aware of the aforementioned parameters and particularly cognizant of the 85th percentile speeds and the pace speed. The driver evaluates the appropriateness of these values and notes the significance of other factors such as roadside development, driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, pedestrians, roadway alignment, control, and numerous other intangible factors. These elements are given serious consideration in the determination of a reasonable and safe speed limit.

¹ *Statistic crash records within State of California, State of California, <https://lab.data.ca.gov/dataset/ccrs>*

Reasonable limits are speeds at which motorists would drive without the affects of enforcement of signs. However, it is known that motorists tend to drive faster in residential districts away from their homes that the local residents would prefer.

People are more concerned about traffic speeds in their neighborhood than elsewhere. This is not a tendency to willfully break the law, but rather a reflection of human behavior. Consequently, unlike multi-lane arterial roadways, where the 85th percentile speed closely approximates the posted speed limit, the 85th percentile speed on local residential streets may be much higher than the legal limit. In fact, it is not uncommon that the majority of the motorists, ever as high as 80 to 90 percent of those observed, travels in excess of the 25 mph prima facie residential speed limit. This fact does not imply that the 25 mph limit is inappropriate; it simply implies that the majority of the motorists are driving imprudently.

Frequent changes of the speed limit over a stretch of roadway need to be avoided in establishing speed limits. Varying the limits over a relatively short length of roadway may also be inappropriate. Speed limits that change every few blocks may accurately reflect prevailing driving conditions on the street, but they do not give the motorist the opportunity to become aware of the lawful limit.

For the reasons mentioned above, the recommendations in this report are made to produce consistency in the speed limits and are not intended to encourage unsafe speeds.

TRAFFIC AND ENGINEERING STUDIES

The following sections present the findings of the Engineering and Traffic surveys. Each of the roadway segments into which a street is divided is discussed separately, and recommendation on the speed limit is provided at the end of each sub-section. The 85th percentile speed and the recommended speed limits for the surveyed roadways are included.

ENGINEERING & TRAFFIC SURVEY RECOMMENDATIONS

Central Avenue

Segment 1: Tracy Blvd. to Sycamore Parkway

This segment of the Central Avenue is a two-lane major residential collector street. The segment is approximately 0.27 mile in length and 56' feet in width. There is a median island. There is a Class II bike lane. There is school frontage near the West end of the intersection. On street parking is not permitted. The previously established speed limit in this section is 35 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	28 mph - 37 mph.
85 th percentile speed	36 mph.
50 th percentile speed	32 mph.

The 85th percentile speed indicates a 36 mph speed limit. There is a bike lane, intermediate intersections and school frontage in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Corral Hollow Road

Segment 2: Parkside Drive to Schulte Road

This segment of the Corral Hollow Road is a four-lane major arterial. The segment is approximately 0.48 mile in length and 104' to 118' feet in width. There is a median island. There is a Class II bike lane. On street parking is not permitted. The posted speed limit is 45 mph.

There were 8 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	39 mph - 48 mph.
85 th percentile speed	46 mph.
50 th percentile speed	43 mph.

The 85th percentile speed indicates a 46 mph speed limit. There is a bike lane and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit be reduced to 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 3: Schulte Road to Eleventh Street

This segment of the Corral Hollow Road is a four-lane major arterial. The segment is approximately 0.74 mile in length and 120' feet in width. There is a median island. There is a Class II bike lane. On street parking is not permitted. The posted speed limit is 45 mph.

There were 12 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	37 mph – 46 mph.
85 th percentile speed	49 mph.
50 th percentile speed	43 mph.

The 85th percentile speed indicates a 49 mph speed limit. There is a bike lane and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remains at 45 mph.

The recommended speed limit for this section therefore is 45 mph.

Crossroads Drive

Segment 4: Eleventh Street to Gaines Lane

This segment of the Crossroads Drive is a two-lane residential collector street. The segment is approximately 0.31 mile in length and 40 to 55 feet in width. There is a Class II bike lane. There is a City Park and Residential homes which fronts Crossroads Drive. There is a future school planned on this segment frontage. On street parking is permitted. The posted speed limit is 25 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	21 mph - 30 mph.
85 th percentile speed	31 mph.
50 th percentile speed	27 mph.

The 85th percentile speed indicates a 31 mph speed limit. There is a bike lane, residential driveways, intermediate intersections and City Park in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Segment 5: Eleventh Street to Greystone Drive

This segment of the Crossroads Drive is a four-lane collector street. The segment is approximately 0.31 mile in length and width varies from 78 feet to 90 feet. There is a Class II bike lane. There is Tracy Sports Complex and residential subdivisions along Crossroads Drive. The posted speed limit is 30 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	29 mph - 38 mph.
85 th percentile speed	40 mph.
50 th percentile speed	35 mph.

The 85th percentile speed indicates a 40 mph speed limit. There is a bike lane, intermediate intersections and City Park in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Cypress Drive

Segment 6: Hickory Ave to Corral Hollow Road

This segment of the Cypress Drive is a major residential collector street. The segment is approximately .57 miles in length and 42 feet in width. On street parking is permitted in portion of this segment. There is school frontage in this segment. The posted speed limit is 30 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	27 mph - 36 mph.
85 th percentile speed	39 mph.
50 th percentile speed	32 mph.

The 85th percentile speed indicates a 39 mph speed limit. There is school frontage, City Park, and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Eleventh Street

Segment 7: Lammers Road to West City limit

This segment of Eleventh Street is a four-lane major arterial street. This segment is also a freeway entrance and exit. The segment is approximately .63 miles in length. There is no parking, no bike lane. The posted speed limit is 55 mph.

There were 7 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	46 mph – 55 mph.
85 th percentile speed	54 mph.
50 th percentile speed	50 mph.

The 85th percentile speed indicates a 54 mph speed limit. This section of Eleventh Street connects the freeway off ramp to another segment with proposed speed limits of 45 mph. Downgrading the 85th percentile speed by only 5 mph will result in a sudden reduced 20 mph transition into the City Urban area which is not recommended. To provide adequate transitions within these connected segments the downgrading of 85th percentile speed significantly is necessary. Therefore it is recommended that the posted speed limit remains at 55 mph.

The recommended speed limit for this section is 55 mph.

Segment 8: Lammers Road to Corral Hollow Road

This segment of the Eleventh Street is a four-lane major arterial street and is a major entrance to the City. The segment is approximately 1.29 miles in length and 130 – 147 feet in width. There is a median island. There is a Class III bike lane. There is no parking permitted. The posted speed limit is 45 mph.

There were 3 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	46 mph - 55 mph.
85 th percentile speed	55 mph.
50 th percentile speed	51 mph.

The 85th percentile speed indicates a 55 mph speed limit. There is a Class III Bike Path, park frontage, and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remains at 45 mph.

The recommended speed limit for this section therefore is 45 mph.

Segment 9: Corral Hollow Road to Lincoln Blvd.

This segment of the Eleventh Street is a four-lane major arterial street. The segment is approximately .63 miles in length. The width from Corral Hollow Rd. to Alden Glen is 97 feet from Alden Glen to Lincoln 60 feet. There is a median island. There is a Class II bike lane. The posted speed limit is 35 mph.

There were 10 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	29 mph – 38 mph.
85 th percentile speed	38 mph.
50 th percentile speed	34 mph.

The 85th percentile speed indicates a 38 mph speed limit. There is Class II Bike lane, fire station and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Segment 10: Lincoln Blvd. to Tracy Blvd.

This segment of Eleventh Street is a four-lane major arterial street. The segment is approximately .29 miles in length and 60 feet in width. There is no bike lane and no parking. The posted speed limit is 30 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	32 mph – 41 mph.
85 th percentile speed	39 mph.
50 th percentile speed	35 mph.

The 85th percentile speed indicates a 39 mph speed limit. There are intermediate intersection and commercial driveways in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Segment 11: East Street to Beginning of Bridge

This segment of the Eleventh Street is a four-lane major arterial street. The segment is approximately .42 miles in length and in 60 feet width. There is no bike lane and no parking. There is school frontage on the North side of this segment. The posted speed limit is 35 mph.

There were 6 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	29 mph – 38 mph.
85 th percentile speed	43 mph.
50 th percentile speed	35 mph.

The 85th percentile speed indicates a 43 mph speed limit. There is school frontage, commercial driveways, residential driveways and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Segment 12: Beginning of Bridge to East City Limits

This segment of the 11th Street is a four-lane arterial street. The bridge was recently completed. The segment is approximately 0.33 mile in length and 68 feet in width. There is a class II bike lane and a sidewalk along this segment. On street parking is not permitted. The current posted speed limit is 45 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	46 mph - 55 mph.
85 th percentile speed	53 mph.
50 th percentile speed	46 mph.

The 85th percentile speed indicates a 53 mph speed limit. There are intersections on both sides of this segment that justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 45 mph.

The recommended speed limit for this section is 45 mph.

Fabian Road

Segment 13: Lammers Road to Mamie Anderson Lane

This segment of the Fabian Road is a two-lane residential collector street. The segment is approximately 0.61 mile in length and 18 feet in width. On street parking is not permitted. There is some residential frontage. The posted speed limit is 35 mph.

There was 0 reported collision on this roadway from March 2021 to July 2024.

10 mph pace speed	29 mph - 38 mph.
85 th percentile speed	39 mph.
50 th percentile speed	33 mph.

The 85th percentile speed indicates a 39 mph speed limit. There is residential frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Kavanagh Avenue

Segment 14: Corral Hollow Road to Lincoln Blvd.

This segment of Kavanagh Avenue is a two-lane residential collector. The segment is approximately .57 miles in length and 40 feet in width. There is Class II bike lane in this segment. Street segment has and driveway openings in this section. There is school and park frontage on the Southside in this segment. On street parking is permitted. The posted speed limit is 25 mph.

There were 4 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	32 mph.
50 th percentile speed	29 mph.

The 85th percentile speed indicates a 32 mph speed limit. There is a school frontage, bike lane and residential frontage in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Segment 15: Lincoln Blvd. to Tracy Blvd.

This segment of Kavanagh Avenue is a two lane residential collector. The segment is approximately .45 mile in length and 40 feet in width. There are driveway openings in this section. On street parking is permitted. The posted speed limit is 25 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	25 mph - 34 mph.
85 th percentile speed	35 mph.
50 th percentile speed	31 mph.

The 85th percentile speed indicates a 35 mph speed limit. There is a class III bike route and residential frontage in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Lammers Road

Segment 16: Eleventh St to South City Limits

This segment of Lammers Road is a six-lane major arterial facility within the City. The street narrows to a two-lane facility in the un-incorporated San Joaquin County. The segment is approximately .38 mile in length and 144 feet at its widest point. On street parking is not permitted. The posted speed limit is 45 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	45 mph - 54 mph.
85 th percentile speed	53 mph.
50 th percentile speed	49 mph

The 85th percentile speed indicates a 53 mph speed limit. There is school frontage, bike path and lane transitions in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 45 mph.

The recommended speed limit for this section therefore is 45 mph.

Lauriana Lane

Segment 17: Schulte Rd to Cypress Dr

This segment of Lauriana Lane is a two-lane major residential collector street. The segment is approximately 0.35 mile in length and 46' feet in width. There is a median island. There is a Class II bike lane. There is school frontage on the east side. On street parking is not permitted. The posted speed limit is 30 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	27 mph. - 36 mph.
85 th percentile speed	36 mph.
50 th percentile speed	31 mph.

The 85th percentile speed indicates a 36 mph speed limit. There is a bike lane and school route in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Linne Road

Segment 18: Corral Hollow Road to Chrisman Road

This segment of the Linne Road is a two-lane arterial. The segment is approximately 1.75 miles in length and 24 feet in width. On street parking is not permitted. The posted speed limit is 50 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	37 mph - 46 mph.
85 th percentile speed	46 mph.
50 th percentile speed	40 mph

The 85th percentile speed indicates a 46 mph speed limit. There are commercial driveways, truck route and no shoulder present in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit is reduced to 45 mph.

The recommended speed limit for this section therefore is 45 mph.

MacArthur Drive

Segment 19: North City limits to I-205

This segment of the MacArthur Drive is a two-lane arterial roadway. The segment is approximately .34 miles in length and 30' feet in width. On street parking is not permitted. The posted speed limit is 40 mph.

There were 6 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	32 mph - 41 mph.
85 th percentile speed	43 mph.
50 th percentile speed	37 mph.

The 85th percentile speed indicates a 43 mph speed limit. The posted speed limit contiguous to this segment in the un-incorporated San Joaquin County north of this segment is 40mph. The posted speed limit contiguous to this segment to the south of this segment is 40mph. Therefore, to provide consistency it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 20: I-205 to Grant Line Road

This segment of the MacArthur Drive is a four-lane major arterial. The segment is approximately .68 miles in length and 94 feet in width. On street parking is not permitted. There is a Class II bike lane. There are Commercial Driveways on the Eastside of the street. The posted speed limit is 40 mph.

There were 7 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	33 mph - 42 mph.
85 th percentile speed	42 mph.
50 th percentile speed	36 mph.

The 85th percentile speed indicates a 42 mph speed limit. There is a bike lane, truck route, lane transitions, and industrial driveways in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 21: Eleventh St to Grant Line Road.

This segment of the Macarthur Drive is a four-lane major arterial. The segment is approximately 1.49 miles in length and 80 feet in width. There is a Class I Bike path and Class II bike lane present in this segment. On street parking is not permitted. The posted speed limit is 40 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	28 mph - 37 mph.
85 th percentile speed	39 mph.
50 th percentile speed	34 mph

The 85th percentile speed indicates a 39 mph speed limit. Therefore, it is recommended that the posted speed limit should remain 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 22: Valpico Road to Schulte Road

This segment of the MacArthur Drive is a two-lane major arterial. The segment is approximately 1.0 mile in length and 116' South of Yosemite drive to 381' feet North of East lake Drive the roadway is 24 feet. The remaining roadway is 80'. On street parking is not permitted. The posted speed limit is 40 mph.

There were 9 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	35 mph - 44 mph.
85 th percentile speed	46 mph.
50 th percentile speed	41 mph.

The 85th percentile speed indicates a 46 mph speed limit. There is bike lane, intermediate intersections, and low or no shoulder in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 23: Valpico Road to Fair Oaks Drive

This segment of the MacArthur Drive is a two-lane arterial street. The segment is approximately .57 miles in length. The segment width varies from 44 feet to 24 feet. There are residential driveway openings in this section on both sides. On street parking is not permitted. The posted speed limit is 45 mph.

There were no reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	36 mph - 45 mph.
85 th percentile speed	47 mph.
50 th percentile speed	41 mph.

The 85th percentile speed indicates a 47 mph speed limit. There is residential frontage, bike lane, Tom Hawkins Elementary School and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit be reduced to 40 mph.

The recommended speed limit for this section therefore is 40mph.

Segment 24: Fair Oaks Drive to South City limits

This segment of the MacArthur Drive is a two-lane arterial street. The segment is approximately .44 miles in length. The segment width varies from 44 feet to 24 feet. There are residential driveway openings in this section on both sides. On street parking is not permitted. The posted speed limit is 40 mph.

There was 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	27 mph - 36 mph.
85 th percentile speed	36 mph.
50 th percentile speed	32 mph

The 85th percentile speed indicates a 36 mph speed limit. There is residential frontage with bike facilities and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit should be reduced to 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Mount Diablo Avenue

Segment 25: Central Avenue to Tracy Blvd

This segment of the Mt. Diablo Drive is a two-lane residential collector street. The segment is approximately .50 miles in length. The segment width varies from 44 feet to 56 feet. There are residential driveway openings in this section on both sides. There is school frontage on the south side of this segment. On street parking is permitted. The posted speed limit is 25 mph.

There were no reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	23 mph - 32 mph.
85 th percentile speed	34 mph.
50 th percentile speed	28 mph.

The 85th percentile speed indicates a 34 mph speed limit. There is school frontage, residential frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph

The recommended speed limit for this section therefore is 25 mph.

Segment 26: Central Avenue to MacArthur Drive

This segment of the Mt. Diablo Drive is a two-lane residential collector street. The segment is approximately .50 miles in length. The width varies from 44 feet to 56 feet in this segment. There are residential driveway openings in this section on both sides. On street parking is permitted. The posted speed limit is 25 mph.

There was 1 reported collision on this roadway from January 2020 to December 2024

10 mph pace speed	21 mph - 30 mph.
85 th percentile speed	33 mph.
50 th percentile speed	27 mph

The 85th percentile speed indicates a 33 mph speed limit. There is school frontage, residential frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Naglee Road

Segment 27: North City limits to Grant Line Road

This segment of the Naglee Road is a four-lane minor arterial street. The segment is approximately 0.75 mile in length and 102 feet in width with a raised median island. There is a class I Bike Lane. On street parking is prohibited. The posted speed limit is 35 mph.

There were 14 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	31 mph - 40 mph.
85 th percentile speed	41 mph.
50 th percentile speed	35 mph.

The 85th percentile speed indicates a 41 mph speed limit. There is a bike path, lane transitions, commercial driveways and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Orchard Parkway

Segment 28: Grant Line Road to Lowell Avenue

This segment of the Orchard Parkway is a two-lane residential collector. The segment is approximately .50 mile in length and 56 feet in width. On street parking is prohibited. The posted speed limit is 35 mph.

There were two reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	32 mph - 41 mph.
85 th percentile speed	41 mph.
50 th percentile speed	35 mph

The 85th percentile speed indicates a 41 mph speed limit. There is a bike lane, road curve and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Schulte Road

Segment 29: Tracy Blvd to Corral Hollow Road.

This segment of Schulte Road is a four lane arterial. The segment is approx. 1.44 mile in length and 83' feet in width. There are residential developments in this section. On street parking is not permitted and there is a class II bike lane in this segment. The posted speed limit is 40 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	36 mph. - 45 mph.
85 th percentile speed	44 mph.
50 th percentile speed	40 mph.

The 85th percentile speed indicates a 44 mph speed limit. There is a bike lane, road curve, intermediate intersections and school route in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit therefore is 40 mph.

Segment 30: Mabel Josephine Drive to Barcelona Drive

This segment of Schulte Road is a four lane arterial. The segment is approx. 0.50 mile in length and 56' feet in width with a median island. There are residential developments in this section. On street parking is not permitted and there is a class II bike lane in this segment. The posted speed limit is 40 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024

10 mph pace speed	31 mph. - 40 mph.
85 th percentile speed	45 mph.
50 th percentile speed	37 mph.

The 85th percentile speed indicates a 45 mph speed limit. There is a bike lane and road termination which justifies the downgrading of 85th percentile speed by 5 mph.

Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit therefore is 40 mph.

Starflower Drive

Segment 31: Corral Hollow Road and Dove Street

This segment of the Starflower Drive is a two-lane collector street. The segment is approximately 0.35 mile in length and 48 feet in width. There is a class II bike lane in this segment. There are residential driveway openings in this section. On street parking is not permitted. The posted speed limit is 25 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed 25 mph - 33 mph.
85th percentile speed 32 mph.
50th percentile speed 29 mph.

The 85th percentile speed indicates a 32 mph speed limit. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section is 25 mph.

Sycamore Parkway

Segment 32: Valpico Road to Schulte Road

This segment of Sycamore Parkway is a two-lane minor arterial. The segment is approx. 1.04 mile in length and 64 feet wide. On street parking is not permitted. There is a Class I Bike Lane. There is school frontage on the West side. The posted speed limit is 35 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024

10 mph pace speed	32 mph. - 41 mph.
85 th percentile speed	44 mph.
50 th percentile speed	38 mph.

The 85th percentile speed indicates a 44 mph speed limit. There is a bike path, road curves, school frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 35 mph.

The recommended speed limit for this section is 35 mph.

Segment 33: Tracy Blvd to Valpico Road .

This segment of Sycamore Parkway is four-lane minor arterial in the major portion of the segment. The segment than narrow downs to two-lane major collector before Tracy Blvd. The segment is approx.69 mile in length and 64' feet wide. On street parking is not permitted. There is a city park and school on the east side of this segment. The posted speed limit is 30 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024

10 mph pace speed	25 mph. - 34 mph.
85 th percentile speed	34 mph.
50 th percentile speed	31 mph.

The 85th percentile speed indicates a 34 mph speed limit. There is a bike path, road curves, school frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section is 30 mph.

Tennis Lane

Segment 34: Corral Hollow Road to Jill Drive

This segment of Tennis Lane is a two-lane residential collector street. The segment is approximately .50 miles in length. The width varies from 44 feet to 56 feet in this segment. There are residential driveway openings in this section on both sides. On street parking is permitted. The posted speed limit is 25 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	21 mph - 30 mph.
85 th percentile speed	31 mph.
50 th percentile speed	26 mph.

The 85th percentile speed indicates a 31 mph speed limit. There is residential frontage and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Tracy Boulevard

Segment 35: Sixth Street to Schulte Road

This segment of Tracy Boulevard is a four-lane arterial. The segment is approximately .85 mile in length and 82 feet in width. There are residential subdivisions, on street parking is not permitted. There is a class II bike lane. The posted limit is 40 mph.

There were 13 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	36 mph – 45 mph.
85 th percentile speed	45 mph.
50 th percentile speed	40 mph

The 85th percentile speed indicates a 45 mph speed limit. There is a bike lane, road curve and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit therefore is 40 mph.

Segment 36: Schulte Road & Valpico Road

This segment of Tracy Boulevard is a four-lane arterial. The segment is approx. 1.01 mile in length and 82 feet in width. There are commercial developments developed on the West side. There are residential subdivisions on both sides. On street parking is not permitted. There is a class II bike lane. The posted limit is 45 mph.

There were 6 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	36 mph - 45 mph.
85 th percentile speed	47 mph.
50 th percentile speed	42 mph

The 85th percentile speed indicates a 47 mph speed limit. There is a bike lane and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 45 mph.

The recommended speed limit therefore is 45 mph.

Western Pacific Way

Segment 37 : Corral Hollow Road to West City limits

This segment is along railroad tracks and is a two-lane rural collector road. The segment is approximately 1.77 mile in length and 20 feet in width. There is no bike lane, and the road parallels the railroad track. On street parking is not permitted. The posted speed limit is 50 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	46 mph - 55 mph.
85 th percentile speed	54 mph.
50 th percentile speed	48 mph

The 85th percentile speed indicates a 54 mph speed limit. There are residential driveways and no shoulder present in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 50 mph.

The recommended speed limit for this section therefore is 50 mph.

Whispering Wind Drive

Segment 38: Tracy Blvd. to Middlefield Drive

This segment of the Whispering Wind Drive is a residential collector. The segment is approx. 0.68 mile in length and 52 feet in width. There is a residential neighborhood on both sides and a future school on the north side of the segment. On street parking is permitted in this segment. The posted speed limit is 30 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	28 mph. - 37 mph.
85 th percentile speed	38 mph.
50 th percentile speed	33 mph.

The 85th percentile speed indicates a 38 mph speed limit. There is residential frontage, school frontage and intermediate intersections in this segment which justifies not increasing the speed limit. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit therefore is 30 mph.

Segment 39: Regis Drive to Tracy Blvd.

This segment of the Whispering Wind Drive is an Industrial collector. The segment is approx. 52' feet in width. There is an industrial complex to the South. There is City Park frontage at the east end of this segment. On street parking is not permitted. The posted speed limit is 30 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024

10 mph pace speed	21 mph. - 30 mph.
85 th percentile speed	28 mph.
50 th percentile speed	24 mph.

The 85th percentile speed indicates a 28 mph speed limit. There is city park frontage, bike lane and road termination in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit therefore is 30 mph.

Chrisman Road

Segment 40: Grant Line Road to Paradise Avenue.

This segment of Chrisman Road is a four-lane arterial. The segment is approximately 0.23 miles in length and 90 feet in width. There are no driveways on the roadway. The posted speed limit in this section is 40 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	26 mph. - 35 mph.
85 th percentile speed	39 mph.
50 th percentile speed	32 mph.

The 85th percentile speed indicates a speed of 39 mph. There are no driveways in this segment which do not support downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Segment 41: Paradise Avenue to RR Track(South End).

This segment of Chrisman Road is a four-lane arterial. The segment is approximately 0.37 miles in length and 90 feet in width. There are no driveways on the roadway. The posted speed limit in this section is 40 mph.

There were 1 reported collision on this roadway from January 2020 to December 2024.

10 mph pace speed	25 mph. - 34 mph.
85 th percentile speed	42 mph.
50 th percentile speed	34 mph.

The 85th percentile speed indicates a speed of 42 mph to keep consistency with the other portion justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Pescadero Avenue

Segment 42: MacArthur Road to ½ mile East of MacArthur Road

This segment of Pescadero Avenue is a two lane with turn pocket minor arterial. in a commercial/agricultural area. The segment is approximately 0.5 miles in length and approximately 64 feet in width. The posted speed limit in this section is 35mph.

There were 0 reported collisions on this roadway from January 2020 to December 2024

10 mph pace speed	32 mph. - 41 mph.
85 th percentile speed	41 mph.
50 th percentile speed	34 mph.

The 85th percentile speed indicates a speed of 41 mph. The presence of commercial/agricultural area in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Segment 43:Hansen Road

I-205 to Schulte Road

This segment of Hansen Road is a two-lane with to four lanes other collectors. The segment is approximately 1.32 miles in length and 62 to 22 feet in width. The previously established speed limit in this section is 45mph.

There were 3 reported collisions on this roadway from January 2020 to December 2024.

10 mph pace speed	33 mph. - 42 mph.
85 th percentile speed	46 mph.
50 th percentile speed	38 mph.

The 85th percentile speed indicates a speed of 46 mph. The presence of commercial and agricultural area in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains 45 mph.

The recommended speed limit for this section therefore is 45 mph.

SPEED SURVEY DATA SHEETS



Street: Central Avenue Limits: Tracy Boulevard to Sycamore Parkway Direction: EB/WB Existing Posted Speed Limit (mph): 35 Recommended Speed Limit (mph): 35		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 5.1.24 / Central Ave bet. Tracy Blvd & Sycamore Pkwy Radar Enforced Posted Speed Limit (mph): 35 # Speed Data Collected: 120 85th Percentile (mph): 36 10 mph Pace: 28-37 Percent in Pace: 85%	B. Traffic Factors Average Daily Traffic (ADT): 2,228 Length of Segment (mi.): 0.27 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.91 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Residential area and school Roadway Geometrics: This four-lane divided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities. Wanda Hirsch Elementary School is located on the west end of the segment. Tracy Fire Station 97 is located on the east end of the segment		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 35 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Corral Hollow Rd Limits: Parkside Drive to Schulte Road Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 40		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 4.24.24 / Corral Hollow Rd bet. Parkside Dr & Schulte Rd Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 120 85th Percentile (mph): 46 10 mph Pace: 39-48 Percent in Pace: 78%	B. Traffic Factors Average Daily Traffic (ADT): 14,939 Length of Segment (mi.): 0.48 Street Classification: Major Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 8 Accident Rate (Acc/MVM): 0.61 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Residential area and undeveloped land Roadway Geometrics: This four-lane divided major arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities. There is a railroad crossing near the south end of the segment.		
Speed Limit Justifications	It is recommended to change to a posted speed limit of 40 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? Yes		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Corral Hollow Road Limits: Schulte Road to Eleventh Street Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 5.2.24 / Corral Hollow Rd bet. Schulte Rd & 11th St Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 120 85th Percentile (mph): 49 10 mph Pace: 37-46 Percent in Pace: 70%	B. Traffic Factors Average Daily Traffic (ADT): 25,845 Length of Segment (mi.): 0.74 Street Classification: Major Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 12 Accident Rate (Acc/MVM): 0.34 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Residential and commercial area Roadway Geometrics: This four-lane divided major arterial roadway is located in a predominantly residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities. There are commercial establishments on the north end of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 45 mph radar enforced speed limit. The collision rate is above state average and there are bicycle facilities.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Crossroads Drive Limits: Eleventh Street to Gaines Lane Direction: NB/SB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 5.8.24 / Crossroads Dr bet. 11th St & Gaines Ln Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 120 85th Percentile (mph): 31 10 mph Pace: 21-30 Percent in Pace: 81%	B. Traffic Factors Average Daily Traffic (ADT): 860 Length of Segment (mi.): 0.31 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area and park Roadway Geometrics: This two-lane undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are bicycle facilities. Dan Busch Park is located east of the segment.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 25 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Crossroads Drive Limits: Eleventh Street to Greystone Drive Direction: NB/SB Existing Posted Speed Limit (mph): 30 Recommended Speed Limit (mph): 30		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.5.24 / Crossroads Dr bet. 11th St & Greystone Dr Radar Enforced Posted Speed Limit (mph): 30 # Speed Data Collected: 120 85th Percentile (mph): 40 10 mph Pace: 29-38 Percent in Pace: 70%	B. Traffic Factors Average Daily Traffic (ADT): 4,423 Length of Segment (mi.): 0.31 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Residential area and sports complex Roadway Geometrics: This four-lane divided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities. Tracy Sports Complex located west of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 30 mph radar enforced speed limit. There are bicycle facilities and Tracy Sports Complex located west of the segment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street:	Cypress Drive
Limits:	Hickory Avenue to Corral Hollow Road
Direction:	EB/WB
Existing Posted Speed Limit (mph):	30
Recommended Speed Limit (mph):	30

Location Map

<p>LEGEND</p> <p>SCHOOL </p> <p>SPEED LIMIT </p> <p>I/S CONTROL </p>	
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Speed Factors

A. Prevailing Speed Data		B. Traffic Factors	
Date / Location of Survey	6.7.24 / Cypress Dr bet. Corral Hollow Rd & Hickory Ave	Average Daily Traffic (ADT)	2,699
Radar Enforced Posted Speed Limit (mph)	30	Length of Segment (mi.)	0.57
# Speed Data Collected	120	Street Classification	Collector
85th Percentile (mph)	39	Terrain	Flat
10 mph Pace	27-36		
Percent in Pace	74%		

C. Collision History	
Date Range Covered	Jan 2020 - June 2025
Total Collisions	0
Accident Rate (Acc/MVM)	0.00
Statewide Average Accident Rate (Caltrans 2023)	1.12

D. Roadway Conditions	
Adjacent Land Use	Residential area, elementary school, park
Roadway Geometrics	This two-lane predominantly divided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted on a portion of the segment. There are bicycle facilities. Louis J Villalovoz Elementary School and Cecilian Park located south of the segment.

Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 30 mph radar enforced speed limit. There are bicycle facilities with Louis J Villalovoz Elementary School and Cecilian Park on the segment.
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Speed Limit Change? **No**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Submitted By:	Christopher Thnay, PE	Title:	Senior Project Manager	
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer			
Approved and Authorized for release by the City of Tracy:				
Signed By:	Habibullah Habib, P.E.	Title:	Senior Civil Engineer	Date:



Street: Eleventh Street Limits: Lammers Road to West City Limit Direction: EB/WB Existing Posted Speed Limit (mph): 55 Recommended Speed Limit (mph): 55		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.25.24 / 11th St bet. Lammers Rd & West City Limit Radar Enforced Posted Speed Limit (mph): 55 # Speed Data Collected: 120 85th Percentile (mph): 54 10 mph Pace: 46-55 Percent in Pace: 81%	B. Traffic Factors Average Daily Traffic (ADT): 23,905 Length of Segment (mi.): 0.63 Street Classification: Major Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 7 Accident Rate (Acc/MVM): 0.25 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Undeveloped land Roadway Geometrics: This two-lane divided major arterial roadway is located in an undeveloped area within the City of Tracy. There is no curb, gutter, or sidewalk located along the segment. Parking is not permitted along the segment. There are no bicycle facilities.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 55 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Eleventh Street	
Limits: Corral Hollow Road to Lincoln Boulevard	
Direction: EB/WB	
Existing Posted Speed Limit (mph): 35	
Recommended Speed Limit (mph): 35	
Location Map	
LEGEND SCHOOL SPEED LIMIT I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data Date / Location of Survey: 5.15.24 / 11th St bet. Lincoln Blvd & Corral Hollow Rd Radar Enforced Posted Speed Limit (mph): 35 # Speed Data Collected: 120 85th Percentile (mph): 38 10 mph Pace: 29-38 Percent in Pace: 84%	B. Traffic Factors Average Daily Traffic (ADT): 31,397 Length of Segment (mi.): 0.63 Street Classification: Major Arterial Terrain: Flat
C. Collision History	
Date Range Covered: Jan 2020 - June 2025	
Total Collisions: 10	
Accident Rate (Acc/MVM): 0.28	
Statewide Average Accident Rate (Caltrans 2023): 1.00	
D. Roadway Conditions	
Adjacent Land Use: Commercial and residential area	
Roadway Geometrics: This four-lane divided major arterial roadway is located in a commercial and residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities. Tracy Community Church is located south of the segment. There is a railroad crossing in the middle of the segment.	
Speed Limit Justifications	The injury collision rate (1.3) is higher than the state rate (1.0) for the roadway. It is recommended to lower the speed limit to 35 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By: Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:	
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:



Street: Eleventh Street	
Limits: Lincoln Boulevard to Tracy Boulevard	
Direction: EB/WB	
Existing Posted Speed Limit (mph): 30	
Recommended Speed Limit (mph): 30	
Location Map	
LEGEND SCHOOL SPEED LIMIT I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data Date / Location of Survey: 5.15.24 / 11th St bet. Tracy Blvd & Lincoln Blvd Radar Enforced Posted Speed Limit (mph): 30 # Speed Data Collected: 120 85th Percentile (mph): 39 10 mph Pace: 32-41 Percent in Pace: 82%	B. Traffic Factors Average Daily Traffic (ADT): 30,944 Length of Segment (mi.): 0.29 Street Classification: Major Arterial Terrain: Flat
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 2 Accident Rate (Acc/MVM): 0.12 Statewide Average Accident Rate (Caltrans 2023): 1.27	
D. Roadway Conditions Adjacent Land Use: Commercial area Roadway Geometrics: This four-lane predominantly undivided major arterial roadway is located in a commercial area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities.	
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 30 mph radar enforced speed limit. It is located in a commercial area with bicycle facilities.
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager
Approved and Authorized for release by the City of Tracy:	
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:



Street: Eleventh Street	
Limits: East Street to Beginning of Bridge	
Direction: EB/WB	
Existing Posted Speed Limit (mph): 35	
Recommended Speed Limit (mph): 35	
Location Map	
LEGEND	
SCHOOL	
SPEED LIMIT	
I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data	B. Traffic Factors
Date / Location of Survey	6.21.24 / 11th St bet. East St & Beginning of Bridge
Radar Enforced Posted Speed Limit (mph)	35
# Speed Data Collected	120
85th Percentile (mph)	43
10 mph Pace	29-38
Percent in Pace	64%
Average Daily Traffic (ADT)	22,527
Length of Segment (mi.)	0.42
Street Classification	Major Arterial
Terrain	Flat
C. Collision History	
Date Range Covered	Jan 2020 - June 2025
Total Collisions	6
Accident Rate (Acc/MVM)	0.35
Statewide Average Accident Rate (Caltrans 2023)	1.27
D. Roadway Conditions	
Adjacent Land Use	Commercial area and high school
Roadway Geometrics	This four-lane undivided major arterial roadway is located in a predominantly commercial area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are no bicycle facilities. Tracy High School is located north of the segment. There is a railroad crossing on the east end of the segment.
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 35 mph radar enforced speed limit. It is located in a commercial area and Tracy High School is located north of the segment.
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By:	Christopher Thnay, PE
Reviewed By:	Sharat Bandugula, P.E.
	Title: Asst. City Engineer
Approved and Authorized for release by the City of Tracy:	
Signed By:	Habibullah Habib, P.E.
	Title: Senior Civil Engineer
	Date:





Street: Eleventh Street		
Limits: Beginning of Bridge to East City Limits		
Direction: EB/WB		
Existing Posted Speed Limit (mph): 45		
Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey 6.21.24 / 11th St bet. Beginning of Bridge & East City Limits Radar Enforced Posted Speed Limit (mph) 45 # Speed Data Collected 120 85th Percentile (mph) 53 10 mph Pace 46-55 Percent in Pace 56%	B. Traffic Factors Average Daily Traffic (ADT) 28,798 Length of Segment (mi.) 0.33 Street Classification Collector Terrain Flat	
C. Collision History Date Range Covered Jan 2020 - June 2025 Total Collisions 0 Accident Rate (Acc/MVM) 0.00 Statewide Average Accident Rate (Caltrans 2023) 1.27		
D. Roadway Conditions Adjacent Land Use Industrial area and undeveloped land Roadway Geometrics This four-lane predominantly undivided arterial roadway is located in an industrial and undeveloped area within the City of Tracy. The undeveloped land is on the east end of the segment towards the East City Limit. There is curb and gutter located throughout some of the segment. Parking is not permitted along the segment. There are bicycle facilities. There is a railroad crossing on the west end of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 45 mph radar enforced speed limit. There are bicycle facilities and railroad crossing on the west end of the segment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:





Street: Fabian Road Limits: Lammers Road to Mamie Anderson Lane Direction: EB/WB Existing Posted Speed Limit (mph): 35 Recommended Speed Limit (mph): 35		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.12.24 / Fabian Rd bet. Lammers Rd & Mamie Anderson Ln Radar Enforced Posted Speed Limit (mph): 35 # Speed Data Collected: 120 85th Percentile (mph): 39 10 mph Pace: 29-38 Percent in Pace: 59%	B. Traffic Factors Average Daily Traffic (ADT): 799 Length of Segment (mi.): 0.61 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area Roadway Geometrics: This two-lane collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are no bicycle facilities.		
Speed Limit Justifications	It is recommended to lower the speed limit to 35 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Kavanagh Avenue Limits: Corral Hollow Road to Lincoln Boulevard Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 5.22.24 / Kavanagh Ave bet. Lincoln Blvd & Corral Hollow Rd Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 120 85th Percentile (mph): 32 10 mph Pace: 24-33 Percent in Pace: 93%	B. Traffic Factors Average Daily Traffic (ADT): 4,006 Length of Segment (mi.): 0.57 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 4 Accident Rate (Acc/MVM): 0.96 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area, elementary school, and park Roadway Geometrics: This two-lane undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are bicycle facilities located along the segment. Jacobson Elementary School and Robert Kenner Park are located south of the segment. There is a dialysis center located west of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 25 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Kavanagh Avenue Limits: Lincoln Boulevard to Tracy Boulevard Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 5.22.24 / Kavanagh Ave bet. Lincoln Blvd & Tracy Blvd Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 120 85th Percentile (mph): 35 10 mph Pace: 25-34 Percent in Pace: 78%	B. Traffic Factors Average Daily Traffic (ADT): 4,760 Length of Segment (mi.): 0.45 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 2 Accident Rate (Acc/MVM): 0.51 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area Roadway Geometrics: This two-lane undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are no bicycle facilities.		
Speed Limit Justifications	It is located in a residential district and should maintain the existing posted 25 mph Prima Facie speed limit per CVC 22352.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Lammers Road Limits: Eleventh Street to South City Limits Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.21.24 / Lammers Rd bet. 11th St & South City Limits Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 120 85th Percentile (mph): 53 10 mph Pace: 45-54 Percent in Pace: 78%	B. Traffic Factors Average Daily Traffic (ADT): 13,922 Length of Segment (mi.): 0.38 Street Classification: Major Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.10 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Residential area, undeveloped land, high school Roadway Geometrics: This two to six-lane predominantly divided major arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along some of the segment. Parking is not permitted along the segment. There are bicycle facilities. John C Kimball High School is located on the east side of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 45 mph radar enforced speed limit. It is located in a residential area with bicycle facilities and John C Kimball High School is located on the east side of the segment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Lauriana Lane Limits: Schulte Road to Cypress Drive Direction: NB/SB Existing Posted Speed Limit (mph): 30 Recommended Speed Limit (mph): 30		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.27.24 / Lauriana Ln bet. Schulte Rd & Cypress Dr Radar Enforced Posted Speed Limit (mph): 30 # Speed Data Collected: 120 85th Percentile (mph): 36 10 mph Pace: 27-36 Percent in Pace: 73%	B. Traffic Factors Average Daily Traffic (ADT): 4,357 Length of Segment (mi.): 0.35 Street Classification: Major Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.36 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area, elementary and middle school, park Roadway Geometrics: This two-lane divided major collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities. Louis J Villalovoz Elementary School, Earle E Williams Middle School, and Ceciliani Park are located on the east side of the segment.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 30 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E.	Title: Senior Project Manager Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Linne Road Limits: Corral Hollow Road to Chrisman Road Direction: EB/WB Existing Posted Speed Limit (mph): 50 Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 7.2.24 / Linne Rd bet. Corral Hollow Rd & Chrisman Rd Radar Enforced Posted Speed Limit (mph): 50 # Speed Data Collected: 118 85th Percentile (mph): 46 10 mph Pace: 37-46 Percent in Pace: 62%	B. Traffic Factors Average Daily Traffic (ADT): 7,483 Length of Segment (mi.): 1.75 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Industrial, residential, undeveloped land, middle school, and parks Roadway Geometrics: This two-lane undivided arterial roadway is located in the City of Tracy. This area features industrial, residential, and undeveloped areas. There is no curb, gutter, or sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities. There are two parks located north of the segment. Jefferson Middle School is located east of the segment. There are railroad tracks parallel to the segment on the north side.		
Speed Limit Justifications	Results of attached engineering & traffic survey information indicated bicycle facilities, two parks and Jefferson Middle School in the area which support CVC section 22358.6(a) for a reduction of 5 mph to a posted 45 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? Yes		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Macarthur Drive Limits: North City Limits to Interstate 205 Direction: NB/SB Existing Posted Speed Limit (mph): 40 Recommended Speed Limit (mph): 40		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.25.24 / Macarthur Dr bet. North City Limit & I-205 Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 120 85th Percentile (mph): 43 10 mph Pace: 32-41 Percent in Pace: 68%	B. Traffic Factors Average Daily Traffic (ADT): 1,125 Length of Segment (mi.): 0.34 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 6 Accident Rate (Acc/MVM): 8.60 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Undeveloped land Roadway Geometrics: This two-lane undivided arterial roadway is located in an undeveloped area within the City of Tracy. There is no curb, gutter, or sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities.		
Speed Limit Justifications	Results of attached engineering & traffic survey information with high collision rate and bicycle facilities support speed limit of 40 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Macarthur Drive Limits: Interstate 205 to Grant Line Road Direction: NB/SB Existing Posted Speed Limit (mph): 40 Recommended Speed Limit (mph): 40		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.21.24 / Macarthur Dr bet. I-205 & Grant Line Rd Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 122 85th Percentile (mph): 42 10 mph Pace: 33-42 Percent in Pace: 67%	B. Traffic Factors Average Daily Traffic (ADT): 15,959 Length of Segment (mi.): 0.68 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 7 Accident Rate (Acc/MVM): 0.35 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Industrial, commercial, and residential area Roadway Geometrics: This four-lane divided major arterial roadway is located within the City of Tracy. The area is features residential, industrial, and commercial spaces. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 40 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Macarthur Drive Limits: Eleventh Street to Grant Line Road Direction: NB/SB Existing Posted Speed Limit (mph): 40 Recommended Speed Limit (mph): 40			
Location Map			
LEGEND SCHOOL SPEED LIMIT I/S CONTROL			
Speed Factors			
A. Prevailing Speed Data Date / Location of Survey: 6.20.24 / Macarthur Dr bet. 11th St & Grant Line Rd Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 119 85th Percentile (mph): 39 10 mph Pace: 28-37 Percent in Pace: 69%	B. Traffic Factors Average Daily Traffic (ADT): 7,316 Length of Segment (mi.): 1.49 Street Classification: Arterial Terrain: Flat		
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 2 Accident Rate (Acc/MVM): 0.10 Statewide Average Accident Rate (Caltrans 2023): 1.00			
D. Roadway Conditions Adjacent Land Use: Industrial area Roadway Geometrics: This four-lane predominantly divided major arterial roadway is located in an industrial area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities.			
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 45 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.		
Speed Limit Change? No			
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.			
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager	
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer		
Approved and Authorized for release by the City of Tracy:			
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Macarthur Drive Limits: Valpico Road to Schulte Rd Direction: NB/SB Existing Posted Speed Limit (mph): 40 Recommended Speed Limit (mph): 40		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.25.24 / Macarthur Dr bet. Valpico Rd & Schulte Rd Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 120 85th Percentile (mph): 46 10 mph Pace: 35-44 Percent in Pace: 77%	B. Traffic Factors Average Daily Traffic (ADT): 3,937 Length of Segment (mi.): 1.00 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 9 Accident Rate (Acc/MVM): 1.25 Statewide Average Accident Rate (Caltrans 2023): 1.27		
D. Roadway Conditions Adjacent Land Use: Residential area and undeveloped land Roadway Geometrics: This four-lane divided and undivided major arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along the segment. There are bicycle facilities. There is an urgent care located on the south end of the segment. There is a Jehova's Witness Church located on the east side of the segment. There is undeveloped land located on the west and north sides of the segment.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 40 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Macarthur Drive Limits: Valpico Road to Fairoaks Drive Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 40			
Location Map			
LEGEND SCHOOL SPEED LIMIT I/S CONTROL			
Speed Factors			
A. Prevailing Speed Data Date / Location of Survey: 6.21.24 / Macarthur Dr bet. Valpico Rd & Fairoaks Dr Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 120 85th Percentile (mph): 47 10 mph Pace: 36-45 Percent in Pace: 70%	B. Traffic Factors Average Daily Traffic (ADT): 5,016 Length of Segment (mi.): 0.57 Street Classification: Arterial Terrain: Flat		
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12			
D. Roadway Conditions Adjacent Land Use: Residential area and elementary school Roadway Geometrics: This two-lane undivided arterial roadway located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are bicycle facilities. Tom Hawkins Elementary School is located on the west side of the segment. There is an urgent care center located north of the segment.			
Speed Limit Justifications	Results of attached engineering & traffic survey information showed bicycle facilities and Tom Hawkins Elementary School on the segment which support a reduction of 5mph to a posted speed limit of 40 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).		
Speed Limit Change? Yes			
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.			
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager		
Approved and Authorized for release by the City of Tracy:			
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:	



Street: Macarthur Drive Limits: Fairoaks Road to South City Limits Direction: NB/SB Existing Posted Speed Limit (mph): 40 Recommended Speed Limit (mph): 35		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.25.24 / Macarthur Dr bet. Fairoaks Rd & South City Limits Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 120 85th Percentile (mph): 36 10 mph Pace: 27-36 Percent in Pace: 81%	B. Traffic Factors Average Daily Traffic (ADT): 3,397 Length of Segment (mi.): 0.44 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.37 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area, industrial buildings, and undeveloped land Roadway Geometrics: This two-lane undivided arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along some of the segment. Parking is not permitted along the segment. There are no bicycle facilities. There are industrial buildings and undeveloped land on the south end of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information showed bicycle facilities and residential area which support reduction of 5 mph to a posted 35 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment CVC section 22358.6(a).	
Speed Limit Change? Yes		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Mount Diablo Avenue Limits: Central Avenue to Tracy Boulevard Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25	
Location Map	
LEGEND SCHOOL SPEED LIMIT I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data Date / Location of Survey: 6.27.24 / Mt Diablo Ave bet. Central Ave & Tracy Blvd Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 113 85th Percentile (mph): 34 10 mph Pace: 23-32 Percent in Pace: 68%	B. Traffic Factors Average Daily Traffic (ADT): 1,570 Length of Segment (mi.): 0.5 Street Classification: Collector Terrain: Flat
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12	
D. Roadway Conditions Adjacent Land Use: Residential area, elementary school, undeveloped land Roadway Geometrics: This two-lane undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are bicycle facilities. South/West Park Elementary School is located on the south side of the segment. There is some undeveloped land throughout the segment.	
Speed Limit Justifications	There are bicycle facilities and South/West Park Elementary School is located on the south side of the segment. It is located in a residential district and should maintain the existing posted 25 mph Prima Facie speed limit per CVC 22352.
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager
Approved and Authorized for release by the City of Tracy:	
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:



Street: Mount Diablo Boulevard Limits: Central Avenue to MacArthur Drive Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.27.24 / Mt Diablo Ave bet. Central Ave & MacArthur Dr Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 123 85th Percentile (mph): 33 10 mph Pace: 21-30 Percent in Pace: 76%	B. Traffic Factors Average Daily Traffic (ADT): 1,657 Length of Segment (mi.): 0.5 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.66 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area, elementary school, park, church, undeveloped land Roadway Geometrics: This two-lane undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along the segment. There are bicycle facilities. Bohn Elementary School, Pleasant Valley Baptist Church, and Stevens Park are all next to each other located south of the segment. There is a railroad crossing located on the west end of the segment. There is undeveloped land on the east end of the segment.		
Speed Limit Justifications	There are bicycle facilities and Bohn Elementary School is located on the south side of the segment. It is located in a residential district and should maintain the existing posted 25 mph Prima Facie speed limit per CVC 22352.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street: Naglee Road Limits: North City Limits to Grant Line Road Direction: NB/SB Existing Posted Speed Limit (mph): 35 Recommended Speed Limit (mph): 35		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.26.24 / Naglee Rd bet. North City Limits & Grant Line Rd Radar Enforced Posted Speed Limit (mph): 35 # Speed Data Collected: 119 85th Percentile (mph): 41 10 mph Pace: 31-40 Percent in Pace: 66%	B. Traffic Factors Average Daily Traffic (ADT): 5,609 Length of Segment (mi.): 0.75 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 14 Accident Rate (Acc/MVM): 1.82 Statewide Average Accident Rate (Caltrans 2023): 1.00		
D. Roadway Conditions Adjacent Land Use: Commercial area Roadway Geometrics: This two to four-lane primarily divided collector roadway is located in a commercial area within the City of Tracy. There is curb, gutter, and sidewalk located along some of the segment. Parking is not permitted along this segment. There are bicycle facilities. There are commercial establishments located throughout the segment and undeveloped land on the north end.		
Speed Limit Justifications	Results of attached engineering & traffic survey information and high crash rate support maintaining the posted speed limit of 35 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street:	Schulte Road		
Limits:	Tracy Boulevard to Corral Hollow Road		
Direction:	EB/WB		
Existing Posted Speed Limit (mph):	40		
Recommended Speed Limit (mph):	40		
Location Map			
LEGEND			
SCHOOL			
SPEED LIMIT			
I/S CONTROL			
Speed Factors			
A. Prevailing Speed Data		B. Traffic Factors	
Date / Location of Survey	6.25.24 / Schulte Rd bet. Tracy Blvd & Corral Hollow Rd	Average Daily Traffic (ADT)	15,064
Radar Enforced Posted Speed Limit (mph)	40	Length of Segment (mi.)	1.44
# Speed Data Collected	120	Street Classification	Arterial
85th Percentile (mph)	44	Terrain	Flat
10 mph Pace	36-45		
Percent in Pace	75%		
C. Collision History			
Date Range Covered	Jan 2020 - June 2025		
Total Collisions	2		
Accident Rate (Acc/MVM)	0.05		
Statewide Average Accident Rate (Caltrans 2023)	1.00		
D. Roadway Conditions			
Adjacent Land Use	Residential area, middle school, park, and commercial establishments		
Roadway Geometrics	This four-lane divided arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along this segment. There are bicycle facilities. Earle E Williams Middle School is located north of the segment. Tracy Press Park is located near the east end of the segment. There are commercial establishments located on the east end of the segment.		
Speed Limit Justifications	It is recommended to lower the speed limit to 40 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).		
Speed Limit Change?		No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.			
Submitted By:	Christopher Thnay, PE	Title:	Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer		
Approved and Authorized for release by the City of Tracy:			
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Schulte Road	
Limits: Mabel Josephine Drive to Barcelona Drive	
Direction: EB/WB	
Existing Posted Speed Limit (mph): 40	
Recommended Speed Limit (mph): 40	
Location Map	
LEGEND SCHOOL SPEED LIMIT I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data Date / Location of Survey: 7.2.24 / Schulte Rd bet. Josephine Dr & Barcelona Dr Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 120 85th Percentile (mph): 45 10 mph Pace: 31-40 Percent in Pace: 55%	B. Traffic Factors Average Daily Traffic (ADT): 3,580 Length of Segment (mi.): 0.5 Street Classification: Arterial Terrain: Flat
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 2 Accident Rate (Acc/MVM): 0.61 Statewide Average Accident Rate (Caltrans 2023): 1.12	
D. Roadway Conditions Adjacent Land Use: Residential area Roadway Geometrics: This two-lane divided arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along this segment. There are bicycle facilities. There is undeveloped land north-west of the segment.	
Speed Limit Justifications	It is recommended to lower the speed limit to 40 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager
Approved and Authorized for release by the City of Tracy:	
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:



Street: Starflower Drive Limits: Corral Hollow Road to Dove Street Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25			
Location Map			
LEGEND SCHOOL SPEED LIMIT I/S CONTROL			
Speed Factors			
A. Prevailing Speed Data Date / Location of Survey: 1.29.24 / Starflower Dr bet. Corral Hollow Rd & Dove St Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 120 85th Percentile (mph): 32 10 mph Pace: 25-34 Percent in Pace: 79%	B. Traffic Factors Average Daily Traffic (ADT): 2,117 Length of Segment (mi.): 0.35 Street Classification: Collector Terrain: Flat		
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12			
D. Roadway Conditions Adjacent Land Use: Residential area Roadway Geometrics: This two-lane predominantly undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along this segment. There are bicycle facilities. There is undeveloped land to the west of the segment.			
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 25 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).		
Speed Limit Change? No			
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.			
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager		
Approved and Authorized for release by the City of Tracy:			
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:	



Street: Sycamore Parkway Limits: Tracy Boulevard to Valpico Road Direction: NB/SB Existing Posted Speed Limit (mph): 30 Recommended Speed Limit (mph): 30		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 2.8.24 / Sycamore Pkwy bet. Tracy Blvd & Valpico Rd Radar Enforced Posted Speed Limit (mph): 30 # Speed Data Collected: 127 85th Percentile (mph): 34 10 mph Pace: 25-34 Percent in Pace: 76%	B. Traffic Factors Average Daily Traffic (ADT): 1,397 Length of Segment (mi.): 0.23 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area, park, and daycare Roadway Geometrics: This two-lane divided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along this segment. There are bicycle facilities. Edgar Thoming Park and Tender Loving Daycare are located within the segment.		
Speed Limit Justifications	It is recommended to lower the speed limit to 30 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Tennis Lane Limits: Corral Hollow Road to Jill Drive Direction: EB/WB Existing Posted Speed Limit (mph): 25 Recommended Speed Limit (mph): 25		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 7.3.24 / Tennis Ln bet. Corral Hollow Rd & Jill Dr Radar Enforced Posted Speed Limit (mph): 25 # Speed Data Collected: 121 85th Percentile (mph): 31 10 mph Pace: 21-30 Percent in Pace: 79%	B. Traffic Factors Average Daily Traffic (ADT): 2,845 Length of Segment (mi.): 0.5 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.39 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Residential area and park Roadway Geometrics: This two-lane predominantly undivided collector roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is permitted along this segment. There are bicycle facilities. Verner Hanson Park is located on the west end of the segment.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 25 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:





Street:	Tracy Boulevard
Limits:	Sixth Street to Schulte Road
Direction:	NB/SB
Existing Posted Speed Limit (mph):	40
Recommended Speed Limit (mph):	40

Location Map

<p>LEGEND</p> <p>SCHOOL </p> <p>SPEED LIMIT </p> <p>I/S CONTROL </p>	
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Speed Factors

A. Prevailing Speed Data		B. Traffic Factors	
Date / Location of Survey	4.29.24 / Tracy Blvd bet. 6th St & Schulte Rd	Average Daily Traffic (ADT)	26,376
Radar Enforced Posted Speed Limit (mph)	40	Length of Segment (mi.)	0.85
# Speed Data Collected	120	Street Classification	Arterial
85th Percentile (mph)	45	Terrain	Flat
10 mph Pace	36-45		
Percent in Pace	69%		

C. Collision History	
Date Range Covered	Jan 2020 - June 2025
Total Collisions	13
Accident Rate (Acc/MVM)	0.32
Statewide Average Accident Rate (Caltrans 2023)	1.00

D. Roadway Conditions	
Adjacent Land Use	Residential and commercial areas
Roadway Geometrics	This four-lane predominantly divided arterial roadway is located in a predominantly residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along this segment. There are bicycle facilities. There are commercial establishments located at the north and south ends of the segment.

Speed Limit Justifications

It is recommended to lower the speed limit to 40 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).

Speed Limit Change? **No**

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Submitted By: Christopher Thnay, PE
 Reviewed By: Sharat Bandugula, P.E.
 Title: Asst. City Engineer

Title: Senior Project Manager



Approved and Authorized for release by the City of Tracy:

Signed By: **Habibullah Habib, P.E.**

Title: Senior Civil Engineer

Date:



Street: Tracy Boulevard Limits: Schulte Road to Valpico Road Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 4.29.24 / Tracy Blvd bet. Schulte Rd & Valpico Rd Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 121 85th Percentile (mph): 47 10 mph Pace: 36-45 Percent in Pace: 72%	B. Traffic Factors Average Daily Traffic (ADT): 19,054 Length of Segment (mi.): 1.01 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 6 Accident Rate (Acc/MVM): 0.17 Statewide Average Accident Rate (Caltrans 2023): 1.27		
D. Roadway Conditions Adjacent Land Use: Residential and commercial areas Roadway Geometrics: This four-lane divided and undivided arterial roadway is located in a predominantly residential area within the City of Tracy. There is curb, gutter, and sidewalk located along the segment. Parking is not permitted along this segment. There are bicycle facilities. There are commercial establishments located at the north and south ends of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 45 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Western Pacific Way Limits: Corral Hollow Road to West City Limits Direction: EB/WB Existing Posted Speed Limit (mph): 50 Recommended Speed Limit (mph): 50	
Location Map	
LEGEND SCHOOL SPEED LIMIT I/S CONTROL	
Speed Factors	
A. Prevailing Speed Data Date / Location of Survey: 7.1.24 / Western Pacific Way bet. Corral Hollow Rd & West City Limit Radar Enforced Posted Speed Limit (mph): 50 # Speed Data Collected: 120 85th Percentile (mph): 54 10 mph Pace: 46-55 Percent in Pace: 64%	B. Traffic Factors Average Daily Traffic (ADT): 3,261 Length of Segment (mi.): 1.77 Street Classification: Collector Terrain: Flat
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.09 Statewide Average Accident Rate (Caltrans 2023): 1.12	
D. Roadway Conditions Adjacent Land Use: Undeveloped land Roadway Geometrics: This two-lane undivided collector roadway is located in an undeveloped area within the City of Tracy. There is no curb, gutter, or sidewalk along the segment. Parking is not permitted along this segment. There are no bicycle facilities. There are railroad tracks south of the segment.	
Speed Limit Justifications	It is recommended to lower the speed limit to 50 mph via rounding down 5 mph from the nearest 85th percentile speed, per CVC section 22358.6(c).
Speed Limit Change? No	
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.	
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager
Approved and Authorized for release by the City of Tracy:	
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:



Street:	Whispering Wind Drive			
Limits:	Tracy Boulevard to Middlefield Drive			
Direction:	EB/WB			
Existing Posted Speed Limit (mph):	30			
Recommended Speed Limit (mph):	30			
Location Map				
LEGEND				
SCHOOL				
SPEED LIMIT				
I/S CONTROL				
Speed Factors				
A. Prevailing Speed Data		B. Traffic Factors		
Date / Location of Survey	6.26.24 / Whispering Wind Dr bet. Tracy Blvd & Middlefield Dr	Average Daily Traffic (ADT)	4,903	
Radar Enforced Posted Speed Limit (mph)	30	Length of Segment (mi.)	0.68	
# Speed Data Collected	121	Street Classification	Collector	
85th Percentile (mph)	38	Terrain	Flat	
10 mph Pace	28-37			
Percent in Pace	69%			
C. Collision History				
Date Range Covered	Jan 2020 - June 2025			
Total Collisions	1			
Accident Rate (Acc/MVM)	0.16			
Statewide Average Accident Rate (Caltrans 2023)	1.27			
D. Roadway Conditions				
Adjacent Land Use	Residential area and elementary school			
Roadway Geometrics	This four-lane predominantly undivided arterial roadway is located in a residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are bicycle facilities. Anthony Traina Elementary School, district office, and park located north of the segment.			
Speed Limit Justifications		Results of attached engineering & traffic survey information support CVC section 22358.8 maintaining the existing posted 30 mph radar enforced speed limit. It is located in a residential area with bicycle facilities and Anthony Traina Elementary School is located on the north side of the segment.		
Speed Limit Change?		No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.				
Submitted By:	Christopher Thnay, PE	Title:	Senior Project Manager	
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer			
Approved and Authorized for release by the City of Tracy:				
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:	



Street: Whispering Wind Drive Limits: Regis Drive to Tracy Boulevard Direction: EB/WB Existing Posted Speed Limit (mph): 30 Recommended Speed Limit (mph): 30		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.26.24 / Whispering Wind Dr bet. Regis Dr & Tracy Blvd Radar Enforced Posted Speed Limit (mph): 30 # Speed Data Collected: 120 85th Percentile (mph): 28 10 mph Pace: 21-30 Percent in Pace: 95%	B. Traffic Factors Average Daily Traffic (ADT): 5,365 Length of Segment (mi.): 0.14 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.73 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Commercial & residential areas Roadway Geometrics: This two-lane divided arterial roadway is located in a commercial and residential area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are no bicycle facilities. There is undeveloped land north of the segment. There are railroad crossing tracks near the east end of the segment.		
Speed Limit Justifications	Results of attached engineering & traffic survey information support CVC section 22358.6(a) maintaining the existing posted 30 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street:	Chrisman Road
Limits:	Grant Line Road to Paradise Avenue
Direction:	NB/SB
Existing Posted Speed Limit (mph):	40
Recommended Speed Limit (mph):	40

Location Map

<p>LEGEND</p> <p>SCHOOL </p> <p>SPEED LIMIT </p> <p>I/S CONTROL </p>	
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Speed Factors

A. Prevailing Speed Data		B. Traffic Factors	
Date / Location of Survey	7.1.24 / Chrisman Rd bet. Grant Line Rd & Paradise Ave	Average Daily Traffic (ADT)	666
Radar Enforced Posted Speed Limit (mph)	40	Length of Segment (mi.)	0.23
# Speed Data Collected	119	Street Classification	Arterial
85th Percentile (mph)	39	Terrain	Flat
10 mph Pace	26-35		
Percent in Pace	61%		

C. Collision History	
Date Range Covered	Jan 2020 - June 2025
Total Collisions	2
Accident Rate (Acc/MVM)	7.15
Statewide Average Accident Rate (Caltrans 2023)	1.00

D. Roadway Conditions	
Adjacent Land Use	Industrial area
Roadway Geometrics	This four-lane divided arterial roadway is located in an industrial area within the City of Tracy. There is curb, gutter, and sidewalk along the segment. Parking is not permitted along the segment. There are no bicycle facilities.

Speed Limit Justifications	Results of attached engineering & traffic survey information with high crash rate support CVC section 22358.6(a) maintaining the existing posted 40 mph radar enforced speed limit via rounding of the measured 85th Percentile speed to the nearest 5 mph increment.
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Speed Limit Change?	No
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This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	



Approved and Authorized for release by the City of Tracy:

Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:
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Street: Chrisman Road		
Limits: Paradise Avenue to Railroad Tracks (South End)		
Direction: NB/SB		
Existing Posted Speed Limit (mph): 40		
Recommended Speed Limit (mph): 40		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 7.1.24 / Chrisman Rd bet. Paradise Ave & Railroad Tracks (South End) Radar Enforced Posted Speed Limit (mph): 40 # Speed Data Collected: 119 85th Percentile (mph): 42 10 mph Pace: 25-34 Percent in Pace: 48%	B. Traffic Factors Average Daily Traffic (ADT): 3,327 Length of Segment (mi.): 0.37 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 1 Accident Rate (Acc/MVM): 0.45 Statewide Average Accident Rate (Caltrans 2023): 1.27		
D. Roadway Conditions Adjacent Land Use: Industrial area Roadway Geometrics: This two and four-lane undivided arterial roadway is located in an industrial area within the City of Tracy. There is curb, gutter, and sidewalk on about half of the segment. Parking is not permitted along the segment. There are no bicycle facilities.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 40 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By:	Christopher Thnay, PE	Title: Senior Project Manager
Reviewed By:	Sharat Bandugula, P.E. Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer
		Date:



Street: Pescadero Avenue Limits: Macarthur Drive to 0.5 Miles East of Macarthur Drive Direction: EB/WB Existing Posted Speed Limit (mph): 35 Recommended Speed Limit (mph): 35		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 6.28.24 / Pescadero Ave bet. Macarthur Dr & 0.5 miles e/o Macarthur Dr Radar Enforced Posted Speed Limit (mph): 35 # Speed Data Collected: 120 85th Percentile (mph): 41 10 mph Pace: 32-41 Percent in Pace: 53%	B. Traffic Factors Average Daily Traffic (ADT): 5,301 Length of Segment (mi.): 0.5 Street Classification: Arterial Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 0 Accident Rate (Acc/MVM): 0.00 Statewide Average Accident Rate (Caltrans 2023): 1.12		
D. Roadway Conditions Adjacent Land Use: Industrial area Roadway Geometrics: This two-lane divided and undivided minor arterial roadway is located in an industrial area within the City of Tracy. There is curb, gutter, and sidewalk along for most of the segment. Parking is permitted along most of the segment. There are no bicycle facilities.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 35 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E. Title: Asst. City Engineer	Title: Senior Project Manager	
Approved and Authorized for release by the City of Tracy:		
Signed By: Habibullah Habib, P.E.	Title: Senior Civil Engineer	Date:



Street: Hansen Road Limits: Interstate 205 to Schulte Road Direction: NB/SB Existing Posted Speed Limit (mph): 45 Recommended Speed Limit (mph): 45		
Location Map		
LEGEND SCHOOL SPEED LIMIT I/S CONTROL		
Speed Factors		
A. Prevailing Speed Data Date / Location of Survey: 7.1.24 / Hansen Rd bet. I-205 & Schulte Rd Radar Enforced Posted Speed Limit (mph): 45 # Speed Data Collected: 119 85th Percentile (mph): 46 10 mph Pace: 33-42 Percent in Pace: 48%	B. Traffic Factors Average Daily Traffic (ADT): 2,779 Length of Segment (mi.): 1.32 Street Classification: Collector Terrain: Flat	
C. Collision History Date Range Covered: Jan 2020 - June 2025 Total Collisions: 3 Accident Rate (Acc/MVM): 0.45 Statewide Average Accident Rate (Caltrans 2023): 1.27		
D. Roadway Conditions Adjacent Land Use: Industrial & agricultural area Roadway Geometrics: This two and four-lane undivided and divided collector roadway located in an industrial and agricultural area in the City of Tracy. There is curb, gutter, and sidewalk until 1,110 feet north of Promontory Parkway. Parking is not permitted along this segment. There are no bicycle facilities.		
Speed Limit Justifications	It is recommended to maintain the posted speed limit of 45 mph via downward rounding of the 85th percentile speed to the nearest 5 mph, and additional rounding by 5 mph, per CVC section 22358.6(b).	
Speed Limit Change? No		
This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.		
Submitted By: Christopher Thnay, PE Reviewed By: Sharat Bandugula, P.E.	Title: Senior Project Manager Title: Asst. City Engineer	
Approved and Authorized for release by the City of Tracy:		
Signed By:	Habibullah Habib, P.E.	Title: Senior Civil Engineer Date:

Agenda Item 1.1

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an On-Call List for Architectural Design Services for five years.

EXECUTIVE SUMMARY

This agenda item seeks approval of an On-Call List (List) to provide Architectural Design services for five years. Whenever staff shortages, peak workloads, or project complexity mandate external assistance, consultants have been called upon to perform various tasks needed to complete work. Having selected qualified firms on the List for the necessary work will ensure that the various services can be obtained in a timely manner to keep up with demand for delivering projects.

The Engineering Division staff advertised a Request for Proposals (RFP) in accordance with the Tracy Municipal Code (TMC), Section 2.20.140, on October 13, 2025, to solicit experienced and qualified consultants to provide On-Call Architectural Design Services for Engineering projects. The City's Selection Committee reviewed all 11 proposals received and recommends that all proposing consultant firms be added to the List for five years, as they possess the skills, experience, competence, professional qualifications, and certifications required to provide the Architectural Design Services requested by the City.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Public Works Department includes the Engineering, Utilities, Operations, Airport, and Transit Divisions, which collectively manage a variety of projects that require specialized expertise services such as Architectural Design Services outlined in the RFP. The proposed List will allow staff to increase their current workload capacity to meet the demand for delivering projects in a timely fashion.

On October 13, 2025, staff advertised an RFP in accordance with TMC Section 2.20.140 to solicit experienced and qualified consultants for On-Call Architectural Design Services. These services include project management, coordination, architectural design, and expertise in building conservation, historic preservation, sustainability, and the integration of older structures within the community. Additional services encompass design services for transit, airport, and park facilities with expertise in geotechnical investigations, mechanical, electrical, plumbing, HVAC, fire suppression design, utility location, potholing, coordination with external agencies, technical assistance with bid documents and contracts, drafting, environmental permitting, compliance documentation, report preparation, recommendations, cost estimation, and conclusion formulation.

ANALYSIS

On November 7, 2025, the City received 11 proposals in response to the RFP for On-Call Architectural Design Services:

- Architecture Plus, Inc. (API), of Modesto, California
- Barry & Wynn Architects, Inc., of Danville, California
- COAR Design Group, of Santa Rosa, California
- CSHQA, Inc., of Sacramento, California
- DAHLIN Group, Inc., of Pleasanton, California
- Interactive Resources, Inc., of Richmond, California
- LDA Partners, Inc., Stockton, California
- NJ Associates, Inc. (NJA Architecture), of Lodi, California
- NORR Associates, Inc., Sacramento, California
- Studio C, of Walnut Creek, California
- The KPA Group, of Livermore, California

The City's Internal Selection Committee (Committee), consisting of staff from Engineering, Planning, Parks, and Transit, evaluated all proposals received based on the criteria described in the RFP.

- The experience and past performance of the firm, its agents, and employees in completing projects of various types, sizes, and complexity.
- The firm's ability to provide timely and accurate documentation, staff quality, and availability of key personnel, as well as the value of service.
- The flexibility of the proposal based on past performance, cost schedules, and methodologies used by the firm to complete projects.
- The firm's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to the Request for Proposal.

The Committee concluded that all 11 consulting firms have the skills, experience, competence, professional qualifications, and certifications necessary to deliver the services requested by the City, and therefore recommends placing all of them on the List for five years.

This List will improve efficiency in procuring architectural design services and does not commit the City or its budgets to a particular scope of work until the City needs it. Having previously undertaken the public contracting procedures for each consultant on the List, the City may more readily proceed with contracting one of the consultants when project needs arise, and return to the City Council for a separate approval of a project-specific Professional Services Agreement (PSA) or a Master Professional Services Agreement (MPSA). Staff anticipates that all consultants on the List will have opportunities to provide services.

FISCAL IMPACT

The cost of the work to be performed by these qualified consultants will be cost-recoverable in part through developer fees, CIP budgets, and certain grant-funded project budgets. Funding for any future PSAs or MPSAs with any of the qualified consultants will be on a fiscal year basis within the department's annual adopted budget, and the amount expended between all consultants may not exceed the fiscal year budget appropriation.

CEQA DETERMINATION

The approvals requested in this item are "planning and feasibility services" and, therefore, are not considered a "project" as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions that may have potentially significant environmental impacts are taken, such as development project approvals or project construction.

STRATEGIC PLAN

This agenda item supports the City of Council's adopted Public Safety, and Infrastructure strategic priorities, which are to support construction of public safety facilities such as Police, Fire, Animal Shelter, Hospital, and to support Regional Transit Systems and related infrastructure.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving an On-Call List for Architectural Design Services for five years.

Prepared by: Bernardo Bustamante, PE, Senior Civil Engineer

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Felicia Galindo, Budget Officer
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

TRACY CITY COUNCIL
RESOLUTION 2026-_____

APPROVING AN ON-CALL LIST FOR ARCHITECTURAL DESIGN SERVICES FOR FIVE YEARS.

WHEREAS, the City of Tracy Public Works Department includes the Engineering, Utilities, Operations, Airport, and Transit Divisions, which collectively manage a variety of projects that require specialized expertise services such as Architectural Design Services outlined in the Request for Proposal (RFP); and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these Architectural Design Services tasks; and

WHEREAS, on October 13, 2025, staff advertised an RFP in accordance with TMC Section 2.20.140 to solicit experienced and qualified consultants for On-Call Architectural Design Services; and

WHEREAS, the requested services include project management, coordination, architectural design, and expertise in building conservation, historic preservation, sustainability, and the integration of older structures within the community. Additional services encompass design services for transit, airport, and park facilities with expertise in geotechnical investigations, mechanical, electrical, plumbing, HVAC, fire suppression design, utility location, potholing, coordination with external agencies, technical assistance with bid documents and contracts, drafting, environmental permitting, compliance documentation, report preparation, recommendations, cost estimation, and conclusion formulation; and

WHEREAS, on November 7, 2025, the City received 11 proposals to provide the required services, as shown below:

- Architecture Plus, Inc. (API), of Modesto, California
- Barry & Wynn Architects, Inc., of Danville, California
- COAR Design Group, of Santa Rosa, California
- CSHQA, Inc., of Sacramento, California
- DAHLIN Group, Inc., of Pleasanton, California
- Interactive Resources, Inc., of Richmond, California
- LDA Partners, Inc., Stockton, California

- NJ Associates, Inc. (NJA Architecture), of Lodi, California
- NORR Associates, Inc., Sacramento, California
- Studio C, of Walnut Creek, California
- The KPA Group, of Livermore, California; and

WHEREAS, the City’s Internal Selection Committee (Committee), consisting of staff from Engineering, Planning, Parks, and Transit, evaluated all proposals received based on the criteria described in the RFP; and

WHEREAS, the Committee concluded that all 11 consulting firms have the skills, experience, competence, professional qualifications, and certifications necessary to deliver the services requested by the City, and therefore recommends placing all of them on the List for five years; and

WHEREAS, the City will utilize such services on an On-Call basis, and the City will execute Master Professional Services Agreements with each consultant and issue Task Orders for the scope of work needed, through future City Council action, as may be needed to comply with the Tracy Municipal Code; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves an On-Call List for five years for all the 11 consulting firms, for Architectural Design Services; and be it

FURTHER RESOLVED: That the City Council directs staff to return for future approvals of any specific agreement with any specific firm listed on the foregoing List, to the extent that may be needed for either budgetary or contract authority under the Tracy Municipal Code; and be it

FURTHER RESOLVED: The approval requested in this item is “planning and feasibility services” and, therefore, is not considered a “project” as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January 2026 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

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting offsite improvements for Phase 1 of the Valpico Road Improvement Plans for Tracy Village – Tract 3917 as complete and assuming all future operations and maintenance, (2) approving a Public Landscape Maintenance Agreement between the City of Tracy and Toll West, Inc., a Delaware Corporation, for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development, a Delaware Corporation, (3) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, and (4) 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 offsite improvements for Phase 1 of the Valpico Road Improvement Plans for Tracy Village – Tract 3917, located east of Corral Hollow Road, constructed by Toll West, Inc., a Delaware Corporation (Developer), as complete and the City to assume all future operations and maintenance. Staff also requests City Council approval of a Public Landscape Maintenance Agreement (MA) between the City of Tracy and the Developer for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development. The MA establishes the required scope of work, service frequency, and maintenance standards, and assigns responsibility for maintaining landscaping within the public right-of-way to the Developer.

This item further seeks authorization for the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement (OIA) and allow the City Clerk to file the Notice of Completion with the San Joaquin County Recorder’s Office.

BACKGROUND AND LEGISLATIVE HISTORY

On May 15, 2018, by Resolution No. 2018-087, City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report (EIR). Conditions of Approval for the Vesting Tentative Subdivision Map included a requirement to construct the widening of Valpico Road and installation of public infrastructure to support the Regency at Tracy Lakes Development.

On September 7, 2021, by Resolution No. 2021-125, City Council approved a Deferred Improvement Agreement for certain public improvements required by the Conditions of

Approval, including the construction of Phase 2 of the improvements on the north side of Valpico Road.

On October 27, 2021, pursuant to Emergency Ordinance 1273, City Manager approved an OIA for Phase 1 of Valpico Road Improvement Plans Tracy Village – Tract 3917, attached hereto as Attachment A.

On October 4, 2022, by Resolution No. 2022-148, City Council approved the Final Map of Tract 3917 Tracy Village Neighborhood 5A. The Final Map included a fee dedication of 3.72 acres for the widening of Valpico Road along the Tracy Village frontage. The Valpico Road dedication was accepted by the City Clerk, subject to satisfactory completion of improvements required by the OIA. The completion of these Phase 1 improvements on the south side of Valpico Road is the subject of this Council acceptance action.

On February 20, 2024, by Resolution No. 2024-022, the City Council terminated that Deferred Improvement Agreement and approved a new OIA for the construction of Phase 2 of Valpico Road improvements. Phase 2 improvements include required improvements on the north side of Valpico Road to be installed after completion of Rule 20 utility undergrounding work by Pacific Gas & Electric (PG&E). Phase 2 improvements and PG&E Rule 20 utility undergrounding work will require the acquisition of right-of-way from the properties along the north side of Valpico Road. The Developer is in the process of acquiring these rights-of-way, however these acquisitions were not required for the Phase 1 improvements covered under the OIA. The completion and acceptance of the Phase 2 improvements, on the north side of Valpico Road, will be the subject of a future City Council item.

The Developer has completed construction of Phase 1 of the Valpico Road improvements, from Corral Hollow Road to Sycamore Parkway, in accordance with the OIA, project plans, specifications, and Conditions of Approval for the Regency at Tracy Lakes Development. The Developer has requested City acceptance of the improvements.

ANALYSIS

The OIA required Developer to perform the scope of work defined in the following plan sets (the Work):

- “Improvement Plans for Valpico Road, Tracy Village”, prepared by CBG Civil Engineers, consisting of 22 sheets,
- “Traffic Signal Plans Valpico Road at TBD Road”, prepared by TJKM & Associates, consisting of 3 sheets,
- “Tracy Village Tract #3917 Valpico Road Landscape Improvement Plans”, prepared by SMP Environmental Design, consisting of 17 sheets,

- “Tracy Village Phase 1 MLX Joint Trench Plans”, prepared by Giacalone Design Services, consisting of 11 sheets,
- “Tracy Village Phase 1 MLX Public Street Light Plans”, prepared by Giacalone Design Services, consisting of 4 sheets.

As a condition of the development’s approval, the City required a long-term landscape maintenance mechanism to ensure consistent upkeep of public improvements. Under the OIA, the Developer must maintain, repair, and replace designated public landscape improvements for 50 years, with automatic 10-year renewal terms unless terminated by either party.

The MA, attached hereto as Attachment B,” benefits the City by ensuring responsive and locally accountable maintenance, reducing City costs and liability, and supporting long-term sustainability. All maintenance costs will be fully funded by the Developer, and later the Homeowner’s Association (HOA). To guarantee continuity, the property has been annexed into the Community Facilities District (CFD) No. 2021-2, authorizing a contingent special tax that activates only if the Developer or HOA can no longer meet the required standards of maintenance. No General Fund revenue will be used.

An Assignment and Assumption Agreement, subject to City consent, will allow the Regency at Tracy Lakes HOA to assume these obligations. Once executed by all parties, the HOA takes on all operations and maintenance responsibilities, and the Developer is released from further duties.

Developer has completed all the work required to be done in accordance with the Agreement and has requested acceptance of the offsite improvements. The City Engineer has inspected the completed Work and confirmed that the improvements conform to the Agreement and City plans and specifications.

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

Bond Type	Amount
Faithful Performance	\$ 5,154,000
Labor and Material	\$ 5,154,000
Warranty	\$ 515,400

Faithful Performance bonds may be released upon acceptance of improvements by the City Council. Labor and Material bonds may be released six months after recordation of Notice of Completion as statute of limitations period expires in accordance with Tracy Municipal Code and Civil Code §9356. The Warranty bond will be retained by the City and shall be released one year after City Council acceptance of improvements, and any warranty work is completed. A total of 3.72 acres for the south side of Valpico Road was dedicated in fee to the City by Final Map of Tract No. 3917 Tracy Village Neighborhood 5A and accepted by the City Clerk subject to satisfactory completion of improvements

thereon. Land value is estimated at \$375,000. Filing of Notice of Completion with the San Joaquin County Recorder's Office of Phase 1 by the City Clerk will commemorate satisfactory completion of improvements.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the Agreement and there was no fiscal impact to the City for the construction cost.

The adjusted estimated cost of the public improvements is as follows:

Roadway Improvements	\$ 2,225,511
Sanitary Sewer	\$ 399,108
Storm Drainage	\$ 871,926
Water	\$ 279,070
Recycled Water	\$ 947,233
Traffic Signal	\$ 275,000
Street Lighting	\$ 671,412
Landscaping	\$ 352,495
Total	\$ 6,021,755

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Project construction activities were coordinated with City of Tracy Public Works Operations Division and the Parks, Recreation, and Community Services Department.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

Prior to commencement of construction, an analysis of the project showed that there would be no significant onsite or offsite environmental impacts as a result of this particular project, which were not already analyzed in the Final Revised Environmental Impact Report (EIR) certified by City Council on May 15, 2018, for the Tracy Village Specific Plan (SCH#2016112016). No new evidence of potentially significant environmental effects was identified as a result of the completion and operation of these street improvements. Therefore, no further environmental review was necessary.

STRATEGIC PLAN

This agenda item is consistent with the approved City Council Strategic Priority's Infrastructure Goal to support Regional Transit systems and infrastructure.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting offsite improvements for Phase 1 of the Valpico Road Improvement Plans for Tracy Village – Tract 3917 as complete and assuming all future operations and maintenance, (2) approving a Public Landscape Maintenance Agreement between the City of Tracy and Toll West, Inc., a Delaware Corporation, for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development, a Delaware Corporation, (3) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, and (4) 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
Lauren Gonzalez, Management Analyst II
Roy Valadez, Management Analyst II

Reviewed by: Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works 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 – Toll West, Inc. – OIA – Tracy Village – Tract 3917
Attachment B – Toll West, Inc. – Public Landscape Maintenance Agreement

**OFFSITE IMPROVEMENT AGREEMENT FOR VALPICO ROAD IMPROVEMENT PLANS
TRACY VILLAGE – TRACT 3917**

This **OFF-SITE IMPROVEMENT AGREEMENT** (hereinafter "**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation (hereinafter "**City**"), and Toll West Inc. which will do business in California as Toll Brothers West Inc., a Delaware corporation (referred to as "**Subdivider**").

RECITALS

- A. Subdivider is currently the owner of the real property located (hereinafter "**Property**"), and more particularly described in Exhibit "A", attached and incorporated herein by this reference.
- B. The Project is geographically situated on the south side of Valpico Road, east of Corral Hollow Road (Assessor's Parcel Numbers 244-040-01, 244-030-01 & 244-030-02).
- C. The Tentative Subdivision Map (#TSM 17-0003) for the Tracy Village Tract 3917 (hereinafter "**Project**") was approved by the City Council, Resolution No. 2018-087 on May 15, 2018. Approval of the Project was subject to specified conditions of approval (hereinafter "**Conditions**"). The Conditions are attached hereto as Exhibit "B," and incorporated herein by reference.
- D. Developer has submitted the improvement plans for Frontage Improvements on Valpico Road (hereinafter "**Offsite Improvements**" or "**Work**") These Off-site Improvements required by the City and agreed upon by Developer are also described in Conditions.
- E. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider, and approved by the City Engineer, which describe in more detail the improvements which are required in this Agreement. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated herein by reference. The term "**Plans and Specifications**" shall include twenty-two (22) sheets of "Improvement Plans for Valpico Road, Tracy Village", prepared by CBG Civil Engineers, three (3) sheets of Traffic Signal Plans Valpico Road at "TBD Road", prepared by TJKM, seventeen (17) sheets of "Tracy Village Tract #3917 Valpico Road Landscape Improvement Plans", prepared by SMP Environmental Design, eleven (11) sheets of "Tracy Village Phase 1 MLX Joint Trench Plans", by Giacalone Design Services, four (4) sheets of "Tracy Village Phase 1 MLX Public Street Light Plans", prepared by Giacalone Design Services.
- F. Since the required Off-site Improvements, described above and in the Plans and Specifications, have not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS**. The Parties acknowledge and agree that the recitals set forth above are true and correct and are hereby incorporated into this Agreement as though set forth in full herein.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
Valpico Road Improvement Plans Tracy Village – Tract 3917
Page 2 of 33

2. **SCOPE OF WORK.** Developer shall perform, or cause to be performed, the Work, in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement, The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.
 - 2.1. **ROADWAY FEE CREDITS.** Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive roadway fee credits in the amount of \$3,167,270.61 (Three Million, One Hundred and Sixty-seven Thousand, Two Hundred and Seventy Dollars and Sixty-one cents).

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

4. **LOCATION OF PERFORMANCE.** Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's sole cost and expense.

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 5.1. **Faithful Performance** security in the amount of **\$5,154,000.00** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

 - 5.2. **Labor and Material** security in the amount of **\$5,154,000.00** to secure payment by the Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

 - 5.3. **Warranty** security in the amount of **\$515,400.00** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
Valpico Road Improvement Plans Tracy Village – Tract 3917
Page 3 of 33

Council accepts the Work as complete through and including the same date in the following year).

- 6. INSURANCE.** Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work.
 - 6.1. General.** Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability.** Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than four million dollars (\$4,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
 - 6.3. Automobile Liability.** Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.
 - 6.4. Workers' Compensation.** Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 - 6.5. Professional Liability.** Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
 - 6.6. Notice of Cancellation.** Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
Valpico Road Improvement Plans Tracy Village – Tract 3917
Page 4 of 33

notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 6.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
 - 6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
 - 6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.
 - 6.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
 8. **TIME OF PERFORMANCE**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
 - 8.1. **Commencement of Work**. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.
 - 8.2. **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

8.3. Completion of Work. Developer shall complete all Work prior to the issuance of temporary or final certificate of occupancy on any of the buildings within the Project. If the Work is not completed and accepted by City Council by this date, the City Engineer may grant an extension of time if all the following conditions are met: a) the Developer submits a written request for extension at least fifteen (15) days prior to expiring date of completion, b) the City Engineer determines that Work is substantially complete and an extension is warranted, c) Developer amends this Agreement and provides bonds to cover the term of the Amendment, and d) Developer pays all processing fees for such time extension.

9. INSPECTION BY THE CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

9.1. INSPECTION FEES. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2 %) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the Developer shall pay all such costs and provide a report to the City.

10. DEFAULT

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

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

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

10.2.2. Developer abandons the Work site.

10.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 9.3, below.

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

10.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 9.3, below.

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

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
Valpico Road Improvement Plans Tracy Village – Tract 3917
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adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

10.3.1. Demand that Developer complete performance of the Work.

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

10.3.3. Any other judicial remedies available to the City.

- 11. REPAIR OF ANY DAMAGE.** In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.
- 13. WARRANTY PERIOD.** Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.
- 14. INDEPENDENT CONTRACTOR STATUS.** The Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
- 15. OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement are the property of the City, and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.
- 16. INDEMNIFICATION.** Developer shall indemnify, defend and hold City, its officers, employees, agents and volunteers harmless from and against all claims, liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness, or willful misconduct in the

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performance of Work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

18. NOTICES.

18.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center
Plaza
Tracy, CA 95376

Subdivider: Toll West Inc. which will do
business in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Todd Callahan, Division President
6800 Koll Center Parkway,
Ste. 320, Pleasanton, CA, 94566

Copy to: City Attorney's
Office
Attn: City Attorney
333 Civic Center
Plaza
Tracy, CA 95376

Tel: (925) 249-6047
Email: tcallahan@tollbrothers.com

Copy to: Toll West Inc.
Attn: Scott M. Cwiertny,
AVP and Counsel
725 W. Town and Country Rd.,
Suite 200 Orange, CA, 92868

attorney@cityoftracy.org

Tel: (714) 347-1321
Email: scwiertny@tollbrothers.com

18.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
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19. **APPROVALS BY CITY.** Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.
20. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
21. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
22. **SEVERABILITY.** In the event any 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 full force and effect.
23. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
24. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

[remainder of this page intentionally left blank]

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
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25. SIGNATURES. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Developer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

City of Tracy

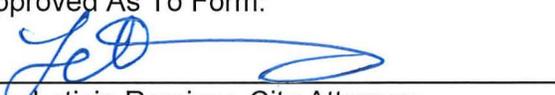


Robert Adams, Interim City Manager

Date: OCT 27, 2021

Attest: 

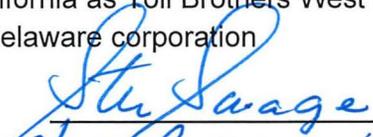
Adrienne Richardson, City Clerk

Approved As To Form:


By: Leticia Ramirez, City Attorney

Subdivider

Toll West Inc. which will do business in California as Toll Brothers West Inc., a Delaware corporation

By: 
Steve Savage - Vice President

By: 
BENJAMIN C. HELT
Division Vice President
3 Assist Sec.

Date: _____

Federal Employer Tax ID No.
83-3070946

EXHIBITS

- Exhibit A - Legal Description of the Property
- Exhibit B - Conditions of Approval
- Exhibit C - Contact Information of Authorized Representative

ACKNOWLEDGMENT

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

State of California
County of Alameda)

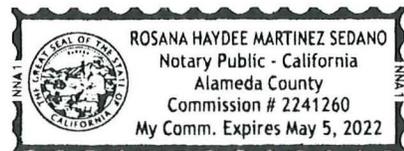
On September 22, 2021 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage and Benjamin C. Helber,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in
~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosana Martinez* (Seal)



**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
TRACT 3917 - Tracy Village
Valpico Road Improvement Plans**

EXHIBIT "A"
PAGE 1 OF 1

JUNE 9, 2021
JOB NO.: 2043-000

**EXHIBIT A
PROPERTY DESCRIPTION
CITY OF TRACY, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, COMPRISED OF TWO PARCELS, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL "C" AS THE SAME IS DESCRIBED ON PARCEL MAP RECORDED IN THE SAN JOAQUIN COUNTY RECORDER'S OFFICE ON FEBRUARY 24, 1977 IN BOOK 4 OF PARCEL MAPS AT PAGE 34.

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD FEBRUARY 24, 1977 IN BOOK 4 OF PARCEL MAPS, PAGE 34, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM 1/2 INTEREST OF EVERY TYPE OR NATURE IN THE OIL, MINERAL AND GAS RIGHTS, AS RESERVED BY RICHARD C. KENNEDY AND DOROTHY H. KENNEDY, HIS WIFE, IN DEED RECORDED JULY 7, 1977 IN BOOK 4280 OF OFFICIAL RECORDS, PAGE 497, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF TRACY, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED DECEMBER 11, 2018 AS INSTRUMENT NO. 2018-136673 OF OFFICIAL RECORDS.

END OF DESCRIPTION





SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit 5

City of Tracy
Conditions of Approval
Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."
2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
3. "City Regulations" means all written laws, rules and policies established by the City, including those set forth in the City of Tracy General Plan (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).
4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.
5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

Conditions of Approval
Tracy Village Development
A/P13-0002, SPA18-0001 and TSM17-0003
May 15, 2018

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7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).
 8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors in interest.
- B. Planning Division Conditions of Approval:
1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").
 2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.
 3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.
 4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.
 5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.
 6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Conditions of Approval
Tracy Village Development
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Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.
8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.
9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.
10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.
11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.
12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

Conditions of Approval
Tracy Village Development
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13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.
14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.
15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.
16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.
17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened from view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.
18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.
19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.
21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

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22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

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2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
 - a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
 - b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
 - c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

- a) "Tracy Village Traffic Impact Analysis", prepared by Kimley-Horn

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Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

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c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

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Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

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

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

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Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.
- b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
- c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.
- d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.
- e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

- f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.
- g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.
- h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

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i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

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f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of \$100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

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Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of \$100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

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to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

- a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.
- b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

- a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

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Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

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included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

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section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

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- a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.
- b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.
 - i) Private Streets and alleys will be maintained by the HOA.
 - ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.
 - iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.
 - iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

- a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.
- b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

- a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

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undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

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demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition,

Conditions of Approval
Tracy Village Development
A/P13-0002, SPA18-0001 and TSM17-0003
May 15, 2018

Exhibit 5
Page 21

program implementation, and contingency).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

Conditions of Approval
Tracy Village Development
A/P13-0002, SPA18-0001 and TSM17-0003
May 15, 2018

Exhibit 5
Page 22

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.
2. Landscaping shall be provided consistent with standard details of the City Master Plans.
3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
TRACT 3917 - Tracy Village
Valpico Road Improvement Plans**

EXHIBIT "C"
PAGE 1 OF 1

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Steve Savage	Toll West Inc.	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

FAITHFUL PERFORMANCE BOND

Bond Number 30141696

Name of Project: Tracy Village
Tract No.: 3917 **Improvement Agreement**

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and Toll West Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20____, and identified as Offsite Improvement Agreement Tracy Village Tract 3917, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we the principal and Western Surety Company as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of Five Million One Hundred Fifty Four Thousand and 00/100 dollars (\$5,154,000.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

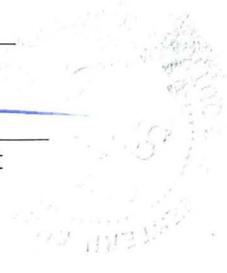
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on SEPTEMBER 15, 2021.

Toll West Inc.
Steve Savage
Principal

By: Steve Savage
Vice President

Western Surety Company
Surety

By: Daniel P. Dunigan
Daniel P. Dunigan, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of PENNSYLVANIA

County of CHESTER

On SEPTEMBER 15, 2021 before me, ARLENE OSTROFF, Notary Public

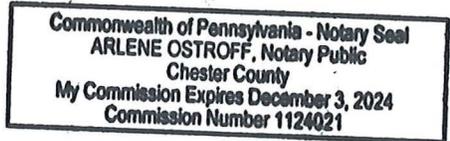
personally appeared DANIEL P. DUNIGAN

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Arlene Ostroff Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:

Signer is representing Western Surety Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:

Signer is representing



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Simkiss, Daniel P Dunigan, Brian C Block, Richard J Decker, James L Hahn, Joseph W Kolok Jr, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2021.



WESTERN SURETY COMPANY

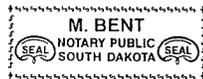
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15TH day of SEPTEMBER, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT

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

State of California
County of Alameda)

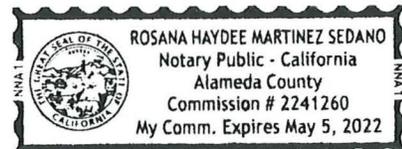
On September 17, 2021 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosana Martinez Sedano* (Seal)



LABOR AND MATERIAL BOND

Bond Number 30141696

Name of Project: Tracy Village

Tract No.: 3917 **Improvement Agreement**

**CITY OF TRACY
Tracy, California**

Whereas, the City Council of the City of Tracy, State of California, and Toll West Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20____, and identified as Offsite Improvement Agreement Tracy Village Tract 3917, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the labor and material of said agreement.

Now, therefore, we the principal and Western Surety Company as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of Five Million One Hundred Fifty Four Thousand and 00/100 dollars (\$5,154,000.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on SEPTEMBER 15, 2021.

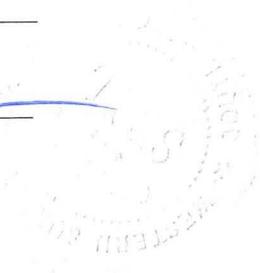
Toll West Inc.
Steve Savage
Principal

Western Surety Company

Surety

By: Steve Savage
Vice President

By: [Signature]
Daniel P. Dunigan, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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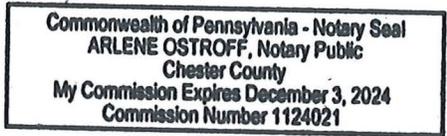
State of PENNSYLVANIA

County of CHESTER

On SEPTEMBER 15, 2021 before me, ARLENE OSTROFF, Notary Public

personally appeared DANIEL P. DUNIGAN

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Arlene Ostroff Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

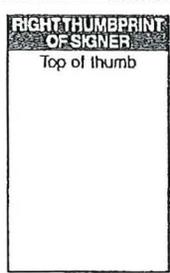
Description of Attached Document

Title or Type of Document

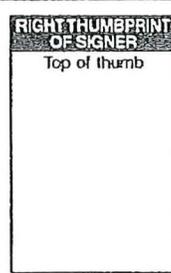
Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing Western Surety Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Simkiss, Daniel P Dunigan, Brian C Block, Richard J Decker, James L Hahn, Joseph W Kolok Jr, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15TH day of SEPTEMBER, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT

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

State of California
County of Alameda)

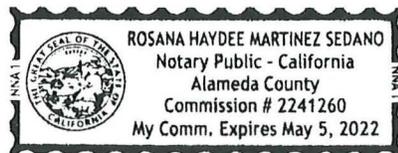
On September 17, 2021 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosana Martinez Sedano* (Seal)



WARRANTY BOND

Bond Number 30141697

Name of Project: Tracy Village

Tract No.: 3917 **Improvement Agreement**

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and Toll West Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20____, and identified as Offsite Improvement Agreement Tracy Village Tract 3917, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the warranty of said agreement.

Now, therefore, we the principal and Western Surety Company as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of Five Hundred Fifteen Thousand Four Hundred and 00/100 dollars (\$515,400.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on SEPTEMBER 15, 2021.

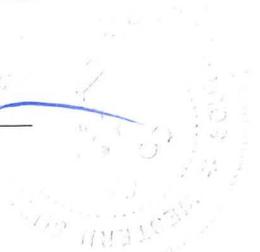
Toll West Inc.
Steve Savage
Principal

Western Surety Company

Surety

By: *Steve Savage*
Vice President

By: *[Signature]*
Daniel P. Dunigan, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

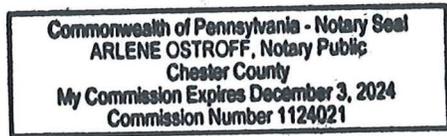
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA
County of CHESTER

On SEPTEMBER 15, 2021 before me, ARLENE OSTROFF, Notary Public
personally appeared DANIEL P. DUNIGAN

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official seal.
Signature Arlene Ostroff Notary Public Signature

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document
Document Date
Number of Pages:
Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing Western Surety Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Simkiss, Daniel P Dunigan, Brian C Block, Richard J Decker, James L Hahn, Joseph W Kolok Jr, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2021.



WESTERN SURETY COMPANY

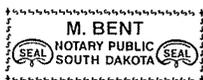
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15TH day of SEPTEMBER, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 17, 2021 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

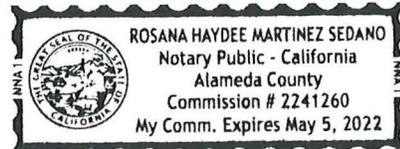
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PUBLIC LANDSCAPING MAINTENANCE AGREEMENT FOR REGENCY AT TRACY LAKES

Between the City Tracy and Toll West Coast, LLC a Delaware Limited Liability Company

This Agreement (hereinafter "Agreement") is made this ____ day of _____, _____ (the "Effective Date") by and between the CITY OF TRACY (the "City"), a municipal corporation and Toll West Coast LLC, a Delaware limited liability company (the "Developer"), a Delaware Corporation. As used in this Agreement, the terms "Party" and "Parties" refer, individually and collectively, as applicable, to the City and Developer.

RECITALS

A. On May 18, 2018, the Tracy City Council ("**City Council**") approved Resolution No.2018-087, a gated age-restricted residential community project (the "**Project**"). The Project consist of approximately 135 acres of real property ("Property") and is more particularly described in Exhibit "A" attached hereto.

B. As part of the Project, Developer will create and dedicate certain landscape parkway strips, medians, and other public features, which are referred to herein together as the "Developer Maintained Improvements" and are designated in the site plan and listed in Exhibit "B" attached hereto.

C. The City and Developer established the CFD to, among other things, ensure funding to maintain certain public improvements and facilities, including but not limited to Developer Maintained Improvements".

D. To the extent that property held by Developer members is annexed to the CFD, such property will be subject to the levy of special taxes by the CFD. Pursuant to this Agreement, the Developer will ensure that the Developer Maintained Improvements are maintained in accordance with and to the standards set forth in the Maintenance Manual attached hereto as Exhibit "C" (the "**Maintenance Manual**").

E. The maintenance of the Developer Maintained Improvements will be funded by the Developer pursuant to this Agreement. However, to ensure funding for such maintenance in the event that the Developer, for any reason, becomes unable to fund such maintenance in accordance with and to the standards set forth in the Maintenance Manual, the City and the Developer have annexed into the City of Tracy Community Facilities District No. 2021-2 (*Maintenance and Public Services*)] (the "CFD") to provide for a contingent special tax, which will remain dormant unless and until the City determines that the Developer is unable to maintain the Developer Maintained Improvements as required by this Agreement. The Developer Maintained Improvements will not be funded by the City's general fund.

F. The City and Developer now desire to enter into this Agreement to provide for the funding and performance of the maintenance, repair, and replacement of all the Developer Maintained Improvements now existing or to be developed by Developer.

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, the Parties hereby agree as follows:

1. Definitions. In this Agreement:

1.1. "Maintenance Standards" means the maintenance standards applicable to the Developer Maintained Improvements, as set forth in the Maintenance Manual attached hereto as Exhibit "C."

1.2. "Developer Maintained Improvements" are those public improvements that will be operated, maintained, repaired and replaced by the Developer pursuant to this Agreement. As of the Effective Date of this Agreement, the Developer Maintained Improvements are those improvements that are listed on Exhibit "B" hereto.

2. Effective Date and Term of Agreement: This Agreement shall take effect on the first date that it is fully executed by all of the Parties (the "Effective Date"), as shown on the signature page below, and shall remain in effect for a term of fifty (50) years from the Effective Date, after which time the term shall automatically be extended for successive ten-year periods unless on or before commencement of any successive ten-year period any party elects to terminate this Agreement.

2.1. Termination. Notwithstanding the provisions of Section 2 above, the City may terminate this Agreement if the Developer ceases to levy and collect assessments, dues, charges or fees to fund the costs of maintenance of Public Landscaping. In either case, the City may immediately terminate this Agreement and assume responsibility for maintenance of the Developer Maintained Improvements. In addition, if the City determines, in its sole and exclusive discretion, that the Developer is failing to maintain the Developer Maintained Improvements in accordance with the requirements of this Agreement, the City may notify the Developer in writing that, based on its determination, the City intends to terminate this Agreement. The City's notice to the Developer shall describe in reasonable detail the nature of the Developer's failure(s) to comply with this Agreement, and the Developer shall have thirty (30) days from the date of the notice to remedy the failure described therein. If the Developer has not remedied the described failure(s) by the end of such 30-day period, the City shall have the right to immediately terminate this Agreement; provided, however, that if the actions necessary to remedy the failure(s) described in the City's notice cannot be completed within the 30-day period, and the Developer has commenced and is diligently prosecuting such actions, then the Developer shall have such additional time to remedy the failure(s) as is reasonably necessary to complete the remedial actions. Such additional time shall not exceed one hundred and eighty (180) days.

3. Consideration: The Parties acknowledge and agree that adequate consideration exists under this Agreement to compensate the Parties for their agreement to be bound by the provisions contained herein.

3.1. Consideration to the City. The agreements of Developer to ensure full funding for, and cooperate and assist in the operation, maintenance, repair and replacement of, the Developer Maintained Improvements in accordance with and to the standards set forth in the Maintenance Manual, as set forth herein, constitute adequate consideration for the obligations of the City.

3.2. Consideration to Developer. The agreements of the City to allow Developer to perform the operation, maintenance, repair and replacement of the Developer Maintained Improvements in accordance with and to the standards set forth in the Maintenance Manual, as set forth herein, constitute adequate consideration for the obligations of Developer.

4. Maintenance. Developer shall provide such operation, maintenance, repair and replacement of the Developer Maintained Improvements as set forth herein to the level and standards set out in the Maintenance Manual. Developer shall use such employees or contractors to accomplish such work as it deems necessary.

4.1. Maintenance and Cooperation. Developer shall do all things necessary to operate, maintain, repair and replace the Developer Maintained Improvements to meet the standards set forth in Exhibit "C" to the reasonable satisfaction of the City. The cost of replacement elements of the Developer Maintained Improvements shall be funded by Developer, until such time as the City assumes the obligations of Developer under the terms of this Agreement. Developer shall prepare design and construction documents, including a construction contract between the Developer and its contractor for the repair and replacement of the elements of the Developer Maintained Improvements, which shall be reviewed and approved by the City prior to execution by the Developer. The Construction Contract shall be consistent with all local, state and federal laws, ordinances, policies and regulations and requirements under Labor Code Section 1720 or 1720.9, including cleanup of the construction site.

(a) If an immediate maintenance, repair or replacement is required, then Developer or City may give written notice to the other Party and the Parties shall endeavor to meet as expeditiously as possible to address the need for maintenance, repair or replacement, as applicable, and insure its accomplishment. The City or Developer as noticed shall respond to such written notice within fifteen (15) working days of receipt and indicate when such maintenance, repair or replacement will be completed.

(b) In case of emergencies, notice may be given by telephone and immediate action taken to abate the emergency. Any such emergency response shall be followed as soon thereafter as practical by a writing to the other party and verification, to the reasonable satisfaction of the City, of any expenditures for which reimbursement is sought.

(c) Semiannual Meetings. Not less than every six (6) months, representatives of the City shall meet with representatives of Developer to discuss the operations, maintenance, repair and replacement program, the need for specific maintenance, and to insure compliance with the Maintenance Manual.

4.2. Developer Maintenance Funding During Term of Agreement. At all times prior to the termination of this Agreement in accordance with Section 2 above, all costs associated with the operation, maintenance, repair and replacement of the Developer Maintained Improvements shall be funded by Developer until such time as the City terminates this Agreement in accordance with its terms.

4.3. It is intended that the obligations of Developer as set forth in this Agreement will ultimately be performed by Regency at Tracy Lakes Owners Association, a California nonprofit mutual benefit corporation, ("HOA"). Upon commencement of the HOA's obligations to perform all maintenance required by this Agreement, Developer shall notify the City and obtain written consent from the City for such assignment (which consent shall not be unreasonably withheld). The City, Developer and HOA shall then execute an Assignment and Assumption Agreement. From and after the execution of said Assignment and Assumption Agreement ("Transfer Date"), (i) Developer shall be released from all obligations set forth in this Agreement arising from and after the Transfer Date and (ii) HOA shall perform all obligations set forth in this Agreement and (iii) all references to the Developer shall refer to the HOA.

5. Dispute Resolution. With respect to an alleged breach or any other dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve the same prior to initiating legal action. If such breach or dispute is not resolved by the Parties, then any Party may request that the dispute be submitted to an independent arbitrator approved by the disputing Parties. If arbitration and the selection of an arbitrator are approved by the Parties, the arbitrator shall attempt to resolve the dispute based upon a reasonable interpretation of this Agreement, the documentation provided by the Parties, and such other information deemed by the arbitrator to be relevant to the dispute. The decision of the arbitrator shall be advisory, and not binding, on the Parties. The Parties shall equally bear the costs of arbitration or any alternative dispute resolution process. Nothing in this Agreement shall prohibit the Parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision. In addition to any other rights or remedies as set out in this Agreement, any Party may institute legal action to enforce or require performance of the terms of this Agreement, to cure, correct, or remedy any default by any other Party to this Agreement, or to enjoin any threatened or attempted violation hereunder.

6. Notices. Any notice required or permitted by this Agreement to be given or delivered to either party shall be in writing and shall be deemed to have been received when personally delivered, or two business days after being sent by email to the email addresses below, or one week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, to the physical

addresses below. If any notice or other communication is not received or cannot be delivered because the receiving Party changed its address and failed to give notice of such change to the sending Party or due to a refusal to accept by the receiving Party, such notice or other communication shall be deemed to be effective on the date delivery is attempted. Any notice or other communication under this Agreement may be given on behalf of a Party by the attorney for such Party.

7.

- (a) The address of City is:
City of Tracy – City Hall
333 Civic Center Plaza
Tracy, CA 95376
Attention: City Manager cm@cityoftracy.org
Attention: Parks, Recreation, Community Services Director
parks@cityoftracy.org
- (b) The address of Developer is:
Toll West Coast LLC, a Delaware Limited Liability Company
6800 Koll Center Parkway, Ste. 320
Pleasanton, CA 94566
Attention: Ben Welsh bwelsh1@tollbrothers.com
- (c) The address of HOA is:
Regency at Tracy Lakes c/o First Service Residential
12009 Foundation Place, Ste 310
Gold River, Ca 95670
Attention: Kyle Bacchi kyle.bacchi@fsresidential.com

8. Attorneys' Fees. If there is any legal action or proceeding between the Parties arising from or based on this Agreement, including arbitration, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party or Parties all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such prevailing Party or Parties in such action or proceeding and in any appeal in connection therewith. If such prevailing Party or Parties recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in and as a part of such judgment.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Miscellaneous. The exhibits attached to this Agreement are made a part of this Agreement. This Agreement shall benefit and bind the Parties and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. This Agreement may not be amended or modified except by a written agreement signed by the Parties. This Agreement constitutes the entire and integrated

agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings.

11. Indemnification. Developer shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) (collectively, "Claims") arising or resulting, directly or indirectly, from this Agreement, except to the extent that such Claims are determined by a court of law to be caused solely by the City's gross negligence or willful misconduct.

12. Insurance. Once the property is dedicated to the City, the Developer shall, at its own cost and expense, (a) procure all insurance coverages listed in Exhibit "D" within twenty (20) days of the Effective Date of this Agreement, and (b) maintain all such insurance coverages and otherwise comply with all insurance requirements in Exhibit "D" for the duration of the Agreement.

13. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all Parties.

14. 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. Entire Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the Parties concerning the subject matter described herein. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to such subject matter.

16. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and Developer. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“City”
City of Tracy, a Municipal Corporation

By: _____
Dan Arriola, Mayor

“Developer”
Toll West Coast, LLC a Delaware
Limited Liability Company

By: 
Steve Savage,
Vice President of Land
Development

Approved as to Form

By: _____
L. David Nefouse, City Attorney

By: _____
April Quintanilla, City Clerk

Exhibits

- Exhibit “A”- Real Property Description
- Exhibit “B”- Developer Maintained Improvements
- Exhibit “C”- Maintenance Manuals
- Exhibit “D”- Insurance Documents
- Exhibit “E”- Assignment and Assumption Agreement

ACKNOWLEDGMENT

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

State of California
County of Alameda

On November 19, 2025 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosana Martinez* (Seal)



Exhibit "A"
Real Property Description

Real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor' s Parcel Number 244- 040- 01, and 244-030- 01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244- 030- 03 through 22 and 242- 050-01 through 21 and 242- 040- 29).

Exhibit "C" **Maintenance Manual**

Service Level 'A' represents the highest standard of maintenance and care in terms of maintaining and promoting landscaping that visibly has the following characteristics:

A. Turf Areas

1. General Use Standard

- a. All turf areas will support their designed uses – informal play, sports, picnics, and other park activities.
- b. Turf will be healthy with an even surface and uniform, deep green color.
- c. Turf will not exhibit bare spots.
- d. Turf will be pest-free. See Section 'B' - Disease and Pest Control for Service Level A.
- e. All litter and debris should be removed before any work is performed.

2. Mowing

- a. Mow a minimum of one (1) time per week in spring, summer and fall seasons and as needed during winter to maintain a neat and uniform appearance.
- b. Height of cut (in inches) for grasses is no more than three (3") inches for cool-season turf.
- c. Mowing patterns shall be changed each week where practicable and appropriately sized equipment used to avoid creating ruts and compaction tracks.
- d. Scalping is not acceptable.

3. Edging

- a. Complete site edging of tree wells with care to avoid striking trunk or buttress roots of tree, curbs, sidewalks, planter beds, buildings, sprinklers, valve boxes, meter boxes, etc. shall be performed to ensure the site looks completely groomed.
- b. Care should be taken to ensure that sprinkler heads are trimmed around if needed to provide maximum water coverage. Such action must be reviewed and approved by the City prior to implementation.

4. Aeration

- a. Minimum of two (2) times per year for general use areas and three (3) time per year in open park turf or as needed to maintain standards.

5. Weeds

- a. Turf will be maintained at an acceptable level of weed control as determined by the City.

6. Reseeding or Sod Replacement

- a. Reseeding or sod replacement shall be done on an as needed basis as determined by the City to meet standards. Contractor should be updating City every six (6) month with condition of turf.

7. Fertilizer

- a. Apply at least three (3) applications per year from February through October.
- b. All applications to be balanced fertilizer approve by City. Micro-nutrient applications may be required.
- c. No application of fertilizers containing additives or materials that will stain is allowed.
- d. Annual soil fertility tests will be performed before any application.

B. Disease and Pest Control

1. Turf and landscaping shall be disease and pest free. Any signs of stress or damage to turf or planting materials and/or a direct bother to the public or its safety, shall be corrected by utilizing one of the three (3) steps indicated:

- a. Integrated Pest Management - withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of vertebrates, wasps, ants, etc.
- b. Preventative - a scheduled chemical or cultural program designed to prevent significant damage.
- c. Corrective - application of chemical or mechanical controls designed to eliminate observed problems.

C. Planter Beds, Ground Covers, Shrubs and Vines

1. General Standard

- a. Fertilization, and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.
- b. Shall be healthy, attractive plants that lend variety and interest to the landscape.
- c. Planter beds, ground covers, and shrubs will be maintained to provide secondary functions such as barriers or dust and erosion control.
- d. Ensure vegetation doesn't create an inhabitable or hiding area. If requested by City, elevation of the canopy may be required at specific locations to improve site security.
- e. Climbing vines shall be well-trimmed and kept a minimum of two (2) feet and maximum of four (4) feet below the top of walls.

- i. Where climbing vines already reach top of walls, the City and property owner shall be consulted as to whether trimming to top of wall is desired so as not to interfere with growth that is now extending to property owner's side of wall or fence.

2. Removal

- a. The City shall be notified of any failed or damaged plant materials by the end of every work week. City will then authorize any removal or replacement of non-contractor damaged plants.
- b. Litter and debris shall be removed at time of service or per request of the City.

3. Weed Control

- a. All effort shall be made to ensure planter beds are weed free at all times.

4. Trimming

- a. All shrubs shall be pruned as needed to meet the intent of the landscape design. Ground cover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Ground cover in medians will not be allowed to extend beyond the curb or sidewalk.

5. Fertilizer

- a. Apply at least two (2) applications per year from February through October.
- b. All applications to be balanced fertilizer approved by City. Micro-nutrient applications may be required.
- c. No application of fertilizers containing additives or materials that will stain is allowed.
- d. Annual soil fertility tests will be performed before any application.

D. Trees

1. General Standards

- a. Primary care of City trees is provided by the City's Urban Forestry Division. Any concerns should be relayed to the City representative to discuss with the appropriate division.

2. Weed Control

- a. Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk or buttress roots in any way.
- b. All plant material shall be kept a minimum of two (2) feet way from base of trunk.

3. Mulching

- a. Bark mulch will be placed around tree and maintained on an as needed basis.
- b. Well defined radius around the tree, free of weeds and turf – minimum two (2) foot radius, maintaining one to two (1-2) inch clearance from the base of the trunk.

4. Trimming

- a. Trees are to be trimmed so that all traffic control devices and signs are clearly visible to approaching drivers. Keep all traffic lanes, bike paths and walkways cleared of encroaching plant material. Any trimming shall adhere to industry standards for tree and shrub pruning. Clearance heights shall be maintained at least to the heights noted below:
 - i. Pedestrian paths – eight (8) feet.
 - ii. Bike paths – twelve (12) feet.
 - iii. Roadways/vehicle lanes – fourteen (14) feet.

5. Staking

- a. Repairs should be made to stakes for young trees until roots are firmly established, especially in wind prone areas. Once firmly established, stakes should be removed, per direction from City, with no protrusion above ground. Trees must be straight.
- b. Ties on the stakes should be checked periodically to ensure they stay intact and are adjusted properly.

6. Damage Notification

- a. All damaged trees should be reported to the City immediately.

E. Paved & Unpaved Surfaces

- 1. Paved surfaces may include sports courts, pathways, parking lots and other areas topped with asphalt, pavers, concrete or rubberized playground surfacing.
- 2. Pathways, parking lots and other paved areas will be free of sand, debris and litter, so at no time it detracts from the look or safety of the area.
- 3. Sand, decomposed gravel and other material shall be removed from sidewalks.
- 4. All court surfaces shall be pest-free, as defined in Section B – Disease and Pest Control to include weed control.
- 5. Litter and debris should be removed on a weekly basis including playground areas.
- 6. Playground areas shall be kept weed free.

F. Channel ways

- 1. Remove all debris, growth and potential obstructions to encourage water flow.

2. Ensure vegetation does not create an inhabitable or inviting area. If requested by City, elevation of the canopy may be required at specific locations to improve site security.
3. All above descriptions of care are applicable to channel ways if amenity exist within the Zone (i.e. 'Section A – Turf Areas').

Exhibit "D" Insurance

1. **Insurance.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - a. **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.
 - b. **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.
 - c. **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - d. **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Developer in an amount not less than \$1,000,000 per claim.
 - e. **Endorsements.** Developer shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions
 - f. The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
 - g. For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.
 - h. **Notice of Cancellation.** Developer 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. Developer shall immediately obtain a replacement policy.
 - i. **Authorized Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
 - j. **Insurance Certificate.** Developer 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.

- k. **Substitute Certificates.** Developer 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.
- l. **Developer's Obligation.** Maintenance of insurance by the Developer as specified in this Agreement shall in no way be interpreted as relieving the Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Developer 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.

AGENCY CUSTOMER ID: CN101294894

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA LLC		NAMED INSURED Toll West Coast LLC 1140 Virginia Drive Fort Washington, PA 19034	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability policies evidenced above are subject to self-insured retentions for various perils covered. If you would like additional information regarding these self-insured retentions, please contact the insured at: 215-938-3009.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

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

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

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: Jake Howard
	PHONE (A/C, No, Ext): 312-439-8015 FAX (A/C, No):
E-MAIL ADDRESS: jacob.howard@marsh.com	INSURER(S) AFFORDING COVERAGE
CN101294894-Prop-CSS+P-23-24	INSURER A: National Fire & Marine Insurance Company NAIC # 20079
INSURED Regency at Tracy Lakes Owners Association 1140 Virginia Drive Ft. Washington, PA 19034	INSURER B: SEE ACORD 101
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42-HBL-150447-02	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Real Property			See Acord 101	05/01/2023	05/01/2024	Limit 50,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FirstService Residential is included as Additional Insured on the General Liability policy with respect to the operations of the Association where required by written contract.

CERTIFICATE HOLDER Regency at Tracy Lakes Owners Association c/o FirstService Residential 15241 Laguna Canyon Road Irvine, CA 92618	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED Regency at Tracy Lakes Owners Association 1140 Virginia Drive Ft. Washington, PA 19034	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Property Carrier Participation

Carrier: Ace American Insurance Company

Policy Number: 121067593-012

Policy Term 5/1/2023 to 5/1/2024

Participation : 60%

Carrier: Endurance American Specialty Insurance Company

Policy # IMU30006465402

Policy Term 5/1/2023 to 5/1/2024

Participation: 40%

"All Risk" Property including real, personal property, Business Income , OOL Replacement cost (RC) , care, custody & control.

Single structure limit \$17,500,000

The EARTH MOVEMENT deductible is 5% subject to a minimum of \$250,000 and maximum of \$5,000,000 in the states of Washington, Oregon and California.

Other deductibles may apply as per policy terms and conditions.

The general liability policy evidenced above is subject to self-insured retentions for various perils covered. If you would like additional information regarding these self-insured retentions, please contact the insured at: 215-938-3009.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

(1) ACCEPTING OFFSITE IMPROVEMENTS FOR PHASE 1 OF THE VALPICO ROAD IMPROVEMENT PLANS FOR TRACY VILLAGE – TRACT 3917 AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE, (2) APPROVING A PUBLIC LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF TRACY AND TOLL WEST, INC., A DELAWARE CORPORATION, FOR ONGOING MAINTENANCE OF PUBLIC LANDSCAPE AREAS WITHIN THE REGENCY AT TRACY LAKES DEVELOPMENT, A DELAWARE CORPORATION, (3) AUTHORIZING THE CITY ENGINEER TO RELEASE IMPROVEMENT SECURITY IN ACCORDANCE WITH THE OFFSITE IMPROVEMENT AGREEMENT, AND (4) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.

WHEREAS, on May 15, 2018, by Resolution No. 2018-087 City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report (EIR) for Tracy Village; and

WHEREAS, approval of the Vesting Tentative Map was subject to Conditions of Approval including a requirement to construct the widening of Valpico Road and installation of public infrastructure to support the Regency at Tracy Lakes development; and

WHEREAS, on October 27, 2021, pursuant to Emergency Ordinance 1273, City Manager approved an Offsite Improvement Agreement (OIA) for Phase 1 of Valpico Road Improvement Plans Tracy Village – Tract 3917; and

WHEREAS, Developer has completed all the work required to be done in accordance with the OIA and has requested acceptance of the public improvements. The City Engineer has inspected the completed improvements and confirmed that they conform to the OIA and City plans and specifications; and

WHEREAS, as a condition of the development's approval, the City required a long-term landscape maintenance mechanism to ensure consistent upkeep of public improvements. Under the OIA, the Developer must maintain, repair, and replace designated public landscape improvements for 50 years, with automatic 10-year renewal terms unless terminated by either party; and

WHEREAS, the Maintenance Agreement benefits the City by ensuring responsive and locally accountable maintenance, reducing City costs and liability, and supporting long-term sustainability. All maintenance costs will be fully funded by the Developer, and later the Homeowner's Association (HOA); and

WHEREAS, to guarantee continuity, the property has been annexed into the Community Facilities District (CFD) No. 2021-2, authorizing a contingent special tax that activates only if the Developer or HOA can no longer meet the required standards of maintenance; and

WHEREAS, an Assignment and Assumption Agreement, subject to City consent, will allow the Regency at Tracy Lakes HOA to assume these obligations. Once executed by all parties, the HOA takes on all maintenance responsibilities, and the Developer is released from further duties; and

WHEREAS, Developer furnished Faithful Performance, Labor and Materials, and Warranty bonds assuring completion of the work; and

WHEREAS, Faithful Performance bonds may be released upon acceptance of improvements by the City Council; and

WHEREAS, Labor and Material bonds may be released six months after recordation of Notice of Completion as the statute of limitations period expires in accordance with Civil Code §9356 and Tracy Municipal Code; and

WHEREAS, Warranty bonds may be released one year after City Council acceptance of improvements and any warranty work is completed; and

WHEREAS, the estimated cost of the improvements are as follows:

Roadway Improvements	\$ 2,225,511
Sanitary Sewer	\$ 399,108
Storm Drainage	\$ 871,926
Water	\$ 279,070
Recycled Water	\$ 947,233
Traffic Signal	\$ 275,000
Street Lighting	\$ 671,412
Landscaping	\$ 352,495
Total	\$ 6,021,755; and

WHEREAS, 3.72 acres of land was dedicated in fee by Developer on the Final Map of Tract No. 3917 Tracy Village Neighborhood 5A and accepted by the City Clerk subject to satisfactory completion of improvements thereon; and

WHEREAS, a Notice of Completion filed by the City Clerk at the Office of the San Joaquin County Recorder will commemorate satisfactory completion of improvements; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts offsite improvements for Phase 1 of Valpico Road Improvement Plans Tracy Village – Tract 3917 as complete and assumes all future operations and maintenance; and be it

FURTHER RESOLVED: That the City Council authorizes the execution of a Public Landscape Maintenance Agreement between the City of Tracy and Toll West, Inc., a Delaware Corporation, for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development; and be it

FURTHER RESOLVED: That the City Engineer may release the Improvement Security in accordance with the Offsite 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 2026-_____ was adopted by the Tracy City Council on the 20th day of January 2026 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

January 20, 2026

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Tracy and the Jefferson School District for the funding of supplies for the Drug Abuse Resistance Education (DARE) program in the amount of \$7,000 annually and appropriating to the Police Department Operational Budget starting fiscal year 2025-2026.

EXECUTIVE SUMMARY

The City of Tracy and the Jefferson School District have collaborated to provide education on drug and alcohol abuse prevention to youth within the Jefferson School District. This MOU formalizes the agreement outlining the responsibilities of both parties, including funding and program implementation. The District will provide \$7,000 annually to the City to cover DARE program supplies, T-shirts, and graduation expenses, while the City will deliver the program through the Tracy Police Department (TPD).

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy has historically supported the Jefferson School District in delivering the DARE program to students within the Jefferson School District. Recognizing the importance of educating youth on the dangers of drug and alcohol abuse, the City and District have agreed to continue their partnership, with the City taking primary responsibility for program delivery and the District providing financial assistance for supplies. This MOU ensures the continuation of this collaboration for the fiscal year 2025-2026 and includes provisions for automatic annual renewal unless terminated by either party.

ANALYSIS

The MOU outlines the responsibilities of both parties:

City Responsibilities: The Tracy Police Department will provide DARE services to fifth-grade classrooms in the District and submit invoices to the District for supplies purchased after each session.

District Responsibilities: The District will provide \$7,000 annually at the beginning of each school year to cover program supplies, T-shirts, and graduation expenses. Payments will

be made within 30 days of receiving invoices from the City.

The agreement also includes provisions for indemnification, insurance, severability, and enforcement under California law. The MOU ensures a clear framework for the continued delivery of the DARE program to benefit the youth of attending the Jefferson School District.

FISCAL IMPACT

The Jefferson School District has partnered with the Tracy Police Department and will provide \$7,000 annually to the City of Tracy to fund DARE program costs to include supplies, T-shirts, and graduation expenses. The DARE Officer position is funded through a separate agreement. Staff requests the \$7,000 annually be appropriated to the Police Department's Operating Budget starting FY25/26. This funding will support the City's efforts to deliver the program effectively without additional financial burden on the City.

PUBLIC OUTREACH/ INTEREST

The DARE program has been a longstanding initiative in the City of Tracy, with significant community support for its role in educating youth about the dangers of drug and alcohol abuse. The continuation of this program aligns with the community's interest in fostering a safe and healthy environment for children.

COORDINATION

Not applicable

CEQA DETERMINATION

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

STRATEGIC PLAN

This MOU aligns with the City of Tracy's strategic Public Safety goal of enhancing Community Outreach and Engagement by providing education and resources to prevent drug and alcohol abuse among youth.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Tracy and the Jefferson School District for the

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Tracy and the Jefferson School District for the funding of supplies for the Drug Abuse Resistance Education (DARE) program in the amount of \$7,000 annually and appropriating to the Police Department Operational Budget starting fiscal year 2025-2026.

Prepared by: Daniel Garcia, Police Lieutenant

Reviewed by: Miguel Contreras, Police Captain

Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Felicia Galindo, Budget Officer
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachment A – Memorandum of Understanding with Jefferson School District

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND JEFFERSON SCHOOL DISTRICT FOR
THE FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION
PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF TRACY (“City”) on behalf of its TRACY POLICE DEPARTMENT (“TPD”) and the JEFFERSON SCHOOL DISTRICT (“District”). The City and the District may be collectively referred to as “Parties.”

RECITALS

WHEREAS, the City recognizes the benefit that providing education to youth on the perils of drug and alcohol abuse offers to the residents of the City of Tracy; and

WHEREAS, the City and the District each recognize that the City is in a much better position to provide such education to youth attending classes within the City of Tracy; and

WHEREAS, in the past, the City has provided financial assistance to the District to provide funding to teach the Drug Abuse Resistance Education program to various students in the District and within the City limits; and

WHEREAS, the City will now be responsible for the Drug Abuse Resistance Education program with the District providing financial assistance each school year to pay for supplies; and

WHEREAS, the City and the District now wish to enter into an agreement setting forth the terms under which the District can provide financial assistance for such education and the City can provide such education for the fiscal year 2025-2026.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION PROGRAM

1. **Responsibilities:** It is agreed by and between the parties hereto that each party have the following responsibilities, unless otherwise noted:
 - A. **The City shall:** at the completion of each completed session of DARE services, submit invoices to the District describing the supplies purchased.
 - B. **District Shall:**(1) allow TPD personnel access to fifth-grade classrooms at schools located in the District for the purposes of providing DARE services; and (2) at the beginning of each school year, pay the City \$7,000 to be used for DARE supplies, T-Shirts, and Graduation Expenses. Within thirty days after the District’s receipt of invoice, District shall pay the City based upon the services described on the invoice and approved by the District.

SECTION 2. OTHER TERMS OF AGREEMENT

1. **Initial Term and Renewal/ Termination:** The initial term for this MOU is for one year beginning on the date on which this MOU is fully executed and approved by the Parties. This MOU shall automatically renew for an additional one-year term at the end of the initial term, and shall renew for additional one-year terms each thereafter, unless and until terminated by either Party. Either Party may terminate this MOU at any time with a thirty (30) days advance written notice of termination signed by an authorized representative to the other Party.
2. **Notices:** Any notice, request, approval, or communication to be provided under this MOU shall be in writing and provided by personal service or a form of express mail or service and addressed to:

If to TPD:
Attention: Chief of Police
Tracy Police Department
1000 Civic Center Dr.,
Tracy, CA 95376

If to District:
Attention: Christina Orsi
Jefferson School District
1219 Whispering Wind Dr.
Tracy, CA 95377

Any entity listed above may change its address for receipt of notices, requests, approvals or other communications by providing written notice of the same and new mailing service address to the other entities listed above.

3. **Indemnification:** The Parties agree to indemnify, defend, and hold harmless the other party and its respective board members or council members, agents, officers, and employees from and against any and all claims, demands, lawsuits, or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including attorney's fees and costs, arising out of the indemnifying party's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this MOU. The indemnity, defense, and hold harmless obligation herein set forth shall survive the termination of this MOU for any alleged or actual omission, act, or negligence in the performance or failure to perform its obligations under this MOU that occurred during the term of this MOU. Each party shall promptly notify the other party of any claim, action, or proceeding and will cooperate fully in the defense.
4. **Insurance:** The Parties shall insure or self-insure as a matter of normal business practice, throughout the term of this MOU in at least the minimum amounts necessary and sufficient to meet reasonable risks. Any party, upon request of the other party, shall forward documentation to the requesting party that demonstrates to the requesting party's satisfaction that they self-insure as a matter of normal business practice before commencing with the services provided hereunder. Either party will accept reasonable proof of self-insurance provided by the other party.

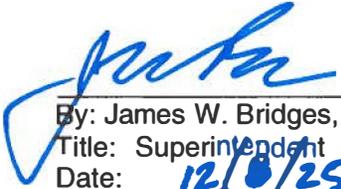
5. **Severability:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or section of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties.
6. **Entire Agreement:** This MOU represents the entire integrated agreement between the Parties as to its subject. Neither this MOU nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by all of the Parties to this MOU.
7. **Authority of Executing Officer or Party:** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Memorandum and to bind the Party on whose behalf the signer executes this MOU.
8. **Enforcement:** This MOU is made and entered into in the State of California and shall be governed, interpreted and enforced under the laws of the State of California. The Parties agree that jurisdiction and venue of any action involving the validity, interpretation, or enforcement of this MOU or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court within the San Joaquin County.
9. **Signatures:** This MOU may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument. Using a City-approved method, this MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below.

City of Tracy

Jefferson School District

By: Dan Arriola
Title: Mayor
Date: _____


By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 12/8/25

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TRACY AND THE JEFFERSON SCHOOL DISTRICT FOR THE FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM IN THE AMOUNT OF \$7,000 ANNUALLY AND APPROPRIATING TO THE POLICE DEPARTMENT OPERATING BUDGET STARTING FISCAL YEAR 2025-2026.

WHEREAS, the City of Tracy and the Jefferson School District have collaborated to provide education on drug and alcohol abuse prevention to youth within the Jefferson School District; and

WHEREAS, the City of Tracy Police Department and the Jefferson School District have reached an agreement to provide these services, attached hereto (Exhibit 1), and

WHEREAS, the City of Tracy, through the Tracy Police Department, will provide DARE services to fifth-grade classrooms in the Jefferson School District, while the Jefferson School District will provide \$7,000 annually to the City to cover program supplies, T-shirts, and graduation expenses; and

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council hereby approves a Memorandum of Understanding with Jefferson School District for Police Services attached hereto in Exhibit 1.

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on 20th day of January , 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

EXHIBITS:

- 1) Memorandum of Understanding with Jefferson Unified School District

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND JEFFERSON SCHOOL DISTRICT FOR
THE FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION
PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF TRACY (“City”) on behalf of its TRACY POLICE DEPARTMENT (“TPD”) and the JEFFERSON SCHOOL DISTRICT (“District”). The City and the District may be collectively referred to as “Parties.”

RECITALS

WHEREAS, the City recognizes the benefit that providing education to youth on the perils of drug and alcohol abuse offers to the residents of the City of Tracy; and

WHEREAS, the City and the District each recognize that the City is in a much better position to provide such education to youth attending classes within the City of Tracy; and

WHEREAS, in the past, the City has provided financial assistance to the District to provide funding to teach the Drug Abuse Resistance Education program to various students in the District and within the City limits; and

WHEREAS, the City will now be responsible for the Drug Abuse Resistance Education program with the District providing financial assistance each school year to pay for supplies; and

WHEREAS, the City and the District now wish to enter into an agreement setting forth the terms under which the District can provide financial assistance for such education and the City can provide such education for the fiscal year 2025-2026.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. FUNDING OF SUPPLIES FOR THE DRUG ABUSE RESISTANCE EDUCATION PROGRAM

1. **Responsibilities:** It is agreed by and between the parties hereto that each party have the following responsibilities, unless otherwise noted:
 - A. **The City shall:** at the completion of each completed session of DARE services, submit invoices to the District describing the supplies purchased.
 - B. **District Shall:**(1) allow TPD personnel access to fifth-grade classrooms at schools located in the District for the purposes of providing DARE services; and (2) at the beginning of each school year, pay the City \$7,000 to be used for DARE supplies, T-Shirts, and Graduation Expenses. Within thirty days after the District’s receipt of invoice, District shall pay the City based upon the services described on the invoice and approved by the District.

SECTION 2. OTHER TERMS OF AGREEMENT

1. **Initial Term and Renewal/ Termination:** The initial term for this MOU is for one year beginning on the date on which this MOU is fully executed and approved by the Parties. This MOU shall automatically renew for an additional one-year term at the end of the initial term, and shall renew for additional one-year terms each thereafter, unless and until terminated by either Party. Either Party may terminate this MOU at any time with a thirty (30) days advance written notice of termination signed by an authorized representative to the other Party.
2. **Notices:** Any notice, request, approval, or communication to be provided under this MOU shall be in writing and provided by personal service or a form of express mail or service and addressed to:

If to TPD:
Attention: Chief of Police
Tracy Police Department
1000 Civic Center Dr.,
Tracy, CA 95376

If to District:
Attention: Christina Orsi
Jefferson School District
1219 Whispering Wind Dr.
Tracy, CA 95377

Any entity listed above may change its address for receipt of notices, requests, approvals or other communications by providing written notice of the same and new mailing service address to the other entities listed above.

3. **Indemnification:** The Parties agree to indemnify, defend, and hold harmless the other party and its respective board members or council members, agents, officers, and employees from and against any and all claims, demands, lawsuits, or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including attorney's fees and costs, arising out of the indemnifying party's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this MOU. The indemnity, defense, and hold harmless obligation herein set forth shall survive the termination of this MOU for any alleged or actual omission, act, or negligence in the performance or failure to perform its obligations under this MOU that occurred during the term of this MOU. Each party shall promptly notify the other party of any claim, action, or proceeding and will cooperate fully in the defense.
4. **Insurance:** The Parties shall insure or self-insure as a matter of normal business practice, throughout the term of this MOU in at least the minimum amounts necessary and sufficient to meet reasonable risks. Any party, upon request of the other party, shall forward documentation to the requesting party that demonstrates to the requesting party's satisfaction that they self-insure as a matter of normal business practice before commencing with the services provided hereunder. Either party will accept reasonable proof of self-insurance provided by the other party.

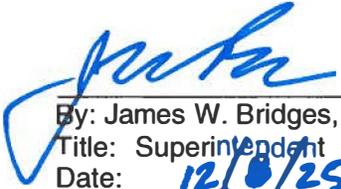
5. **Severability:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or section of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties.
6. **Entire Agreement:** This MOU represents the entire integrated agreement between the Parties as to its subject. Neither this MOU nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by all of the Parties to this MOU.
7. **Authority of Executing Officer or Party:** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Memorandum and to bind the Party on whose behalf the signer executes this MOU.
8. **Enforcement:** This MOU is made and entered into in the State of California and shall be governed, interpreted and enforced under the laws of the State of California. The Parties agree that jurisdiction and venue of any action involving the validity, interpretation, or enforcement of this MOU or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court within the San Joaquin County.
9. **Signatures:** This MOU may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument. Using a City-approved method, this MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below.

City of Tracy

Jefferson School District

By: Dan Arriola
Title: Mayor
Date: _____


By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 12/8/25

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

January 20, 2026

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing and approving (1) a Professional Services Agreement with the Jefferson School District for School Resource Officer services for the utilization of one (1) Tracy Police Officer to serve as a School Resource Officer for a term of four years, July 1, 2025 to June 30, 2029 and a not to exceed amount of \$800,000 and (2) authorizing the agreement retroactively to July 1, 2025.

EXECUTIVE SUMMARY

This item involves approving a Professional Services agreement, which will provide one (1) Tracy Police Officer to serve as a School Resource Officer for the Jefferson School District.

BACKGROUND AND LEGISLATIVE HISTORY

Since August 1, 2024, the Tracy Police Department has provided a School Resource Officer to the Tracy Unified School District and has shared the funding for each officer. The original agreement began on August 1st 2024 and ended on June 30, 2025. This agreement establishes a continued contractual commitment to provide one Tracy Police Officer to serve as a School Resource Officer and deliver police services to the Jefferson School District.

ANALYSIS

The Tracy Police Department will enhance safety by assigning one Tracy Police Officer to serve as a School Resource Officer for the Jefferson School District. The Tracy Police Department has had a long-standing working relationship with the Jefferson School District and is willing to fulfill the Jefferson School District's request for Police Services. A four-year contract has been negotiated between the Tracy Police Department and the Jefferson School District, covering the period from July 1st, 2025, to June 30th, 2029. The School Resource Officer will be stationed at a specific Jefferson School District location and will aid the school district in ensuring that the school grounds and surrounding areas are safe from criminal activity.

FISCAL IMPACT

The Jefferson School District will compensate the City of Tracy at one-half the actual rate of pay through the Professional Services Agreement for School Resource Officer services for the utilization of one (1) Tracy Police Officer to serve as a School

Resource Officer for a term of four years, July 1, 2025 to June 30, 2029. The amount expected to be reimbursed will be \$643,348, and the contract includes a not to exceed amount of \$800,000. The Jefferson School Resource Officer position is budgeted within the Tracy Police Operating Budget.

PUBLIC OUTREACH/ INTEREST

The Jefferson School Resource Officer position has had significant community support and aligns with the community's interest in fostering a safe school environment.

COORDINATION

Not applicable

CEQA DETERMINATION

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

STRATEGIC PLAN

This agenda item supports the City of Tracy's strategic plan, Public Safety goal of enhancing Community Outreach and Engagement through Crime Prevention and Reduction Activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing and approving (1) a Professional Services Agreement with the Jefferson School District for School Resource Officer services for the utilization of one (1) Tracy Police Officer to serve as a School Resource Officer for a term of four years, July 1, 2025 to June 30, 2029 and a not to exceed amount of \$800,000 and (2) authorizing the agreement retroactively to July 1, 2025.

Prepared by: Daniel Garcia, Police Lieutenant

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

Approved by: Midori Lichtwardt, City Manager

Attachment A – Police Services Agreement with Jefferson School District

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES**

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Jefferson School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

- A. District seeks to provide increased safety at its public schools by utilizing one (1) Tracy City Police Department Officer ("Officer") designated and assigned by the City as School Resource Officer ("SRO").
- B. The City desires to assign and designate the Officer to serve as SRO.
- C. The Parties do not intend this Agreement to create on the part of the City or the SRO any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for the SRO to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this agreement shall begin on July 1, 2025, and end on June 30, 2029, unless terminated in accordance with Section 12, Termination or Suspension of Agreement or Services.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO duties shall include but not be limited to:

- 3.1.** SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the District.
- 3.2.** The District and the SRO will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region to provide a safe school environment. The SRO will regularly communicate with the school administration in their region as necessary to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.
- 3.3.** Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SRO work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SRO to perform the Service at all times considering the District's school hours and the needs of the City. Whenever possible, it is the intent of the parties that the SRO's duty hours

shall conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SRO as described herein.

It is understood and agreed that the SRO assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one- half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police Officers Association (July 1, 2025 through June 30, 2029) ("MOU"). The MOU is public information and can be found at <https://www.cityoftracy.org/our-city/departments/human-resources/salary-schedules-mous-and-benefits>.

Pursuant to the MOU, Officers receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for one officer to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be \$160,837 per year, but shall not exceed \$200,000 per year.

\$321,673.25 Fully Burdened Step E + 5% incentive
_____ 1 Officer
\$321,673.25

	50% School District Share
\$160,837	District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7. INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning July 1, 2025 and District shall remit payment within thirty (30) days.

SECTION 8. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SRO providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 9. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 10. INDEMNITY. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, losses, damage, cost, expenses, awards, fines, judgements and expenses of litigation, (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) arising out of or in connection with the assigned officer's performance of work or their failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

10.1 The City shall indemnify, defend, and hold harmless the District, its officers, officials, volunteers and employees from and against any and all claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

10.2 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

10.3 In the event of concurrent negligence on the part of District or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties,

forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

10.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement, or legal challenges brought as to the validity of the Agreement.

10.5 This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The provisions of this indemnity section shall survive the expiration or termination of the Agreement.

10.6 If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer/SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer/SRO and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 11. INSURANCE. District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

11.1 **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.

11.2 **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.

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

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

11.5 **Endorsements.** District shall obtain endorsements to the automobile and commercial general

liability insurance policies with the following provisions:

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

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

11.6 Notice of Cancellation. District 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. District shall immediately obtain a replacement policy.

11.7 Authorized Insurers. All insurance companies providing coverage to District 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.

11.8 Insurance Certificate. District 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.

11.9 Substitute Certificates. District 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.

11.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District 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.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

12.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

12.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 13. NOTICES. All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:

Tracy Police Department
Attn: Bureau of Special Operations, Captain
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office 333
Civic Center Plaza Tracy,
CA 95376

With a copy To District:
Jefferson School District
Attn: Superintendent
1219 Whispering Wind Drive
Tracy, CA 95377

SECTION 14 – DISPUTE RESOLUTION. If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

- 14.1** Each Party shall designate a senior management or executive level representative to negotiate the dispute;
- 14.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 14.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 14.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as a mediator, shall be commenced within thirty (30) days after selection of a mediator provided, and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 14.5** The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.
- 14.6** The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

SECTION 15. CONFLICT OF INTEREST.

15.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

15.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 16. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 17. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 18. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 19. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 20. MISCELLANEOUS.

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

20.2 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.

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

20.4 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.

20.5 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.

20.6 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. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.

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

20.8 Signatures. The individuals executing this Agreement on behalf of the District 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.

20.9 Counterparts. City and District agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20.10 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. No waiver shall be effective unless it is in writing and signed by the waiving party.

SECTION 21. INTEGRATION OF PRIOR TERMS AND CONDITIONS. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

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

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Jefferson School District


By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 12/1/2025

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Exhibit: A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officer ("SRO") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracy Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officer:

1. SRO shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

- which see the most calls for service on the campuses, and the Officers' MOU with the City.
3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
 4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE JEFFERSON SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE UTILIZATION OF ONE (1) TRACY POLICE OFFICER TO SERVE AS A SCHOOL RESOURCE OFFICER FOR A TERM OF FOUR YEARS, JULY 1, 2025 TO JUNE 30, 2029, AND A NOT TO EXCEED AMOUNT OF \$800,000; AND

2) APPROVING THE AGREEMENT RETROACTIVELY TO JULY 1, 2025.

WHEREAS, the City of Tracy Police Department will provide one (1) Tracy Police Officer as School Resource Officer (SRO) and

WHEREAS, the City of Tracy Police Department and the Jefferson School District have reached an agreement to provide these services, attached hereto (Exhibit 1), and

WHEREAS, the Jefferson School District has agreed to compensate the City of Tracy at one-half the actual rate of pay, based on a 40-hour work week, as described in the Salary Schedule of the Tracy Police Officer's Association MOU and

WHEREAS, the Jefferson School District has agreed to compensate the City of Tracy for work in excess of 40 hours or required to perform additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by Tracy Police Officer's Association MOU, for each hour worked or additional Service performed.

WHEREAS, The cost for a term of four years, July 1, 2025 to June 30, 2029 will be \$643,348, and a not to exceed amount of \$800,000 will be funded through the police department's operational budget; and

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council does hereby approve a professional services agreement with Jefferson School District, attached as Exhibit 1, to provide the

specified services, for a four year agreement from July 1, 2025 to June 30, 2029 and total not to exceed amount of \$800,000.

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January, 2026 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

EXHIBITS:

- 1). Professional Services Agreement with Jefferson Unified School District

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES**

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Jefferson School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

- A. District seeks to provide increased safety at its public schools by utilizing one (1) Tracy City Police Department Officer ("Officer") designated and assigned by the City as School Resource Officer ("SRO").
- B. The City desires to assign and designate the Officer to serve as SRO.
- C. The Parties do not intend this Agreement to create on the part of the City or the SRO any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for the SRO to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this agreement shall begin on July 1, 2025, and end on June 30, 2029, unless terminated in accordance with Section 12, Termination or Suspension of Agreement or Services.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO duties shall include but not be limited to:

- 3.1.** SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the District.
- 3.2.** The District and the SRO will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region to provide a safe school environment. The SRO will regularly communicate with the school administration in their region as necessary to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.
- 3.3.** Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SRO work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SRO to perform the Service at all times considering the District's school hours and the needs of the City. Whenever possible, it is the intent of the parties that the SRO's duty hours

shall conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SRO as described herein.

It is understood and agreed that the SRO assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one-half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police Officers Association (July 1, 2025 through June 30, 2029) ("MOU"). The MOU is public information and can be found at <https://www.cityoftracy.org/our-city/departments/human-resources/salary-schedules-mous-and-benefits>.

Pursuant to the MOU, Officers receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for one officer to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be \$160,837 per year, but shall not exceed \$200,000 per year.

\$321,673.25 Fully Burdened Step E + 5% incentive
_____ 1 Officer
\$321,673.25

	50% School District Share
\$160,837	District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7. INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning July 1, 2025 and District shall remit payment within thirty (30) days.

SECTION 8. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SRO providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 9. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 10. INDEMNITY. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, losses, damage, cost, expenses, awards, fines, judgements and expenses of litigation, (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) arising out of or in connection with the assigned officer's performance of work or their failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

10.1 The City shall indemnify, defend, and hold harmless the District, its officers, officials, volunteers and employees from and against any and all claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

10.2 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

10.3 In the event of concurrent negligence on the part of District or any of its officers, directors, trustees, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties,

forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

10.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement, or legal challenges brought as to the validity of the Agreement.

10.5 This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The provisions of this indemnity section shall survive the expiration or termination of the Agreement.

10.6 If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer/SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer/SRO and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 11. INSURANCE. District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

11.1 **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.

11.2 **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.

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

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

11.5 **Endorsements.** District shall obtain endorsements to the automobile and commercial general

liability insurance policies with the following provisions:

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

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

11.6 Notice of Cancellation. District 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. District shall immediately obtain a replacement policy.

11.7 Authorized Insurers. All insurance companies providing coverage to District 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.

11.8 Insurance Certificate. District 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.

11.9 Substitute Certificates. District 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.

11.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District 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.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

12.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

12.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 13. NOTICES. All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:

Tracy Police Department
Attn: Bureau of Special Operations, Captain
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office 333
Civic Center Plaza Tracy,
CA 95376

With a copy To District:
Jefferson School District
Attn: Superintendent
1219 Whispering Wind Drive
Tracy, CA 95377

SECTION 14 – DISPUTE RESOLUTION. If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

- 14.1** Each Party shall designate a senior management or executive level representative to negotiate the dispute;
- 14.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 14.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 14.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as a mediator, shall be commenced within thirty (30) days after selection of a mediator provided, and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 14.5** The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.
- 14.6** The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

SECTION 15. CONFLICT OF INTEREST.

15.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

15.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 16. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 17. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 18. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 19. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 20. MISCELLANEOUS.

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

20.2 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.

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

20.4 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.

20.5 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.

20.6 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. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.

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

20.8 Signatures. The individuals executing this Agreement on behalf of the District 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.

20.9 Counterparts. City and District agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20.10 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. No waiver shall be effective unless it is in writing and signed by the waiving party.

SECTION 21. INTEGRATION OF PRIOR TERMS AND CONDITIONS. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

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

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Jefferson School District


By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 12/1/2025

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Exhibit: A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officer ("SRO") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracy Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officer:

1. SRO shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

- which see the most calls for service on the campuses, and the Officers' MOU with the City.
3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
 4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a resolution, (1) accepting public improvements for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084, as complete, and assume responsibility for future operations, maintenance, and repairs, (2) authorizing the City Engineer to release Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

Lennar Homes of California, Inc., a California Corporation (Developer), has completed public improvements for Tracy Hills Villages 9A, Tract 4083, containing 69 single-family residential lots and various other parcels, and Tracy Hills Village 9B, Tract 4084, containing 64 single-family residential lots and various other parcels, in accordance with the respective Subdivision Improvement Agreements, project plans, and specifications. These subdivisions are generally located west of future Lammers Road and north of Tracy Hills Drive, as shown in Attachment A. Staff recommends City Council accept the improvements as completed, authorize City Clerk to file a Notice of Completion, and authorize the City Engineer to release the Developer's bonds.

BACKGROUND AND LEGISLATIVE HISTORY

On April 5, 2016, by Resolution No. 2016-062, City Council certified the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Final SEIR) and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring program for the Tracy Hills Specific Plan Project (Application Numbers GPA 10-0001, SPA 13-0001, ZA 13-0001, DA 13-0001, TSM 13-0005, and TSM 16-0001).

On November 10, 2020, by Resolution No. 2020-188, City Council approved a small-lot Vesting Tentative Map for Tracy Hills Phase 1B Project, Application No. TSM 18-0006, subject to Conditions of Approval, and found it to be in compliance with the Final SEIR, and no further environmental document was required.

On July 21, 2021, City staff issued a mass grading permit, G20-0020, for Tracy Hills Phase 1B, excluding the Phase 1B retention basin. On August 17, 2021, City staff issued a rough grading permit, G20-0020, for the Phase 1B retention basin.

On August 23, 2021, pursuant to Urgency Ordinance No. 1285, City Manager approved an Inspection Improvement Agreement with Developer, allowing at-risk construction of public improvements to proceed in Tracy Hills Village 9A, Tract 4083.

On August 23, 2021, pursuant to Urgency Ordinance No. 1285, City Manager approved an Inspection Improvement Agreement with Developer, allowing at-risk construction of public improvements to proceed in Tracy Hills Village 9B, Tract 4084.

On October 19, 2021, by Resolution No. 2021-148, City Council approved the Subdivision Improvement Agreement and Final Subdivision Map for Tracy Hills Village 9A, Tract 4083. The Subdivision Improvement Agreement replaced and superseded the above-mentioned Inspection Improvement Agreement. The Agreement required Developer to perform the Scope of Work defined in the plan sets on file in the Office of the City Engineer:

On October 19, 2021, by Resolution No. 2021-149, City Council approved the Subdivision Improvement Agreement and Final Subdivision Map for Tracy Hills Village 9B, Tract 4084. The Subdivision Improvement Agreement replaced and superseded the above-mentioned Inspection Improvement Agreement. The Agreement required Developer to perform the Scope of Work defined in the plan sets on file in the Office of the City Engineer:

The above Subdivision Improvement Agreements for Tracy Hills Village 9A and 9B are referred to collectively as “the Agreements”.

ANALYSIS

Developer has completed all the work required to be done in accordance with the Agreements and has requested acceptance of the public improvements. The Public Works – Engineering Division has inspected the completed work and can confirm that the improvements conform to the Agreements and approved plans and specifications. The estimated cost of the public improvements is as follows:

<u>Village 9A and 9B Cost Breakdown</u>	
Roadway Improvements	\$1,431,767
Water	\$448,030
Storm Drainage	\$394,819
Sanitary Sewer	\$465,724
Landscaping	\$308,033
Street Lighting	\$141,900
Total	\$3,190,273
Dedicated Land Value	\$765,000

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

Village 9A Subdivision Improvement Agreement

<u>Bond Type</u>	<u>Amount</u>
Faithful Performance	\$1,569,832
Labor and Material	\$1,569,832
Warranty	\$156,894
Monumentation	\$19,875

Village 9B Subdivision Improvement Agreement

<u>Bond Type</u>	<u>Amount</u>
Faithful Performance	\$1,268,542
Labor and Material	\$1,268,542
Warranty	\$126,854
Monumentation	\$20,000

Faithful Performance bonds may be released upon acceptance of improvements by the City. Labor and Material bonds may be released six months after the recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Tracy Municipal Code and Civil Code §9356. Warranty bond may be released one year after City acceptance of improvements and warranty work is completed. Monumentation bond may be released upon City receipt of a letter from the project surveyor stating full payment has been received for the installation of monumentation per Government Code Section 66496. City is now in receipt of said letter.

Village 9A Dedications

The net area of the lands dedicated to the City with public improvements included in the Subdivision Improvement Agreement for Village 9A is 4.31 acres, with an estimated value of \$431,000. Filing of Notice of Completion by the City Clerk will finalize acceptance of public right-of-way per Tracy Municipal Code 12.36.110.

Village 9B Dedications

The total area of the lands dedicated to the City with public improvements included in the Subdivision Improvement Agreement for Village 9B is 3.34 acres, with an estimated value of \$334,000. Filing of Notice of Completion by the City Clerk will finalize acceptance of public right-of-way per Tracy Municipal Code 12.36.110.

FISCAL IMPACT

All improvements were completed by the Subdivider in accordance with the Agreements. The cost of ongoing operations and maintenance of the public improvements will be included as part of the operating budget. Funded in combination of the City Wide Community Facility District (CFD) and General Fund (GF).

COORDINATION

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

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

STRATEGIC PLAN

This agenda item is consistent with the City Council Strategic Priority, Local Economy under Tracy's Economic Development Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution, (1) accepting public improvements for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084, as complete, and assume responsibility for future operations, maintenance, and repairs, (2) authorizing the City Engineer to release Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion with the San Joaquin County Recorder's Office.

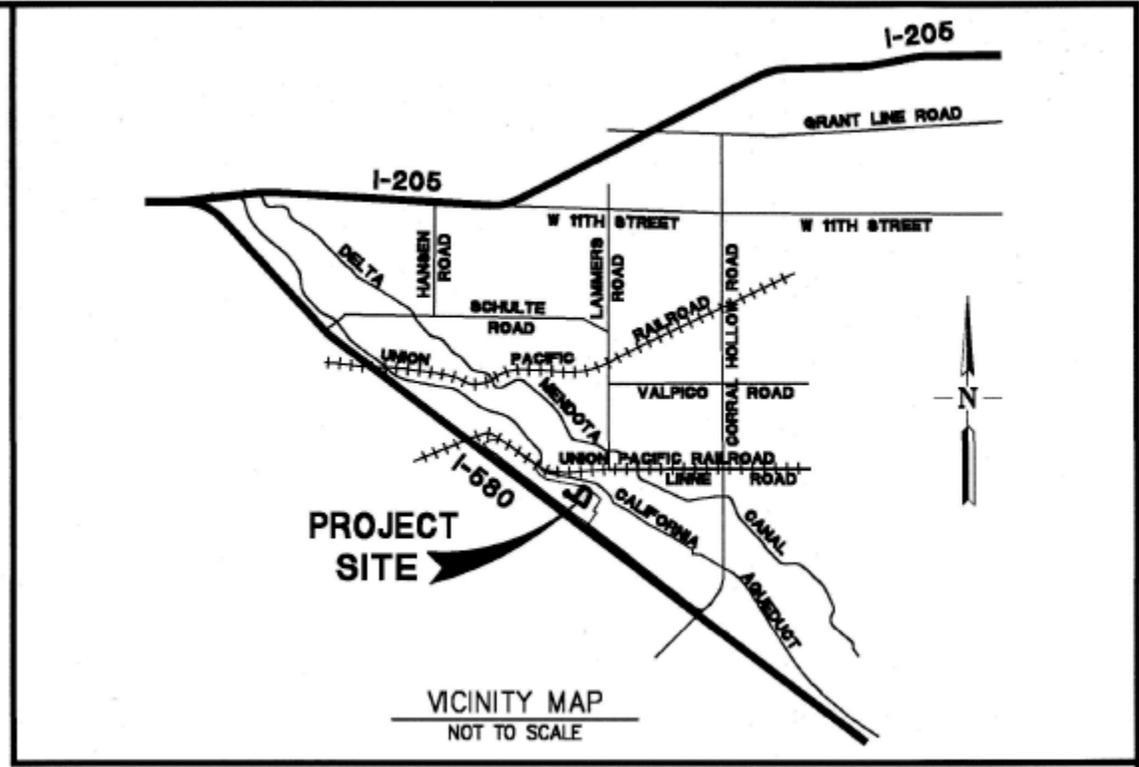
Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Felicia Galindo, Budget Officer
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Vicinity Map



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

-
- (1) **ACCEPTING PUBLIC IMPROVEMENTS FOR TRACY HILLS VILLAGE 9A, TRACT 4083, AND TRACY HILLS VILLAGE 9B, TRACT 4084, AS COMPLETE, AND ASSUME RESPONSIBILITY FOR FUTURE OPERATIONS, MAINTENANCE, AND REPAIRS,**
 - (2) **AUTHORIZING THE CITY ENGINEER TO RELEASE DEVELOPER FURNISHED BONDS IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENTS, AND**
 - (3) **AUTHORIZING THE CITY CLERK TO FILE NOTICES OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.**

WHEREAS, on April 5, 2016, by Resolution No. 2016-062, City Council certified the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Final SEIR) and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring program for the Tracy Hills Specific Plan Project (Application Numbers GPA 10-0001, SPA 13-0001, ZA 13-0001, DA 13-0001, TSM 13-0005, and TSM 16-0001); and

WHEREAS, on November 10, 2020, by Resolution No. 2020-188, City Council approved a small-lot Vesting Tentative Map for Tracy Hills Phase 1B Project, Application No. TSM 18-0006, subject to Conditions of Approval, and found it to be in compliance with the Final SEIR and no further environmental document was required; and

WHEREAS, on October 19, 2021, by Resolution No. 2021-148, City Council approved the Subdivision Improvement Agreement and Final Subdivision Map for Tracy Hills Village 9A, Tract 4083, requiring Lennar Homes of California, Inc, a California Corporation (Developer) to perform the Scope of Work defined in the plan sets on file in the Office of the City Engineer; and

WHEREAS, on October 19, 2021, by Resolution No. 2021-149, City Council approved the Subdivision Improvement Agreement and Final Subdivision Map for Tracy Hills Village 9B, Tract 4084, requiring Developer to perform the Scope of Work defined in the plan sets on file in the Office of the City Engineer; and

WHEREAS, the Public Works – Engineering division has inspected the completed work and recommends acceptance of all public improvements completed in accordance with the Subdivision Improvement Agreements; and

WHEREAS, Developer furnished Performance, Payment, Warranty, and Monumentation bonds assuring completion of the work, and the estimated cost of the improvements is as follows:

Roadway Improvements	\$1,431,767
Water	\$448,030
Storm Drainage	\$394,819
Sanitary Sewer	\$465,724
Landscaping	\$308,033
Street Lighting	\$141,900
Total	\$3,190,273

; and

WHEREAS, 7.65 acres, valued at \$765,000, was dedicated as public right-of-way on the Final Map for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084, and accepted by the City Clerk subject to satisfactory completion of improvements; now, therefore, be it

RESOLVED: That City Council hereby accepts the improvements for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084 as complete in accordance with the Subdivision Improvement Agreements and assumes responsibility for their future operations, maintenance, and repair; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the Developer bonds in accordance with the terms of the Agreements; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file Notices of Completion with the San Joaquin County Recorder’s Office.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January 2026 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTN:	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

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and following such hearing:

- 1. Adopt a Resolution Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code; and**
- 2. Waive the First Reading by Substitution of Title and Introduce an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01- Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.**

EXECUTIVE SUMMARY

At its special Council Meeting on August 26, 2025, the Tracy City Council adopted 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. Pursuant to the Elections Code, the City of Tracy scheduled four public hearings regarding districting. The first hearing was held on October 28, 2025, the second hearing was held on November 18, 2025, the third hearing was held on December 11, 2025, and the fourth hearing was held on January 13, 2026. At the Public Hearing on January 13, 2026, the City Council selected a final map, determined the sequence of elections, and provided direction for the preparation of an Ordinance for by-district elections.

Staff has prepared a Resolution for the formal adoption of the selected map, Districting Plan Green, and an Ordinance for by-district elections, including the sequence of elections. Accordingly, staff recommends that the City Council conduct a public hearing and following such hearing: 1. Adopt a Resolution Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code; and 2. Waive the First Reading by Substitution of Title and Introduce an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01- Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.

BACKGROUND AND LEGISLATIVE HISTORY

If the transition from at-large, citywide elections to by-district elections for Council Members is approved, the City anticipates that the November 2026 election of Council Members will be conducted by district, with two (2) district elections taking place in that election, and the final two (2) district elections taking place in November 2028. The Mayor will remain as an at-large, citywide elected position, with the mayoral election occurring every two (2) years. To help facilitate this process, the following consultants were retained to assist with the potential transition to by-district elections: Wagaman Strategies and Tripepi Smith.

In addition to the four Public Hearings held on October 28, 2025, November 18, 2025, December 11, 2025, and January 13, 2026, the City conducted public outreach to advise residents of the districting process and options to participate in the process, including the submission of draft maps and Communities of Interest. Please visit the City's districting webpage at cityoftracy.org/districting for information about the districting process.

Through the districting process, the City Council reviewed and/or considered five (5) draft maps (identified as Green, Blue, Purple, Red, and Orange) prepared by the City's demographic consultant, Michael Wagaman, and nine (9) draft maps (identified as 333957, 343115, 344307, 344478, 346432, 346442, 346443, 346742, and 346745) timely submitted by the members of the public at its December 11, 2025 Public Hearing.

Additionally, the City Council reviewed and/or considered three (3) revised draft maps (identified as Lime, Blueberry, and Tangerine) prepared by the City's demographic consultant, Michael Wagaman, and three (3) draft maps (identified as 349068, 350064, 353695) timely submitted by the members of the public at its January 13, 2026, Public Hearing.

At the January 13 Public Hearing, the City Council selected the draft map (also referred to as "Districting Plan") identified as Plan Green as the final map for the City of Tracy Council election districts. The City Council also determined the sequence of elections as follows: Districts 1 and 3 will be voted on in 2026 and Districts 2 and 4 will be voted on in 2028, with subsequent City Council Member elections following this assigned sequence.

At the City Council Meeting on January 20, 2026, staff anticipates that the City Council will conduct a public hearing and, following the hearing, adopt a Resolution, outlined in Attachment A to this staff report, Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code with Districting Plan Green as the adopted map of City Council election districts.

Additionally, staff anticipates that the City Council will waive the first reading by substitution of title and introduce an Ordinance, outlined in Attachment B to this staff report, (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01- Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except for operational expenses and English-to-Spanish translation fees for districting-related materials. The translation fees are within the City Manager's spending authority. This staff report does not include a request for additional funding.

STRATEGIC PLAN

This agenda item supports the City Council's strategic priority of Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a public hearing and following such hearing:

1. Adopt a Resolution Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code; and
2. Waive the First Reading by Substitution of Title and Introduce an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01- Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.

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

Reviewed by: Felicia Galindo, Budget Officer
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Resolution

Attachment B – Ordinance

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

CREATING CITY COUNCIL ELECTION DISTRICTS AND THEIR RESPECTIVE BOUNDARIES WITHIN THE TERRITORY OF THE CITY OF TRACY AS PROVIDED BY SECTIONS 34886 AND 34871 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, at its special Council Meeting on August 26, 2025, the Tracy City Council adopted 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; and

WHEREAS, pursuant to the Elections Code, the City of Tracy held four (4) public hearings regarding districting on October 28, 2025, November 18, 2025, December 11, 2025, and January 13, 2026; and

WHEREAS, the City conducted public outreach to advise residents of the districting process and options to participate in the process, including the submission of draft maps and Communities of Interest; and

WHEREAS, through the districting process, the City Council reviewed and/or considered five (5) draft maps (identified as Green, Blue, Purple, Red, and Orange) prepared by the City's demographic consultant, Michael Wagaman, and nine (9) draft maps (identified as 333957, 343115, 344307, 344478, 346432, 346442, 346443, 346742, and 346745) timely submitted by the members of the public at its December 11, 2025, Public Hearing; and

WHEREAS, through the districting process, the City Council reviewed and/or considered three (3) revised draft maps (identified as Lime, Blueberry, and Tangerine) prepared by the City's demographic consultant, Michael Wagaman, and three (3) draft maps (identified as 349068, 350064, 353695) timely submitted by the members of the public at its January 13, 2026, Public Hearing; and

WHEREAS, the City Council finds that an ideal election district based on the 2020 U.S. Census figures would have a population of 23337.5; and

WHEREAS, the City Council finds that the requirements of the California Voting Rights Act and Federal Voting Rights Act have been considered in the creation of the election district boundaries; now, therefore, be it

RESOLVED: That four City Council election districts and their respective boundaries are created as described and identified in the Districting Plan identified as Plan Green, attached hereto as Exhibit 1, and by this reference made a part hereof; and be it

FURTHER RESOLVED: That, henceforth, the adopted Districting Plan shall be referred to as the “Tracy City Council Election Districts Map;” and be it

FURTHER RESOLVED: That the City Clerk is directed to maintain on file this Resolution and the attached Districting Plan (Exhibit 1); and be it

FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution and the attached Districting Plan describing all four City Council election districts, and to file a copy hereof, so certified, with the Secretary of the State of California, and with the San Joaquin County Clerk.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January, 2026 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

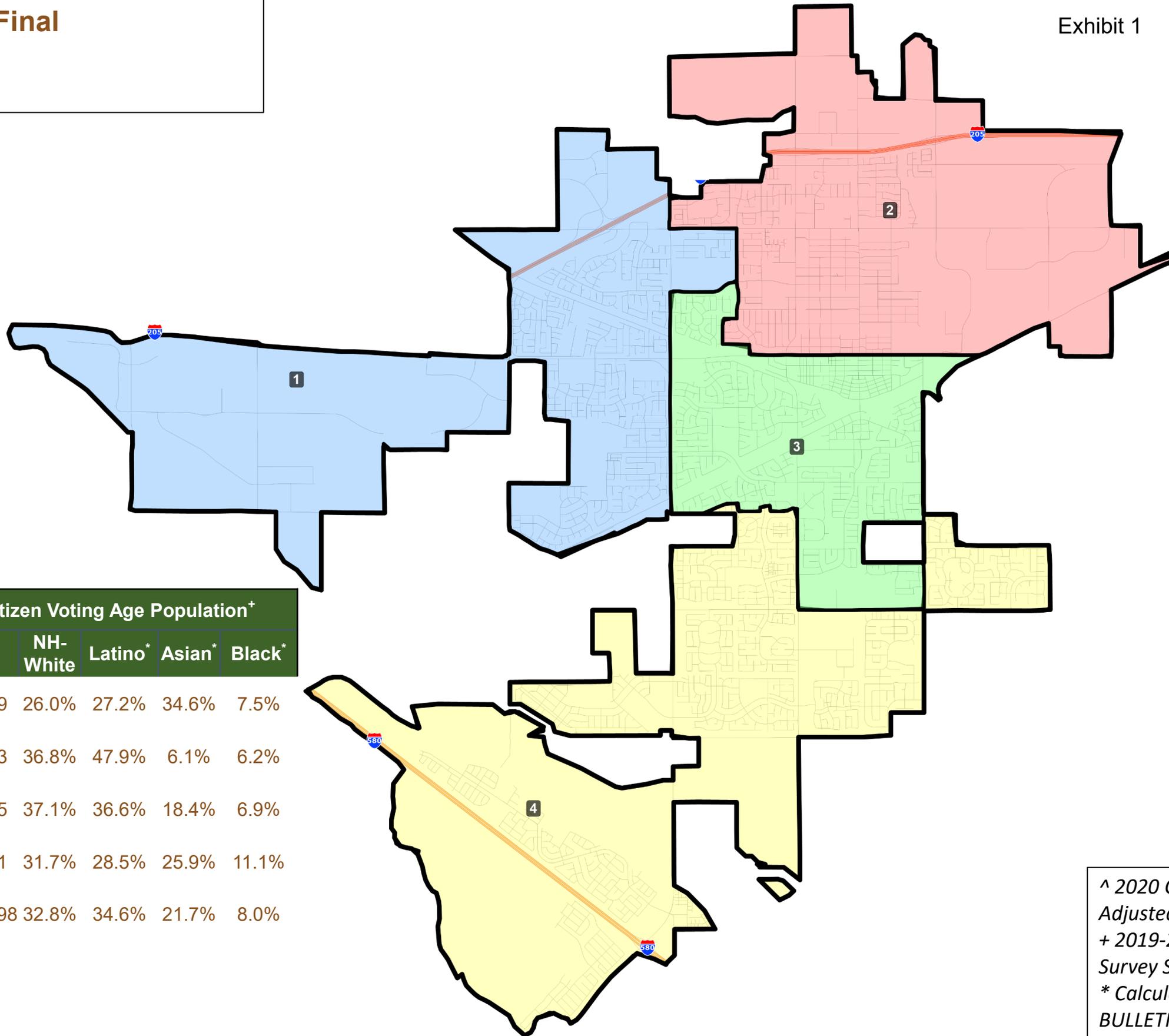
Exhibits:

Exhibit 1 – Plan Green



Proposed Final

Exhibit 1



#	Population [^]		Citizen Voting Age Population ⁺				
	Total	Deviation	Total	NH-White	Latino*	Asian*	Black*
1	22,955	-1.6%	14,999	26.0%	27.2%	34.6%	7.5%
2	22,804	-2.3%	13,423	36.8%	47.9%	6.1%	6.2%
3	23,822	+2.1%	15,485	37.1%	36.6%	18.4%	6.9%
4	23,769	+1.8%	15,691	31.7%	28.5%	25.9%	11.1%
Total	93,350	4.4%	59,598	32.8%	34.6%	21.7%	8.0%

Prepared by
WAGAMAN STRATEGIES

[^] 2020 Census Redistricting Data.
Adjusted for incarcerated populations
+ 2019-2023 American Community
Survey Special Tabulation
^{*} Calculated pursuant to OMB
BULLETIN NO. 00-02

Metes and Bounds

The districts are as follows:

District 1: All the portion of the City of Tracy lying westerly of the following described line: Beginning at the intersection of the southerly boundary of the City of Tracy and Corral Hollow Road, and proceeding northerly along Corral Hollow Road to Lowell Avenue, and proceeding easterly along Lowell Avenue to Lincoln Boulevard, and proceeding northerly along Lincoln Boulevard to Grant Line Road, and proceeding westerly along Grant Line Road to Corral Hollow Road, and proceeding northerly along Corral Hollow Road to the northerly boundary of the City of Tracy.

District 2: All the portion of the City of Tracy lying northerly of the following described line: Beginning at the intersection of the easterly boundary of the City of Tracy and Eleventh Street, and proceeding westerly along Eleventh Street to Lincoln Boulevard, and proceeding northerly along Lincoln Boulevard to Twelfth Street, and proceeding westerly along Twelfth Street to Schleiger Drive, and proceeding northerly along Schleiger Drive to Beverly Place, and proceeding easterly along Beverly Place to Lincoln Boulevard, and proceeding northerly along Lincoln Boulevard to Grant Line Road, and proceeding westerly along Grant Line Road to Corral Hollow Road, and proceeding northerly along Corral Hollow Road to the northerly boundary of the City of Tracy.

District 3: All the portion of the City of Tracy lying within the following described line: Beginning at the intersection of the southerly boundary of the City of Tracy and Parkside Drive, and proceeding easterly along Parkside Drive to Havenbrook Drive, and proceeding southerly along Havenbrook Drive to Brighton Drive, and proceeding easterly along Brighton Drive to Plymouth Drive, and proceeding northerly along Plymouth Drive to Amberwood Way, and proceeding easterly along Amberwood Way to Candlewood Drive, and proceeding southerly along Candlewood Drive to Menay Drive, and proceeding easterly along Menay Drive to Tracy Boulevard, and proceeding southerly along Tracy Boulevard to Valpico Road, and proceeding easterly along Valpico Road to Mac Arthur Drive, and proceeding northerly along Mac Arthur Drive to the easterly boundary of the City of Tracy, and proceeding northerly along the boundary of the City of Tracy to Eleventh Street, and proceeding westerly along Eleventh Street to Lincoln Boulevard, and proceeding northerly along Lincoln Boulevard to Twelfth Street, and proceeding westerly along Twelfth Street to Schleiger Drive, and proceeding northerly along Schleiger Drive to Beverly Place, and proceeding easterly along Beverly Place to Lincoln Boulevard, and proceeding northerly along Lincoln Boulevard to Lowell Avenue, and proceeding westerly along Lowell Avenue to Corral Hollow Road, and proceeding southerly along Corral Hollow Road to the southerly boundary of the City of Tracy.

District 4: All the portion of the City of Tracy lying southerly of the following described line: Beginning at the intersection of the southerly boundary of the City of Tracy and Parkside Drive, and proceeding easterly along Parkside Drive to Havenbrook Drive, and proceeding southerly along Havenbrook Drive to Brighton Drive, and proceeding easterly along Brighton Drive to Plymouth Drive, and proceeding northerly along Plymouth Drive to Amberwood Way, and proceeding easterly along Amberwood Way to Candlewood Drive, and proceeding southerly along Candlewood Drive to Menay Drive, and proceeding easterly along Menay Drive to Tracy Boulevard, and proceeding southerly along Tracy Boulevard to Valpico Road, and proceeding easterly along Valpico Road to Mac Arthur Drive, and proceeding northerly along Mac Arthur Drive to the easterly boundary of the City of Tracy.

Metes and Bounds

And all the portions of the City of Tracy lying within the following described line:

Beginning at the northwestern corner of the 7299 Tracy Boulevard parcel boundary, and proceeding along the boundary of the City of Tracy to the northwestern corner of the 7299 Tracy Boulevard parcel boundary.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE**TRACY CITY COUNCIL****ORDINANCE NO. _____**

AN ORDINANCE (1) AMENDING TITLE 2 – ADMINISTRATION OF THE TRACY MUNICIPAL CODE TO ADD (A) CHAPTER 2.01 – ELECTIONS AND (B) THE FOLLOWING THREE SECTIONS UNDER CHAPTER 2.01- ELECTIONS: 2.01.010 – ESTABLISHMENT OF BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS, EXCLUDING THE MAYOR, 2.01.020 – ESTABLISHMENT OF CITY COUNCIL ELECTION DISTRICTS, AND 2.01.030 – ESTABLISHMENT OF THE SEQUENCE OF ELECTIONS FOR CITY COUNCIL MEMBERS ELECTED BY DISTRICT; AND (2) RELOCATING SECTION 2.04.040 – TERM LIMITS OF THE TRACY MUNICIPAL CODE TO CHAPTER 2.01 AS SECTION 2.01.040 OF THE TRACY MUNICIPAL CODE

WHEREAS, California Government Code Section 34886 states that “[n]otwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21130 of the Elections Code and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code);” and

WHEREAS, California Government Code Section 34871 states that “[a]t any municipal election, or special election held for that purpose, the legislative body may submit to the registered voters an ordinance providing for the election of members of the legislative body in any of the following ways:

- (a) By districts in five, seven, or nine districts.
- (b) From districts in five, seven, or nine districts.
- (c) By districts in four, six, or eight districts, with an elective mayor pursuant to Article 5 (commencing with Section 34900).
- (d) From districts in four, six, or eight districts, with an elective mayor pursuant to Article 5 (commencing with Section 34900).

The term 'by districts' as used in this article shall mean election of members of the legislative body by voters of the district alone. The term 'from districts' shall mean election of members of the legislative body who are residents of the district from which they are elected by the voters of the entire city. 'Geographical area making up the district' shall in the case of elections by district mean the district, and in the case of elections from districts shall mean the entire city except with respect to the residence requirements imposed by Section 34882.

That ordinance may also be qualified for the ballot by means of an initiative measure in accordance with Chapter 3 (commencing with Section 9200) of Division 9 of the Elections Code;"

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

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The Tracy Municipal Code shall be amended to add or relocate Chapters, Sections, and text as outlined in Sections 3 through 7.

SECTION 3. Addition of Chapter 2.01 – Elections.

SECTION 4. Addition of Section 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor.

(a) Pursuant to California Government Code §§ 34886 and 34871(c), City Council Members shall be elected by district in four single-member districts. The Mayor will be separately elected by a citywide vote.

(1) Beginning with the general municipal election in November 2026, City Council Members shall be elected in the election districts established by Section 2.01.020 and as subsequently reapportioned as required by state law and/or federal law. Elections shall take place on a by-district basis as that term is defined in California Government Code § 34871; meaning one member of the City Council shall be elected from each district, by the voters of that district alone, except for the Mayor, who shall be elected citywide. In accordance with Section 2.01.040, and except as provided in Section 2.05.140(b), each City Council Member, excluding the Mayor (who serves a two-year term), shall serve a four-year term until his or her successor has qualified.

(2) Except as provided in subsection (a)(3) of this section, the City Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code § 34882 and California Elections Code § 10227. Termination of residency in a district by a City Council Member shall create

an immediate vacancy for that City Council district, unless a substitute residence within the district is established within 30 days after the termination of residency.

- (3) Notwithstanding any other provision of this section, the City Council Members in office at the time this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. Notwithstanding the City Council Policy on Filling City Council Vacancies, vacancies in City Council Member offices elected at-large may be filled from the City at-large. At the end of the term of each City Council Member, that member's successor shall be elected on a by-district basis in the election districts established in Section 2.01.020 and as provided in 2.01.030. A vacancy in a City Council Member office elected by district shall be filled by a person qualified to hold the office, who is a resident of the district and registered to vote in the district, in a process established by the City Council.

SECTION 5. Addition of Section 2.01.020 – Establishment of City Council Election Districts. Four City Council districts are hereby established in the City of Tracy. The boundaries and identifying number of each district shall be as described on the "Tracy City Council Election Districts Map," adopted by resolution of the City Council and on file in the City Clerk's Office.

SECTION 6. Addition of Section 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District.

- (a) City Council Members shall be elected in Council Districts 1 and 3, beginning with the general municipal election in November 2026, and every four years thereafter, except as provided in the subsection (B) of this section and subject to the term limits set forth in Section 2.01.040.
- (b) The City Council Members from Council Districts 2 and 4 shall be elected beginning with the general municipal election in November 2028, and every four years thereafter, subject to the term limits set forth in Section 2.01.040.

SECTION 7. Relocation of Section 2.04.040 – Term Limits. Section 2.04.040 – Term Limits shall be relocated to Chapter 2.01 – Elections as Section 2.01.040.

SECTION 8. Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 9. Publication 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. (California Government Code § 36933.)

SECTION 10. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 11. Typographical or Clerical (Scrivener’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January, 2026, and finally adopted on the ____ day of _____ 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Agenda Item 3.B

RECOMMENDATION

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

- 1. Adopt a Resolution determining that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption); and**
- 2. Waive the first reading by substitution of title and introduce an ordinance to repeal in its entirety and readopt Article 36.5 – Density Bonus, of Chapter 10.08 of the Tracy Municipal Code.**

EXECUTIVE SUMMARY

The Density Bonus code section for the City of Tracy currently exists as Article 36.5 of Chapter 10.08 of the Tracy Municipal Code. The update of the Density Bonus code section is part of a strategy to provide incentives for the construction of affordable and workforce housing. This project is City initiated to comply with State housing laws and to complete implementation actions required in the City Council adopted 2023-2031 Housing Element Update.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council adopted the 2023-2031 Housing Element on July 1, 2025. The City of Tracy received a compliance letter from the California Department of Housing and Community Development (HCD) on August 11, 2025, indicating HCD’s tentative certification of the City’s 6th cycle Housing Element update for the 2023-2031 planning period. In total, the Housing Element includes approximately 94 tasks that need to be implemented by the City, including updates to the Density Bonus code section.

The City Council has identified that affordable and workforce housing is a priority for the city. Staff and the Council are currently working on numerous action items and updates to help incentivize housing development in the community. These action items are facilitated through the Housing Element - Program 7: Affordable/Workforce Housing. Attachment A provides an update on the various action items required by this program.

PROJECT DESCRIPTION

Article 36.5 – Density Bonus - provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development

projects. In enacting this section, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's General Plan Housing Element. There are several principal ideas involved in density bonus law, as shown below:

Density Bonus—When a certain percentage of affordable (moderate, low or very low-income levels) dwelling units are added to a project, the State's density bonus provisions allow for an increase in overall density of a project in proportion to the affordable units that are added.

Incentives—When a certain percentage of affordable units is proposed within a density bonus project (the percentage varies based on the level of affordability); incentives must be granted by the City. These incentives relate to required development standards, such as building setbacks, lot size, building height, lot coverage, etc. State law requires that a certain number of incentives be granted to projects as requested, however, the City is able to establish definitions as to how much of a deviation from required standards is considered a single incentive.

Land Donation—If a project applicant donates land to the City, additional density bonuses can be granted for the construction of an increased number of units but not exceeding a 35% density bonus for the overall project.

Child Care Facilities—When a density bonus project with childcare facilities on the premises is proposed, an additional density bonus, or an additional incentive can be granted to the project.

Condominium Conversions—If a condominium conversion project is proposed for existing apartments, additional units can be created if certain affordability criteria are met.

Continued affordability—State law provides provisions for the continued affordability of ownership units, with regard to resale pricing and appreciation. Rental units must remain affordable for the length of time established by the City, but not for less than 30 years. The proposed ordinance requires a period of 55 years, to be consistent with the City's Growth Management Ordinance affordability provisions.

All of the provisions as required by State law have been included in the proposed Density Bonus Ordinance (Attachment B). The table below identifies major changes to the existing code section verse additions. The previous code section was adopted in 2008. This update is required by numerous changes to State law over the past few years.

Many of the code sections are just being updated with new requirements. Several code sections are updates required by State law.

Section	Proposed Change
10.08.4650 – Purpose	Existing Code Section.
10.08.4653 – Definitions	Replace and Update
10.08.4656 – Granting of Bonus	New Section
10.08.4659 – Number of Bonus Units	New Section
10.08.4662 – Land Donation	Replace and Update
10.08.4665 – Child Care	Replace and Update
10.08.4668 – Condo Conversion	Replace and Update
10.08.4671 – Design and Distribution	New Section
10.08.4674 – Request for Incentive	New Section
10.08.4677 – Granting of Incentive	New Section
10.08.4680 – Modify Development Standards	Existing Code Section.
10.08.4683 – Application Requirement	Existing Code Section.
10.08.4680 – Density Bonus Agreement	Existing Code Section.

PUBLIC OUTREACH / INTEREST

Public Hearing notices were provided to the local paper and posted on the City website. These noticing requirements were completed for both the Planning Commission and City Council.

PLANNING COMMISSION ACTION

The Planning Commission held a duly noticed public hearing on December 3, 2025. The Commission considered and reviewed the staff report, exhibits, and recommended resolutions and ordinances. Based upon the information presented at the hearing, the Planning Commission voted 4-0 with one commissioner absent, to recommend that City Council approve the Housing Policy Implementation – Density Bonus.

FISCAL IMPACT

The proposed ordinances are a part of the 2023-2031 Housing Element implementation and compliance effort, which is being funded by the City’s General Fund.

CEQA DETERMINATION

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

STRATEGIC PLAN

While required by State law, the Housing Policy Implementation – Density Bonus project supports the City’s Quality of Life Strategy, Goal Number 1: Advance the City of Tracy’s Housing Element.

ACTION REQUESTED OF THE CITY COUNCIL

The City of Tracy Planning Commission recommends that the City Council:

1. Adopt a Resolution determining that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15379 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption).
2. Adopt an ordinance to repeal Article 36.5 in its entirety and readopt Article 36.5 – Density Bonus, of Chapter 10.08, Planning and Zoning, of the Tracy Municipal Code.

Prepared by: Craig Hoffman, Senior Planner

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Housing Element - Program 7: Affordable/Workforce Housing

Attachment B – An Ordinance of The City of Tracy to repeal in its entirety and readopt Article 36.5 – Density Bonus, of Chapter 10.08 of the Tracy Municipal Code.

Exhibit 1 – Article 36.5 – Density Bonus

Attachment C – Planning Commission Resolution No. 2025-025

Housing Element - Program 7: Affordable/Workforce Housing

The City Council has identified that affordable and workforce housing is a priority and identified numerous action items and updates to help incentivize housing development in the community. Actions and updates to pursue over the 2023-2031 planning period include:

- Rezones for the Opportunity Sites. *Staff is currently completing review on a Draft Environmental Impact Report that will be routed for review in January. Staff anticipates public hearings in the April / May 2026 timeframe.*
- Amend Zoning Ordinance for Density Bonus. *This item is currently before the City Council for approval.*
- Amend Zoning Ordinance to permit high density housing by right in certain commercial zones. *City Council approved the code modifications to the General Highway Commercial Zone on December 2, 2025*
- Update the Zoning Ordinance with the most recent State law changes regarding ADUs (Program 12). *Staff is currently working on this item.*
- Rezone two sites, currently zoned Industrial, to accommodate the City's 5th cycle RHNA (Program 9). *Staff is currently completing review on a Draft Environmental Impact Report that will be routed for review in January. Staff anticipates public hearings in the April / May 2026 timeframe.*
- Increase maximum densities in higher density residential zones (Program 9). *City Council approved the code modifications to the High Density Residential Zone on December 2, 2025*
- Remove minimum lot size in favor of floor area ratio and/or units per acre in residential zones. *City Council approved the code modifications to the Medium Density Residential (MDR), Medium Density Cluster (MDC), Small Lot Residential (SLR) and High Density Residential (HDR) zones on December 2, 2025*
- Increase minimum density in medium density residential zones (Program 9). *City Council approved the code modifications to the Medium Density Residential Zone on December 2, 2025*
- Allow and encourage duplexes, triplexes, and fourplexes in new single-family home subdivisions. *This item was heard before the Planning Commission on January 14, 2026 and will be before the City Council in February.*
- Create and apply an overlay zone that allows clusters of tiny homes. *This item was heard before the Planning Commission on January 14, 2026 and will be before the City Council in February.*
- Amend the City's parking ordinance to reduce the number of off-street parking spaces required for new multi-family housing development projects (Program 14). *Staff is currently working on this item.*

Attachment A

- Develop objective design standards for multi-family development (Program 15). *City Council approved the code modifications on December 2, 2025*
- Consider inclusionary housing (Program 13). Staff is currently reviewing how all the modifications to the Tracy code help facilitate inclusionary housing.

Although not a part of Program 7, staff has also completed these items:

- Tiny Homes definition and development provisions. *This item was heard before the Planning Commission on January 14, 2026 and will be before the City Council in February.*
- Manufactured Housing definition and development provisions. *This item was heard before the Planning Commission on January 14, 2026 and will be before the City Council in February.*
- Opportunity Site Development (Program 9). *This item was heard before the Planning Commission on January 14, 2026 and will be before the City Council in February.*
- The San Joaquin Regional Housing Fund Inc. *The creation of this regional entity is intended as a tool to accelerate housing production, boost current local housing activities, and leverage other state and federal funding opportunities. The City Council approved joining this program on July 2, 2024.*

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO REPEAL ARTICLE 36.5 IN ITS ENTIRETY AND READOPT ARTICLE 36.5 – DENSITY BONUS ZONING REGULATIONS, OF CHAPTER 10.08, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE.

WHEREAS, state law requires the City of Tracy to adopt a General Plan containing mandatory elements including housing, and that the Housing Element is required to be updated and is subject to statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD); and

WHEREAS, the 2023-2031 Housing Element was prepared in coordination with the California Department of Housing and Community Development; and

WHEREAS, the update to the Housing Element has provided residents and other interested parties with opportunities to review draft documents and proposed policies, and to provide recommendations for consideration by decision-makers; and

WHEREAS, the 2023-2031 Housing Element public participation efforts included an online housing survey in both English and Spanish, stakeholder focus group interviews, dedicated webpage on City website, an email list, community workshops, joint Planning Commission and City Council study session and several Planning Commission and City Council public hearings; and

WHEREAS, on July 1, 2025, Tracy City Council adopted the 2023-2031 Housing Element Update, requiring staff to implement the objectives, policies, and programs set forth in the Housing Plan to provide housing that fulfills the diverse needs of the community; and

WHEREAS, the California Department of Housing and Community Development provided tentative certification on August 11, 2025, on the 2023-2031 Housing Element subject to various implementation programs and polices being updated and enacted; and

WHEREAS, the 2023-2031 Housing Element requires the Density Bonus section of the municipal code to be updated with increased density bonus, and incentives or concessions; and

WHEREAS, this article provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects; and

WHEREAS, in enacting this article, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025, and recommended that the City Council adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on January 20, 2026; and

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

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Amendment to Tracy Municipal Code, Chapter 10.08, Article 36.5. The City Council hereby approves the zoning text amendment to repeal Article 36.5 – Density Bonus in its entirety and readopt Article 36.5 Density Bonus –as

attached to this Ordinance as Exhibit 1 and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 4. Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. Publication 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.

SECTION 7. Typographical or Clerical (Scrivener’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

Ordinance _____

Page 4

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the 20th day of January 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Exhibit 1 – Chapter 10.08, Article 36.5 – Density Bonus

Chapter 10.08, Article 36.5. Density Bonus

10.08.4650 Purpose.

This section provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects. In enacting this section, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element. This section is enacted under the authority of Government Code sections 65915 through 65917.5.

10.08.4653 Definitions.

In this article 36.5, the following definitions apply. For definitions not included here, see Municipal Code, title 10, article 2, Definitions.

(a) "Affordable rent" means a rent, including a reasonable utility allowance as determined by the planning and building department director, for rental target units that does not exceed the following calculations pursuant to Health and Safety Code Section 50053:

- (1) Very low income: Fifty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.
- (2) Low income: Sixty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.

(b) "Affordable sales price" means a sales price at which very low, low, or moderate income households can qualify for the purchase of target units, taking into account available financing, number of bedrooms and assumed household size, reasonable down payment, and affordable housing costs as defined in Health and Safety Code Section 50052.5. The affordable sales price shall not exceed a price affordable to households based on the following calculations:

- (1) Very low: household income at or below 50 percent of the AMI.
- (2) Low: household income at or below 70 percent of the AMI.
- (3) Moderate: household income at or below 110 percent of the AMI.

(c) "AMI" mean the area median income for San Joaquin County.

(d) "Child care facility" means a child care facility other than a family day care home, including not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers, pursuant to Government Code Section 65915(h)(4).

(e) "Concession or incentive" means any of the following, pursuant to Government Code Section 65915(k):

- (1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum

building standards approved by the California Building Standards Commission as provided in Health and Safety Code Sections 18901 et seq., including, but not limited to:

- (A) Reduced minimum lot sizes and/or dimensions.
- (B) Reduced minimum lot setbacks.
- (C) Increased maximum lot coverage.
- (D) Reduced On-site Parking Standards. Upon the request of the developer, the City shall require a vehicular parking ratio, inclusive of handicapped and guest parking:

In the following ratios:

- I. Zero to one bedroom: One onsite parking space.
- II. Two to three bedrooms: Two onsite parking spaces.
- III. Four and more bedrooms: Two and one-half parking spaces.

If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide "onsite parking" through covered parking or uncovered off-street parking, but not through on-street parking.

- (1) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost and are compatible with the housing units and the existing or planned development in the area where the housing project will be located.
- (2) Other regulatory incentives or concessions proposed by the applicant or the City that result in identifiable and actual cost reductions.

(f) "Condominium project" has the same meaning as set forth in Civil Code Section 1351(f) for moderate income households.

(g) "Density bonus" is defined as a density increase of at least five percent, unless a lesser percentage is elected by the applicant, and no more than 35 percent over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city.

(h) "Density bonus housing agreement" means a legally binding agreement between an applicant and the city to ensure that the requirements of this chapter are satisfied and that establishes, among other things, the number, size, location, terms and conditions of affordability, and production schedule of target units.

(i) "Density bonus units" means those residential units approved pursuant to the provisions of this chapter that exceed the otherwise maximum residential density for the proposed housing development site.

- (j) "Development standard" means any ordinance, general plan element, specific plan, or other city condition, law, policy, resolution or regulation, as set forth in Government Code Section 65915(o)(1).
- (k) "Housing cost" means the sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, property taxes and assessments, fire and casualty insurance, and homeowner association fees.
- (l) "Low-income household" means persons and families whose income does not exceed the low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (m) "Maximum residential development" means the maximum number of residential units permitted by the general plan and applicable zoning district at the time of application, except for the provisions of this chapter.
- (n) "Moderate income household" means persons and families whose income does not exceed the moderate-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (o) "Non-restricted unit" means any unit within a housing development that is not a target unit.
- (p) "Qualifying resident" means a senior citizen or other person eligible to reside in senior citizen housing as defined under Civil Code Section 51.3.
- (q) "Senior housing" means a housing development consistent with the State Fair Employment and Housing Act which has been designed to meet the physical and social needs of senior citizens and which otherwise qualifies as housing for older persons as defined in the federal Fair Housing Amendments Act of 1988.
- (r) "Target unit" means a dwelling unit within a housing development that is affordable to and will be reserved for sale or rent to very low, low, or moderate income households, or to qualifying residents.
- (s) "Very low-income household" means persons and families whose income does not exceed the very low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

10.08.4656 Granting of density bonuses and incentives.

- (a) The city shall either grant a density bonus and at least one concession or incentive, or provide other concessions or incentives of equivalent financial value (based on the land cost per dwelling unit) when the applicant for a housing development agrees or proposes to construct at least any one of the following:

- (1) Ten percent of the total dwelling units for very low-income households.
- (2) Twenty percent of the total dwelling units for low-income households.
- (3) Fifty percent of the total dwelling units for qualifying residents.
- (4) Twenty percent of the total dwelling units in a condominium project for moderate income households.

(b) The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change or other discretionary approval by the city.

10.08.4659 Number of density bonus units.

The city shall grant a density bonus, and incentives or concessions described in Section 10.08.4680, when an applicant for a residential development project seeks and agrees to construct at least anyone of the following:

(a) Ten percent of the total dwelling units of a residential development project for low-income households; or

Density Bonus Calculation	
Percentage Low-Income Units	Percentage Density Bonus
10%	20%
11%	21.5%
12%	23%
13%	24.5%
14%	26%
15%	27.5%
16%	29%
17%	30.5%
18%	32%
19%	33.5%
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

(b) Five percent of the total dwelling units of a residential development project for very low-income households; or

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
5%	20%
6%	22.5%
7%	25%
8%	27.5%

9%	30%
10%	32.5%
11%	35%
12%	38.75%
13%	42.5%
14%	46.25%
15%	50%

(c) A residential development project meeting the requirements of a senior citizen housing development or a mobile home park as defined under state law; or

Density Bonus Calculation: Twenty percent

(d) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements - all units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled currently or in the past six months in at least six units at an institution of higher education:

Density Bonus Calculation	
Percentage Lower-Income Units	Percentage Density Bonus
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

(e) Ten percent of the total dwelling units in a common interest development as defined in Section 1351 of the Civil Code, for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

Density Bonus Calculation	
Percentage Moderate-Income Units	Percentage Density Bonus
10%	5%
11%	6%
12%	7%
13%	8%
14%	9%
15%	10%
16%	11%
17%	12%
18%	13%
19%	14%
20%	15%
21%	16%

22%	17%
23%	18%
24%	19%
25%	20%
26%	21%
27%	22%
28%	23%
29%	24%
30%	25%
31%	26%
32%	27%
33%	28%
34%	29%
35%	30%
36%	31%
37%	32%
38%	33%
39%	34%
40%	35%
41%	38.75%
42%	42.5%
43%	46.25%
44%	50%

The applicant shall elect whether the density bonus shall be awarded on the basis of subsection (a), (b), (c), (d) or (e) above. All density calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus shall not be included when determining the number of dwelling units that is equal to five or ten percent of the total dwelling units.

10.08.4662 Land donation.

When an applicant donates land to the city, the applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire residential development project as follows:

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%

15%	20%
16%	21%
17%	22%
18%	23%
19%	24%
20%	25%
21%	26%
22%	27%
23%	28%
24%	29%
25%	30%
26%	31%
27%	32%
28%	33%
29%	34%
30%	35%

This increase shall be in addition to any density bonus mandated in Section 10.08.4659(a) through (e) above, up to a maximum combined increase of 35 percent if the applicant seeks both the increase required under this section and the increase under Sections 10.08.4659 (a) through (e). All density bonuses resulting in fractional numbers of .5 or higher shall be rounded up to the next whole number. An applicant shall be eligible for the increased density bonus described in this section if all of the following conditions are met:

- (a) The applicant donates and transfers the land to the city no later than the date of approval by the city of the final subdivision map, parcel map, or residential development application of the residential development project seeking the density bonus.
- (b) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent of the number of residential units of the proposed residential development project seeking the density bonus.
- (c) The transferred land:
 - (1) Is at least one acre in size or of sufficient size to permit development of at least 40 units; and
 - (2) Has the appropriate general plan designation and is appropriately zoned for affordable housing based on a density of at least the minimum default density as established by the State Department of Housing and Community Development; and
 - (3) Is or will be served by adequate public facilities and infrastructure; and
 - (4) Has appropriate zoning and development standards to make the development of the affordable units feasible; and

- (5) Has all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land no later than the date of approval of the final subdivision map, parcel map, or of the residential development project seeking the density bonus, except that the city may subject the proposed residential development project to subsequent design review, if the design is not reviewed by the city prior to the time of transfer.
- (d) The transferred land and the affordable units shall be subject to a deed restriction, which shall be recorded on the property at the time of dedication, ensuring continued affordability of the units for a term of at least 30 years.
- (e) The land is transferred to the city or to another housing developer approved by the city.
- (f) The transferred land shall be within the boundary of the proposed residential development project or, if the city agrees, within one-quarter mile of the boundary of the proposed residential development project.

10.08.4665 Child care facilities.

When an applicant proposes to construct a residential development project that conforms to the requirements of Sections 10.08.4659(a) through (e) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the residential development project, the city shall grant either of the following:

- (a) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or
- (b) An additional concession or incentive designated by the city to contribute to the economic feasibility of the construction of the child care facility.

The city shall require, as a condition of approving the residential development project, that the following occur:

- (c) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable housing units are required to remain affordable pursuant to this chapter; and
- (d) Of the children who attend the child care facility, the children of very low-income households, low-income households, and moderate-income households shall equal a percentage that is equal to or greater than the percentage of dwelling units that are made affordable to very low-income households, low-income households, or families of moderate-income households pursuant to Sections 10.08.4659(a) through (e).

Notwithstanding any requirement of this chapter, the city shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

10.08.4668 Condominium conversions.

When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to households earning between 80 percent and 120 percent of median income, or 15 percent of the total units of the proposed condominium project to households earning less than 80 percent of median income, and agrees to pay for the reasonably necessary administrative costs incurred by the city, the city shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value.

For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require the city to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city might otherwise apply as conditions of conversion approval.

An applicant shall be ineligible for a condominium conversion density bonus or other incentives under this section if the apartments proposed for conversion constitute a residential development project for which a density bonus or other incentives were previously provided under this chapter.

10.08.4671 Design, distribution and timing of affordable housing.

Affordable housing units must be constructed concurrently with market-rate units. The affordable units shall be integrated into the residential development project and be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units. The affordable units must also comply with the following criteria:

- (a) Rental Residential Development Projects: When affordable units are required in rental residential development projects, the units should be integrated with the project as a whole. All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, and shall not be distinguished by design, construction, or materials. All affordable units shall be reasonably dispersed throughout the project.
- (b) Owner-Occupied Residential Development Projects: When affordable units are required in owner-occupied residential development projects, the units should be integrated with the project as a whole. Affordable units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing.

All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, except that if the market-rate units provide more than four bedrooms, the affordable units need not provide more than four bedrooms.

No building permits will be issued for market-rate units until permits for all affordable units have been obtained, unless affordable units are to be constructed in phases pursuant to a plan approved by the city. Market-rate units will not be inspected for occupancy until all affordable units have been constructed, unless affordable units are to be constructed in phases pursuant to a plan approved by the city.

10.08.4674 Requests for incentives or concessions.

The applicant must submit a density bonus application, as described in Section 10.08.4683 below, for the specific incentives or concessions that the applicant requests. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of either of the following:

- (a) The concession or incentive is not required in order to provide for affordable housing costs;
- (b) The concession or incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the Federal Register of Historic Resources, or the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.

10.08.4677 Granting of incentives or concessions.

If the conditions of Sections 10.08.4659(a), (b), (c) (d) or (e) are met by applicant, the following incentives or concessions may be granted:

- (A) One incentive or concession for projects that include:
 - (1) At least 10 percent of the total units for lower income households, or
 - (2) At least 5 percent for very low-income households, or
 - (3) At least 10 percent for persons and families of moderate income in a development in which the units are for sale.
- (B) Two incentives or concessions for projects that include:
 - (1) At least 17 percent of the total units for lower income households, or
 - (2) At least 10 percent for very low-income households, or
 - (3) At least 20 percent for persons and families of moderate income in a development in which the units are for sale.
- (C) Three incentives or concessions for projects that include:
 - (1) At least 24 percent of the total units for lower income households, or
 - (2) At least 15 percent for very low-income households, or

(3) At least 30 percent for persons and families of moderate income in a development in which the units are for sale.

(D) Five incentives or concessions for a project meeting the criteria of one hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, “development” includes a shared housing building development. If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development. If a project includes at least 23 percent of the total units for lower income students in a student housing project, the applicant shall instead receive two incentives or concessions.

(F) Four incentives or concessions for projects that include at least 16 percent of the units for very low-income households or at least 45 percent for persons and families of moderate income in a development in which the units are for sale.

10.08.4680 Modifying development standards as an incentive.

(a) Incentives requested under sections 10.08.4662 and 10.08.4665 may include the following:

(1) A reduction of a site development standard or a modification of a zoning code requirement which exceeds the minimum building standards provided in Health and Safety Code section 18901 and following and which result in identifiable, financially sufficient, and actual cost reductions, including, but not limited to:

i. Reduced minimum lot size or dimension.	Each reduction of 10% is considered one incentive.
ii. Reduced minimum lot setback: front or rear yard.	Reduction in combined front and rear yard setbacks is considered one incentive, except that the reduction must leave at least a 5-foot setback for each for front and rear yards.
iii. Reduced side yard setbacks.	Reduction in combined side yard setbacks is considered one incentive, except that the reduction must leave at least one 5-foot setback.

iv. Increased maximum lot coverage.	Each increase of 10% is considered one incentive.
v. Reduced open space requirement.	Each decrease of 10% in the open space and land scape requirement is considered one incentive.
vi. Increased maximum building height.	Each additional story in height is considered one incentive, except when the total building height exceeds four stories. In that case, each additional increase by a partial story is one incentive and each additional increase by a full story is two incentives.
vii. Reduced drive aisle width below the applicable City standard, subject to fire district approval.	Each reduction of three feet in drive aisle width is considered one incentive.
viii. Waiver of a design standard from the City's Design Goals and Standards.	Each waiver of a design standard is considered one incentive. (Waivers of General Plan design standards are not permitted, for example: connectivity, community character.)

(Govt. Code section 65915(l)(1))

(2) Approval of mixed-use zoning in conjunction with the housing development if nonresidential land uses will reduce the cost of the housing development and if the City finds that the proposed nonresidential uses are compatible with the housing development and with existing or planned development in the area where the proposed housing development will be located. (Approval of mixed-use zoning is considered six (6) incentives.) (Govt. Code section 65915(l)(2));

(3) Other regulatory incentives proposed by the developer or the City which result in identifiable, financially sufficient, and actual cost reductions. The City has the right to establish the incentive value for any other incentive proposed by an applicant.

(b) An applicant may seek a waiver or modification of development standards that will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4669 at the densities or with the incentives permitted by this section. The developer shall show that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code sections 65915(e) and (f))

10.08.4683 Application requirements and review.

(a) Application. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be submitted with the first application for approval of a housing development and processed concurrently with all other

applications required for the housing development. The application shall be submitted on a form prescribed by the City and shall include at least the following information:

- (1) Site plan showing total number of units, number and location of target units, and number and location of proposed density bonus units;
- (2) Level of affordability of target units and proposals for ensuring affordability (See section 10.08.4680.);
- (3) Description of any requested incentives, waivers or modifications of development standards, or modified parking standards.
 - (i) For all incentives, the application shall include substantial evidence that the requested incentives result in identifiable, financially sufficient, and actual cost reductions (Govt. Code section 65915(l)(3)),
 - (ii) For waivers or modifications of development standards, the application shall provide substantial evidence to show that the waiver or modification is necessary to make the housing units economically feasible and that the development standards, without waiver or modification, will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4660 at the densities or with the incentives permitted by this section. (Govt. Code sections 65915(e) and (f))

The applicant shall submit a development pro forma in a form prescribed by the City or the City's Economic Consultant. The applicant shall pay the cost of peer review of the development pro forma;

- (4) If a density bonus or concession is requested for a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in section 10.08.4665 can be made;
 - (5) If a density bonus or incentive is requested for a child care facility, the application shall show the location and square footage of the child care facility and provide substantial evidence that each of the findings included in section 10.08.4665 can be made.
- (b) Approval body. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be considered by and acted upon by the approval body with authority to approve the housing development. Any decision regarding a density bonus, incentive, waiver, modification, or revised parking standard may be appealed from the Planning Commission to the City Council. Neither the granting of an incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval. (Govt. Code sections 65915(g)(1) and (2) and (k))
- (c) Findings for approval. Before approving an application for a density bonus, incentive, waiver, or modification, the approval body shall make the following findings:
- (1) If the density bonus is based all or in part on donation of land, the findings included in section 10.08.4662;

- (2) If the density bonus, incentive, or concession is based all or in part on the inclusion of a child care facility, the findings included in section 10.08.4665;
 - (3) If the incentive or concession includes mixed use development, the findings included in section 10.08.4680;
 - (4) If a waiver or modification is requested, the developer has shown by substantial evidence that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code section 65915(f))
- (d) Findings required for denial of incentive. If a request for an incentive is otherwise consistent with this section, the approval body may deny an incentive if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The incentive is not required to provide for affordable rents or affordable ownership costs.
 - (2) The incentive would have a specific adverse impact upon: (i) public health or safety; or (ii) the physical environment; or (iii) on any real property that is listed in the California Register of Historical Resources; and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(d)(1))
- (e) Findings required for denial of waiver or modification. If a request for a waiver or modification is otherwise consistent with this section, the approval body may deny the waiver or modification only if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The waiver or modification would have a specific adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(e))
- (2) The waiver or modification would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
- (f) Findings required for denial of bonus or incentive for child care facility. If a density bonus or concession is based on the provision of child care facilities, the approval body may deny the bonus or concession if it finds, based on substantial evidence, that the City already has adequate child care facilities. (Govt. Code section 65915(i)(3))

10.08.4686 Density bonus housing agreement.

(a) Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus housing agreement (or affordable housing agreement, or other appropriate title) with the City. The agreement shall be made a condition of each discretionary planning permit for the housing development under this subsection. (Govt. Code section 65917)

(b) Recordation. The density bonus housing agreement shall be recorded as a restriction on any parcel on which the target units or density bonus units will be constructed. It shall be recorded before or concurrently with final or parcel map approval, or, where the housing development does not include a map, before issuance of a building permit for any structure in the housing development. The density bonus housing agreement shall run with the land and bind all successors in interest.

(c) Contents. The density bonus housing agreement shall include but not be limited to the following:

- (1) The total number of units approved for the housing development, the number, location, and level of affordability of target units, and the number of density bonus units;
- (2) Standards for determining affordable rent or affordable ownership cost for the target units;
- (3) The location, unit size in square feet, and number of bedrooms of target units;
- (4) Provisions to ensure affordability in accordance with sections 10.08.4653 and 10.08.4677;
- (5) A schedule for completion and occupancy of target units in relation to construction of nonrestricted units;
- (6) A description of any incentives, waivers, or reductions being provided by the City;
- (7) A description of remedies for breach of the agreement by either party. The City may identify tenants or qualified purchasers as third party beneficiaries under the agreement;
- (8) Procedures for qualifying tenants and prospective purchasers of target units;
- (9) Other provisions to ensure implementation and compliance with this section.

(d) For-sale housing provisions. In the case of for-sale housing developments, the density bonus housing agreement shall include the following conditions governing the sale and use of target units during the applicable use restriction period:

- (1) Target units shall be owner-occupied by eligible very low-, low-, or moderate-income households, or by qualified residents in the case of senior citizen housing developments.
- (2) The purchaser of each target unit shall execute an instrument approved by the City and to be recorded against the parcel including such provisions as the City may require to ensure continued compliance with this section.

- (e) Rental housing provisions. In the case of rental housing developments, the density bonus housing agreement shall provide for the following:
- (1) Procedures for establishing affordable rent, filling vacancies, and maintaining target units for eligible tenants;
 - (2) Provisions requiring verification of household incomes;
 - (3) Provisions requiring maintenance of records to demonstrate compliance with this subsection.
- (f) Child care facility or land dedication provisions. A density bonus housing agreement for a child care facility or land dedication shall ensure continued compliance with all conditions included in sections 10.08.4659 and 10.08.4665, respectively.

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY PLANNING COMMISSION

RESOLUTION 2025-025

RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF TRACY CONDUCT A PUBLIC HEARING, AND UPON ITS CONCLUSION, TAKE THE FOLLOWING ACTIONS:

1. INTRODUCE AND ADOPT AN ORDINANCE THAT

(A) DETERMINES THAT THE ORDINANCE IS NOT A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE CEQA GUIDELINES BECAUSE IT HAS NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, EITHER DIRECTLY OR ULTIMATELY. IN THE EVENT THAT THE ORDINANCE IS FOUND TO BE A PROJECT UNDER CEQA, IT IS SUBJECT TO THE CEQA EXEMPTION CONTAINED IN CEQA GUIDELINES SECTION 15061(B)(3) BECAUSE IT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY OF A SIGNIFICANT EFFECT ON THE ENVIRONMENT; AND

(B) APPROVES AN AMENDMENT TO REPEAL ARTICLE 36.5 IN ITS ENTIRETY AND READOPT ARTICLE 36.5 – DENSITY BONUS – OF TITLE 10, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE.

WHEREAS, State law requires the City of Tracy to adopt a General Plan containing mandatory elements including housing, and that the Housing Element is required to be updated and is subject to statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD); and

WHEREAS, the 2023 – 2031 Housing Element was prepared in coordination with the California Department of Housing and Community Development; and

WHEREAS, the update to the Housing Element has provided residents and other interested parties with opportunities to review draft documents and proposed policies, and to provide recommendations for consideration by decision-makers; and

WHEREAS, the 2023 – 2031 Housing Element public participation efforts included an online housing survey in both English and Spanish, stakeholder focus group interviews, dedicated webpage on City website, an email list, community workshops, joint Planning Commission and City Council study session and several Planning Commission and City Council public hearings; and

WHEREAS, on July 1, 2025, Tracy City Council adopted the 2023-2031 Housing Element Update, requiring staff to implement the objectives, policies, and programs set forth in the Housing Plan to provide housing that fulfills the diverse needs of the community; and

WHEREAS, the California Department of Housing and Community Development provided tentative certification on August 11, 2025, on the 2023 – 2031 Housing Element subject to various implementation programs and polices being updated and enacted; and

WHEREAS, the 2023 – 2031 Housing Element requires the Density Bonus section of the municipal code to be updated with increased density bonus, and incentives or concessions; and

WHEREAS, this article provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects; and

WHEREAS, in enacting this article, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

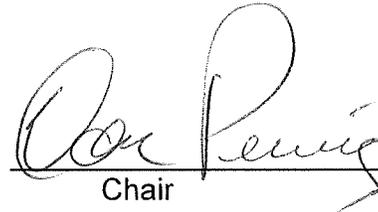
WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025; now, therefore, be it

RESOLVED, That the Planning Commission of the City of Tracy hereby recommends that the City Council determine that the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and be it

FURTHER RESOLVED, That the Planning Commission of the City of Tracy hereby recommends that the City Council introduce and adopt an ordinance (as shown in Exhibit 1) by repealing Article 36.5 in its entirety and readopting the update to Article 36.5 of Title 10, Planning and Zoning, of the Tracy Municipal Code.

The foregoing Resolution 2025-025 was adopted by the Planning Commission of the City of Tracy on the 3rd day of December, 2025, by the following vote:

AYES: COMMISSION MEMBERS: ATWAL, BOAKYE-BOATENG, ORCUTT, PENNING
NOES: COMMISSION MEMBERS: NONE
ABSENT: COMMISSION MEMBERS: ENGLISH
ABSTAIN: COMMISSION MEMBERS: NONE


Chair

ATTEST:


Staff Liaison

Exhibit 1 – An Ordinance of The City of Tracy to repeal in its entirety and readopt Article 36.5 – Density Bonus, of Title 10, Planning and Zoning, of the Tracy Municipal Code

Exhibit A – Article 36.5 – Density Bonus

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE ORDINANCE IS NOT A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE CEQA GUIDELINES BECAUSE IT HAS NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, EITHER DIRECTLY OR ULTIMATELY. IN THE EVENT THAT THE ORDINANCE IS FOUND TO BE A PROJECT UNDER CEQA, IT IS SUBJECT TO THE CEQA EXEMPTION CONTAINED IN CEQA GUIDELINES SECTION 15061(B)(3) BECAUSE IT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY OF A SIGNIFICANT EFFECT ON THE ENVIRONMENT AND 2) APPROVING AN AMENDMENT TO REPEAL ARTICLE 36.5 IN ITS ENTIRETY AND READOPT ARTICLE 36.5 – DENSITY BONUS ZONING REGULATIONS, OF TITLE 10, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE

WHEREAS, State law requires the City of Tracy to adopt a General Plan containing mandatory elements including housing, and that the Housing Element is required to be updated and is subject to statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD); and

WHEREAS, the 2023 – 2031 Housing Element was prepared in coordination with the California Department of Housing and Community Development; and

WHEREAS, the update to the Housing Element has provided residents and other interested parties with opportunities to review draft documents and proposed policies, and to provide recommendations for consideration by decision-makers; and

WHEREAS, the 2023 – 2031 Housing Element public participation efforts included an online housing survey in both English and Spanish, stakeholder focus group interviews, dedicated webpage on City website, an email list, community workshops, joint Planning Commission and City Council study session and several Planning Commission and City Council public hearings; and

WHEREAS, on July 1, 2025, Tracy City Council adopted the 2023-2031 Housing Element Update, requiring staff to implement the objectives, policies, and programs set

forth in the Housing Plan to provide housing that fulfills the diverse needs of the community; and

WHEREAS, the California Department of Housing and Community Development provided tentative certification on August 11, 2025, on the 2023 – 2031 Housing Element subject to various implementation programs and polices being updated and enacted; and

WHEREAS, the 2023 – 2031 Housing Element requires the Density Bonus section of the municipal code to be updated with increased density bonus, and incentives or concessions; and

WHEREAS, this article provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects; and

WHEREAS, in enacting this article, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025, and recommended that the City Council adopt the ordinance; and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on January 6, 2026; and

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

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section

15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Amendment to Tracy Municipal Code, Title 10, Chapter 8, Article 36.5. The City Council hereby approves the zoning text amendment to repeal Article 36.5 – Density Bonus in its entirety and readopt Article 36.5 Density Bonus –as attached to this Ordinance as Exhibit “A” and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 4. Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. Publication 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.

SECTION 7. Typographical or Clerical (Scrivener’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 6th day of January, 2026, and finally adopted on the ____ day of _____, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Article 36.5. Density Bonus

10.08.4650 Purpose.

This section provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects. In enacting this section, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element. This section is enacted under the authority of Government Code sections 65915 through 65917.5.

10.08.4653 Definitions.

In this article 36.5, the following definitions apply. For definitions not included here, see Municipal Code, title 10, article 2, Definitions.

- (a) "Affordable rent" means a rent, including a reasonable utility allowance as determined by the planning and building department director, for rental target units that does not exceed the following calculations pursuant to Health and Safety Code Section 50053:
- (1) Very low income: Fifty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.
 - (2) Low income: Sixty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.
- (b) "Affordable sales price" means a sales price at which very low, low, or moderate income households can qualify for the purchase of target units, taking into account available financing, number of bedrooms and assumed household size, reasonable down payment, and affordable housing costs as defined in Health and Safety Code Section 50052.5. The affordable sales price shall not exceed a price affordable to households based on the following calculations:
- (1) Very low: household income at or below 50 percent of the AMI.
 - (2) Low: household income at or below 70 percent of the AMI.
 - (3) Moderate: household income at or below 110 percent of the AMI.
- (c) "AMI" mean the area median income for San Joaquin County.
- (d) "Child care facility" means a child care facility other than a family day care home, including not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers, pursuant to Government Code Section 65915(h)(4).
- (e) "Concession or incentive" means any of the following, pursuant to Government Code Section 65915(k):
- (1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum

building standards approved by the California Building Standards Commission as provided in Health and Safety Code Sections 18901 et seq., including, but not limited to:

- (A) Reduced minimum lot sizes and/or dimensions.
- (B) Reduced minimum lot setbacks.
- (C) Increased maximum lot coverage.
- (D) Reduced On-site Parking Standards. Upon the request of the developer, the City shall require a vehicular parking ratio, inclusive of handicapped and guest parking:

In the following ratios:

- I. Zero to one bedroom: One onsite parking space.
- II. Two to three bedrooms: Two onsite parking spaces.
- III. Four and more bedrooms: Two and one-half parking spaces.

If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide "onsite parking" through covered parking or uncovered off-street parking, but not through on-street parking.

(1) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost and are compatible with the housing units and the existing or planned development in the area where the housing project will be located.

(2) Other regulatory incentives or concessions proposed by the applicant or the City that result in identifiable and actual cost reductions.

(f) "Condominium project" has the same meaning as set forth in Civil Code Section 1351(f) for moderate income households.

(g) "Density bonus" is defined as a density increase of at least five percent, unless a lesser percentage is elected by the applicant, and no more than 35 percent over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city.

(h) "Density bonus housing agreement" means a legally binding agreement between an applicant and the city to ensure that the requirements of this chapter are satisfied and that establishes, among other things, the number, size, location, terms and conditions of affordability, and production schedule of target units.

(i) "Density bonus units" means those residential units approved pursuant to the provisions of this chapter that exceed the otherwise maximum residential density for the proposed housing development site.

- (j) "Development standard" means any ordinance, general plan element, specific plan, or other city condition, law, policy, resolution or regulation, as set forth in Government Code Section 65915(o)(1).
- (k) "Housing cost" means the sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, property taxes and assessments, fire and casualty insurance, and homeowner association fees.
- (l) "Low-income household" means persons and families whose income does not exceed the low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (m) "Maximum residential development" means the maximum number of residential units permitted by the general plan and applicable zoning district at the time of application, except for the provisions of this chapter.
- (n) "Moderate income household" means persons and families whose income does not exceed the moderate-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (o) "Non-restricted unit" means any unit within a housing development that is not a target unit.
- (p) "Qualifying resident" means a senior citizen or other person eligible to reside in senior citizen housing as defined under Civil Code Section 51.3.
- (q) "Senior housing" means a housing development consistent with the State Fair Employment and Housing Act which has been designed to meet the physical and social needs of senior citizens and which otherwise qualifies as housing for older persons as defined in the federal Fair Housing Amendments Act of 1988.
- (r) "Target unit" means a dwelling unit within a housing development that is affordable to and will be reserved for sale or rent to very low, low, or moderate income households, or to qualifying residents.
- (s) "Very low-income household" means persons and families whose income does not exceed the very low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

10.08.4656 Granting of density bonuses and incentives.

- (a) The city shall either grant a density bonus and at least one concession or incentive, or provide other concessions or incentives of equivalent financial value (based on the land cost per dwelling unit) when the applicant for a housing development agrees or proposes to construct at least any one of the following:

- (1) Ten percent of the total dwelling units for very low-income households.
 - (2) Twenty percent of the total dwelling units for low-income households.
 - (3) Fifty percent of the total dwelling units for qualifying residents.
 - (4) Twenty percent of the total dwelling units in a condominium project for moderate income households.
- (b) The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change or other discretionary approval by the city.

10.08.4659 Number of density bonus units.

The city shall grant a density bonus, and incentives or concessions described in Section 10.08.4680, when an applicant for a residential development project seeks and agrees to construct at least anyone of the following:

- (a) Ten percent of the total dwelling units of a residential development project for low-income households; or

Density Bonus Calculation	
Percentage Low-Income Units	Percentage Density Bonus
10%	20%
11%	21.5%
12%	23%
13%	24.5%
14%	26%
15%	27.5%
16%	29%
17%	30.5%
18%	32%
19%	33.5%
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

- (b) Five percent of the total dwelling units of a residential development project for very low-income households; or

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
5%	20%
6%	22.5%
7%	25%
8%	27.5%

9%	30%
10%	32.5%
11%	35%
12%	38.75%
13%	42.5%
14%	46.25%
15%	50%

(c) A residential development project meeting the requirements of a senior citizen housing development or a mobile home park as defined under state law; or

Density Bonus Calculation: Twenty percent

(d) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements - all units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled currently or in the past six months in at least six units at an institution of higher education:

Density Bonus Calculation	
Percentage Lower-Income Units	Percentage Density Bonus
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

(e) Ten percent of the total dwelling units in a common interest development as defined in Section 1351 of the Civil Code, for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

Density Bonus Calculation	
Percentage Moderate-Income Units	Percentage Density Bonus
10%	5%
11%	6%
12%	7%
13%	8%
14%	9%
15%	10%
16%	11%
17%	12%
18%	13%
19%	14%
20%	15%
21%	16%

22%	17%
23%	18%
24%	19%
25%	20%
26%	21%
27%	22%
28%	23%
29%	24%
30%	25%
31%	26%
32%	27%
33%	28%
34%	29%
35%	30%
36%	31%
37%	32%
38%	33%
39%	34%
40%	35%
41%	38.75%
42%	42.5%
43%	46.25%
44%	50%

The applicant shall elect whether the density bonus shall be awarded on the basis of subsection (a), (b), (c), (d) or (e) above. All density calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus shall not be included when determining the number of dwelling units that is equal to five or ten percent of the total dwelling units.

10.08.4662 Land donation.

When an applicant donates land to the city, the applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire residential development project as follows:

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%

15%	20%
16%	21%
17%	22%
18%	23%
19%	24%
20%	25%
21%	26%
22%	27%
23%	28%
24%	29%
25%	30%
26%	31%
27%	32%
28%	33%
29%	34%
30%	35%

This increase shall be in addition to any density bonus mandated in Section 10.08.4659(a) through (e) above, up to a maximum combined increase of 35 percent if the applicant seeks both the increase required under this section and the increase under Sections 10.08.4659 (a) through (e). All density bonuses resulting in fractional numbers of .5 or higher shall be rounded up to the next whole number. An applicant shall be eligible for the increased density bonus described in this section if all of the following conditions are met:

- (a) The applicant donates and transfers the land to the city no later than the date of approval by the city of the final subdivision map, parcel map, or residential development application of the residential development project seeking the density bonus.
- (b) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent of the number of residential units of the proposed residential development project seeking the density bonus.
- (c) The transferred land:
 - (1) Is at least one acre in size or of sufficient size to permit development of at least 40 units; and
 - (2) Has the appropriate general plan designation and is appropriately zoned for affordable housing based on a density of at least the minimum default density as established by the State Department of Housing and Community Development; and
 - (3) Is or will be served by adequate public facilities and infrastructure; and
 - (4) Has appropriate zoning and development standards to make the development of the affordable units feasible; and

(5) Has all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land no later than the date of approval of the final subdivision map, parcel map, or of the residential development project seeking the density bonus, except that the city may subject the proposed residential development project to subsequent design review, if the design is not reviewed by the city prior to the time of transfer.

(d) The transferred land and the affordable units shall be subject to a deed restriction, which shall be recorded on the property at the time of dedication, ensuring continued affordability of the units for a term of at least 30 years.

(e) The land is transferred to the city or to another housing developer approved by the city.

(f) The transferred land shall be within the boundary of the proposed residential development project or, if the city agrees, within one-quarter mile of the boundary of the proposed residential development project.

10.08.4665 Child care facilities.

When an applicant proposes to construct a residential development project that conforms to the requirements of Sections 10.08.4659(a) through (e) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the residential development project, the city shall grant either of the following:

(a) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or

(b) An additional concession or incentive designated by the city to contribute to the economic feasibility of the construction of the child care facility.

The city shall require, as a condition of approving the residential development project, that the following occur:

(c) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable housing units are required to remain affordable pursuant to this chapter; and

(d) Of the children who attend the child care facility, the children of very low-income households, low-income households, and moderate-income households shall equal a percentage that is equal to or greater than the percentage of dwelling units that are made affordable to very low-income households, low-income households, or families of moderate-income households pursuant to Sections 10.08.4659(a) through (e).

Notwithstanding any requirement of this chapter, the city shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

10.08.4668 Condominium conversions.

When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to households earning between 80 percent and 120 percent of median income, or 15 percent of the total units of the proposed condominium project to households earning less than 80 percent of median income, and agrees to pay for the reasonably necessary administrative costs incurred by the city, the city shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value.

For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require the city to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city might otherwise apply as conditions of conversion approval.

An applicant shall be ineligible for a condominium conversion density bonus or other incentives under this section if the apartments proposed for conversion constitute a residential development project for which a density bonus or other incentives were previously provided under this chapter.

10.08.4671 Design, distribution and timing of affordable housing.

Affordable housing units must be constructed concurrently with market-rate units. The affordable units shall be integrated into the residential development project and be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units. The affordable units must also comply with the following criteria:

(a) Rental Residential Development Projects: When affordable units are required in rental residential development projects, the units should be integrated with the project as a whole. All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, and shall not be distinguished by design, construction, or materials. All affordable units shall be reasonably dispersed throughout the project.

(b) Owner-Occupied Residential Development Projects: When affordable units are required in owner-occupied residential development projects, the units should be integrated with the project as a whole. Affordable units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing.

All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, except that if the market-rate units provide more than four bedrooms, the affordable units need not provide more than four bedrooms.

No building permits will be issued for market-rate units until permits for all affordable units have been obtained, unless affordable units are to be constructed in phases pursuant to a plan approved by the city. Market-rate units will not be inspected for occupancy until all affordable units have been constructed, unless affordable units are to be constructed in phases pursuant to a plan approved by the city.

10.08.4674 Requests for incentives or concessions.

The applicant must submit a density bonus application, as described in Section 10.08.4683 below, for the specific incentives or concessions that the applicant requests. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of either of the following:

- (a) The concession or incentive is not required in order to provide for affordable housing costs;
- (b) The concession or incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the Federal Register of Historic Resources, or the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.

10.08.4677 Granting of incentives or concessions.

If the conditions of Sections 10.08.4659(a), (b), (c) (d) or (e) are met by applicant, the following incentives or concessions may be granted:

- (A) One incentive or concession for projects that include:
 - (1) At least 10 percent of the total units for lower income households, or
 - (2) At least 5 percent for very low-income households, or
 - (3) At least 10 percent for persons and families of moderate income in a development in which the units are for sale.
- (B) Two incentives or concessions for projects that include:
 - (1) At least 17 percent of the total units for lower income households, or
 - (2) At least 10 percent for very low-income households, or
 - (3) At least 20 percent for persons and families of moderate income in a development in which the units are for sale.
- (C) Three incentives or concessions for projects that include:
 - (1) At least 24 percent of the total units for lower income households, or
 - (2) At least 15 percent for very low-income households, or

(3) At least 30 percent for persons and families of moderate income in a development in which the units are for sale.

(D) Five incentives or concessions for a project meeting the criteria of one hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, "development" includes a shared housing building development. If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development. If a project includes at least 23 percent of the total units for lower income students in a student housing project, the applicant shall instead receive two incentives or concessions.

(F) Four incentives or concessions for projects that include at least 16 percent of the units for very low-income households or at least 45 percent for persons and families of moderate income in a development in which the units are for sale.

10.08.4680 Modifying development standards as an incentive.

(a) Incentives requested under sections 10.08.4662 and 10.08.4665 may include the following:

(1) A reduction of a site development standard or a modification of a zoning code requirement which exceeds the minimum building standards provided in Health and Safety Code section 18901 and following and which result in identifiable, financially sufficient, and actual cost reductions, including, but not limited to:

i. Reduced minimum lot size or dimension.	Each reduction of 10% is considered one incentive.
ii. Reduced minimum lot setback: front or rear yard.	Reduction in combined front and rear yard setbacks is considered one incentive, except that the reduction must leave at least a 5-foot setback for each for front and rear yards.
iii. Reduced side yard setbacks.	Reduction in combined side yard setbacks is considered one incentive, except that the reduction must leave at least one 5-foot setback.

iv. Increased maximum lot coverage.	Each increase of 10% is considered one incentive.
v. Reduced open space requirement.	Each decrease of 10% in the open space and land scape requirement is considered one incentive.
vi. Increased maximum building height.	Each additional story in height is considered one incentive, except when the total building height exceeds four stories. In that case, each additional increase by a partial story is one incentive and each additional increase by a full story is two incentives.
vii. Reduced drive aisle width below the applicable City standard, subject to fire district approval.	Each reduction of three feet in drive aisle width is considered one incentive.
viii. Waiver of a design standard from the City's Design Goals and Standards.	Each waiver of a design standard is considered one incentive. (Waivers of General Plan design standards are not permitted, for example: connectivity, community character.)

(Govt. Code section 65915(l)(1))

(2) Approval of mixed-use zoning in conjunction with the housing development if nonresidential land uses will reduce the cost of the housing development and if the City finds that the proposed nonresidential uses are compatible with the housing development and with existing or planned development in the area where the proposed housing development will be located. (Approval of mixed-use zoning is considered six (6) incentives.) (Govt. Code section 65915(l)(2));

(3) Other regulatory incentives proposed by the developer or the City which result in identifiable, financially sufficient, and actual cost reductions. The City has the right to establish the incentive value for any other incentive proposed by an applicant.

(b) An applicant may seek a waiver or modification of development standards that will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4669 at the densities or with the incentives permitted by this section. The developer shall show that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code sections 65915(e) and (f))

10.08.4683 Application requirements and review.

(a) Application. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be submitted with the first application for approval of a housing development and processed concurrently with all other

applications required for the housing development. The application shall be submitted on a form prescribed by the City and shall include at least the following information:

- (1) Site plan showing total number of units, number and location of target units, and number and location of proposed density bonus units;
- (2) Level of affordability of target units and proposals for ensuring affordability (See section 10.08.4680.);
- (3) Description of any requested incentives, waivers or modifications of development standards, or modified parking standards.
 - (i) For all incentives, the application shall include substantial evidence that the requested incentives result in identifiable, financially sufficient, and actual cost reductions (Govt. Code section 65915(l)(3)),
 - (ii) For waivers or modifications of development standards, the application shall provide substantial evidence to show that the waiver or modification is necessary to make the housing units economically feasible and that the development standards, without waiver or modification, will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4660 at the densities or with the incentives permitted by this section. (Govt. Code sections 65915(e) and (f))

The applicant shall submit a development pro forma in a form prescribed by the City or the City's Economic Consultant. The applicant shall pay the cost of peer review of the development pro forma;

- (4) If a density bonus or concession is requested for a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in section 10.08.4665 can be made;
 - (5) If a density bonus or incentive is requested for a child care facility, the application shall show the location and square footage of the child care facility and provide substantial evidence that each of the findings included in section 10.08.4665 can be made.
- (b) Approval body. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be considered by and acted upon by the approval body with authority to approve the housing development. Any decision regarding a density bonus, incentive, waiver, modification, or revised parking standard may be appealed from the Planning Commission to the City Council. Neither the granting of an incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval. (Govt. Code sections 65915(g)(1) and (2) and (k))
- (c) Findings for approval. Before approving an application for a density bonus, incentive, waiver, or modification, the approval body shall make the following findings:
- (1) If the density bonus is based all or in part on donation of land, the findings included in section 10.08.4662;

- (2) If the density bonus, incentive, or concession is based all or in part on the inclusion of a child care facility, the findings included in section 10.08.4665;
 - (3) If the incentive or concession includes mixed use development, the findings included in section 10.08.4680;
 - (4) If a waiver or modification is requested, the developer has shown by substantial evidence that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code section 65915(f))
- (d) Findings required for denial of incentive. If a request for an incentive is otherwise consistent with this section, the approval body may deny an incentive if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The incentive is not required to provide for affordable rents or affordable ownership costs.
 - (2) The incentive would have a specific adverse impact upon: (i) public health or safety; or (ii) the physical environment; or (iii) on any real property that is listed in the California Register of Historical Resources; and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(d)(1))
- (e) Findings required for denial of waiver or modification. If a request for a waiver or modification is otherwise consistent with this section, the approval body may deny the waiver or modification only if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The waiver or modification would have a specific adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(e))
- (2) The waiver or modification would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
- (f) Findings required for denial of bonus or incentive for child care facility. If a density bonus or concession is based on the provision of child care facilities, the approval body may deny the bonus or concession if it finds, based on substantial evidence, that the City already has adequate child care facilities. (Govt. Code section 65915(i)(3))

10.08.4686 Density bonus housing agreement.

- (a) Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus housing agreement (or affordable housing agreement, or other appropriate title) with the City. The agreement shall be made a condition of each discretionary planning permit for the housing development under this subsection. (Govt. Code section 65917)
- (b) Recordation. The density bonus housing agreement shall be recorded as a restriction on any parcel on which the target units or density bonus units will be constructed. It shall be recorded before or concurrently with final or parcel map approval, or, where the housing development does not include a map, before issuance of a building permit for any structure in the housing development. The density bonus housing agreement shall run with the land and bind all successors in interest.
- (c) Contents. The density bonus housing agreement shall include but not be limited to the following:
- (1) The total number of units approved for the housing development, the number, location, and level of affordability of target units, and the number of density bonus units;
 - (2) Standards for determining affordable rent or affordable ownership cost for the target units;
 - (3) The location, unit size in square feet, and number of bedrooms of target units;
 - (4) Provisions to ensure affordability in accordance with sections 10.08.4653 and 10.08.4677;
 - (5) A schedule for completion and occupancy of target units in relation to construction of nonrestricted units;
 - (6) A description of any incentives, waivers, or reductions being provided by the City;
 - (7) A description of remedies for breach of the agreement by either party. The City may identify tenants or qualified purchasers as third party beneficiaries under the agreement;
 - (8) Procedures for qualifying tenants and prospective purchasers of target units;
 - (9) Other provisions to ensure implementation and compliance with this section.
- (d) For-sale housing provisions. In the case of for-sale housing developments, the density bonus housing agreement shall include the following conditions governing the sale and use of target units during the applicable use restriction period:
- (1) Target units shall be owner-occupied by eligible very low-, low-, or moderate-income households, or by qualified residents in the case of senior citizen housing developments.
 - (2) The purchaser of each target unit shall execute an instrument approved by the City and to be recorded against the parcel including such provisions as the City may require to ensure continued compliance with this section.

(e) Rental housing provisions. In the case of rental housing developments, the density bonus housing agreement shall provide for the following:

- (1) Procedures for establishing affordable rent, filling vacancies, and maintaining target units for eligible tenants;
- (2) Provisions requiring verification of household incomes;
- (3) Provisions requiring maintenance of records to demonstrate compliance with this subsection.

(f) Child care facility or land dedication provisions. A density bonus housing agreement for a child care facility or land dedication shall ensure continued compliance with all conditions included in sections 10.08.4659 and 10.08.4665, respectively.

APPROVED AS TO FORM AND
LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2026-_____

DETERMINING THAT THE ORDINANCE APPROVING AN AMENDMENT TO ARTICLE 36.5 – DENSITY BONUS ZONING REGULATIONS, OF CHAPTER 10.08 OF TITLE 10, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE IS NOT A PROJECT WITHIN THE MEANING OF SECTION 15378 OF THE CEQA GUIDELINES BECAUSE IT HAS NO POTENTIAL FOR RESULTING IN PHYSICAL CHANGE IN THE ENVIRONMENT, EITHER DIRECTLY OR ULTIMATELY. IN THE EVENT THAT THE ORDINANCE IS FOUND TO BE A PROJECT UNDER CEQA, IT IS SUBJECT TO THE CEQA EXEMPTION CONTAINED IN CEQA GUIDELINES SECTION 15061(B)(3) BECAUSE IT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY OF A SIGNIFICANT EFFECT ON THE ENVIRONMENT.

WHEREAS, state law requires the City of Tracy to adopt a General Plan containing mandatory elements including housing, and that the Housing Element is required to be updated and is subject to statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD); and

WHEREAS, the 2023-2031 Housing Element was prepared in coordination with the California Department of Housing and Community Development; and

WHEREAS, the update to the Housing Element has provided residents and other interested parties with opportunities to review draft documents and proposed policies, and to provide recommendations for consideration by decision-makers; and

WHEREAS, the 2023-2031 Housing Element public participation efforts included an online housing survey in both English and Spanish, stakeholder focus group interviews, dedicated webpage on City website, an email list, community workshops, joint Planning Commission and City Council study session and several Planning Commission and City Council public hearings; and

WHEREAS, on July 1, 2025, Tracy City Council adopted the 2023-2031 Housing Element Update, requiring staff to implement the objectives, policies, and programs set forth in the Housing Plan to provide housing that fulfills the diverse needs of the community; and

WHEREAS, the California Department of Housing and Community Development provided tentative certification on August 11, 2025, on the 2023-2031 Housing Element subject to various implementation programs and polices being updated and enacted; and

WHEREAS, the 2023-2031 Housing Element requires the Density Bonus section of the municipal code to be updated with increased density bonus, and incentives or concessions; and

WHEREAS, this article provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects; and

WHEREAS, in enacting this article, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025, and recommended that the City Council adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on January 20, 2026; and

RESOLVED, That the City Council of the City of Tracy hereby determines that the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on January 20, 2026, 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

Agenda Item 3.C

RECOMMENDATION

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

- 1. Adopt a Resolution to (A) determine that the annexation of the property consisting of two parcels located north of Interstate 205 at the northwest corner of Tracy Boulevard and West Larch Road, having the San Joaquin County addresses of 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 (the "Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183; and (B) approve submittal of a petition to San Joaquin Local Agency Formation Commission (LAFCo) for annexation of the Property to the City of Tracy; and**
- 2. Waive the first reading by substitution of title and introduce an ordinance that approves the pre-zoning of the Property to Community Recreation Support Services (CRS) Zone.**

EXECUTIVE SUMMARY

This agenda item is regarding the GURU BAAZ Annexation, which involves a request for annexation and pre-zoning to CRS (Application Number AP25-0001) for approximately 3.9 acres consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19. No development project is proposed at this time.

BACKGROUND AND LEGISLATIVE HISTORY

The property is within the City's General Plan Sphere of Influence (SOI), which is a long-range vision of future development and expansion of the City for lands that are not currently within the City limits. Property within the City's SOI can be pursued for annexation into the City limits. In 2019, LAFCo approved the City's Municipal Services Review for the SOI, which shows the Property is located within the ten-year planning horizon. LAFCo policies required ten and thirty-year "horizons" in an effort to plan for and evaluate upcoming development within the City's SOI.

When annexing property into the City, pre-zoning must be established to determine the zoning designation that will take effect upon approval of annexation by LAFCo. The proposed zoning for the site is Community Recreation Support Services (CRS) which is consistent with the property's General Plan designation of Commercial.

ANNEXATION AND PRE-ZONING

The 3.9-acre subject property proposed for annexation is located at the northwest corner of Tracy Boulevard and West Larch Road within unincorporated San Joaquin County, adjacent to the northern boundary of the City and Interstate 205, as shown in the location map (Attachment A). The Tracy Truck, Wash, and Auto Shop is to the east of the proposed annexation. The project site for the recently approved four-story Cambria hotel and event center is to the south of the proposed annexation. Unincorporated area of San Joaquin County is to the north and west of the proposed annexation. The proposed annexation area is within the City's SOI, with a General Plan designation of Commercial, as shown on the General Plan Map (Exhibit 1 to Attachment B).

The applicants' proposal is to annex the subject property into the City Limits and assign it a zoning designation of Community Recreation Support Services, as shown on the proposed Zoning Map (Exhibit 2 to Attachment C). While the City typically processes annexations associated with specific development projects, the proposed annexation of the two parcels can be supported based on anticipated commercial and related uses of the property in support of the Legacy Fields activities and based on proximity to Interstate 205 and its support of highway travelers. The Alvarez annexation site southwest of this proposed annexation is the only other land currently zoned Community Recreation Support Services. This zoning for the site would be consistent with the General Plan designation of Commercial.

The applicant has indicated to staff that there is ongoing interest of developers in constructing drive-thru quick service restaurants on the annexation site. Future development proposals would need to obtain a Development Review Permit.

PUBLIC OUTREACH / INTEREST

The Public Hearing notices were provided to the local paper and posted on the City website. These noticing requirements were completed for both the Planning Commission and City Council.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on December 17, 2025 to consider making a recommendation on this annexation to the City Council. The motion was passed by a Planning Commission vote of 3-0.

FISCAL IMPACT

All administrative costs of processing this application were covered by application fees and a Cost Recovery Agreement with the applicant.

CEQA DETERMINATION

The California Environmental Quality Act (CEQA) Guidelines Section 15183 allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified. As noted above, the proposed annexation is consistent with the Commercial designation established by the Tracy General Plan, for which an EIR was certified on February 1, 2011. The proposed annexation and pre-zoning to Community Recreation Support Services Zone is consistent with the land use designation and development intensities assigned to the site by the City of Tracy General Plan. There is no development proposed at this time and therefore no cumulative impacts at this time associated with the annexation site. Proposed buildout for commercial designation was fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since annexation and pre-zoning is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, the proposed annexation would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR. The analysis in the attached CEQA 15183 Environmental Checklist (Exhibit 2 to Attachment B) demonstrates that there are no site-specific or peculiar impacts associated with the annexation. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

This Project is related to the City Council's Strategic Plan for Economic Development: To enhance the competitiveness of the City while further developing a strong and diverse economic base. The GURU BAAZ annexation would provide future direct and indirect benefits to the City of Tracy upon development of the property, which includes job creation, promotion of tourism, capital investment of the project, and developing vacant land for highest potential use.

ACTIONS REQUESTED OF THE CITY COUNCIL

The City of Tracy Planning Commission recommends that the City Council:

1. Adopt a Resolution to (A) determine that the annexation of the property consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 (the "Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183; and (B) approve submittal of a petition to San Joaquin Local Agency Formation Commission (LAFCo) for annexation of the Property to the City of Tracy; and
2. Recommend that the City Council adopt an ordinance that approves the pre-zoning of the Property to Community Recreation Support Services (CRS) Zone.

Prepared by: Kenny Lipich, Associate Planner

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map

Attachment B – City Council Resolution for CEQA determination and LAFCo Petition

Exhibit 1 – Proposed Annexation Area / Existing General Plan Map

Exhibit 2 – CEQA 15183 Environmental Checklist

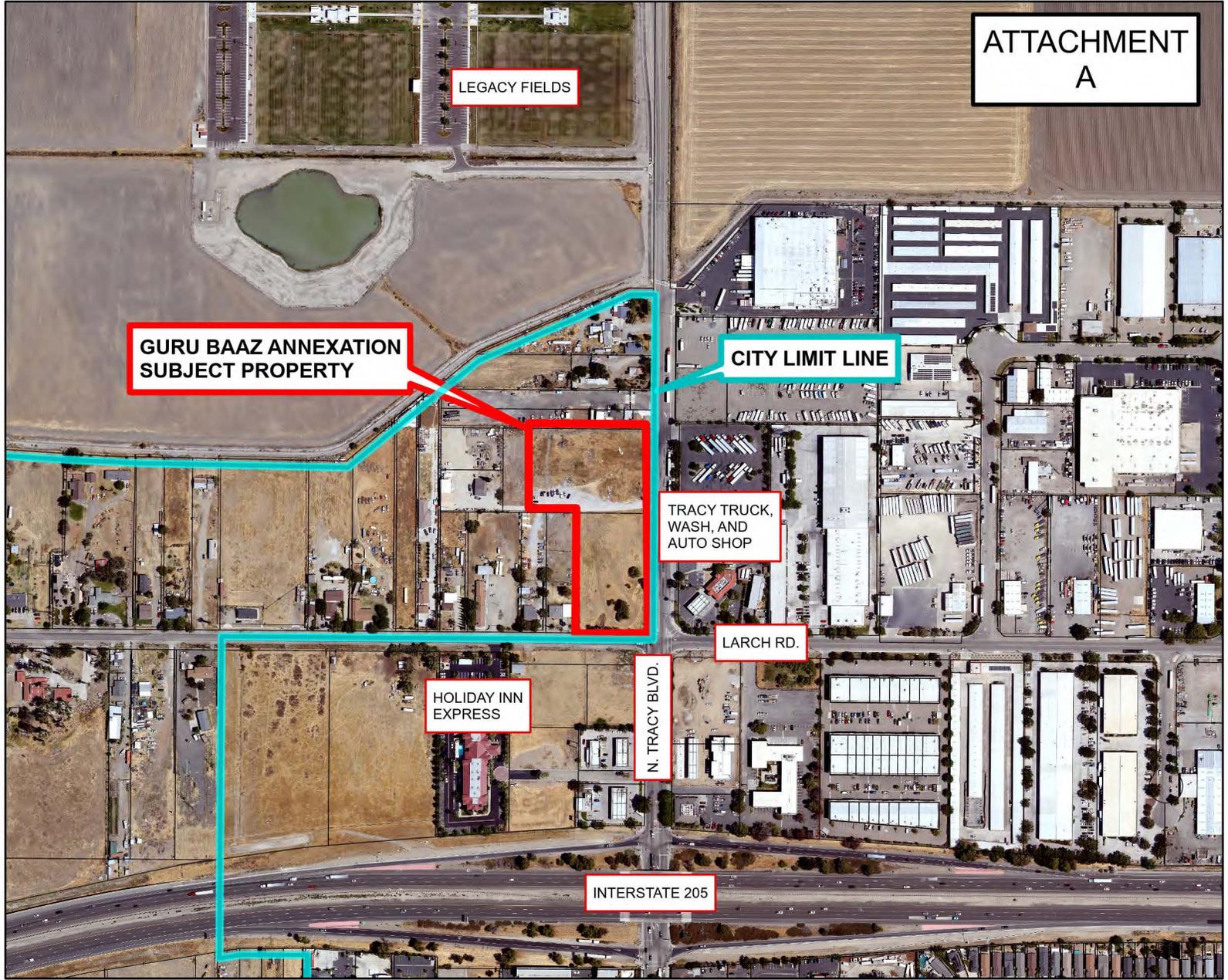
Attachment C – City Council Ordinance for Pre-zoning

Exhibit 1 – Pre-zoning Findings

Exhibit 2 – Proposed Zoning Map

Attachment D – Planning Commission Resolution No. 2025-028

ATTACHMENT
A



APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

-
1. **DETERMINING THAT THE PROPOSED ANNEXATION OF APPROXIMATELY 3.9 ACRES CONSISTING OF TWO PARCELS LOCATED NORTH OF INTERSTATE 205 AT THE NORTHWEST CORNER OF TRACY BOULEVARD AND WEST LARCH ROAD, HAVING THE SAN JOAQUIN COUNTY ADDRESSES OF 21323 S. TRACY BOULEVARD., ASSESSOR'S PARCEL NUMBER 212-170-26, AND 21235 S. TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBER 212-170-19 ("PROPERTY") IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15183, NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY; AND**
 2. **APPROVING THE SUBMITTAL OF A PETITION TO THE SAN JOAQUIN COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCo") FOR THE ANNEXATION OF THE PROPERTY TO THE CITY OF TRACY ("CITY").**

WHEREAS, on July 22, 2025, the City received an application from the property owner requesting the City to submit a petition to LAFCO to annex the 3.9-acre site consisting of two parcels located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 ("Property") to the City of Tracy, and to pre-zone the Property to Community Recreation Support Services (CRS) Zone pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970 (collectively, the "**Project**"); and

WHEREAS, the Property is located within the City's Sphere of Influence ("**SOI**") and is designated for Commercial uses in the City's General Plan (Exhibit 1); and

WHEREAS, the Project is consistent with General Plan Commercial land use designation and applicable Goals and Policies; and

WHEREAS, the subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to Interstate-205 travelers; and

WHEREAS, the subject property is currently in the Tracy Rural Fire District and will not be detached from the Tracy Rural Fire District with proposed annexation; and

WHEREAS, the project has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and is consistent with the City’s General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 17, 2025, and recommended that the City Council approve of submitting a petition to LAFCo for annexation of the Property to the City of Tracy; and

WHEREAS, the City Council held a duly noticed public hearing to review and consider this matter on January 20, 2026; now, therefore, be it

RESOLVED: That the City Council hereby finds that the Project was adequately evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, as shown in the attached CEQA 15183 Environmental Checklist (Exhibit 2), and determines that the Project is consistent with the City’s General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and be it

FURTHER RESOLVED: That the City Council hereby grants the applicants’ request to submit a petition to LAFCo to annex the Property to the City of Tracy without detachment from Tracy Rural Fire District and directs the City Manager to prepare and submit said application.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the City Council of the City of Tracy on January 20, 2026, by the following vote:

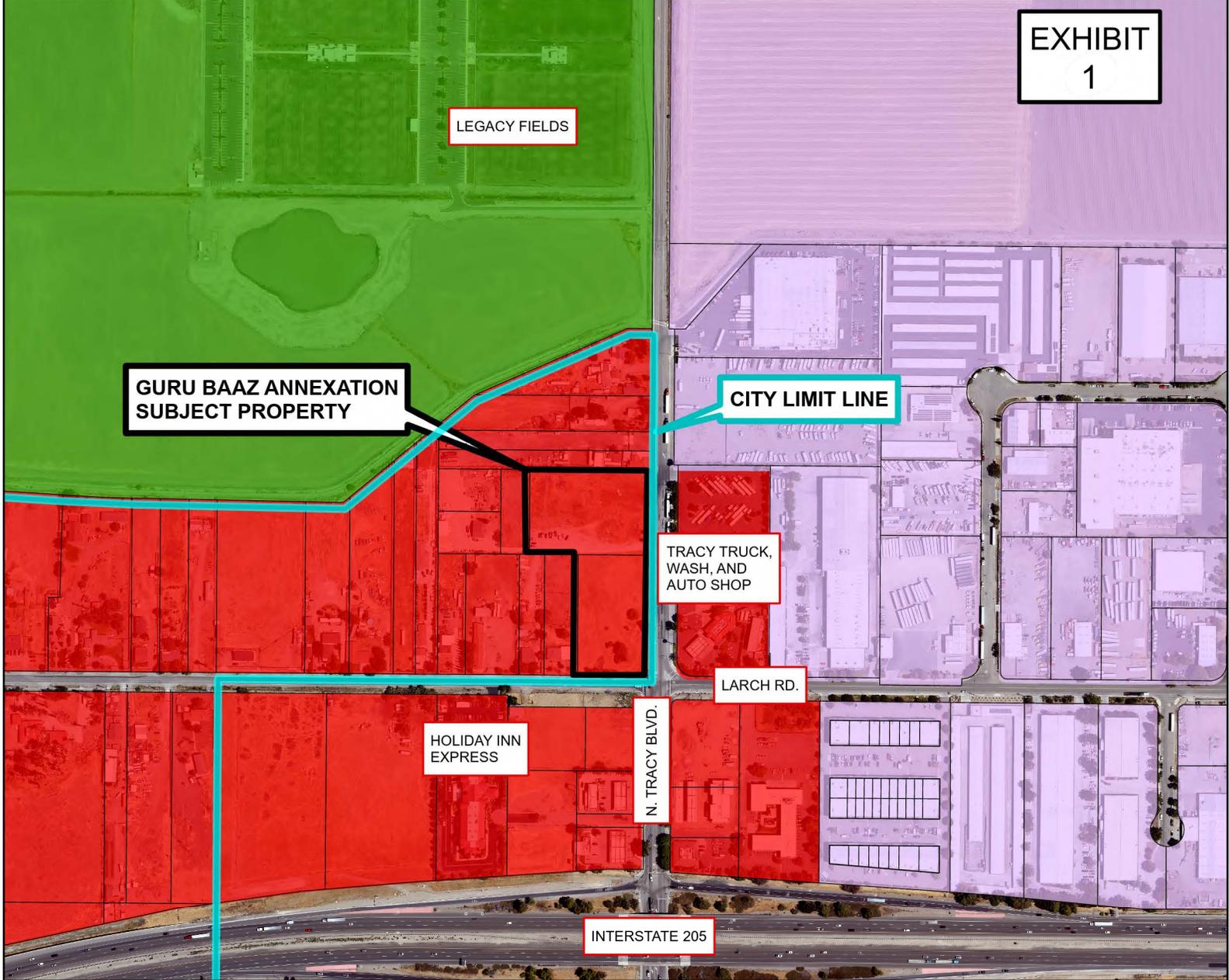
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Exhibit 1 – Proposed Annexation Area / Existing General Plan Map
Exhibit 2 – CEQA 15183 Environmental Checklist



Legend

General Plan Designation

-  Commercial
-  Industrial
-  Park





ENVIRONMENTAL CHECKLIST

FOR THE

21323/21235 N. TRACY BOULEVARD PROJECT

(CEQA) Guidelines Section 15183 - Streamlined Environmental Review

OCTOBER 2025

Prepared for:

The City of Tracy
Community and Economic Development
333 Civic Center Plaza
Tracy, CA 95376

Prepared by:

De Novo Planning Group
1020 Suncastr Lane, Suite 106
El Dorado Hills, CA 95762

D e N o v o P l a n n i n g G r o u p

A Land Use Planning, Design, and Environmental Firm



ENVIRONMENTAL CHECKLIST

FOR THE

21323/21235 N. TRACY BOULEVARD PROJECT

(CEQA) Guidelines Section 15183 - Streamlined Environmental Review Process

OCTOBER 2025

Prepared for:

The City of Tracy
Community and Economic Development
333 Civic Center Plaza
Tracy, CA 95376

Prepared by:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762

INTRODUCTION

The following pages provide an analysis of the proposed 21323 and 21235 N. Tracy Boulevard Project (project) with respect to the project's consistency with the City of Tracy General Plan, the analysis contained in the General Plan Environmental Impact Report (EIR), and any site-specific environmental impacts or cumulative impacts that may result from project implementation.

As explained in the following pages, the proposed project is consistent with the City's General Plan, for which an EIR was prepared and certified, and there are no site-specific or cumulative impacts associated with the proposed project that have not been fully addressed in a previous environmental document, or that cannot be mitigated to a less-than-significant level through the application of uniformly applied development policies and/or standards. The findings presented below demonstrate that no additional environmental analysis is required under the California Environmental Quality Act (CEQA) prior to approval of the proposed project.

PROJECT OVERVIEW

PROJECT LOCATION

The project parcels are located at the northwest corner of N. Tracy Boulevard and W. Larch Lane. The site is within the City's Sphere of Influence (SOI), and is within the City's Planning Area. The project site is located on Assessor Parcel Numbers (APNs) 212-170-26 and 212-170-19. **Figure 1** shows the regional map, and **Figure 2** shows the vicinity map for the project.

PROJECT DESCRIPTION

The proposed Project includes a request for annexation of the 1.79 acres located at 21323 N. Tracy Blvd. (APN 212-170-26) and the neighboring 2.11-acre property to the north at 21235 N. Tracy Blvd. (APN: 212-170-19). Approval of a site plan is not being requested by the applicant at this time, as all site plans and specific development proposals are still conceptual. There are no entitlements or specific development approvals being requested beyond the annexation, and rezoning, which is described below.

For the purposes of this analysis, it is assumed that any future development application on the subject project site(s) would develop the project site with commercial use(s), consistent with the existing City of Tracy General Plan land use designation of Commercial. The Commercial land use designation allows for a relatively wide range of uses but focuses primarily on retail and consumer service activities that meet the needs of Tracy residents and employees as well as passthrough travelers. According to the City of Tracy General Plan Land Use Element,¹ commercially designated land may have a maximum FAR of 1.0. Based on a FAR of 1.0, the proposed Project could potentially develop the project site with up to approximately 169,884 square feet of commercial uses.²

¹ See page 2-24 of the City of Tracy General Plan Land Use Element. Available: <https://www.cityoftracy.org/home/showpublisheddocument/904/637451218786230000>

² Based on the total acreage of the project site of 3.9 acres.

EXISTING SITE USES

The project site is currently vacant and undeveloped. The project site is covered by ruderal grasses, and several trees are located within the southern portion of the project site as well as portions of the eastern and southern perimeter. Additionally, a dirt roadway bisects the northern and southern portions of the site. The site was previously used for agricultural uses but is no longer irrigated or harvested.

SURROUNDING LAND USES

The project site is located in a commercial area. The surrounding area adjacent to the project site includes commercial and low-density residential uses to east, north, and west of the project site. The parcel south of the project site is vacant and undeveloped. An American Automobile Association (AAA) truck wash facility is located directly to the east of the project site. The project site and the surrounding uses are designated Commercial by the City's General Plan.

GENERAL PLAN AND ZONING DESIGNATIONS

The City of Tracy General Plan designates the project site as Commercial. The San Joaquin County General Plan identifies the project site as General Commercial (CG), and the site is zoned as Agriculture-Urban Reserve (AU-20) under the County Zoning Code. The AU zone is intended to retain in agriculture those areas planned for future urban development in order to facilitate compact, orderly growth and to assure the proper timing and economical provision of services and utilities. Approvals required for project implementation include rezoning the project site to the Community Recreation Support Services (CRS) Zone and Annexation to the City. **Figure 3** shows the existing General Plan land use, and **Figure 4** shows the existing zoning.

REQUESTED ENTITLEMENTS AND OTHER APPROVALS

The City of Tracy is the Lead Agency for the proposed project, pursuant to the State Guidelines for Implementation of CEQA (Guidelines Section 15050).

This document will be used by the City of Tracy to take the following actions:

- Adoption of the CEQA Exemption (CEQA Guidelines Section 15183).
- Annexation of the project site, subject to review and approval by San Joaquin Local Agency Formation Commission (LAFCO).
- Rezoning of the project site to the Community Recreation Support Services (CRS).

The following agencies may be required to issue permits or approve certain aspects of the proposed project:

- Central Valley Regional Water Quality Control Board (CVRWQCB) - Storm Water Pollution Prevention Plan (SWPPP) approval prior to construction activities.
- San Joaquin Valley Air Pollution Control District (SJVAPCD) - Approval of construction-related air quality permits.
- San Joaquin Council of Governments (SJCOG) - Review of project application to determine consistency with the San Joaquin County Multi-Species Habitat, Conservation, and Open Space Plan (SJMSCP).

- San Joaquin LAFCO – Review of the proposed annexation request.

PREVIOUS ENVIRONMENTAL ANALYSES OF THE PROPOSED PROJECT

One previous environmental analysis has been prepared and certified which is applicable to the proposed project.

On February 1, 2011, the City adopted a new General Plan and certified the associated General Plan EIR (State Clearinghouse (SCH) # 2008092006). The proposed project would be consistent with the General Plan designation of Commercial, as described above. The General Plan EIR assumed full development and buildout of the project site, consistent with the uses and development standards proposed by the project. The cumulative impacts associated with buildout of the City of Tracy General Plan, including the project site, were fully addressed in the General Plan EIR.

CEQA GUIDELINES SECTION 15183 EXEMPTIONS

CEQA Guidelines Section 15183 allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified. As noted above, the proposed project is consistent with the land use designation and densities established by the Tracy General Plan, for which an EIR was certified. The provisions contained in Section 15183 of the CEQA Guidelines are presented below.

15183. Projects Consistent with a Community Plan or Zoning

(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.

(b) In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:

- (1) Are peculiar to the project or the parcel on which the project would be located,*
- (2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,*
- (3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action,*
or
- (4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.*

(c) If an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by subdivision (e) below, then an additional EIR need not be prepared for the project solely on the basis of that impact.

(d) This section shall apply only to projects which meet the following conditions:

(1) The project is consistent with:

- (A) A community plan adopted as part of a general plan,*
- (B) A zoning action which zoned or designated the parcel on which the project would be located to accommodate a particular density of development, or*
- (C) A general plan of a local agency, and*

(2) An EIR was certified by the lead agency for the zoning action, the community plan, or the general plan.

(e) This section shall limit the analysis of only those significant environmental effects for which:

(1) Each public agency with authority to mitigate any of the significant effects on the environment identified in the planning or zoning action undertakes or requires others to undertake mitigation measures specified in the EIR which the lead agency found to be feasible, and

(2) The lead agency makes a finding at a public hearing as to whether the feasible mitigation measures will be undertaken.

(f) An effect of a project on the environment shall not be considered peculiar to the project or the parcel for the purposes of this section if uniformly applied development policies or standards have been previously adopted by the City or county with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect. The finding shall be based on substantial evidence which need not include an EIR. Such development policies or standards need not apply throughout the entire City or county, but can apply only within the zoning district in which the project is located, or within the area subject to the community plan on which the lead agency is relying. Moreover, such policies or standards need not be part of the general plan or any community plan, but can be found within another pertinent planning document such as a zoning ordinance. Where a City or county, in previously adopting uniformly applied development policies or standards for imposition on future projects, failed to make a finding as to whether such policies or standards would substantially mitigate the effects of future projects, the decision-making body of the City or county, prior to approving such a future project pursuant to this section, may hold a public hearing for the purpose of considering whether, as applied to the project, such standards or policies would substantially mitigate the effects of the project. Such a public hearing need only be held if the City or county decides to apply the standards or policies as permitted in this section.

(g) Examples of uniformly applied development policies or standards include, but are not limited to:

- (1) Parking ordinances.*
- (2) Public access requirements.*
- (3) Grading ordinances.*
- (4) Hillside development ordinances.*
- (5) Flood plain ordinances.*
- (6) Habitat protection or conservation ordinances.*
- (7) View protection ordinances.*
- (8) Requirements for reducing greenhouse gas emissions, as set forth in adopted land use plans, policies, or regulations.*

(h) An environmental effect shall not be considered peculiar to the project or parcel solely because no uniformly applied development policy or standard is applicable to it.

(i) Where the prior EIR relied upon by the lead agency was prepared for a general plan or community plan that meets the requirements of this section, any rezoning action consistent with the general plan or community plan shall be treated as a project subject to this section.

(1) “Community plan” is defined as a part of the general plan of a City or county which applies to a defined geographic portion of the total area included in the general plan, includes or references each of the mandatory elements specified in Section 65302 of the Government Code, and contains specific development policies and implementation measures which will apply those policies to each involved parcel.

(2) For purposes of this section, “consistent” means that the density of the proposed project is the same or less than the standard expressed for the involved parcel in the general plan, community plan or zoning action for which an EIR has been certified, and that the project complies with the density-related standards contained in that plan or zoning. Where the zoning ordinance refers to the general plan or community plan for its density standard, the project shall be consistent with the applicable plan.

(j) This section does not affect any requirement to analyze potentially significant offsite or cumulative impacts if those impacts were not adequately discussed in the prior EIR. If a significant offsite or cumulative impact was adequately discussed in the prior EIR, then this section may be used as a basis for excluding further analysis of that offsite or cumulative impact.

PROJECT-SPECIFIC ENVIRONMENTAL REVIEW

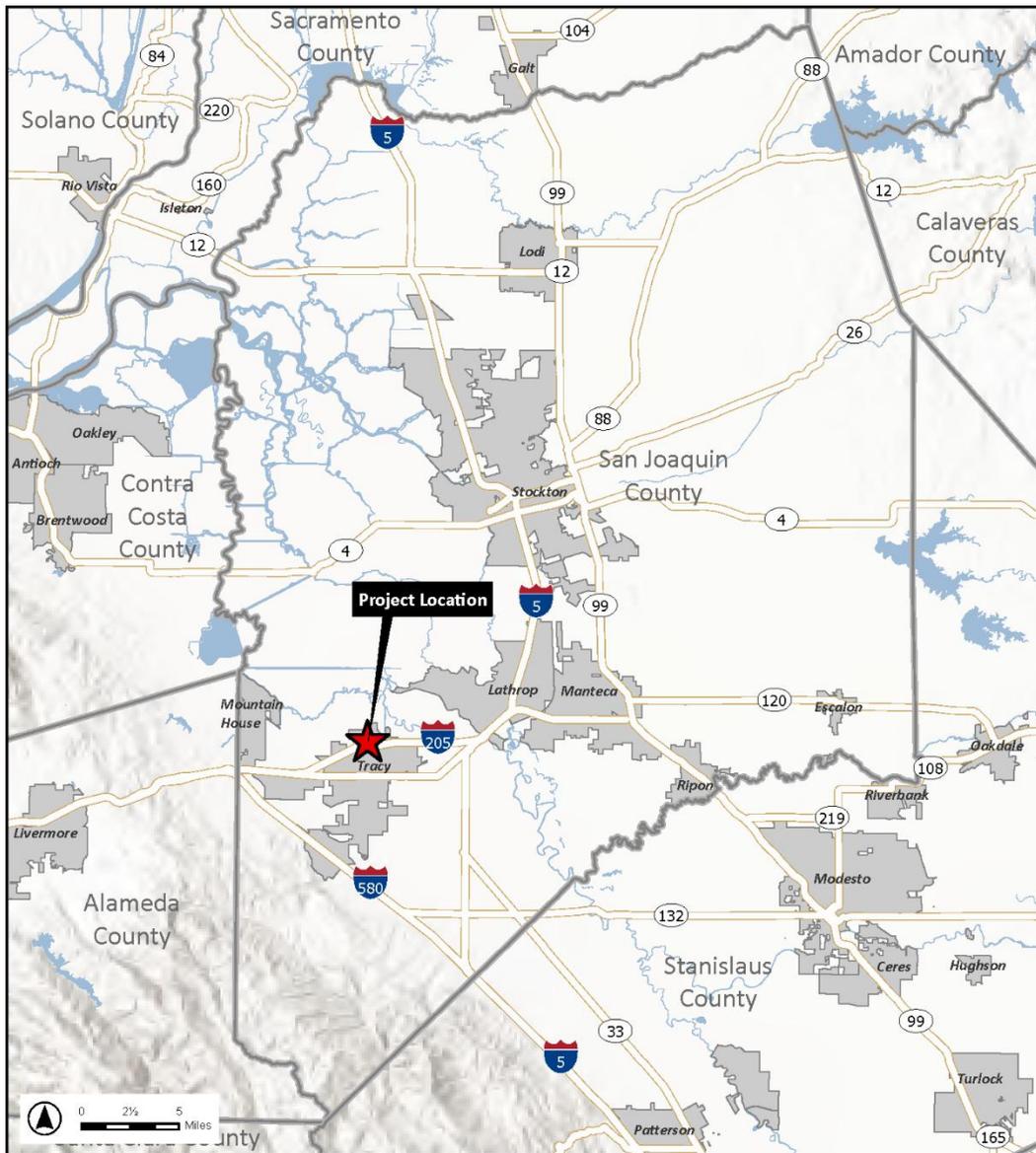
The attached Environmental Checklist includes a discussion and analysis of any peculiar or site-specific environmental impacts associated with construction and operation of the proposed project. The Environmental Checklist identifies the applicable City of Tracy development standards and policies that would apply to the proposed project during both the construction and operational phases, and explains how the application of these uniformly applied standards and policies would ensure that no peculiar or site-specific environmental impacts would occur.

CONCLUSION

As described above, the proposed 21323/21235 N. Tracy Boulevard Project (project) is consistent with the land use designations and development intensities assigned to the project

site by the City of Tracy General Plan. Cumulative impacts associated with development and buildout of the project site, as proposed, were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since the proposed project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the proposed project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR.

The analysis in the attached CEQA Environmental Checklist demonstrates that there are no site-specific or peculiar impacts associated with the project, and identifies uniformly applied standards and policies that would be applied to the project. The Project Requirements identified in the attached environmental analysis include requirements that must be implemented by the proposed project in order to ensure that any site-specific impacts or construction-related impacts are reduced to a less than significant level. All Project Requirements identified in the attached Environmental Checklist shall be made a condition of project approval and shall be implemented within the timeframes identified.



Legend

-  Project Location
-  Incorporated Area
-  County Boundary

21323/21235 N. TRACY BOULEVARD
TRACY, CALIFORNIA

Figure 1. Regional Map

Sources: California State Geoportal; USGS Transportation Dataset. Map Date: August 14, 2024.

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Legend

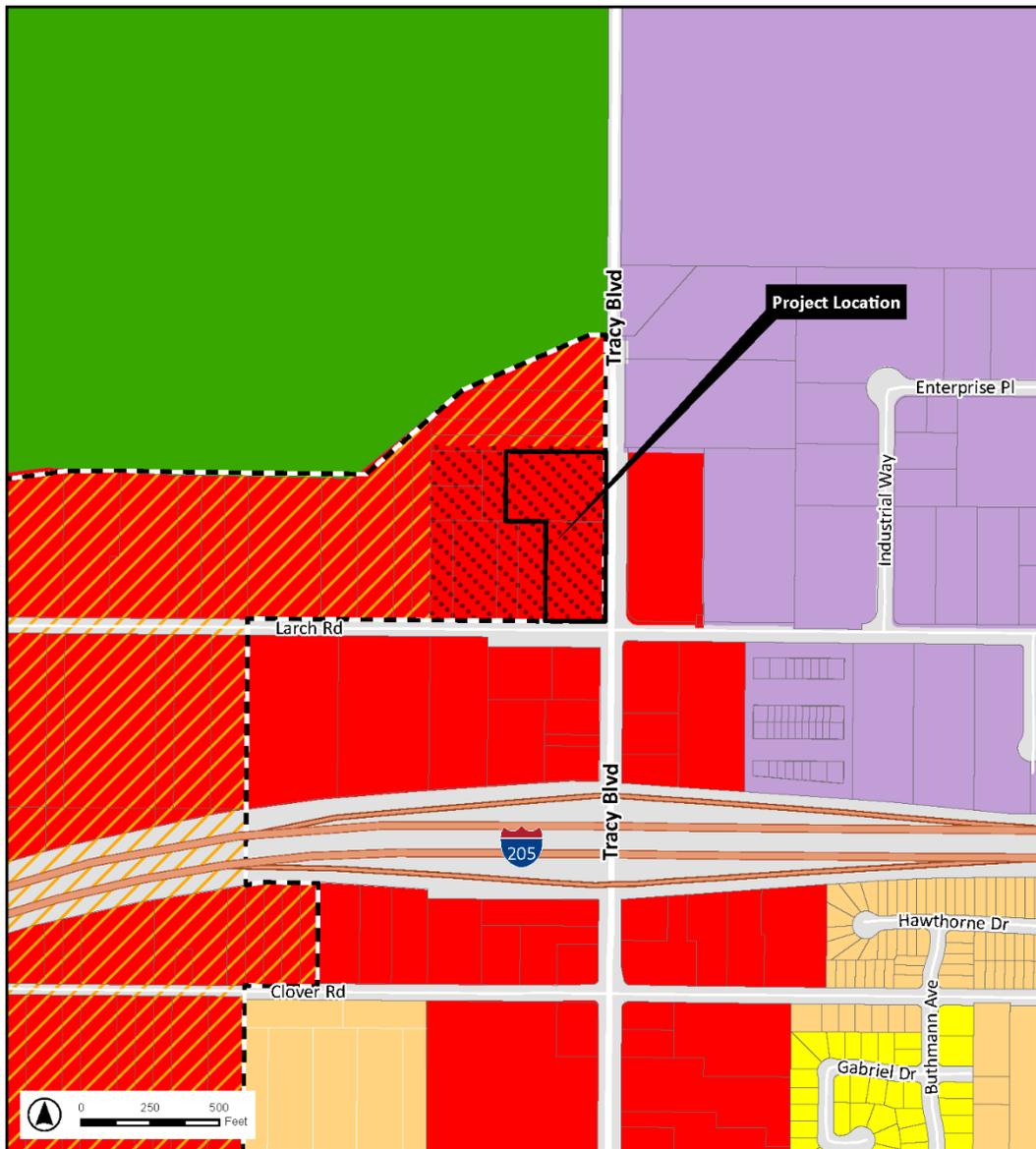
- Project Site
- City of Tracy
- Tracy Sphere of Influence
- 🐾 City of Tracy Animal Shelter
- 🚰 Tracy Waste Water Treatment Plant
- 📖 Manteca Branch Library
- ✉️ Tracy Post Office
- 🚒 South SJIC Fire Authority Fire Station
- 🏥 Hospital/Medical Center
- Community Park
- Neighborhood Park
- Mini Park
- Public School

21323/21235 N. TRACY BOULEVARD
TRACY, CALIFORNIA

Figure 2. Vicinity Map

Sources: San Joaquin County GIS. Map Date: August 14, 2024.

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- Legend**
- Project Boundary
 - Tracy City Limits
 - Assessor Parcel Boundary
 - San Joaquin County General Plan Land Use**
 - Residential/Low Density
 - Commercial/Freeway Service
 - City of Tracy General Plan Land Use**
 - Residential Low
 - Residential Medium
 - Commercial
 - Industrial
 - Park

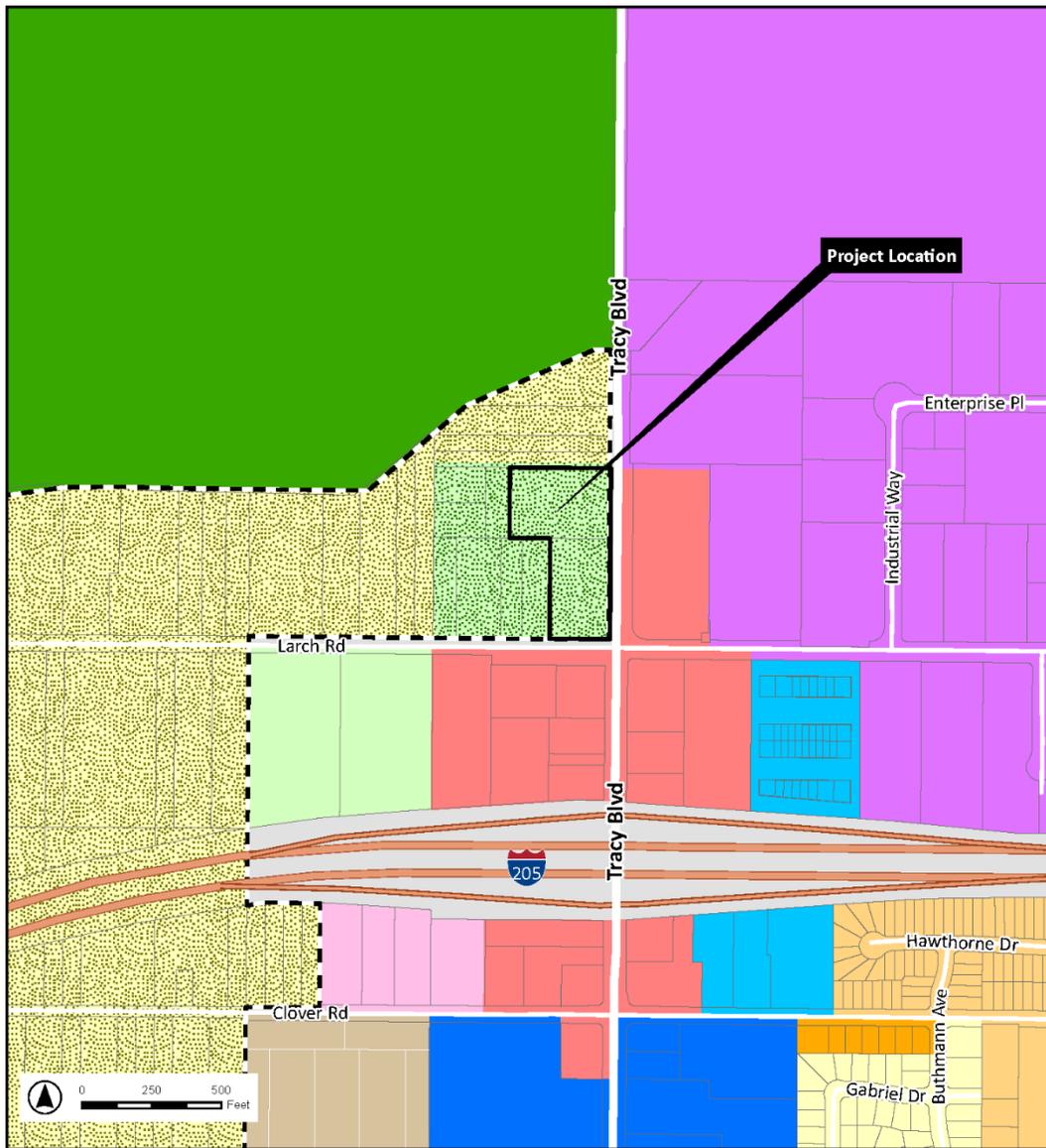
21323/21235 N. TRACY BOULEVARD
TRACY, CALIFORNIA

Figure 3. General Plan Land Use Map

Sources: City of Tracy; San Joaquin County GIS. Map Date: August 14, 2024.

DE NOVO PLANNING GROUP
A LAND USE PLANNING, DESIGN, AND ENVIRONMENTAL FIRM

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Legend

- Project Location
- Tracy City Limits
- San Joaquin County Zoning**
- Agriculture Urban Reserve (AU-20)
- Low Density Residential (R-L)
- City of Tracy Zoning**
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- Medium Density Cluster (MDC)
- Residential Mobile Home (RMH)
- Community Recreation Support Services (CRS)
- Community Shopping Center (CS)
- General Highway Commercial (GHC)
- Highway Service (HS)
- Light Industrial (M1)
- Park (P)
- Planned Unit Development (PUD)

21323/21235 N. TRACY BOULEVARD
TRACY, CALIFORNIA

Figure 4. Zoning Map

Sources: City of Tracy; San Joaquin County GIS. Map Date: August 14, 2024.

DE NOVO PLANNING GROUP
A LAND USE PLANNING, DESIGN, AND ENVIRONMENTAL FIRM

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ENVIRONMENTAL CHECKLIST

I. AESTHETICS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with the applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. There are no scenic vistas located on or adjacent to the project site. The proposed project uses are consistent and compatible with the surrounding land use designations. The project site is located in a commercial area. The surrounding area adjacent to the project site includes commercial and low-density residential uses to east, north, and west of the project site. The parcel south of the project site is vacant and undeveloped. A AAA truck wash facility is located directly to the east of the project site. The project site and the surrounding uses are designated Commercial by the City’s General Plan.

Implementation of the proposed project would provide for additional commercial development on a project site that is bordered by similarly scaled commercial uses, as described above. The project site is not topographically elevated from the surrounding lands and is not highly visible from areas beyond the immediate vicinity of the site. Although there are some trees surrounding portions of the perimeter of the project site (such as along the western and southern boundaries), there are no prominent features on the site, such as trees, rock outcroppings, or other visually distinctive features that contribute to the scenic quality of the site. The project site is not designated as a scenic vista by the City of Tracy General Plan.

Implementation of the proposed project would not significantly change the existing visual character of the project area, as much of the areas immediately adjacent to the site are used for commercial purposes.

Implementation of the proposed project would introduce commercial development to the project area that would be generally consistent with the surrounding land uses. The proposed project would not have a substantial effect on a scenic vista. Therefore, this impact is considered **less than significant**.

Response b): Less than Significant. As described in the Tracy General Plan EIR, there are two Officially Dedicated California Scenic Highway segments in the Tracy Planning Area, which extend a total length of 16 miles. The first designated scenic highway is the portion of Interstate (I) 580 between I-205 and I-5, which offers views of the Coast Range to the west and the Central Valley's urban and agricultural lands to the east. The second scenic highway is the portion of I-5 that starts at I-205 and continues south to Stanislaus County, which allows for views of the surrounding agricultural lands and the Delta-Mendota Canal and California Aqueduct.

The scenic portion of the I-580 highway is approximately 5.8 miles southwest from the project site. The project site is not visible from this highway. Additionally, the project is not at all visible along any scenic section of I-5.

Although some scattered existing trees located within the project site would be removed as part of development of the proposed project, there would not result in the removal of any substantial trees, rock outcroppings, or buildings of historical significance, and would not result in changes to any of the viewsheds from the designated scenic highways in the vicinity of the City of Tracy. Therefore, there is a **less-than-significant impact**.

Response c): Less than Significant. As described under Response a), above, the proposed project would add additional commercial uses to an area that currently contains numerous commercial uses surrounding the project site and some residential uses to the south and west of the project site. The proposed project would be visually compatible with the surrounding land uses and would not significantly degrade the existing visual quality of the site or the surrounding area. Additionally, the project will comply with City standards, including, but not limited to, the City's Design Goals and Standards, which would ensure that the exterior facades of the proposed commercial structures, streetscape improvements, and exterior lighting improvements are compatible with the surrounding land uses. This is a **less-than-significant impact**.

Response d): Less than Significant. Daytime glare can occur when the sunlight strikes reflective surfaces such as windows, vehicle windshields and shiny reflective building materials. The proposed project would introduce new commercial structures into the project site; however, reflective building materials are not anticipated for use in the project, and as such, the project is not anticipated to result in increases in daytime glare. Further, if reflective building materials are used, they would be limited to glass materials for buildings, which would not generate substantial glare.

The proposed project is anticipated to include exterior lighting around the structures, and also potentially within any future landscaped areas within the site. The City of Tracy Standard Plan #140 establishes street light standards for light illumination. The City addresses light and glare issues on a case-by-case basis during project approval and typically adds requirements as a

condition of project approval to shield and protect against light spillover from one property to the next. The implementation of City standards and the project requirement provided below would reduce any impacts related to light and glare to a **less than significant** level.

Project Requirement(s)

Project Requirement 1: *Prior to the commencement of grading activities, a lighting plan shall be prepared in accordance with the City of Tracy Standard Plan #140 that establishes street light standards. The lighting plan shall include the following:*

- *Design of site lighting and exterior building light fixtures to reduce the effects of light pollution and glare off of glass and metal surfaces;*
- *Lighting shall be directed downward and light fixtures shall be shielded to reduce upward and spillover lighting.*

II. AGRICULTURE AND FOREST RESOURCES -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1222(g)) or timberland (as defined in Public Resources Code section 4526)?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

RESPONSES TO CHECKLIST QUESTIONS

Response a): No Impact. The project site is underlain entirely by Capay clay, zero to one percent slopes.³ This soil is considered a Prime Farmland soil, if irrigated. However, the project site is not irrigated.

The project site is vacant and undeveloped. The site was previously used for agricultural uses but is no longer irrigated or harvested. The proposed project is identified for commercial land uses in the Tracy General Plan, and the project is consistent with the uses established by the General Plan. Development of the site for urban uses and the corresponding conversion of agricultural land associated with buildout of the Tracy General Plan, including the project site, was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the direct impacts to farmland resulting from adoption of the General Plan and EIR. As such, implementation of the proposed project would have **no impact** related to this environmental topic.

Response b): No Impact. The project site is not under a Williamson Act Contract, nor are any of the parcels immediately adjacent to the project site under a Williamson Act Contract, or designated for agricultural uses. Therefore, implementation of the proposed project would not

³ See: <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

conflict with a Williamson Act Contract, and would not conflict with any agricultural zoning. As such, there is **no impact**.

Responses c) and d): No Impact. The project site is located in an area consisting of primarily commercial and rural residential development. There are no forest resources on the project site or in the immediate vicinity of the project site. Therefore, there is **no impact**.

Response e): No Impact. As described under Responses (a) and (b) above, the proposed project site is not currently designated or zoned for agricultural uses. The project site is also not currently used for agricultural purposes and does not contain forest resources. There is **no impact** related to this environmental topic.

III. AIR QUALITY -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

EXISTING SETTING

The project site is located within the boundaries of the San Joaquin Valley Air Pollution Control District (SJVAPCD). This agency is responsible for monitoring air pollution levels and ensuring compliance with federal and state air quality regulations within the San Joaquin Valley Air Basin (SJVAB) and has jurisdiction over most air quality matters within its borders.

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. Air quality emissions would be generated during construction of the proposed project and during operation of the proposed project. Operational emissions would come primarily from vehicle emissions from vehicle trips generated by the proposed project.

Construction-Related Emissions

Construction would result in numerous activities that would generate dust. The fine, silty soils in the project area and often strong afternoon winds exacerbate the potential for dust, particularly in the summer months. Grading, leveling, earthmoving and excavation are the activities that generate the most particulate emissions. Impacts would be localized and variable. The initial phase of project construction would involve grading and leveling the project site and installation of supporting underground infrastructure, such as water, sewer, storm drain, and electrical lines.

The proposed project is larger in scope and size than the SJVAPCD’s SPAL. Therefore, a quantification of project construction emissions of ROG, NO_x, PM₁₀, and PM_{2.5} has been performed using the California Emissions Estimator Model (CalEEMod™) (v. 2022.1). Although the construction schedule is not currently known, below is a list of model assumptions used in the construction screens of CalEEMod. Table 1 presents the estimated construction phase schedule, which shows the duration of each construction phase. Construction phases were selected to provide a conservative duration for construction activities, to cover the wide range of commercial

uses that could be developed within the project site, up to a maximum of 169,884 square feet of commercial uses.

Table 1: Construction Phase

PHASE #	PHASE NAME	START DATE	END DATE	# DAYS WEEK	# DAYS
2	Site Preparation	1/30/2026	2/6/2026	5	5
3	Grading	2/7/2026	2/18/2026	5	8
4	Building Construction	2/19/2026	1/7/2027	5	230
5	Paving	1/8/2027	2/2/2027	5	18
6	Architectural Coating	2/3/2027	2/28/2027	5	18

SOURCE: CALFEEMOD, v.2022.1

Table 2 shows the construction emissions for the anticipated construction years 2026 and 2027.

Table 2: Construction Emissions in Tons Per Year (Unmitigated)

YEAR	THRESHOLDS			
	ROG	NO _x	PM ₁₀ TOTAL	PM _{2.5} TOTAL
	≤ 10 TONS/YEAR	≤ 10 TONS/YEAR	≤ 15 TONS/YEAR	≤ 15 TONS/YEAR
2026	0.2	1.4	0.1	0.1
2027	0.4	0.1	<0.1	<0.1
Maximum per year	0.4	1.4	0.1	0.1
Threshold exceeded in any year?	No	No	No	No

NOTES: THE AIR DISTRICT IS ATTAINMENT FOR CO, AND SO₂.

SOURCE: CALFEEMOD, v.2022.1

The SJVAPCD has established construction-related emissions thresholds of significance as follows: 10 tons per year of NO_x, 10 tons per year of ROG, or 15 tons per year of PM₁₀ or PM_{2.5}. If the proposed project’s emissions will exceed the SJVAPCD’s threshold of significance for construction-generated emissions, the proposed project will have a significant impact on air quality and all feasible mitigation are required to be implemented to reduce emissions. As shown in Table 2, annual emissions would not exceed the SJVAPCD thresholds of significance in any given year. However, regardless of emission quantities, the SJVAPCD requires construction-related mitigation in accordance with their rules and regulations. Implementation of the following project requirements will ensure that the proposed project would reduce construction-related emissions to a **less-than-significant impact**.

Project Requirement(s)

Project Requirement 2: *Prior to the commencement of grading activities, the City shall require the contractor hired to complete the grading activities to prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval. The City of Tracy shall ensure that all required permits from the SJVAPCD have been issued prior to commencement of grading activities. The construction emissions reduction plan should include the following requirements and measures:*

- *Properly and routinely maintain all construction equipment, as recommended by manufacturer's manuals, to control exhaust emissions.*
- *Shut down equipment when not in use for extended periods of time, to reduce exhaust emissions associated with idling engines.*
- *Encourage ride-sharing and use of transit transportation for construction employees commuting to the project site.*
- *Use electric equipment for construction whenever possible in lieu of fossil fuel-powered equipment.*
- *Curtail construction during periods of high ambient pollutant concentrations.*
- *Construction equipment shall operate no longer than eight cumulative hours per day.*
- *All construction vehicles shall be equipped with proper emission control equipment and kept in good and proper running order to reduce NOx emissions.*
- *On-road and off-road diesel equipment shall use aqueous diesel fuel if permitted under manufacturer's guidelines.*
- *On-road and off-road diesel equipment shall use diesel particulate filters if permitted under manufacturer's guidelines.*
- *On-road and off-road diesel equipment shall use cooled exhaust gas recirculation (EGR) if permitted under manufacturer's guidelines.*
- *Use of Caterpillar pre-chamber diesel engines or equivalent shall be utilized if economic and available to reduce NOx emissions.*
- *All construction activities within the project site shall be discontinued during the first stage smog alerts.*
- *Construction and grading activities shall not be allowed during first stage ozone alerts. (First stage ozone alerts are declared when ozone levels exceed 0.20 ppm for the 1-hour average.)*

Implementation of the above requirements shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

Project Requirement 3: *The following requirements, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the project's contractor during all phases of project grading and construction to reduce fugitive dust emissions:*

- *Water previously disturbed exposed surfaces (soil) a minimum of three-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Water all haul roads (unpaved) a minimum of three-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *All access roads and parking areas shall be covered with asphalt-concrete paving or water sprayed regularly.*
- *Dust from all on-site and off-site unpaved access roads shall be effectively stabilized by applying water or using a chemical stabilizer or suppressant.*
- *Reduce speed on unpaved roads to less than 15 miles per hour.*
- *Install and maintain a trackout control device that meets the specifications of SJVAPCD Rule 8041 if the site exceeds 150 vehicle trips per day or more than 20 vehicle trips per day by vehicles with three or more axles.*

- Stabilize all disturbed areas, including storage piles, which are not being actively utilized for construction purposes using water, chemical stabilizers or by covering with a tarp, other suitable cover or vegetative ground cover.
- Control fugitive dust emissions during land clearing, grubbing, scraping, excavation, leveling, grading or cut and fill operations with application of water or by presoaking.
- When transporting materials offsite, maintain a freeboard limit of at least six inches and over or effectively wet to limit visible dust emissions.
- Limit and remove the accumulation of mud and/or dirt from adjacent public roadways at the end of each workday. (Use of dry rotary brushes is prohibited except when preceded or accompanied by sufficient wetting to limit visible dust emissions and the use of blowers is expressly forbidden.)
- Remove visible track-out from the site at the end of each workday.
- Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).
- Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.

Implementation of the above requirements shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

Operational Emissions

As stated previously, the proposed project does not screen out under either criterion used by the SJVAPCD; therefore, the criteria pollutant emissions have been quantified for CEQA purposes.

CalEEMod™ (v.2022.1) was used to estimate emissions for buildout of the proposed project. Table 3 shows the emissions, which include mobile, area source, and energy emissions of criteria pollutants that would result from operations of the proposed project.

Table 3: Operational Buildout Generated Emissions in Tons Per Year (Unmitigated)

POLLUTANT	ROG	NO _x	PM ₁₀	PM _{2.5}
THRESHOLD	≤ 10 TONS/YEAR	≤ 10 TONS/YEAR	≤ 15 TONS/YEAR	≤ 15 TONS/YEAR
CATEGORY				
Mobile	2.9	3.2	5.8	1.5
Area	0.8	<0.1	<0.1	<0.1
Energy	<0.1	0.2	<0.1	<0.1
Water	0	0	0	0
Waste	0	0	0	0
Refrig.	0	0	0	0
Total	3.8	3.5	0	0
Threshold Exceeded?	No	No	No	No

SOURCE: CAL EEMOD, v.2022.1

The SJVAPCD has established thresholds of significance to which proposed project emissions are compared to determine the level of significance. The SJVAPCD has established operations- related emissions thresholds of significance as follows: 10 tons per year of NO_x, 10 tons per year of ROG, 15 tons per year of PM₁₀, and 15 tons per year of PM_{2.5}. If the proposed project’s emissions will

exceed the SJVAPCD's threshold of significance for operational-generated emissions, the proposed project will have a significant impact on air quality and all feasible mitigation are required to be implemented to reduce emissions to the extent feasible. As shown in Table 3, annual emissions of ROG, PM₁₀, and PM_{2.5} would not exceed the SJVAPCD thresholds of significance. However, NO_x emissions would exceed the threshold.

Development of the site for urban uses and the subsequent increase in ROG, NO_x, PM₁₀, and PM_{2.5} emissions was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the significant generation of long-term ROG, NO_x, and PM₁₀ emissions resulting from adoption of the General Plan.

The proposed project is identified for commercial land uses in the Tracy General Plan. The proposed project is consistent with the overriding considerations that were adopted for the General Plan and the established mitigation measures under that Plan. As such, implementation of the proposed project would not create new impacts over and above those identified in the General Plan EIR, nor significantly change previously identified impacts.

Additionally, the proposed project is subject to the SJVAPCD Rule 9510 (Indirect Source Rule, or ISR), which could result in substantial mitigation of emissions beyond what is reflected in the modeling outputs. The reductions are accomplished by the incorporation of mitigation measures into projects and/or by the payment of an Indirect Source Rule fee for any required reductions that have not been accomplished through project mitigation commitments. The actual calculations will be accomplished by the SJVAPCD and project applicants as the project (or portions of the project) are brought forward for approval under Rule 9510.

District Rule 9510 requires developers of residential, commercial and industrial projects to reduce smog-forming (NO_x) and particulate (PM₁₀ and PM_{2.5}) emissions generated by their projects. The Rule applies to projects which, upon full build-out, will include 50 or more residential units. Project developers are required to reduce the following emissions when compared to unmitigated project baseline emissions:

- 20 percent of construction-exhaust nitrogen oxides;
- 45 percent of construction-exhaust PM₁₀;
- 33 percent of operational nitrogen oxides over 10 years; and
- 50 percent of operational PM₁₀ over 10 years.

Developers are encouraged to meet these reduction requirements through the implementation of on-site mitigation; however, if the on-site mitigation does not achieve the required baseline emission reductions, the developer will mitigate the difference by paying an off-site fee to the District. Fees reduce emissions by helping to fund clean-air projects in the District.

Overall, the project would result in **less than significant** air quality impacts. However, regardless of the expected emissions totals, the project is still subject to the requirements of SJVAPCD Rule 9510, which requires developers of large residential, commercial and industrial projects to

reduce smog-forming (NO_x) and particulate (PM₁₀ and PM_{2.5}) emissions generated by their projects.

Project Requirement(s)

Project Requirement 4: *Prior to the issuance of the first building permit, the project applicant shall coordinate with the SJVAPCD to verify that the project meets the requirements of District Rule 9510, which is aimed at reducing the following emissions, as compared to unmitigated project baseline emissions the following reductions:*

- 20 percent of construction-exhaust nitrogen oxides;
- 45 percent of construction-exhaust PM₁₀;
- 33 percent of operational nitrogen oxides over 10 years; and
- 50 percent of operational PM₁₀ over 10 years.

The project applicant shall coordinate with SJVAPCD to develop measures and strategies to reduce operational emissions from the proposed project. If feasible measures are not available to meet the emissions reductions targets outlined above, then the project applicant may be required to pay an in-lieu mitigation fee to the SJVAPCD to off-set project-related emissions impacts. If in-lieu fees are required, the project applicant shall coordinate with the SJVAPCD to calculate the amount of the fees required to off-set project impacts.

Response c): Less than Significant. Sensitive receptors are those parts of the population that can be severely impacted by air pollution. Sensitive receptors include children, the elderly, and the infirm. The nearest sensitive receptor to the project site are the residences located adjacent to the project site to the west. As described above, the proposed project would not generate significant emissions of criteria air pollutants and would not result in substantial pollutant concentrations. The proposed project would be subject to the SJVAPCD requirements for construction and operational emissions outlined in requirements 2 through 4. Therefore, this is considered a **less-than-significant impact**.

Response d): Less than Significant. Operation of the proposed project would not generate notable odors. The commercial uses included in the proposed project would be compatible with the surrounding land uses. People in the immediate vicinity of construction activities may be subject to temporary odors typically associated with construction activities (diesel exhaust, hot asphalt, etc.). However, any odors generated by construction activities would be minor and would be short and temporary in duration.

Examples of facilities that are known producers of operational odors include: Wastewater Treatment Facilities, Chemical Manufacturing, Sanitary Landfill, Fiberglass Manufacturing, Transfer Station, Painting/Coating Operations (e.g., auto body shops), Composting Facility, Food Processing Facility, Petroleum Refinery, Feed Lot/Dairy, Asphalt Batch Plant, and Rendering Plant. If a project would locate receptors and known odor sources in proximity to each other further analysis may be warranted; however, if a project would not locate receptors and known odor sources in proximity to each other, then further analysis is not warranted. The project does

not propose sensitive receptors that could be exposed to odors in the vicinity. Should any of the commercial uses generate odors during construction, the odors would be contained within the building envelope(s) and proper ventilation would be provided. This is a **less-than-significant impact**.

IV. BIOLOGICAL RESOURCES -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Special-status invertebrates that occur within the San Joaquin County region include: longhorn fairy shrimp, vernal pool fairy shrimp, and midvalley fairy shrimp, which requires vernal pools and swale areas within grasslands; and the valley elderberry longhorn beetle, which is an insect that is only associated with blue elderberry plants, oftentimes in riparian areas and sometimes on land in the vicinity of riparian areas. The biological site conditions and the potential for the presence of special-status species were assessed by De Novo Planning Group’s staff biologist on August 26, 2025.

The project site does not contain essential habitat for these special status invertebrates. Implementation of the proposed project would have a **less-than-significant impact** on these species.

Special-status reptiles and amphibians that occur within the region include: the western pond turtle, which requires aquatic environments located along ponds, marshes, rivers, and ditches; the California tiger salamander, which is found in grassland habitats where there are nearby seasonal wetlands for breeding; the silvery legless lizard, which is found in sandy or loose loamy soils under sparse vegetation with high moisture content; San Joaquin whipsnake, which requires open, dry habitats with little or no tree cover with mammal burrows for refuge; the Alameda whipsnake, which is restricted to valley-foothill hardwood habitat on south-facing slopes; the California horned lizard, which occurs in a variety of habitats including, woodland, forest, riparian, and annual grasslands, usually in open sandy areas; the foothill yellow-legged frog, which occurs in partly shaded and shallow streams with rocky soils; the California red legged frog, which occurs in stream pools and ponds with riparian or emergent marsh vegetation; and the western spadefoot toad, which requires grassland habitats associated with vernal pools. The biological site conditions and the potential for the presence of special-status species were assessed by De Novo Planning Group's staff biologist on August 26, 2025. The project site does not contain essential habitat for these special status reptiles and amphibians. Implementation of the proposed project would have a **less-than-significant impact** on these species.

Numerous special-status plant species are known to occur in the region. Many of these special status plant species require specialized habitats such as serpentine soils, rocky outcrops, slopes, vernal pools, marshes, swamps, riparian habitat, alkali soils, and chaparral, which are not present on the project site. The project site is located in an area that was likely valley grassland prior to human settlement, and there are several plant species that are found in valley and foothills grasslands areas. These species include large-flowered fiddleneck, bent-flowered fiddleneck, big-balsamroot, big tarplant, round-leaved filaree, Lemmon's jewelflower, and showy golden madia. Human settlement has involved a high frequency of ground disturbance associated with the historical farming activities in the region, including the project site. The biological site conditions and the potential for the presence of special-status species were assessed by De Novo Planning Group's staff biologist on August 26, 2025. The project site does not contain suitable habitat for special-status plant species. Implementation of the proposed project would have a **less-than-significant impact** on these species.

Special-status birds that occur within the region include: tricolored blackbird, Swainson's hawk, northern harrier, and bald eagle, which are associated with streams, rivers, lakes, wetlands, marshes, and other wet environments; loggerhead shrike, and burrowing owl, which lives in open areas, usually grasslands, with scattered trees and brush; and raptors that are present in varying habitats throughout the region. The biological site conditions and the potential for the presence of special-status species and raptors were assessed by De Novo Planning Group's staff biologist on August 26, 2025.

Swainson's Hawk. The Swainson's hawk is threatened in California and is protected by the California Department of Fish and Wildlife (CDFW) and the Migratory Bird Treaty Act (MBTA). Additionally, Swainson's hawk foraging habitat is protected by the CDFG. Swainson's hawks forage in open grasslands and agricultural fields and commonly nest in solitary trees and riparian areas in close proximity to foraging habitat. The foraging range for Swainson's hawk is ten miles

from its nesting location. There are numerous documented occurrences of Swainson's hawk within ten miles of the project site. None of the occurrences are within the project site boundary. Potentially suitable nesting habitat is located in the on-site trees. Swainson's hawks may be present within the vicinity of the project site. The site and the scattered open non-native grassland habitat to the north may provide medium quality foraging opportunities for local Swainson's hawks. Incidental take minimization measures are required for this species due to the fact that there is suitable nesting and foraging habitat on the project site. The implementation of Project Requirement 5 would ensure that Swainson's hawks are not impacted during construction activities. The implementation of Project Requirement 5 would ensure a **less-than-significant impact** to Swainson's hawks.

Burrowing Owls. Burrowing owls are a California Species of Special Concern and are protected by the CDFG and the MBTA. Burrowing owls forage in open grasslands and shrublands and typically nest in old ground squirrel burrows. The project site contains suitable, but not high-quality habitat for burrowing owls. The land to the west and south of the project site contains rural residential uses which offers moderate foraging and roosting habitat for wintering or breeding owls. The implementation of Project Requirement 5 would ensure that burrowing owls are not impacted during construction activities. The implementation of Project Requirement 5 would ensure a **less-than-significant impact** to burrowing owls.

Project Requirement(s)

Project Requirement 5: *Prior to the commencement of grading activities or other ground disturbing activities on the project site, the project applicant shall arrange for a qualified biologist to conduct a preconstruction survey for western burrowing owls in accordance with SJMSCP requirements.*

- *Western Burrowing Owl Surveys: No more than 14 days prior to prior to Project activities, a qualified biologist shall conduct at least two surveys following the methods described in CDFW 2012 Staff Report on Burrowing Owl Mitigation, Appendix D (2012), at least seven days apart, with the final survey conducted no more than 48 hours prior to beginning Project activities. Surveys shall encompass the Project site and a sufficient buffer zone to detect owls nearby that may be impacted commensurate with the type of disturbance anticipated, as outlined in the CDFW 2012 Staff Report, and include burrow surrogates such as culverts, piles of concrete or rubble, and other non-natural features, in addition to burrows and mounds. If a lapse in Project-related work of 14 calendar days or longer occurs, additional surveys shall be required. If occupied burrows are detected during surveys, CDFW shall be consulted prior to Project commencement.*

If no owls or owl nests are detected, then construction activities may commence. If burrowing owls or occupied nests are discovered, then the following shall be implemented:

- *Western Burrowing Owl No-Disturbance Buffers: A qualified biologist shall clearly delineate a no-disturbance buffer around all western burrowing owl burrows, including nesting, roosting, and satellite burrows, or the entire burrow complex within and adjacent to within*

150 meters of the Project Area with posted markers demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of western burrowing owl habitat. Buffers shall be determined based upon the time of year and level of disturbance as described in the CDFW 2012 Staff Report. If burrows cannot be fully avoided, CDFW shall be consulted.

Implementation of this requirement shall occur prior to grading or site clearing activities. SJCOG shall be responsible for monitoring and a qualified biologist shall conduct surveys and relocate owls as required.

Separately, prior to the commencement of grading activities or other ground disturbing activities on the Project site, to minimize impacts to Swainson's Hawk, the following surveys and avoidance activities shall be implemented, as applicable:

- Swainson's Hawk Surveys and Avoidance: If Project activities are scheduled during the nesting season for Swainson's hawks (March 1 to September 15), prior to beginning work on this Project, a qualified biologist shall conduct surveys according to the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (TAC, 2000). Survey methods should be closely followed by starting early in the nesting season (late March to early April) to maximize the likelihood of detecting an active nest (nests, adults, and chicks are more difficult to detect later in the growing season because trees become less transparent as vegetation increases). Surveys shall be conducted: 1) within a minimum 0.5-mile radius of the Project site or a larger area if needed to identify potentially impacted active nests, and 2) for at least the two survey periods immediately prior to initiating Project-related construction activities. Surveys shall occur annually for the duration of the Project. The qualified biologist shall have a minimum of two years of experience implementing the survey methodology resulting in detections. If active Swainson's hawk nests are detected, the Project shall implement a 0.5-mile construction avoidance buffer around the nest until the nest is no longer active as determined by a qualified biologist.*

Response b): No Impact. Riparian natural communities support woody vegetation found along rivers, creeks and streams. Riparian habitat can range from a dense thicket of shrubs to a closed canopy of large mature trees covered by vines. Riparian systems are considered one of the most important natural resources. While small in total area when compared to the state's size, they provide a special value for wildlife habitat.

Over 135 California bird species either completely depend upon riparian habitats or use them preferentially at some stage of their life history. Riparian habitat provides food, nesting habitat, cover, and migration corridors. Another 90 species of mammals, reptiles, invertebrates and amphibians depend on riparian habitat. Riparian habitat also provides riverbank protection, erosion control and improved water quality, as well as numerous recreational and aesthetic values.

There is no riparian habitat or other sensitive natural communities located on the project site. As such, the proposed project would have **no impact** on these resources, and no mitigation is required.

Response c): No Impact A wetland is an area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Wetlands are defined by regulatory agencies as having special vegetation, soil, and hydrology characteristics. Hydrology, or water inundation, is a catalyst for the formation of wetlands. Frequent inundation and low oxygen causes chemical changes to the soil properties resulting in what is known as hydric soils. The prevalent vegetation in wetland communities consists of hydrophytic plants, which are adapted to areas that are frequently inundated with water. Hydrophytic plant species have the ability to grow, effectively compete, reproduce, and persist in low oxygen soil conditions.

Below is a list of wetlands that are found in the Tracy planning area:

- **Farmed Wetlands:** This category of wetlands includes areas that are currently in agricultural uses. This type of area occurs in the northern portion of the Tracy Planning Area.
- **Lakes, Ponds and Open Water:** This category of wetlands includes both natural and human-made water bodies such as that associated with working landscapes, municipal water facilities and canals, creeks and rivers.
- **Seasonal Wetlands:** This category of wetlands includes areas that typically fill with water during the wet winter months and then drain enough to become ideal plant habitats throughout the spring and summer. There are numerous seasonal wetlands throughout the Tracy Planning Area.
- **Tidal Salt Ponds and Brackish Marsh:** This category of wetlands includes areas affected by irregular tidal flooding with generally poor drainage and standing water. There are minimal occurrences along some of the larger river channels in the northern portion of the Tracy Planning Area.

There are no wetlands located on the project site. As such, the proposed project would have **no impact** on this environmental topic, and no mitigation is required.

Response d): Less than Significant. There are no documented wildlife corridors or wildlife nursery sites on or adjacent to the project site. Implementation of the proposed project would have a **less-than-significant impact**.

Responses e), f): Less than Significant. The project site is located within the jurisdiction of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (“Plan” or

“SJMSCP”) and is located within the Central/Southwest Transition Zone of the SJMSCP. The San Joaquin Council of Governments (SJCOG) prepared the Plan pursuant to a Memorandum of Understanding adopted by SJCOG, San Joaquin County, the United States Fish and Wildlife Service (USFWS), the CDFW, Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1994. On February 27, 2001, the Plan was unanimously adopted in its entirety by SJCOG. The City of Tracy adopted the Plan on November 6, 2001.

According to Chapter 1 of the SJMSCP, its key purpose is to “provide a strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region’s agricultural economy; preserving landowner property rights; providing for the long-term management of plant, fish and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act (ESA) or the California Endangered Species Act (CESA); providing and maintaining multiple use Open Spaces which contribute to the quality of life of the residents of San Joaquin County; and, accommodating a growing population while minimizing costs to project proponents and society at large.”

In addition to providing compensation for conversion of open space to non-open space uses, which affect plant and animal species covered by the SJMSCP, the SJMSCP also provides some compensation to offset impacts of open space conversions on non-wildlife related resources such as recreation, agriculture, scenic values and other beneficial open space uses. Specifically, the SJMSCP compensates for conversions of open space to urban development and the expansion of existing urban boundaries, among other activities, for public and private activities throughout the County and within Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy.

Participation in the SJMSCP is voluntary for both local jurisdictions and project applicants. Only agencies adopting the SJMSCP would be covered by the SJMSCP. Individual project applicants have two options if their project is located in a jurisdiction participating in the SJMSCP: mitigating under the SJMSCP or negotiating directly with the state and/or federal permitting agencies. If a project applicant opts for SJMSCP coverage in a jurisdiction that is participating under the SJMSCP, the following options are available, unless their activities are otherwise exempted: pay the appropriate fee; dedicate, as conservation easements or fee title, habitat lands; purchase approved mitigation bank credits; or, propose an alternative mitigation plan.

Responsibilities of permittees covered by the SJMSCP include collection of fees, maintenance of implementing ordinances/resolutions, conditioning permits (if applicable), and coordinating with the Joint Powers Authority (JPA) for Annual Report accounting. Funds collected for the SJMSCP are to be used for the following: acquiring Preserve lands, enhancing Preserve lands, monitoring and management of Preserve lands in perpetuity, and the administration of the SJMSCP. Because the primary goal of SJMSCP is to preserve productive agricultural use that is compatible with SJMSCP’s biological goals, most of the SJMSCP’s Preserve lands would be acquired through the purchase of easements in which landowners retain ownership of the land and continue to farm the land. These functions are managed by SJCOG.

The proposed project is classified as Urban Habitat under the SJMSCP. The proposed project was analyzed for consistency with the SJMSCP by De Novo Planning Group, and it was determined that the proposed project would not conflict with the SJMSCP. The City of Tracy and the project applicant shall consult with SJCOG to utilize coverage of the project pursuant to the SJMSCP prior to development of the site. Therefore, this is a **less-than-significant impact**.

Project Requirement(s)

Project Requirement 6: *Prior to development of the site, including the commencement of grading activities, the City of Tracy and the project applicant shall consult with SJCOG to utilize coverage of the project pursuant to the SJMSCP.*

V. CULTURAL RESOURCES -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Cause a substantial adverse change in the significance of a historical resource pursuant to '15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?			X	
c) Disturb any human remains, including those interred outside of formal cemeteries?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a), b), c): Less than Significant. The City of Tracy General Plan and subsequent EIR do not identify the project site as having prehistoric period, or cultural resources. Additionally, there are no known unique cultural, historical, paleontological or archeological resources known to occur on, or within the immediate vicinity of the project site.

Because the site has been previously disturbed by the agricultural operations, it is not anticipated that site grading and preparation activities would result in impacts to cultural, historical, archaeological or paleontological resources. There are no known human remains located on the project site, nor is there evidence to suggest that human remains may be present on the project site. However, as with most projects in California that involve ground-disturbing activities, there is the potential for discovery of a previously unknown cultural and historical resource or human remains.

The implementation of Project Requirement 7 would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including human remains. Implementation of this requirement would reduce this impact to a **less than significant** level.

Project Requirement(s)

Project Requirement 7: *If any prehistoric or historic artifacts, human remains or other indications of archaeological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures.*

- *If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.*

- *If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.*

- *If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.*

VI. ENERGY

<i>Would the project:</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a-b): Less than Significant. Appendix G of the State CEQA Guidelines requires consideration of the potentially significant energy implications of a Project. CEQA requires mitigation measures to reduce “wasteful, inefficient and unnecessary” energy usage (Public Resources Code Section 21100, subdivision [b][3]). According to Appendix G of the CEQA Guidelines, the means to achieve the goal of conserving energy include decreasing overall energy consumption, decreasing reliance on natural gas and oil, and increasing reliance on renewable energy sources. In particular, the proposed project would be considered “wasteful, inefficient, and unnecessary” if it were to violate state and federal energy standards and/or result in significant adverse impacts related to project energy requirements, energy inefficiencies, energy intensiveness of materials, cause significant impacts on local and regional energy supplies or generate requirements for additional capacity, fail to comply with existing energy standards, otherwise result in significant adverse impacts on energy resources, or conflict or create an inconsistency with applicable plan, policy, or regulation.

The amount of energy used at the project site would directly correlate to the energy consumption (including fuel) used by vehicle trips generated during project construction, fuel used by off-road construction vehicles during construction, fuel used by vehicles during project operation, and electricity usage during project operation.

The proposed project would comply with all existing energy standards, including those established by the City of Tracy and San Joaquin County. For example, buildings developed as part of the proposed project would be required to comply with the latest version of the California Building Energy Efficiency Standards (Title 24), which require a high degree of energy efficiency for new buildings. Additionally, the project would be required to comply with other statewide measures, including those intended to improve the energy efficiency of the statewide passenger and heavy-duty truck vehicle fleet (e.g., the Pavley Bill and the Low Carbon Fuel Standard), which improve vehicle fuel economies, thereby conserving gasoline and diesel fuel for any trips that would be generated by the project. These energy savings would continue to accrue over time.

The proposed project is a commercial project totaling a maximum of 169,884 square feet of commercial uses, with limited operational energy requirements. The amount of energy used by the proposed project during operation would include the amount of energy used by the project building and outdoor lighting, the fuel used by vehicle trips generated during operation, and fuel used by project maintenance activities during project operation. For construction, the proposed

project would not require energy consumption that would out of the ordinary for a project of its size and type.

Overall, the proposed project would not violate any state or federal energy standards and/or result in significant adverse impacts related to project energy requirements, energy efficiencies, energy intensiveness of materials, cause significant impacts on local and regional energy supplies or generate requirements for additional capacity, fail to comply with existing energy standards, otherwise result in significant adverse impacts on energy resources, or conflict or create an inconsistency with applicable plan, policy, or regulation. Therefore, the proposed project would not be expected cause an inefficient, wasteful, or unnecessary use of energy resources nor cause a significant impact on any of the threshold as described by Appendix G of the CEQA Guidelines. This is a **less-than-significant impact**.

VII. GEOLOGY AND SOILS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i), a.ii): Less than Significant. The project site is located in an area of moderate to high seismicity. However, no known active faults cross the project site, and the site is not located within an Alquist-Priolo Earthquake Fault Zone. Nevertheless, relatively large earthquakes have historically occurred in the Bay Area and along the margins of the Central Valley. Many earthquakes of low magnitude occur every year in California. The nearest earthquake fault zoned as active by the State of California Geological Survey is the Greenville Fault, located approximately 16 miles to the west of the site. **Figure 5** shows nearby faults in relation to the project site.

Portions of the Great Valley fault are considered seismically active thrust faults; however, since the Great Valley fault segments are not known to extend to the ground surface, the State of California has not defined Earthquake Fault Hazard Zones around the postulated traces. The Great Valley fault is considered capable of causing significant ground shaking at the site, but the recurrence interval is believed longer than for more distant, strike-slip faults. Further seismic activity can be expected to continue along the western margin of the Central Valley, and as with all projects in the area, the project will be designed to accommodate strong earthquake ground shaking, in compliance with the applicable California building code standards.

Other active faults capable of producing significant ground shaking at the site include the Calaveras, 27 miles southwest; the Hayward fault, 26 miles west; the Ortigalita fault, 32 miles southwest; and the San Andreas Fault, 50 miles southwest of the site. Any one of these faults could generate an earthquake capable of causing strong ground shaking at the subject site. Earthquakes of Moment Magnitude (Mw) 7 and larger have historically occurred in the region and numerous small magnitude earthquakes occur every year.

Since there are no known active faults crossing the project site and the site is not located within an Earthquake Fault Special Study Zone, the potential for ground rupture at the site is considered low.

An earthquake of moderate to high magnitude generated within the San Francisco Bay Region and along the margins of the central valley could cause considerable ground shaking at the site, similar to that which has occurred in the past. In order to minimize potential damage to the proposed structures caused by groundshaking, all construction would comply with the latest California Building Code standards, as required by the City of Tracy Municipal Code 9.04.030.

Seismic design provisions of current building codes generally prescribe minimum lateral forces, applied statically to the structure, combined with the gravity forces of dead-and-live loads. The code-prescribed lateral forces are generally considered to be substantially smaller than the comparable forces that would be associated with a major earthquake. Therefore, structures should be able to: (1) resist minor earthquakes without damage, (2) resist moderate earthquakes without structural damage but with some nonstructural damage, and (3) resist major earthquakes without collapse but with some structural as well as nonstructural damage.

Building new structures for human use would increase the number of people exposed to local and regional seismic hazards. Seismic hazards are a significant risk for most property in California.

The Safety Element of the Tracy General Plan includes several goals, objectives and policies to reduce the risks to the community from earthquakes and other geologic hazards. In particular, the following policies would apply to the project site:

SA-1.1, Policy P1: Underground utilities, particularly water and natural gas mains, shall be designed to withstand seismic forces.

SA-1.1, Policy P2: Geotechnical reports shall be required for development in areas where potentially serious geologic risks exist. These reports should address the degree of hazard, design parameters for the project based on the hazard, and appropriate mitigation measures.

SA-1.2, Policy P1: All construction in Tracy shall conform to the California Building Code and the Tracy Municipal Code including provisions addressing unreinforced masonry buildings.

The City reviews all proposed development projects for consistency with the General Plan policies and California Building Code provisions identified above. This review occurs throughout the project application review and processing stage, and throughout plan check and building inspection phases prior to the issuance of a certificate of occupancy.

Consistency with the requirements of the California Building Code and the Tracy General Plan policies identified above would ensure that impacts on humans associated with seismic hazards would be **less than significant**.

Responses a.iii): Less than Significant. Liquefaction normally occurs when sites underlain by saturated, loose to medium dense, granular soils are subjected to relatively high ground shaking. During an earthquake, ground shaking may cause certain types of soil deposits to lose shear strength, resulting in ground settlement, oscillation, loss of bearing capacity, landsliding, and the buoyant rise of buried structures. The majority of liquefaction hazards are associated with sandy soils, some silty soils of low plasticity, and some gravelly soils. Cohesive soils are generally not considered to be susceptible to liquefaction. In general, liquefaction hazards are most severe within the upper 50 feet of the surface, except where slope faces or deep foundations are present. Soils that underlay the project site consist of predominantly clay soil particle sizes. Clay-type soils are generally not subject to liquefaction.

As identified in the Tracy General Plan EIR, the majority of the Tracy Planning Area is at low risk for liquefaction, with the exception for the river banks within the Planning Area. Objective SA-1.1 states that geologic hazards should be minimized. The Safety Element contains a policy requiring that geotechnical engineering studies be undertaken for any development in areas where potentially serious geologic risks exist (Objective SA- 1.1, P1), which would include liquefaction. The General Plan EIR concluded that the implementation of this policy would reduce the potential risk of liquefaction to a **less than significant** level.

Prior to development of the project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities. Adherence to the engineering requirements contained in the subsurface geotechnical report would ensure that this impact is **less than significant**.

Project Requirement(s)

Project Requirement 8: *Prior to development of the project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities.*

Responses a.iv): Less than Significant. The project site is relatively flat and there are no major slopes in the vicinity of the project site. As such, the project site is exposed to little or no risk associated with landslides. This is a **less-than-significant impact**.

Response b): Less than Significant. During the construction preparation process, exposed surfaces could be susceptible to erosion from wind and water. Effects from erosion include impacts on water quality and air quality. Exposed soils that are not properly contained or capped increase the potential for increased airborne dust and increased discharge of sediment and other pollutants into nearby stormwater drainage facilities. Risks associated with erosive surface soils can be reduced by using appropriate controls during construction and properly re-vegetating exposed areas. Project Requirements 2 through 4 (Air Quality), require the implementation of various dust control measures during site preparation and construction activities that would reduce the potential for soil erosion and the loss of topsoil. Additionally, Project Requirement 10 (Hydrology and Water Quality) would require the implementation of various best management practices (BMPs) and a SWPPP that would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction activities. The implementation of these requirements would ensure impacts are **less than significant**.

Responses c), d): Less than Significant. The potential for the project to be exposed to unstable soil conditions resulting from on-or off-site landslide, and liquefaction are discussed above under Responses a.iii, and a.iv., and were found to be **less-than-significant impacts**.

Lateral Spreading: The geologic conditions conducive to lateral spreading include gentle surface slope (0.3-5% slope), and liquefiable soils. As identified in the Tracy General Plan EIR, the majority of the Tracy Planning Area is at low risk for liquefaction, with the exception for the river banks within the Planning Area. Soils that underlay the project site consist of predominantly clay soil particle sizes, which are generally not subject to liquefaction.

The potential for ground surface damage at the site resulting in lateral spreading is low due to lack of saturated liquefiable soils. Therefore, impacts related to lateral spreading from project implementation would be **less than significant**.

Expansive Soils: Expansive Soils are those that undergo volume changes as moisture content fluctuates; swelling substantially when wet or shrinking when dry. Soil expansion, and settling can damage structures by cracking foundations, causing settlement and distorting structural elements. Expansion is a typical characteristic of clay-type soils. Expansive soils shrink and swell in volume during changes in moisture content, such as a result of seasonal rain events, and can cause damage to foundations, concrete slabs, roadway improvements, and pavement sections.

Soil expansion is dependent on many factors. The more clayey, critically expansive surface soil and fill materials will be subjected to volume changes during seasonal fluctuations in moisture content. As indicated in the Tracy General Plan EIR, Tracy does have a moderate to high risk for expansive soils, depending on the location and soil type. The Safety Element contains objectives to minimize geologic hazards, and a policy to require geotechnical reports for all development proposed in areas with risk of geological hazard (Objective SA-1.1, P2). Therefore, it was concluded that implementation of the General Plan policy would reduce the potential impact related to the risk of soil expansion to a less-than-significant level. It is noted that the soils that underlay the project are considered to have a moderate potential for expansion.

To reduce the potential for post-construction distress to the proposed structures resulting from swelling and shrinkage of these materials, a geotechnical evaluation is required by Project Requirement 8 in order to reduce the potential for damaging differential settlement of overlying improvements. Additionally, the California Building Code Title 24, Part 2, Chapter 18, Section 1803.1.1.2 requires specific geotechnical evaluation when a preliminary geotechnical evaluation determines that expansive or other special soil conditions are present, which, if not corrected, would lead to structural defects. As such, this is a **less-than-significant impact**.

Response e): No Impact. The project site would be served by public wastewater facilities and does not require an alternative wastewater system such as septic tanks. Implementation of the proposed project would have **no impact** on this environmental issue.

Response f): Less than Significant. The project site is located in an area known to have paleontological resources. The implementation of Project Requirement 7 would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including paleontological resources. As such, this is a **less-than-significant impact**.

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XIII. GREENHOUSE GAS EMISSIONS – WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?			X	

BACKGROUND DISCUSSION

Various gases in the Earth’s atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth’s surface temperature. Solar radiation enters Earth’s atmosphere from space, and a portion of the radiation is absorbed by the Earth’s surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring GHGs include water vapor (H₂O), carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and ozone (O₃). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct GHGs CO₂, CH₄, and N₂O occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2019, concentrations of these three GHGs have increased globally by 47, 156, and 23 percent, respectively (IPCC, 2023).

Greenhouse gases, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane (CH₄), ozone (O₃), water vapor, nitrous oxide (N₂O), and chlorofluorocarbons (CFCs).

Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Consumption of fossil fuels in the transportation sector was the single largest source of California’s GHG emissions in 2024, accounting for 39% of total GHG emissions in the state. This category was followed by the industrial sector (23%), the electricity generation sector (including both in-state and out of-state sources) (16%) and the agriculture and forestry sector (8%).⁴

⁴ California Energy Commission. 2025. California Greenhouse Gas Emission Inventory – 2025 Edition. Available at: <https://ww2.arb.ca.gov/ghg-inventory-data>

As the name implies, global climate change is a global problem. GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants, which are pollutants of regional and local concern, respectively. California produced approximately 371 million gross metric tons of carbon dioxide equivalents (MMTCO_{2e}) in 2022.⁵ Given that worldwide emissions from human activities totaled approximately 53 billion gross metric tons of carbon dioxide equivalents (BMTCO_{2e}) in 2024, California's incremental contribution to global GHGs is approximately 2%.⁶

Carbon dioxide equivalents are a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. This potential, known as the global warming potential of a GHG, is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. Expressing GHG emissions in carbon dioxide equivalents takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Development of the site for urban uses and the corresponding generation of GHG emissions associated with buildout of the Tracy General Plan, including the project site, was taken into consideration in the City of Tracy General Plan and General Plan EIR. As described in Chapter 3 of the 2010 Recirculated Supplemental General Plan Draft EIR, the Tracy General Plan and Sustainability Action Plan include policies and measures to reduce GHG emissions, supporting the State's emission reduction targets and other environmental goals. In total, it is estimated that measures in the General Plan and Sustainability Action Plan would reduce 2020 business-as-usual (BAU) GHG emissions by between 382,422 and 486,115 metric tons CO_{2e}. Although the General Plan and Sustainability Action Plan include many goals, policies, and measures that would reduce GHG emissions from projected BAU levels, the Tracy General Plan would not meet the San Joaquin Valley Air Pollution Control District's threshold of a 29 percent reduction in GHG emissions from BAU projected emissions. Therefore, the General Plan and Sustainability Action Plan would result in a significant GHG emission impact.

On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the significant generation of GHG emissions resulting from adoption of the General Plan.

The proposed project is identified for commercial land uses in the Tracy General Plan. The proposed project is consistent with the overriding considerations that were adopted for the General Plan and the established mitigation measures under that Plan. As such, implementation of the proposed project would not create new impacts over and above those identified in the

⁵ California Energy Commission. 2025. California Greenhouse Gas Emission Inventory – 2025 Edition. Available at: <https://ww2.arb.ca.gov/ghg-inventory-data>

⁶ European Commission. 2025. World emissions hit record high, but the EU leads trend reversal. September 9, 2025. Available at: https://joint-research-centre.ec.europa.eu/jrc-news-and-updates/world-emissions-hit-record-high-eu-leads-trend-reversal-2025-09-09_en

General Plan EIR, nor significantly change previously identified impacts. This is a **less-than-significant impact**.

Response b): Less than Significant. The City of Tracy recently adopted the Tracy Sustainability Action Plan. The Sustainability Action Plan includes programs and measures to reduce GHGs through community and municipal operations. Programs and measures contained in the Sustainability Action Plan that relate to the proposed project include, but are not limited to:

- **Measure E-1:** Implement California Green Building Standards, as contained in Title 24, Part 11, CCR.
- **Measure T-5 c and d:** Which promote the use of alternative transportation measures, including bikes and pedestrian travel, by providing connections to existing bike and pedestrian facilities.
- **Measure E-2 e:** Requiring energy efficient exterior lighting.

The City of Tracy will require the project to fully implement all applicable requirements of the Sustainability Action Plan. The proposed project would be constructed in compliance with the California Green Building Standards, and would install energy efficient exterior lighting. Implementation of the requirements of the Sustainability Action Plan, and other relevant policies in the Tracy General Plan represent the application of uniformly applied measures aimed at reducing GHG emissions from new development projects. This is a **less-than-significant impact**.

Project Requirement(s)

Project Requirement 9: *Prior to construction, the project applicant shall demonstrate compliance of all applicable requirements of the Sustainability Action Plan to the City of Tracy Community and Economic Development Department for review and approval.*

IX. HAZARDS AND HAZARDOUS MATERIALS -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?			X	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. The proposed project would place new commercial uses in an area of the City that currently contains predominantly commercial uses. The proposed commercial land uses would not routinely transport, use, or dispose of hazardous materials, or present a reasonably foreseeable release of hazardous materials, with the exception of common residential grade hazardous materials such as household cleaners, paint, etc. The operational phase of the proposed project would not pose a significant hazard to the public or the environment.

Any operations that involve the use of hazardous materials would be required to have the hazardous material transported, stored, used, and disposed of in compliance with local, state, and federal regulations. The San Joaquin County Department of Environmental Health is the Certified Unified Program Agencies (CUPA) for San Joaquin County and is responsible for the

implementation of statewide programs within the city including Hazardous Materials Business Plan (HMBP) requirements, among numerous other programs. Additionally, businesses are regulated by Cal/Occupational Safety and Health Administration (OSHA) and are therefore required to ensure employee safety. Specific requirements include identifying hazardous materials in the workplace, providing safety information to workers that handle hazardous materials, and adequately training workers. To further ensure the safety of employees, and reduce the potential for accidental release of hazardous materials into the environment, the applicant must submit a HMBP to San Joaquin County Department of Environmental Health for review and approval prior to bringing hazardous materials onsite.

Construction equipment and materials would likely require the use of petroleum-based products (oil, gasoline, diesel fuel), and a variety of common chemicals including paints, cleaners, and solvents. Transportation, storage, use, and disposal of hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. Compliance would ensure that human health and the environment are not exposed to hazardous materials. In addition, Project Requirement 10 (Hydrology and Water Quality) requires the project applicant to implement a SWPPP during construction activities, which would prevent any contaminated runoff from leaving the project site. Therefore, compliance with applicable federal, state, local statutes and regulations, and the SWPPP provided in Project Requirement 10, the proposed project would have a **less-than-significant impact** relative to this issue.

Response c): Less than Significant. The project site is not located within 1/4-mile of an existing school. The nearest school to the project site is the North Elementary School, located approximately 0.7 miles southeast of the project site. Therefore, this is a **less-than-significant impact**.

Response d): Less than Significant. According the California Department of Toxic Substances Control (DTSC), there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup Sites on, or adjacent to the project site. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5.

The nearest site to the proposed project is located approximately 0.35 miles or further south of the project site. Information relating to this site is provided below:

Quality Cleaners, Tracy (site 60002170)

- Cleanup Status: Active as of 3/27/2015
- Site Type: Voluntary Agreement
- National Priorities List: No
- Cleanup Oversight Agency:
 - DTSC (Lead Agency)

As stated in the City's General Plan and General Plan EIR, developers are required to conduct the necessary level of environmental investigation prior to project approval to ensure that

development sites would not affect the environment or the health or safety of future property owners (Objective SA-4.1, P2). The General Plan EIR concluded that this policy would reduce the potential impact to a less-than-significant level.

Additionally, there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup Sites on, or adjacent to the project site. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5. Therefore, implementation of the proposed project would result in a **less-than-significant impact** relative to this environmental topic.

Response e): Less than Significant. The Federal Aviation Administration (FAA) establishes distances of ground clearance for take-off and landing safety based on such items as the type of aircraft using the airport.

The Tracy Municipal Airport is the closest airport to the project site, located approximately 4.8 miles to the south. The Airport is a general aviation airport owned by the City and managed by the Public Works Department. Guidelines for Airport Land Use were developed by SJCOG Airport Land Use Commission in 2013. Furthermore, the City of Tracy adopted an Airport Master Plan in 1998, analyzing the impacts to safety on surrounding development from the Tracy Municipal Airport.

The probability of an aircraft accident is highest along the extended runway centerline, and within one mile of the runway end. According to SJCOG Guidelines there are seven zones in which land use restrictions apply due to proximity to the airport:

1. Zone 1 Runway Protection Zone (RPZ)
2. Zone 2 Inner Approach/Departure Zone (IADZ)
3. Zone 3 Inner Turning Zone (ITZ)
4. Zone 4 Outer Approach/Departure Zone (OADZ)
5. Zone 5 Sideline Safety Zone (SSZ)
6. Zone 7 Traffic Pattern Zone (TPZ)
7. Zone 8 Airport Influence Area (AIA)

Land use constraints in these zones become progressively less restrictive from the RPZ to the TPZ. The proposed project is not located within any of the safety zones. The proposed project is not located within one mile of the airport, nor along the extended runway centerline, or within an AIA. Additionally, there are no private airstrips within the vicinity of the project site. The proposed project consists of single story and two-story structures, and does not propose any structures of substantial height that would protrude into active airspace. Therefore, safety hazards related to the project's proximity to the Tracy Municipal Airport are **less than significant**.

Response f): No Impact. The General Plan includes policies that require the City to maintain emergency access routes that are free of traffic impediments (Objective SA-6.1, P1 and A2). The proposed project does not include any actions that would impair or physically interfere with an

adopted emergency response plan or emergency evacuation plan. The project involves the development of commercial land uses within an urbanized environment and would not interfere with any emergency response or evacuation plans. Implementation of the proposed project would result in **no impact** on this environmental topic.

Response g): Less than Significant. The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point, while fuels such as trees have a lower surface area to mass ratio and require more heat to reach the ignition point.

The city has areas with an abundance of flashy fuels (i.e., grassland) in the outlying residential parcels and open lands that, when combined with warm and dry summers with temperatures often exceeding 100 degrees Fahrenheit, create a situation that results in higher risk of wildland fires. Most wildland fires are human caused, so areas with easy human access to land with the appropriate fire parameters generally result in an increased risk of fire.

The California Department of Forestry has designated the southwestern edge of the city as having a high wildland fire potential. This is predominately a result of the hills and grassland habitat that persists. The identified high wildland fire potential area in and around Tracy does not include the project site. Since the project site is not located within a designated wildfire hazard area, this is a **less-than-significant impact**.

X. HYDROLOGY AND WATER QUALITY -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
(i) result in substantial erosion or siltation on- or off-site;			X	
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			X	
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems to provide substantial additional sources of polluted runoff; or			X	
(iv) impede or redirect flood flows?			X	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Wastewater generated by the proposed project would be conveyed to the Tracy Wastewater Treatment Plan (WWTP) for treatment and disposal. The City’s wastewater collection system consists of gravity sewer lines, pump stations and the WWTP. Wastewater flows toward the northern part of the city where it is treated at the WWTP and then discharged into the Old River in the southern Sacramento-San Joaquin Delta. The project’s potential to violate a water quality standard or waste discharge requirement is related to the treatment of wastewater generated by the project, and the quality of stormwater runoff generated at the project site. These two issues are addressed below.

In 2008 the City expanded its wastewater treatment capacity to 10.8 million gallons per day (mgd). The City’s Wastewater Treatment Plant (WWTP) currently treats approximately 9.0 mgd

of wastewater. The City's WWTP provides secondary-level treatment of wastewater followed by disinfection. Treated effluent from the WWTP is conveyed to a submerged diffuser for discharge into the Old River. The WWTP has an NPDES permit for discharge into the Old River from the State Regional Water Quality Control Board.

In order to estimate the wastewater generation for the project, a wastewater flow factor of 750 gallons per acre (gpd) per day of wastewater was used. This flow factor is provided in the City's 2023 Wastewater Master Plan (Table 4.5). Based on this generation factor, it is estimated that the proposed project would generate up to 2,925 gpd, or 0.003 mgd of wastewater. The addition of 0.003 mgd of wastewater would not exceed the treatment capacity of the City's WWTP or violate waste discharge requirements under the City's National Pollutant Discharge Elimination System (NPDES) permit. Additionally, a wastewater analysis for the proposed project would be required to demonstrate that there is sufficient capacity in the existing nearby wastewater gravity sewer lines and pump stations to accommodate the proposed project. As such, the project would not cause, or contribute to, a violation of wastewater quality standards or waste discharge requirements.

In order to ensure that stormwater runoff from the project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, the City requires the application of BMPs to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of the project. Additionally, projects are required to prepare a Stormwater Pollution Prevention Plan (SWPPP). The final storm drainage infrastructure plan for the project would also be submitted to the City for review and approval.

The collection of fees and determined fair share fee amounts are adopted by the City as Conditions of Approval (COAs) for all new development projects prior to project approval. The payment of applicable development impact fees by the proposed project would ensure that the project pays its fair-share of capital improvement fees towards future system expansions, as identified in the Tracy Wastewater Master Plan. Additionally, through compliance with the NPDES permit requirements, and compliance with the SWPPP, the proposed project would not result in a violation of any water quality standards or waste discharge requirements. Therefore, through compliance with the NPDES, the SWPPP required by Project Requirement 10, and the final storm drainage infrastructure plan required by Project Requirement 11, impacts are considered **less than significant**.

Project Requirement(s)

Project Requirement 10: *The project applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that includes specific types and sources of stormwater pollutants, determine the location and nature of potential impacts, and specify appropriate control measures to eliminate any potentially significant impacts on receiving water quality from stormwater runoff. The SWPPP shall require treatment BMPs that incorporate, at a minimum, the required hydraulic sizing design criteria for volume and flow to treat projected stormwater runoff. The SWPPP shall comply with the most current standards established by the Central Valley RWQCB. Best Management Practices shall be selected from the City's Manual of Stormwater Quality Control Standards for New Development*

and Redevelopment according to site requirements and shall be subject to approval by the City Engineer and Central Valley RWQCB.

Project Requirement 11: *Prior to approval of the Final Map, the project applicant shall submit a detailed storm drainage infrastructure plan to the City of Tracy Community and Economic Development Department for review and approval. The project's storm drainage infrastructure plans shall, to the satisfaction of the City Engineer, demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City's existing stormwater conveyance system, and demonstrate that the project would not result in on- or off-site flooding impacts. The project shall also pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the City of Tracy Citywide Storm Drainage Master Plan.*

Response b): Less than Significant. The proposed project would not result in the construction of new groundwater wells, nor would it increase existing levels of groundwater pumping. The proposed project would be served by the City's municipal water system. The City of Tracy uses several water sources, including the US Bureau of Reclamation, the South County Water Supply Project (SCWSP), and groundwater.

The City's existing Groundwater Management Policy prohibits groundwater extraction to exceed 9,000 AF (the determined safe yield). The General Plan contains policies to address groundwater use and conservation that will assist in avoiding impacts to groundwater sources. The City will use surface water supplies to the greatest extent feasible to reduce reliance on groundwater (Objective PF-6.1, P3) and to reserve groundwater supplies for emergency use, such as droughts or short-term shortages (Objective PF-6.4, P1). As a result of adopted City policies and General Plan policies, a less-than-significant groundwater impact was determined by the General Plan EIR. The proposed project is consistent with land use designation and density analyzed under the General Plan EIR. Thus, the proposed project potential for groundwater depletion is consistent with the General Plan EIR finding of less than significant.

Groundwater recharge occurs primarily through percolation of surface waters through the soil and into the groundwater basin. The addition of significant areas of impervious surfaces (such as roads, parking lots, buildings, etc.) can interfere with this natural groundwater recharge process. Upon full project buildout, portions of the project site would be covered in impervious surfaces, which would limit the potential for groundwater percolation to occur on the project site. However, given the relatively large size of the groundwater basin in the Tracy area, the areas of impervious surfaces added as a result of project implementation will not adversely affect the recharge capabilities of the local groundwater basin. Additionally, the project would maintain pervious surfaces within the on-site landscaping and retention basins. These pervious areas could maintain opportunities for groundwater recharge.

Because the City has adequate existing water service capacity to serve the project, and the limited scope of impervious surface coverage (when compared to the larger groundwater basin), the proposed project would result in **less-than-significant impacts** related to depletion of groundwater supplies and interference with groundwater recharge.

Response c): Less than Significant. When land is in a natural or undeveloped condition, soils, mulch, vegetation, and plant roots absorb rainwater. This absorption process is called infiltration or percolation. Much of the rainwater that falls on natural or undeveloped land slowly infiltrates the soil and is stored either temporarily or permanently in underground layers of soil. When the soil becomes completely soaked or saturated with water or the rate of rainfall exceeds the infiltration capacity of the soil, the rainwater begins to flow on the surface of land to low lying areas, ditches, channels, streams, and rivers. Rainwater that flows off of a site is defined as storm water runoff. When a site is in a natural condition or is undeveloped, a larger percentage of rainwater infiltrates into the soil and a smaller percentage of flows off the site as storm water runoff.

The infiltration and runoff process is altered when a site is developed with urban uses. Houses, buildings, roads, and parking lots introduce asphalt, concrete, and roofing materials to the landscape. These materials are relatively impervious, which means that they absorb less rainwater. As impervious surfaces are added to the ground conditions, the natural infiltration process is reduced. As a result, the volume and rate of storm water runoff increase. The increased volumes and rates of storm water runoff may result in flooding if adequate storm drainage facilities are not provided.

There are no rivers, streams, or water courses located on or immediately adjacent to the project site. As such, there is no potential for the project to alter a water course, which could lead to on or offsite flooding. Drainage improvements associated with the project site would be located on the project site, and the project would not alter or adversely impact offsite drainage facilities.

Development of the project site would place impervious surfaces on portions of the 3.9-acre project site. Development of the project site would potentially increase local runoff production, and would introduce constituents into storm water that are typically associated with urban runoff. These constituents include heavy metals (such as lead, zinc, and copper) and petroleum hydrocarbons. BMPs will be applied to the proposed site development to limit the concentrations of these constituents in any site runoff that is discharged into downstream facilities to acceptable levels. Stormwater flows from the project site would be directed to the two proposed retention basins by a new stormwater conveyance system.

In order to ensure that stormwater runoff from the project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, Project Requirement 10 requires the preparation of a SWPPP. As described previously, the SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of the project.

Additionally, the project is subject to the requirements of Chapter 11.34 of the Tracy Municipal Code – Stormwater Management and Discharge Control. The purpose of this Chapter is to “Protect and promote the health, safety and general welfare of the citizens of the City by controlling non-stormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from spills, dumping, or disposal of materials

other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable.”

This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 USC Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and National Pollutant Discharge Elimination System (“NPDES”) Permit No. CAS000004, as such permit is amended and/or renewed.

New development projects in the City of Tracy are required to provide site-specific storm drainage solutions and improvements that are consistent with the overall storm drainage infrastructure approach presented in the City of Tracy Citywide Storm Drainage Master Plan. The project applicant is required to submit a detailed storm drainage infrastructure plan to the City of Tracy Community and Economic Development Department for review and approval. The project’s storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within the on-site retention facilities to the City’s existing stormwater conveyance system and demonstrate that the project would not result in on- or off-site flooding impacts.

The project is also required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the City of Tracy Citywide Storm Drainage Master Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The payment of applicable development impact fees by the proposed project would ensure that the project pays its fair-share of capital improvement fees towards future system expansions, as identified in the Citywide Storm Drainage Master Plan.

In order to ensure that stormwater runoff from the project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, or otherwise degrade water quality, Project Requirement 10 requires the preparation of a SWPPP, and structural BMPs. As described above, the SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site, which would ensure that stormwater runoff does not adversely increase pollutant levels, and would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction and operational phases of the project. The implementation of this requirement would reduce this impact to a less than significant level.

Ultimately, in order to ensure that stormwater runoff generated at the project site as a result of new impervious surfaces does not exceed the capacity of the existing or planned stormwater drainage system, Project Requirement 11 above requires the project applicant to submit a detailed storm drainage infrastructure plan to the City of Tracy Community and Economic Development Department for review and approval. The project’s storm drainage infrastructure plans shall, to the satisfaction of the City Engineer, demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite

retention/detention facilities to the City's existing stormwater conveyance system, and demonstrate that the project would not result in on- or off-site flooding impacts. The implementation of this requirement would reduce this impact to a less than significant level.

Through the payment of all applicable fees, and the implementation of Project Requirements 10 and 11, would ensure that this impact is **less than significant**.

Response d): Less than Significant. The 100-year floodplain denotes an area that has a one percent chance of being inundated during any particular 12-month period.

Floodplain zones are determined by the Federal Emergency Management Agency (FEMA) and used to create Flood Insurance Rate Maps (FIRMs). These tools assist cities in mitigating flooding hazards through land use planning. FEMA also outlines specific regulations for any construction, whether residential, commercial, or industrial within 100-year floodplains.

The project site is located within a dam inundation risk area for the Don Pedro Dam. **Figure 6** shows a dam failure inundation map, in comparison to the project site. As shown, the northern portion of the City of Tracy, including the project site, is within this dam inundation risk area.

The safety of dams in California is stringently monitored by the California Department of Water Resources, Division of Safety of Dams (DSD). The DSD is responsible for inspecting and monitoring the dam in perpetuity. The proposed project would not result in actions that could result in a higher likelihood of dam failure. There will always be a remote chance of dam failure that results in flooding of portions of the city.

The proposed project is identified for commercial land uses in the Tracy General Plan. The proposed project is consistent with the overriding considerations that were adopted for the General Plan and the established mitigation measures under that Plan. As such, implementation of the proposed project would not create new impacts over and above those identified in the General Plan EIR, nor significantly change previously identified impacts, relating to dam inundation.

Additionally, there are no significant bodies of water near the project site that could result in the occurrence of a seiche or tsunami. Additionally, the project site and the surrounding areas are relatively flat, which precludes the possibility of mudflows occurring on the project site. This is a **less-than-significant impact**.

Response e): Less than Significant. The Water Quality Control Plan for the Sacramento River and San Joaquin River Basins and the Tracy Subbasin Groundwater Sustainability Plan are the two guiding documents for water quality and sustainable groundwater management in the project area.

Water Quality Control Plan for the Sacramento River and San Joaquin River Basins

The Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, includes a summary of beneficial water uses, water quality objectives needed to protect the identified beneficial uses, and implementation measures. The preparation and adoption of water quality

control plans (Basin Plans) is required by the California Water Code (Section 13240) and supported by the Federal Clean Water Act. Section 303 of the Clean Water Act requires states to adopt water quality standards which "consist of the designated uses of the navigable waters involved and the water quality criteria for such waters based upon such uses." The Basin Plan establishes water quality standards for all the ground and surface waters of the region. The term "water quality standards," as used in the Federal Clean Water Act, includes both the beneficial uses of specific water bodies and the levels of quality that must be met and maintained to protect those uses. The Basin Plan includes an implementation plan describing the actions by the RWQCB and others that are necessary to achieve and maintain the water quality standards.

In order to ensure that stormwater runoff from the project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, or otherwise degrade water quality, a SWPPP, and structural BMPs would be required. The SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site, which would ensure that stormwater runoff does not adversely increase pollutant levels, and would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction and operational phases of the project. Additionally, as described previously, the project will be required to submit a detailed storm drainage infrastructure plan that demonstrates the project incorporates site design measures, landscape features, and engineered treatment facilities (typically bioretention facilities) that will minimize imperviousness, retain or detain stormwater, slow runoff rates, and reduce pollutants in post-development runoff. Additionally, the project will be required to comply with Chapter 11.34 of the Tracy Municipal Code, Stormwater Management and Discharge Control, which outlines the City requirements for stormwater management and discharge control, including controlling non-stormwater discharges to the stormwater conveyance system, eliminating discharges to the stormwater conveyance system from spills, dumping or disposal of materials other than stormwater, and reducing pollutants in urban stormwater discharges to the maximum extent practicable.

Tracy Subbasin Groundwater Sustainability Plan

As noted previously, each of the GSAs voted to adopt the Final GSP. The City of Tracy City Council adopted the Final GSP at a public hearing held on November 16. The Final GSP was submitted to DWR ahead of the January 31, 2022 deadline. After the GSP is reviewed, the GSAs will submit annual reports to DWR and update the GSP every five years.

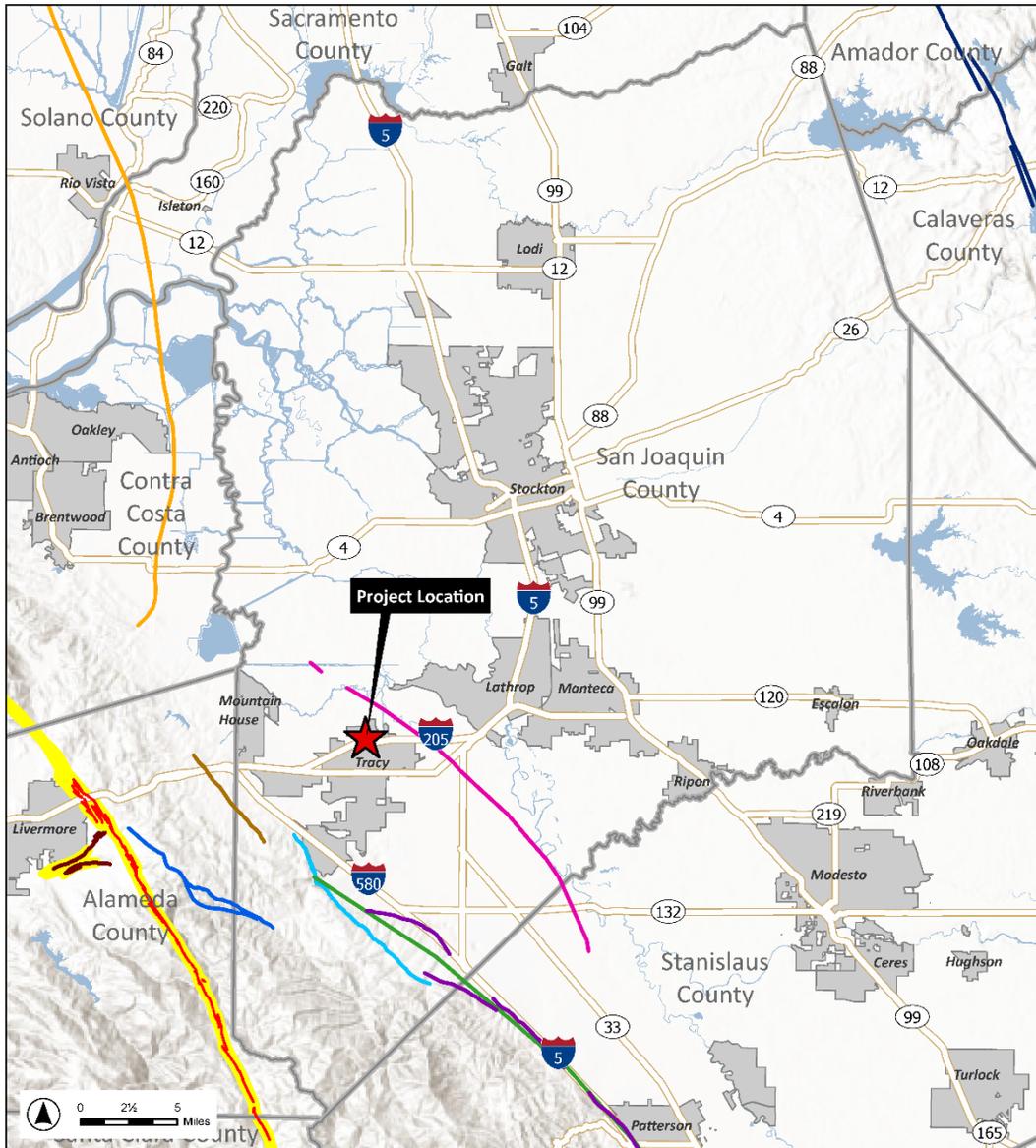
As discussed previously, upon full project buildout, portions of the project site would be covered in impervious surfaces, which would limit the potential for groundwater percolation to occur on the project site. However, given the relatively large size of the groundwater basin in the Tracy area, the areas of impervious surfaces added as a result of project implementation will not adversely affect the recharge capabilities of the local groundwater basin. Additionally, the project would maintain pervious surfaces within the on-site landscaping and retention basins. These pervious areas could maintain opportunities for groundwater recharge.

Additionally, Project Requirement 10 requires the preparation of a SWPPP, and structural BMPs. The SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site, which would ensure that stormwater runoff does not adversely increase pollutant levels, and would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction and operational phases of the project. Additionally, the project will be required to submit a stormwater control plan that demonstrates the project incorporates site design measures, landscape features, and engineered treatment facilities (typically bioretention facilities) that will minimize imperviousness, retain or detain stormwater, slow runoff rates, and reduce pollutants in post-development runoff. The project will be required to comply with Chapter 11.34 of the Tracy Municipal Code, Stormwater Management and Discharge Control, which outlines the City requirements for stormwater management and discharge control, including controlling non-stormwater discharges to the stormwater conveyance system, eliminating discharges to the stormwater conveyance system from spills, dumping or disposal of materials other than stormwater, and reducing pollutants in urban stormwater discharges to the maximum extent practicable.

Conclusion

Overall, implementation of the proposed project would have a **less-than-significant impact** related to conflicts with the Basin Plan and the Tracy Subbasin Groundwater Sustainability Plan.

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Legend

- ★ Project Location
- Incorporated Area
- County Boundary
- Alquist-Priolo Zone of Required Investigation
- Black Butte fault
- Corral Hollow-Carnegie fault zone
- Foothills fault system
- Great Valley thrust fault system
- Greenville fault zone
- Las Positas fault
- Midland fault zone
- Midway fault
- San Joaquin fault
- Vernalis fault

21323/21235 N. TRACY BOULEVARD
TRACY, CALIFORNIA

Figure 5.
Earthquake Fault Map

Sources: USGS Quaternary Faults Database; CGSAP Zones of Required Investigation; California State Geoportal; USGS Transportation Dataset. Map Date: August 27, 2024.

DE NOVO PLANNING GROUP
A LAND USE PLANNING, DESIGN, AND ENVIRONMENTAL FIRM

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XI. LAND USE AND PLANNING - WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): No Impact. The project site is located in a commercial area. The surrounding area adjacent to the project site includes commercial and low-density residential uses to east, north, and west of the project site. The project site and the surrounding uses are designated Commercial by the City’s General Plan. The project would be consistent and compatible with the surrounding land uses, and would not divide an established community. There is **no impact**.

Response b): Less than Significant. The City Tracy General Plan land use designation for the project site is Commercial (consistent with the proposed project). The Commercial land use designation allows for a relatively wide range of uses but focuses primarily on retail and consumer service activities that meet the needs of Tracy residents and employees as well as passthrough travelers. Office uses are also allowed. According to the City of Tracy General Plan Land Use Element,⁷ commercially designated land may have a maximum FAR of 1.0. Based on a FAR of 1.0, the proposed Project could potentially develop the project site with up to approximately 169,884 square feet of commercial uses.⁸

The proposed use and density on the project site is consistent with the General Plan designation of Commercial. The project’s consistency with other General Plan policies that provide environmental protections are addressed within the relevant sections of this document. This is a **less-than-significant impact**.

⁷ See page 2-24 of the City of Tracy General Plan Land Use Element. Available: <https://www.cityoftracy.org/home/showpublisheddocument/904/637451218786230000>

⁸ Based on the total acreage of the project site of 3.9 acres.

XII. MINERAL RESOURCES -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): No Impact. As described in the Tracy General Plan EIR, the main mineral resources found in San Joaquin County, and the Tracy Planning Area, are sand and gravel (aggregate), which are primarily used for construction materials like asphalt and concrete. According to the California Geological Survey (CGS) evaluation of the quality and quantity of these resources, the most marketable aggregate materials in San Joaquin County are found in three main areas:

- In the Corral Hollow alluvial fan deposits south of Tracy
- Along the channel and floodplain deposits of the Mokelumne River
- Along the San Joaquin River near Lathrop

Figure 4.8-1 of the General Plan EIR identifies Mineral Resource Zones (MRZs) throughout the Tracy Planning Area. The project site is located within an area designated as MRZ-1. The MRZ-1 designation applies to areas where adequate information indicates that no significant mineral deposits are present, or where there is little likelihood for their presence. There are not substantial aggregate materials located within the project site. Therefore, the project would not result in the loss of availability of a known mineral resource. There is **no impact**.

XIII. NOISE -- WOULD THE PROJECT RESULT IN:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Generation of a temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The proposed project is located in an area consisting predominately of commercial and rural residential land uses. Depending on the ultimate tenant of the proposed buildings, the commercial land uses would generate operational noise levels similar to those associated with common commercial land uses, such as retail and consumer service activities, and office uses. However, traffic generated by the proposed project has the potential to contribute to roadway noise levels in the vicinity of the project site and throughout other areas of the City. Increases in roadway noise associated with buildout of the Tracy General Plan were addressed in the 2010 General Plan Recirculated Supplemental Draft EIR. As described in this Draft EIR, vehicular traffic on existing roadways in Tracy would increase as development proceeds and the city’s population increases. Under buildout of the General Plan, which includes the proposed project site, noise levels would increase substantially (3 A-weighted decibels [dBA] day/night average sound level [L_{DN}] or greater) along major roadways throughout Tracy, including portions of I-205, I-580, Grant Line Road, Schulte Road, Valpico Road, Linne Road, Lammers Road, Corral Hollow Road, Tracy Boulevard, and MacArthur Drive. Other than Valpico Road and I-580, all significant increases would occur adjacent to existing noise sensitive areas.

Development of the site for commercial uses and the subsequent increase in vehicle roadway noise was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the increase in vehicle roadway noise resulting from adoption of the General Plan and EIR.

The Tracy General Plan Noise Element contains several policies that are intended to ensure that new development projects are not exposed to excessive noise levels. The General Plan Noise Element policies applicable to the proposed project are summarized below.

Objective N-1.1 Ensure appropriate exterior and interior noise levels for new land uses.Policies

P1. Noise sensitive land uses shall not be located in areas with noise levels that exceed those considered normally acceptable for each land use unless measures can be implemented to reduce noise to acceptable levels.

P2. Land uses shall require appropriate interior noise environments when located in areas adjacent to major noise generators.

P3. Recognizing that some new single-family residential uses may be located adjacent to non-residential uses, new single-family residential development shall not exceed 60 L_{DN} (day/night average noise level) for exterior noise in private use areas.

P4. New residential uses exposed to noise levels exceeding 60 L_{DN} shall be analyzed following protocols in the operative California Building Code or other operative code.

P5. For new residential land uses, noise from external sources shall not cause building interiors to exceed 45 L_{DN}.

P7. New residential development affected by noise from railroads or aircraft operations shall be designed to limit typical maximum instantaneous noise levels to 50 dBA in bedrooms and 55 dBA in other rooms.

P8. Measures to attenuate exterior and/or interior noise levels to acceptable levels shall be incorporated into all development projects. Acceptable, conditionally acceptable and unacceptable noise levels are presented in Figure 9-3.

Objective N-1.3 Consider noise issues in the Development Review process.Policies

P1. Development projects shall be evaluated for potential noise impacts and conflicts as part of the Development Review process.

P2. Significant noise impacts shall be mitigated as a condition of project approval.

P3. New development projects shall have an acoustical specialist prepare a noise analysis with recommendations for design mitigation if a noise-producing project is proposed near existing or planned noise-sensitive uses.

P4. Proposed noise sensitive projects within noise-impacted areas shall submit acoustical studies and provide necessary mitigation from noise.

P5. Site design techniques shall be considered as the primary means to minimize noise impacts as long as they do not conflict with the goals of the Community Character Element. Techniques include:

- Designing landscaped building setbacks to serve as a buffer between the noise source and receptor.
- Placing noise-tolerant land uses, such as parking lots, maintenance facilities, and utility areas between the noise source, such as highways and railroad tracks, and receptor.
- Orienting buildings to shield noise sensitive outdoor spaces from a noise source.
- Locating bedrooms or balconies on the sides of buildings facing away from noise sources.
- Utilizing noise barriers (e.g., fences, walls, or landscaped berms) to reduce adverse noise levels in noise-sensitive outdoor activity areas.

The proposed project would be subject to these General Plan policies. As described previously, development of the site for urban uses and the subsequent increase in operational noise was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the increase in vehicle roadway noise resulting from adoption of the General Plan and EIR.

The proposed project would not directly generate increased noise beyond those activities commonly found in commercial uses. The noise directly generated by the project would not differ from the existing ambient noises currently generated by the surrounding commercial and rural residential uses. The commercial component of the project is not anticipated to generate significant noise levels, given that activities would be limited to vehicle traffic, and the loading and unloading of materials.

However, the proposed project is expected to increase ambient noise levels in the project vicinity through the introduction of additional vehicle trips to area roadways, particularly along Tracy Boulevard and W. Larch Road. However, as described above, development of the site for commercial uses and the subsequent increase in vehicle roadway noise was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the increase in vehicle roadway noise resulting from adoption of the General Plan and EIR.

Additionally, construction activities at the project site would result in temporary increases in noise levels that could expose adjacent residences to increased noise levels and noise nuisances. Construction activities could create temporary noise levels of up to 90 dBA at distances of 50 feet. Because the project site is surrounded by existing residential neighborhoods, this temporary increase in construction noise is considered potentially significant.

Project Requirement 12 would place restrictions on the time of day that construction activities can occur, and includes additional techniques to reduce noise levels at adjacent residences during construction activities. The implementation of this requirement would reduce this temporary impact to a **less-than-significant** level.

Project Requirement(s)

Project Requirement 12: *The following requirements shall be implemented during all construction phases of the project:*

- a) *Construction activities (excluding activities that would result in a safety concern to the public or construction workers) shall be limited to between the hours of 7:00 a.m. and 7:00 p.m. Construction activities shall be prohibited on Sundays and federal holidays.*
- b) *Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations.*
- c) *Construction equipment staging areas shall be located at the furthest distance possible from nearby noise-sensitive land uses.*

Response b): Less than Significant. No major stationary sources of groundborne vibration were identified in the project area that would result in the long-term exposure of proposed onsite land uses to unacceptable levels of ground vibration. In addition, the proposed project would not involve the use of any major equipment or processes that would result in potentially significant levels of ground vibration that would exceed these standards at nearby existing land uses. However, construction activities associated with the proposed project would require the use of various tractors, trucks, and potentially jackhammers that could result in intermittent increases in groundborne vibration levels. The use of major groundborne vibration-generating construction equipment/processes (i.e., blasting, pile driving) is not anticipated to be required for construction of the proposed project.

Groundborne vibration levels commonly associated with construction equipment are summarized in Table 4. Based on the levels presented in Table 4, groundborne vibration generated by construction equipment would not be anticipated to exceed approximately 0.09 inches per second (in/sec) peak particle velocity (ppv) at 25 feet. Predicted vibration levels would not be anticipated to exceed recommended criteria for structural damage and human annoyance (0.2 and 0.1 in/sec ppv, respectively) at nearby land uses. As a result, short-term groundborne vibration impacts would be considered **less than significant** and no mitigation is required.

Table 4: Representative Vibration Source Levels for Construction Equipment

<i>EQUIPMENT</i>	<i>PEAK PARTICLE VELOCITY AT 25 FEET (IN/SEC)</i>
Large Bulldozers	0.089
Loaded Trucks	0.076
Jackhammer	0.035
Small Bulldozers	0.003

SOURCE: FTA 2006, CALTRANS 2004.

Response c): Less than Significant. The Tracy Municipal Airport is the closest airport to the project site, located approximately 4.8 miles to the south. The Airport is a general aviation airport owned by the City and managed by the Public Works Department. The City of Tracy adopted an Airport Master Plan in 1998, analyzing the impacts to safety on surrounding development from the Tracy Municipal Airport.

The San Joaquin County Airport Land Use Plan establishes noise contours surrounding the Tracy Municipal Airport. The project site is located outside of both the 65 dB Community Noise Equivalent Level (CNEL) and the 60 dB CNEL noise contours for the Tracy Municipal Airport, and the project site is outside of the Airport Influence Area (AIA). As such, the project site would not be exposed to excessive noise from the Tracy Municipal Airport. This is a **less-than-significant impact**.

XIV. POPULATION AND HOUSING -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The proposed project would not induce population growth directly, although the proposed project would expand employment opportunities. Regardless, the potential for the project to directly or indirectly induce population growth in the City of Tracy is not a significant impact in and of itself. Population growth can result in impacts to other environmental topics, such as traffic, service demands, etc. The employment growth that would occur as a result of approval and development of the proposed project was considered in the Tracy General Plan and General Plan EIR. The proposed project is consistent with the land use designation for the site that was addressed in the General Plan EIR, and the environmental effects of the employment growth generated by the project were considered in the analysis of buildout of the Tracy General Plan. Additionally, as described throughout this environmental document, the employment growth attributable to the proposed project would not result in any significant site-specific environmental impacts to other environmental topics that cannot be mitigated to a less-than-significant level. Therefore, this impact is **less than significant**, as demonstrated throughout this document.

Response b): Less than Significant. There are no residences located on the project site. As such, the project would not displace any residences. Moreover, the land uses proposed as part of the project were considered in the Tracy General Plan and General Plan EIR. The proposed project is consistent with the land use designation for the site that was addressed in the General Plan EIR, and the environmental effects of the displacement generated by the project was considered in the analysis of buildout of the Tracy General Plan. Therefore, the project would have a **less-than-significant impact**.

XV. PUBLIC SERVICES

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a):

i) Fire Protection and Emergency Medical Services: Less than Significant. The Tracy Fire Department, as a member agency of the South County Fire Authority, provides fire protection, life safety, and emergency response services to 167 square miles of the southern part of San Joaquin County. In 1999, the South County Fire Authority was established to more effectively and efficiently serve the City of Tracy, the Tracy Rural Fire Protection District (FPD), and the Mountain House Community Services District (CSD).

The Fire Authority currently operates seven fire stations and an administrative office. Twenty-four hour-a-day staffing is provided with five paramedic engine companies, two basic life support engine companies, and one ladder truck company. Three fire stations are within the incorporated area of the City of Tracy, three are in the surrounding rural Tracy area, and one is located in the planned Community of Mountain House.

Medical transport is provided by private ambulance. American Medical Response is the exclusive emergency ambulance service provider in San Joaquin County.

The Tracy Fire Department conducted a Standards of Response Coverage study in late 2007. Findings of the study indicated that the Department had challenges in meeting its established response time objectives in the areas of the West Valley Mall and Downtown Tracy utilizing existing resources. Two new facilities were opened August 5, 2014, to replace Fire Stations 92 and 96. The new facilities allow the fire department to serve the greater community of Tracy more effectively within the established response time standard of 6.5 minutes.

Since November 2008, the Fire Department has expanded its provision of Advanced Life Support Services to all of its fire stations. Emergency medical services in Tracy and the surrounding areas

are reported to be good, as Tracy is one of only three fire departments in San Joaquin County that provide Advanced Life Support services.

Recognizing the potential need for increases in fire protection and emergency medical services, the City's General Plan includes policies to ensure that adequate related facilities are funded and provided to meet future growth (Objective PF-1.1, P1). This policy will be implemented through the review of all new projects within the City, prior to development, and through the collection of development impact fees for the funding of facilities.

Implementation of the proposed project would not adversely impact existing fire and emergency services within the city and would not require the construction of new fire protection facilities. Impact fees from new development are collected based upon projected impacts from each development. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by the project applicant as COAs prior to project approval, and ongoing revenues that would come from property taxes, sales taxes, and other revenues generated by the project, would fund capital and labor costs associated with fire protection services.

In order to provide adequate fire protection and suppression services to the project site, the Tracy Fire Department must have access to adequate onsite hydrants with adequate fire-flow pressure available to meet the needs of fire suppression units. The final site plans and development specifications developed for the proposed project will indicate the location and design specifications of the fire hydrants that will be required within the project site. Therefore, this is considered a **less-than-significant impact**.

ii) Police Protection: Less than Significant. The Tracy Police Department provides police protection services to the City of Tracy. Its headquarters are located at 1000 Civic Center Drive, approximately 2.0 miles southeast of the project site. There are no satellite offices or plans to construct any in the near future.

The Department divides calls into three categories, Priority 1, 2, and 3 calls. Priority 1 calls are defined as life threatening situations. Priority 2 calls are not life threatening, but require immediate response. Priority 3 calls cover all other calls received by the police. Average response time for Priority 1 calls within City limits is approximately six to eight minutes. Response time for Priority 2 and 3 calls is, on average, 22 minutes.

The Tracy Police Department provides mutual aid to the San Joaquin County Sheriff's office, and vice versa, when a situation exceeds the capabilities of either department. Mutual aid is coordinated through the San Joaquin County Sheriff.

Impact fees from new developments are collected based upon projected impacts from each development by the City as COAs prior to project approval. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by the project applicant, and ongoing revenues that would come from property taxes, and other revenues generated by the project, would fund capital and labor costs associated with police services.

It is not anticipated that implementation of the proposed project would result in significant new demand for police services. Project implementation would not require the construction of new police facilities to serve the project site, nor would it result in impacts to the existing response times and existing police protection service levels. Furthermore, the City's General Plan ensures the City maintains adequate police staffing, performance levels and facilities to serve Tracy's existing population as well as any future growth (Goal PF-2, policy P.1). Therefore, this is considered a **less-than-significant impact**.

iii) Schools: Less than Significant. Implementation of the proposed project would result in modest employment growth within the City of Tracy, which may increase enrollment at schools within the Tracy Unified School District incrementally. The Tracy Unified School District collects impact fees from new developments under the provisions of SB 50. Payment of the applicable impact fees by the project applicant, and ongoing revenues that would come from taxes, would fund capital and labor costs associated with school services. The adequacy of fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by the project applicant, and ongoing revenues that would come from property taxes, sales taxes, and other revenues generated by the project, would fund improvements associated with school services and would ensure that project impacts to school services are **less than significant**.

iv) Parks: Potential project impacts to parks and recreational facilities are addressed in Section XVI, Recreation, of this document.

v) Other Public Facilities: Less than Significant. Other public facilities in the City of Tracy include libraries, hospitals, and cultural centers such as museums and music halls. The proposed project may increase demand on these facilities in a limited capacity. The City of Tracy General Plan requires new development to pay its fair share of the costs of public buildings by collecting the Public Buildings Impact Fee. The Public Buildings Impact fee is used by the City to expand public services and maintain public buildings, including the Civic Center and libraries in order to meet the increased demand generated by new development. Payment of the applicable impact fees by the project applicant, as COAs prior to project approval, and ongoing revenues that would come from taxes, would ensure that project impacts to libraries and public buildings are **less than significant**.

XVI. RECREATION

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. The proposed project would not increase demand for parks and recreational facilities within the City of Tracy and would not increase the use of the City’s existing parks and recreation system. The City of Tracy requires the payment of the project’s fair share in-lieu parks fees, as required by the City’s General Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. Fees paid aid in the development of new park-space and maintenance as required, to ensure continued high quality park facilities for all City residents. As such, this is a **less-than-significant impact**.

XVII. TRANSPORTATION -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X	
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The project would not conflict with any existing plans or policies related to alternative transportation. The payment of fair-share traffic impact fees would provide funding for implementation of the Transportation Master Plan, which includes bicycle, pedestrian, and alternative transportation improvements throughout the city.

Development of the proposed project would add vehicle trips to the City’s roadway network. In order to identify roadway facility and intersection improvements needed to accommodate the traffic generated by buildout of the City’s General Plan, the City of Tracy prepared and adopted the 2012 Citywide Roadway and Transportation Master Plan (Transportation Master Plan). The Transportation Master Plan identifies a range of roadway and intersection improvements to be implemented over the next several years in order to maintain acceptable levels of service on City streets. The proposed project is consistent with the General Plan land use designation for the site and is consistent with the assumed density level for development of the site. The generation of vehicle traffic associated with the proposed project was considered during preparation of the Transportation Master Plan. The Transportation Master Plan identifies the roadway and intersection improvements needed in order to maintain acceptable levels of service throughout the city.

The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The payment of applicable traffic impact fees by the proposed project would ensure that the project pays its fair-share of capital improvement fees towards the future transportation system improvements and expansions, as identified in the Transportation Master Plan. The payment of these fair-share traffic impact fees would assist the City of Tracy with implementation of the various improvements identified in the Transportation Master Plan, in order to maintain acceptable levels of service throughout the city.

The proposed project would not induce any additional required improvements. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new

development projects prior to project approval. The payment of the required traffic impact fees to the City of Tracy would reduce project-related traffic impacts to a **less than significant** level.

Response b): Less than Significant. As noted previously, the Tracy General Plan land use designation for the project site is Commercial (consistent with the proposed project). An EIR for the City's General Plan was prepared previously, and the proposed project is consistent with the uses assumed for the project site in both documents. The project would not increase transportation-related impacts beyond which were previously analyzed in both the General Plan EIR.

Additionally, the project would be required to implement Travel Demand Management (TDM) measures pursuant to the Citywide Roadway & Transportation Master Plan regulations. This impact would be **less than significant**.

Response c): Less than Significant. Implementation of the proposed project would not result in a geometric design feature that is inconsistent with applicable design standards for the City of Tracy. The project would not result in a significant change to the vehicle mix or speed of traffic that is not compatible with the design of existing or planned facility design.

The project does not propose any new roadways or transportation facilities that would be inconsistent with applicable design standards for the City of Tracy. The project proposes an increased land use density, which would result in increased travel activity, including vehicle (cars and trucks), bicycle, pedestrian, and potentially transit trips. In order to provide access to and from the project site, the accesses the project site would be designed to serve automobiles, bicyclists, pedestrians, and Surface Transportation Assistance Act (STAA) vehicles. The project design would also be subject to the City's Engineering Design & Construction Standards, which includes a section for Street Design Standards. These project-generated trips would be served by existing and planned facilities that are constructed to applicable design standards to serve these travel modes. Therefore, the proposed project would not result in a change to the vehicle mix or speed of traffic that is not compatible with the design of existing or planned roadways and transportation facilities. This impact would be **less than significant**.

Response d): Less than Significant. Implementation of the proposed project would not create roadway and transportation facilities that impede access for emergency response vehicles. The proposed site accessways, improvements to nearby roadways, and internal transportation network is designed to maintain levels of accessibility for police and fire response times, which ensures vehicles have the necessary access when responding to an emergency.

Several emergency (police and fire) services are located near to the project site. The internal circulation is designed to meet City code for emergency vehicle access and would maintain high levels of emergency vehicle accessibility and mobility, which ensures vehicles have the necessary access when responding to an emergency. Emergency vehicles would have unimpeded access to the project site. Therefore, this is considered a **less-than-significant impact**.

XVIII. TRIBAL CULTURAL RESOURCES

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?			X	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a-b): There is a potential for the discovery of prehistoric, ethnohistoric, or historic archaeological sites that may meet the definition of Tribal Cultural Resources (TCRs). Although no TCRs have been documented on the project site, the project is in a region where significant cultural resources have been recorded and there remains a potential that undocumented archaeological resources that may meet the TCR definition could be unearthed or otherwise discovered during ground-disturbing and construction activities. Examples of significant archaeological discoveries that may meet the TCR definition would include villages and cemeteries. Due to the possible presence of undocumented TCRs within the project site, construction-related impacts on tribal cultural resources may occur.

Project Requirement 7 in Section V, Cultural Resources, would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including human remains. Implementation of this requirement would reduce this impact to a **less than significant** level.

XIX. UTILITIES AND SERVICE SYSTEMS -- WOULD THE PROJECT:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?			X	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reductions goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), c): Less than Significant.

Wastewater

Wastewater generated by the proposed project would be conveyed to the Tracy Wastewater Treatment Plan (WWTP) for treatment and disposal. The City’s wastewater collection system consists of gravity sewer lines, pump stations and the WWTP. Wastewater flows toward the northern part of the city where it is treated at the WWTP and then discharged into the Old River in the southern Sacramento-San Joaquin Delta.

The City’s WWTP provides secondary-level treatment of wastewater followed by disinfection. Treated effluent from the WWTP is conveyed to a submerged diffuser for discharge into the Old River. The WWTP has an NPDES permit for discharge into the Old River from the State Regional Water Quality Control Board. The City of Tracy expanded the treatment capacity to 10.8 mgd in 2008.

The Tracy General Plan EIR determined that no significant wastewater-related impacts were identified as a result of buildout of the General Plan. Because the project is consistent with the intended uses allowed under the General Plan no impacts beyond those identified should result from implementation of the proposed project.

In 2008 the City expanded its wastewater treatment capacity to 10.8 mgd. The City's WWTP currently treats approximately 9.0 mgd of wastewater. The City's WWTP provides secondary-level treatment of wastewater followed by disinfection. Treated effluent from the WWTP is conveyed to a submerged diffuser for discharge into the Old River. The WWTP has an NPDES permit for discharge into the Old River from the State Regional Water Quality Control Board.

As noted previously, it is estimated that the proposed project would generate up to 2,925 gpd, or 0.003 mgd of wastewater. The addition of 0.003 mgd of wastewater would not exceed the treatment capacity of the City's WWTP or violate waste discharge requirements under the City's NPDES permit. Additionally, a wastewater analysis for the proposed project would be required to demonstrate that there is sufficient capacity in the existing nearby wastewater gravity sewer lines and pump stations to accommodate the proposed project. As such, the project would not cause, or contribute to, a violation of wastewater quality standards or waste discharge requirements.

The City has adequate capacity to serve the project's projected demand for wastewater treatment services in addition to its existing commitments, and no improvements or expansions to the existing WWTP are required to serve the proposed project. The addition of project-generated wastewater would not result in any PDES/RWQCB violations related to effluent treatment or discharge. Implementation of the proposed project would have a **less-than-significant impact**.

Stormwater

Development of the project site would place impervious surfaces on the majority of the 3.9-acre project site. Development of the project site would potentially increase local runoff production and would introduce constituents into storm water that are typically associated with urban runoff. These constituents include heavy metals (such as lead, zinc, and copper) and petroleum hydrocarbons. BMPs will be applied to the proposed site development to limit the concentrations of these constituents in any site runoff that is discharged into downstream facilities to acceptable levels.

Permanent onsite storm drainage would be installed to serve the proposed project. The potential environmental impacts of construction of the onsite storm drainage system are addressed throughout this Initial Study, given that all improvements would occur onsite, within the area proposed for disturbance. As described above under the Hydrology and Water Quality Section, new development projects in the City of Tracy are required to provide site-specific storm drainage solutions and improvements that are consistent with the overall storm drainage infrastructure approach presented in the City of Tracy Citywide Storm Drainage Master Plan.

Prior to approval of the Final Map, the project applicant is required to submit a detailed storm drainage infrastructure plan to the City of Tracy Community and Economic Development Department for review and approval (Project Requirement 11). The project's storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City's existing stormwater conveyance system, and demonstrate that the project would not result in on- or off-site flooding impacts.

The project is also required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the 2012 City of Tracy Citywide Storm Drainage Master Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service.

The development of an onsite storm drainage system that is approved by the City engineer (Project Requirement 11), the payment of all applicable fees, and the implementation of a SWPPP that includes specific types and sources of stormwater pollutants, determines the location and nature of potential impacts, and specifies appropriate control measures to eliminate any potentially significant impacts on receiving water quality from stormwater runoff (as required under Project Requirement 10), ensure that impacts to storm water drainage facilities are **less than significant**.

Response b): Less than Significant. Potable water for the proposed project would be supplied from the City's municipal water system. The project site would receive potable water via a connection to existing water mains located along nearby roadways. The proposed project's water demand was included in the demand calculations for the Citywide Water System Master Plan.

According to the City's Water and Recycled Water Impact Fee Nexus Study, the unit water demand factor for commercial land uses is 1,635 gpd/acre. Using this factor and the site acreage (3.9 acres), the proposed project is expected to require an annual potable water demand of 6,377 gpd.

The City of Tracy obtains water from both surface water and groundwater sources. The amount of water that Tracy uses from each of its water supply sources to make up its total water use varies from year to year based on contractual agreements, annual precipitation, and City policies about how to expand, utilize, and manage its water resources. As described in the 2020 City of Tracy Urban Water Management Plan, Tracy's maximum annual water supply amounts to over 40,168 afy from its various supply sources.

In recent years, demand for potable water in the City of Tracy has been trending downward. The total 2015 water demand in the city was 14,041 afy. The additional water demand (6,377 gpd, or 7 afy) of the proposed project would not exceed the City's available water supply. The City's water treatment and conveyance infrastructure is adequate to serve existing demand, in addition to the demand created by the proposed project. Therefore, this is a **less-than-significant impact**.

Responses d), e): Less than Significant. The City of Tracy has an exclusive franchise agreement with Tracy Disposal Service for solid waste collection and disposal and recycling collection. Solid waste is collected and taken to the 40-acre Tracy Material Recovery Facility (MRF) and Transfer Station on South MacArthur Drive before being sent to the Foothill Sanitary landfill, 48 miles northeast of Tracy, off of Shelton Road east of Linden, California. The MRF is operated by Tracy Material Recovery and Solid Waste Transfer, Inc., and has capacity of approximately 1,000 tons per day, but averages approximately 350 tons per day, of which 85 percent is generated in Tracy.

Approximately 175,000 tons of solid waste is generated in Tracy each year, of which approximately 27 percent is residential garbage.

The approximately 800-acre Foothill landfill, owned by San Joaquin County, is the primary disposal facility accepting the City's solid waste. The Foothill landfill receives approximately 810 tons per day. The landfill is permitted to accept up to 1,500 tons per day, and has a permitted capacity of 138 million cubic yards, of which approximately 125 million cubic yards of capacity remains. It is estimated that the Foothill landfill will have the capacity to accept solid waste from the City of Tracy until 2054.

The proposed project would not generate significant volumes of solid waste, beyond levels normally found in commercial developments. Using CalRecycle's commercial use solid waste generation rate of 5 pounds per 1,000 sf per day, the project is expected to produce approximately 849 pounds per day. The addition of the solid waste generated by the project would not exceed the capacity of the local landfills.

As described above, there is adequate landfill capacity to serve the proposed project, and the project will comply with all applicable statutes and regulations related to solid waste. This is a **less-than-significant impact**.

XX. WILDFIRE

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

EXISTING SETTING

The California Department of Forestry and Fire Protection (Cal Fire) has designated the southern portion of the City along Interstate 580 as a Local Responsibility Area (LRA), which is within the High Fire Hazard Severity Zone (HFHSZ). This rating does not extend to the project site. The project site is also not in or near land classified as a Very High Fire Hazard Severity Zone (VHFHSZ). Additionally, the proposed project is not located within a State Responsibility Area (SRA). Although this CEQA topic only applies to areas within an SRA or VHFHSZ, out of an abundance of caution, these checklist questions are analyzed below.

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The project site would connect to an existing network of City streets. The nearest fire station, Tracy Fire Station 92, is located approximately 0.48 miles to the west of the project site. The appropriate turning radiuses have been planned to accommodate fire trucks on-site. The proposed circulation improvements would allow for greater emergency access relative to existing conditions. Moreover, the proposed project would require building construction to meet the fire code requirements, and would have fire hydrants consistent with the standards of the City; such fire hydrants would assist with fire suppression efforts if a fire was to occur on or near the project site. Therefore, impacts from project implementation would be considered **less than significant** relative to adopted emergency response plans or evacuation plans.

Response b): Less than Significant. The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point. The project site is located in an area that is predominately commercial, which is not considered at a significant risk of wildfire. There are no steep slopes on or near the project site. Development of the project would not exacerbate fire risks. Therefore, impacts from project implementation would be considered **less than significant** relative to the spread of wildfire.

Response c): Less than Significant. The project includes development of infrastructure (water, sewer, and storm drainage) to serve the proposed commercial use. The project does not include the construction of fuel breaks, emergency water sources, or power lines. As noted above, the proposed project would require fire hydrants consistent with the standards of the City, and such fire hydrants would assist with fire suppression efforts if a fire was to occur. The proposed infrastructure improvements would allow for decreased fire risk relative to existing conditions. Therefore, impacts from project implementation would be considered **less than significant** relative to infrastructure that may exacerbate fire risk.

Response d): Less than Significant. The proposed project would require the installation of storm drainage infrastructure to ensure that storm waters properly drain from the project site and does not result in downstream flooding or major drainage changes. The storm drainage plan would be designed and engineered to ensure proper construction of storm drainage infrastructure to control runoff and prevent flooding, erosion, and sedimentation.

Landslides include rockfalls, deep slope failure, and shallow slope failure. Factors such as the geological conditions, drainage, slope, vegetation, and others directly affect the potential for landslides. The project site is relatively flat. The project would also be required to comply with the provisions of the California Building Standard's Code, which requires development projects to perform geotechnical investigations in accordance with State law, which include general engineering characteristics of the subsurface conditions within the project site and potential mitigation strategies to address any geotechnical concerns or potential hazards (such as slope failure). Therefore, the potential for a landslide (including rockfalls, deep slope failure, and shallow slope failure) on the project site is low.

Overall, impacts from project implementation would be considered **less than significant** relative to risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. As described throughout the analysis above, the proposed project would not result in any significant impacts that would substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal to the environment.

All potentially significant impacts related to plant and animal species would be reduced to a less-than-significant level through the application of uniformly applied development policies and/or standards. The proposed project is required to implement a range of standard and uniformly applied development policies and standards, most of which are identified in the Tracy General Plan or various infrastructure master plans, which would reduce any potentially significant impacts to a less than significant level. The cumulative impacts associated with development of the project were considered, analyzed and disclosed in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for all significant impacts associated with buildout of the Tracy General Plan. The project would not result in any cumulative impacts that were not contemplated in the General Plan EIR. The project would not result in any peculiar site-specific impacts, impacts to biological resources or impacts to cultural and/or historical resources.

The proposed project would implement requirements aimed at reducing stormwater pollutants and runoff, as well as through compliance of various state, regional and local standards. Specifically related to ensuring the continued sustainability of biological resources through

adaptive management, Project Requirement 6 ensures the project proponent seeks coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Through the application of uniformly applied development policies and/or standards, the project would not result in any cumulative impacts related to biological resources. Therefore, these are **less-than-significant impacts**.

Response b): Less than Significant. The General Plan EIR assumed full development and buildout of the project site, consistent with the use and density proposed by the project. The cumulative impacts associated with buildout of the City of Tracy General Plan, including the project site, were fully addressed in the General Plan EIR. Additionally, as described throughout the analysis above, the proposed project would not result in any significant individual or cumulative impacts that would not be reduced to less than significant levels through the application of uniformly applied development policies and/or standards. Therefore, this is considered a **less-than-significant impact**.

Response c): Less than Significant. As described throughout the analysis above, the proposed project would not result in any significant impacts that would have environmental effects which will cause substantial adverse effects on humans. The analysis in the relevant sections above provides the application of uniformly applied development policies and/or standards reduce any potentially significant impacts on humans to less than significant levels. A variety of requirements including those related to aesthetics and light and glare, GHG and air quality, cultural resources, hazardous materials, seismic hazards, water pollution and water quality, and noise, ensure any adverse effects on humans are reduce to an acceptable standard. Therefore, this is considered a **less-than-significant impact**.

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21323/21235 N. TRACY BOULEVARD PROJECT Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	21323/21235 N. TRACY BOULEVARD PROJECT
Construction Start Date	1/1/2026
Operational Year	2027
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.40
Precipitation (days)	6.60
Location	21323 N Tracy Blvd, Tracy, CA 95304, USA
County	San Joaquin
City	Unincorporated
Air District	San Joaquin Valley APCD
Air Basin	San Joaquin Valley
TAZ	2139
EDFZ	4
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.30

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Medical Office Building	170	1000sqft	3.90	169,884	0.00	0.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.31	10.9	15.9	0.03	0.39	0.67	1.06	0.36	0.17	0.53	—	3,664	3,664	0.12	0.15	3.59	3,716
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	43.9	29.2	29.5	0.05	1.24	7.81	9.06	1.14	3.97	5.12	—	5,441	5,441	0.22	0.16	0.09	5,461
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.22	7.52	10.3	0.02	0.27	0.58	0.85	0.25	0.19	0.44	—	2,386	2,386	0.08	0.10	0.97	2,418
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.40	1.37	1.88	< 0.005	0.05	0.11	0.16	0.05	0.03	0.08	—	395	395	0.01	0.02	0.16	400

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	1.31	10.9	15.9	0.03	0.39	0.67	1.06	0.36	0.17	0.53	—	3,664	3,664	0.12	0.15	3.59	3,716

Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	3.21	29.2	29.5	0.05	1.24	7.81	9.06	1.14	3.97	5.12	—	5,441	5,441	0.22	0.16	0.09	5,461
2027	43.9	10.5	15.2	0.03	0.35	0.67	1.02	0.32	0.17	0.49	—	3,594	3,594	0.12	0.16	0.08	3,643
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.88	7.52	10.3	0.02	0.27	0.58	0.85	0.25	0.19	0.44	—	2,386	2,386	0.08	0.10	0.97	2,418
2027	2.22	0.49	0.75	< 0.005	0.02	0.02	0.04	0.02	0.01	0.02	—	135	135	< 0.005	< 0.005	0.04	136
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.16	1.37	1.88	< 0.005	0.05	0.11	0.16	0.05	0.03	0.08	—	395	395	0.01	0.02	0.16	400
2027	0.40	0.09	0.14	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	22.4	22.4	< 0.005	< 0.005	0.01	22.6

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	28.2	22.7	211	0.50	0.50	41.9	42.4	0.48	10.7	11.1	1,030	53,655	54,685	105	2.33	162	58,176
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	25.2	26.0	176	0.46	0.49	41.9	42.4	0.47	10.7	11.1	1,030	50,008	51,038	106	2.51	8.44	54,433
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	20.7	18.9	137	0.36	0.40	31.5	31.9	0.38	8.01	8.40	1,030	39,307	40,336	105	1.87	55.9	43,573
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.77	3.45	25.0	0.07	0.07	5.75	5.82	0.07	1.46	1.53	170	6,508	6,678	17.4	0.31	9.26	7,214

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	23.1	21.4	202	0.49	0.39	41.9	42.3	0.37	10.7	11.0	—	50,027	50,027	1.83	2.19	158	50,884
Area	5.06	0.06	7.39	< 0.005	0.01	—	0.01	0.01	—	0.01	—	30.4	30.4	< 0.005	< 0.005	—	30.5
Energy	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	3,559	3,559	0.46	0.04	—	3,583
Water	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Waste	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Total	28.2	22.7	211	0.50	0.50	41.9	42.4	0.48	10.7	11.1	1,030	53,655	54,685	105	2.33	162	58,176
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	21.3	24.7	175	0.45	0.39	41.9	42.3	0.37	10.7	11.0	—	46,411	46,411	2.06	2.37	4.10	47,172
Area	3.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	3,559	3,559	0.46	0.04	—	3,583
Water	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Waste	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Total	25.2	26.0	176	0.46	0.49	41.9	42.4	0.47	10.7	11.1	1,030	50,008	51,038	106	2.51	8.44	54,433
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	16.1	17.6	132	0.35	0.30	31.5	31.8	0.28	8.01	8.29	—	35,694	35,694	1.47	1.73	51.6	36,297
Area	4.45	0.03	3.64	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	15.0	15.0	< 0.005	< 0.005	—	15.0
Energy	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	3,559	3,559	0.46	0.04	—	3,583
Water	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Waste	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460

Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Total	20.7	18.9	137	0.36	0.40	31.5	31.9	0.38	8.01	8.40	1,030	39,307	40,336	105	1.87	55.9	43,573
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	2.94	3.21	24.1	0.06	0.05	5.75	5.80	0.05	1.46	1.51	—	5,910	5,910	0.24	0.29	8.54	6,009
Area	0.81	0.01	0.66	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.48	2.48	< 0.005	< 0.005	—	2.49
Energy	0.01	0.24	0.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	589	589	0.08	0.01	—	593
Water	—	—	—	—	—	—	—	—	—	—	6.76	6.43	13.2	0.69	0.02	—	35.5
Waste	—	—	—	—	—	—	—	—	—	—	164	0.00	164	16.4	0.00	—	573
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.72	0.72
Total	3.77	3.45	25.0	0.07	0.07	5.75	5.82	0.07	1.46	1.53	170	6,508	6,678	17.4	0.31	9.26	7,214

3. Construction Emissions Details

3.1. Site Preparation (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.14	29.2	28.8	0.05	1.24	—	1.24	1.14	—	1.14	—	5,298	5,298	0.21	0.04	—	5,316
Dust From Material Movement	—	—	—	—	—	7.67	7.67	—	3.94	3.94	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.40	0.39	< 0.005	0.02	—	0.02	0.02	—	0.02	—	72.6	72.6	< 0.005	< 0.005	—	72.8
Dust From Material Movement	—	—	—	—	—	0.11	0.11	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.07	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	12.0	12.0	< 0.005	< 0.005	—	12.1
Dust From Material Movement	—	—	—	—	—	0.02	0.02	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.67	0.00	0.00	0.15	0.15	0.00	0.03	0.03	—	143	143	< 0.005	0.01	0.01	145
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.01	2.01	< 0.005	< 0.005	< 0.005	2.04
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.33	0.33	< 0.005	< 0.005	< 0.005	0.34
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Grading (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.65	15.0	17.4	0.03	0.65	—	0.65	0.59	—	0.59	—	2,960	2,960	0.12	0.02	—	2,970
Dust From Material Movement	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.33	0.38	< 0.005	0.01	—	0.01	0.01	—	0.01	—	64.9	64.9	< 0.005	< 0.005	—	65.1
Dust From Material Movement	—	—	—	—	—	0.06	0.06	—	0.03	0.03	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.01	0.06	0.07	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	10.7	10.7	< 0.005	< 0.005	—	10.8
Dust From Material Movement	—	—	—	—	—	0.01	0.01	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.57	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	123	123	< 0.005	0.01	0.01	124
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.76	2.76	< 0.005	< 0.005	< 0.005	2.80
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.46	0.46	< 0.005	< 0.005	< 0.005	0.46
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.66	6.09	8.02	0.01	0.23	—	0.23	0.22	—	0.22	—	1,482	1,482	0.06	0.01	—	1,488
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	1.11	1.46	< 0.005	0.04	—	0.04	0.04	—	0.04	—	245	245	0.01	< 0.005	—	246
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.21	0.14	2.62	0.00	0.00	0.46	0.46	0.00	0.11	0.11	—	492	492	0.01	0.02	1.69	500
Vendor	0.02	0.94	0.32	0.01	0.01	0.21	0.22	0.01	0.06	0.07	—	774	774	0.01	0.12	1.90	811
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.20	0.17	2.07	0.00	0.00	0.46	0.46	0.00	0.11	0.11	—	445	445	0.01	0.02	0.04	451
Vendor	0.02	1.00	0.33	0.01	0.01	0.21	0.22	0.01	0.06	0.07	—	775	775	0.01	0.12	0.05	810
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.12	0.10	1.31	0.00	0.00	0.28	0.28	0.00	0.07	0.07	—	282	282	0.01	0.01	0.45	286
Vendor	0.02	0.60	0.20	< 0.005	0.01	0.13	0.14	0.01	0.04	0.04	—	479	479	0.01	0.07	0.51	501
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.24	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	46.7	46.7	< 0.005	< 0.005	0.07	47.4
Vendor	< 0.005	0.11	0.04	< 0.005	< 0.005	0.02	0.03	< 0.005	0.01	0.01	—	79.3	79.3	< 0.005	0.01	0.08	83.0
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.13	0.18	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	32.8	32.8	< 0.005	< 0.005	—	32.9

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.02	0.03	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.44	5.44	< 0.005	< 0.005	—	5.46
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.19	0.16	1.92	0.00	0.00	0.46	0.46	0.00	0.11	0.11	—	438	438	0.01	0.02	0.04	444
Vendor	0.02	0.96	0.31	0.01	0.01	0.21	0.22	0.01	0.06	0.07	—	759	759	0.01	0.12	0.04	794
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.15	6.15	< 0.005	< 0.005	0.01	6.24
Vendor	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	10.4	10.4	< 0.005	< 0.005	0.01	10.9
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.02	1.02	< 0.005	< 0.005	< 0.005	1.03
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.72	1.72	< 0.005	< 0.005	< 0.005	1.80
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.66	6.09	8.83	0.01	0.24	—	0.24	0.22	—	0.22	—	1,350	1,350	0.05	0.01	—	1,355
Paving	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.30	0.44	< 0.005	0.01	—	0.01	0.01	—	0.01	—	66.6	66.6	< 0.005	< 0.005	—	66.8
Paving	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.05	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.0	11.0	< 0.005	< 0.005	—	11.1
Paving	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.70	0.00	0.00	0.17	0.17	0.00	0.04	0.04	—	161	161	< 0.005	0.01	0.01	163
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.15	8.15	< 0.005	< 0.005	0.01	8.27
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.35	1.35	< 0.005	< 0.005	< 0.005	1.37
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Architectural Coating (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.83	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	43.8	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	6.58	6.58	< 0.005	< 0.005	—	6.61

Architectural	2.16	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.09	1.09	< 0.005	< 0.005	—	1.09
Architectural Coatings	0.39	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.03	0.38	0.00	0.00	0.09	0.09	0.00	0.02	0.02	—	87.6	87.6	< 0.005	< 0.005	0.01	88.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.43	4.43	< 0.005	< 0.005	0.01	4.49
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.73	0.73	< 0.005	< 0.005	< 0.005	0.74
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	23.1	21.4	202	0.49	0.39	41.9	42.3	0.37	10.7	11.0	—	50,027	50,027	1.83	2.19	158	50,884
Total	23.1	21.4	202	0.49	0.39	41.9	42.3	0.37	10.7	11.0	—	50,027	50,027	1.83	2.19	158	50,884
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	21.3	24.7	175	0.45	0.39	41.9	42.3	0.37	10.7	11.0	—	46,411	46,411	2.06	2.37	4.10	47,172
Total	21.3	24.7	175	0.45	0.39	41.9	42.3	0.37	10.7	11.0	—	46,411	46,411	2.06	2.37	4.10	47,172
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	2.94	3.21	24.1	0.06	0.05	5.75	5.80	0.05	1.46	1.51	—	5,910	5,910	0.24	0.29	8.54	6,009
Total	2.94	3.21	24.1	0.06	0.05	5.75	5.80	0.05	1.46	1.51	—	5,910	5,910	0.24	0.29	8.54	6,009

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	1,987	1,987	0.32	0.04	—	2,007
Total	—	—	—	—	—	—	—	—	—	—	—	1,987	1,987	0.32	0.04	—	2,007
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	1,987	1,987	0.32	0.04	—	2,007
Total	—	—	—	—	—	—	—	—	—	—	—	1,987	1,987	0.32	0.04	—	2,007
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	329	329	0.05	0.01	—	332
Total	—	—	—	—	—	—	—	—	—	—	—	329	329	0.05	0.01	—	332

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	1,572	1,572	0.14	< 0.005	—	1,576
Total	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	1,572	1,572	0.14	< 0.005	—	1,576

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	1,572	1,572	0.14	< 0.005	—	1,576
Total	0.07	1.32	1.11	0.01	0.10	—	0.10	0.10	—	0.10	—	1,572	1,572	0.14	< 0.005	—	1,576
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	0.01	0.24	0.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	260	260	0.02	< 0.005	—	261
Total	0.01	0.24	0.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	260	260	0.02	< 0.005	—	261

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.64	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.21	0.06	7.39	< 0.005	0.01	—	0.01	0.01	—	0.01	—	30.4	30.4	< 0.005	< 0.005	—	30.5
Total	5.06	0.06	7.39	< 0.005	0.01	—	0.01	0.01	—	0.01	—	30.4	30.4	< 0.005	< 0.005	—	30.5
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Consum Products	3.64	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	0.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	3.85	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consum er Products	0.66	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architect ural Coatings	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landsca pe Equipme nt	0.11	0.01	0.66	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.48	2.48	< 0.005	< 0.005	—	2.49
Total	0.81	0.01	0.66	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.48	2.48	< 0.005	< 0.005	—	2.49

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Total	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Medical Office Building	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Total	—	—	—	—	—	—	—	—	—	—	40.8	38.8	79.7	4.19	0.10	—	214
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	6.76	6.43	13.2	0.69	0.02	—	35.5
Total	—	—	—	—	—	—	—	—	—	—	6.76	6.43	13.2	0.69	0.02	—	35.5

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Total	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Total	—	—	—	—	—	—	—	—	—	—	989	0.00	989	98.8	0.00	—	3,460
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	164	0.00	164	16.4	0.00	—	573

Total	—	—	—	—	—	—	—	—	—	—	164	0.00	164	16.4	0.00	—	573
-------	---	---	---	---	---	---	---	---	---	---	-----	------	-----	------	------	---	-----

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.34	4.34
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Medical Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.72	0.72
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.72	0.72

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/30/2026	2/6/2026	5.00	5.00	—
Grading	Grading	2/7/2026	2/18/2026	5.00	8.00	—
Building Construction	Building Construction	2/19/2026	1/7/2027	5.00	230	—

Paving	Paving	1/8/2027	2/2/2027	5.00	18.0	—
Architectural Coating	Architectural Coating	2/3/2027	2/28/2027	5.00	18.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Back hoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Back hoes	Diesel	Average	3.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Back hoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Cement and Mortar Mixers	Diesel	Average	2.00	6.00	10.0	0.56
Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	6.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	6.00	36.0	0.38
Paving	Tractors/Loaders/Back hoes	Diesel	Average	1.00	8.00	84.0	0.37
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	11.9	LDA,LDT1,LDT2
Site Preparation	Vendor	—	9.10	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	15.0	11.9	LDA,LDT1,LDT2
Grading	Vendor	—	9.10	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	54.4	11.9	LDA,LDT1,LDT2
Building Construction	Vendor	27.8	9.10	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	20.0	11.9	LDA,LDT1,LDT2
Paving	Vendor	—	9.10	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	10.9	11.9	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	9.10	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT

Architectural Coating	Onsite truck	—	—	HHDT
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5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	254,826	84,942	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	7.50	0.00	—
Grading	—	—	8.00	0.00	—
Paving	0.00	0.00	0.00	0.00	0.00

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Medical Office Building	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2026	0.00	204	0.03	< 0.005
2027	0.00	204	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Medical Office Building	5,912	1,456	241	1,629,827	58,811	14,483	2,400	16,213,059

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	254,826	84,942	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Medical Office Building	3,555,559	204	0.0330	0.0040	4,904,385

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Medical Office Building	21,317,136	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Medical Office Building	1,835	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Medical Office Building	Household refrigerators and/or freezers	R-134a	1,430	0.45	0.60	0.00	1.00
Medical Office Building	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
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5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
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5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)
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5.17. User Defined

Equipment Type	Fuel Type
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5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres
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5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres
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5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)
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6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	23.3	annual days of extreme heat
Extreme Precipitation	0.95	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	0.00	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about $\frac{3}{4}$ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A

Wildfire	N/A	N/A	N/A	N/A
Flooding	0	0	0	N/A
Drought	0	0	0	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	1	1	1	2
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	1	1	1	2
Drought	1	1	1	2
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	58.2
AQ-PM	40.2
AQ-DPM	45.3
Drinking Water	76.7
Lead Risk Housing	6.24
Pesticides	79.6
Toxic Releases	26.7
Traffic	55.0
Effect Indicators	—
CleanUp Sites	71.8
Groundwater	92.4
Haz Waste Facilities/Generators	78.4
Impaired Water Bodies	87.0
Solid Waste	35.7
Sensitive Population	—
Asthma	39.2
Cardio-vascular	72.1
Low Birth Weights	49.3
Socioeconomic Factor Indicators	—
Education	39.2
Housing	25.7
Linguistic	31.3
Poverty	13.3
Unemployment	33.6

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	70.97395098
Employed	41.16514821
Median HI	82.7665854
Education	—
Bachelor's or higher	63.35172591
High school enrollment	100
Preschool enrollment	50.64801745
Transportation	—
Auto Access	65.16104196
Active commuting	33.22212242
Social	—
2-parent households	93.40433723
Voting	72.64211472
Neighborhood	—
Alcohol availability	73.15539587
Park access	46.65725651
Retail density	17.92634416
Supermarket access	27.17823688
Tree canopy	61.04196073
Housing	—
Homeownership	69.22879507
Housing habitability	74.41293468
Low-inc homeowner severe housing cost burden	76.83818812
Low-inc renter severe housing cost burden	89.38791223

Uncrowded housing	52.3675093
Health Outcomes	—
Insured adults	66.95752598
Arthritis	85.3
Asthma ER Admissions	43.4
High Blood Pressure	64.8
Cancer (excluding skin)	66.1
Asthma	61.7
Coronary Heart Disease	91.8
Chronic Obstructive Pulmonary Disease	86.1
Diagnosed Diabetes	87.3
Life Expectancy at Birth	61.2
Cognitively Disabled	58.3
Physically Disabled	92.6
Heart Attack ER Admissions	27.3
Mental Health Not Good	64.8
Chronic Kidney Disease	90.3
Obesity	52.9
Pedestrian Injuries	19.6
Physical Health Not Good	78.6
Stroke	91.3
Health Risk Behaviors	—
Binge Drinking	18.0
Current Smoker	62.2
No Leisure Time for Physical Activity	62.4
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0

Children	8.5
Elderly	88.2
English Speaking	40.2
Foreign-born	73.1
Outdoor Workers	54.8
Climate Change Adaptive Capacity	—
Impervious Surface Cover	72.8
Traffic Density	61.5
Traffic Access	0.0
Other Indices	—
Hardship	46.1
Other Decision Support	—
2016 Voting	58.4

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	58.0
Healthy Places Index Score for Project Location (b)	72.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	No demolition.

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE PREZONING OF APPROXIMATELY 3.9 ACRES CONSISTING OF TWO PARCELS LOCATED AT 21323 S. TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBER 212-170-26, AND 21235 S. TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBER 212-170-19 ("PROPERTY") IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15183, NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY; AND 2) APPROVING THE PRE-ZONING OF THE PROPERTY TO COMMUNITY RECREATION SUPPORT SERVICES (CRS) ZONE.

WHEREAS, On July 22, 2025, the City received an application from property owner asking the City to submit a petition to LAFCO to annex the 3.9-acre site consisting of two parcels located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 ("Property") to the City of Tracy, and to pre-zone the Property to Community Recreation Support Services (CRS) Zone pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970 (collectively, the "**Project**"); and

WHEREAS, the Property is located within the City's Sphere of Influence ("**SOI**") and is designated for Commercial uses in the City's General Plan; and

WHEREAS, the CRS Zone is intended to provide support services for users of nearby community and/or regional recreational and entertainment facilities through provision for a range of focused retail uses, restaurants, traveler's accommodations, and similar uses and services; and

WHEREAS, The Project is consistent with General Plan Commercial land use designation and applicable Goals and Policies; and

WHEREAS, The subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to Interstate-205 travelers; and

WHEREAS, The project has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 17, 2025, and recommended that the City Council introduce and adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on January 20, 2026.

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

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

SECTION 2. CEQA Determination. The City Council hereby finds that the actions authorized by this Ordinance were adequately evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and determines that the rezoning of the Property to the Community Recreation Support Services (CRS) Zone is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary.

SECTION 3. Pre-zoning. Based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the pre-zoning of the Property located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 as Community Recreation Support Services (CRS) Zone, as set forth in Article 17.5 of Chapter 10.08 of the TMC. The City's zoning map is hereby amended to show the Property designated as Community Recreation Support Services (CRS) Zone, as shown in **Exhibit 2**.

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

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

SECTION 6. Publication. 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. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

SECTION 8. Typographical or Clerical (Scrivenor’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the _____ day of _____ 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Exhibit 1 – Findings to Support Pre-zoning (TMC 10.08.970)
Exhibit 2 – Zoning Map

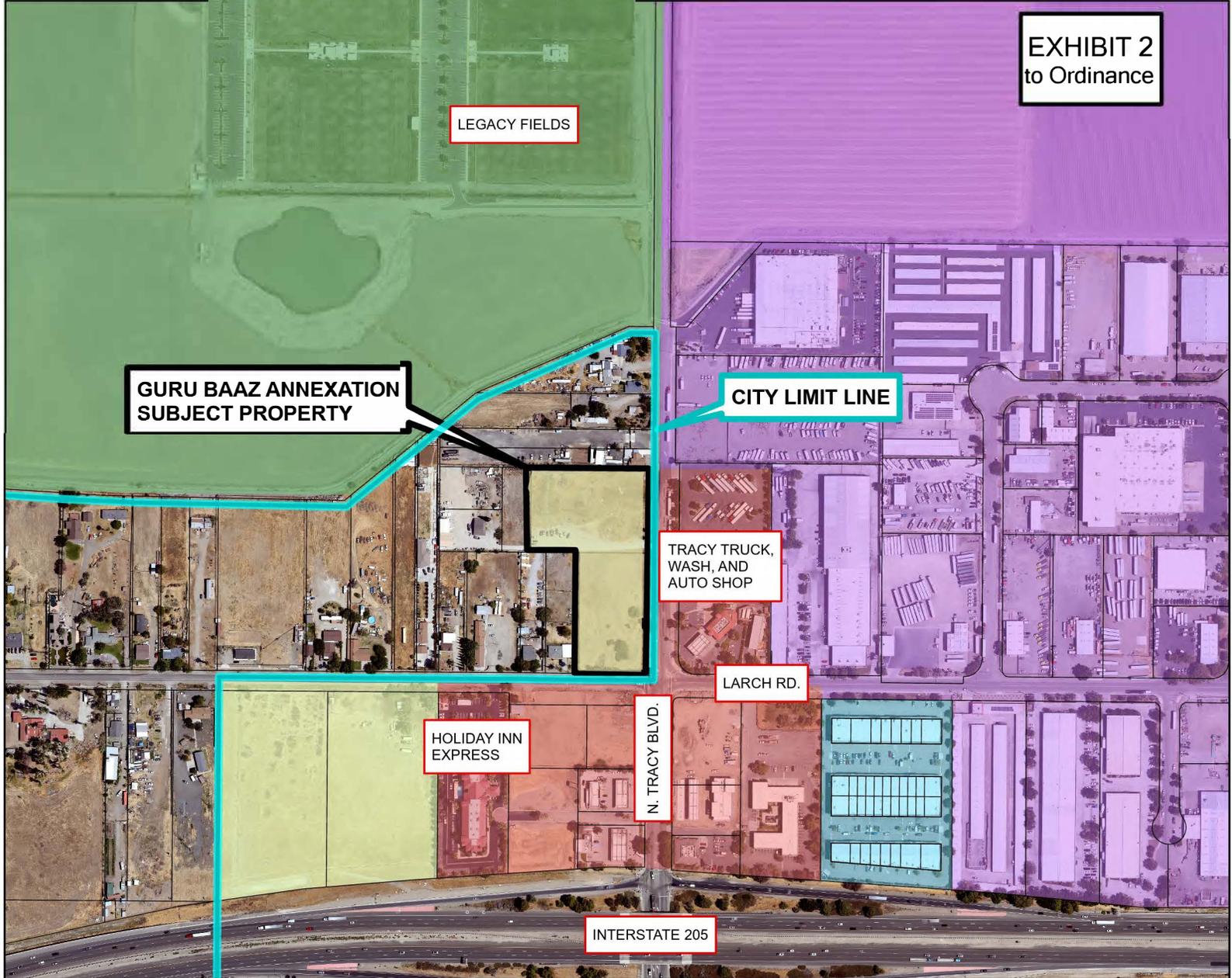
City of Tracy
Pre-zoning Findings
Application Number AP25-0001
City Council - January 20, 2026

Tracy Municipal Code (“TMC”) Section 10.08.970 (Classification of newly annexed territory) provides that territory proposed for annexation to the City be pre-zoned in accordance with Article 29 (Amendments) of the TMC. Article 29 of the TMC, Section 10.08.3840, states that the Planning Commission must find that the approval or denial of an application to amend the zoning ordinance (such as the instant application for pre-zoning) is “necessary to carry out the general purposes” of the zoning ordinance, and state the “facts and reasons” that support this finding. The Planning Commission considered this matter on December 17, 2025, and recommended that the City Council make the following finding:

The approval of the pre-zoning of the Property to Community Recreation Support Services as set forth in Article 17.5 of the Tracy Municipal Code is necessary to carry out the City’s General Plan policies and Zoning regulations, because adding the property to the Community Recreation Support Services zone will allow for its annexation and development consistent with the City’s General Plan Commercial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy’s Infrastructure Master Plans.

The City Council conducted a duly noticed public hearing on January 20, 2026, and upon its conclusion, after considering all evidence in the record, makes the following finding:

The approval of the pre-zoning of the Property to Community Recreation Support Services as set forth in Article 17.5 of the Tracy Municipal Code is necessary to carry out the City’s General Plan policies and Zoning regulations, because adding the property to the Community Recreation Support Services will allow for its annexation and development consistent with the City’s General Plan Industrial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy’s Infrastructure Master Plans.



Legend

- ZONING DISTRICTS
- Community Recreation Support Services
 - Park (P)
 - Planned Unit Development (PUD)
 - Light Industrial (M-1)
 - Highway Service (HS)



APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY PLANNING COMMISSION

RESOLUTION 2025-028

**RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF TRACY
TAKE THE FOLLOWING ACTIONS:**

1. ADOPT A RESOLUTION THAT

(A) DETERMINES THAT THE PROPOSED ANNEXATION OF APPROXIMATELY 3.9 ACRES CONSISTING OF TWO PARCELS LOCATED AT 21323 S. TRACY BLVD., ASSESSOR'S PARCEL NUMBER 212-170-26, AND 21235 S. TRACY BLVD., ASSESSOR'S PARCEL NUMBER 212-170-19 ("PROPERTY") IS CONSISTENT WITH THE CITY'S GENERAL PLAN, INCLUDING THE GENERAL PLAN LAND USE DESIGNATION OF COMMERCIAL, FOR WHICH AN ENVIRONMENTAL IMPACT REPORT (EIR) WAS CERTIFIED ON FEBRUARY 1, 2011, IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THE CEQA GUIDELINES, AND THEREFORE, PURSUANT TO CEQA GUIDELINES SECTION 15183, NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY; AND

(B) APPROVES THE SUBMITTAL OF A PETITION TO THE SAN JOAQUIN COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") FOR THE ANNEXATION OF THE PROPERTY TO THE CITY OF TRACY ("CITY"); AND

2. ADOPT AN ORDINANCE THAT APPROVES THE PREZONING OF THE PROPERTY TO COMMUNITY RECREATION SUPPORT SERVICES (CRS) ZONE.

WHEREAS, On July 22, 2025, the City received an application from the property owner requesting the City to submit a petition to LAFCO to annex the 3.9-acre site consisting of two parcels located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 ("Property") to the City of Tracy, and to pre-zone the Property to Community Recreation Support Services (CRS) Zone pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970 (collectively, the "**Project**"); and

WHEREAS, the Property is located within the City's Sphere of Influence ("SOI") and is designated for Commercial uses in the City's General Plan; and

WHEREAS, The Project is consistent with General Plan Commercial land use designation and applicable Goals and Policies; and

WHEREAS, The subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to Interstate-205 travelers; and

WHEREAS, The project has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and

WHEREAS, The Planning Commission conducted a duly noticed public hearing to review and consider this matter on December 17, 2025; now, therefore, be it

RESOLVED: That the Planning Commission hereby recommends that the City Council conduct a public hearing to consider this matter, and take the following actions:

- A. Adopt a resolution to (1) determine the project has complied with requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and that the Project is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and (2) authorize the City Manager to submit a petition to LAFCo for annexation of the 3.9-acre property located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 to the City of Tracy; and
- B. Introduce and adopt an ordinance to pre-zone the 3.9-acre property located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 to Community Recreation Support Services (CRS) Zone.

The foregoing Resolution 2025-028 was adopted by the Planning Commission of the City of Tracy on December 17, 2025, by the following vote:

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


 CHAIR

ATTEST: Scott Chan
 STAFF LIAISON

Date of Attestation: 12/18/2025

Exhibit 1 – Proposed City Council Resolution for CEQA determination and LAFCo Petition

Exhibit A – Proposed Annexation Area / Existing General Plan Map

Exhibit B – CEQA 15183 Environmental Checklist

Exhibit 2 – Proposed City Council Ordinance for Pre-zoning

Exhibit A – Pre-zoning Findings

Exhibit B – Zoning Map



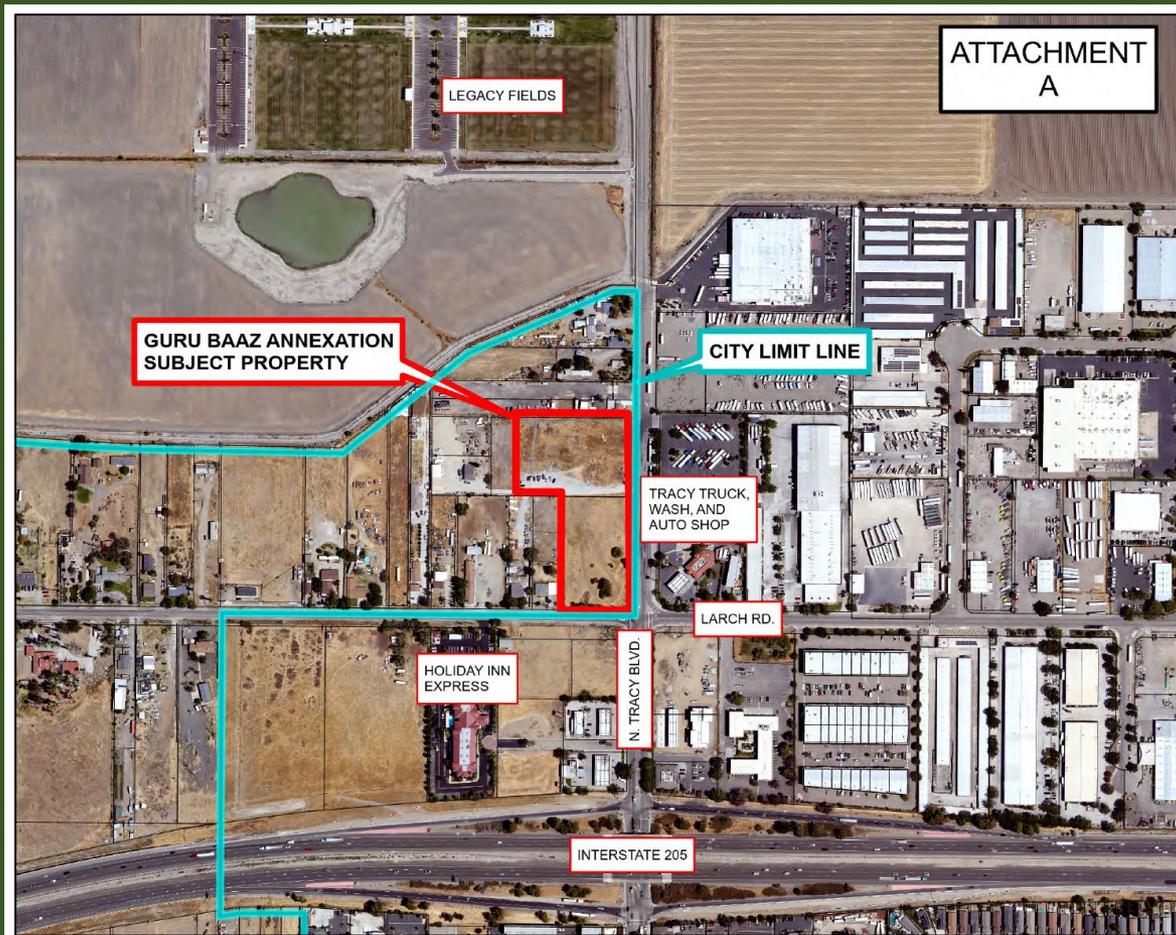
GURU BAAZ Annexation

Northwest Corner of Tracy Blvd. & W. Larch Rd.

AP25-0001



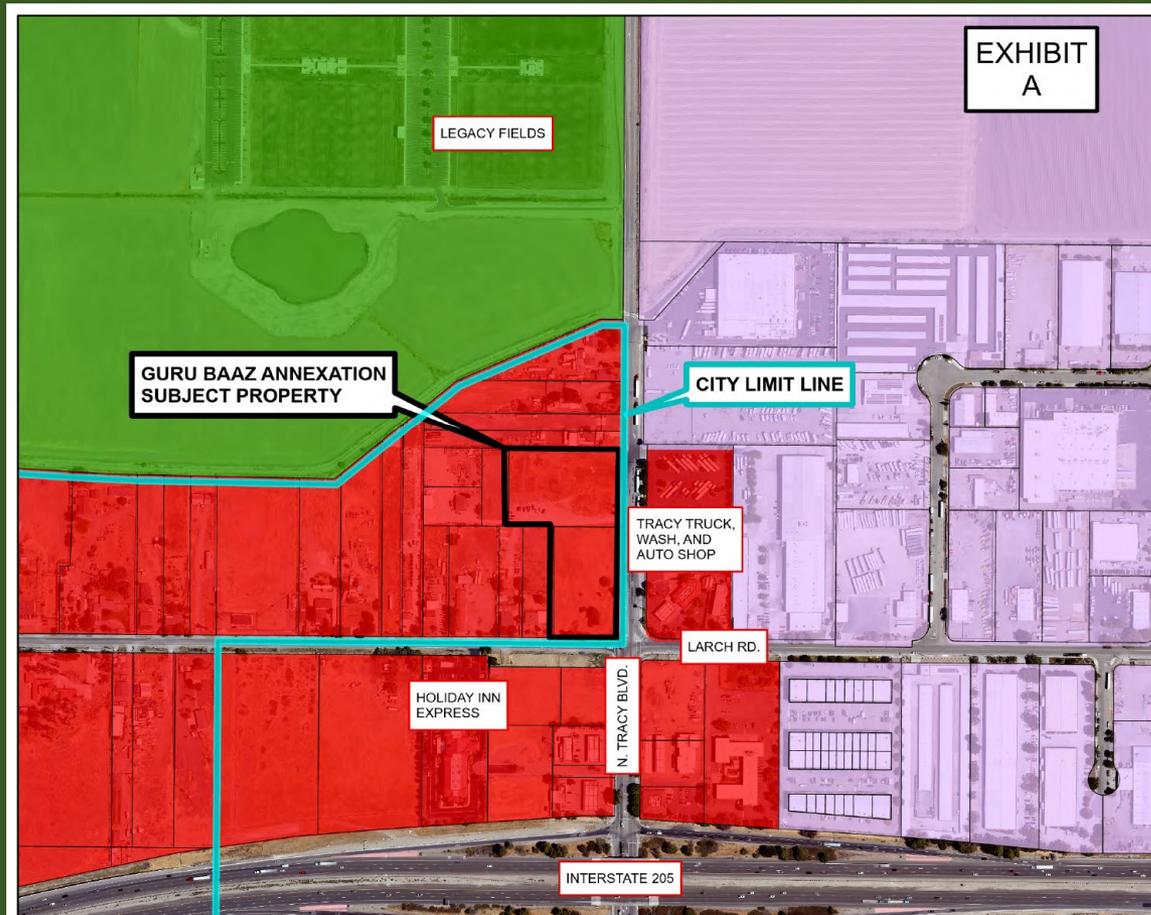
Location Map



Think Inside the Triangle™



Existing General Plan Map



Think Inside the Triangle™

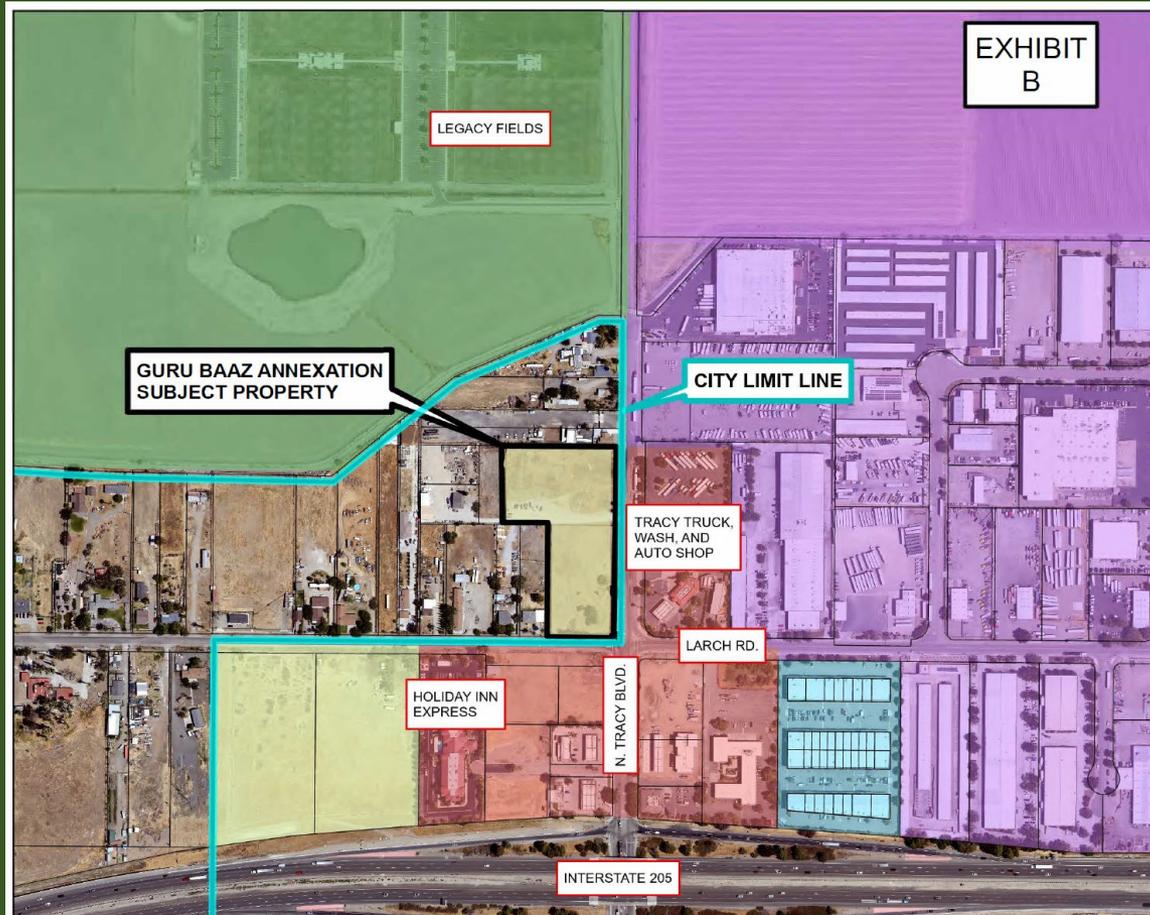
Legend

General Plan Designation

- Commercial
- Industrial
- Park



Proposed Zoning Map

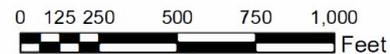


Think Inside the Triangle™

Legend

ZONING DISTRICTS

- Community Recreation Support Services
- Park (P)
- Planned Unit Development (PUD)
- Light Industrial (M-1)
- Highway Service (HS)



Agenda Item 3.D

RECOMMENDATION

Staff recommends that the Tracy City Council waive the first reading by substitution of title and introduce an Ordinance Amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences.

EXECUTIVE SUMMARY

The proposed ordinance updates portions of Chapter 2.20 of the Tracy Municipal Code (TMC), which governs contracts and purchasing. These amendments are intended to modernize the City's procurement framework, align it with current best practices, and clarify existing provisions to ensure the City can efficiently and effectively conduct the public's business. Key updates include revisions to contract signature authority, procedures for informal and formal Requests for Proposals (RFPs), and the authority to dispose of surplus commodities and equipment and there are updated definitions throughout the code for better understanding.

The ordinance also proposes adding a new Article 8, Local Hiring Preferences in Public Works Contracts (Sections 2.20.320–2.20.420), which would establish a formal process for encouraging job opportunities for Tracy residents and supporting expansion of the local employment base.

BACKGROUND AND LEGISLATIVE HISTORY

Chapter 2.20 of the TMC governs the City's contracting and purchasing processes, defining contract types, delegating authority to City officers for contract execution, and establishing procedural requirements for various categories of contracts.

The most recent amendments to Chapter 2.20 occurred on February 18, 2020 (Ordinance 1284), which authorized the use of electronic signatures and expanded the City's ability to utilize cooperative purchasing agreements. However, a comprehensive update has not occurred for several years. The proposed ordinance reflects the results of a full review and modernization of all provisions within Chapter 2.20 to ensure consistency with current industry standards and best practices.

ANALYSIS

Staff has completed a comprehensive review of Chapter 2.20 of the TMC and is recommending amendments that update the chapter to reflect current best practices, clarify existing language, and provide the City with greater flexibility to conduct its operations efficiently. A redlined version of the proposed changes is included as Attachment A, and key highlights are summarized below.

Article 2 – Contract Authority - Article 2 establishes the authority for executing contracts on behalf of the City. The proposed updates include increasing contract-signing authority for Department Heads and the City Manager, as outlined in the table below. The existing authority levels were established in 2002; the recommended adjustments modernize these thresholds to account for inflation and the significant increase in costs over the past two decades.

Code	City Official	Current Authority	Proposed Authority
2.20.100	Department Head (including Assistant City Manager)	\$25,000	\$50,000
2.20.095	City Attorney	\$100,000	\$100,000
2.20.090	City Manager	\$50,000	\$100,000
2.20.080	City Council	\$50,001	\$100,001 +

Article 4 – Purchasing Commodities, Equipment and General Services

Article 4 establishes the procedures staff must follow for formal and informal bidding, based on the dollar value of the purchase. The current monetary thresholds were adopted in 2002. The proposed updates—outlined in the table below—modernize these thresholds to reflect inflation and the substantial increase in costs over the past twenty years, ensuring the City’s procurement processes remain efficient and appropriate for today’s market conditions.

Code	Process	Current	Proposed
2.20.160	Purchase Order	\$25,000 \$25,000 -	\$50,000 \$50,000 -
2.20.170	Informal Written Quotes	\$50,000	\$100,000
2.20.180	Formal Bid Procedures	\$50,000 +	\$100,001 +

Article 7 – Surplus Commodities and Equipment

Article 7 outlines the authority and procedures for disposing of commodities and equipment that are no longer in use, obsolete, or worn out. The current monetary thresholds for approving such dispositions were set in 2002. The proposed updates, summarized in the table below, modernize these authority levels to reflect inflation and cost increases that have occurred over the past twenty years, ensuring the process remains efficient and aligned with current asset values.

Code	City Official	Current	Proposed
2.20.310	City Manager	\$2,000	\$10,000
2.20.310	City Council	\$2,001 +	\$10,001 +

Article 8 – Local Hiring Preferences in Public Works Contracts

Article 8 is proposed as a new addition to Chapter 2.20 to establish the City's process for promoting job opportunities for Tracy residents and supporting the growth of the local employment base.

FISCAL IMPACT

There is no fiscal impact associated with amending Chapter 2.20 of the TMC.

STRATEGIC PLAN

This agenda item supports the Government Accountability Strategy, goal 2, Maintain Fiscal Responsibility.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy City Council waive the first reading by substitution of title and introduce an Ordinance Amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences.

Prepared by: Sara Castro, Director of Finance

Reviewed by: L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Redline Copy of Proposed Amendments to Chapter 2.20 of the Tracy Municipal Code
Attachment B – PowerPoint Presentation

Chapter 2.20 CONTRACTS AND PURCHASING

Article 1. General

2.20.010 Purpose.

The purposes of this chapter are to define the types of contracts regulated by this chapter, provide for the authority of City officers to enter into certain contracts, and to set forth the procedural requirements for the various types of contracts. All purchases and contracts for contracted services, commodities, equipment, and other personal property required by any department or other organizational unit of the City shall be made on behalf of the City in accordance with this chapter, except as otherwise provided by State law. However, a purchase or contract may be initiated only if sufficient funds have been appropriated and for which there is an unexpended and unencumbered remaining balance sufficient to pay for the purchase or contract. This purchasing system implements California Government Code sections 54201—54205.

(Ord. 1039 § 2 (part), 2002)

2.20.020 Types of contracts.

The contracts regulated by this chapter are:

- (a) Contracts for consultant or professional services, [governed by Article 3](#);
- (b) Contracts for the purchase of commodities, equipment and general services, including maintenance contracts on same, [governed by Article 4](#); and
- (c) Contracts for public projects as defined by [California Public Contract Code sections 20161 and 22002, governed by Article 5, and California Public Contract Code section 1101 as set out in Article 8.](#)

(Ord. 1039 § 2 (part), 2002)

2.20.030 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- (a) "Amendment" or "change order", means a change, or modification, or addendum to a contract after it has been executed.
- (b) "Commodities" means any tangible goods or items such as supplies, parts and materials. Generally, they are consumable in City operations, become part or a component of City equipment or City facilities, and/or have a useful life of one year or less.
- (c) "Consultant services" or "professional services" means ~~the services of an attorney, architect, engineer, doctor, financial consultant, planning or environmental consultant, investment advisor, banking and trustee services, provision of temporary worker services, computer software services, concessionaire services, pesticide application services, janitorial services, landscape maintenance and tree trimming services or such other services as established by City Council resolution~~ all services which:
(1) are of an advisory nature.

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(2) provide a recommended course of action or personal expertise, or
(3) have an end product which is a transmittal of information either written or verbal and which is related to the governmental functions of city administration and management and City program management or innovation, and which are obtained by awarding a services contract, a grant, or any other payment of funds for services of the above type. In general, "Professional services" are provided by qualified or licensed professionals in such disciplines as accounting, architectural, engineering, environmental, financial, legal, and medical fields.

- (d) "Contract" means any agreement to do or not do a certain thing. "Contract" and "agreement" and "memorandum of understanding" are synonymous. The term "contract" includes, among other things, a purchase order, a contract for services, and an addendum or change order modifying an existing contract.
- (e) "Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- (f) "Equipment" means tangible personal property with a useful life of more than one year. It may be mobile, portable or fixed, and is an independent functioning unit, as opposed to parts which are components. It would include office equipment, furniture, field equipment, shop, lab, and plant equipment, vehicles and rolling stock.

(g) ~~f~~ "General services" includes:

- (1) Any work performed, or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to the following:
 - (i) Noncustodial maintenance or nonstructural repair of City buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken window panes, fire extinguisher maintenance, minor roof repairs, plumbing, electrical, mechanical, and elevator maintenance;
 - (ii) Installation, repair, modification, and maintenance of City equipment;
 - (iii) Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of City supplies, equipment, and waste products;
 - (iv) Providing other technical services to facilitate City operations such as communications, transportation, utilities;
 - (v) Performing repair, demolition or other work required to abate nuisances under this Code.
- (2) Leasing or rental of equipment (personal property) for use by the City;
- (3) A maintenance agreement for equipment owned or leased by the City.

"General services" does not include work defined as a public project under the California Public Contract Code or services that are defined as professional services by this section or by City Council resolution.

(h) ~~Unless otherwise noted herein (including Article 8), g~~ "Local vendor" or "local consultant" or "professional" unless otherwise noted herein (including Article 8) means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor or local consultant or professional for the purposes of sections 2.20.230, 2.20.130, or 2.20.140, the vendor, consultant, or professional shall submit with its bid or proposal a completed City-provided affidavit that documents the following:

(1) The business has a facility with a City of Tracy address,

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(2) ~~The~~the business will attribute the sales tax from the sale to the City of Tracy, and

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(3) ~~The~~the business has had a City of Tracy business license for at least one year prior to the opening of the bid.

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(i) ~~h~~ ~~Post-consumer recycled material~~ means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(j) ~~i~~ ~~Public project~~ means the same as that term is defined in California Public Contract Code section 20161, and section 22002 and includes, but is not limited to: (when following the procedures of the Uniform Construction Cost Accounting Policies and Procedures described in Public Contract Code sections 22042 et seq.) section 22002 as:

- (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (2) Painting or repainting of any publicly owned, leased, or operated facility.
- (3) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

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- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.-

(k) ~~j~~ ~~Recycled material~~ means material and by-products that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or by-products generated from, and commonly reused within, an original manufacturing process.

(l) ~~k~~ ~~Recycled product~~ means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(Ord. 1078 §§ 1, 2, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 1, 9-1-2009)

2.20.040 Insurance and indemnification; City Attorney and budget approval; execution.

Before a contract is signed by any City representative, or placed on a City Council agenda, the contract must:

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~~(a)~~ ~~(1)~~ include appropriate insurance and indemnification provisions reviewed by the ~~City's~~ City Risk Management Officer ~~or~~ and City Attorney;

~~(2)~~ be reviewed ~~or~~ ~~(2)~~ be approved as to form by the City Attorney or her/his designee (which shall may include review prior to a City Council meeting);

~~(3)~~ be approved as to budget availability and purchasing procedural compliance by the Finance Director or Budget Officer; and ____

~~(d)~~ be signed by the other party (except in the instance of a public entity utility, or railroad, in which instance it may be signed by the City representative first). Contracts for professional services under Article 3 or general services and commodities under Article 4 valued at Fifty Thousand dollars (\$50,000.00) or less may be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Attorney and as to content by the applicable City official.

(Ord. 1039 § 2 (part), 2002)

2.20.050 Encumbrance of contracts.

Each contract entered into under this chapter and requiring the payment of City funds, after execution, will be entered into the City financial system by an encumbrance against the appropriate budgeted funds.

(Ord. 1039 § 2 (part), 2002)

2.20.060 Filing with City Clerk.

Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.065 Electronic records and signatures.

(a) The following definitions apply to this section:

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(1) "Electronic record" has the same meaning as in Section 1633.2 of the California Civil Code.

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(2) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.

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(3) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.

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(4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.

(b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

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(1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

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(2) When a signature is required, the parties may agree that either:

- (i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
- (ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

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(c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.

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(Ord. No. 1284 , § 2, 4-7-2020)

2.20.070 Voidability.

Any transaction failing to comply with this chapter in any respect is voidable at the discretion of the City Manager and City Attorney Council.

(Ord. 1039 § 2 (part), 2002)

Article 2. Contract Authority

2.20.080 City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2 or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20 and/or as provided under City Council resolution.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.090 City Manager authority.

(a) The City Manager, or her/his designee authorized in writing by the City Manager, is authorized to enter into and sign on behalf of the City, without the prior approval of the City Council, a contract which:

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(1) Contains an initial maximum compensation figure of up to One Hundred Fifty Thousand and no/100ths (\$50,000.00) Dollars (\$100,000.00) or less. Notwithstanding subsection (b) of this section, any As to a change order excepting those change orders covered under subsection (b) of this code section any change order or amendment to a contract may not exceed a cumulative amount of One Hundred Twenty-five Thousand Dollars (\$125,000.00) total for that contract. Cumulative change orders or amendments exceeding One Hundred Twenty-five Thousand Dollars (\$125,000.00) the limit of authority may not exceed ten (10%) percent of the original contract amount not to exceed a cumulative total of Fifty Five Thousand and no/100ths (\$55,000.00) Dollars. Cumulative additional change orders exceeding Fifty Five Thousand and no/100ths (\$55,000.00) Dollars must be approved by the City Council;

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(2) Is not required by any applicable State law to be ~~let to~~ the lowest bidder;

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(3) Is a contract for City-managed professional services in an amount up to One Hundred Thousand and no/100ths (\$100,000.00) Dollars if the following criteria are met:

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- (ia) A cost recovery agreement exists;
- (iib) An applicant for development entitlements has deposited the required amount under the contract with the City; and
- (iiie) The funds are to be used for development related studies, such as an environmental impact report;
- (4) ~~Indemnification~~Indemnifies and ~~hold~~holds harmless agreements with other public entities;
- (5) ~~Right~~Allows right of entry agreements by which the City is granting rights to enter and/or temporarily use City-owned real property and right of entry agreements by which the City is being granted rights to enter and/or temporarily use real properties owned by third parties which agreements may include indemnification and hold harmless clauses; or
- (6) Is a cost recovery agreement with an applicant or proponent, at no cost to the City.
- (b) Notwithstanding the maximum compensation limits set forth in subsection (a)(1) of this code section, for public projects awarded by City Council resolution, the City Manager, or designee, may authorize change orders up to the contingency amount approved by City Council when awarding the bid and/or approving the budget for such public projects and a Department Head, or designee, may authorize a change order of up to Twenty-five Thousand ~~and no/100ths~~ (\$25,000.00) Dollars provided such change order is still within the contingency amount approved by City Council.
- (c) In an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may execute a contract, in any format approved as to form by the City Attorney, and authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable. If the contract involves a public works contract for a public project, the procedures set forth in section 2.20.270, subsection (a) and applicable law, shall be followed.
- (d) Notwithstanding any other provisions of this Chapter, the City Manager may execute contracts for professional or general services for the Grand Theater in any amount up to One Hundred Thousand Dollars (\$100,000.00) in any format approved as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 2, 9-1-2009; Ord. No. 1144, § 1, 3-16-2010)

2.20.095 City Attorney authority.

- (a) The City Attorney is granted, for purposes related to legal services and the activities or functions of the office of the city attorney, the same authority as the City Manager as set forth in section 2.20.090(a)(1) and (2).
- (b) The City Attorney is also granted the authority to execute for City-managed professional legal services in an amount up to One Hundred Thousand Dollars ~~and no/100ths~~ (\$100,000.00) Dollars if the following criteria are met:
 - (1) A cost recovery agreement exists;
 - (2) An applicant for development has deposited the required amount under the contract with the City; and
 - (3) The funds are to be used for development related legal services.

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- (c) The City Attorney is granted authority to approve, without city council approval, contracts which appoint and retain outside legal counsel to prosecute lawsuits for the city or defend lawsuits or the potential threat of litigation against the city provided that monies have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contracts.
- (d) In addition to the authority granted in section 2.20.095(a), the informal request for proposal procedure in section 2.20.130(a) may be dispensed with when the City Attorney in his or her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

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(Ord. No. 1222, § 2, 7-19-2016)

2.20.100 Department head authority.

Department heads, including the Assistant City Managers, are authorized to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, a contract:

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- (a) Which is for the purchase or lease of commodities, equipment, general services, and professional services;
- (b) Which contains a maximum compensation amount up Fifty Thousand Dollars (\$25,000.00). ~~As to a change order, the limit of authority is 25% of the original contract, not to exceed a cumulative amount. Any change order or amendment to a contract may not exceed a cumulative amount of Seventy FiveSeventy-five Thousand Dollars (\$75,000.00) for that contract; and \$31,250.00; and~~
- (c) Which is not required by any State law to be let to the lowest responsible bidder; and
- (d) Is approved as to form by the City Attorney or her/his designee.

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(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1222, § 1, 7-19-2016)

Article 3. Consultant and Professional Services

2.20.110 Authority; definition.

The City Manager and the department heads are each authorized to enter into a contract for consultant or professional services in accordance with the limits on their authority in Article 2 of this chapter. "Consultant or professional services" is defined in subsection 2.20.030(c).

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(Ord. 1039 § 2 (part), 2002)

2.20.120 Procurement of services with a value of less than ~~25~~\$50,000.

For procurement of services with a value of less than ~~Twenty-Five~~Fifty Thousand ~~Dollars (and no/100ths~~ ~~(25,000.00), purchases) Dollars,~~ the procurement procedures shall be established by an administrative regulation of the City Manager shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.

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(Ord. 1039 § 2 (part), 2002)

2.20.130 Procurement of services with a value ~~of from 25~~\$50,000 up to \$50100,000.

(a) *Informal requests for proposal (RFP) procedure.* The procurement of services with a value ~~offrom Twenty FiveFifty~~ Thousand Dollars ~~(and no/100ths (\$5025,000.00) Dollars up) to One Hundred Fifty~~ Thousand Dollars ~~and no/100ths (\$10050,000.00) Dollars~~ shall be made following the procedure prescribed below:

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(1) *Solicitation of proposals.* The department may solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall be based at least three proposals made by department, which, whenever possible, may result in be based on at least three (3) proposals for review. The contract shall be awarded to the best qualified and most responsible proposer. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken into account when awarding the contract. The dollar amount of the proposal shall be considered but the award of the contract need not be made to the lowest dollar proposal.

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(2) *Retention of proposal.* The department shall retain all proposals in accordance with the City Council-approved retention schedule.

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(3) *Award of contracts.* The department head is authorized to award a contract in accordance with the authorization granted in section 2.20.100.

(b) *Exceptions. Informal requests for proposals under this section may be dispensed in the following situations:*

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(1) In an emergency;

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(2) When the services can reasonably be obtained from only one source, which must be determined after evaluating available sources to determine there is only one source capable of competently and efficiently providing the required service; or

~~(1) The requesting department shall evaluate available sources to determine whether there is only one source capable of competently and efficiently providing the required service.~~

(3) The request for informal proposal procedure may be dispensed with in an emergency or ~~When~~When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City; ~~or~~

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(4) Contracts for City-managed professional services in an amount up to One Hundred Thousand ~~and no/100ths (\$100,000.00) Dollars if the following criteria are met:~~

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(i) a City-approved reimbursement agreement exists;

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(ii) an applicant for development entitlements has deposited the full amount of the contract with the City; and

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(iii) the funds are to be used for development related studies, such as an environmental impact report.

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(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 3, 9-1-2009)

2.20.140 Procurement of services with a value greater than ~~\$ of \$50,000 or more.~~

(a) *Formal request for proposal (RFP) procedures.* The City shall procure services with a value greater than One Hundred Fifty Thousand Dollars (\$150,000.00) Dollars or more following the procedure prescribed below:

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(1) *Request for proposals.* The request for proposal (RFP) shall include a general description of the services to be procured, shall include a proposed professional services agreement, and the time and place for submission of proposals. A notice inviting proposals shall be distributed to at least three (3) consultant firms and shall be posted on the City website at least ten (10) days prior to the deadline for submission of proposals. Proposers shall submit sealed approved electronic-version proposals and shall identify them as proposals on the envelope.

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(2) *Evaluation of proposals.* All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals will be set forth in the request for proposals and shall include evaluation of which proposer is the most qualified, experienced, and suitable bidder, taking into account price and the other factors stated in each request for proposals. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken into account when evaluating proposals. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

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(3) *Award of contract.* ~~The City Manager shall award a contract for the services with a value greater than Twenty Five Thousand and no/100ths (\$25,000.00) Dollars but less than Fifty Thousand and no/100ths (\$50,000.00) Dollars.~~ The City Council shall award a contract for services with a value equal to, or greater than, Fifty One Hundred Thousand and no/100ths (\$50,000.00) Dollars.

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(b) *Exceptions.* Formal requests for proposals under this section may be dispensed ~~with~~ in the accordance with the in the following situations:

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(1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;

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(2) When the services can be obtained from only one source, which has been reviewed and approved in writing by the City Manager;

(3) When, in the judgment of the City ~~Council~~ Manager ~~Council~~ Council, compliance with the procedure is not in the best interest of the City ~~;~~ for services between Fifty Thousand and no/100ths (\$50,000.00) Dollars and less than or equal to One Hundred Thousand and no/100ths (\$100,000.00) Dollars; or

(4) When processed through a cooperative purchasing agreement with another public agency whose procurement process is consistent with the provisions of this chapter.

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~~(5) Contracts for City managed professional services in an amount up to One Hundred Thousand and no/100ths (\$100,000.00) Dollars if the following criteria are met: (a) a City Council approved reimbursement agreement exists; (b) an applicant for development entitlements has deposited the full amount of the contract with the City; and (c) the funds are to be used for development related studies, such as an environmental impact report; or~~

~~(56) When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those professional services, the costs of which exceed One Hundred Thousand and no/100ths (\$100,000.00) Dollars.~~

(Ord. 1078 § 3, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 4, 9-1-2009)

Article 4. Purchasing Commodities, Equipment, and General Services

2.20.150 Applicability.

This Article 4 applies to the purchase of commodities, equipment and general services purchased on behalf of the City except for those supplies or materials governed by the [California](#) Public Contract Code (see Article 5). The purpose of this Article 4 is to establish efficient procedures for the purchase of commodities, equipment, and general services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases.

(Ord. 1039 § 2 (part), 2002)

2.20.160 Purchases of Commodities, Equipment, and General Services below \$250,000.

For purchases of less than ~~Fifty~~ ~~Twenty Five~~ Thousand Dollars ~~(and no/100ths (\$250,000.00) purchases) Dollars, the purchasing procedures shall be established by an administrative regulation of the City Manager shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.~~

(Ord. 1039 § 2 (part), 2002)

2.20.170 Purchases of Commodities, Equipment, and General Services from \$250,000 up to \$500,000.

- (a) *Informal open-market procedure.* The purchase of commodities, equipment, and general services from ~~Twenty Five~~ ~~Fifty~~ Thousand Dollars ~~(and no/100ths (\$250,000.00) Dollars up) to One Fifty Hundred~~ Thousand Dollars ~~(and no/100ths (\$500,000.00) Dollars) may be made in the open market, following the procedure prescribed below:~~

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- (1) *Minimum number of quotations.* Open-market purchases shall, whenever possible ~~or unless~~ ~~otherwise brought before the City Council for approval~~, be based on at least three (3) quotations and shall be awarded to the lowest responsible quotation.

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- (2) *Notice inviting quotations.* The department making the purchase shall solicit quotations by written ~~(including e-mail) or verbal request to prospective vendors.~~

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- (3) *Quotations.* Quotations shall be submitted in writing (including facsimile and e-mail) to the department, which shall keep a record of all open-market orders and quotes for a period of six (6) months after the submission of quotes or the placing of orders. This record is open for public inspection.

~~(4) Award of contracts. The department head is authorized to award a contract for Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars or less when the City Council has budgeted funds for the item(s) and the amount of the award is not more than the budgeted amount.~~

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(4) Award of contracts. The City Manager is authorized to award a contract of up to Fifty-One Hundred Thousand and no/100ths (\$50(\$100,000.00) Dollars when the City Council has budgeted funds for the item(s) and the amount of the award is not more than the budgeted amount.

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(b) Exceptions. The open-market procedure may be dispensed in the following situations:

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(1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;

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(2) When the goods or general services can be obtained from only one source; or

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(3) When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

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~~with an emergency; where goods or general services can be obtained from only one source; when the amount is less than Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, or when the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.~~

(Ord. 1039 § 2 (part), 2002)

2.20.180 Purchases of Commodities, Equipment, and General Services of \$50100,000 or more.

(a) Formal contract procedures. The City shall purchase commodities, equipment and general services of a value equal to or greater than One Fifty Hundred Thousand Dollars (and no/100ths (\$50100,000.00) Dollars) following the formal bid procedure prescribed below:

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(1) Notice inviting bids. The notice inviting sealed bids shall include a general description of the articles or general services to be purchased; and shall state where bid forms and specifications may be secured, and the time and place for opening bids.

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(i) Published notice. The notice inviting bids shall be posted at least ten days before the date of the opening of the bids on the City's website.

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(ii) Bidders' Bidders' list. The City shall also solicit sealed bids from responsible prospective suppliers whose names are on the bidders' list.

~~(2) Bidders' security. When deemed necessary, the City shall require bidders' security. Bidders' security shall be in accordance with the provisions of the California Public Contract Code.~~

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(2) Bid opening procedure. Bidders shall submit sealed bids to the City Clerk or designee and shall identify them as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

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(3) Rejection of bids. At his or her discretion, the City Manager, consistent with the Municipal Code and/or State or local law, may reject any and all bids presented, and may re-advertise for bids, or may present bids to the City Council for action.

(4) Award of contracts. The City Council shall award a contract for the purchase of commodities or equipment or general services with a value of Fifty-One Hundred Thousand and no/100ths (\$50 (\$100,000.00) Dollars or more. A contract shall be awarded to the lowest responsible bidder,

except as otherwise provided here. A contract may be awarded to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract.

- (5) *Tie bids.* If two (2) or more bids received are for the same total amount or unit price and quality, service and delivery being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Manager or City Council may accept the one it chooses, or accept the lowest good faith offer by negotiation with the tie bidders.

~~(7) *Performance bonds.* The City has the authority to require a performance bond before entering a contract, in such amount as is reasonably necessary to protect the best interest of the City. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.~~

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- (b) *Exceptions.* Bidding under this section may be dispensed with:

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~~(1) *In an emergency:* (1) — In an emergency provided that the City Manager shall report to the City Council, at its next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.~~

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- (2) When the purchase can be obtained from only one source which has been reviewed and approved in writing by the City Manager;

~~(3) — When, in the judgment of the City Manager, compliance with the procedure is not in the best interest of the City for those commodities and equipment or general services over Twenty Five Thousand and no/100ths (\$25,000.00) Dollars and less than Fifty Thousand and no/100ths (\$50,000.00) Dollars; or~~

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~~(3) When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services, the costs of which equal or exceed Fifty Thousand and no/100ths (\$50,000.00) Dollars.~~

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(Ord. 1078 §§ 4, 5, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1209, §§ 1, 2, 3-1-2016; Ord. No. 1222, § 4, 7-19-2016)

2.20.190 Splitting orders prohibited.

It is unlawful to deliberately split into smaller orders the purchase of commodities, equipment, or general services for a single project for the purpose of evading the competitive bidding provisions of this article. Single project, for purposes of this section, means a single, integrated project or task completed by the City and intended to achieve a single outcome or objective. Multiple purchases of the same commodity or services for different projects, at different locations or for different uses, are not a single project.

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(Ord. 1039 § 2 (part), 2002)

2.20.200 Equipment leasing.

- (a) Leasing of purchasable or ~~non-purchasable~~~~nonpurchasable~~purchasable equipment shall be in accordance with the authority limits set forth in Article 2, depending upon the annual cost of the lease.
- (b) Each contract for the leasing or rental of equipment for the City shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the term of the contract upon not less than thirty (30) days' written notice to the other party.

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(Ord. 1039 § 2 (part), 2002)

2.20.210 Inspection and testing.

The City may inspect supplies, equipment, and general services delivered, and determine their conformance with the specifications set forth in the order or contract. ~~A depart~~ Department Head has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

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(Ord. 1039 § 2 (part), 2002)

2.20.220 Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program. A separate agreement memorializing the terms negotiated on behalf of the City by the other public agency shall be executed between the City and the Vendor.

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(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.230 Local vendor preference.

To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, a bid or proposal from a local vendor, as defined in subsection 2.20.030(g), will be tabulated as if it were ten (10%) percent below the figure actually set forth in the bid or proposal to account for the financial advantages accruing to the City by the award of a bid to a local vendor. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of a local preference of ten (10%) percent of the bid or proposal price. The total amount of preference granted in a single bid shall not exceed Three Thousand ~~and no/100ths~~ (\$3,000.00) Dollars.

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(Ord. 1078 § 6, 2005; Ord. 1039 § 2 (part), 2002)

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(Ord. No. 1138, § 5, 9-1-2009)

2.20.240 Use of recycled products.

At the option of the department making the purchase, the bid specifications may include a five (5%) percent price preference to be given to recycled products. If included, the price preference shall be determined based upon the lowest price quoted by suppliers offering recycled products and the maximum amount of the price preference shall not exceed Ten Thousand ~~and no/100ths~~ (\$10,000.00) Dollars per purchase. Persons submitting proposals or bidding to provide products or services to the City shall be notified of the City's preference for the use of recycled products, including the price preference. Bidders shall be asked to identify in writing to the City the types of recycled materials that will be used and to certify in writing the percentage and contents of recycled material and post-consumer recycled material in the product.

(Ord. 1039 § 2 (part), 2002)

Article 5. Public Projects Subject to the California Public Contract Code

2.20.250 Public project defined.

The term "public project" is defined in subsection 2.20.030(i).
(Ord. 1039 § 2 (part), 2002)
(Ord. No. 1138, § 6, 9-1-2009)

2.20.255 City engineer approval.

The City Engineer is authorized to approve project design and plans before the City seeks bids on a project. (Reference: Gov't. Code §§830, 835.)
(Ord. No. 1222, § 3, 7-19-2016)

2.20.260 Bidding requirement.

- (a) The City Council authorizes and approves the following bidding procedures for public projects:
- (1) *Informal and formal bidding procedures.* Public projects, as defined by California Public Contract Code section 22002 and in accordance with the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission) shall be let to contract by procedures described in California Public Contract Code section 22030 et seq. For negotiated contracts or purchase orders for public projects falling within the monetary limits of subsection (a) of California Public Contract Code section 22032, the local vendor preference provisions of section 2.20.230 shall apply.
 - (2) *Procedures not established by the act.* When the act does not establish a procedure for bidding public projects, the procedure described in California Public Contract Code section 20160 et seq. shall govern.
 - (3) *Award to low bidder; no bids.* Except as otherwise set out in Chapter 2.20, aAll contracts must be awarded to the lowest responsible bidder. If two (2) or more bids are the same and lowest, the City may accept the one it chooses. When no bids are received, the City may perform public projects with City employees or through a negotiated contract without further complying with this Code section.
 - (4) *Notice inviting informal bids.* When a public project which is anticipated to fall within the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission) is to be performed, the City shall prepare a notice of the opportunity to bid which describes the project in general terms, states the time and place for the submission of bids and describes how to obtain more detailed information about the project. The City shall mail the notice to all construction trade journals as specified by the Commission in accordance with California Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified at the discretion of the department soliciting bids. Mailing shall be completed at least ten (10) days before bids are due.

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- (5) *Award of informally-bid contracts.* The City Manager is authorized to award informally bid contracts as defined in [California](#) Public Contract Code section 22032, ~~except those with total initial compensation in excess of Fifty Thousand and no/100ths (\$50,000.00) Dollars which shall be awarded by City Council resolution.~~
- (6) *Bids exceed informal bidding limit.* If all informal bids received exceed the monetary limits on informal bids described in [California](#) Public Contract Code section 22032 (as amended from time to time by the Commission) and the City determines that the cost estimate was reasonable, the City may award the contract at up to the limit described in [California](#) Public Contract Code section 22034, subdivision (d), by resolution approved by a four-fifths (4/5) vote of the City Council.
- (7) *Bid documents for formal bids.* The City Council shall adopt plans, specifications and working details for all public projects which are anticipated to fall outside the monetary limits on informal bids described in [California](#) Public Contract Code section 22032 (as amended from time to time by the Commission).
- (8) *Notice inviting formal bids.* When a public project which is anticipated to fall outside the monetary limits on informal bids described in [California](#) Public Contract Code section 22032 (as amended from time to time by the Commission) is to be performed, the City shall publish a notice inviting formal bids in a newspaper of general circulation as described in [California](#) Public Contract Code section 22037. The notice shall also be mailed to all construction trade journals as specified by the Commission in accordance with [California](#) Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified, at the discretion of the department soliciting bids. Mailing shall be completed at least thirty (30) days before bids are due.
- (9) *Proprietary product or service.* Notwithstanding subsections (3) and (6), if the product or service is proprietary in nature, such that it can be legally obtained only from a certain contractor(s) pursuant to [California](#) Public Contract Code section 3400, the notice inviting informal bids may be sent exclusively to such contractor(s).
- (10) *Rejection of bids; resolicitation; use of City employees.* If the City intends to reject all bids, it must mail the apparent low bidders a written notice of the City's intent to reject the bid at least two (2) business days prior to the hearing at which the bids will be considered.
- (11) *After rejecting the bids, the City may:*
- (i) Abandon the project;
 - (ii) Re-advertise the project; or
 - (iii) Perform the work with City employees, after passing a resolution by a four-fifths (4/5) majority of the City Council declaring that the project can be performed more economically by City employees.
- (b) *Uniform cost accounting procedures.* Whenever the City uses its own employees to perform a public project valued at or less than the monetary limit described in [California](#) Public Contract Code section 22032 (as amended from time to time by the Commission) it must implement the Uniform Construction Cost Accounting Policies and Procedures described in [California](#) Public Contract Code sections 22042 et seq. and the Commission's Policies and Procedures Manual.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 7, 9-1-2009; Ord. No. 1209, §§ 3, 4, 3-1-2016)

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2.20.262 Design-build.

Notwithstanding the requirements of section 2.20.260, for building construction projects in excess of One Million (\$1,000,000-00) Dollars, the design-build process set forth in section ~~22162~~~~20175-2~~ of the California Public Contract Code may be used.

(Ord. No. 1138, § 10, 9-1-2009)

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2.20.270 Exceptions.

(a) *Emergencies.* Emergency work ~~resulting from a great public calamity such as an extraordinary fire, flood, storm, epidemic or other disaster necessary to respond to an emergency as defined in this chapter~~ is exempt from formal bidding requirements, ~~and instead is subject to the requirements set forth in California Public Contract Code sections 20168 and 22050.~~ The City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager shall report to the City Council, at its next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. Emergency public projects shall be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Manager and City Attorney. (Reference: California Public Contract Code sections 20168, 22035, and 22050 and Government Code section 8630.)

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(b) *Sole source bids.* If a contract is for a unique product available from only one source so that competitive bidding would be meaningless, the City may enter into a contract without formal bidding. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.

(b)(e) *Personal and professional services.* Services of lawyers, architects, engineers, land surveyors, artists, accountants, consultants, and similar professionals are exempt from competitive bidding requirements under the California Public Contract Code and instead subject to the requirements of Article 3 of this Chapter.

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(Ord. 1078 § 7, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 8, 9-1-2009)

2.20.275 Prequalification of bidders.

(a) *Purpose.* This section is enacted pursuant to California Public Contract Code section 20101, which authorizes the City to establish a system for prequalification of prospective bidders on public works construction projects.

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(b) *Prequalification of bidders.*

(1) The City hereby establishes a system for prequalification of prospective bidders for public works construction projects in excess of the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission). The City may use the prequalification system identified in this section for any public works project that exceeds the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission).

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(2) The City Engineer or designee is authorized to adopt and apply a uniform system of rating bidders for each project based on:

~~(i)-(j)~~ the requirements of California Public Contract Code section 20101; and

~~(2)(i)-(j)~~ the model guidelines and standardized questionnaire created by the State of California Department of Industrial Relations, as modified at the City Engineer's discretion to address the needs of the particular project, or projects, to which they are to be applied.

(3) ~~(i)~~ Prequalification of prospective bidders shall be conducted for public works projects that involve the construction, retrofitting, remodeling, renovation or expansion of public buildings, water or wastewater treatment facilities, water works, or require significant specialized experience or expertise, unless the City Engineer or designee determines that it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project. In making his or her determination whether it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project, the City Engineer's or designee's decision shall be supported by one or more of the following reasons:

~~(i)-(j)~~ prequalification of prospective bidders is likely to unreasonably adversely affect the cost of the project;

~~(2)(i)-(j)~~ the complexity, scale or cost of the project do not warrant use of this prequalification process;

~~(3)(i)-(j)~~ there is an urgent need, based upon concerns for the health and safety of the public, to pursue the project on an expedited basis;

~~(4)(i)-(j)~~ the particular project is of such a specialized nature that there is a very limited pool of qualified potential bidders, and for this reason the purposes of the prequalification process may be accomplished by use of a bid questionnaire; or

~~(5)(i)-(j)~~ the project will not be competitively bid.

~~(b)~~ Notwithstanding subsection (b)(3)~~(4)~~ of this section, the City Engineer or designee is authorized to require prequalification of prospective bidders on any public works project or to engage in a program of prequalification of prospective bidders, on public works projects on a recurring basis as provided in California Public Contract Code section 20101.

~~(b)(4)~~ If prequalification of prospective bidders is required for a particular project, the City Engineer shall determine which bidders are qualified to bid that project based upon the uniform system of rating bidders. If the City Engineer or designee determines any bidder is not qualified to bid a project, the City Engineer or designee shall provide to the bidder written notice that includes the basis for the determination and an identification of any supporting evidence therefor, and an opportunity for the bidder to appeal the determination pursuant to subsection (c) of this section.

(c) *Appeals.*

(1) Any person aggrieved by a determination made by the City Engineer or designee pursuant to subsection ~~(b)(4)~~ of this section may appeal the determination only by complying with the requirements set forth in this subsection (c). Such an aggrieved person shall be referred to herein as "appellant". Without a timely appeal, the appellant waives any and all rights to challenge the decision of the City Engineer or designee, whether by administrative process, judicial process or any other legal process or proceeding.

(2) The appellant shall submit a written notice of appeal to the City Clerk (with a copy to the City Attorney) along with a complete written description of all factual and legal bases for the appeal and a deposit in the amount of One Thousand ~~\$999,999~~ \$1,000 Dollars, no later than ten

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(10) calendar days after the City has mailed written notice of the determination made by the City Engineer or designee. Should the appellant prevail in its appeal, the deposit shall be returned to the appellant, and the City shall bear the costs of the appeal. If the appellant does not prevail, the deposit shall be used to pay all costs associated with the appeal. If the deposit is insufficient to pay the entirety of the costs of the appeal, the appellant shall pay the remaining costs within thirty (30) calendar days after the decision. Any failure by the appellant to timely pay any outstanding appeal costs, as required herein, shall be considered by the City in future prequalification proceedings and procurements.

- (3) If the appellant gives the required notice of appeal, provides the necessary deposit, and requests a hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days prior to the last date for the receipt of bids on the project or twenty (20) calendar days following City's receipt of the notice of appeal, whichever is sooner. The hearing shall be an informal process conducted by a hearing officer~~an arbitrator~~officer, who shall be an attorney experienced in public works and or construction matters. The hearing officer~~arbitrator~~officer may be selected by the mutual consent of the appellant and the City. If an agreement cannot be reached regarding the selection of the hearing officer~~arbitrator~~hearing, the appellant and the City shall each exchange a list of three (3) hearing officers~~arbitrators~~officers they would be willing to accept. In turn, beginning with the appellant, each party shall strike one name from the other party's list until only one name remains and that remaining person shall be the hearing officer~~arbitrator~~. If the hearing officer~~arbitrator~~officer selected is unavailable, the parties shall repeat the process until they succeed in selecting an available hearing officer~~arbitrator~~officer, the City Attorney shall appoint a hearing officer.
- (4) At the hearing, the appellant and the City shall each be provided an opportunity to be represented by legal counsel and to present or rebut any evidence bearing upon the issues presented in the appeal. All evidence must be submitted to the hearing officer and the other party within seventy-two (72) hours of the date of the hearing.
- (5) The hearing officer~~arbitrator~~officer shall consider relevant evidence presented during the hearing and provide a written decision on the appeal to the City and the appellant within one business day after the close of the hearing, provided, however, the hearing officer may also request additional briefing and/or evidence of the parties. The time identified in this section for providing the hearing officer~~arbitrator~~officer decision may be extended only by consent of the City and the appellant and such an extension shall not affect or require a delay in a scheduled time for opening of bids for any public works project. Failure by the hearing officer~~arbitrator~~officer to render a timely decision shall be deemed a denial of the appeal.
- (6) The hearing officer~~arbitrator~~officer's decision shall be final and shall be subject to appeal or review under the appropriate Code of Civil Procedure section(s).

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(Ord. 1061 § 2, 2004)

(Ord. No. 1138, § 9, 9-1-2009)

Article 6. Acquisition and Disposition of Interests in Real Property

2.20.280 Leases of real property.

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- (a) *City-owned real property.* The City Council shall be the authorizing authority for all leases of City-owned property. Leases of City-owned property shall not exceed fifty-five (55) years unless the procedures contained in Government Code section 37380 are followed.

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(b) *City lease of private property:*

- (1) Leases with a term of greater than one year and an annual lease payment of Twenty-~~Five~~^{Five} Thousand ~~(and no/100ths-\$25,000.00)~~ Dollars or more shall be authorized by the City Council.
- (2) Leases with a term of less than one year and/or an annual lease payment of less than Twenty-~~Five~~^{Five} Thousand ~~and no/100ths-(\$25,000.00)~~ Dollars may be authorized by the City Manager.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1135, § 1, 5-5-2009)

2.20.290 Acquisition of real property.

The acquisition of real property, whether by negotiation, dedication, or eminent domain, shall be in accordance with State law. The limits set forth in Article 2 of this chapter shall apply to acquisitions of real property.

(Ord. 1039 § 2 (part), 2002)

2.20.300 Disposition of real property.

- (a) Procedures for the disposition of real property shall be in accordance with State law, including, but not limited to the Surplus Land Act. In accordance with California Government Code section 65402(a), the City Council hereby determines that the provisions of that section shall not apply to:
 - (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
 - (2) acquisitions, dispositions, or abandonments for street widening; or
 - (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening or alignment projects are of a minor nature.
- (b) The report of the Planning Commission regarding the conformance of a capital improvement project with the general plan made pursuant to California Government Code section 65401 shall also constitute the report required by California Government Code section 65402(a) regarding each acquisition or disposition of real estate, street abandonment or vacation, or public building or structure included in that capital improvement project.
- (c) The disposition of real property shall be by competitive proposals unless the City Council, by resolution, determines other procedures are in the best interests of the City.

(Ord. 1069 § 1, 2004; Ord. 1039 § 2 (part), 2002)

Article 7. Surplus Commodities and Equipment

2.20.310 Surplus commodities and equipment.

Each department shall submit to the Public Works Director or their designee, at such times and in such forms as the Director prescribes, reports showing all commodities and equipment which are no longer used, or which have become obsolete or worn out. The Public Works Director or designee has the authority to sell or otherwise dispose of all commodities and equipment which cannot be used by any department, or which have become unsuitable for City use, or to exchange the same for or trade the same in on new commodities and equipment.

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Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. City Manager approval is needed for disposition of commodities and/or equipment when the total estimated value is less than Ten Thousand and no/100ths (\$10102 (\$10,000.00)) Dollars; however, City Council approval is needed if the value is equal to or exceeds Two-Ten Thousand and no/100ths (\$10102 (\$10,000.00)) Dollars. The Public Works Director also has the authority to make transfers between departments of any useable surplus commodities or equipment.

(Ord. 1039 § 2 (part), 2002)

Article 8. Local Hiring Preferences in Public Works Contracts

2.20.320 Findings and Purpose.

(a.) The City Council finds and declares as follows:

- (1) Due to the lack of local jobs, a higher percentage of the workforce residing in the City must commute long distances to find work, causing increased traffic on state highways, increased pollution, increased use of gas and other fuels, and other serious environmental impacts.
- (2) Because of the shortage of local jobs, many residents of the City must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the hours between school and the parents' return from work outside the area.
- (3) Absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole, including, but not limited to, increased crime, more frequent and serious injuries, poor homework accomplishments, failing grades, and increased high school dropout rates.
- (4) The City of Tracy and surrounding areas need an expanding employment base and a local hiring preference in public works contracts, which will benefit the City as a whole.
- (5) The City spends significant amounts on purchasing personal property and materials, in contracting for services, and in constructing improvements to real property or to existing facilities. The funds used in making those purchases are derived, in part, from taxes, fees, and other revenues of local businesses in the city. To the extent possible, such funds should be placed back into the local economy.
- (6) The construction industry is a potential path to middle income employment, and is therefore, a crucial opportunity to connect residents with economic opportunities.
- (7) A local hiring preference in public works contracts will provide job opportunities to City residents, expand the area's employment base, lessen the drain on public assistance resources and reduce the impacts on the environment caused by the high unemployment and long commuting times to jobs outside the area.

(b.) The purpose of this article is to ameliorate the foregoing by:

- (1) Increasing the local workforce base by decreasing unemployment and thereby enhancing and retaining job skills; and

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(2) Increasing local spending power, which will result in a stronger, more self-reliant economy.

2.20.330 Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this chapter Article 8 shall have the following meanings:

- (a) "Construction work hours" means the total hours worked on a public works contract by qualified individuals, whether those individuals are employed by a contractor or subcontractor.
- (b) "Contractor" means the following:
 - (1) A. Any person or entity who submits a bid to the city for a public works contract; and/or
 - (2) B. Any person or entity who provides labor and/or materials for the city pursuant to a public works contract.
- (c) "City" means the City of Tracy.
- (d) "Days" means calendar days unless otherwise specified.
- (e) "Local resident" means, for purposes of this Article 8 only, an individual who is legally domiciled in the City of Tracy and surrounding areas (as set out below) immediately preceding the date of the notice of solicitation or bid advertisement by the City. An individual's domicile is his or her one and only true, fixed and permanent home and principal establishment. An individual shall verify his or her domicile upon request of the contractor or City by producing satisfactory documentation such as a rent/lease agreement, utility bills, a valid state-issued driver's license or identification card, or any other similar and reliable evidence. For the purpose of this Article 8 only, the residents from the following ZIP codes are considered to be a Local Resident: 95376, 95377, 95391, 95304, 95330, 95206, 95234, 95231, 95203, 95202, 95204, and 95205.
- (f) "Public Works contract" has the same meaning as set forth in Section 1101 of the California Public Contracts Code, as amended or supplanted, and as set out herein in Section 2.20.030(j).
- (g) "Qualified individuals" means any and all skilled and unskilled workers, including but not limited to work site foremen, journeymen, technical engineers, apprentices, construction trainees, and construction helpers. Qualified individuals also include any and all other workers appropriate for construction activities regardless of level of skill.
- (h) "Subcontractor(s)" means any person or entity that assumes by secondary contract some or all of the obligations of a contractor.

2.20.340 Requirements for Contractors.

- (a) Every Contractor submitting a bid to the City for a Public works contract shall agree to make a good faith effort to hire qualified individuals who are Local Residents in sufficient numbers so that (with respect to such Public works contract) no less than fifty (50) percent of the total construction workforce, including any subcontractor workforce, measured in construction work hours, is comprised of Local residents.
- (b) A "good faith effort" means a Contractor will take the following or similar actions to recruit and maintain Local residents as part of the construction workforce:
 - (1) Contact local recruitment sources to identify qualified individuals who are Local Residents;
 - (2) Advertise for qualified individuals who are local residents in trade papers and newspapers at least (1) newspaper of general circulation within the City and/or the County of San Joaquin, unless time

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limits imposed under the applicable Public works contract relative to the commencement and/or completion of work do not permit such advertising;

(3) With respect to any portion of a Public works contract to be performed by a Subcontractor, identify Subcontractors whose workforce includes qualified individuals who are local residents; and

(4) Develop a written plan to recruit Local Residents as part of the construction workforce.

(c) Every Contractor shall complete and sign under penalty of perjury a certification of good faith effort to hire Local Residents, on the form provided in the City's bid package, and shall submit the same with its sealed bid no later than the date and time of the bid opening.

(d) A Contractor shall include in each and every subcontract relating to a Public Works contract, a provision whereby the subcontractor agrees to make a good faith effort to hire qualified individuals who are Local Residents. A Contractor shall be responsible for a subcontractor's compliance with the provisions of this article.

(e) The purchasing agent or designee shall prescribe rules, regulations, or procedures relating to the application, administration, and interpretation of the provisions of this section Article 8. Such rules, regulations, and procedures shall be consistent with the provisions of this section Article 8 and may specify details and forms to be used.

2.20.350 Requirements for Subcontractors.

Each Subcontractor for work, laborers or materialmen relating to a public works project subject to this article shall, in its contract with the prime contractor, promise to make a good faith effort (as defined in Section 2.20.340) to hire qualified individuals who are Local Residents and to maintain documentary evidence of such actions.

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2.20.360 Workforce Development Preference.

There shall be a five (5) percent (5%) preference during the procurement process awarded to Contractors that can and do certify under penalty of perjury at least thirty (30) percent (30%) of the workforce on a project are and will continue to be throughout the full duration of the project Local Residents within the meaning set out herein in Article 8.

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2.20.370 Hiring discretion.

This Article 8 does not limit the Contractor's or the Subcontractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this article Article 8 shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

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2.20.380 Nonresponsive bids.

The City may declare a bid to be nonresponsive under the provisions of this Article 8 for good cause including, but not limited to, the following circumstances:

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(a) If a Contractor fails to complete and sign under penalty of perjury the certificate of good faith effort to hire Local residents and/or fails to submit the same with its sealed bid no later than the date and time of the bid opening; or

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(b) If a Contractor, or a Subcontractor listed by a Contractor, fails to comply with the good faith effort requirements set forth in Sections 2.20.330340 and 2.20.340350; or

(c) If it is determined that a Contractor knowingly or recklessly submits false information in order to obtain the workforce development preference noted herein in Section 2.20.350360.

2.20.390 Required documentation.

During its performance of a Public Works Contract, a Contractor, and Subcontractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent and temporary employees. A Contractor shall require each subcontractor performing work pursuant to a Public Works Contract awarded by the City to the Contractor to maintain records of the same information for the Subcontractor's workforce and shall require each Subcontractor to provide a copy of such records to the Contractor upon the Contractor's request. A Contractor shall make the records and documents set forth in this section available to the City, upon written request, within five (5) business days.

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2.20.400 Forms and documents submitted under penalty of perjury.

All forms and documents required under this article shall be attested to as true as to the information set forth therein and shall be submitted under penalty of perjury.

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2.20.410 Monitoring and Penalties.

At least every ninety (90) days during the term of a project (or at any juncture at its sole discretion), the City may monitor and investigate compliance of any Contractor and/or Subcontractor with respect to the requirements of this article. The City shall have the right to engage in random inspections of job sites, subject to construction schedule and safety concerns. Each Contractor and Subcontractor shall allow representatives of the City, in the performance of their duties, to engage in random inspections of job sites and to have access to the employees of the contractor and subcontractor and the records required to document compliance with this article. The City, by and through the City Manager (or her/his designee) shall establish a procedure or policy for City monitoring of compliance with this article and to address allegations of noncompliance. The City shall have sole authority over the administration of this article. Violations of this article shall be subject to a penalty consistent with Chapter 1.04 of the Tracy Municipal Code. Moreover, a violation of Sections 2.20.340, 2.20.350, 2.20.360, or 2.20.380 may be referred to the District Attorney's Office or City Attorney's Office for prosecution.

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2.20.420 Exclusions and Exceptions.

The provisions of this Article shall not apply under any of the following circumstances:

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- (a) When a state or federal law or regulation applicable to a particular public works contract prohibits a local hiring requirement;
- (b) When the City determines (by the City Manager or her/his designee), in accordance with the requirements of this code or applicable state law, that a contract is necessary to respond to an emergency which endangers the public health, safety or welfare; or
- (c) When the City determines (by the City Manager or her/his designee) that a suitable pool of qualified individuals who are Local Residents does not exist for a specific Public works contract.

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Chapter 2.20 CONTRACTS AND PURCHASING

Article 1. General

2.20.010 Purpose.

The purposes of this chapter are to define the types of contracts regulated by this chapter, provide for the authority of City officers to enter into certain contracts, and to set forth the procedural requirements for the various types of contracts. All purchases and contracts for contracted services, commodities, equipment, and other personal property required by any department or other organizational unit of the City shall be made on behalf of the City in accordance with this chapter, except as otherwise provided by State law. However, a purchase or contract may be initiated only if sufficient funds have been appropriated and for which there is an unexpended and unencumbered remaining balance sufficient to pay for the purchase or contract. This purchasing system implements California Government Code sections 54201—54205.

(Ord. 1039 § 2 (part), 2002)

2.20.020 Types of contracts.

The contracts regulated by this chapter are:

- (a) Contracts for consultant or professional services, governed by Article 3;
- (b) Contracts for the purchase of commodities, equipment and general services, including maintenance contracts on same, governed by Article 4; and
- (c) Contracts for public projects as defined by California Public Contract Code sections 20161 and 22002, governed by Article 5, and California Public Contract Code section 1101 as set out in Article 8.

(Ord. 1039 § 2 (part), 2002)

2.20.030 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- (a) *"Amendment"* or *"change order"*, means a change, modification, or addendum to a contract after it has been executed.
- (b) *"Commodities"* means any tangible goods or items such as supplies, parts and materials. Generally, they are consumable in City operations, become part or a component of City equipment or City facilities, and/or have a useful life of one year or less.
- (c) *"Consultant services"* or *"professional services"* means all services which:
 - (1) are of an advisory nature,
 - (2) provide a recommended course of action or personal expertise, or
 - (3) have an end product which is a transmittal of information either written or verbal and which is related to the governmental functions of city administration and management and City program management

or innovation, and which are obtained by awarding a services contract, a grant, or any other payment of funds for services of the above type. In general, "Professional services" are provided by qualified or licensed professionals in such disciplines as accounting, architectural, engineering, environmental, financial, legal, and medical fields.

- (d) *"Contract"* means any agreement to do or not do a certain thing. "Contract" and "agreement" are synonymous. The term "contract" includes a contract for services, and an addendum or change order modifying an existing contract.
- (e) *"Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- (f) *"Equipment"* means tangible personal property with a useful life or more than one year. It may be mobile, portable or fixed, and is an independent functioning unit, as opposed to parts which are components. It would include office equipment, furniture, field equipment, shop, lab, and plant equipment, vehicles and rolling stock.
- (g) *"General services"* includes:
 - (1) Any work performed, or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to the following:
 - (i) Noncustodial maintenance or nonstructural repair of City buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken windowpanes, fire extinguisher maintenance, minor roof repairs, plumbing, electrical, mechanical, and elevator maintenance;
 - (ii) Installation, repair, modification, and maintenance of City equipment;
 - (iii) Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of City supplies, equipment, and waste products;
 - (iv) Providing other technical services to facilitate City operations such as communications, transportation, utilities;
 - (v) Performing repair, demolition or other work required to abate nuisances under this Code.
 - (2) Leasing or rental of equipment (personal property) for use by the City;
 - (3) A maintenance agreement for equipment owned or leased by the City.

"General services" does not include work defined as a public project under the California Public Contract Code or services that are defined as professional services by this section or by City Council resolution.
- (h) *"Local vendor"* or *"local consultant or professional"* unless otherwise noted herein (including Article 8), means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor or local consultant or professional for the purposes of sections 2.20.230, 2.20.130, or 2.20.140, the vendor, consultant, or professional shall submit with its bid or proposal a completed City-provided affidavit that documents the following:
 - (1) The business has a facility with a City of Tracy address,
 - (2) The business will attribute the sales tax from the sale to the City of Tracy, and
 - (3) The business has had a City of Tracy business license for at least one year prior to the opening of the bid.

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- (i) *“Post-consumer recycled material”* means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (j) *“Public project”* means the same as that term is defined in California Public Contract Code section 20161, and section 22002 and includes, but is not limited to:
 - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
 - (2) Painting or repainting of any publicly owned, leased, or operated facility.
 - (3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, “maintenance work” includes all of the following:

 - (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - (2) Minor repainting.
 - (3) Resurfacing of streets and highways at less than one inch.
 - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
 - (k) *“Recycled material”* means material and by-products that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or by-products generated from, and commonly reused within, an original manufacturing process.
 - (l) *“Recycled product”* means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(Ord. 1078 §§ 1, 2, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 1, 9-1-2009)

2.20.040 Insurance and indemnification; City Attorney and budget approval; execution.

Before a contract is signed by any City representative, or placed on a City Council agenda, the contract must:

- (a) include appropriate insurance and indemnification provisions reviewed by the City’s Risk Management Officer and City Attorney;
- (b) be reviewed or approved as to form by the City Attorney or her/his designee (which may include review prior to a City Council meeting);

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- (c) be approved as to budget availability and purchasing procedural compliance by the Finance Director or Budget Officer; and
 - (d) be signed by the other party (except in the instance of a public entity, utility, or railroad, in which instance it may be signed by the City representative first). Contracts for professional services under Article 3 or general services and commodities under Article 4 valued at Fifty Thousand dollars (\$50,000) or less may be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Attorney and as to content by the applicable City official.

(Ord. 1039 § 2 (part), 2002)

2.20.050 Encumbrance of contracts.

Each contract entered into under this chapter and requiring the payment of City funds, after execution, will be entered into the City financial system by an encumbrance against the appropriate budgeted funds.

(Ord. 1039 § 2 (part), 2002)

2.20.060 Filing with City Clerk.

Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.065 Electronic records and signatures.

- (a) The following definitions apply to this section:
 - (1) "Electronic record" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (2) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (3) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.
 - (4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.
- (b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:
 - (1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.
 - (2) When a signature is required, the parties may agree that either:
 - (i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
 - (ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

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- (c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.

(Ord. No. 1284 , § 2, 4-7-2020)

2.20.070 Voidability.

Any transaction failing to comply with this chapter in any respect is voidable at the discretion of the City Manager and City Attorney.

(Ord. 1039 § 2 (part), 2002)

Article 2. Contract Authority

2.20.080 City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2 or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20 and/or as provided under City Council resolution.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.090 City Manager authority.

- (a) The City Manager, or her/his designee authorized in writing by the City Manager, is authorized to enter into and sign on behalf of the City, without the prior approval of the City Council, a contract which:
- (1) Contains an initial maximum compensation figure of up to One Hundred Thousand Dollars (\$100,000) or less. Notwithstanding subsection (b) of this section, any change order or amendment to a contract may not exceed a cumulative amount of One Hundred Twenty-five Thousand Dollars (\$125,000) total for that contract. Cumulative change orders or amendments exceeding One Hundred Twenty-five Thousand Dollars (\$125,000) must be approved by the City Council;
 - (2) Is not required by any applicable State law to be the lowest bidder;
 - (3) Is a contract for City-managed professional services in an amount up to One Hundred Thousand (\$100,000) Dollars if the following criteria are met:
 - (i) A cost recovery agreement exists;
 - (ii) An applicant for development entitlements has deposited the required amount under the contract with the City; and
 - (iii) The funds are to be used for development related studies, such as an environmental impact report;
 - (4) Indemnifies and holds harmless agreements with other public entities;
 - (5) Allows right of entry agreements by which the City is granting rights to enter and/or temporarily use City-owned real property and right of entry agreements by which the City is being granted rights to enter and/or temporarily use real properties owned by third parties which agreements may include indemnification and hold harmless clauses; or

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- (6) Is a cost recovery agreement with an applicant or proponent, at no cost to the City.
 - (b) Notwithstanding the maximum compensation limits set forth in subsection (a)(1) of this code section, for public projects awarded by City Council resolution, the City Manager, or designee, may authorize change orders up to the contingency amount approved by City Council when awarding the bid and/or approving the budget for such public projects and a Department Head, or designee, may authorize a change order of up to Twenty-five Thousand (\$25,000) Dollars provided such change order is still within the contingency amount approved by City Council.
 - (c) In an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may execute a contract, in any format approved as to form by the City Attorney, and authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable. If the contract involves a public works contract for a public project, the procedures set forth in section 2.20.270, subsection (a) and applicable law, shall be followed.
 - (d) Notwithstanding any other provisions of this Chapter, the City Manager may execute contracts for professional or general services for the Grand Theater in any amount up to One Hundred Thousand Dollars (\$100,000) in any format approved as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 2, 9-1-2009; Ord. No. 1144, § 1, 3-16-2010)

2.20.095 City Attorney authority.

- (a) The City Attorney is granted, for purposes related to legal services and the activities or functions of the office of the city attorney, the same authority as the City Manager as set forth in section 2.20.090(a)(1) and (2).
- (b) The City Attorney is also granted the authority to execute for City-managed professional legal services in an amount up to One Hundred Thousand Dollars (\$100,000) Dollars if the following criteria are met:
 - (1) A cost recovery agreement exists;
 - (2) An applicant for development has deposited the required amount under the contract with the City; and
 - (3) The funds are to be used for development related legal services.
- (c) The City Attorney is granted authority to approve, without city council approval, contracts which appoint and retain outside legal counsel to prosecute lawsuits for the city or defend lawsuits (or the potential threat of litigation) against the city provided that monies have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contracts.
- (d) In addition to the authority granted in section 2.20.095(a), the informal request for proposal procedure in section 2.20.130(a) may be dispensed with when the City Attorney in his or her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

(Ord. No. 1222, § 2, 7-19-2016)

2.20.100 Department head authority.

Department heads, including the Assistant City Managers, are authorized to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, a contract:

- (a) Which is for the purchase or lease of commodities, equipment, general services, and professional services;
- (b) Which contains a maximum compensation amount up Fifty Thousand Dollars (\$50,000). Any change order or amendment to a contract may not exceed a cumulative amount of Seventy-five Thousand Dollars (\$75,000) for that contract;
- (c) Which is not required by any State law to be let to the lowest responsible bidder; and
- (d) Is approved as to form by the City Attorney or her/his designee.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1222, § 1, 7-19-2016)

Article 3. Consultant and Professional Services

2.20.110 Authority; definition.

The City Manager and the department heads are each authorized to enter into a contract for consultant or professional services in accordance with the limits on their authority in Article 2 of this chapter. "Consultant or professional services" is defined in subsection 2.20.030(c).

(Ord. 1039 § 2 (part), 2002)

2.20.120 Procurement of services with a value of less than \$50,000.

For procurement of services with a value of less than Fifty Thousand Dollars (\$50,000), purchases shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

2.20.130 Procurement of services with a value of \$50,000 to \$100,000.

- (a) *Informal requests for proposal (RFP) procedure.* The procurement of services with a value of Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) shall be made following the procedure prescribed below:
 - (1) *Solicitation of proposals.* The department may solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall be based at least three proposals made by department, which, whenever possible, may result in at least three (3) proposals for review. The contract shall be awarded to the best qualified and most responsible proposer. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken

into account when awarding the contract. The dollar amount of the proposal shall be considered but the award of the contract need not be made to the lowest dollar proposal.

- (2) *Retention of proposal.* The department shall retain all proposals in accordance with the City Council-approved retention schedule.
 - (3) *Award of contracts.* The department head is authorized to award a contract in accordance with the authorization granted in section 2.20.100.
- (b) *Exceptions.* Informal requests for proposals under this section may be dispensed in the following situations:
- (1) In an emergency;
 - (2) When the services can reasonably be obtained from only one source, which must be determined after evaluating available sources to determine there is only one source capable of competently and efficiently providing the required service; or
 - (3) When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City; or
 - (4) Contracts for City-managed professional services in an amount up to One Hundred Thousand (\$100,000) Dollars if the following criteria are met:
 - (i) a City-approved reimbursement agreement exists;
 - (ii) an applicant for development entitlements has deposited the full amount of the contract with the City; and
 - (iii) the funds are to be used for development related studies, such as an environmental impact report.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 3, 9-1-2009)

2.20.140 Procurement of services with a value greater than \$100,000.

- (a) *Formal request for proposal (RFP) procedures.* The City shall procure services with a value greater than One Hundred Thousand Dollars (\$100,000) following the procedure prescribed below:
 - (1) *Request for proposals.* The request for proposal (RFP) shall include a general description of the services to be procured, shall include a proposed professional services agreement, and the time and place for submission of proposals. A notice inviting proposals shall be distributed to at least three (3) consultant firms and shall be posted on the City website at least ten (10) days prior to the deadline for submission of proposals. Proposers shall submit sealed/approved electronic-version proposals and shall identify them as proposals on the envelope.
 - (2) *Evaluation of proposals.* All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals will be set forth in the request for proposals and shall include evaluation of which proposer is the most qualified, experienced, and suitable bidder, taking into account price and the other factors stated in each request for proposals. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken into account when

evaluating proposals. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

(3) *Award of contract.* The City Council shall award a contract for services with a value equal to, or greater than, One Hundred Thousand (\$100,000) Dollars.

(b) *Exceptions.* Formal requests for proposals under this section may be dispensed in the following situations:

(1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;

(2) When the services can be obtained from only one source, which has been reviewed and approved in writing by the City Manager;

(3) When, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City; or

(4) When processed through a cooperative purchasing agreement with another public agency whose procurement process is consistent with the provisions of this chapter.

(Ord. 1078 § 3, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 4, 9-1-2009)

Article 4. Purchasing Commodities, Equipment, and General Services

2.20.150 Applicability.

This Article 4 applies to the purchase of commodities, equipment and general services purchased on behalf of the City except for those supplies or materials governed by the California Public Contract Code (see Article 5). The purpose of this Article 4 is to establish efficient procedures for the purchase of commodities, equipment, and general services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases.

(Ord. 1039 § 2 (part), 2002)

2.20.160 Purchases of Commodities, Equipment, and General Services below \$50,000.

For purchases of less than Fifty Thousand Dollars (\$50,000), purchases shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

2.20.170 Purchases of Commodities, Equipment, and General Services from \$50,000 to \$100,000.

(a) *Informal open-market procedure.* The purchase of commodities, equipment, and general services from Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) may be made in the open market, following the procedure prescribed below:

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- (1) *Minimum number of quotations.* Open-market purchases shall, whenever possible or unless otherwise brought before the City Council for approval, be based on at least three (3) quotations and shall be awarded to the lowest responsible quotation.
 - (2) *Notice inviting quotations.* The department making the purchase shall solicit quotations by written (including e-mail) or verbal request to prospective vendors.
 - (3) *Quotations.* Quotations shall be submitted in writing (including facsimile and e-mail) to the department, which shall keep a record of all open-market orders and quotes for a period of six (6) months after the submission of quotes or the placing of orders. This record is open for public inspection.
 - (4) *Award of contracts.* The City Manager is authorized to award a contract of up to One Hundred Thousand (\$100,000) Dollars when the City Council has budgeted funds for the item(s) and the amount of the award is not more than the budgeted amount.

(b) *Exceptions.* The open-market procedure may be dispensed in the following situations:

- (1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;
- (2) When the goods or general services can be obtained from only one source; or
- (3) When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

(Ord. 1039 § 2 (part), 2002)

2.20.180 Purchases of Commodities, Equipment, and General Services of \$100,000 or more.

- (a) *Formal contract procedures.* The City shall purchase commodities, equipment and general services of a value greater than One Hundred Thousand Dollars (\$100,000) following the formal bid procedure prescribed below:
 - (1) *Notice inviting bids.* The notice inviting sealed bids shall include a general description of the articles or general services to be purchased and shall state where bid forms and specifications may be secured, and the time and place for opening bids.
 - (i) *Published notice.* The notice inviting bids shall be posted at least ten days before the date of the opening of the bids on the City's website.
 - (ii) *Bidders' list.* The City shall also solicit sealed bids from responsible prospective suppliers whose names are on the bidders' list.
 - (2) *Bid opening procedure.* Bidders shall submit sealed bids to the City Clerk or designee and shall identify them as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
 - (3) *Rejection of bids.* At his or her discretion, the City Manager, consistent with the Municipal Code and/or State or local law, may reject any and all bids presented, and may re-advertise for bids, or may present bids to the City Council for action.
 - (4) *Award of contracts.* The City Council shall award a contract for the purchase of commodities or equipment or general services with a value of One Hundred Thousand (\$100,000) Dollars or more. A contract shall be awarded to the lowest responsible bidder, except as otherwise provided here.

A contract may be awarded to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract.

- (5) *Tie bids.* If two (2) or more bids received are for the same total amount or unit price and quality, service and delivery being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Manager or City Council may accept the one it chooses, or accept the lowest good faith offer by negotiation with the tie bidders.

(b) *Exceptions.* Bidding under this section may be dispensed with:

- (1) In an emergency;
- (2) When the purchase can be obtained from only one source which has been reviewed and approved in writing by the City Manager;
- (3) When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services.

(Ord. 1078 §§ 4, 5, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1209, §§ 1, 2, 3-1-2016; Ord. No. 1222, § 4, 7-19-2016)

2.20.190 Splitting orders prohibited.

It is unlawful to deliberately split into smaller orders the purchase of commodities, equipment, or general services for a single project for the purpose of evading the competitive bidding provisions of this article. Single project, for purposes of this section, means a single, integrated project or task completed by the City and intended to achieve a single outcome or objective. Multiple purchases of the same commodity or services for different projects, at different locations or for different uses, are not a single project.

(Ord. 1039 § 2 (part), 2002)

2.20.200 Equipment leasing.

- (a) Leasing of purchasable or non-purchasable equipment shall be in accordance with the authority limits set forth in Article 2, depending upon the annual cost of the lease.
- (b) Each contract for the leasing or rental of equipment for the City shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the term of the contract upon not less than thirty (30) days' written notice to the other party.

(Ord. 1039 § 2 (part), 2002)

2.20.210 Inspection and testing.

The City may inspect supplies, equipment, and general services delivered, and determine their conformance with the specifications set forth in the order or contract. A Department Head has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

(Ord. 1039 § 2 (part), 2002)

2.20.220 Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program. A separate agreement memorializing the terms negotiated on behalf of the City by the other public agency shall be executed between the City and the Vendor.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.230 Local vendor preference.

To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, a bid or proposal from a local vendor, as defined in subsection 2.20.030(g), will be tabulated as if it were ten (10%) percent below the figure actually set forth in the bid or proposal to account for the financial advantages accruing to the City by the award of a bid to a local vendor. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of a local preference of ten (10%) percent of the bid or proposal price. The total amount of preference granted in a single bid shall not exceed Three Thousand (\$3,000) Dollars.

(Ord. 1078 § 6, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 5, 9-1-2009)

2.20.240 Use of recycled products.

At the option of the department making the purchase, the bid specifications may include a five (5%) percent price preference to be given to recycled products. If included, the price preference shall be determined based upon the lowest price quoted by suppliers offering recycled products and the maximum amount of the price preference shall not exceed Ten Thousand (\$10,000) Dollars per purchase. Persons submitting proposals or bidding to provide products or services to the City shall be notified of the City's preference for the use of recycled products, including the price preference. Bidders shall be asked to identify in writing to the City the types of recycled materials that will be used and to certify in writing the percentage and contents of recycled material and post-consumer recycled material in the product.

(Ord. 1039 § 2 (part), 2002)

Article 5. Public Projects Subject to the California Public Contract Code

2.20.250 Public project defined.

The term "public project" is defined in subsection 2.20.030(j).

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 6, 9-1-2009)

2.20.255 City engineer approval.

The City Engineer is authorized to approve project design and plans before the City seeks bids on a project. (Reference: Gov't. Code §§830, 835.)

(Ord. No. 1222, § 3, 7-19-2016)

2.20.260 Bidding requirement.

- (a) The City Council authorizes and approves the following bidding procedures for public projects:
- (1) *Informal and formal bidding procedures.* Public projects, as defined by California Public Contract Code section 22002 and in accordance with the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission) shall be let to contract by procedures described in California Public Contract Code section 22030 et seq. For negotiated contracts or purchase orders for public projects falling within the monetary limits of subsection (a) of California Public Contract Code section 22032, the local vendor preference provisions of section 2.20.230 shall apply.
 - (2) *Procedures not established by the act.* When the act does not establish a procedure for bidding public projects, the procedure described in California Public Contract Code section 20160 et seq. shall govern.
 - (3) *Award to low bidder; no bids.* Except as otherwise set out in Chapter 2.20, all contracts must be awarded to the lowest responsible bidder. If two (2) or more bids are the same and lowest, the City may accept the one it chooses. When no bids are received, the City may perform public projects with City employees or through a negotiated contract without further complying with this Code section.
 - (4) *Notice inviting informal bids.* When a public project which is anticipated to fall within the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission) is to be performed, the City shall prepare a notice of the opportunity to bid which describes the project in general terms, states the time and place for the submission of bids and describes how to obtain more detailed information about the project. The City shall mail the notice to all construction trade journals as specified by the Commission in accordance with California Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified at the discretion of the department soliciting bids. Mailing shall be completed at least ten (10) days before bids are due.
 - (5) *Award of informally bid contracts.* The City Manager is authorized to award informally bid contracts as defined in California Public Contract Code section 22032.
 - (6) *Bids exceed informal bidding limit.* If all informal bids received exceed the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission) and the City determines that the cost estimate was reasonable, the City may award the contract at up to the limit described in California Public Contract Code section 22034, subdivision (d), by resolution approved by a four-fifths (4/5) vote of the City Council.
 - (7) *Bid documents for formal bids.* The City Council shall adopt plans, specifications and working details for all public projects which are anticipated to fall outside the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission).
 - (8) *Notice inviting formal bids.* When a public project which is anticipated to fall outside the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended

from time to time by the Commission) is to be performed, the City shall publish a notice inviting formal bids in a newspaper of general circulation as described in California Public Contract Code section 22037. The notice shall also be mailed to all construction trade journals as specified by the Commission in accordance with California Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified, at the discretion of the department soliciting bids. Mailing shall be completed at least thirty (30) days before bids are due.

- (9) *Proprietary product or service.* Notwithstanding subsections (3) and (6), if the product or service is proprietary in nature, such that it can be legally obtained only from a certain contractor(s) pursuant to California Public Contract Code section 3400, the notice inviting informal bids may be sent exclusively to such contractor(s).
 - (10) *Rejection of bids; resolicitation; use of City employees.* If the City intends to reject all bids, it must mail the apparent low bidders a written notice of the City's intent to reject the bid at least two (2) business days prior to the hearing at which the bids will be considered.
 - (11) *After rejecting the bids, the City may:*
 - (i) Abandon the project;
 - (ii) Re-advertise the project; or
 - (iii) Perform the work with City employees, after passing a resolution by a four-fifths (%) majority of the City Council declaring that the project can be performed more economically by City employees.
- (b) *Uniform cost accounting procedures.* Whenever the City uses its own employees to perform a public project valued at or less than the monetary limit described in California Public Contract Code section 22032 (as amended from time to time by the Commission) it must implement the Uniform Construction Cost Accounting Policies and Procedures described in California Public Contract Code sections 22042 et seq. and the Commission's Policies and Procedures Manual.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 7, 9-1-2009; Ord. No. 1209, §§ 3, 4, 3-1-2016)

2.20.262 Design-build.

Notwithstanding the requirements of section 2.20.260, for building construction projects in excess of One Million (\$1,000,000) Dollars, the design-build process set forth in section 22162 of the California Public Contract Code may be used.

(Ord. No. 1138, § 10, 9-1-2009)

2.20.270 Exceptions.

- (a) *Emergencies.* Emergency work necessary to respond to an emergency as defined in this chapter is exempt from formal bidding requirements and instead is subject to the requirements set forth in California Public Contract Code sections 20168 and 22050. The City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager shall report to the City Council, at its next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. Emergency public projects shall

be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Manager and City Attorney. (Reference: California Public Contract Code sections 20168, 22035, and 22050 and Government Code section 8630.)

- (b) *Sole source bids.* If a contract is for a unique product available from only one source so that competitive bidding would be meaningless, the City may enter into a contract without formal bidding. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.
- (c) *Personal and professional services.* Services of lawyers, architects, engineers, land surveyors, artists, accountants, consultants, and similar professionals are exempt from competitive bidding requirements under the California Public Contract Code and instead subject to the requirements of Article 3 of this Chapter.

(Ord. 1078 § 7, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 8, 9-1-2009)

2.20.275 Prequalification of bidders.

- (a) *Purpose.* This section is enacted pursuant to California Public Contract Code section 20101, which authorizes the City to establish a system for prequalification of prospective bidders on public works construction projects.
- (b) *Prequalification of bidders.*
 - (1) The City hereby establishes a system for prequalification of prospective bidders for public works construction projects in excess of the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission). The City may use the prequalification system identified in this section for any public works project that exceeds the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission).
 - (2) The City Engineer or designee is authorized to adopt and apply a uniform system of rating bidders for each project based on:
 - (i) the requirements of California Public Contract Code section 20101; and
 - (ii) the model guidelines and standardized questionnaire created by the State of California Department of Industrial Relations, as modified at the City Engineer's discretion to address the needs of the particular project, or projects, to which they are to be applied.
 - (3) Prequalification of prospective bidders shall be conducted for public works projects that involve the construction, retrofitting, remodeling, renovation or expansion of public buildings, water or wastewater treatment facilities, water works, or require significant specialized experience or expertise, unless the City Engineer or designee determines that it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project. In making his or her determination whether it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project, the City Engineer's or designee's decision shall be supported by one or more of the following reasons:
 - (i) prequalification of prospective bidders is likely to unreasonably adversely affect the cost of the project;

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- (ii) the complexity, scale or cost of the project do not warrant use of this prequalification process;
 - (iii) there is an urgent need, based upon concerns for the health and safety of the public, to pursue the project on an expedited basis;
 - (iv) the particular project is of such a specialized nature that there is a very limited pool of qualified potential bidders, and for this reason the purposes of the prequalification process may be accomplished by use of a bid questionnaire; or
 - (v) the project will not be competitively bid.

Notwithstanding subsection (b)(3) of this section, the City Engineer or designee is authorized to require prequalification of prospective bidders on any public works project or to engage in a program of prequalification of prospective bidders, on public works projects on a recurring basis as provided in California Public Contract Code section 20101.

If prequalification of prospective bidders is required for a particular project, the City Engineer shall determine which bidders are qualified to bid that project based upon the uniform system of rating bidders. If the City Engineer or designee determines any bidder is not qualified to bid a project, the City Engineer or designee shall provide to the bidder written notice that includes the basis for the determination and an identification of any supporting evidence therefor, and an opportunity for the bidder to appeal the determination pursuant to subsection (c) of this section.

(c) *Appeals.*

- (1) Any person aggrieved by a determination made by the City Engineer or designee pursuant to subsection (b) of this section may appeal the determination only by complying with the requirements set forth in this subsection (c). Such an aggrieved person shall be referred to herein as "appellant". Without a timely appeal, the appellant waives any and all rights to challenge the decision of the City Engineer or designee, whether by administrative process, judicial process or any other legal process or proceeding.
- (2) The appellant shall submit a written notice of appeal to the City Clerk (with a copy to the City Attorney), along with a complete written description of all factual and legal bases for the appeal and a deposit in the amount of One Thousand (\$1,000) Dollars, no later than ten (10) calendar days after the City has mailed written notice of the determination made by the City Engineer or designee. Should the appellant prevail in its appeal, the deposit shall be returned to the appellant, and the City shall bear the costs of the appeal. If the appellant does not prevail, the deposit shall be used to pay all costs associated with the appeal. If the deposit is insufficient to pay the entirety of the costs of the appeal, the appellant shall pay the remaining costs within thirty (30) calendar days after the decision. Any failure by the appellant to timely pay any outstanding appeal costs, as required herein, shall be considered by the City in future prequalification proceedings and procurements.
- (3) If the appellant gives the required notice of appeal, provides the necessary deposit, and requests a hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days prior to the last date for the receipt of bids on the project or twenty (20) calendar days following City's receipt of the notice of appeal, whichever is sooner. The hearing shall be an informal process conducted by a hearing officer, who shall be an attorney experienced in public works or construction matters. The hearing officer may be selected by the mutual consent of the appellant and the City. If an agreement cannot be reached regarding the selection of the hearing, the City Attorney shall appoint a hearing officer.
- (4) At the hearing, the appellant and the City shall each be provided an opportunity to be represented by legal counsel and to present or rebut any evidence bearing upon the issues presented in the

appeal. All evidence must be submitted to the hearing officer and the other party within seventy-two (72) hours of the date of the hearing.

- (5) The hearing officer shall consider relevant evidence presented during the hearing and provide a written decision on the appeal to the City and the appellant within one business day after the close of the hearing, provided, however, the hearing officer may also request additional briefing and/or evidence of the parties. The time identified in this section for providing the hearing officer decision may be extended only by consent of the City and the appellant and such an extension shall not affect or require a delay in a scheduled time for opening of bids for any public works project. Failure by the hearing officer to render a timely decision shall be deemed a denial of the appeal.
- (6) The hearing officer's decision shall be final and shall be subject to appeal or review under the appropriate Code of Civil Procedure section(s).

(Ord. 1061 § 2, 2004)

(Ord. No. 1138, § 9, 9-1-2009)

Article 6. Acquisition and Disposition of Interests in Real Property

2.20.280 Leases of real property.

- (a) *City-owned real property.* The City Council shall be the authorizing authority for all leases of City-owned property. Leases of City-owned property shall not exceed fifty-five (55) years unless the procedures contained in Government Code section 37380 are followed.
- (b) *City lease of private property:*
 - (1) Leases with a term of greater than one year and an annual lease payment of Twenty-five Thousand (\$25,000) Dollars or more shall be authorized by the City Council.
 - (2) Leases with a term of less than one year and/or an annual lease payment of less than Twenty-five Thousand (\$25,000) Dollars may be authorized by the City Manager.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1135, § 1, 5-5-2009)

2.20.290 Acquisition of real property.

The acquisition of real property, whether by negotiation, dedication, or eminent domain, shall be in accordance with State law. The limits set forth in Article 2 of this chapter shall apply to acquisitions of real property.

(Ord. 1039 § 2 (part), 2002)

2.20.300 Disposition of real property.

- (a) Procedures for the disposition of real property shall be in accordance with State law, including, but not limited to the Surplus Land Act. In accordance with California Government Code section 65402(a), the City Council hereby determines that the provisions of that section shall not apply to:

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- (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
 - (2) acquisitions, dispositions, or abandonments for street widening; or
 - (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening or alignment projects are of a minor nature.
- (b) The report of the Planning Commission regarding the conformance of a capital improvement project with the general plan made pursuant to California Government Code section 65401 shall also constitute the report required by California Government Code section 65402(a) regarding each acquisition or disposition of real estate, street abandonment or vacation, or public building or structure included in that capital improvement project.
- (c) The disposition of real property shall be by competitive proposals unless the City Council, by resolution, determines other procedures are in the best interests of the City.

(Ord. 1069 § 1, 2004: Ord. 1039 § 2 (part), 2002)

Article 7. Surplus Commodities and Equipment

2.20.310 Surplus commodities and equipment.

Each department shall submit to the Public Works Director or their designee, at such times and in such forms as the Director prescribes, reports showing all commodities and equipment which are no longer used, or which have become obsolete or worn out. The Public Works Director or designee has the authority to sell or otherwise dispose of all commodities and equipment which cannot be used by any department, or which have become unsuitable for City use, or to exchange the same for or trade the same in on new commodities and equipment.

Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. City Manager approval is needed for disposition of commodities and/or equipment when the total estimated value is less than Ten Thousand (\$10,000) Dollars; however, City Council approval is needed if the value is equal to or exceeds Ten Thousand (\$10,000) Dollars. The Public Works Director also has the authority to make transfers between departments of any useable surplus commodities or equipment.

(Ord. 1039 § 2 (part), 2002)

Article 8. Local Hiring Preferences in Public Works Contracts

2.20.320 Findings and Purpose.

- (a) The City Council finds and declares as follows:
- (1) Due to the lack of local jobs, a percentage of the workforce residing in the City must commute long distances to find work, causing increased traffic on state highways, increased pollution, increased use of gas and other fuels, and other serious environmental impacts.

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- (2) Because of the lack of local jobs, many residents of the City must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the hours between school and the parents' return from work outside the area.
 - (3) Absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole, including, but not limited to, increased crime, more frequent and serious injuries, poor homework accomplishments, failing grades, and increased high school dropout rates.
 - (4) The City of Tracy and surrounding areas need an expanding employment base and a local hiring preference in public works contracts, which will benefit the City as a whole.
 - (5) The City spends significant amounts on purchasing personal property and materials, in contracting for services, and in constructing improvements to real property or to existing facilities. The funds used in making those purchases are derived, in part, from taxes, fees, and other revenues of local businesses in the city. To the extent possible, such funds should be placed back into the local economy.
 - (6) The construction industry is a potential path to middle income employment, and is therefore, a crucial opportunity to connect residents with economic opportunities.
 - (7) A local hiring preference in public works contracts will provide job opportunities to City residents, expand the area's employment base, lessen the drain on public assistance resources and reduce the impacts on the environment caused by the high unemployment and long commuting times to jobs outside the area.
- (b) The purpose of this article is to ameliorate the foregoing by:
- (1) Increasing the local workforce base by decreasing unemployment and thereby enhancing and retaining job skills; and
 - (2) Increasing local spending power, which will result in a stronger, more self-reliant economy.

2.20.330 Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this Article 8 shall have the following meanings:

- (a) "Construction work hours" means the total hours worked on a public works contract by qualified individuals, whether those individuals are employed by a contractor or subcontractor.
- (b) "Contractor" means the following:
 - (1) Any person or entity who submits a bid to the city for a public works contract; and/or
 - (2) Any person or entity who provides labor and/or materials for the city pursuant to a public works contract.
- (c) "City" means the City of Tracy.
- (d) "Days" means calendar days unless otherwise specified.
- (e) "Local resident" means, for purposes of this Article 8 only, an individual who is legally domiciled in the City of Tracy and surrounding areas (as set out below) immediately preceding the date of the notice of solicitation or bid advertisement by the City. An individual's domicile is his or her one and only true, fixed and permanent home and principal establishment. An individual shall verify his or her domicile upon request of the contractor or City by producing satisfactory documentation such as a rent/lease agreement, utility bills, a valid state-issued driver's license or identification card, or any other similar and reliable evidence. For the purpose of this Article 8 only, the residents from the following ZIP codes

are considered to be a Local Resident: 95376, 95377, 95391, 95304, 95330, 95206, 95234, 95231, 95203, 95202, 95204, and 95205.

- (f) "Public Works contract" has the same meaning as set forth in Section 1101 of the California Public Contracts Code, as amended or supplanted, and as set out herein in Section 2.20.030(j).
- (g) "Qualified individuals" means any and all skilled and unskilled workers, including but not limited to work site foremen, journeymen, technical engineers, apprentices, construction trainees, and construction helpers. Qualified individuals also include any and all other workers appropriate for construction activities regardless of level of skill.
- (h) "Subcontractor(s)" means any person or entity that assumes by secondary contract some or all of the obligations of a contractor.

2.20.340 Requirements for Contractors.

- (a) Every Contractor submitting a bid to the City for a Public works contract shall agree to make a good faith effort to hire qualified individuals who are Local Residents in sufficient numbers so that (with respect to such Public works contract) no less than fifty (50) percent of the total construction workforce, including any subcontractor workforce, measured in construction work hours, is comprised of Local residents.
- (b) A "good faith effort" means a Contractor will take the following or similar actions to recruit and maintain Local residents as part of the construction workforce:
 - (1) Contact local recruitment sources to identify qualified individuals who are Local Residents;
 - (2) Advertise for qualified individuals who are local residents in trade papers and at least (1) newspaper of general circulation within the City or the County of San Joaquin, unless time limits imposed under the applicable Public works contract relative to the commencement and/or completion of work do not permit such advertising;
 - (3) With respect to any portion of a Public works contract to be performed by a Subcontractor, identify Subcontractors whose workforce includes qualified individuals who are local residents; and
 - (4) Develop a written plan to recruit Local Residents as part of the construction workforce.
- (c) Every Contractor shall complete and sign under penalty of perjury a certification of good faith effort to hire Local Residents, on the form provided in the City's bid package, and shall submit the same with its sealed bid no later than the date and time of the bid opening.
- (d) A Contractor shall include in each and every subcontract relating to a Public Works contract, a provision whereby the subcontractor agrees to make a good faith effort to hire qualified individuals who are Local Residents. A Contractor shall be responsible for a subcontractor's compliance with the provisions of this article.
- (e) The purchasing agent or designee shall prescribe rules, regulations, or procedures relating to the application, administration, and interpretation of the provisions of this Article 8. Such rules, regulations, and procedures shall be consistent with the provisions of this Article 8 and may specify details and forms to be used.

2.20.350 Requirements for Subcontractors.

Each Subcontractor for work, laborers or materialmen relating to a public works project subject to this article shall, in its contract with the prime contractor, promise to make a good faith effort (as defined in Section 2.20.340) to hire qualified individuals who are Local Residents and to maintain documentary evidence of such actions.

2.20.360 Workforce Development Preference.

There shall be a five (5) percent (5%) preference during the procurement process awarded to Contractors that can and do certify under penalty of perjury at least thirty (30) percent (30%) of the workforce on a project are and will continue to be throughout the full duration of the project Local Residents within the meaning set out herein in Article 8.

2.20.370 Hiring discretion.

This Article 8 does not limit the Contractor's or the Subcontractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 8 shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

2.20.380 Nonresponsive bids.

The City may declare a bid to be nonresponsive under the provisions of this Article 8 for good cause including, but not limited to, the following circumstances:

- (a) If a Contractor fails to complete and sign under penalty of perjury the certificate of good faith effort to hire Local residents and/or fails to submit the same with its sealed bid no later than the date and time of the bid opening; or
- (b) If a Contractor, or a Subcontractor listed by a Contractor, fails to comply with the good faith effort requirements set forth in Sections 2.20.340 and 2.20.350; or
- (c) If it is determined that a Contractor knowingly or recklessly submits false information in order to obtain the workforce development preference noted herein in Section 2.20.360.

2.20.390 Required documentation.

During its performance of a Public Works Contract, a Contractor, and Subcontractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent and temporary employees. A Contractor shall require each subcontractor performing work pursuant to a Public Works Contract awarded by the City to the Contractor to maintain records of the same information for the Subcontractor's workforce and shall require each Subcontractor to provide a copy of such records to the Contractor upon the Contractor's request. A Contractor shall make the records and documents set forth in this section available to the City, upon written request, within five (5) business days.

2.20.400 Forms and documents submitted under penalty of perjury.

All forms and documents required under this article shall be attested to as true as to the information set forth therein and shall be submitted under penalty of perjury.

2.20.410 Monitoring and Penalties.

At least every ninety (90) days during the term of a project (or at any juncture at its sole discretion), the City may monitor and investigate compliance of any Contractor and/or Subcontractor with respect to the requirements of this article. The City shall have the right to engage in random inspections of job sites, subject to construction schedule and safety concerns. Each Contractor and Subcontractor shall allow representatives of the City, in the performance of their duties, to engage in random inspections of job sites and to have access to the employees of the contractor and subcontractor and the records required to document compliance with this article. The City, by

and through the City Manager (or her/his designee) shall establish a procedure or policy for City monitoring of compliance with this article and to address allegations of noncompliance. The City shall have sole authority over the administration of this article. Violations of this article shall be subject to a penalty consistent with Chapter 1.04 of the Tracy Municipal Code. Moreover, a violation of Sections 2.20.340, 2.20.350, 2.20.360, or 2.20.380 may be referred to the District Attorney's Office or City Attorney's Office for prosecution.

2.20.420 Exclusions and Exceptions.

The provisions of this Article shall not apply under any of the following circumstances:

- (a) When a state or federal law or regulation applicable to a particular public works contract prohibits a local hiring requirement;
- (b) When the City determines (by the City Manager or her/his designee), in accordance with the requirements of this code or applicable state law, that a contract is necessary to respond to an emergency which endangers the public health, safety or welfare; or
- (c) When the City determines (by the City Manager or her/his designee) that a suitable pool of qualified individuals who are Local Residents does not exist for a specific Public works contract.



Amend Chapter 2.20 of the Tracy Municipal Code, Purchasing and Contracts

January 20, 2026

Chapter 2.20 of Tracy Municipal Code

- Governs contracting and purchasing processes
- Last updated February 2020
 - Authorized electronic signatures
 - Expanded use of cooperative purchasing agreements
- Proposed changes are the result of a comprehensive review of the code.
- Reflects modernization and ensures consistency with current best practices





Think Inside the Triangle™

Key Changes

- Revisions to contract signature authority
- Procedures for formal and informal Requests for Proposals (RFP's)
- Authority to dispose of surplus commodities and equipment
- Updated definitions for better understanding



Think Inside the Triangle™

Contract Authority

Code	City Official	Current Authority*	Proposed Authority
2.20.100	Department Head (including Assistant City Manager)	\$25,000	\$50,000
2.20.095	City Attorney	\$100,000	\$100,000
2.20.090	City Manager	\$50,000	\$100,000
2.20.080	City Council	\$50,001	\$100,001 +

*Current authority was established in 2002



Think Inside the Triangle™

Purchasing Commodities, Equipment and General Services

Code	Process	Current	Proposed
2.20.160	Purchase Order	\$25,000	\$50,000
2.20.170	Informal Written Quotes	\$25,000 - \$50,000	\$50,000 - \$100,000
2.20.180	Formal Bid Procedures	\$50,000 +	\$100,001 +

*Current threshold was established in 2002



Think Inside the Triangle™

Surplus Commodities & Equipment

Code	City Official	Current	Proposed
2.20.310	City Manager	\$2,000	\$10,000
2.20.310	City Council	\$2,001 +	\$10,001 +

*Current threshold was established in 2002



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Article 8 – Local Hiring Preferences in Public Works Contracts

- Article 8 is a new addition to the code.
- Establishes the City's process for promoting job opportunities for Tracy residents and supporting the growth of the local employment base.



All proposed changes to chapter 2.20 can be found in Attachment A to the staff report, which is a redline version of the code.



Thank you



Agenda Item 4.A

RECOMMENDATION

Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the Ten-Year Economic Development Strategic Plan.

EXECUTIVE SUMMARY

The City of Tracy's Economic Development Division continues making measurable progress toward the strategies, goals, and actions outlined in the [Ten-Year Economic Development Strategic Plan \(EDSP\)](#). Through targeted marketing and business attraction, small business engagement, proactive partnerships, and community and housing initiatives, the Division has achieved tangible results that strengthen Tracy's economy and improve quality of life.

In 2025, Economic Development efforts yielded visible results, including increases in service levels due to hiring new staff, new retail investments like Trader Joe's, discussions on healthcare expansion with Sutter Health, expanded marketing efforts, and the successful renewal of the Downtown Tracy Community Benefit District, which promotes downtown investment, revitalization, and tourism. Together, these actions reinforce Tracy's position as a business-friendly city and a smart place to invest and live.

BACKGROUND AND LEGISLATIVE HISTORY

The [EDSP](#), adopted by the City Council in 2023, guides the City's economic development initiatives across four key strategies. Each key strategy has goals and actions that align with the City Council's Strategic Priority for Economic Development to enhance the city's competitiveness and grow a strong, diverse economy. The EDSP strategies include:

- Organizational Capacity
- Diverse and Resilient Economy
- Real Estate and Development
- Quality of Life and Place

The Economic Development Division functions within the Community & Economic Development Department (CED). The division works closely with Planning, Building Safety, and Development Engineering Divisions to ensure smooth development processes for businesses, real estate professionals, and investors. This structure enables City staff to respond promptly to business needs, oversee complex development projects, and pursue multiple strategic initiatives.

The Division is comprised of three business units:

- Economic Development
- Real Property
- Federal Grant Administration

The work within these units encompasses strategic marketing and partnerships at the regional, state, and national levels to raise Tracy's profile. It includes business recruitment, retention, and expansion, as well as workforce development and revitalization efforts for commercial corridors and the downtown area. The Division manages the City's real estate assets, supporting land transactions, site readiness, and strategic reuse of publicly owned assets that generate revenue for the City. The Division also oversees two federally funded grant programs – the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME) - which assist our most vulnerable populations. The achievements highlighted in this report showcase these efforts in action.

DISCUSSION

Key Strategy 1: Organizational Capacity

Organizational Capacity focuses on building internal resources and cross-departmental coordination to deliver high-quality, responsive service. It also focuses on the expansion and enhancement of regional collaboration. Goals under this strategy include increasing internal capacity to increase economic development services within Tracy and collaborating with regional partners to support business growth and expansion. These capacity-building efforts align with the EDSP's focus on creating the internal systems needed to support business attraction, small business services, and partnership development.

Increases to Organizational Capacity

Over the past year, the Division's capacity has expanded with the addition of new Economic Development staff that include two (2) Economic Development Analysts and one (1) Administrative Technician. This investment has increased service levels across all programs—allowing for more proactive business outreach, faster response times for development inquiries, and improved coordination of marketing, small business, and community engagement initiatives. Enhanced staffing aligns with the strategy's goals and actions, enabling the Division to sustain its momentum and deliver measurable progress on Council priorities. Increased staff visibility through business walks, chamber events, and direct outreach has helped reinforce the City's reputation as responsive and business-friendly.

State, Regional, and Local Partners

The City of Tracy partners with a wide range of state, regional, and local organizations to promote business growth, workforce development, sustainability, and community prosperity. Collaborations with TeamCalifornia, San Joaquin Partnership, and iHub San Joaquin boost Tracy's visibility and align local efforts with statewide economic goals. Locally, the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) strengthen small business support and downtown vitality, while partnerships with San Joaquin County WorkNet, San Joaquin Delta College, and the Volt Institute expand workforce training and talent pipelines. The City also collaborates with the San Joaquin Small Business Development Center (SBDC) to assist entrepreneurs, GO-Biz to connect with state investment programs, and BEAM Circular to promote circular-economy initiatives. Collectively, these partnerships improve Tracy's ability to attract investment, support small businesses and employers, and develop a resilient economy.

Key Strategy 2: Diverse and Resilient Economy

A Diverse and Resilient Economy emphasizes business attraction, retention, and investment in sectors that strengthen Tracy's long-term economic stability. Identified goals under this strategy that staff have been able to accomplish and incorporate into their work plan include efforts to reignite conversations with healthcare providers to expand access to healthcare and leverage the City's "Inside the Triangle" brand to increase regional and national awareness of Tracy's value proposition. These actions directly support the EDSP objective of broadening Tracy's economic base while staying responsive to the needs of residents and businesses. Actions supporting these goals are highlighted below.

Expanding Access to Healthcare

Reengaging with Sutter Health and other healthcare providers about the expansion of healthcare services in Tracy is a warranted goal. Data from the 2025 San Joaquin County Community Health Needs Assessment identified portions of Tracy as having Priority Neighborhoods with increases in the poverty rate since 2022 and higher rates of death for heart disease, cancer, COVID-19, stroke, and Alzheimer's compared to the county rate. This demonstrates the importance of enhancing access to healthcare in Tracy. An action identified under this goal is the identification of a sector champion to lead conversations surrounding this need.

CED has been identified as the sector champion, and this goal has been met by reconnecting with Sutter Health to explore the possibility of a new regional healthcare facility at the Lammers Road site. In furtherance of this goal, CED staff assessed the zoning and infrastructure for the site on behalf of Sutter Health, reaffirming the City's commitment to a straightforward and efficient approval process. Sutter Health has already expanded in Tracy with the recent opening of the Valpico Road clinic. Sutter Health continues to evaluate Tracy as a potential location for other healthcare facilities.

A partnership with a healthcare provider like Sutter Health to expand healthcare services, address local healthcare gaps, and create high-wage jobs, while attracting private investment. Economic Development staff will continue conversations with Sutter Health, as well as other service providers, to increase access to healthcare in Tracy.

Marketing and Branding

Marketing is a significant component in raising the City's brand. Actions identified under this goal include enhancements to the Economic Development webpage, with a focus on site selection, and ensuring that local small businesses are made aware of available programs and resources. Improvements to the webpage are underway and will continue, with the posting of available sites for lease or purchase. Small businesses are made aware of the availability of programs and resources through several City communication platforms, including links on the webpage, social media postings, featured articles, newsletters, and email blasts. Collectively, these increased marketing efforts address the two identified actions meeting this goal. The Economic Development Division has not stopped here, however, as it has made additional significant efforts to increase marketing efforts to raise the City's brand by reaching broader audiences than before.

Since introducing new marketing strategies in December 2024, the City of Tracy's Economic Development Division, in partnership with the City's Communication Division, has achieved measurable progress across all outreach channels. Enhanced staffing and data-driven content have significantly increased visibility, engagement, and community response. Social media reach grew from a few thousand views in early 2024 to tens of thousands in 2025, with milestone posts, such as the Trader Joe's grand opening and the Sprouts Farmers Market groundbreaking announcement, reaching up to 44,000 people. Newsletter engagement also improved, with open rates rising to 38%. The Think Inside the Triangle website now attracts more than 12,000 users and 20,000 page views per quarter, with growing interest from regional markets, including San Jose, Sacramento, and Los Angeles. External exposure expanded through ad placement in the Tracy Press Celebrate Tracy edition and [San Joaquin Livability Magazine](#), extending Tracy's reach to residents, business professionals, and site selectors. These results reflect a clear shift from limited visibility in early 2024 to strong, sustained growth in 2025, demonstrating alignment with City Council priorities and the EDSP, and reinforcing Tracy's position as a competitive community for investment.

Conferences, Trade Shows, and Events

Economic Development staff actively participated in a range of regional, state, national, and international conferences, tradeshow, and events throughout 2025, advancing Tracy's visibility, partnerships, and investment opportunities. Attendance at events such as the ICSC Las Vegas Conference, Site Selectors Guild Annual Conference, and SelectUSA Investment Summit connected staff directly with national retailers, corporate site consultants, and foreign investors, showcasing Tracy's strengths as a business-

friendly and strategically located community. Participation in the Entertainment Experience Evolution, Main Street Now, and CALED Annual Conference provided valuable insights into placemaking, downtown revitalization, and small business engagement. Additionally, regional involvement in events such as the 2025 State of the City, the iHub San Joaquin Innovation Summit, IAMC Spring Forum, and Tracy Chamber of Commerce networking events strengthened relationships within the logistics, innovation, and local business sectors. Collectively, these engagements support the EDSP goals while emphasizing the Division's visibility and proactive engagement — building relationships, identifying opportunities, and keeping Tracy at the forefront of economic development discussions.

Business Attraction

Over the past year, the Economic Development Division and The Retail Coach, a retail attraction subject matter consultant, have engaged more than 30 national and regional brands, resulting in multiple active prospects and new commitments. Recent highlights include potential advancement of projects like Firehouse Subs, Dutch Bros. Coffee, Chick-fil-A, Raising Cane's, Steak 'n Shake, Qdoba, and several family entertainment concepts. Additional discussions with WSS, Dick's Sporting Goods, Jimmy John's, and Philips Edison demonstrate continued interest in Tracy's trade area and reinforce the city's growing reputation as a business-friendly, high-demand market.

Tracy continues to experience strong momentum in business attraction, with new retailers, restaurants, and entertainment uses actively pursuing locations in the city. The City successfully attracted two nationally recognized specialty grocers, Trader Joe's and Sprouts Farmers Market, fulfilling a longstanding community demand. Trader Joe's opened in early 2025, revitalizing a previously vacant building and energizing the mall area. Sprouts Farmers Market is under construction at Ellis Village Center, creating more jobs and expanding access to healthy food options.

While the West Valley Mall continues to face challenges, with high vacancy rates contributing to Tracy's overall retail vacancy, staff have proactively engaged with ownership to encourage reinvestment and highlight new market activity such as the Trader Joe's project. Despite these challenges, Tracy's retail and entertainment recruitment efforts are producing tangible results, directly advancing City Council Strategic Priorities and the EDSP by diversifying amenities, responding to resident demand, and strengthening the city's long-term economic vitality. Staff will continue to meet with the mall's ownership, explore interim activation opportunities, and position the area for future reinvestment consistent with the EDSP's reuse strategies.

Business Retention and Expansion

Supporting small businesses remains a fundamental role of the Economic Development Division and a key element of Tracy's long-term economic health. The Division aims to build a resilient local business environment through proactive outreach, strong

partnerships, and responsive services. Staff work directly with business owners to understand their needs and opportunities, using insights from retention visits and the Small Business Survey to develop future incentive programs and technical support, including the Grow Tracy Fund.

In 2025, staff helped over 350 local businesses through business walks, technical assistance, and permitting guidance, while maintaining a visible presence at the Tracy Chamber of Commerce and community events. Feedback from surveys and outreach meetings is guiding the development of new incentive programs, which will be presented to the Council for consideration in 2026. These efforts are bolstered by ongoing collaboration with regional partners and responsiveness to community concerns, including those related to the West Valley Mall and other commercial areas. Overall, they reflect the City's dedication to maintaining a business-friendly environment where local businesses can thrive, grow, and contribute to Tracy's expanding economy.

The Economic Development Division conducted the Tracy Small Business Survey in 2025 to strengthen connections with local businesses and gain a better understanding of their priorities. The survey collected feedback from a diverse range of companies across the retail, service, manufacturing, and professional sectors. This engagement underscores the City's commitment to listening to its business community and ensuring that programs remain responsive, data-informed, and aligned with Council priorities. Survey insights are provided below and are guiding the Division's upcoming initiatives to inform the design of new incentive programs that address key local needs.

Survey results show that Tracy's small businesses are optimistic about the City's long-term growth, citing its strong location, customer base, and business-friendly environment. Top needs identified include marketing support, workforce development, and access to capital. Common challenges include rising costs, staffing shortages, and navigating permits and licensing requirements. Respondents also expressed interest in learning more about City programs, incentives, and regional partnerships, such as those with Delta College and the SBDC. They also highlighted priorities for improved communication, expanded networking, and increased visibility for local business success stories.

An incentive program is already underway that addresses a need for access to capital, as identified in the survey results. The Economic Development team is collaborating with the Grow America Fund to relaunch the Grow Tracy Fund, a program designed to stimulate local economic growth, create jobs, and enhance the business community by increasing access to capital for startups and existing businesses. The fund will provide federal SBA 7(a) loans to qualifying borrowers. Although the program's launch is temporarily postponed due to the federal government shutdown, staff continue preparations to ensure a smooth rollout once operations resume.

Key Strategy: Real Estate and Development

The Real Estate and Development strategy focuses on adaptive reuse and targeted reinvestment to revitalize underperforming and underutilized properties. This approach involves evaluating priority development areas, guiding strategic land use, and aligning infrastructure investments to enhance site readiness for commercial, industrial, and mixed-use projects. Because many of the actions in this strategy are identified as medium-to long-term (two to five years or more), progress at this stage is limited, as the current update emphasizes short-term initiatives (one to two years). Staff will provide additional updates in future reports as these longer-term actions advance through planning and implementation.

Real Property

Notwithstanding this, the Economic Development Division has made significant progress in Real Property by managing the acquisition, disposition, and leasing of City-owned assets. A key accomplishment this year is the development of a comprehensive inventory of all City-owned properties, which remains underway. This inventory can serve as a foundation for informed asset management. The Division is optimizing leases and identifying new revenue opportunities through the negotiation of multiple telecommunications agreements while ensuring that each property serves its highest and best purpose — including the Westside Market, which is currently under review for disposition. Through the development of updated real property policies and procedures, the City is enhancing operational efficiency, strengthening its fiscal foundation, and advancing the EDSP goal of maximizing the value of public assets.

Key Strategy: Quality of Life and Place

Quality of Life and Place encourages advances in placemaking enhancements and cultural amenities by improving the aesthetic appearance of Tracy's main entrances and strengthening tourism through continued promotion of the arts, music, festivals, and sports and leisure activities. A key action in supporting this strategy and its goals is for the City to support the TCCA in adopting Main Street Program principles.

Downtown Tracy Community Benefits District

Economic Development helped TCCA implement a core principle of the Main Street Program by focusing on the adoption of a Property-Based Improvement District (PBID) and developing a Downtown District Management Plan. The City Council approved the renewal and expansion of the Downtown Tracy Community Benefit District (DTCBD) for a new 10-year term under the PBID Law of 1994. The renewed district includes 118 parcels and 70 property owners in the downtown area. The District Management Plan highlights key benefit areas, such as District Identity, Civil Sidewalks, Administration, and Contingency. The PBID generates approximately \$295,000 annually for maintenance, beautification, marketing, and event programming, supporting the goals of

this strategy. This fosters economic revitalization and attracts new businesses. Ultimately, renewing this PBID will create a more vibrant, welcoming, and competitive business district that benefits the entire community and enhances tourism.

CDBG and HOME Grant Programs

Another contribution to Quality of Life and Place includes the Division's management of the CDBG and HOME grant programs. These federal programs, administered by the U.S. Department of Housing and Urban Development and distributed through San Joaquin County, provide annual funding to support housing, public services, and community infrastructure that benefits low-and moderate-income residents. The Division conducted a community survey to establish local priorities, which were subsequently adopted by the City Council, ensuring that grant applications and allocations align with community needs and City Council goals. Survey responses identified top needs across public services, public facilities, and housing activities, emphasizing programs that expand affordable housing, improve accessibility, and support vulnerable populations. The City awarded CDBG and HOME funds to local and regional nonprofit partners this year, supporting public services and capital projects that address community priorities and improve the quality of life for Tracy's vulnerable populations.

Taken together, the accomplishments in this report demonstrate that Economic Development is implementing the EDSP in a thoughtful, community-centered manner, attracting new investment, supporting existing businesses, revitalizing downtown, and collaborating with partners to produce visible results. This approach keeps staff engaged in the community, responsive to business needs, and focused on creating a thriving and expanding business environment in Tracy.

FISCAL IMPACT

This is an informational update with no fiscal impact on the current operating budget.

STRATEGIC PLAN

This item supports the City Council Strategic Priority for Economic Development and the strategies identified in the EDSP.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommend that the City Council receive this informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the EDSP.

Agenda Item 4.
January 20, 2026
Page 9

Prepared by: Jorge T. Barrera, J.D., Economic Development Manager

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

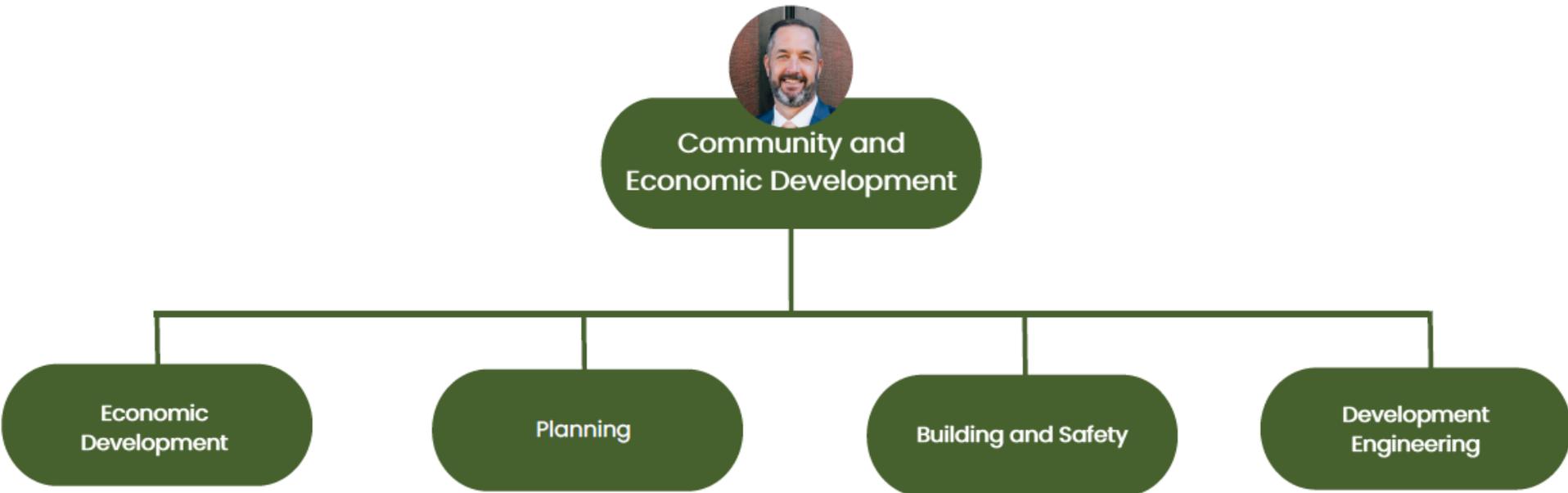
Approved by: Midori Lichtwardt, City Manager



City of Tracy Economic Development Update

January 20, 2026

CED Department



Division Business Units

Economic Development

- Marketing
- Business Attraction
- Business Retention
- Business Expansion

Real Property

- Acquisition
- Disposition
- Lease

Federal Grant Programs

- Community Development Block Grant (CDBG)
- Home Investment Partnership Program (HOME)



Think Inside the 'Triangle'

Economic Development Team



JORGE T. BARRERA, J.D.
ECONOMIC DEVELOPMENT
MANAGER



SHEENA STEPHENS
ECONOMIC DEVELOPMENT
ANALYST



ALEXANDRA PINEDA
ECONOMIC DEVELOPMENT
ANALYST



ISABEL ESPINOSA
ADMINISTRATIVE
TECHNICIAN



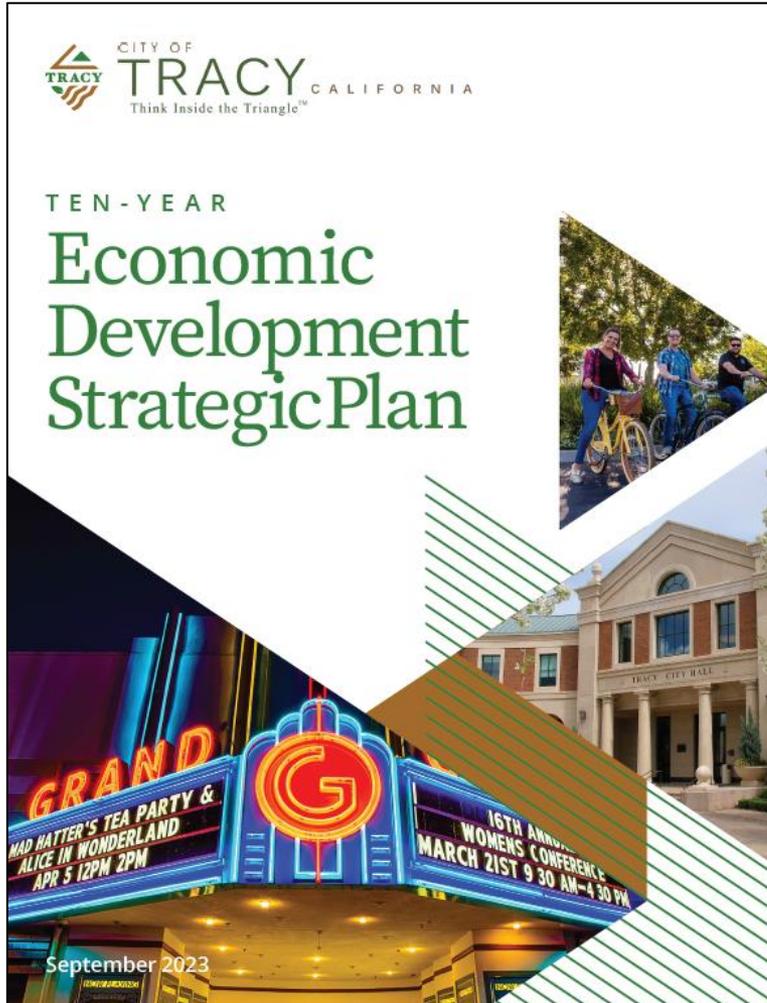
City Strategic Priority

ECONOMIC DEVELOPMENT

To enhance the competitiveness of the City while further developing a strong and diverse economic base



A Vision for Economic Development



KEY STRATEGIES

- Organizational Capacity
- Diverse & Resilient Economy
- Real Estate Development
- Quality of Life & Place



Think Inside the Triangle™



Think Inside the Triangle™

Target Clusters

- **Community**
 - Healthcare Services
 - Educational Services and R&D

- **Advanced Manufacturing**
 - Semiconductors
 - Electric Vehicle Components

- **Technology**
 - Computer Systems Design
 - Data Processing
 - Related Services

- **Professional Services**
 - Insurance Services
 - Architectural & Engineering Services
 - Management, Scientific, & Tech Consulting



Think Inside the Triangle™

Short Term Priorities

Division Administration

- General Administration
- Capacity Building
- Program Development

Business Retention & Expansion

- Program Development & Implementation

Attraction

- Webpage Enhancements – Site Selection

Marketing

- Workforce Development
- ED Website Improvements

Workforce Development

- Program Awareness

Healthcare

- Industry Engagement

Downtown

- Main Street Program

Quality of Life

- Branding, Landscaping, Signage, & Wayfinding

Social Equity

- Neighborhood Disparities Assessment

Demographics

99,540

Population

\$122,945

**Median Household
Income**

\$684,835

**Median
Home Value**

36.6

Median Age

88%

Diversity Index

131

**Wealth
Index**

39.1%

**Higher Education
Index**



Think Inside the Triangle™

New Businesses



Trader Joe's Grand Opening



Organizational Capacity

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration



GOAL 1 Increase capacity to deliver economic development services within Tracy.

GOAL 2 Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.



Think Inside the Triangle™

Organizational Capacity

Accomplished:

- Key recruitments
 - Two Economic Development Analysts I/II
 - Administrative Technician
- Customer Relationship Management (CRM) Software
- Increased collaboration with State, regional, and local partners

Underway:

- Program development
- Existing vacancy under review



TRACY JOIN OUR TEAM TODAY!

ECONOMIC DEVELOPMENT ANALYST I/II

Scan the QR Code to learn more or apply now!

WHAT YOU'LL DO

The incumbent will assist in implementing strategic priorities for economic development, including programs that support marketing and business attraction, retention, and expansion. The position will also help expand retail and commercial amenities throughout the city and pursue new opportunities to grow industries like advanced manufacturing, technology, healthcare, and education.

Join a fast paced and dynamic team that is dedicated to supporting and growing Tracy's economy and helping to create economic opportunities for all.

WHAT WE NEED

Economic Development Analyst I/II: Equivalent to a bachelor's degree in marketing, communication, business, public administration, or a closely related field.

Economic Development Analyst I: Two (2) years of experience performing administrative and technical duties related to economic development, including marketing, and administering economic development projects.

Economic Development Analyst II: Four (4) years of experience performing administrative and technical duties related to economic development at a level equivalent to the City's class of Economic Development Analyst I, two (2) years of which must have been in a municipal or public sector setting.

WHAT YOU WANT TO KNOW

\$87,376 - \$122,134 Annually

9/80 Schedule
Open to Hybrid Schedule

Great benefits like tuition reimbursement, CalPERS, paid leave/vacation, contributions to health insurance, and more!

The eligible list created from this recruitment will be used to fill two (2) vacancies in the department.

Application Deadline
October 2, 2024

Oral Board interviews are tentatively scheduled for the week of October 14, 2024.

WORK INSIDE THE TRIANGLE.

The City thrives on a commitment to empower employees and a pledge to nurture their growth and support their potential. Every day, we strive to serve, develop and inspire our people, weaving professionalism and opportunities with the rhythm of work-life balance. Come, meet the team, and discover the wonder that awaits you. Learn more about our organization by visiting our website!

Info: To apply and view the complete job description requirements and benefit information, please visit www.cityoftracyjobs.com. A limited number of applicants that best meet the need of the City will be invited to participate in the selection process.

The City of Tracy has the right to modify the selection process at any time. The City of Tracy is an Equal Opportunity Employer. If you have any questions regarding this recruitment process, please contact the HR Analyst listed below.

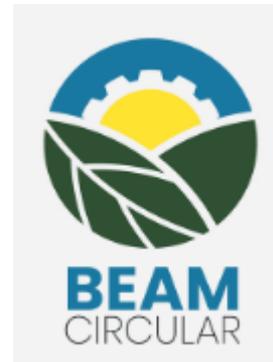
(209) 831-6172
arielle.vanoy@cityoftracy.org

www.cityoftracy.org

333 Civic Center Plaza
Tracy, CA 95376



State, Regional & Local Partners



Expanding Healthcare Access

Tracy Healthcare Overview

- Parts of Tracy are identified as Priority Neighborhoods with higher poverty and mortality rates
- Gaps: Behavioral health, emergency, and specialty care access

City and Sutter Partnership

- CED serving as Sector Champion
- Reengaged Sutter Health (July 2025) to advance a new facility at Lammers Road
- City evaluated infrastructure and zoning
- City committed to streamlined review and permitting process

Next Steps

- Continue collaboration with Sutter and other providers
- Explore incentives to attract medical specialists and expand care access



Sutter Health's Chief Medical Officer and Vice President of Strategy discuss Tracy's healthcare needs with Jorge Barrera, Tracy's Economic Development Manager



Think Inside the Triangle™

Conferences, Trade Shows & Events



- Entertainment Experience Evolution 2025 Conference
- Site Selection Guild Annual Conference 2025
- 23rd World Korean Business Convention
- 2025 Select USA Investment Summit
- 2025 Main Street Conference Now
- Regional and Community Events
- CALED Annual Conference 2025
- IMAC 2025 Spring Forum
- 2025 ICSC Las Vegas
- 2025 State of the City



WKBC USA





Think Inside the Triangle™

2025 State of the City



Mayor Dan Arriola and NBC's "The Voice" Contestant Ricardo Moreno

Marketing Analytics

Marketing Baseline – Early 2024

- Limited engagement
- Posts reached 700-1,800 people
- Fewer than 20 interactions
- Minimal visibility and impact

Social Media Highlights - 2025

- Trader Joe's
 - Reached 19,000+ people
 - 430+ engagements
- Sprouts Groundbreaking
 - Reached 44,000+ people
 - 450+ engagements



Sprouts Farmers Market Groundbreaking 2025

Marketing Analytics



ECONOMIC DEVELOPMENT NEWSLETTER Quarter 2 • 2025

In this Edition:

- Share your challenges and priorities in our Business Surveys
- Welcome Tracy's new Trader Joe's
- Get up-to-date on recent Economic Development events
- Utilize the new SJC WorkNet hub
- Learn about the H2O Hackathon
- Recap the 2025 State of the City Address

City Updates

Participate in Tracy's Small Business Survey

The City of Tracy's Economic Development Division is conducting two Business Surveys to better understand the current challenges and priorities of Tracy's locally owned and operated business community. To ensure we capture a complete picture of the community, two separate surveys are available: one specifically for Downtown businesses and another for small businesses throughout the rest of the City. To take the surveys, visit the [City's website](#) or use the QR Codes below.

[Downtown Business Survey](#)

[Small Business Survey](#)

Website Analytics – Q2 2025

- 12,000 users
- 20,000+ pageviews
- 31.6% engagement
- Key Pages
 - Permits & Licenses
 - New Development activity (65%+ engagement)

Newsletter Performance

- Q1 2025: 36% open, 1.7% click
- Q2 2025: 38.3% open, 5.2% click

External Placements

- Celebrate Tracy
 - 10,000+ reach
- SJ Livability Magazine
 - National audience



Think Inside the Triangle™

San Joaquin Livability Magazine

LIVABILITY [.com/san-joaquin-county](http://www.cityoftracy.org/san-joaquin-county)

2024

San Joaquin County

CALIFORNIA

DEEP ROOTS

Family ventures grow for generations among fertile and abundant vineyards

*Skill Up
with New
Programs*

Discover

A quick-start guide to the communities that make up the region

The Track to Success

REGION BOASTS AN INTERMODAL EDGE, SO INDUSTRIES CAN SHIP FASTER AND GO FURTHER

Sponsored by the San Joaquin Partnership



City of Tracy Community & Economic Development Delivers Business-Friendly Services

The City of Tracy's Community and Economic Development Department is dedicated to serving our business community more effectively with a convenient one-stop shop for local businesses. Visit CityOfTracy.org to learn more about our services.

ECONOMIC DEVELOPMENT

The Economic Development Division promotes commercial, industrial, and office development within the City to create a diversified and sustainable economic base for the community. Centrally located with access to major markets, our area offers a skilled workforce, business incentives, and a vibrant quality of life. For friendly and expert-level support, visit ThinkInsideTheTriangle.com.



PLANNING & ZONING

Tracy's Planning Division is responsible for implementing policies that affect the City's physical development and community character. The Planning Division provides front counter service for drop-ins and meetings and is available by phone and email to assist you with any planning and zoning-related questions.

BUILDING SAFETY

The Building Safety Division is committed to enhancing the safety of Tracy's residents through our professional and technical services. We've adopted a digital approach to reviewing plans and issuing building permits, making the process more efficient. We're proud to offer our community the best customer service.



NEW DEVELOPMENT ENGINEERING

Tracy's Development Engineering Division streamlines private and public development by providing plan reviews and permit processing for residential, commercial, and industrial developments to ensure projects meet City standards. The Division enables the safe, responsible, and timely construction of new projects.

CITY OF TRACY
333 Civic Center Plaza, Tracy, CA 95376
CityOfTracy.org • (209) 831-6000

Discover Tracy today —
live, play, work, and think
inside the triangle!



Think Inside the Triangle™

Business Attraction Highlights

Strong momentum in Tracy

- Solid retail trade area demographics
- Thriving market area
- Business-friendly – get to yes mindset
- Residents are seeing results

Expanded national outreach

- Partnership with TeamCA & The Retail Coach
- National brands are noticing
- ICSC Las Vegas

Focus Areas

- Retail, dining, and family entertainment
 - 2 entertainment operators identified Tracy as a target market
 - City connecting operators with brokers to advance site evaluations
 - Aligns with community interest for family-oriented destinations



Alexandra Pineda, Tracy Economic Development Analyst, at ICSC Las Vegas 2025

Business Attraction Prospects

Active discussions with over 30 retailers

- 7 active prospects
- 4 deferred expansion
- Multiple pending responses

Brand examples

- Dutch Bros. – site under review
- Raising Cane's – active discussions
- Chick-fil-A – Tracy targeted market and site under review
- Farmer Boys - Franchisee engaged

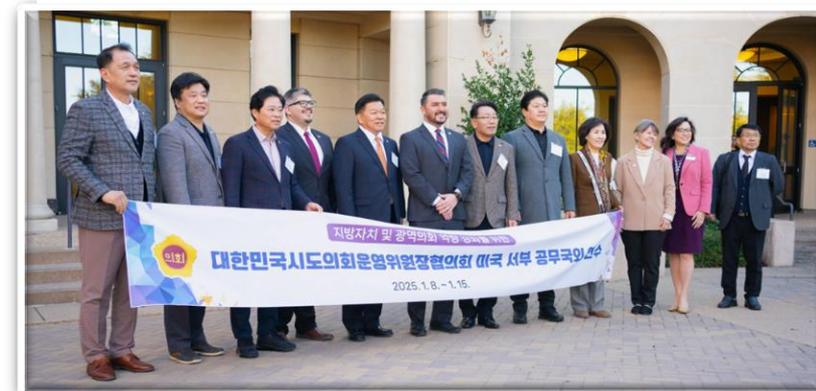


Foreign Direct Investment

- Korean Customs and Trade Development Institute Delegation 2024
- Metropolitan & Provincial Council Chairs Association of Korea Delegation 2025
- 23rd World Korean Business Convention 2025
- Speaking engagement at Startup Pitch & VC Investment Forum
- Korean Logistics Robotic Companies Delegation



ROgistics Co., Ltd.



Former Cost-Plus World Market

- 2530 Naglee Road
- West Valley Mall
- Building Size: 17,000 sq. ft.
- ED Attraction Effort



Think Inside the 'Triangle'

Former Rite Aid



SOLD



- 599 E. Valpico Road
- Land Size: 1.80 Acres
- Building Size: 17,272 sf



Think Inside the 'Triangle'

Former Orchard Supply Hardware

- 1975 W. Eleventh Street
- Corral Hollow Shopping Center
- Land Size: 1.80 Acres
- Building Size: 49,553 sf/divisible
- Parking: 100 parking spaces



Business Retention & Expansion

Small Business Incentive Programs – Under Development

- Grow Tracy Fund
- VOLT: On the GO - Cohort

Tracy Small Business Survey

- 2 surveys – Citywide and Downtown
- Identify business needs to inform the development of future programs

Business Retention Visits

- Increased Economic Development team visibility in the community
- Improves the relationship and trust between the City and the businesses
- 350+ in-person visits

West Valley Mall

- Mall tenant business retention visits
- Courtesy inspection
- Mall owner engagement attempts



INSIDE THE TRIANGLE
Support Tracy

Tracy Small Business Survey

Business Survey Goal

Engage business owners to understand their challenges and priorities and use their insights to inform the development of new incentive programs

Marketing and Outreach Efforts

- 4 social media posts
- 3 email blasts
- 1 mailer
- 10 in-person canvassing efforts
- 5 community events attended
- 179 total responses collected



The poster features the City of Tracy logo in the top left corner. A green diagonal banner in the top right corner reads "EXTENDED". The main text asks "WHAT DOES YOUR BUSINESS NEED?" and states "The City of Tracy's Economic Development Division is listening". Below this, it says "Your Business. Your Voice. Your Future." and "Guide Economic Development in creating the programs your business needs most." A QR code is located on the right side. A green button at the top right says "CLOSING 9/22 11:59 PM". A green button at the bottom right says "TAKE THE SURVEY". The bottom of the poster contains contact information: a phone icon with "209-831-6490", a globe icon with "ThinkInsideTheTriangle.com", and a person icon with "econdev@cityoftracy.org".

TRACY

WHAT DOES YOUR BUSINESS NEED?

The City of Tracy's Economic Development Division is listening

Your Business. Your Voice. Your Future.

Guide Economic Development in creating the programs your business needs most.

EXTENDED

CLOSING 9/22 11:59 PM

TAKE THE SURVEY

209-831-6490 ThinkInsideTheTriangle.com econdev@cityoftracy.org

Identified Business Challenges

Top Challenges Citywide

- Marketing and visibility (58%)
- Managing and maintaining cash flow (30%)
- Access to capital and funding (24%)
- Workforce recruitment and retention (24%)

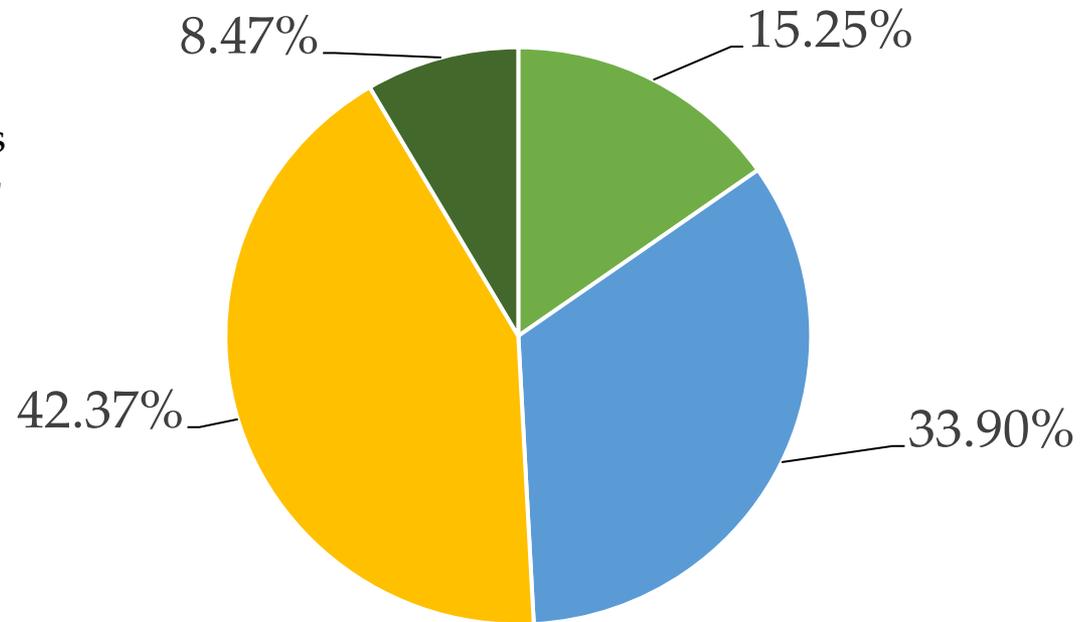
Top Challenges for Downtown Businesses

- Marketing and customer acquisition (58%)
- Managing and maintaining cash flow (44%)
- Access to capital and funding (24%)
- Workforce recruitment and retention (22%)



Downtown Storefront Conditions

- Nearly 51% of businesses Downtown identify their storefronts as being in a condition requiring improvement.



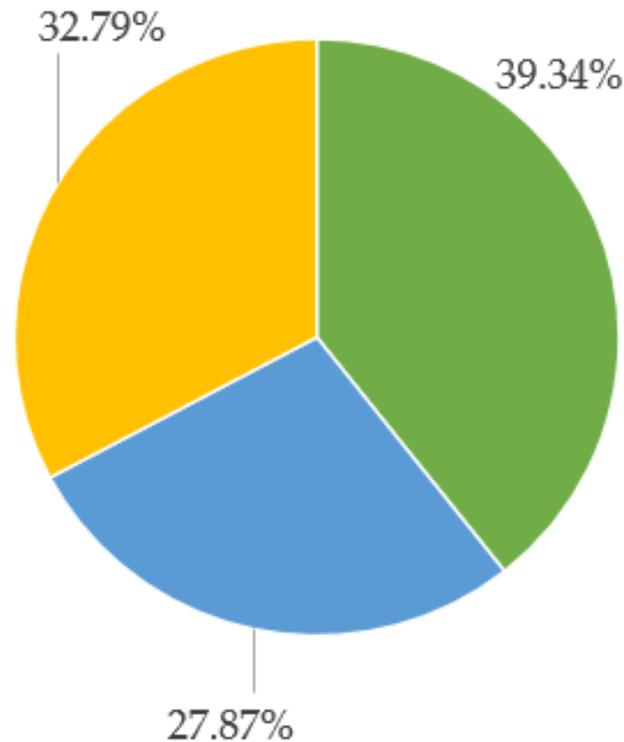
■ Excellent ■ Good ■ Fair ■ Poor



Think Inside the Triangle™

Downtown EV Chargers

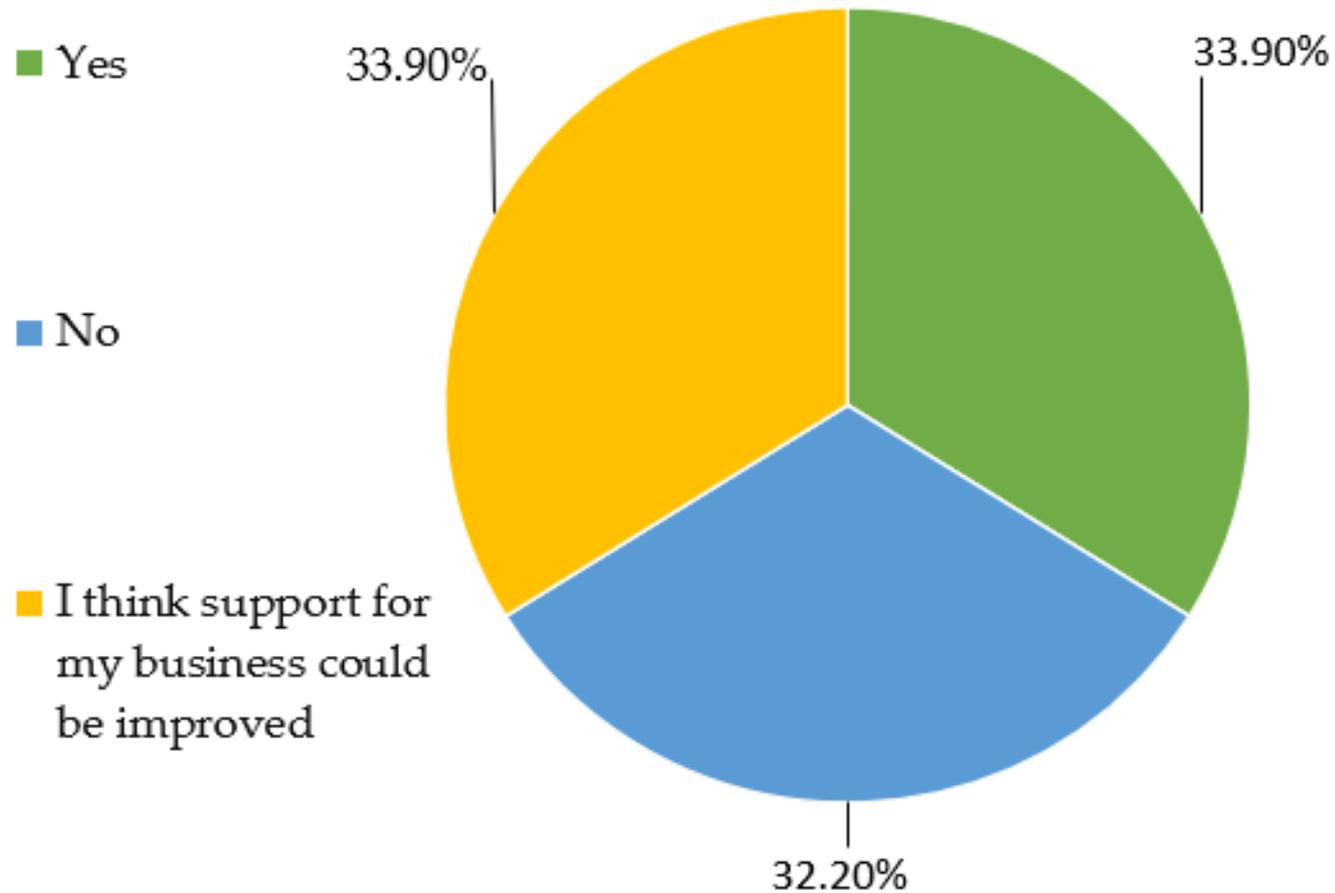
- Yes, I do support.
- No, I do not support.
- I would need more information before deciding.



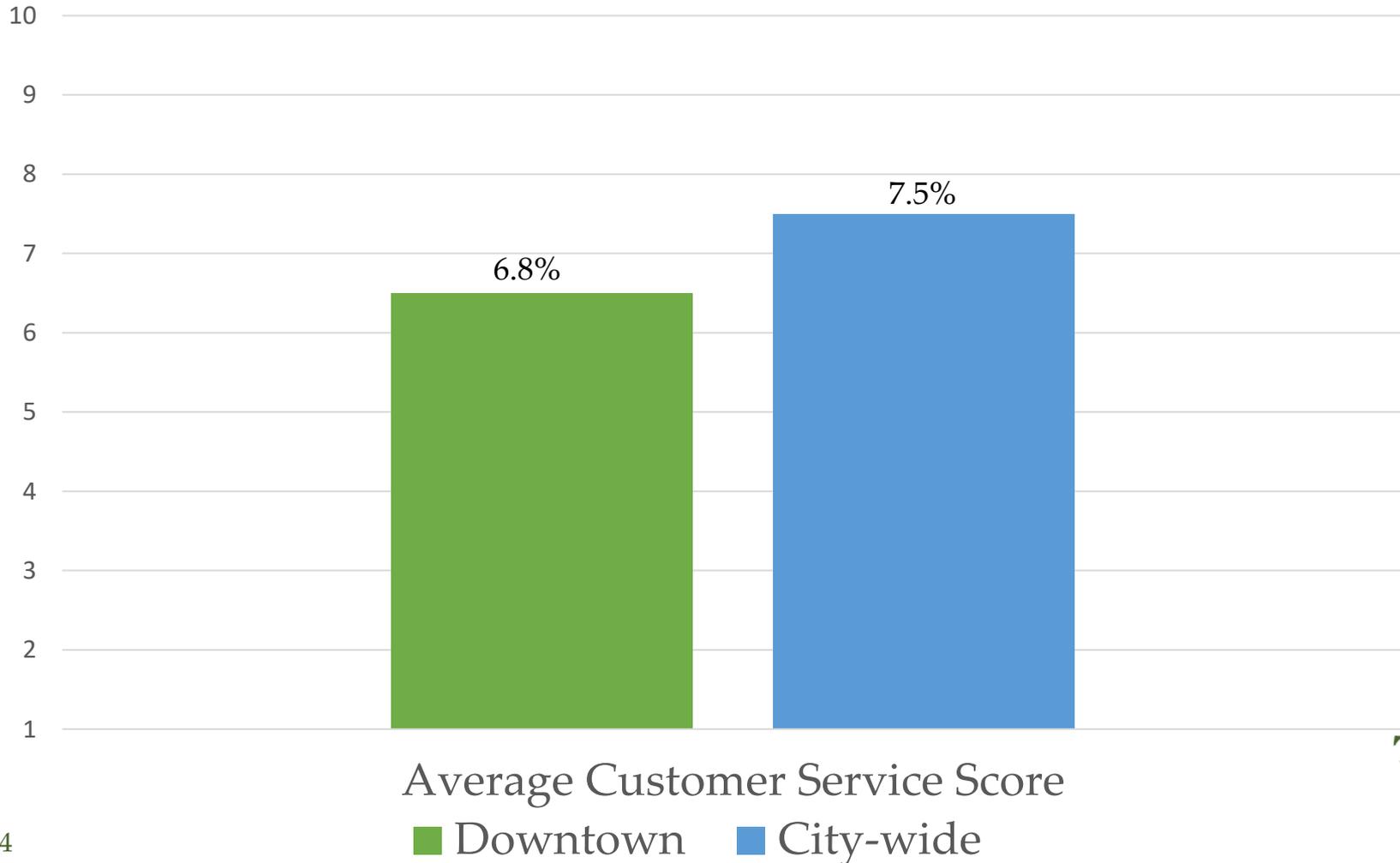
Impact of Downtown Events

Question:

Do you feel your business benefits from Downtown Tracy events?



City Customer Service Perception



Small Business Needs & Next Steps

Identified Needs

- Greater City engagement
- Visible investment in Downtown
- More tailored resources
- Opportunities for access to capital



Next Steps

- Identify potential incentive programs that align with business needs
- Research best practices from similar incentive programs
- Develop and define clear guidelines for the incentive program
- Present proposed program to City Council for consideration



Think Inside the 'Triangle'

Real Estate & Development

Encourage investment in “catalytic” opportunity areas through targeted infrastructure investments which build on Tracy’s competitive strengths



GOAL 1 Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment.

GOAL 2 Ensure city capital improvement projects have a high impact on the local economy by incorporating Smart City infrastructure elements.



Think Inside the Triangle™

Real Estate & Development

Underway:

- City-Owned Property List
- Telecommunication Lease Negotiations
 - AT&T
 - T-Mobile
 - Verizon
- Westside Market Disposition
- Surplus property disposition
- Policies and Procedures



Quality of Life & Place

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities

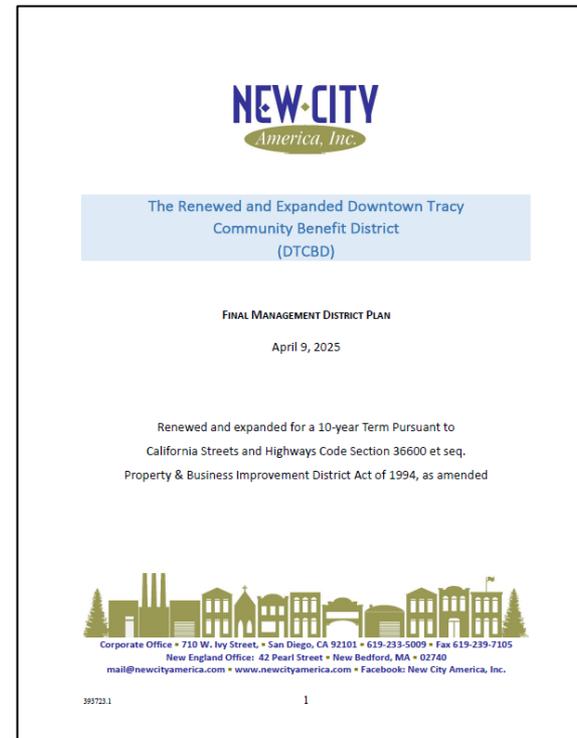


GOAL 1 Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

GOAL 2 Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities.

Downtown Tracy Community Benefit District

- Promotes downtown economic revitalization
- 118 parcels and 70 owners
- 10-year renewal
- Expanded boundary
- Assessment revenue: \$295,786.35
- Special Benefit Categories
 - District Identity
 - Civil Sidewalks
 - Administration
 - Contingency



Think Inside the 'Triangle'

CDBG & HOME

Accomplished:

- Award of CDBG FY2024-25 grant funds
- Conducted a community needs survey
- Established 2025-26 to 2030-31 local funding priorities
- Release of FY2025-26 NOFA
 - Conducted training workshop
 - Managed solicitation process
 - Award of grant funds
- Release of FY2026-27 NOFA
 - Opened application period
 - Conducted training workshop
- HACSJ HOME loan agreement complete

Underway:

- Solicitation process for CDBG FY2026-27
- Applications due January 22, 2026



**TRACY IS ACCEPTING
APPLICATIONS FOR
CDBG AND HOME FUNDS**

Let Tracy invest in you—apply today!

tinyurl.com/TracyCDBG-HOMEApplication

Economic Development Focus Areas

▪ Division Administration	▪ Partner Engagement
▪ Marketing & Business Attraction	▪ Business Retention & Expansion
▪ CDBG	▪ HOME
▪ Downtown	▪ Workforce Development
▪ Real Estate and Development	▪ Incentives and Grants
▪ Conferences and Trade Shows	▪ Foreign Direct Investment
▪ Healthcare Services	▪ Technology
▪ Advanced Manufacturing	▪ Educational Services and R&D
▪ Professional Services	▪ Sustainability
▪ Youth Initiatives	▪ Entrepreneurship & Innovation
▪ Mall Revitalization	▪ Social Equity
▪ Workforce Housing	▪ Public-Private Partnerships
▪ Downtown Vision Plan	▪ Tourism
▪ Civic Arts and Culture	▪ Branding, Landscaping, Signage & Wayfinding

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Think Inside the Triangle™

January 20, 2026

Agenda Item 4.B

RECOMMENDATION

Staff recommends that the City Council approve the selection of the City owned property located at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility.

EXECUTIVE SUMMARY

The City of Tracy (City) has identified the need for a Transit Maintenance Facility to support the Tracer bus service as it continues to grow and in order to better meet existing regulatory requirements. The City has a Capital Improvement Project for this effort (CIP 77586).

Staff have identified three City-owned properties which were evaluated and scored based on different factors related to developing the site to meet the established needs. The site located at 15580 W. Schulte Rd. (APN 209-23-029) received the highest score and is recommended as the preferred site to develop the Transit Maintenance Facility. This parcel is 50 acres in size and in addition to developing a Transit Maintenance Facility on the site, the City also proposes to use the property for a Police sub-station and Public Works Corporation Yard/Emergency Management Facility.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy has identified the need for a Transit Maintenance Facility to support the Tracer Transit System. The need for a new facility is driven by multiple factors including the following key items:

- The current bus storage location (Boyd Service Center) is maxed out on capacity for additional vehicles.
- The City does not have its own heavy duty vehicle maintenance facility.
- The City does not have any infrastructure to support a transition to zero emission transit vehicles as required by the California Air Resources Board (CARB).

A previous study concluded that the Transit Maintenance Facility site will require approximately 15-20 acres of total land area to accommodate site facilities, bus parking, fueling and circulation patterns. The City identified three locations for evaluation of feasibility for the new facility, all of which are currently owned by the City and have sufficient acreage to support the requirements of a new facility.

1. W Schulte Road Site, 15580 W. Schulte Rd., Tracy, 95377
2. Chrisman Road Site, 1276 N. Chrisman Road, Tracy, 95304
3. Holly Drive Site, 20150 S. Tracy Blvd, Tracy, 95304

The feasibility study presents an analysis of the Schulte Road, Chrisman Road and Holly Drive sites to evaluate negative and positive individual attributes and considerations for construction. The feasibility study focused on the following major considerations:

1. Identification of major site features
2. Assessment of current land use and zoning regulations
3. Evaluation of existing and required site utilities
4. Analysis of the impact of current bus routes,
5. Evaluation of impacts to current and future developments, and potential effects on surrounding neighborhoods, noise levels, and possible measures for noise reduction
6. Considerations for transit vehicle access and TRACER bus access
7. Overview of general construction factors for each site

A full copy of the report can be found on the City's website at <https://www.cityoftracy.org/our-city/departments/mobility-and-housing/transportation/tracer-bus-service>

ANALYSIS

In order to meet the goals of both the City's Short Range Transit Plan, and the regulatory requirements of CARB, a Transit Maintenance Facility is needed. The City currently has additional buses on order which are scheduled to be delivered over the next two year period. Until a facility is built, staff will have to find additional storage space for these vehicles, as the current storage location (Boyd Service Center) is maxed out on capacity.

Additionally, in order to begin to effectively transition the bus fleet to zero emission vehicles as required by CARB, sufficient infrastructure to handle heavy duty vehicles will need to be installed. There is not sufficient space at the Boyd Service Center to allow for this to take place along with the needs of the other City fleet vehicles.

In order to construct a facility of this size, the City will need to utilize as much grant funding as possible, including funding from the Federal Transit Administration (FTA). In While FTA funding is not needed to begin the design of the facility, all FTA procedures must be followed leading up to the construction in order to qualify for their funding. This includes completing a site selection analysis and completing a federal environmental review. The environmental assessment will be completed once the site selection has been approved.

In preparing the analysis for the site selection, a set of criteria were established in which to evaluate each site against and assign a score accordingly. While each site has its own pros and cons, as shown in the Site Comparison Matrix below, the Schulte Road site scored the highest overall in terms of evaluation criteria, even though it did not

score highest in every category.

SITE EVALUATION SCORING SUMMARY | SITE COMPARISON MATRIX

Category	Weight (%)	W. Schulte Road Site Avg (1-10)	Holly Site Avg (1-10)	Chrisman Site Avg (1-10)
Location & Operations	20	6.00	6.50	8.00
Utilities & Infrastructure	20	8.40	6.40	4.40
Community Compatibility	15	7.33	7.33	5.67
Future Development Compatibility	15	6.50	7.50	7.00
Site Engineering & Development	15	9.00	3.00	7.00
Zoning / Floodplain Considerations	5	9.33	4.00	9.33
Emerging Technologies	5	7.33	8.67	6.67
City Facilities Expansion Compatability	5	6.88	4.00	5.63
Total:	100			
Weighted Score (0-100)		74.8	60.9	65.1
Rank (1 = Best)		1	3	2

As such, the recommendation of the analysis is to select the Schulte Road property as the preferred site to begin the process for development of a Transit Maintenance Facility. This site is not only well suited for the Transit Maintenance Facility but is also a suitable location for additional city facilities that may be developed in the future to serve the growing western portion of the City. This analysis was presented to the Transportation Advisory Commission at their regular meeting on December 11, 2025, and they voted to recommend that the City Council approve the Schulte Road property as the preferred site for the Transit Maintenance Facility.

The selected site is 50 acres in size and in addition to developing a Transit Maintenance Facility on the site, the City also proposes to use the property for a Police sub-station and Public Works Corporation Yard/Emergency Management Facility. Discussions are currently underway with Valley Link to amend the a 2022 agreement to convey two separate parcels of land (150 acre and 50 acre parcels) to Valley Link. The proposed transit facility site is the 50 acre parcel. A separate action will be brought to Council to approve the return of this parcel back to the City from Valley Link.

Upon approval of the site selection and successful discussions with Valley Link, staff intend to move forward with a preliminary site design in order to begin the necessary environmental review so that FTA environmental clearance can be obtained. Request for Proposals will be solicited to complete the full design of the facility. The following is the projected timeline for the full project completion:

- Site Selection: January 2026
- Preliminary Design: February – May 2026
- Environmental: May – August 2026
- Full Design: May 2026 – December 2027
- Construction: January 2028 – December 2030

FISCAL IMPACT

Funding to begin the necessary preliminary design and environmental work on the recommended site is budgeted in Capital Improvement Project (CIP) 77586. CIP 77586 has a total project budget of \$2,317,519 for FY25/26. This will be sufficient to start the process of preliminary design work and environmental work needed on the site. Staff are currently in the process of applying for additional funds to complete the design work for the facility. A contract for the full design of the project will be awarded at a future date. The full cost for the design of the facility will be appropriated as part of the FY26/27 CIP budget. All costs for the development of the Transit Maintenance Facility will be funded through a combination of FTA, Caltrans, and TDA funds.

STRATEGIC PLAN

This agenda item is in line with the City Council's Quality of Life Goal 6: Support climate initiatives to reduce Tracy's carbon footprint and preserve natural resources.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council 1) approve the selection of the City owned property located at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility and 2) authorize staff to move forward with preliminary facility design and environmental work on the site.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Anush Nejad, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:
Exhibit A – Site Selection Presentation

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE SELECTION OF THE CITY OWNED PROPERTY AT 15580 W. SCHULTE ROAD (APN 209-23-029) AS THE PREFERRED SITE TO DEVELOP A TRANSIT MAINTENANCE FACILITY

WHEREAS, the City of Tracy ("City") has a need to develop a Transit Maintenance Facility in order to meet the requirements of the California Air Resources Board (CARB) and to accommodate the growing transit fleet; and

WHEREAS, the City has conducted a site selection study for the purposes of developing a Transit Maintenance Facility by analyzing three City owned properties; and

WHEREAS, the recommendation of the analysis is to select the Schulte Road property as the preferred site to begin the process for development of a Transit Maintenance Facility; and

WHEREAS, the Transportation Advisory Commission, at their regular meeting on December 11, 2025, voted to recommend that the City Council approve the Schulte Road property as the preferred site; and

WHEREAS, the City desires to move forward with preliminary design and environmental review for the facility through funding available in CIP 77586 upon approval of the site selection; and

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council of the City of Tracy approves the selection of the City owned property at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on January 20, 2026, 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



Transit Bus Maintenance Facility Site Selection Feasibility Study

City of Tracy City Council
January 20, 2026



Presentation Summary

- Project Need & Background
- Candidate Sites
- Evaluation Process
- Site Analysis
- Site Ranking
- Overall Project Timeline
- Questions & Feedback



Project Overview

Project Need

The growing TRACER Transit System requires a permanent 15–20-acre maintenance facility for bus storage, equipment servicing, fueling and operations, and for future growth.



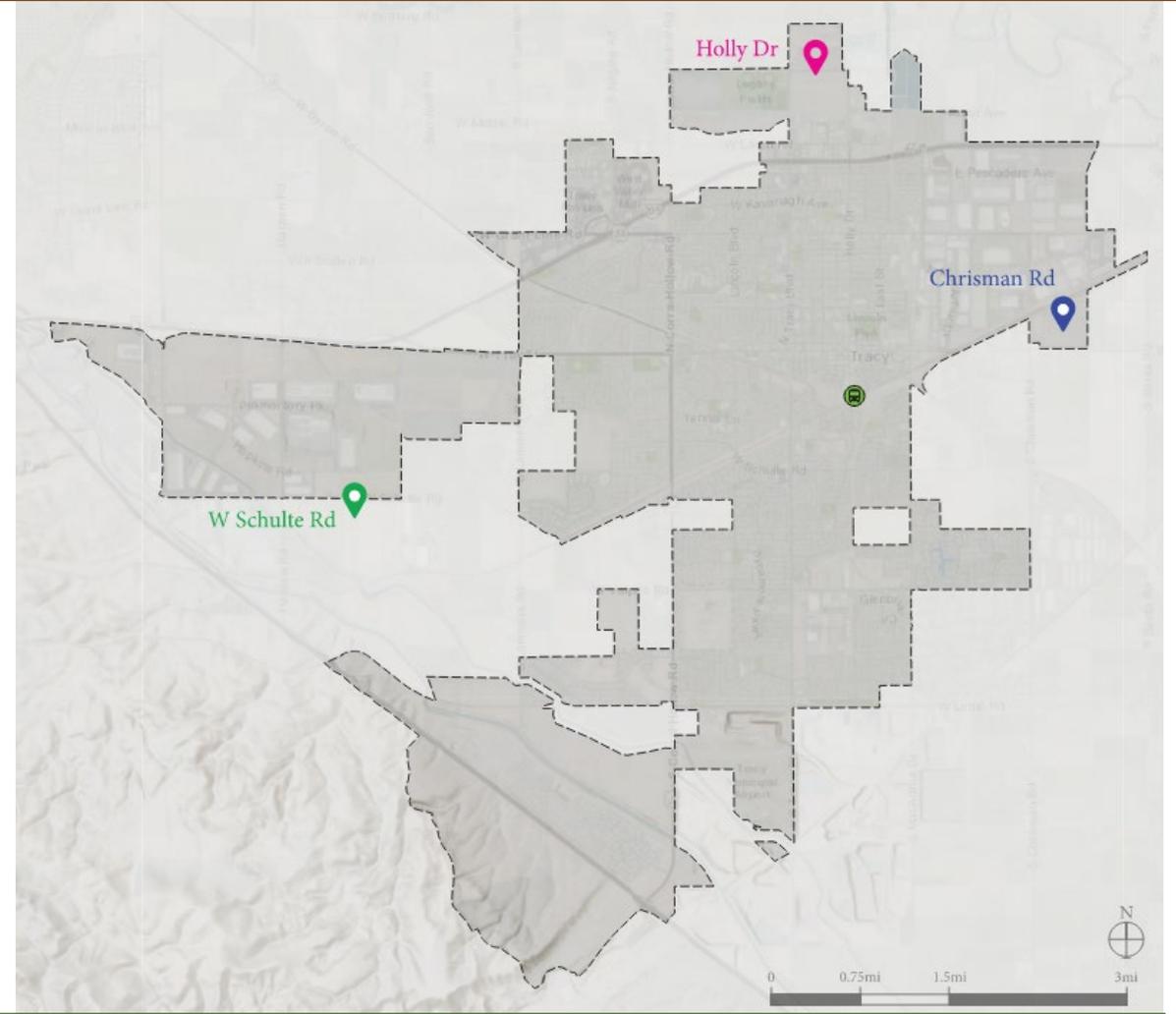
Three Candidate Sites

The feasibility study performed a detailed analysis of three City-owned properties:

	W. Schulte Road Site (200 acres) APN 20923029 50 acres APN 20923030 150 acres
	Chrisman Road Site APN 25003007 56 acres
	Holly Drive Site (223 acres) APN 21216005 197 acres APN 21216016 26 acres



Tracy Transit Station



Evaluation Process Overview

- Utilize program and space planning information developed for the Tracy Blvd location
- Review available zoning and utility information
- Review master plan information
- Perform site investigations
- Visually verify existing site conditions, transportation and access considerations
- Provide preliminary findings to City staff for discussion
- Developed weighted criteria
- Developed site rankings
- Summarized ranking results
- Finalize study



Evaluation Process



Location & Operations

Proximity to transit station and bus routes.



Utilities & Infrastructure

Access to power, water and sewer.



Community Compatibility

Impact on homes, schools and local traffic.



Site & Safety

Zoning, site engineering and flood risk.



Ranking Categories & Scoring Criteria

- Location & Operations (20%)
- Utilities & Infrastructure (20%)
- Community Compatibility (15%)
- Future Development Compatibility (15%)
- Site Engineering & Development (15%)
- Zoning and Floodplain Considerations (5%)
- Emerging Technologies (5%)
- City Facility Compatibility (5%)



Site Analysis: Holly Drive (Rank 3)

Critical Flaw: Flood Risk

The Holly Drive site was ranked lowest and is not recommended for a critical public facility.

- The site is located within the 100-year and 200-year flood hazard areas.
- During a flood event, access roads to the site would be impassable making the bus fleet and facility unavailable for use during an emergency flood event.
- Limited utility infrastructure is in place or planned.
- Shallow groundwater and limited drainage systems will negatively impact site construction and usage.



Site Analysis: Chrisman Road (Rank 2)

Major Drawback: Utility Infrastructure

The Chrisman Road site is a viable location but presents significant challenges.

Pros:

- The location is only 2.1 miles from the Transit Station and close to existing bus routes
- Excellent access from 11th Street at the existing signalized intersection
- Outside flood hazard areas

Cons:

- Connection to sewer collection system is over 4000 feet north of the site.
- Site and facility may not be suitable for onsite wastewater treatment systems.
- Shallow groundwater and limited drainage may negatively impact site construction and usage.
- Close to day care facility and residential areas to the south and east



Recommendation: W. Schulte Road (Rank 1)

The Most Balanced Site

The W. Schulte Road site is the most viable location but presents some operational challenges.

Pros:

- Excellent utility access and good construction engineering conditions
- Compatible with the adjacent industrial, manufacturing and warehouse facilities, and future Valley Link maintenance facility
- Most compatible for additional City facility development

Cons:

- The site is more than 6 miles from the Transit Station, impacting operational efficiency.



How the Sites Ranked

Site Evaluation Scoring Summary | Site Comparison Matrix

Category	Weight (%)	W. Schulte Road Site Avg (1-10)	Holly Site Avg (1-10)	Chrisman Site Avg (1-10)
Location & Operations	20	6.00	6.50	8.00
Utilities & Infrastructure	20	8.40	6.40	4.40
Community Compatibility	15	7.33	7.33	5.67
Future Development Compatibility	15	6.50	7.50	7.00
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Zoning / Floodplain Considerations	5	9.33	4.00	9.33
Emerging Technologies	5	7.33	8.67	6.67
City Facilities Expansion Compatability	5	6.88	4.00	5.63
Total:	100			
Weighted Score (0-100)		74.8	60.9	65.1
Rank (1 = Best)		1	3	2

Weighted ranking based on overall site suitability.

Total project cost estimates were similar for all three sites. (\$85M-\$88M in 2026 construction dollars)



City Facilities Expansion Compatibility (5%)

City Facilities Expansion Evaluation Matrix

	W. Schulte Road Site	Holly Drive Site	Chrisman Site
CITY FACILITIES EXPANSION COMPATIBILITY (5%)			
POLICE SUBSTATION - SOUTHERN TRACY (3-5 acres)			
Proximity to south Tracy development areas ¹	8	2	5
Dedicated Secure Evidence Facility ²	4	5	6
Maintenance proximity for Bearcat & EOC "RV"	8	4	6
PUBLIC WORKS CORPORATION YARD ANNEX (12-15 acres)			
Proximity to southern & western Tracy ¹	8	2	3
Equipment & materials storage	9	6	7
Supplemental administrative offices	8	5	6
CITY ADMINISTRATION³ (3 acres)			
Flex or Supplemental administrative office space	5	4	6
Permanent Records Storage	5	4	6
Average Score	6.9	4.0	5.6

Consideration was given to how each site can best serve future City needs. Reducing response times for Utilities & Public Works staff, and suitability for use for the Police Substation identified in the Public Safety master plan were evaluated. As aging City administrative spaces are updated or replaced, there will be a need for administrative flex spaces and records storage.

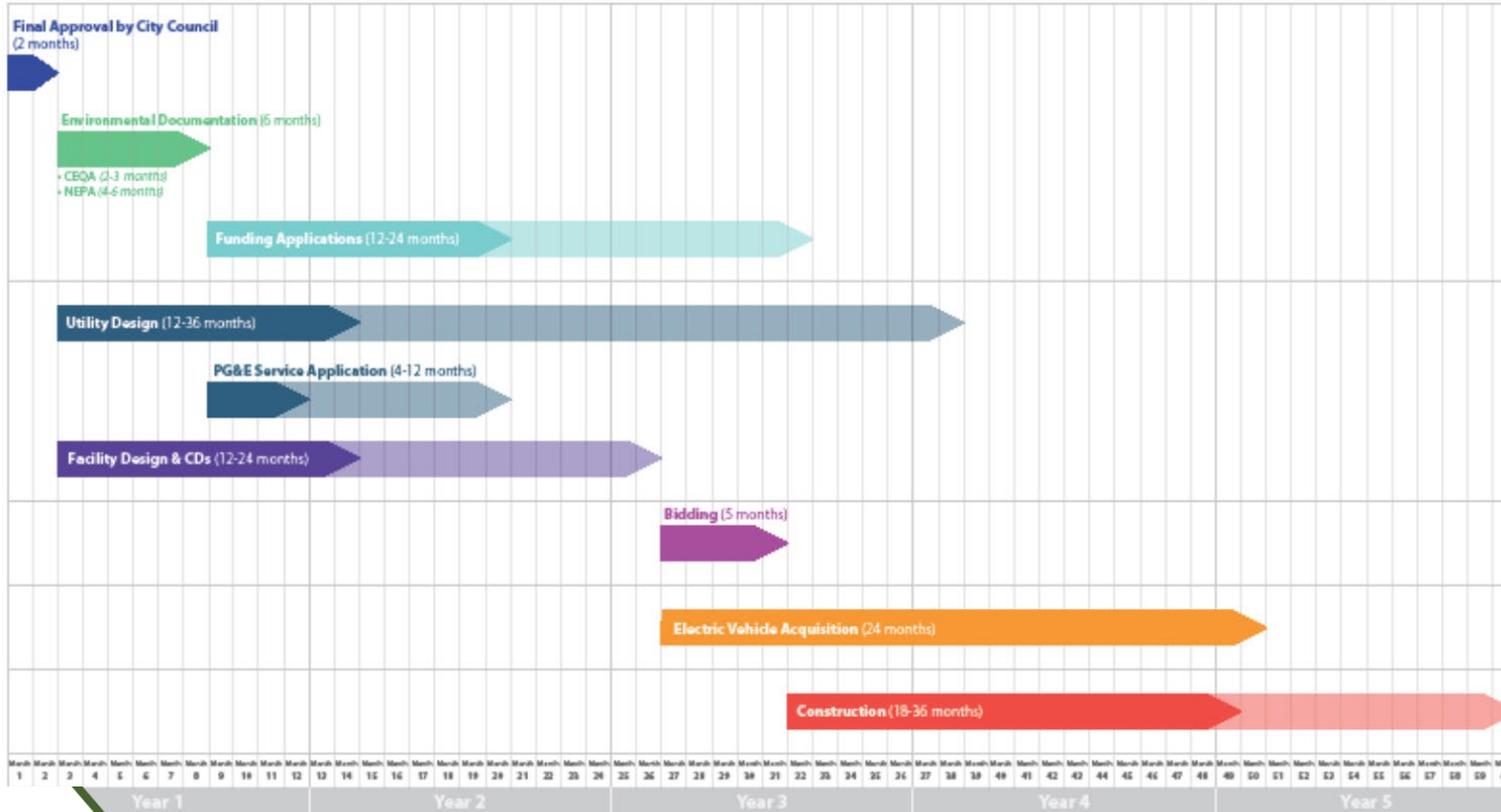
Future City needs:

- Police Substation
- Public Works Corp Yard Annex
- City Administration Flex Space



What Happens Next?

Project Schedule



Step 1. Site Selection

Public feedback and final decision by City Council. (2 months)

Step 2. Environmental Review

Complete CEQA/NEPA reviews. (4-6 months)

Step 3. Design & Funding

Pursue grant funding and final facility designs (12-24 months)

Step 4. Construction

Build the new transit facility (18-36 months)
Electric Vehicle Acquisition (24 months)



Questions & Feedback



Thank you for your input!



Transit Bus Maintenance Facility Site Selection Feasibility Study





Transit Bus Maintenance Facility Site Selection Feasibility Study

City of Tracy City Council
January 20, 2026



Agenda Item 4.C

RECOMMENDATION

Staff recommends that the City Council: (1) adopt a Resolution of Intention to approve an amendment to the contract between the City of Tracy and the Board of Administration of the Public Employees' Retirement System to end Section 20516 (Employees Sharing Additional Cost) of 3% for local Police members in the Tracy Police Officers Association, and (2) waive the first reading by substitution of title and introduce an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

EXECUTIVE SUMMARY

This item for consideration by the City Council approves an amendment to the contract with the California Public Employee Retirement System (CalPERS) to allow for sworn police employees in the Tracy Police Officers Association who are members of the CalPERS local police group to end the 3% cost sharing of CalPERS retirement costs, as authorized under California Government Code Section 20516. In addition, staff is recommending that the City Council authorize an Ordinance amending the California Public Employees' Retirement System Plan to terminate the existing cost-sharing provision for the Tracy Police Officers Association local police members as provided under GC Section 20516.

BACKGROUND AND LEGISLATIVE HISTORY

California Public Employee's Retirement Law permits public agencies and their employees to participate in the California Public Employees' Retirement System (CalPERS). The City's retirement contract with CalPERS covers two classifications of employees (1) Police safety and (2) Miscellaneous (non-sworn) employees. The Public Employees' Retirement Law includes optional provisions that an agency may contract for through the CalPERS retirement contract. Additions or changes to optional benefits to a CalPERS retirement contract require an amendment to the CalPERS retirement contract. The timing and steps to amend the City's CalPERS retirement contract are dictated by CalPERS and the California Government Code as follows:

1. Approval of the Resolution of Intention is required to initiate the final contract amendment. (Attachment A)
2. Introduction and first reading of the Ordinance. (Attachment B)
3. Second reading and adoption of the Ordinance. Pursuant to Government

- Code Section 20471, a 20-day period between the adoption of the Resolution of Intention and the adoption of the final Ordinance is required.
4. The contract amendment becomes effective 30 days after the adoption of the ordinance. (Attachment C)

ANALYSIS

During the most recent labor negotiations with the Tracy Police Officers' Association (TPOA), the City and TPOA conducted a comprehensive review of the 3% CalPERS cost-sharing arrangement previously adopted under Government Code (GC) Section 20516 and incorporated into the TPOA Memorandum of Understanding. Under this provision, sworn police employees were required to pay the full employee contribution to CalPERS, and elected to pay an additional 3% toward the employer's share of retirement costs in exchange for a 2.21% increase to salary.

As compensation and benefit comparability were evaluated, both parties determined that the additional 3% cost-sharing requirement has increasingly affected the City's competitiveness in recruiting and retaining qualified police personnel. Several regional law enforcement agencies do not impose similar employer-share contribution requirements, resulting in a total compensation disadvantage for Tracy in a highly competitive public safety labor market.

Through negotiations, the City and TPOA reached agreement to eliminate the 3% cost-sharing obligation. This modification was subsequently approved by the City Council through Resolution 2025-202. To fully implement this change, formal action is now required to amend the City's cost-sharing agreement under GC Section 20516 and to coordinate with CalPERS to process the necessary amendment filings and effectuate the change.

FISCAL IMPACT

Costs associated with eliminating the 3% cost-sharing of CalPERS retirement costs for TPOA were evaluated during labor negotiations and approved with the TPOA MOU. Any necessary amendments to the FY2025-26 budget resulting from this change will be brought to Council as part of the mid-year budget amendments.

STRATEGIC PLAN

This agenda item supports the City's Council's Strategic Priorities FY 2025-2027 as follows:

Priority: Government Accountability

Goal 3: Enhance Civic and Workplace Culture at City Hall.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council: (1) adopt a Resolution of Intention to approve an amendment to the contract between the City of Tracy and the Board of Administration of the Public Employees' Retirement System to end Section 20516 (Employees Sharing Additional Cost) of 3% for local Police members in the Tracy Police Officers Association, and (2) waive the first reading by substitution of title and introduce an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

Prepared by: Kimberly Murdaugh, Director of Human Resources

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Resolution of Intention

B – Ordinance

C – Exhibit Amendment to Contract Between the Board of Administration CalPERS and the City of Tracy City Council

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF TRACY**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To end Section 20516 (Employees Sharing Additional Cost)
of 3% for local Police members in the Tracy Police Officers
Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM PLAN TO END SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) OF 3% FOR LOCAL POLICE MEMBERS IN THE TRACY POLICE OFFICERS ASSOCIATION.

WHEREAS, The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets for the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said contract; and

WHEREAS, The Government Code sets forth procedures to amend this contract; and

WHEREAS, One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of an ordinance to approve an amendment to said contract; and

WHEREAS, The following is a statement of the proposed change: To end Section 20516 (Employees Sharing Additional Cost) of 3% for local police members in the Tracy Police Officers Association; and

WHEREAS, A Resolution of Intention (Resolution # 2026-XXX) to approve the Public Employees' Retirement System contract amendment was adopted on January 20, 2026; and

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

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

SECTION 2. That an amendment to the contract between the City Council of the City of Tracy and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked as Exhibit, and by such reference made part hereof as though herein set out in full.

SECTION 3. That the Mayor of the City of Tracy is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Tracy.

SECTION 4. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 6. Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption, and prior to the expiration of twenty (20) days from the passage thereof shall be published one in the Tracy Press, a newspaper of general circulation, published and circulated in the City of Tracy and thenceforth and thereafter the same shall be in full force and effect.

SECTION 7. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 8. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the _____ day of _____ 2026, 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**

**California
Public Employees' Retirement System**

**AMENDMENT TO CONTRACT**

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Tracy**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1958, and witnessed September 8, 1948, and as amended effective January 1, 1960, June 1, 1972, November 1, 1972, March 19, 1974, July 1, 1978, February 1, 1983, September 1, 1983, May 3, 1985, January 18, 1991, June 30, 1997, November 16, 1997, June 1, 2000, January 1, 2004, January 1, 2005, January 1, 2006, October 1, 2006, July 2, 2010, December 17, 2010, July 16, 2016, December 16, 2016, and June 2, 2023, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective June 2, 2023, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to July 2, 2010, age 55 for classic local police members entering membership for the first time in the police classification after July 2, 2010, age 55 for classic local fire members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 10, 1948, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after October 1, 2006, shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after October 1, 2006, and not entering membership for the first time in the miscellaneous classification after December 17, 2010, shall be determined in accordance with Section 21354.4 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.5% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification after December 17, 2010, shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to July 2, 2010, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
 - c. Section 20965 (Credit for Unused Sick Leave) for local fire members entering membership on or prior to May 3, 1985, only.
 - d. Section 20475 (Different Level of Benefits). Section 20965 (Credit for Unused Sick Leave) is not applicable to classic local fire members entering membership for the first time with this agency in the fire classification after May 3, 1985.

Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after July 2, 2010.

Section 21354 (2% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010.

- e. Section 20903 (Two Years Additional Service Credit).
- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members entering membership on or prior to December 17, 2010, and classic local safety members.
- h. Section 20516 (Employees Sharing Additional Cost):

From and after July 16, 2016, 3% for local miscellaneous members in the Confidential Mid-Managers Unit.

From and after July 16, 2016, 3% for local police members in the Tracy Police Management Association.

From and after July 16, 2016, 3% for local fire members in the Confidential Mid-Managers Unit.

From and after December 16, 2016, and until the effective date of this amendment to contract 3% for local police Members in the Tracy Police Officers Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- i. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service) for local miscellaneous members and local police members only.
16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 1, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
 17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
 18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF TRACY

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

Witness Date

Attest:

Clerk

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

ADOPT A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO END SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) OF 3% FOR LOCAL POLICE MEMBERS IN THE TRACY POLICE OFFICERS ASSOCIATION.

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change: To end Section 20516 (Employees Sharing Additional Cost) of 3% for local police members in the Tracy Police Officers Association.

RESOLVED: That the City Council of Tracy adopts a Resolution of Intention to approve an amendment to the contract between city of Tracy and the Board of Administration of the Public Employees' Retirement System to end Section 20516 (Employees Sharing Additional Cost) of 3% for local police members in the Tracy Police Officers Association.

* * * * *

The foregoing Resolution 2026-____ was adopted by the Tracy City Council on 20th of January 2026, 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

Agenda Item 4.D

RECOMMENDATION

Staff recommends that the City Council discuss and, by motion, (1) appoint City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2026 and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027.

EXECUTIVE SUMMARY

This item requests that the City Council discuss and, by motion, (1) appoint City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2026 and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027.

BACKGROUND AND LEGISLATIVE HISTORY

Appointments to City Council Committees and regional and multi-agency Committees, Boards, and Commissions are generally conducted on an annual basis in January. On January 7, 2025, the City Council appointed City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for calendar year 2025. On December 16, 2025, the City Council extended the 2025 appointments to allow the appointments to continue in effect until the City Council appoints representatives for these bodies for calendar year 2026. Attachment A to this staff report outlines the 2025 appointments.

This item provides the City Council with the opportunity to review and update, if so desired, the appointments to City Council Committees and regional and multi-agency Committees, Boards, and Commissions for calendar year 2026. Staff has included an "Alternate" representative position for the South San Joaquin County Fire Authority (SSJCFA) to maintain the City's full representation at SSJCFA Board Meetings if one of the primary representatives is unable to attend.

ANALYSIS

City Council Members may serve as liaisons to advisory body Committees and represent the City Council on various regional and multi-agency Committees, Boards and Commissions. Serving as representatives on these external bodies provides City Council Members with the opportunity to consider business items relevant to the City and provide updates and recommendations on those items to the full City Council.

In preparation for the 2026 appointments, staff polled the City Council Members to inquire whether they would like to make any changes to the 2025 appointments, regarding their assignments. Staff received one change request from Council Member Evans indicating that, if possible, he would like to be appointed as a primary representative for the South San Joaquin County Fire Authority or, in the alternative, he would like to be appointed as the Alternate representative for the South San Joaquin County Fire Authority, if a primary position is not available.

The positions for which the City Council, as a body, must appoint representatives are outlined in Attachment B to this staff report. Certain Committees, Boards, and Commissions also include staff, and the staff appointments are conducted through a separate process, pursuant to the City Manager's authority.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except operational expenses.

STRATEGIC PLAN

This agenda item is a routine business item that does not relate directly to the City Council's 2025-2027 strategic priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council discuss and, by motion, (1) appoint City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2026 and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027.

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

Reviewed by: Felicia Galindo, Budget Officer
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – City Council Appointments for 2025
Attachment B – 2026 List of Positions for Appointment

2025 LIST OF CITY COUNCIL REPRESENTATIVES ON VARIOUS
COMMITTEES/BOARDS/COMMISSIONS/AGENCIES

(Adopted by City Council on January 7, 2025)

Committee/Commission/ Board	Meetings Held	Council Members
City Standing Committees		
Tracy Finance Committee	Quarterly – 2 nd Monday of the first month at 5:00 p.m.	1. Council Member Evans (Chair) 2. Mayor Pro Tem Abercrombie
Tracy Homelessness Advisory Committee	Monthly - 3 rd Thursday of each month at 7:00 p.m.	1. Council Member Bedolla (Chair) 2. Mayor Pro Tem Abercrombie
City Partnerships		
City/Chamber Liaison Committee	Quarterly – 2 nd Monday of designated month at 4:00 p.m.	1. Council Member Evans 2. Mayor Pro Tem Abercrombie (Alternate)
City/Schools Liaison	Quarterly – 3 rd Thursday of designated month at 1:00 p.m.	1. Council Member Evans 2. Mayor Pro Tem Abercrombie 3. Mayor Arriola (Alternate)
South San Joaquin County Fire Authority (SSJCA) JPA	Monthly – 2 nd Wednesday of each month at 4:00 p.m.	1. Mayor Pro Tem Abercrombie 2. Council Member Nygard
Tracy Chamber Governmental Affairs Committee	Monthly – 3 rd Wednesday of each month at 4:00 p.m.	1. Mayor Pro Tem Abercrombie 2. Mayor Arriola (Alternate)
Multi-Agency /Third Agency Appointments		
Altamont Regional Traffic Authority (ARTA) JPA	As needed (<i>Mayor</i>)	Mayor Arriola
Ava Community Energy Authority (Formerly East Bay Community Energy - EBCE)	Monthly – 3 rd Wednesday of each month at 6:00 p.m. except for an August recess month.	1. Council Member Nygard 2. Council Member Bedolla (Alternate)
City Selection Committee	Annually, additional meetings as needed (<i>Mayor</i>)	Mayor Arriola
Integrated Waste Management Task Force (Formerly Solid Waste Management Plan Advisory Task Force)	As needed	1. Council Member Nygard 2. Mayor Arriola (Alternate)
LAFCO	Monthly – 2 nd Thursday of each month at 9:00 a.m. in Stockton.	1. Mayor Arriola
League of California Cities, Central Valley Division Executive Committee	Quarterly	1. Mayor Pro Tem Abercrombie 2. Council Member Evans (Alternate)
San Joaquin Council of Governments (SJCOG)	Monthly, in Stockton at 4:00 p.m. on the fourth Thursday of the month.	1. Mayor Arriola 2. Council Member Nygard (Alternate)

San Joaquin County Water Advisory Commission	Monthly (<i>appointed by Board of County Supervisors</i>) – 3 rd Wednesday of each month at 1:00 p.m.	Council Member Nygard
San Joaquin Partnership	Monthly – 4th Thursday of each month at 8:00 a.m. in Stockton.	1. Council Member Nygard 2. Mayor Arriola (Alternate)
San Joaquin Regional Rail Commission	Monthly (<i>appointed by SJCOG</i>) – 1 st Friday of each month at 8:00 a.m. in Stockton	1. Mayor Arriola
Special City Selection Committee, SJVAPCD	As needed	1. Mayor Arriola 2. Mayor Pro Tem Abercrombie (Alternate)
Tri-Valley- San Joaquin Valley Regional Rail Authority (Valley Link)	Monthly – 2 nd Wednesday of each month.	1. Council Member Nygard 2. Council Member Bedolla (Alternate)

COUNCIL COMMITTEES - 2025

Following is a current list of both standing committees and ad hoc committees. Some of these appointments are City of Tracy appointments to a larger body, while others are City directed activities only.

I. CITY STANDING COMMITTEES

A. Tracy Finance Committee

Contact: Sara Cowell, Finance Director

1. Council Member Evans
2. Mayor Pro Tem Abercrombie

On February 7, 2023, City Council adopted Resolution 2023-027 forming a standing Finance Committee. The scope of the Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's fiscal health and long-term planning and to review the City's investment portfolio and policy. The Committee will aid the Council in fulfilling its fiduciary responsibilities to oversee the financial activities and financial condition of the City of Tracy and its jurisdiction may include the review, discussion, and input on annual audits and compliance reporting, annual and quarterly budget updates, augmentations, and forecast, Long-term planning, including but not limited to:

- City revenues and expenses, including related fee and tax studies
- Deferred maintenance and capital planning
- Long-term liabilities, debt, and other finance planning

The committee will consist of two Council Members; appointed annually per the Council's appointment procedures. The committee meets quarterly on the 2nd Monday of first month at 5:00 p.m. (Resolution 2025-025)

B. Tracy Homelessness Advisory Committee

1. Mayor Pro Tem Abercrombie
2. Council Bedolla

On February 16, 2021, City Council formed a Homelessness Advisory Committee with the purpose of implementing the Tracy Homelessness Strategic Plan including the possible amendment of such plan, and the purpose to continue to address homelessness in the City of Tracy. On March 16, 2021, Council adopted Resolution 2021-033 forming the Tracy Homelessness Advisory Committee and appointing Council Members to serve on the committee: The Committee meetings are on the third Thursday of the month at 7:00 p.m. (Resolution 2023-085)

II. CITY PARTNERSHIPS

A. City/Chamber Liaison Committee

1. Council Member Evans
2. Mayor Pro Tem Abercrombie (Alternate)
3. City Manager

Meets quarterly, typically on the second Monday of the designated month at 4:00p.m. at the Chamber to discuss issues of concern to both the City and the Chamber, i.e. Fourth of July activities, Downtown activities, etc. The Committee meets on the third Thursday of every other month at 1:00 p.m.

B. City/Schools Liaison Committee

1. Council Member Evans
2. Mayor Pro Tem Abercrombie
3. Mayor Arriola (Alternate)
4. City Manager
5. Police Chief
6. Assistant City Manager
7. Operations and Utilities Director
8. Parks & Recreation Director

Meets every other month with School District officials to discuss issues of mutual concern, i.e. school pedestrian routes, bus routes, facilities, crossing guards, etc.

C. South San Joaquin County Fire Authority (SSJCFA) – Joint Powers Authority

1. Mayor Pro Tem Abercrombie
2. Council Member Nygard

The SSJCFA consists of four members - two Council Members appointed annually by the City Council, and two Board Members of the Tracy Rural Fire Protection District appointed annually by the Board. The Board of Directors meets on a monthly basis and has the responsibility to manage and administer the fire protection services provided to the jurisdictional area of the South San Joaquin County Fire Authority. The meetings are held on the third Tuesday of each month at 3:00 p.m. at Fire Administration.

D. Tracy Chamber Governmental Affairs Committee

1. Mayor Pro Tem Abercrombie
2. Council Member Evans (Alternate)
3. City Manager (or Designee)

The purpose of the Tracy Chamber Governmental Affairs Committee is to provide information and updates to Chamber membership on issues and legislation affecting businesses. Every month, the Chamber invites businesses to agenda the Governmental Affairs Committee to engage in dialogue about issues affecting the business community, as well as receive updates from local, county, state, and federal representatives. The committee meets on the third Wednesday of every month at 4:00 p.m. at the Chamber of Commerce office.

III. MULTI-AGENCY/THIRD AGENCY MEMBER APPOINTMENTS

- A. Altamont Regional Traffic Authority (ARTA) Joint Powers Authority (JPA)**
Contact: Liz McElligott, Assistant Planning Director, 510-670-6120, elizabeth.mcelligott@acgov.org

1. Mayor Arriola

Primary purpose is to collect and authorize expenditure of transportation impact fees. The JPA consists of Mayor of Tracy, Mayor of Livermore, and Supervisor from Alameda County BOS District 1. Meets as needed.

- B. Ava Community Energy Authority (Formerly East Bay Community Energy Authority - EBCE)**

Contact: Adrian Bankhead, Board Clerk – 510-906-0491 Email: abankhead@avaenergy.org and Alex DiGiorio, Public Engagement Manager – (510-993-7562) Email: adigiorgio@avaenergy.org

1. Council Member Nygard
2. Council Member Bedolla (Alternate)

Background: Alameda County and Cities in Alameda County developed the East Bay Community Energy Authority Joint Powers Agreement (JPA) which creates the East Bay Community Energy Authority (Authority), which governs and operates the CCA program. The Authority provides alternate electric services to consumers under a JPA with Alameda County and the vast majority of all cities in that county. On August 20, 2019, the City Council authorized staff to pursue services with East Bay Community Energy (EBCE). The EBCE Board of Directors is made up of an elected officials from each of the participating jurisdictions and one representative (non-voting) from the Community Advisory Committee (CAC). The Board meets monthly on the third Wednesday of each month except for an August recess month. The members receive a \$123.55 stipend per monthly meeting which is adjusted each June to reflect the Bay Area consumer price index. Meeting location: Lake Merritt Room, Cal State East Bay, The Oakland Center, In the Transpacific Center, 1000 Broadway, Suite 109, Oakland, CA, 94607, at 6:00 p.m.

On December 26, 2023, an email was received from Ava Community Energy notifying the City that East Bay Community Energy Authority passed Resolution No. R-2023-54 changing the organization's name to Ava community Energy Authority.

- C. City Selection Committee**

Contact: Nichole Lee, Chief Deputy Clerk, (209) 468-3236 nicholelee@sigov.org

1. Mayor Arriola

This committee is composed of the Mayors of the cities in San Joaquin County and addresses issues related to membership and appointments to regional boards, such as LAFCO, Delta Protection Agency, and the San Joaquin Valley Unified Air Pollution Control District, etc.

D. Integrated Waste Management Task Force (Formerly: Solid Waste Management Plan Advisory Task Force)

Contact: Desi Reno, SJC Public Works Department – (209/468-3066)
dreno@sjgov.org

1. Council Member Nygard
2. Mayor Arriola (Alternate)
3. Operations of Utilities Director

This task force is comprised of elected representatives of the governmental agencies responsible for preparing the County Integrated Waste Management Plan. The duties of the task force include: identifying solid waste management issues of County-wide or regional concern; facilitating the development of multi-jurisdictional arrangements for the marketing of recyclable materials; developing goals, policies and procedures consistent with guidelines and regulations adopted by the Department of Resources Recycling and Recovery, and advising the Board of Supervisors on matters pertaining to the Countywide Household Hazardous Waste Program. Meets as needed.

E. LAFCO (Local Agency Formation Commission)

Mitzi Stites – Commission Clerk. Phone 209-468-3197 Email: mstites@sjgov.org

1. Mayor Arriola (May 2025 rotation as Alternate for the commission)

City of Tracy's next rotation will not be until 2025 as Alternate LAFCO is responsible for coordinating logical and timely changes in local governmental boundaries, including: annexations and detachments of territory; incorporations of cities; formations of special districts; and consolidations, mergers, and dissolutions of districts. LAFCO Commission meets regularly on the 2nd Thursday of each month at 9:00 a.m. Terms expire the first Monday in May.

F. League of California Cities, Central Valley Division Executive Committee

Contact: Stephen Quall, Regional Public Affairs Manager, 209-614-0118, squalls@calcities.org

1. Mayor Pro Tem Abercrombie
2. Council Member Evans (Alternate)

The Central Valley Division includes 25 cities in Calaveras, Merced, Madera, San Joaquin, Stanislaus, and Tuolumne counties and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. Elected city officials and professional city staff attend division meetings. Meets Quarterly in various locations.

G. San Joaquin Council of Governments (COG)

Contact: Rosie Gutierrez Phone: 209-235-0600 email: gutierrez@sjcoq.org

1. Mayor Arriola
2. Council Member Nygard (Alternate)

The Council of Governments meets monthly and deals with regional issues, including transportation issues, habitat mitigation, regional rail issues, airport land

use matters, etc. The Board includes one representative from the cities of Ripon, Escalon, Lathrop, Lodi, Manteca, and Tracy; three representatives from the City of Stockton; three representatives from the Board of Supervisors. Members receive a \$100 stipend per meeting. Meetings are held in Stockton at 4:00 p.m. on the fourth Thursday of the month.

H. San Joaquin County Water Advisory Commission

Contact: Kristy Smith (Clerk), San Joaquin County Public Works Dept. (209- 468-0219)

1. Council Member Nygard
2. Public Works Director
3. Stephanie Reyna-Hiestand (Alternate)

Appointed by the Board of Supervisors, this Commission acts in an advisory capacity to the San Joaquin County Flood Control and Water Conservation District. Consists of 22 members from the various cities and water agencies in San Joaquin County. Meets on the 3rd Wednesday of each month at 1:00 p.m. Location: Public Health Conference Room, 1601 E. Hazelton, Stockton, CA.

I. San Joaquin Partnership

Contact: Chris Youngsma, (956-3380) or Rene Armendariz (209-956-3380)
rene@sanjoaquinusa.org

1. Council Member Nygard
2. Mayor Arriola (Alternate)

The San Joaquin Partnership is a non-profit, private-public economic development corporation assisting business and industry to locate into San Joaquin County. The partnership meets on the fourth Thursday of each month at 8:00 a.m. Location: 2431 W. March Lane, Suite 103, Stockton, CA. 95207.

J. San Joaquin Regional Rail Commission

Contact: Jaclyn Miramontes, 209-944-6289, jackie@acerail.com
Rail Commission staff (1-800-411-7245)

1. Mayor Arriola

The San Joaquin Regional Rail Commission oversees the development of rail services on a regional basis. The San Joaquin Regional Rail Commission owns and operates and is the policy-making body for the Altamont Corridor Express (ACE) service. SJRRC is governed by a Board of Directors which consists of six full-voting members from San Joaquin County and two special voting members from Alameda County. The members are appointed by the San Joaquin Council of Governments (SJCOG) and are based on nominations by the local elected government. Ex-officio members represent Caltrans District 10, the San Joaquin Regional Transit District (SJRTD), SJCOG and StanCOG. The commission meets monthly on the first Friday of each month at 8:00 a.m. Location: Robert J. Cabral Station, South Hall Meeting Room, 949 East Channel Street, Stockton, CA. (Appointed by Commission) The San Joaquin Regional Rail Commission (SJRRC)

K. Special City Selection Committee, SJVAPCD

Contact: Samir Sheikh, Executive Director – (559/230-6036), Email: samir.sheikh@valleyair.org, Katrina Rojas, Clerk of the Board (559/230-6038) Email: Katrina.Rojas@valleyair.org

1. Mayor Arriola
2. Mayor Pro Tem Abercrombie (Alternate)

The Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's Governing Board. Meets as needed.

L. Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)

Contact: Kevin Sheridan, 209-403-4340

1. Council Member Nygard
2. Council Member Bedolla (Alternate)

The Tri-Valley-San Joaquin Valley Regional Rail Authority was formed for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's (BART) rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley region. The Authority consists of 15 members representing the Tri-Valley cities, the Central Valley cities, and BART. Meets on second Wednesday of the month. Location rotates.

**2026 LIST OF CITY COUNCIL REPRESENTATIVES ON VARIOUS
COMMITTEES/BOARDS/COMMISSIONS/AGENCIES**

(Adopted by City Council on _____, 2026)

Committee/Commission/ Board	Meetings Held	Council Members
City Standing Committees		
Tracy Finance Committee	Quarterly – 2 nd Monday of the first month at 5:00 p.m.	1. (Chair) 2.
Tracy Homelessness Advisory Committee	Monthly - 3 rd Thursday of each month at 7:00 p.m.	1. (Chair) 2.
City Partnerships		
City/Chamber Liaison Committee	Quarterly – 2 nd Monday of designated month at 4:00 p.m.	1. 2. (Alternate)
City/Schools Liaison	Quarterly – 3 rd Thursday of designated month at 1:00 p.m.	1. 2. 3. (Alternate)
South San Joaquin County Fire Authority (SSJCFA) JPA	Monthly – 2 nd Thursday of each month at 4:00 p.m.	1. 2. 3. (Alternate)
Tracy Chamber Governmental Affairs Committee	Monthly – 3 rd Wednesday of each month at 4:00 p.m.	1. 2. (Alternate)
Multi-Agency /Third Agency Appointments		
Altamont Regional Traffic Authority (ARTA) JPA	As needed (<i>Mayor</i>)	1. Mayor Arriola
Ava Community Energy Authority (Formerly East Bay Community Energy - EBCE)	Monthly – 3 rd Wednesday of each month at 6:00 p.m. except for an August recess month.	1. 2. (Alternate)
City Selection Committee	Annually, additional meetings as needed (<i>Mayor</i>)	1. Mayor Arriola
Integrated Waste Management Task Force (Formerly Solid Waste Management Plan Advisory Task Force)	As needed	1. 2. (Alternate)

LAFCO	Monthly – 2 nd Thursday of each month at 9:00 a.m. in Stockton.	1.
League of California Cities, Central Valley Division Executive Committee	Quarterly	1. 2. (Alternate)
San Joaquin Council of Governments (SJCOG)	Monthly, in Stockton at 4:00 p.m. on the 4 th Thursday of the month.	1. 2. (Alternate)
San Joaquin County Water Advisory Commission	Monthly (<i>appointed by Board of County Supervisors</i>) – 3 rd Wednesday of each month at 1:00 p.m.	1.
San Joaquin Partnership	Monthly – 4 th Thursday of each month at 8:00 a.m. in Stockton.	1. 2. (Alternate)
San Joaquin Regional Rail Commission	Monthly (<i>appointed by SJCOG</i>) – 1 st Friday of each month at 8:00 a.m. in Stockton	1.
Special City Selection Committee, SJVAPCD	As needed	1. 2. (Alternate)
Tri-Valley- San Joaquin Valley Regional Rail Authority (Valley Link)	Monthly – 2 nd Wednesday of each month.	1. 2. (Alternate)

COUNCIL COMMITTEES - 2026

Following is a current list of both standing committees and ad hoc committees. Some of these appointments are City of Tracy appointments to a larger body, while others are City directed activities only.

I. CITY STANDING COMMITTEES

A. **Tracy Finance Committee**

Contact: Sara Castro, Finance Director

1. (Chair)
- 2.

On February 7, 2023, City Council adopted Resolution 2023-027 forming a standing Finance Committee. The scope of the Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's fiscal health and long-term planning and to review the City's investment portfolio and policy. The Committee will aid the Council in fulfilling its fiduciary responsibilities to oversee the financial activities and financial condition of the City of Tracy and its jurisdiction may include the review, discussion, and input on annual audits and compliance reporting, annual and quarterly budget updates, augmentations, and forecast, Long-term planning, including but not limited to:

- City revenues and expenses, including related fee and tax studies
- Deferred maintenance and capital planning
- Long-term liabilities, debt, and other finance planning

The committee will consist of two Council Members; appointed annually per the Council's appointment procedures. The committee meets quarterly on the 2nd Monday of first month at 5:00 p.m. (Resolution 2025-025)

B. **Tracy Homelessness Advisory Committee**

1. (Chair)
- 2.

On February 16, 2021, City Council formed a Homelessness Advisory Committee with the purpose of implementing the Tracy Homelessness Strategic Plan including the possible amendment of such plan, and the purpose to continue to address homelessness in the City of Tracy. On March 16, 2021, Council adopted Resolution 2021-033 forming the Tracy Homelessness Advisory Committee and appointing Council Members to serve on the committee: The Committee meetings are on the third Thursday of the month at 7:00 p.m. (Resolution 2023-085)

II. CITY PARTNERSHIPS

A. City/Chamber Liaison Committee

- 1.
2. (Alternate)
3. City Manager

Meets quarterly, typically on the second Monday of the designated month at 4:00p.m. at the Chamber to discuss issues of concern to both the City and the Chamber, i.e. Fourth of July activities, Downtown activities, etc. The Committee meets on the second Monday of every other month at 4:00 p.m.

B. City/Schools Liaison Committee

- 1.
- 2.
3. (Alternate)
4. City Manager
5. Police Chief
6. Assistant City Manager
7. Operations and Utilities Director
8. Parks and Recreation Director

Meets every other month with School District officials to discuss issues of mutual concern, i.e. school pedestrian routes, bus routes, facilities, crossing guards, etc.

C. South San Joaquin County Fire Authority (SSJCFA) – Joint Powers Authority

- 1.
- 2.
3. (Alternate)

The SSJCFA consists of four members - two Council Members appointed annually by the City Council, and two Board Members of the Tracy Rural Fire Protection District appointed annually by the Board. The Board of Directors meets on a monthly basis and has the responsibility to manage and administer the fire protection services provided to the jurisdictional area of the South San Joaquin County Fire Authority. The meetings are held on the second Thursday of each month at 4:00 p.m. at Fire Administration.

D. Tracy Chamber Governmental Affairs Committee

- 1.
2. (Alternate)
3. City Manager (or Designee)

The purpose of the Tracy Chamber Governmental Affairs Committee is to provide information and updates to Chamber membership on issues and legislation affecting businesses. Every month, the Chamber invites businesses to agenda the Governmental Affairs Committee to engage in dialogue about issues affecting the business community, as well as receive updates from local, county, state, and federal representatives. The committee meets on the third Wednesday of every month at 4:00 p.m. at the Chamber of Commerce office.

III. **MULTI-AGENCY/THIRD AGENCY MEMBER APPOINTMENTS**

A. Altamont Regional Traffic Authority (ARTA) Joint Powers Authority (JPA) Contact: Liz McElligott, Assistant Planning Director, (510) 670-6120, elizabeth.mcelligott@acgov.org

1. Mayor Arriola

Primary purpose is to collect and authorize expenditure of transportation impact fees. The JPA consists of Mayor of Tracy, Mayor of Livermore, and Supervisor from Alameda County BOS District 1. Meets as needed.

B. Ava Community Energy Authority (Formerly East Bay Community Energy Authority - EBCE)

Contact: Adrian Bankhead, Board Clerk – (510) 906-0491 Email: abankhead@avaenergy.org and Alex DiGiorio, Public Engagement Manager – (510) 993-7562 Email: adigiorgio@avaenergy.org

1.
2. (Alternate)

Background: Alameda County and Cities in Alameda County developed the East Bay Community Energy Authority Joint Powers Agreement (JPA) which creates the East Bay Community Energy Authority (Authority), which governs and operates the CCA program. The Authority provides alternate electric services to consumers under a JPA with Alameda County and the vast majority of all cities in that county. On August 20, 2019, the City Council authorized staff to pursue services with East Bay Community Energy (EBCE). The EBCE Board of Directors is made up of an elected officials from each of the participating jurisdictions and one representative (non-voting) from the Community Advisory Committee (CAC). The Board meets monthly on the third Wednesday of each month except for an August recess month. The members receive a \$123.55 stipend per monthly meeting which is adjusted each June to reflect the Bay Area consumer price index. Meeting location: Lake Merritt Room, Cal State East Bay, The Oakland Center, In the Transpacific Center, 1000 Broadway, Suite 109, Oakland, CA, 94607, at 6:00 p.m.

On December 26, 2023, an email was received from Ava Community Energy notifying the City that East Bay Community Energy Authority passed Resolution No. R-2023-54 changing the organization's name to Ava community Energy Authority.

C. City Selection Committee

Contact: Chealsea Breitenbucher, Chief Deputy Clerk, (209) 468-3236
cbreitenbucher@sjgov.org

1. Mayor Arriola

This committee is composed of the Mayors of the cities in San Joaquin County and addresses issues related to membership and appointments to regional boards, such as LAFCO, Delta Protection Agency, and the San Joaquin Valley Unified Air Pollution Control District, etc.

D. Integrated Waste Management Task Force (Formerly: Solid Waste Management Plan Advisory Task Force)

Contact: Fritz Buchman, SJC Public Works Department – (209) 468-3000

- 1.
2. (Alternate)
3. Operations and Utilities Director

This task force is comprised of elected representatives of the governmental agencies responsible for preparing the County Integrated Waste Management Plan. The duties of the task force include: identifying solid waste management issues of County-wide or regional concern; facilitating the development of multi-jurisdictional arrangements for the marketing of recyclable materials; developing goals, policies and procedures consistent with guidelines and regulations adopted by the Department of Resources Recycling and Recovery, and advising the Board of Supervisors on matters pertaining to the Countywide Household Hazardous Waste Program. Meets as needed.

E. LAFCO (Local Agency Formation Commission)

Mitzi Stites – Commission Clerk. Phone (209) 468-3197 Email: mstites@sjgov.org

1. (May 2026 rotation as Alternate for the commission)

City of Tracy's next rotation as a Voting Member will not be until 2027. LAFCO is responsible for coordinating logical and timely changes in local governmental boundaries, including: annexations and detachments of territory; incorporations of cities; formations of special districts; and consolidations, mergers, and dissolutions of districts. LAFCO Commission meets regularly on the second Thursday of each month at 9:00 a.m. Terms expire the first Monday in May.

F. League of California Cities, Central Valley Division Executive Committee

Contact: Marla Livengood Regional Public Affairs Manager, (209) 747-3734, mlivengood@calcities.org

- 1.
2. (Alternate)

The Central Valley Division includes 25 cities in Calaveras, Merced, Madera, San Joaquin, Stanislaus, and Tuolumne counties and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. Elected city officials and professional city staff attend division meetings. Meets Quarterly in various locations.

G. San Joaquin Council of Governments (COG)

Contact: Vanessa Gallegos Phone: (209) 235-0577 Email: gallegos@sjcog.org

- 1.
2. (Alternate)

The Council of Governments meets monthly and deals with regional issues, including transportation issues, habitat mitigation, regional rail issues, airport land use matters, etc. The Board includes one representative from the cities of Ripon, Escalon, Lathrop, Lodi, Manteca, and Tracy; three representatives from the City of Stockton; three representatives from the Board of Supervisors. Members receive a \$100 stipend per meeting. Meetings are held in Stockton at 4:00 p.m. on the fourth Thursday of the month.

H. San Joaquin County Water Advisory Commission

Contact: Selinda Centeno, San Joaquin County Public Works Dept. (209) 468-3560

- 1.
2. Public Works Director
3. Stephanie Reyna-Hiestand, Assistant Director – Utilities, (Alternate)

Appointed by the Board of Supervisors, this Commission acts in an advisory capacity to the San Joaquin County Flood Control and Water Conservation District. Consists of 22 members from the various cities and water agencies in San Joaquin County. Meets on the 3rd Wednesday of each month at 1:00 p.m. Location: Public Health Conference Room, 1601 E. Hazelton, Stockton, CA.

I. San Joaquin Partnership

Contact: Reyna DeKasha, reyna@sanjoaquinusa.org or Rene Armendariz (209-956-3380) rene@sanjoaquinusa.org

- 1.
2. (Alternate)

The San Joaquin Partnership is a non-profit, private-public economic development corporation assisting business and industry to locate into San Joaquin County. The partnership meets on the fourth Thursday of each month at 8:00 a.m. Location: 2431 W. March Lane, Suite 103, Stockton, CA. 95207.

J. San Joaquin Regional Rail Commission

Contact: Jaclyn Miramontes, 209-944-6289, jackie@acerail.com Rail Commission staff (1-800-411-7245)

- 1.

The San Joaquin Regional Rail Commission oversees the development of rail services on a regional basis. The San Joaquin Regional Rail Commission owns and operates and is the policy-making body for the Altamont Corridor Express (ACE) service. SJRRC is governed by a Board of Directors which consists of six full-voting members from San Joaquin County and two special voting members from Alameda County. The members are appointed by the San Joaquin Council of Governments (SJCOG) and are based on nominations by the local elected government. Ex-officio members represent Caltrans District 10, the San Joaquin Regional Transit District (SJRTD), SJCOG and StanCOG. The commission meets monthly on the first Friday of each month at 8:00 a.m. Location: Robert J. Cabral Station, South Hall Meeting Room, 949 East Channel Street, Stockton, CA. (Appointed by Commission) The San Joaquin Regional Rail Commission (SJRRC).

K. Special City Selection Committee, SJVAPCD

Contact: Samir Sheikh, Executive Director – (559) 230-6036, Email: samir.sheikh@valleyair.org, Katrina Rojas, Clerk of the Board (559) 230-6038) Email: Katrina.Rojas@valleyair.org

- 1.
2. (Alternate)

The Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's Governing Board. Meets as needed.

L. Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)
Contact: Kevin Sheridan, 209-403-4340

- 1.
2. (Alternate)

The Tri-Valley-San Joaquin Valley Regional Rail Authority was formed for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's (BART) rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley region. The Authority consists of 15 members representing the Tri-Valley cities, the Central Valley cities, and BART. Meets on second Wednesday of the month. Location rotates.

Agenda Item 4.E

RECOMMENDATION

Adopt a Resolution approving the City's 2026 Biennial State Legislative Platform and 2026 Biennial Federal Legislative Platform (Platforms).

EXECUTIVE SUMMARY

In December 2023, the City Council adopted the 2023-2025 Legislative Platform with the intention of adopting a new platform every two years. The purpose of establishing the policy was to enhance the advocacy efforts on behalf of the City by providing a protocol for responding to legislative bills, actions and/or state, federal or judicial developments and measures that directly or indirectly affect the City. Under the adopted policy, the City Manager has been responsible for coordinating the City's legislative and grant efforts by promoting the City Council's policy priorities to other government entities.

To facilitate the process and enhance the City's communication to the City's Federal, State, and local legislators and supporting agencies, staff proposes that the City Council adopt separate State and Federal Legislative Platforms outlining the City Council's Goals and serving as the foundation of a strategic and focused advocacy strategy. The Platforms would enhance the existing Legislative Response Policy by providing additional guidance for staff and ensuring that positions are appropriately tailored to each level of government.

Staff is recommending the City Council adopt the proposed State and Federal Legislative Platforms and further requesting that the City Council adopt updated Legislative Platforms biennially following each City Council election to ensure the platforms reflect the current Council's priorities and strategic vision.

BACKGROUND AND LEGISLATIVE HISTORY

Enhancing the City's advocacy efforts motivated the establishment of this policy, which provides a protocol for responding to legislative bills, actions and/or state, federal or judicial developments and measures that directly or indirectly affect the City. Coordination of the City's legislative and grant efforts falls under the City Manager's responsibility as defined by the adopted policy, with a focus on promoting the City Council's policy priorities to other government entities. When determining whether to communicate support or opposition to proposed legislation, the City evaluates proposals against the City Council's Strategic Priorities Goals and Objectives.

In December 2023, Council adopted Resolution 2023-253 approving the City's 2023 – 2025 legislative platform. The platform included Federal and State legislative positions and strategic funding priorities.

Various agencies and organizations periodically request the City's support or opposition on particular issues or positions. These requests originate from entities including Valley Link, San Joaquin County and/or San Joaquin Council of Government, as well as through the City's partner networks such as National League of Cities or California League of Cities. Community-generated requests also arrive from local advocacy organizations and other coalitions. Alignment between the City Council's priorities and received requests occurs in most cases, allowing the City Manager to respond administratively to these support requests through the established policy. However, increased activity in the legislative space has revealed that local preferences do not always match those of regional partners.

Summarizing the City's legislative priorities to guide advocacy efforts at the state and federal level serves as the primary purpose of the Legislative Platforms. Broad policy statements pertaining to a variety of issues affecting the City of Tracy comprise the Legislative Platforms. A streamlined process through which the City Council, City Manager, City staff, and the City's legislative advocates may act in a timely manner in response to legislative proposals is provided by the Legislative Platforms. Biennial adoption following each City Council election allows the Platforms to serve as an opportunity to identify specific priority areas of interest for the City and the region, which benefit the local community. Development and maintenance of the Legislative Platforms, both historically and in the future, draws from legislative positions taken by the City Council, input from the City Council, City Manager, and City staff, research of current law and pending legislation, and discussions with local legislative staff, all in consultation with the City's legislative advocates.

ANALYSIS

Townsend Public Affairs serves as the City's contracted partner for both State and Federal lobbying, advocacy, and grant writing support. Working collaboratively with Townsend, staff have compiled the City's policy and advocacy efforts into two comprehensive documents, now presented to the Council as the State Legislative Platform and Federal Legislative Platform.

A significant advancement in the City's legislative advocacy approach is reflected in the 2026 Platforms. By creating distinct State and Federal documents, the City ensures clarity and eliminates positions that are not applicable at each governmental level. This structural separation allows for more targeted and effective advocacy, ensuring that staff and legislative advocates can respond quickly and appropriately to opportunities and challenges at each level of government.

Seven legislative position categories organize each Platform, arranged alphabetically for organizational purposes only and do not represent a ranking in priority order. The categories include:

1. Community and Recreation Services
2. Environmental Sustainability
3. Governance and Transparency (State) or Governance and Local Control (Federal)
4. Housing, Land Use, and Homelessness (State) or Housing and Community Development (Federal)
5. Public Safety
6. Revenue, Taxation, and Economic Development
7. Transportation and Infrastructure

This organizational structure mirrors best practices from other jurisdictions and provides clear guidance for staff and advocates when responding to legislative proposals.

Positions within the State and Federal Platforms have been specifically tailored to each level of government. The State Platform, for instance, includes positions on California Environmental Quality Act reform, state prison populations, and marijuana retail operations. In contrast, the Federal Platform includes positions on National Environmental Policy Act reform and Community Development Block Grants. This careful tailoring ensures that the City's advocacy efforts are focused and relevant to the appropriate legislative body.

The State Legislative Platform consists of a total of 69 individual position statements addressing issues within state jurisdiction. Similarly, the Federal Legislative Platform contains a total of 58 individual position statements addressing issues within federal jurisdiction. Within each legislative position category, a variety of issues that the City seeks to support or oppose are outlined. For reference purposes, these items were lettered.

Together, the Legislative Positions and statements of positions represent the City Council's 2026 State and Federal Legislative Platforms. The proposed Platforms serve as a framework for future advocacy, with staff seeking the current City Council's approval. Biennially, following each City Council election, the newly elected or re-elected Council will have the opportunity to review and adopt updated Legislative Platforms, allowing for modifications as the Council deems appropriate to reflect their priorities and strategic vision for the community.

Active grant pursuit at both the state and federal levels remain a key component of the City's advocacy efforts, with staff and the City's lobbyists continuously seeking funding opportunities. Annual updates to the Strategic Funding Priorities section in each Platform will occur as part of the Capital Budget adoption process, informing the City's legislative partners about priority projects while they are developing funding

opportunities. This proactive approach ensures that the City remains competitive for grant funding and that our advocates can pursue funding as opportunities arise.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the State and Federal Legislative Platforms. Staff will continue to actively seek and apply for grants as they develop during 2026.

COORDINATION

The City Manager's Office coordinated the compilation and review process.

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Government Accountability and supports the City's efforts to maintain effective advocacy at the state and federal levels.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a Resolution approving the 2026 Biennial State Legislative Platform and 2026 Biennial Federal Legislative Platform (Platforms).

Prepared by: Bryan Bravo, Legislative Analyst

Reviewed by: Felicia Galindo, Budget Officer
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

- A. 2026 State Legislative Platform
- B. 2026 Federal Legislative Platform



CITY OF TRACY

State Legislative Platform

A guide to the City's approach to Legislative Matters at the state level of government.



**STRATEGICALLY
POSITIONED**

Between the Bay Area and Sacramento, connecting regional economies



**TRANSPORTATION &
LOGISTICS CORRIDOR**

Supporting statewide mobility and goods movement



**A GROWING
REGIONAL HUB**

Balancing housing, jobs, and infrastructure investment

City Council



Dan Arriola, Mayor



Steve Abercrombie,
Mayor Pro Tem



Dan Evans,
Council Member



Dotty Nygard,
Council Member



Mateo Bedolla,
Council Member

State Delegation



Sen. Jerry McNerney, (SD 5)



Asm. Rhodesia Ransom, (AD13)

Federal Delegation



Rep. Josh Harder, (CA-9)



Sen. Alex Padilla



Sen. Adam Schiff

City of Tracy

Incorporated in 1910, the City of Tracy is a dynamic and growing community in San Joaquin County, California. With a population of over 95,000 residents, Tracy encompasses approximately 23 square miles and serves as a vital hub connecting the Central Valley to the Bay Area. The City provides a full range of municipal services and works to maintain Tracy’s quality of life while fostering economic growth and development.

Tracy’s strategic location along major transportation corridors, including Interstate 5, Interstate 205, and State Route 580, positions the City as a regional center for commerce, logistics, and residential development. The City’s economy is diversified, with strong sectors in warehousing and distribution, manufacturing, retail, and agriculture-related industries.

Working together, an elected City Council and City staff strive to represent, support, and protect the individuals, families, businesses, and natural resources that make Tracy a great place to live, work, and play.

Executive Summary

<i>Support</i>	<i>Oppose</i>
<ul style="list-style-type: none"> Direct funding to cities without having to be distributed through the State and County level. 	<ul style="list-style-type: none"> Legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.
<ul style="list-style-type: none"> Legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents. 	<ul style="list-style-type: none"> Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.
<ul style="list-style-type: none"> Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs. 	<ul style="list-style-type: none"> Legislation that enhances local flexibility for open meetings under the Brown Act.
<ul style="list-style-type: none"> Proposals which would provide the tools needed to attract economic development and jobs in the City. 	<ul style="list-style-type: none"> Any legislation that would pre-empt or reduce local discretion over locally imposed taxes.
<ul style="list-style-type: none"> Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access. 	<ul style="list-style-type: none"> Additional affordable housing production mandates unless funding is appropriated to finance the mandate.

City Staff & Legislative Advocate

Midori Lichtwardt, City Manager

Arturo Sanchez, Assistant City Manager

Bryan Bravo, Legislative Analyst

Carly Shelby, Deputy Director at Townsend Public Affairs

cshelby@townsendpa.com
925 L St. Suite 1404
Sacramento, CA 95814

2026 Priority Legislative Positions

1. Community and Recreation Services

Support

- a. State funding for local art, cultural, and music programs.
- b. Creation of more affordable, innovative, and quality parks and recreation facilities.
- c. Direct funding and local control to cities for public health services and preventative care programs.
- d. Inclusion of per-capita grants to cities and counties within statewide park bond measures.
- e. Increasing opportunities for California's multi-generational residents to participate in civic engagement activities.
- f. Legislation that would provide funding for day care facilities for California's youth, adults, and seniors.

2. Environmental Sustainability

Support

- a. Efforts to streamline and improve the state environmental review processes, including California Environmental Quality Act reform, and return local control to cities.
- b. Funding for programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- c. Funding for the retrofitting of municipal buildings to increase energy efficiency.
- d. Efforts to remediate groundwater contamination.
- e. Funding for the implementation of climate action plans.
- f. Legislation and funding that assist cities and local businesses with state mandated organics recycling requirements.
- g. Efforts that encourage and incentivize regional coordinated planning activities for environmental hazard mitigation and natural disaster prevention and response.
- h. Alignment of state environmental goals with local general plans, capital improvement programs, and climate action plans.

3. Governance and Transparency

Support

- a. Legislation that enhances local flexibility for open meetings under the Brown Act, including teleconferencing, virtual public participation, and noticing of agenda items.
- b. Legislation that allows local governments to regulate disruptive behavior in public meetings.
- c. Policies that modernize open meeting laws to accommodate virtual participation, technological innovation, and evolving administrative practices, while ensuring that local governments are not exposed to undue liability for the responsible use of artificial intelligence and automated tools.
- d. Legislation that upholds the ability of residents to participate in local government decisions.

Oppose

- e. Legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents.
- f. Efforts to restrict local control on city districting decisions.
- g. Legislation that mandates costly and unnecessary procedures related to the election process.
- h. Legislation that would allow the state to modify the terms of an executed Joint Powers Authority agreement.
- i. Legislation and unfunded mandates imposing impractical requirements on records collection.
- j. Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology support, and other professional services, or creates burdensome reporting requirements for doing so.

4. Housing, Land Use, and Homelessness

Homelessness

Support

- a. The allocation of funding directly to cities for homelessness services and the construction of transitional housing facilities.
- b. State funding directly to cities that provides sustained operational support for non-congregate shelter, interim housing, navigation centers, and other temporary housing models, recognizing that capital investments alone are insufficient to achieve successful outcomes.
- c. Legislative efforts that will allocate State homeless dollars directly to cities, such as the Homeless Housing, Assistance and Prevention program and others, based on city point-in-time numbers.

- d. Legislative changes to Coordinated Entry requirements that allow local governments to prioritize based on local unsheltered needs.
- e. Legislative efforts that have a focus on keeping people in housing, once placed, for many years.
- f. Accountability and performance reporting that is meaningful, achievable, and tied to outcomes rather than process compliance.
- g. Legislative reforms that ensure state homelessness funding is allocated directly to cities through regional entities on an equitable basis based on demonstrated need, readiness, and local investment. Cities with existing congregate housing shelter operations should be provided with preferential funding treatment.

Housing and Land Use

Support

- h. Incentive-based housing legislation to encourage expanding housing supply in the City, including flexibility for local jurisdictions to work together to provide housing that counts towards Regional Housing Needs Assessment (RHNA) requirements.
- i. State funding for affordable senior and veteran housing opportunities and projects.
- j. Legislation that revises the California Environmental Quality Act for purposes of expediting land use and housing projects.
- k. Legislation that preserves local discretion in the assessment, collection, and usage of development fees.
- l. Funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.
- m. Legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.
- n. Legislation that preserves local flexibility in the adoption and implementation of health and safety standards contained in the building codes.
- o. State funding for infrastructure necessary to support housing development, including water, wastewater, transportation, and schools.

Oppose

- p. Additional affordable housing production mandates unless funding is appropriated to finance the mandate.
- q. Legislation that prohibits the imposition of parking minimums.

5. Public Safety

Support

- a. Efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- b. Legislation that provides for greater penalties associated with organized retail theft operations.
- c. Legislation that allows local governments greater flexibility in controlling speed limits and imposing fines for traffic violations.
- d. Policies that create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.
- e. Enhanced local control over public nuisances.
- f. Legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.
- g. Additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

Oppose

- h. Legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.
- i. Legislation which would interfere with a City's ability to use emerging technology to bolster law enforcement efforts.
- j. Legislation that usurps local discretion with the operation of marijuana retail sites and delivery.

6. Revenue, Taxation, and Economic Development

Support

- a. Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.
- b. Proposals which would provide the tools needed to attract economic development and create jobs in the City.
- c. Legislation that would incentivize the hiring of unemployed job seekers from high-risk populations, including the homeless, individuals coming out of jails, the long-term unemployed like welfare recipients, individuals with disabilities and economically disadvantaged youth with barriers to employment.

Oppose

- d. State actions that would preempt, restrict, reinterpret, or otherwise undermine local discretion over the adoption, administration, or use of such revenues.
- e. Legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.
- f. Legislation seeking to block local governments from using economic development tools to generate revenue and facilitate job creation.
- g. Any legislation that would pre-empt or reduce local discretion over locally imposed taxes.
- h. Legislation that would eliminate the tax exemption for municipal bonds.
- i. Efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues.

7. Transportation and Infrastructure

Support

- a. Policies and funding to enhance and expedite the development of the Valley Link Rail Project.
- b. Working with regional partners (governmental, private, and nonprofit) to identify and pursue funding for projects improving infrastructure within the City.
- c. Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.
- d. Legislation that protects local government authority over telecommunications facilities placed within public right-of-ways to include the aesthetics of equipment installed by contractors.
- e. The preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks.
- f. Efforts that streamline funding between the state and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects.
- g. Legislation that expands and modernizes public contracting authorities to allow cities to utilize best-value procurement methods for public works, infrastructure, and facility projects, where appropriate, as an alternative to lowest responsible bidder requirements.

Oppose

- h. Legislation that conditions a city's share of transportation funding on housing-related goals.

Strategic Funding Priorities

The City of Tracy is committed to harnessing available state programs to fund priority projects. The City plans to utilize its advocates to apply for various grant programs. The City has identified the following priority funding projects outlined below. Because funding opportunities and projects tend to diversify each year, the City will plan to update its funding priorities document on an annual basis to align with each new budget cycle.

A. Valley Link: Connecting Bart to Ace Rail Systems

The Tri-Valley – San Joaquin Valley Regional Rail Authority was created by the State of California to plan and construct a commuter rail connection (Valley Link) between San Joaquin Valley cities and the Bay Area Rapid Transit (BART) rail system, including connections with the Altamont Corridor Express (ACE) rail system. Valley Link is anticipating transporting 25,000 to 28,000 commuters by 2040 and will provide significant benefits including a reduced commute time, improved freight movement, increased access to jobs and housing, decreased emissions, providing a framework for transit-oriented development, preserving open space, and increasing safety.

Funding Request: The City of Tracy is requesting \$25 million for Local Stations and Maintenance facilities to increase access to safe and reliable public transportation to and from the Bay Area.

B. Lammers Road/I-205 Interchange Project

Interstate 205 (I-205) is included in the National Highway Freight Network (NHFN) and primarily serves to channel commuter and freight traffic from the north (Stockton and Sacramento), east (Manteca, Oakdale, Sonora), and south (Modesto, Merced) to the San Francisco Bay Area via Interstate 580 and the Altamont Pass. Residents in San Joaquin County have one of the longest commute times in the nation. The construction of a new interchange at Lammers Road and I-205 is necessary to relieve traffic congestion from the I-205 corridor to the City of Tracy and Mountain House areas. The project will provide connectivity to both east and westbound ramps from Eleventh Street and Byron Road. It will also provide access to the International Park of Commerce, the County's largest planned industrial park.

Funding Request: The City of Tracy is requesting \$110 million, which will enable a safer regional transportation network by relieving congestion from the I-205 Corridor, boosting the regional economy by creating economic development opportunities that will bring jobs closer to where employees live thus alleviating environmental impacts caused by ever-increasing commuters.

C. Tracy Nature Park: Regional Recreation and Education

In partnership with the federal government, the City of Tracy participated in a land exchange with the General Services Administration, entering a "Park Covenant" for the future development of a regional public park. The City's 99 acres of parkland is north of Interstate

I-205 and will provide regional recreational and educational opportunities. Features will include grasslands, open water, wet meadow, and woodland bound by miles of hiking paths including ADA-accessible trails, viewing platforms and interpretive and demonstration stations.

Funding Request: The City of Tracy is requesting \$8.3 million for the first phase of development to provide the regional recreational and educational nature park.

D. Central Valley Gateway Project Road & Bridge Expansion Project

This project is a critical logistical component for global goods movement through the Port of Oakland. To enable efficient freight movements, and alleviate regional commuter and commercial congestion, interchange upgrades on I-205 and I-580 are required to mitigate congestion along this portion of the National Freight Network. Modifying two interchanges and an access parkway in between, which includes a bridge over the Delta Mendota Canal, is critical for an efficient and safer regional transportation network. The project is a Public-Private Partnership between the City of Tracy; San Joaquin Council of Governments, MPO; Federal Highway Administration; California Department of Transportation; and Prologis, the investor.

Funding Request: The City of Tracy is seeking \$50 million for the interchanges to efficiently move goods regionally and nationally along a portion of the National Freight Network.

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Tracer Bus is the public transportation provider for the City of Tracy, sharing seven acres with the City of Tracy's Public Works yard to store and lease additional parking and maintenance space. Current annual ridership is 167,000 and is expected to reach approximately 360,000 annually over the next 5 years with the implementation of the City's Short-range Transit Plan. With its already-expanding fleet, a new site is needed.

Funding Request: The City is seeking \$6 million - \$10 million for site selection and design to accommodate current and future demands for services and maintenance, to improve technology capabilities, and to reduce overall environmental emissions. The new Transit Maintenance Yard will improve regional transit service and the city is seeking \$60-70 million.

F. Water Storage Reservoir

The City endeavors to provide a reliable water supply and improve water service pressures from the City's potable water system to serve the City's water customers. The City's 2018 Water System Master Plan identifies a need for new infrastructure and recommended a new water storage reservoir and pump station on the west side of the City to improve water service to the City's existing and some new water customers.

Funding Request: The City is requesting \$10 million to provide additional storage and improve pumping capacity for customers, fire flow, and emergency needs.

G. Energy Upgrades and Infrastructure

The city is committed to improving energy efficiency and sustainability across its municipal facilities and public infrastructure. This initiative includes energy upgrades with supplemental solar panels. In addition, the City is requesting funding for installation of Solar Panel Arrays at Water and Wastewater Treatment Plants to reduce energy consumption, lower operational costs, and improve air quality and environmental factors.

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The Project will assist in alleviating congestion and support goods movement efficiency between the City and the wider Bay Area through travel on the I-205 and I-580. The Project links multiple employment centers, including the IPC which is planned to have 16,000 jobs, and the growing City of Mountain House to the freeway. Commuters from the City and the City of Mountain House travel to and from the San Francisco Bay Area for good paying jobs. Freight traverses the freeway to the Port of Oakland, a significant economic hub in the Northern California Megaregion. The Project will improve access to the freeway, including the future managed lanes on I-205, with additional vehicle lanes and freeway ramp modifications. The improvements will significantly reduce travel times for trucks and commuters.

Funding Request: The City of Tracy is seeking \$61 million to support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, and enhance mobility and job access for neighboring Areas.

I. I-205 Chrisman Interchange Project

The purpose of the project is to provide a new connection to Interstate 205 that serves the existing and planned residential, commercial and industrial development in the area. The project would also relieve the forecasted increase in traffic demand at surrounding interchanges and increase regional mobility. The project is needed to accommodate future traffic demands for the City of Tracy and City of Lathrop, as the northeast area of Tracy and its surrounding communities are growing and developing over the next few decades. This growth would continue result in a breakdown of ingress/egress to the Interstate 205 interstate system, increasing delay and decreasing connectivity across Interstate 205 and within the City of Tracy.

Funding Request: The City of Tracy is seeking \$ 80 million to support efforts enhance mobility and job access for neighboring Areas.

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The New Jerusalem Airport is a non-towered, unclassified public airport owned and operated by the City of Tracy. It is located approximately 8 miles southeast of the City of Tracy's central business district in San Joaquin County, California. It covers 394 acres and has a single runway in use. Aircraft frequenting the airport include private general aviation

aircraft serving the surrounding cities of San Francisco, Sacramento, San Jose, and Concord; light sport aircraft such as powered paragliders and powered parachute aircraft, crop dusters, student pilots, hot air balloonists, and remote-controlled model aircraft. Requests for an aircraft research and development testing area have been received from the Advanced Air Mobility (AAM) and Unmanned Aircraft Systems (UAS) communities. Tracy has been working with the Federal Aviation Administration, State of California Division of Aeronautics, AAM, and UAS groups to explore the creation of a state-of-the-art research and development testing facility site. The first step towards this endeavor will first be a Master Plan Study that will include an obstruction survey with a mitigation plan, a design of infrastructure including water, sewer, internet, and electricity, a pavement study, and a noise study. The studies will culminate with an airport layout and implementation plan.

Funding Request: The City of Tracy is seeking \$300,000 to prepare the New Jerusalem Master Plan.

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The historical Tracy Municipal Airport is located three miles southwest of the center of Tracy in San Joaquin County, California. The airport, owned and operated by the City of Tracy, covers 310 acres and has two runways. Built in 1928 as an American Legion airport, it has been instrumental over the years in fulfilling the needs of aviation through pilot training, military usage, and even the manufacturing of aircrafts. Each year the airport has seen continued growth. Operations have been averaging 161 flights per day, comprising of 65% transient traffic, 34% local traffic, and 5% air taxi. Approximately 107 aircraft are based at the airport: 97 single engine, 4 multi-engine, 1 jet, 2 helicopters and 3 ultralight craft. To address insufficient amenities and improve service, a terminal building is proposed consisting of approximately 3,000 square feet which will provide a large passenger and pilot's lounge, flight planning room, restrooms with showers (there currently is only a small waiting room with no running water or bathrooms available for pilots on the airfield), conference room, airport management offices, galley kitchen, and overnight hangar rental space for transient traffic. To meet the needs of ever-increasing general aviation and business air travel, the new state of the art facility will provide a safe and comfortable environment for pilots (as well as the young at heart watching planes on the airfield).

Funding Request: The City of Tracy is requesting \$500,000 for terminal design and \$2.5 million for terminal construction.

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The Tracy Police Department is advancing efforts to modernize its communication infrastructure through integration with the East Bay Regional Communications System Authority (EBRCSA) and migration to a P25 trunked radio system. This initiative will enhance public safety, officer safety, and regional interoperability across agencies during critical incidents and daily operations. The existing conventional UHF radio system lacks the interoperability, redundancy, and modern feature set required for large-scale incidents or mutual-aid coordination. By joining the EBRCSA regional ASTRO 25 trunked network, the Department will benefit from secure, scalable, and resilient communications while leveraging shared regional resources. The City has already committed approximately \$2.7

million to phased equipment purchases for portable and mobile radios. The proposed infrastructure upgrades will enhance coverage and reliability through two simulcast RF sites, improve connectivity with microwave links and MPLS routers, modernize dispatch operations with console upgrades, and increase efficiency and cybersecurity through virtualized site controllers.

Funding Request: The City of Tracy is requesting \$6.5 million for RF System infrastructure, microwave backhaul, console reconfiguration, systems integration, warranty, optional CommandCentral AXS Consoles, and post-warranty maintenance and lifecycle services through 2031.



CITY OF TRACY

Federal Legislative Platform

A guide to the City's approach to Legislative Matters at the federal level of government.



**STRATEGICALLY
POSITIONED**

Between the Bay Area and Sacramento, connecting regional economies



**TRANSPORTATION &
LOGISTICS CORRIDOR**

Supporting statewide mobility and goods movement



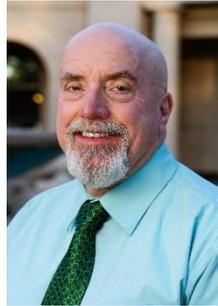
**A GROWING
REGIONAL HUB**

Balancing housing, jobs, and infrastructure investment

City Council



Dan Arriola, Mayor



Steve Abercrombie,
Mayor Pro Tem



Dan Evans,
Council Member



Dotty Nygard,
Council Member



Mateo Bedolla,
Council Member

State Delegation



Sen. Jerry McNerney, (SD 5)



Asm. Rhodesia Ransom, (AD13)

Federal Delegation



Rep. Josh Harder, (CA-9)



Sen. Alex Padilla



Sen. Adam Schiff

City of Tracy

Incorporated in 1910, the City of Tracy is a dynamic and growing community in San Joaquin County, California. With a population of over 95,000 residents, Tracy encompasses approximately 23 square miles and serves as a vital hub connecting the Central Valley to the Bay Area. The City provides a full range of municipal services and works to maintain Tracy’s quality of life while fostering economic growth and development.

Tracy’s strategic location along major transportation corridors, including Interstate 5, Interstate 205, and State Route 580, positions the City as a regional center for commerce, logistics, and residential development. The City’s economy is diversified, with strong sectors in warehousing and distribution, manufacturing, retail, and agriculture-related industries. Working together, an elected City Council and City staff strive to represent, support, and protect the individuals, families, businesses, and natural resources that make Tracy a great place to live, work, and play.

Executive Summary

<i>Support</i>	<i>Oppose</i>
<ul style="list-style-type: none"> • Maximum federal funding directly to local agencies for infrastructure projects. 	<ul style="list-style-type: none"> • Unfunded federal mandates imposing impractical requirements on local governments.
<ul style="list-style-type: none"> • Direct funding to cities without having to be distributed through the State and County level. 	<ul style="list-style-type: none"> • Federal actions that would preempt or undermine local discretion over the use of local revenues.
<ul style="list-style-type: none"> • Incentive-based housing legislation that encourages construction, building and returns local control to cities to expand housing supply. 	<ul style="list-style-type: none"> • Additional affordable housing production mandates unless funding is appropriated to finance the mandate.
<ul style="list-style-type: none"> • Legislative efforts that will allocate federal homeless dollars based on city point-in-time numbers and demonstrated outcomes. 	<ul style="list-style-type: none"> • Legislation that would eliminate the tax exemption for municipal bonds.
<ul style="list-style-type: none"> • Efforts that streamline funding between federal and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects. 	<ul style="list-style-type: none"> • Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology supports, and other professional services..

City Staff & Legislative Advocate

Midori Lichtwardt, City Manager

Arturo Sanchez, Assistant City Manager

Bryan Bravo, Legislative Analyst

Joseph Melo, Federal Advocacy Manager at Townsend Public Affairs

jmelo@townsendpa.com
600 Pennsylvania Ave. SE,
Suite 360 Washington, DC
20003

2026 Priority Legislative Positions

1. Community and Recreation Services

Support

- a. Federal funding for parks and recreation facilities.
- b. Inclusion of per-capita grants to cities within federal park funding programs.
- c. Direct funding to local governments for public health services and preventative care programs.
- d. Increasing opportunities for multi-generational residents to participate in civic engagement activities.
- e. Legislation that would provide funding for day care facilities for youth, adults, and seniors.
- f. Federal funding for local art, cultural, and music programs.

2. Environmental Sustainability

Support

- a. Efforts to streamline and improve federal environmental review processes, including National Environmental Policy Act reform.
- b. Programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- c. Funding for the retrofitting of municipal buildings to increase energy efficiency.
- d. Efforts to remediate groundwater contamination and protect water quality.
- e. Funding for the implementation of climate action plans.
- f. Efforts that encourage and incentivize regional coordinated planning activities for environmental hazard mitigation and natural disaster prevention and response.

3. Governance and Local Control

Oppose

- a. Unfunded federal mandates imposing impractical requirements on local governments.
- b. Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology supports, and other professional services, or creates burdensome reporting requirements for doing so.

Support

- c. Maximum federal funding directly to local agencies for infrastructure projects critical to the economic vitality of the City, with emphasis on freight movement and goods transportation.
- d. Direct funding to cities without having to be distributed through the State and County level.
- e. Policies that modernize open meeting laws to accommodate virtual participation, technological innovation, and evolving administrative practices.
- f. Legislation that upholds the ability of residents to participate in local government decisions.

4. Housing and Community Development

Unsheltered Populations

Support

- a. Legislative efforts that will allocate federal homeless dollars based on city point-in-time numbers and demonstrated outcomes.
- b. Legislative changes to Coordinated Entry requirements that allow local governments to prioritize based on local needs and community conditions.
- c. Federal funding that provides sustained operational support for emergency shelter, transitional housing, and programs that address root causes of homelessness including substance use disorders and mental illness.
- d. Allocation of federal funding for transitional housing facilities that emphasize self-sufficiency, treatment, and recovery programs.
- e. Legislative efforts that promote long-term stability and self-sufficiency for individuals and self-sufficiency for individuals transitioning out of homelessness.
- f. Accountability and performance reporting that is meaningful, achievable, and tied to outcomes rather than process compliance.

Housing Development

Oppose

- g. Additional affordable housing production mandates unless funding is appropriated to finance the mandate.

Support

- h. Incentive-based housing legislation that encourages construction, building and returns local control to cities to expand housing supply.
- i. Federal funding for affordable senior and veteran housing opportunities and projects.

j. Funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.

k. Federal funding for infrastructure necessary to support housing development, including water, wastewater, transportation, and schools.

5. Public Safety

Support

- a. Legislation that provides for greater penalties associated with organized retail theft operations.
- b. Legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.
- c. Efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- d. Additional federal funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.
- e. Full and flexible funding for ongoing emergency preparedness and all-hazard planning.
- f. Maintaining or reducing current cost-share levels in the Stafford Act.
- g. Emergency management policies, practices, and funding to be designed in a way that promotes innovation locally with maximum flexibility for services to target individual community needs.
- h. Technical assistance for counties and cities to assist staff in navigating Direct Assistance programs and regulatory requirements for approved disaster projects.

6. Revenue, Taxation, and Economic Development

Oppose

- a. Federal actions that would preempt or undermine local discretion over the use of local revenues.
- b. Legislation that would eliminate the tax exemption for municipal bonds.

Support

- c. Proposals which would provide the tools needed to attract economic development and create jobs in the City.
- d. Legislation that would incentivize the hiring of unemployed job seekers from high-risk populations, including the homeless, individuals coming out of jails, the long-term unemployed like welfare recipients, individuals with disabilities and economically disadvantaged youth with barriers to employment.

- e. Legislation and administrative efforts to ensure protection of tax-exempt bonds.
- f. Reinstate/reinstitute some form of practical tax increment financing.
- g. Funding for trade corridors, gateways, intermodal connectors, and freight facilities in the region.
- h. Strong funding for Community Development Block Grants.
- i. Funding to come to local jurisdictions without having to be distributed through the State and County level.

7. Transportation and Infrastructure

Support

- a. Working with regional partners (governmental, private, and nonprofit) to identify and pursue federal funding for projects improving infrastructure within the City.
- b. Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.
- c. Preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks.
- d. Efforts that streamline funding between federal and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects.
- e. Legislation that expands and modernizes public contracting authorities to allow cities to utilize best-value procurement methods for public works, infrastructure, and facility projects, where appropriate.
- f. California's fair share of contributions from the Federal Highway Trust Fund
- g. Cities to share equitably in the growth of federal revenues available to California for the network of local roads.
- h. Surface Transportation Reauthorization that provides funding for trade corridors, gateways, intermodal connectors and freight facilities.
- i. Increase federal investment in goods movement corridors.
- j. Development of policies that allow for the improvement of strategic freight bottlenecks to accommodate the growing logistics industry in our region.
- k. Legislation and budgetary proposals that would provide funding assistance to local governments for electric vehicle charging infrastructure.
- l. Policies and funding to enhance and expedite the development of regional transit initiatives.

Strategic Funding Priorities

The City of Tracy is committed to harnessing available federal programs to fund priority projects. The City plans to utilize its advocates to apply for various grant programs, available surplus funds through earmark requests. The City has identified the following priority funding projects outlined below. Because funding opportunities and projects tend to diversify each year, the City will plan to update its funding priorities document on an annual basis to align with each new budget cycle.

A. Valley Link: Connecting Bart to Ace Rail Systems

The Tri-Valley – San Joaquin Valley Regional Rail Authority was created by the State of California to plan and construct a commuter rail connection (Valley Link) between San Joaquin Valley cities and the Bay Area Rapid Transit (BART) rail system, including connections with the Altamont Corridor Express (ACE) rail system. Valley Link is anticipating transporting 25,000 to 28,000 commuters by 2040 and will provide significant benefits including a reduced commute time, improved freight movement, increased access to jobs and housing, decreased emissions, providing a framework for transit-oriented development, preserving open space, and increasing safety.

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APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**ADOPTING THE CITY'S 2026 BIENNIAL STATE AND FEDERAL
LEGISLATIVE PLATFORMS**

WHEREAS, The City Council adopted the 2023 Biennial Legislative Platform (2023 Legislative Platform) in 2022 (Resolution 2022-180); and

WHEREAS, The purpose of establishing the policy was to facilitate the process and enhance the City's communication to the City's Federal, State, and local legislators and supporting agencies; and

WHEREAS, The City Manager is responsible for coordinating City efforts and promoting the City's policy priorities to other government entities; and

WHEREAS, In determining whether the City desires to communicate support or opposition to proposed legislation, the City Manager considers the City Council's Strategic Priorities Goals and Objectives (City Council Goals); and

WHEREAS, In 2019, the City contracted with Townsend Public Affairs (Townsend) for State lobbying and grant writing services; and

WHEREAS, In 2022, the City also contracted with Townsend for Federal lobbying and advocacy services; and

WHEREAS, The City Council desires to adopt separate State and Federal Legislative Platforms to ensure clarity and eliminate positions that are not applicable at each governmental level, allowing for more targeted and effective advocacy; and

WHEREAS, The 2026 State Legislative Platform includes 7 legislative position categories with a total of 69 individual position statements addressing issues within state jurisdiction; and

WHEREAS, The 2026 Federal Legislative Platform includes 7 legislative position categories with a total of 58 individual position statements addressing issues within federal jurisdiction; and

WHEREAS, Under each legislative position category, a variety of issues that the City seeks to support or oppose are noted, with statements of “support” generally listed first followed by statements of “oppose” for organizational purposes; and

WHEREAS, The Legislative Platforms are organized around seven core policy areas: Community and Recreation Services; Infrastructure and Resource Management; Governance and Transparency (State) or Governance and Local Control (Federal); Housing and Community Development; Public Safety; Revenue, Taxation, and Economic Development; and Transportation and Infrastructure; and

WHEREAS, The platforms are guided by four foundational principles: cultivating strategic economic development through the preservation of existing revenue streams; keeping Tracy safe; protecting local control; and supporting statewide and regional partners in advancing good public policy that strengthens local autonomy and resiliency; and

WHEREAS, Combined, the Legislative Positions and statements of positions are intended to represent the City Council’s 2026 State and Federal Legislative Platforms; and

WHEREAS, Listed at the end of each platform is the Strategic Funding Priorities, which will enable the City to be better positioned for notification of funding opportunities as they arise; and

WHEREAS, Staff recommends the City Council adopt the proposed 2026 State Legislative Platform and 2026 Federal Legislative Platform; and

WHEREAS, The list of Strategic Funding Priorities will be updated annually as part of the Capital Budget adoption by the City Council; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the 2026 State Legislative Platform and the 2026 Federal Legislative Platform.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 20th day of January 2026, 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. 2026 State Legislative Platform
Exhibit - 2. 2026 Federal Legislative Platform



CITY OF TRACY

State Legislative Platform

A guide to the City's approach to Legislative Matters at the state level of government.



**STRATEGICALLY
POSITIONED**

Between the Bay Area and
Sacramento, connecting
regional economies



**TRANSPORTATION &
LOGISTICS CORRIDOR**

Supporting statewide
mobility and goods
movement



**A GROWING
REGIONAL HUB**

Balancing housing, jobs,
and infrastructure
investment

City Council



Dan Arriola, Mayor



Steve Abercrombie,
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Dan Evans,
Council Member



Dotty Nygard,
Council Member



Mateo Bedolla,
Council Member

State Delegation



Sen. Jerry McNerney, (SD 5)



Asm. Rhodesia Ransom, (AD13)

Federal Delegation



Rep. Josh Harder, (CA-9)



Sen. Alex Padilla



Sen. Adam Schiff

City of Tracy

Incorporated in 1910, the City of Tracy is a dynamic and growing community in San Joaquin County, California. With a population of over 95,000 residents, Tracy encompasses approximately 23 square miles and serves as a vital hub connecting the Central Valley to the Bay Area. The City provides a full range of municipal services and works to maintain Tracy’s quality of life while fostering economic growth and development.

Tracy’s strategic location along major transportation corridors, including Interstate 5, Interstate 205, and State Route 580, positions the City as a regional center for commerce, logistics, and residential development. The City’s economy is diversified, with strong sectors in warehousing and distribution, manufacturing, retail, and agriculture-related industries.

Working together, an elected City Council and City staff strive to represent, support, and protect the individuals, families, businesses, and natural resources that make Tracy a great place to live, work, and play.

Executive Summary

<i>Support</i>	<i>Oppose</i>
<ul style="list-style-type: none"> Direct funding to cities without having to be distributed through the State and County level. 	<ul style="list-style-type: none"> Legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.
<ul style="list-style-type: none"> Legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents. 	<ul style="list-style-type: none"> Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.
<ul style="list-style-type: none"> Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs. 	<ul style="list-style-type: none"> Legislation that enhances local flexibility for open meetings under the Brown Act.
<ul style="list-style-type: none"> Proposals which would provide the tools needed to attract economic development and jobs in the City. 	<ul style="list-style-type: none"> Any legislation that would pre-empt or reduce local discretion over locally imposed taxes.
<ul style="list-style-type: none"> Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access. 	<ul style="list-style-type: none"> Additional affordable housing production mandates unless funding is appropriated to finance the mandate.

City Staff & Legislative Advocate

Midori Lichtwardt, City Manager

Arturo Sanchez, Assistant City Manager

Bryan Bravo, Legislative Analyst

Carly Shelby, Deputy Director at Townsend Public Affairs

cshelby@townsendpa.com
925 L St. Suite 1404
Sacramento, CA 95814

2026 Priority Legislative Positions

1. Community and Recreation Services

Support

- a. State funding for local art, cultural, and music programs.
- b. Creation of more affordable, innovative, and quality parks and recreation facilities.
- c. Direct funding and local control to cities for public health services and preventative care programs.
- d. Inclusion of per-capita grants to cities and counties within statewide park bond measures.
- e. Increasing opportunities for California's multi-generational residents to participate in civic engagement activities.
- f. Legislation that would provide funding for day care facilities for California's youth, adults, and seniors.

2. Environmental Sustainability

Support

- a. Efforts to streamline and improve the state environmental review processes, including California Environmental Quality Act reform, and return local control to cities.
- b. Funding for programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- c. Funding for the retrofitting of municipal buildings to increase energy efficiency.
- d. Efforts to remediate groundwater contamination.
- e. Funding for the implementation of climate action plans.
- f. Legislation and funding that assist cities and local businesses with state mandated organics recycling requirements.
- g. Efforts that encourage and incentivize regional coordinated planning activities for environmental hazard mitigation and natural disaster prevention and response.
- h. Alignment of state environmental goals with local general plans, capital improvement programs, and climate action plans.

3. Governance and Transparency

Support

- a. Legislation that enhances local flexibility for open meetings under the Brown Act, including teleconferencing, virtual public participation, and noticing of agenda items.
- b. Legislation that allows local governments to regulate disruptive behavior in public meetings.
- c. Policies that modernize open meeting laws to accommodate virtual participation, technological innovation, and evolving administrative practices, while ensuring that local governments are not exposed to undue liability for the responsible use of artificial intelligence and automated tools.
- d. Legislation that upholds the ability of residents to participate in local government decisions.

Oppose

- e. Legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents.
- f. Efforts to restrict local control on city districting decisions.
- g. Legislation that mandates costly and unnecessary procedures related to the election process.
- h. Legislation that would allow the state to modify the terms of an executed Joint Powers Authority agreement.
- i. Legislation and unfunded mandates imposing impractical requirements on records collection.
- j. Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology support, and other professional services, or creates burdensome reporting requirements for doing so.

4. Housing, Land Use, and Homelessness

Homelessness

Support

- a. The allocation of funding directly to cities for homelessness services and the construction of transitional housing facilities.
- b. State funding directly to cities that provides sustained operational support for non-congregate shelter, interim housing, navigation centers, and other temporary housing models, recognizing that capital investments alone are insufficient to achieve successful outcomes.
- c. Legislative efforts that will allocate State homeless dollars directly to cities, such as the Homeless Housing, Assistance and Prevention program and others, based on city point-in-time numbers.

- d. Legislative changes to Coordinated Entry requirements that allow local governments to prioritize based on local unsheltered needs.
- e. Legislative efforts that have a focus on keeping people in housing, once placed, for many years.
- f. Accountability and performance reporting that is meaningful, achievable, and tied to outcomes rather than process compliance.
- g. Legislative reforms that ensure state homelessness funding is allocated directly to cities through regional entities on an equitable basis based on demonstrated need, readiness, and local investment. Cities with existing congregate housing shelter operations should be provided with preferential funding treatment.

Housing and Land Use

Support

- h. Incentive-based housing legislation to encourage expanding housing supply in the City, including flexibility for local jurisdictions to work together to provide housing that counts towards Regional Housing Needs Assessment (RHNA) requirements.
- i. State funding for affordable senior and veteran housing opportunities and projects.
- j. Legislation that revises the California Environmental Quality Act for purposes of expediting land use and housing projects.
- k. Legislation that preserves local discretion in the assessment, collection, and usage of development fees.
- l. Funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.
- m. Legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.
- n. Legislation that preserves local flexibility in the adoption and implementation of health and safety standards contained in the building codes.
- o. State funding for infrastructure necessary to support housing development, including water, wastewater, transportation, and schools.

Oppose

- p. Additional affordable housing production mandates unless funding is appropriated to finance the mandate.
- q. Legislation that prohibits the imposition of parking minimums.

5. Public Safety

Support

- a. Efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- b. Legislation that provides for greater penalties associated with organized retail theft operations.
- c. Legislation that allows local governments greater flexibility in controlling speed limits and imposing fines for traffic violations.
- d. Policies that create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.
- e. Enhanced local control over public nuisances.
- f. Legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.
- g. Additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

Oppose

- h. Legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.
- i. Legislation which would interfere with a City's ability to use emerging technology to bolster law enforcement efforts.
- j. Legislation that usurps local discretion with the operation of marijuana retail sites and delivery.

6. Revenue, Taxation, and Economic Development

Support

- a. Legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.
- b. Proposals which would provide the tools needed to attract economic development and create jobs in the City.
- c. Legislation that would incentivize the hiring of unemployed job seekers from high-risk populations, including the homeless, individuals coming out of jails, the long-term unemployed like welfare recipients, individuals with disabilities and economically disadvantaged youth with barriers to employment.

Oppose

- d. State actions that would preempt, restrict, reinterpret, or otherwise undermine local discretion over the adoption, administration, or use of such revenues.
- e. Legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.
- f. Legislation seeking to block local governments from using economic development tools to generate revenue and facilitate job creation.
- g. Any legislation that would pre-empt or reduce local discretion over locally imposed taxes.
- h. Legislation that would eliminate the tax exemption for municipal bonds.
- i. Efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues.

7. Transportation and Infrastructure

Support

- a. Policies and funding to enhance and expedite the development of the Valley Link Rail Project.
- b. Working with regional partners (governmental, private, and nonprofit) to identify and pursue funding for projects improving infrastructure within the City.
- c. Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.
- d. Legislation that protects local government authority over telecommunications facilities placed within public right-of-ways to include the aesthetics of equipment installed by contractors.
- e. The preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks.
- f. Efforts that streamline funding between the state and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects.
- g. Legislation that expands and modernizes public contracting authorities to allow cities to utilize best-value procurement methods for public works, infrastructure, and facility projects, where appropriate, as an alternative to lowest responsible bidder requirements.

Oppose

- h. Legislation that conditions a city's share of transportation funding on housing-related goals.

Strategic Funding Priorities

The City of Tracy is committed to harnessing available state programs to fund priority projects. The City plans to utilize its advocates to apply for various grant programs. The City has identified the following priority funding projects outlined below. Because funding opportunities and projects tend to diversify each year, the City will plan to update its funding priorities document on an annual basis to align with each new budget cycle.

A. Valley Link: Connecting Bart to Ace Rail Systems

The Tri-Valley – San Joaquin Valley Regional Rail Authority was created by the State of California to plan and construct a commuter rail connection (Valley Link) between San Joaquin Valley cities and the Bay Area Rapid Transit (BART) rail system, including connections with the Altamont Corridor Express (ACE) rail system. Valley Link is anticipating transporting 25,000 to 28,000 commuters by 2040 and will provide significant benefits including a reduced commute time, improved freight movement, increased access to jobs and housing, decreased emissions, providing a framework for transit-oriented development, preserving open space, and increasing safety.

Funding Request: The City of Tracy is requesting \$25 million for Local Stations and Maintenance facilities to increase access to safe and reliable public transportation to and from the Bay Area.

B. Lammers Road/I-205 Interchange Project

Interstate 205 (I-205) is included in the National Highway Freight Network (NHFN) and primarily serves to channel commuter and freight traffic from the north (Stockton and Sacramento), east (Manteca, Oakdale, Sonora), and south (Modesto, Merced) to the San Francisco Bay Area via Interstate 580 and the Altamont Pass. Residents in San Joaquin County have one of the longest commute times in the nation. The construction of a new interchange at Lammers Road and I-205 is necessary to relieve traffic congestion from the I-205 corridor to the City of Tracy and Mountain House areas. The project will provide connectivity to both east and westbound ramps from Eleventh Street and Byron Road. It will also provide access to the International Park of Commerce, the County's largest planned industrial park.

Funding Request: The City of Tracy is requesting \$110 million, which will enable a safer regional transportation network by relieving congestion from the I-205 Corridor, boosting the regional economy by creating economic development opportunities that will bring jobs closer to where employees live thus alleviating environmental impacts caused by ever-increasing commuters.

C. Tracy Nature Park: Regional Recreation and Education

In partnership with the federal government, the City of Tracy participated in a land exchange with the General Services Administration, entering a "Park Covenant" for the future development of a regional public park. The City's 99 acres of parkland is north of Interstate

I-205 and will provide regional recreational and educational opportunities. Features will include grasslands, open water, wet meadow, and woodland bound by miles of hiking paths including ADA-accessible trails, viewing platforms and interpretive and demonstration stations.

Funding Request: The City of Tracy is requesting \$8.3 million for the first phase of development to provide the regional recreational and educational nature park.

D. Central Valley Gateway Project Road & Bridge Expansion Project

This project is a critical logistical component for global goods movement through the Port of Oakland. To enable efficient freight movements, and alleviate regional commuter and commercial congestion, interchange upgrades on I-205 and I-580 are required to mitigate congestion along this portion of the National Freight Network. Modifying two interchanges and an access parkway in between, which includes a bridge over the Delta Mendota Canal, is critical for an efficient and safer regional transportation network. The project is a Public-Private Partnership between the City of Tracy; San Joaquin Council of Governments, MPO; Federal Highway Administration; California Department of Transportation; and Prologis, the investor.

Funding Request: The City of Tracy is seeking \$50 million for the interchanges to efficiently move goods regionally and nationally along a portion of the National Freight Network.

E. Tracy Bus Fleet Expansion/ Transit Maintenance Yard

Tracer Bus is the public transportation provider for the City of Tracy, sharing seven acres with the City of Tracy's Public Works yard to store and lease additional parking and maintenance space. Current annual ridership is 167,000 and is expected to reach approximately 360,000 annually over the next 5 years with the implementation of the City's Short-range Transit Plan. With its already-expanding fleet, a new site is needed.

Funding Request: The City is seeking \$6 million - \$10 million for site selection and design to accommodate current and future demands for services and maintenance, to improve technology capabilities, and to reduce overall environmental emissions. The new Transit Maintenance Yard will improve regional transit service and the city is seeking \$60-70 million.

F. Water Storage Reservoir

The City endeavors to provide a reliable water supply and improve water service pressures from the City's potable water system to serve the City's water customers. The City's 2018 Water System Master Plan identifies a need for new infrastructure and recommended a new water storage reservoir and pump station on the west side of the City to improve water service to the City's existing and some new water customers.

Funding Request: The City is requesting \$10 million to provide additional storage and improve pumping capacity for customers, fire flow, and emergency needs.

G. Energy Upgrades and Infrastructure

The city is committed to improving energy efficiency and sustainability across its municipal facilities and public infrastructure. This initiative includes energy upgrades with supplemental solar panels. In addition, the City is requesting funding for installation of Solar Panel Arrays at Water and Wastewater Treatment Plants to reduce energy consumption, lower operational costs, and improve air quality and environmental factors.

Funding Request: The City is seeking \$3 million for energy efficiency improvements and \$10 million for solar panel installations to reduce energy costs and environmental impact.

H. I-205 International Parkway/ Mountain House Parkway Interchange

The Project will assist in alleviating congestion and support goods movement efficiency between the City and the wider Bay Area through travel on the I-205 and I-580. The Project links multiple employment centers, including the IPC which is planned to have 16,000 jobs, and the growing City of Mountain House to the freeway. Commuters from the City and the City of Mountain House travel to and from the San Francisco Bay Area for good paying jobs. Freight traverses the freeway to the Port of Oakland, a significant economic hub in the Northern California Megaregion. The Project will improve access to the freeway, including the future managed lanes on I-205, with additional vehicle lanes and freeway ramp modifications. The improvements will significantly reduce travel times for trucks and commuters.

Funding Request: The City of Tracy is seeking \$61 million to support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, and enhance mobility and job access for neighboring Areas.

I. I-205 Chrisman Interchange Project

The purpose of the project is to provide a new connection to Interstate 205 that serves the existing and planned residential, commercial and industrial development in the area. The project would also relieve the forecasted increase in traffic demand at surrounding interchanges and increase regional mobility. The project is needed to accommodate future traffic demands for the City of Tracy and City of Lathrop, as the northeast area of Tracy and its surrounding communities are growing and developing over the next few decades. This growth would continue result in a breakdown of ingress/egress to the Interstate 205 interstate system, increasing delay and decreasing connectivity across Interstate 205 and within the City of Tracy.

Funding Request: The City of Tracy is seeking \$ 80 million to support efforts enhance mobility and job access for neighboring Areas.

J. New Jerusalem Airport Master Plan

The New Jerusalem Airport is a non-towered, unclassified public airport owned and operated by the City of Tracy. It is located approximately 8 miles southeast of the City of Tracy's central business district in San Joaquin County, California. It covers 394 acres and has a single runway in use. Aircraft frequenting the airport include private general aviation

aircraft serving the surrounding cities of San Francisco, Sacramento, San Jose, and Concord; light sport aircraft such as powered paragliders and powered parachute aircraft, crop dusters, student pilots, hot air balloonists, and remote-controlled model aircraft. Requests for an aircraft research and development testing area have been received from the Advanced Air Mobility (AAM) and Unmanned Aircraft Systems (UAS) communities. Tracy has been working with the Federal Aviation Administration, State of California Division of Aeronautics, AAM, and UAS groups to explore the creation of a state-of-the-art research and development testing facility site. The first step towards this endeavor will first be a Master Plan Study that will include an obstruction survey with a mitigation plan, a design of infrastructure including water, sewer, internet, and electricity, a pavement study, and a noise study. The studies will culminate with an airport layout and implementation plan.

Funding Request: The City of Tracy is seeking \$300,000 to prepare the New Jerusalem Master Plan.

K. Tracy Municipal Airport Terminal Improvements

The historical Tracy Municipal Airport is located three miles southwest of the center of Tracy in San Joaquin County, California. The airport, owned and operated by the City of Tracy, covers 310 acres and has two runways. Built in 1928 as an American Legion airport, it has been instrumental over the years in fulfilling the needs of aviation through pilot training, military usage, and even the manufacturing of aircrafts. Each year the airport has seen continued growth. Operations have been averaging 161 flights per day, comprising of 65% transient traffic, 34% local traffic, and 5% air taxi. Approximately 107 aircraft are based at the airport: 97 single engine, 4 multi-engine, 1 jet, 2 helicopters and 3 ultralight craft. To address insufficient amenities and improve service, a terminal building is proposed consisting of approximately 3,000 square feet which will provide a large passenger and pilot's lounge, flight planning room, restrooms with showers (there currently is only a small waiting room with no running water or bathrooms available for pilots on the airfield), conference room, airport management offices, galley kitchen, and overnight hangar rental space for transient traffic. To meet the needs of ever-increasing general aviation and business air travel, the new state of the art facility will provide a safe and comfortable environment for pilots (as well as the young at heart watching planes on the airfield).

Funding Request: The City of Tracy is requesting \$500,000 for terminal design and \$2.5 million for terminal construction.

L. Radio System Infrastructure and EBRCSA Integration

The Tracy Police Department is advancing efforts to modernize its communication infrastructure through integration with the East Bay Regional Communications System Authority (EBRCSA) and migration to a P25 trunked radio system. This initiative will enhance public safety, officer safety, and regional interoperability across agencies during critical incidents and daily operations. The existing conventional UHF radio system lacks the interoperability, redundancy, and modern feature set required for large-scale incidents or mutual-aid coordination. By joining the EBRCSA regional ASTRO 25 trunked network, the Department will benefit from secure, scalable, and resilient communications while leveraging shared regional resources. The City has already committed approximately \$2.7

million to phased equipment purchases for portable and mobile radios. The proposed infrastructure upgrades will enhance coverage and reliability through two simulcast RF sites, improve connectivity with microwave links and MPLS routers, modernize dispatch operations with console upgrades, and increase efficiency and cybersecurity through virtualized site controllers.

Funding Request: The City of Tracy is requesting \$6.5 million for RF System infrastructure, microwave backhaul, console reconfiguration, systems integration, warranty, optional CommandCentral AXS Consoles, and post-warranty maintenance and lifecycle services through 2031.



CITY OF TRACY

Federal Legislative Platform

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Executive Summary

<i>Support</i>	<i>Oppose</i>
<ul style="list-style-type: none"> • Maximum federal funding directly to local agencies for infrastructure projects. 	<ul style="list-style-type: none"> • Unfunded federal mandates imposing impractical requirements on local governments.
<ul style="list-style-type: none"> • Direct funding to cities without having to be distributed through the State and County level. 	<ul style="list-style-type: none"> • Federal actions that would preempt or undermine local discretion over the use of local revenues.
<ul style="list-style-type: none"> • Incentive-based housing legislation that encourages construction, building and returns local control to cities to expand housing supply. 	<ul style="list-style-type: none"> • Additional affordable housing production mandates unless funding is appropriated to finance the mandate.
<ul style="list-style-type: none"> • Legislative efforts that will allocate federal homeless dollars based on city point-in-time numbers and demonstrated outcomes. 	<ul style="list-style-type: none"> • Legislation that would eliminate the tax exemption for municipal bonds.
<ul style="list-style-type: none"> • Efforts that streamline funding between federal and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects. 	<ul style="list-style-type: none"> • Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology supports, and other professional services..

City Staff & Legislative Advocate

Midori Lichtwardt, City Manager

Arturo Sanchez, Assistant City Manager

Bryan Bravo, Legislative Analyst

Joseph Melo, Federal Advocacy Manager at Townsend Public Affairs

jmelo@townsendpa.com
600 Pennsylvania Ave. SE,
Suite 360 Washington, DC
20003

2026 Priority Legislative Positions

1. Community and Recreation Services

Support

- a. Federal funding for parks and recreation facilities.
- b. Inclusion of per-capita grants to cities within federal park funding programs.
- c. Direct funding to local governments for public health services and preventative care programs.
- d. Increasing opportunities for multi-generational residents to participate in civic engagement activities.
- e. Legislation that would provide funding for day care facilities for youth, adults, and seniors.
- f. Federal funding for local art, cultural, and music programs.

2. Environmental Sustainability

Support

- a. Efforts to streamline and improve federal environmental review processes, including National Environmental Policy Act reform.
- b. Programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- c. Funding for the retrofitting of municipal buildings to increase energy efficiency.
- d. Efforts to remediate groundwater contamination and protect water quality.
- e. Funding for the implementation of climate action plans.
- f. Efforts that encourage and incentivize regional coordinated planning activities for environmental hazard mitigation and natural disaster prevention and response.

3. Governance and Local Control

Oppose

- a. Unfunded federal mandates imposing impractical requirements on local governments.
- b. Legislation that prohibits local governments from contracting for services, such as engineering consulting, information technology supports, and other professional services, or creates burdensome reporting requirements for doing so.

Support

- c. Maximum federal funding directly to local agencies for infrastructure projects critical to the economic vitality of the City, with emphasis on freight movement and goods transportation.
- d. Direct funding to cities without having to be distributed through the State and County level.
- e. Policies that modernize open meeting laws to accommodate virtual participation, technological innovation, and evolving administrative practices.
- f. Legislation that upholds the ability of residents to participate in local government decisions.

4. Housing and Community Development

Unsheltered Populations

Support

- a. Legislative efforts that will allocate federal homeless dollars based on city point-in-time numbers and demonstrated outcomes.
- b. Legislative changes to Coordinated Entry requirements that allow local governments to prioritize based on local needs and community conditions.
- c. Federal funding that provides sustained operational support for emergency shelter, transitional housing, and programs that address root causes of homelessness including substance use disorders and mental illness.
- d. Allocation of federal funding for transitional housing facilities that emphasize self-sufficiency, treatment, and recovery programs.
- e. Legislative efforts that promote long-term stability and self-sufficiency for individuals and self-sufficiency for individuals transitioning out of homelessness.
- f. Accountability and performance reporting that is meaningful, achievable, and tied to outcomes rather than process compliance.

Housing Development

Oppose

- g. Additional affordable housing production mandates unless funding is appropriated to finance the mandate.

Support

- h. Incentive-based housing legislation that encourages construction, building and returns local control to cities to expand housing supply.
- i. Federal funding for affordable senior and veteran housing opportunities and projects.

j. Funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.

k. Federal funding for infrastructure necessary to support housing development, including water, wastewater, transportation, and schools.

5. Public Safety

Support

- a. Legislation that provides for greater penalties associated with organized retail theft operations.
- b. Legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.
- c. Efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- d. Additional federal funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.
- e. Full and flexible funding for ongoing emergency preparedness and all-hazard planning.
- f. Maintaining or reducing current cost-share levels in the Stafford Act.
- g. Emergency management policies, practices, and funding to be designed in a way that promotes innovation locally with maximum flexibility for services to target individual community needs.
- h. Technical assistance for counties and cities to assist staff in navigating Direct Assistance programs and regulatory requirements for approved disaster projects.

6. Revenue, Taxation, and Economic Development

Oppose

- a. Federal actions that would preempt or undermine local discretion over the use of local revenues.
- b. Legislation that would eliminate the tax exemption for municipal bonds.

Support

- c. Proposals which would provide the tools needed to attract economic development and create jobs in the City.
- d. Legislation that would incentivize the hiring of unemployed job seekers from high-risk populations, including the homeless, individuals coming out of jails, the long-term unemployed like welfare recipients, individuals with disabilities and economically disadvantaged youth with barriers to employment.

- e. Legislation and administrative efforts to ensure protection of tax-exempt bonds.
- f. Reinstate/reinstitute some form of practical tax increment financing.
- g. Funding for trade corridors, gateways, intermodal connectors, and freight facilities in the region.
- h. Strong funding for Community Development Block Grants.
- i. Funding to come to local jurisdictions without having to be distributed through the State and County level.

7. Transportation and Infrastructure

Support

- a. Working with regional partners (governmental, private, and nonprofit) to identify and pursue federal funding for projects improving infrastructure within the City.
- b. Funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.
- c. Preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks.
- d. Efforts that streamline funding between federal and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects.
- e. Legislation that expands and modernizes public contracting authorities to allow cities to utilize best-value procurement methods for public works, infrastructure, and facility projects, where appropriate.
- f. California's fair share of contributions from the Federal Highway Trust Fund
- g. Cities to share equitably in the growth of federal revenues available to California for the network of local roads.
- h. Surface Transportation Reauthorization that provides funding for trade corridors, gateways, intermodal connectors and freight facilities.
- i. Increase federal investment in goods movement corridors.
- j. Development of policies that allow for the improvement of strategic freight bottlenecks to accommodate the growing logistics industry in our region.
- k. Legislation and budgetary proposals that would provide funding assistance to local governments for electric vehicle charging infrastructure.
- l. Policies and funding to enhance and expedite the development of regional transit initiatives.

Strategic Funding Priorities

The City of Tracy is committed to harnessing available federal programs to fund priority projects. The City plans to utilize its advocates to apply for various grant programs, available surplus funds through earmark requests. The City has identified the following priority funding projects outlined below. Because funding opportunities and projects tend to diversify each year, the City will plan to update its funding priorities document on an annual basis to align with each new budget cycle.

A. Valley Link: Connecting Bart to Ace Rail Systems

The Tri-Valley – San Joaquin Valley Regional Rail Authority was created by the State of California to plan and construct a commuter rail connection (Valley Link) between San Joaquin Valley cities and the Bay Area Rapid Transit (BART) rail system, including connections with the Altamont Corridor Express (ACE) rail system. Valley Link is anticipating transporting 25,000 to 28,000 commuters by 2040 and will provide significant benefits including a reduced commute time, improved freight movement, increased access to jobs and housing, decreased emissions, providing a framework for transit-oriented development, preserving open space, and increasing safety.

Funding Request: The City of Tracy is requesting \$25 million for Local Stations and Maintenance facilities to increase access to safe and reliable public transportation to and from the Bay Area.

B. Lammers Road/I-205 Interchange Project

Interstate 205 (I-205) is included in the National Highway Freight Network (NHFN) and primarily serves to channel commuter and freight traffic from the north (Stockton and Sacramento), east (Manteca, Oakdale, Sonora), and south (Modesto, Merced) to the San Francisco Bay Area via Interstate 580 and the Altamont Pass. Residents in San Joaquin County have one of the longest commute times in the nation. The construction of a new interchange at Lammers Road and I-205 is necessary to relieve traffic congestion from the I-205 corridor to the City of Tracy and Mountain House areas. The project will provide connectivity to both east and westbound ramps from Eleventh Street and Byron Road. It will also provide access to the International Park of Commerce, the County's largest planned industrial park.

Funding Request: The City of Tracy is requesting \$110 million, which will enable a safer regional transportation network by relieving congestion from the I-205 Corridor, boosting the regional economy by creating economic development opportunities that will bring jobs closer to where employees live thus alleviating environmental impacts caused by ever-increasing commuters.

C. Tracy Nature Park: Regional Recreation and Education

In partnership with the federal government, the City of Tracy participated in a land exchange with the General Services Administration, entering a "Park Covenant" for the future development of a regional public park. The City's 99 acres of parkland is north of Interstate I-205 and will provide regional recreational and educational opportunities. Features will include grasslands, open water, wet meadow, and woodland bound by miles of hiking paths including ADA-accessible trails, viewing platforms and interpretive and demonstration stations.

Funding Request: The City of Tracy is requesting \$8.3 million for the first phase of development to provide the regional recreational and educational nature park.

D. Central Valley Gateway Project Road & Bridge Expansion Project

This project is a critical logistical component for global goods movement through the Port of Oakland. To enable efficient freight movements, and alleviate regional commuter and commercial congestion, interchange upgrades on I-205 and I-580 are required to mitigate congestion along this portion of the National Freight Network. Modifying two interchanges and an access parkway in between, which includes a bridge over the Delta Mendota Canal, is critical for an efficient and safer regional transportation network. The project is a Public-Private Partnership between the City of Tracy; San Joaquin Council of Governments, MPO; Federal Highway Administration; California Department of Transportation; and Prologis, the investor.

Funding Request: The City of Tracy is seeking \$50 million for the interchanges to efficiently move goods regionally and nationally along a portion of the National Freight Network.

E. Tracy Bus Fleet Expansion/ Transit Maintenance Yard

Tracer Bus is the public transportation provider for the City of Tracy, sharing seven acres with the City of Tracy's Public Works yard to store and lease additional parking and maintenance space. Current annual ridership is 167,000 and is expected to reach approximately 360,000 annually over the next 5 years with the implementation of the City's Short-range Transit Plan. With its already-expanding fleet, a new site is needed.

Funding Request: The City is seeking \$6 million - \$10 million for site selection and design to accommodate current and future demands for services and maintenance, to improve technology capabilities, and to reduce overall environmental emissions. The new Transit Maintenance Yard will improve regional transit service and the city is seeking \$60-70 million.

F. Water Storage Reservoir

The City endeavors to provide a reliable water supply and improve water service pressures from the City's potable water system to serve the City's water customers. The City's 2018 Water System Master Plan identifies a need for new infrastructure and recommended a new water storage reservoir and pump station on the west side of the City to improve water service to the City's existing and some new water customers.

Funding Request: The City is requesting \$10 million to provide additional storage and improve pumping capacity for customers, fire flow, and emergency needs.

G. Energy Upgrades and Infrastructure

The city is committed to improving energy efficiency and sustainability across its municipal facilities and public infrastructure. This initiative includes energy upgrades with supplemental solar panels. In addition, the City is requesting funding for installation of Solar Panel Arrays at Water and Wastewater Treatment Plants to reduce energy consumption, lower operational costs, and improve air quality and environmental factors.

Funding Request: The City is seeking \$3 million for energy efficiency improvements and \$10 million for solar panel installations to reduce energy costs and environmental impact.

H. I-205 International Parkway/ Mountain House Parkway Interchange

The Project will assist in alleviating congestion and support goods movement efficiency between the City and the wider Bay Area through travel on the I-205 and I-580. The Project links multiple employment centers, including the IPC which is planned to have 16,000 jobs, and the growing City of Mountain House to the freeway. Commuters from the City and the City of Mountain House travel to and from the San Francisco Bay Area for good paying jobs. Freight traverses the freeway to the Port of Oakland, a significant economic hub in the Northern California Megaregion. The Project will improve access to the freeway, including the future managed lanes on I-205, with additional vehicle lanes and freeway ramp modifications. The improvements will significantly reduce travel times for trucks and commuters.

Funding Request: The City of Tracy is seeking \$61 million to support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, and enhance mobility and job access for neighboring Areas.

I. I-205 Chrisman Interchange Project

The purpose of the project is to provide a new connection to Interstate 205 that serves the existing and planned residential, commercial and industrial development in the area. The project would also relieve the forecasted increase in traffic demand at surrounding interchanges and increase regional mobility. The project is needed to accommodate future traffic demands for the City of Tracy and City of Lathrop, as the northeast area of Tracy and its surrounding communities are growing and developing over the next few decades. This growth would continue result in a breakdown of ingress/egress to the Interstate 205 interstate system, increasing delay and decreasing connectivity across Interstate 205 and within the City of Tracy.

Funding Request: The City of Tracy is seeking \$ 80 million to support efforts enhance mobility and job access for neighboring Areas.

J. New Jerusalem Airport Master Plan

The New Jerusalem Airport is a non-towered, unclassified public airport owned and operated by the City of Tracy. It is located approximately 8 miles southeast of the City of Tracy's central business district in San Joaquin County, California. It covers 394 acres and has a single runway in use. Aircraft frequenting the airport include private general aviation aircraft serving the surrounding cities of San Francisco, Sacramento, San Jose, and Concord; light sport aircraft such as powered paragliders and powered parachute aircraft, crop dusters, student pilots, hot air balloonists, and remote-controlled model aircraft. Requests for an aircraft research and development testing area have been received from the Advanced Air Mobility (AAM) and Unmanned Aircraft Systems (UAS) communities. Tracy has been working with the Federal Aviation Administration, State of California Division of Aeronautics, AAM, and UAS groups to explore the creation of a state-of-the-art research and development testing facility site. The first step towards this endeavor will first be a Master Plan Study that will include an obstruction survey with a mitigation plan, a design of infrastructure

including water, sewer, internet, and electricity, a pavement study, and a noise study. The studies will culminate with an airport layout and implementation plan.

Funding Request: The City of Tracy is seeking \$300,000 to prepare the New Jerusalem Master Plan.

K. Tracy Municipal Airport Terminal Improvements

The historical Tracy Municipal Airport is located three miles southwest of the center of Tracy in San Joaquin County, California. The airport, owned and operated by the City of Tracy, covers 310 acres and has two runways. Built in 1928 as an American Legion airport, it has been instrumental over the years in fulfilling the needs of aviation through pilot training, military usage, and even the manufacturing of aircrafts. Each year the airport has seen continued growth. Operations have been averaging 161 flights per day, comprising of 65% transient traffic, 34% local traffic, and 5% air taxi. Approximately 107 aircraft are based at the airport: 97 single engine, 4 multi-engine, 1 jet, 2 helicopters and 3 ultralight craft. To address insufficient amenities and improve service, a terminal building is proposed consisting of approximately 3,000 square feet which will provide a large passenger and pilot's lounge, flight planning room, restrooms with showers (there currently is only a small waiting room with no running water or bathrooms available for pilots on the airfield), conference room, airport management offices, galley kitchen, and overnight hangar rental space for transient traffic. To meet the needs of ever-increasing general aviation and business air travel, the new state of the art facility will provide a safe and comfortable environment for pilots (as well as the young at heart watching planes on the airfield).

Funding Request: The City of Tracy is requesting \$500,000 for terminal design and \$2.5 million for terminal construction.

L. Radio System Infrastructure and EBRCSA Integration

The Tracy Police Department is advancing efforts to modernize its communication infrastructure through integration with the East Bay Regional Communications System Authority (EBRCSA) and migration to a P25 trunked radio system. This initiative will enhance public safety, officer safety, and regional interoperability across agencies during critical incidents and daily operations. The existing conventional UHF radio system lacks the interoperability, redundancy, and modern feature set required for large-scale incidents or mutual-aid coordination. By joining the EBRCSA regional ASTRO 25 trunked network, the Department will benefit from secure, scalable, and resilient communications while leveraging shared regional resources. The City has already committed approximately \$2.7 million to phased equipment purchases for portable and mobile radios. The proposed infrastructure upgrades will enhance coverage and reliability through two simulcast RF sites, improve connectivity with microwave links and MPLS routers, modernize dispatch operations with console upgrades, and increase efficiency and cybersecurity through virtualized site controllers.

Funding Request: The City of Tracy is requesting \$6.5 million for RF System infrastructure, microwave backhaul, console reconfiguration, systems integration, warranty, optional CommandCentral AXS Consoles, and post-warranty maintenance and lifecycle services through 2031.



2026 Legislative Platform (State and Federal)

City of Tracy

January 20, 2026

Agenda

- Background
 - Legislative Response Policy (Resolution 2023-253)
- Analysis of State and Federal Legislative Platform
- Next steps

Background

- Legislative Response Policy

(Resolution 2023-253)

- The purpose of establishing the policy was to enhance the advocacy efforts on behalf of the City
- Under the policy, the City Manager is responsible for coordinating City efforts and promoting the City's policy priorities to other government entities.



Background

- The City has become more active over the last several years in managing its legislative and advocacy efforts
 - In 2016, the City begins direct Federal lobby efforts.
 - In 2019, the City contracts with Townsend Public Affairs for State lobby and grant services.
 - In 2022, the City contracts with Townsend Public Affairs for Federal lobby and grant services.

Analysis

- Purpose of Legislative Platform
 - Provide a means for summarizing the City's legislative priorities to guide advocacy efforts and the State and Federal level.
- Positions within the State and Federal Platforms have been specifically tailored to each level of government.



Think Inside the Triangle™

Legislative Categories

- Community and Recreation Services
- Environmental Sustainability
- Governance and Transparency (State) or Governance and Local Control (Federal)
- Homelessness, Housing and Land Use or Housing and Community Development (Federal)
- Public Safety
- Revenue, Taxation and Economic Development
- Transportation and Infrastructure



Legislative Statements

- The State Legislative Platform consists of a total of 69 individual position statements.
- The Federal Legislative Platform contains a total of 58 individual position statements.





Funding Priority

- A. Radio System Infrastructure and EBRCSA Integration
- B. Valley Link: Connecting Bart to Ace Rail Systems
- C. Corral Hollow Widening project - Park side to Linne Drive
- D. Corral Hollow and Linne Road Intersection Roadway Widening, UPRR Crossing Improvements, And Traffic Signal Installation
- E. I-205 International Parkway/ Mountain House Parkway Interchange
- F. Police Sub-Station



Funding Priority Cont.

G. Tracy Nature Park: Regional Recreation and Education

H. Tracy Bus Fleet Expansion/ Transit Maintenance Yard

I. Lammers Road/I-205 Interchange Project

J. Water Storage Reservoir

K. Energy Upgrades and Infrastructure

L. I-205 Chrisman Interchange Project

M. New Jerusalem Airport Master Plan

N. Tracy Municipal Airport Terminal Improvements



Next Steps

- Staff seeks that the current City Council adopt the proposed Platform.
- Going forward, the City Council will adopt a new Legislative Platform as biennially.
- Funding Priorities reviewed annually.

January 20, 2026

Agenda Item 4.F

RECOMMENDATION: COUNCIL REQUESTED

Discuss whether the City Council would like to support the Polluters Pay Climate Superfund Act and, if so, by motion adopt resolution of the City of Tracy supporting the Polluters Pay Climate Superfund Act.

EXECUTIVE SUMMARY

On November 18, 2025, during Council items, Council Member Nygard requested a discussion item for consideration and adoption of a Council resolution in support of Senate Bill (SB) 684 (As Amended) introduced by State Senator Menjivar, Polluters Pay Climate Superfund Act of 2025 (SB 684). Mayor Arriola supported the request. This item is being agendaized per Councilmember Nygard's request and asks that City Council to determine through discussion if it would like to support the bill and adopt a formal resolution in support.

ANALYSIS

On November 18, 2025, during Council items, Council Member Nygard requested a discussion item for consideration and adoption of a Council resolution in support of Senate Bill 684 (As Amended) introduced by State Senator Menjivar, Polluters Pay Climate Superfund Act of 2025. Mayor Arriola supported the request.

The full text of SB 684 has been attached to this report as Attachment A for Council review and consideration.

SB 684 tasks the California Environmental Protection Agency (CalEPA) with determining the total damage amount caused to the state by covered fossil fuel emissions, then assessing a cost recovery demand against those responsibility parties, which will be appropriated by the Legislature for any qualified expenditure. Adopting a resolution of support expresses an official endorsement of the City Council and the City of Tracy of SB 684.

The proposed resolution includes background information pertaining to how major fossil fuel companies are purported to have contributed to climate change and explains how the proposed legislation would make those companies pay for related costs such as climate adaptation and disaster recovery. In brief, the Polluters Climate Superfund Act would require major fossil fuel polluters to pay into a climate superfund based on their historical emissions, requiring those most responsible for climate pollution to bear the costs of climate damage, rather than taxpayers. Revenues generated by the Polluters Pay Climate Superfund Act would be used to fund climate adaptation, resilience, mitigation, public health protections, infrastructure repair, and community recovery.

Should the City Council determine that it would like to support SB 684 staff has prepared a Resolution based on the sample provided by supporters of the Bill. Council's adopted Resolution would be provided to the sponsors of SB 684 to support their efforts to have their bill adopted. Currently, the bill remains pending before the State Senate Judiciary Committee.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss whether the City Council would like to support the Polluters Pay Climate Superfund Act and, if so, by motion adopt resolution of the City of Tracy supporting the Polluters Pay Climate Superfund Act.

Prepared by: Arturo M. Sanchez, Assistant City Manager

Reviewed by: Sara Castro, Director of Finance
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Bill Text – SB-684 Polluters Pay Climate Superfund Act of 2025


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SB-684 Polluters Pay Climate Superfund Act of 2025. (2025-2026)

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Date Published: 03/26/2025 09:00 PM

AMENDED IN SENATE MARCH 26, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

SENATE BILL

NO. 684

Introduced by Senator Menjivar

(Coauthors: Senators Allen, Gonzalez, Stern, and Wiener)

(Coauthors: Assembly Members Addis, *Connolly*, Garcia, ~~and Kalra~~ *Kalra, Rogers, and Ward*)

February 21, 2025

An act to add Part 4.8 (commencing with Section 71370) to Division 34 of the Public Resources Code, relating to climate change, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 684, as amended, Menjivar. Polluters Pay Climate Superfund Act of 2025.

The California Global Warming Solutions Act of 2006, until January 1, 2031, authorizes the State Air Resources Board to adopt a regulation establishing a system of market-based declining aggregate emissions limits for sources or categories of sources that emit greenhouse gases (market-based compliance mechanism) that meets certain requirements. Existing law establishes the Greenhouse Gas Reduction Fund and requires all moneys, except for fines and penalties, collected by the state board from the auction or sales of allowances as a part of a market-based compliance mechanism to be deposited into the fund and requires the Legislature to appropriate moneys in the fund for the purpose of reducing greenhouse gas emissions in the state, as provided.

Existing law, the California Climate Crisis Act, declares that it is the policy of the state both to achieve net-zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net-negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 85% below the 1990 levels.

This bill would enact the Polluters Pay Climate Superfund Act of 2025 and would establish the Polluters Pay Climate Superfund Program to be administered by the California Environmental Protection Agency to require fossil fuel polluters to pay their fair share of the damage caused by greenhouse gases released into the atmosphere during the covered period, which the bill would define as the time period between the 1990 and 2024 calendar years, inclusive, resulting from the extraction, production, refining, sale, or combustion of fossil

fuels or petroleum products, to relieve a portion of the burden to address cost borne by current and future California taxpayers. The bill would require the agency, within 90 days of the effective date of the act, to determine and publish a list of responsible parties, which the bill would define as an entity with a majority ownership interest in a business engaged in extracting or refining fossil fuels that, during the covered period, did business in the state or otherwise had sufficient contact with the state, and is determined by the agency to be responsible for more than 1,000,000,000 metric tons of covered fossil fuel emissions, as defined, in aggregate globally, during the covered period.

This bill would require the agency, within one year of the effective date of the act, to conduct and complete a climate cost study to, among other things, quantify the total damage amount, which the bill would define as all past and future climate harms and damages to the state from January 1, 1990, through December 31, 2045, inclusive. The bill would require the agency to update the climate cost study, not less frequently than every 5 years, through January 1, 2045, as provided. The bill would require the agency, within 60 days of the completion of the climate cost study, to determine and assess, as provided, a cost recovery demand for each responsible party listed, which represents the responsible party's proportionate share of the total damage amount. The bill would require responsible parties to pay their cost recovery demand, as provided. The bill would require the collected cost recovery demands to be deposited in the Polluters Pay Climate ~~Superfund Fund~~, *Superfund*, which the bill would create in the State Treasury. The bill would, upon appropriation by the Legislature, require moneys in the ~~fund~~ *Polluters Pay Climate Superfund* be expended for, among other things, qualifying expenditures, which the bill would define to include expenditures for projects and programs to mitigate, adapt, or respond to the damages and costs caused to the state from climate change. The bill would require the agency to determine the initial implementation costs for the act, as provided, and would require the agency to assess an amount allocated equitably among responsible parties to cover those costs.

This bill would require the Director of Finance, within 45 days of the effective date of the act, to perform an initial assessment of the reasonable and appropriate initial implementation costs that will be incurred by the agency.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Polluters Pay Climate Superfund Act of 2025.

SEC. 2. (a) The Legislature finds and declares all of the following:

- (1) Climate change, resulting primarily from the combustion of fossil fuels, is an immediate, grave threat to the people, communities, biodiversity, environment, and economy of the state.
- (2) Severe consequences of climate change, including rising sea levels, increasing temperatures, intensifying droughts, wildfires, flooding, heat waves, loss of biodiversity, and other climate change-driven ecosystem threats and extreme weather events, have already materialized, are costing Californians billions of dollars, and constitute an emergency for the state, which must now take urgent action to prevent further damages, protect California residents and communities, and transition to clean renewable energy.
- (3) *Californians, especially* California's most vulnerable populations, ~~including~~ low-income communities and communities of color, children, and the elderly, are ~~disproportionately~~ harmed by the climate ~~emergency~~; *emergency and climate-related costs, including escalating costs of utilities, housing, health care, and insurance.*
- (4) The state must develop and implement protective measures to counteract the adverse effects of climate change.
- (5) Protective measures necessary to mitigate climate change, adapt to the adverse effects of climate change, and expedite the transition away from fossil fuels will require significant new investment.
- (6) Peer-reviewed research has determined with great accuracy the share of carbon dioxide and methane released into the atmosphere by the operations and products of specific fossil fuel companies.
- (7) The fossil fuel industry should now contribute its fair share to government expenditures to protect the state from climate disaster.

(b) In enacting this act, it is not the intent of the Legislature for either of the following:

(1) For the act to be a determination of fault.

(2) For the act to have any impact on the ability of any person or entity to hold polluters accountable for harms caused.

SEC. 3. Part 4.8 (commencing with Section 71370) is added to Division 34 of the Public Resources Code, to read:

PART 4.8. Polluters Pay Climate Superfund Act of 2025

CHAPTER 1. Definitions

71370. For purposes of this part, the following definitions apply:

(a) "Agency" means the California Environmental Protection Agency.

(b) "Annual payment date" means the date, as determined by the agency, not later than October 1 of each calendar year, by which a responsible party shall pay its cost recovery demand.

(c) "Climate cost study" means a study conducted pursuant to Section 71371.3.

(d) "Cost recovery demand" means a charge assessed against a responsible party for compensatory cost recovery payments, as determined pursuant to Section 71371.4.

(e) "Costs" means direct and indirect costs in current dollars to *the* state, ~~local, local~~ and tribal ~~governments governments~~, and California residents incurred and projected to be incurred into the future to prepare for, prevent, adapt, or respond to the damages and harms associated with the impacts of covered fossil fuel emissions.

(f) "Covered fossil fuel emissions" means the quantity of greenhouse gases released into the atmosphere during the covered period, expressed in metric tons of carbon dioxide equivalent, ~~resulting from~~ *attributable to* the extraction, production, refining, sale, or ~~combustion combustion, including by third parties~~, of fossil fuels or petroleum products.

(g) "Covered period" means the time period between January 1, 1990, and December 31, 2024, inclusive.

(h) "Fossil fuel" means coal, crude oil, petroleum products, or fuel gases, or their byproducts.

(i) "Fuel gas" includes, but is not limited to, methane, natural gas, liquefied natural gas, and manufactured fuel gas.

(j) "Fund" means the Polluters Pay Superfund ~~Fund~~ established pursuant to Section 71372.

(k) "Greenhouse gas" has the same meaning as set forth in Section 38505 of the Health and Safety Code.

(l) "Notice of cost recovery demand" means a written or electronic communication informing a responsible party of the amount of cost recovery demand due, payable to the fund.

(m) "Petroleum products" means a liquid hydrocarbon at atmospheric temperature and pressure that is the product of the fractionation, distillation, or other refining or processing of crude oil and that is used as, useable as, or may be refined as, a fuel or fuel blendstock, including, but not limited to, gasoline, diesel fuel, aviation fuel, bunker fuel, and renewable fuels containing more than 5 percent petroleum products.

(n) "Program" means the Polluters Pay Climate Superfund Program established pursuant to Section 71371.

(o) (1) "Qualifying expenditures" means expenditures for projects and programs within the state to mitigate, adapt, or respond to the damages and harms from climate change, as well as ongoing operation and maintenance for those projects or programs that satisfy the regulations adopted pursuant to Section 71373.2.

(2) Qualifying expenditures shall include all reasonable costs incurred by the agency and other public agencies for administering and implementing projects or programs financed by the fund. Administrative costs shall not exceed 10 percent for any project or program financed by the fund.

(3) Qualifying expenditures shall ~~include, but are not limited to,~~ *include* expenditures for projects and programs that ~~do mitigate or adapt to climate change and its impact to the state, local and tribal governments, and California residents. Qualifying expenditures include, but are not limited to, investments in~~ any of the following:

~~(A) Mitigate climate change and its impacts to state, local, and tribal governments and California residents, such as through energy efficiency, natural systems climate resilience, accelerating the transition to clean energy sources, building and infrastructure decarbonization, distributed energy generation and storage, or zero-emission transportation and infrastructure, including public transit.~~

~~(B) Adapt to climate change and its impacts to state, local, and tribal governments and California residents, such as through sustainable community infrastructure, green workforce development, sustainable agricultural practices, or financial support programs for workers whose livelihoods are impacted by climate change, or job training and support for workers who provide essential services during climate disaster.~~

~~(C) Address climate-fueled disaster response and climate-resilient recovery:~~

(A) Community disaster preparedness, response, and recovery, that includes any of the following:

(i) Hardening of structures in existing, at-risk, and recovering communities.

(ii) Evacuation planning and design.

(iii) Postdisaster soil and water remediation.

(iv) Emergency housing, health, and medical response.

(v) Sustainable community planning and infrastructure, including community resilience centers, affordable infill housing, and public services funding to support emergency services and disaster response.

(B) Energy efficiency and resiliency, including, climate-resilient schools, electric school buses, vehicle-to-grid bidirectionality, microgrids, community solar, accelerating the transition to clean energy sources, zero-emission infrastructure, including public transit, or building and infrastructure decarbonization.

(C) Green workforce development and job training, and support for first responders and essential workers during climate disasters, financial support programs for workers whose livelihoods are impacted by climate change.

(D) Regenerative agricultural practices.

(E) Natural system protections, such as preservation or nonextractive restoration of shrublands, forests, grasslands, deserts, or riparian areas, groundwater recharge or storage, or instream flow projects.

(p) "Responsible party" means an entity, including, but not limited to, an individual, trustee, agent, partnership, association, corporation, or other legal organization, including a foreign nation, that satisfies all of the following conditions:

(1) (A) The entity holds or held a majority ownership interest in a business engaged in extracting or refining fossil fuels during the covered period or is a successor in interest to the entity.

(B) For purpose of subparagraph (A), entities in a commonly controlled group, as defined in Section 25105 of the Revenue and Taxation Code, shall be treated as a single entity for purposes of this subdivision and shall be jointly and severally liable for the payment of any cost recovery demand owed by any entity in the commonly controlled group.

(2) During any part of the covered period, the entity did business in the state or otherwise had sufficient contacts with the state to give the state jurisdiction over the entity pursuant to Section 410.10 of the Code of Civil Procedure.

(3) The agency determines that ~~the entity is responsible for~~ more than one billion metric tons of covered fossil fuel emissions, in aggregate globally, *are attributable to the entity* during the covered period.

(q) "Total damage amount" means the costs determined by the agency in its climate cost study of past and future climate damages and harms from January 1, 1990, up to, and including, December 31, 2045, ~~resulting from~~ *attributable to* covered fossil fuel emissions.

CHAPTER 2. Polluters Pay Climate Superfund Program

71371. (a) There is hereby established the Polluters Pay Climate Superfund Program to be administered by the agency.

(b) The purpose of the program is to require fossil fuel polluters to pay their fair share of the damage caused by covered fossil fuel emissions, thereby relieving a portion of the burden to address costs otherwise borne by current and future California taxpayers.

71371.1. (a) A responsible party, as determined by the agency pursuant to Section 71371.2, shall be strictly liable for a cost recovery demand.

(b) Beginning January 1, 2026, each responsible party shall pay to the agency its cost recovery demand established pursuant to Section 71371.4.

71371.2. Within 90 days of the effective date of this part, the agency shall determine and publish on its internet website a list of responsible parties subject to this part. The agency may update the list from time to time, as appropriate.

71371.3. (a) The agency shall conduct or commission a climate cost study and the study shall be completed within one year of the effective date of this part.

(b) The climate cost study shall include, at a minimum, an evaluation of all of the following:

(1) (A) The cost-driving effects of covered fossil fuel emissions on *the* state, ~~local,~~ *local* and tribal ~~governments~~ *governments*, and California residents, including effects on public health and safety, biodiversity and ecosystems, agriculture and food systems, water, wildfire, the built environment, economic development, and any other effects that may be relevant.

(B) The evaluation shall be based on a review of existing best peer-reviewed and publicly available science on climate impacts and costs, including climate attribution science and methodologies, California's Fourth Climate Change Assessment, information available from ~~the California's~~ ongoing Fifth ~~National~~ *Climate Change* Assessment, and any future relevant assessments.

(C) Climate impacts, including, but not limited to, extreme weather events, such as heat waves, droughts, and flooding, sea level rise, air and water temperature shifts, changes in wildfire, such as to area burned, smoke, air quality, and damage to communities, and related economic impacts, such as agricultural and food system costs, health costs, housing insurability, affordability, and access, shall be considered in the evaluation.

(2) A calculation of the costs incurred since January 1, 1990, and projected to be incurred into the future up to, and including, December 31, 2045, within the state for effects identified under paragraph (1).

(3) A list to identify potential harms and impacts incurred since January 1, 1990, and projected to be incurred into the future up to, and including, December 31, 2045, within the state ~~from~~ *attributable to* covered fossil fuel emissions, that are not yet quantifiable using current best available scientific methodologies, for consideration in future updates as science and quantification methods evolve.

(4) A calculation of the total damage amount.

(5) An assessment of potential qualifying expenditures meeting the requirements of Section 71371.6.

(c) The agency shall update the climate cost study using the best publicly available peer-reviewed science, data, and methodology, not less frequently than every five years, through January 1, 2045.

(d) The agency shall, in accordance with Section 9795 of the Government Code, submit to the Legislature the climate cost study and update.

71371.4. (a) Within 60 days of the completion of the climate cost study, the agency shall determine and assess a cost recovery demand upon each responsible party by doing all of the following:

(1) Quantify covered fossil fuel emissions attributable to each responsible party based on publicly reported data on the operations and production of the fossil fuel industry and the best available and most up-to-date Intergovernmental Panel on Climate Change emissions factors for greenhouse gas inventories.

(2) Establish the proportionate share percentage of each responsible party as equal to the ratio of the responsible party's covered fossil fuel emissions to covered fossil fuel emissions globally.

(3) Establish a cost recovery demand for each responsible party in an amount equal to the proportionate share percentage of the responsible party as determined pursuant to paragraph (2) multiplied by the total damage amount determined pursuant to the climate study or its update prepared pursuant to Section 71371.3.

(b) Within 60 days of an update of the climate cost study, the agency shall update and adjust, as necessary, the quantification and determinations made pursuant to subdivision (a).

(c) (1) The notice of cost recovery demand shall inform the responsible party of its obligation to remit the cost recovery demand, or any adjustment to the cost recovery demand, in full, on or before the annual payment date of the calendar year in which the notice is issued or the next calendar year if the provided notice is issued less than 60 days before the annual payment date.

(2) A responsible party may elect to pay its cost recovery demand in 20 installments by providing written notice of its election and submission of at least 10 percent of the cost recovery demand on or before the annual payment date of the calendar year in which the initial notice is issued or the next calendar year if the notice is issued less than 60 days before the annual payment date. The remaining balance shall be paid in equal installments that are due on or before the annual payment of each calendar year after the initial payment.

(3) The unpaid balance of all remaining installments shall become due immediately if any of the following occurs:

(A) The responsible party fails to pay any installment by the due date pursuant to this subdivision.

(B) Except as provided in paragraph (4), there is a liquidation or sale of substantially all the assets of the responsible party.

(C) The responsible party ceases to do business.

(4) In the case of a sale of substantially all the assets of a responsible party, the remaining installments shall not become due immediately if the buyer enters into an agreement with the agency under which the buyer assumes liability for the remaining installments due under paragraph (2) in the same manner as if the buyer was the responsible party.

(5) If an update to the climate cost study results in an adjustment to the responsible party's cost recovery demand, the agency shall, within 60 days, issue a revised written notice of cost recovery demand notifying the responsible party of the adjusted payment due.

(6) Payment of the cost recovery demand may be stayed by the agency or a court pending administrative or judicial resolution, as applicable, of a challenge filed under Section 71371.5.

71371.5. (a) The agency shall establish procedures for an entity to challenge its designation as a responsible party under Section 71371.2 or its cost recovery demand established pursuant to Section 71371.4.

(b) The agency may adjust a responsible party's cost recovery demand if the responsible party establishes, to the satisfaction of the agency, both of the following:

(1) A portion of ~~the~~ *its* cost recovery demand amount is attributable to ~~the refining of crude oil~~ *fossil fuel* extracted by another responsible party.

(2) The ~~crude oil~~ *fossil fuel* extracted by the other ~~entity~~ *responsible party* was accounted for when the agency determined the cost recovery demand amount for the other ~~entity or the successor in interest of the other entity~~ *responsible party*.

(c) This section does not limit a real party's right to seek judicial review of a determination made by the agency, except that no civil action shall be maintained under this part unless it is commenced within 30 days after the claim accrued.

71371.6. The agency shall establish funding criteria and guidelines in accordance with the climate cost study for programs and projects that are eligible as qualifying expenditures funded from moneys collected pursuant to this chapter.

71371.7. Until December 31, 2045, every five years after the effective date of this part, the Legislative Analyst's Office shall conduct an independent evaluation of the Polluters Pay Climate Superfund Program to be provided to the Governor, the President pro Tempore of the Senate, and the Speaker of the Assembly. The purpose of this evaluation shall be to determine the effectiveness of the program in achieving its purposes as described in this chapter and to provide recommendations for improving program administration.

CHAPTER 3. Polluters Pay Climate Superfund-Fund

71372. (a) There is hereby established the Polluters Pay Climate Superfund-Fund in the State Treasury. Moneys in the fund shall, upon appropriation by the Legislature, be used to implement the program pursuant to Chapter 2 (commencing with Section 71371), including qualifying expenditures, and to reimburse any outstanding loan made from other funds used to finance the initial costs of the agency's activities in implementing this part. Moneys in the fund shall not be expended for any purposes not specified in this part.

(b) Moneys collected pursuant to Chapter 2 (commencing with Section 71371) or Chapter 4 (commencing with Section 71373) shall be deposited into the fund.

71372.1. Moneys in the fund shall be expended on qualifying expenditures in accordance with the findings of the climate cost study and updates to the study and guidelines and criteria established pursuant to Section 71371.6 so that both of the following occur:

(a) Not less than 40 percent of the moneys are expended for projects and programs that directly benefit disadvantaged communities, as defined by the agency, facing climate impacts.

(b) Programs and projects funded by the fund include the assessment and implementation of strategies to increase employment opportunities and improve job quality.

CHAPTER 4. Miscellaneous Provisions

71373. Within 45 days of the effective date of this part, the Director of Finance shall perform an initial assessment of the reasonable and appropriate initial implementation costs as described in Section 71373.3.

71373.1. In implementing this part, the agency shall conduct regular consultations with the Integrated Climate Adaptation and Resiliency Program, the State Air Resources Board and the Environmental Justice Advisory Committee of that state board, the State Water Resources Control Board, the Natural Resources Agency, the State Energy Resources Conservation and Development Commission, the Office of Emergency Services, the Strategic Growth Council, the State Department of Public Health, the Office of Environmental Health Hazard Assessment, the California Coastal Commission, *the Public Utilities Commission*, the Attorney General, and other appropriate public agencies and nongovernmental entities.

71373.2. (a) Within 180 days of the effective date of this part, the agency shall adopt all regulations, including those establishing requirements for projects and programs eligible for funding from the fund, necessary to carry out this part.

(b) The agency may prescribe, adopt, and enforce any emergency regulations as necessary to implement, administer, and enforce its duties under this part. Emergency regulations prescribed, adopted, or enforced pursuant to this part shall be adopted in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and, for purposes of that chapter, including Sections 11349.1 and 11349.6 of the Government Code, the adoption of the regulation is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health and safety, and general welfare. Notwithstanding any other law, the emergency regulations adopted by the California Environmental Protection Agency may remain in effect for two years from adoption.

71373.3. (a) Within 120 days of the effective date of this part, the agency shall determine the initial implementation costs, including the costs of the initial climate cost study, the development and adoption of regulations to implement this part, and other appropriate initial program implementation costs.

(b) The agency shall equitably assess a charge on the responsible parties for the full amount of the agency's initial implementation costs determined pursuant to subdivision (a). The agency shall notify responsible parties of the charge.

(c) Within 60 days of the notification, each responsible party shall remit the charge to the agency for deposit into the fund.

(d) A responsible party's payment of the charge may be stayed by the agency or a court pending administrative or judicial resolution, as applicable, of a challenge filed under Section 71371.5.

71373.4. The agency and the Attorney General shall have the authority to enforce the requirements of this part and to assess fees for late payments of cost recovery demands pursuant to Chapter 2 (commencing with Section 71371) or the charge assessed under Section 71373.3. The late fees shall accrue daily, assessed at the rate of 10 percent per annum, on amounts remaining due.

71373.5. The Secretary of State shall have the authority to revoke or suspend the business license of a responsible party that fails to comply with this part.

71373.6. (a) This part does not do either of the following:

- (1) Relieve the liability of an entity for damages resulting from climate change, as provided by law.
- (2) Preempt, displace, or restrict any rights or remedies of a person, the state, units of local government, or tribal government under law relating to a past, present, or future allegation of any of the following:
 - (A) Deception concerning the effects of fossil fuels on climate change.
 - (B) Damage or injury resulting from the role of fossil fuels in contributing to climate change.
 - (C) Failure to avoid damage or injury related to climate change, including claims for nuisance, trespass, battery, design defect, negligence, failure to warn, or deceptive or unfair practices and claims for injunctive, declaratory, monetary, or other relief.

(b) This part does not preempt or supersede any state law or local ordinance, regulation, policy, or program, including, but not limited to, those that do any of the following:

- (1) Limit, set, or enforce standards for emissions of greenhouse gases.
- (2) Monitor, report, or keep records of emissions of greenhouse gases.
- (3) Collect revenue through fees or levy taxes.
- (4) Conduct or support investigations.

71373.7. The remedies provided in this part are in addition to other remedies provided by law. This part does not limit a party's right, including the agency, other governmental bodies, or private individuals, from pursuing civil action or other remedies provided by law, or to capture additional costs not recovered by this part.

71374. The provisions of this part are severable. If any provision of this part or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

To fund and implement measures to address the immediate, ongoing threats to public safety, and the health and welfare of the people, the environment, and the State of California from climate change, it is necessary for this act to take effect immediately.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF TRACY SUPPORTING THE POLLUTERS PAY
CLIMATE SUPERFUND ACT**

WHEREAS, climate change has caused and continues to cause severe and escalating harms, including extreme weather events, flooding, wildfires, heat waves, sea-level rise, public health emergencies, infrastructure damage, and economic disruption; and

WHEREAS, these climate-related impacts impose substantial costs on state and local governments, taxpayers, workers, and communities—particularly low-income communities, communities of color, Indigenous communities, and other historically marginalized populations; and

WHEREAS, scientific evidence demonstrates that a relatively small number of fossil fuel companies have contributed a disproportionate share of global greenhouse gas emissions while generating significant profits; and

WHEREAS, many of these companies were aware for decades of the climate risks associated with their products yet continued to expand fossil fuel production and in some cases misled the public about those risks; and

WHEREAS, the Polluters Pay Climate Superfund Act would require major fossil fuel polluters to pay into a climate superfund based on their historical emissions, ensuring that those most responsible for climate pollution bear the costs of climate damages rather than taxpayers; and

WHEREAS, revenues generated by the Polluters Pay Climate Superfund Act would be used to fund climate adaptation, resilience, mitigation, public health protections, infrastructure repair, and community recovery—prioritizing frontline and overburdened communities; and

WHEREAS, holding polluters financially accountable aligns with long-standing principles of environmental responsibility, fairness, and the “polluter pays” doctrine; and

WHEREAS, enactment of the Polluters Pay Climate Superfund Act would help safeguard public resources, strengthen community resilience, and support a more just transition to a clean energy future;

NOW THEREFORE, be it resolved as follows:

RESOLVED: That the City of Tracy strongly supports the Polluters Pay Climate Superfund Act, and encourages State representatives to pass it.

* * * * *

The foregoing Resolution 2026- ____ was adopted by the Tracy City Council on the 20th day of January 2026, 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