TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 2, 2020, 7:00 P.M.

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

THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT

RESIDENTS ARE STRONGLY ENCOURAGED TO PARTICIPATE REMOTELY AT THE JUNE 2, 2020 MEETING

Remote Access to City of Tracy Council Meeting:
In accordance with the guidelines provided in Executive Order N-29-20 on social distancing measures, the City of Tracy will allow for remote participation at the upcoming City Council meeting on Tuesday, June 2, 2020.

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the City's website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

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:

*Public comment via email **will only be accepted for agendized items before the start of the Council meeting at 7:00 p.m. Please send an email to** publiccomment@cityoftracy.org*
Identify the item you wish to comment on in your email's subject line

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:*
  - **Phone** by dialing (209) 831-6010, or
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number: 126 879 3410** and **Event Password**: TracyCC
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment via phone or 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.

- *Protocols for submitting comments by **phone**:*
    - *If you wish to discuss an item on the "Consent Calendar" identify the item when calling in. All requests to discuss an item on the "Consent Calendar" must be submitted before the Mayor announces that the time to submit such a request has expired.*
    - *Identify the item you wish to comment on to staff when calling in. Comments received by phone will be accepted for the "Items from the Audience/Public Comment" and "Regular Items" portions of the agenda.*
    - *Comments received by phone for the "Items from the Audience/Public Comment" portion of the agenda must be received by the time the Mayor opens that portion of the agenda for discussion.*
    - *Comments received by phone on each "Regular Item" will be accepted until the Mayor announces that public comment for that item is closed.*

- *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:*
        - *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.*
        - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
    - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*

- *The total allotted time for public comment will be as follows:*
    - *Consent Calendar: **10 minutes***
    - *Items from the Audience: **15 minutes***
    - *Regular Items: **10 minutes***

Comments received by publiccomment@cityoftracy.org, phone call, or on Webex outside of the comment periods outlined above will not be included in the record.

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency

and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council.. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available at City Hall, 333 Civic Center Plaza, and on the City's website: *www.ci.tracy.ca.us*

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

1. CONSENT CALENDAR

1.A. ADOPTION OF MAY 19, 2020 CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES

1.B. RATIFY THE SAN JOAQUIN COUNCIL OF GOVERNMENTS ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2020-2021

1.C. DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVE THEIR SALE

1.D. AUTHORIZE SUBMISSION OF THE ANNUAL CLAIM TO THE STATE OF CALIFORNIA, THROUGH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG), FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF $5,908,911 FOR FISCAL YEAR 2019-2020

1.E. WAIVE SECOND READING AND ADOPT ORDINANCE 1286, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN FOR THE TRACY HILLS KT PROJECT

1.F. WAIVE SECOND READING AND ADOPT ORDINANCE 1287, AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF TITLE 6 "BUSINESS, PROFESSIONS, AND TRADES" OF THE TRACY MUNICIPAL CODE REGARDING LOCAL REGULATIONS OF COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF TRACY

1.G. WAIVE SECOND READING AND ADOPT ORDINANCE 1288, AN ORDINANCE OF THE CITY OF TRACY, ADDING CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6 OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY

1.H. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF $209,441 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF ENVIRONMENTAL DOCUMENTS AND CONSTRUCTION DOCUMENTS, SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE TRAFFIC SIGNAL AT CORRAL HOLLOW ROAD AND VALPICO ROAD INTERSECTION PROJECT, CIP 72095

1.I. APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH TEN COMPANIES FOR PLAN REVIEW AND/OR INSPECTION SERVICES

1.J. APPROVE AN ALLOCATION OF $30,000 FOR A CITY UTILITY BILL RELIEF PROGRAM FUNDED FROM THE CITY'S CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. PUBLIC HEARING TO INTRODUCE AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, CHAPTER 3.08 OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

3.B. ALLOCATE UP TO $250,000 FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, AUTHORIZE THE CITY TO USE SUCH FUNDS TO IMPLEMENT THE CITY OF TRACY HOMELESSNESS STRATEGIC PLAN, AND PROVIDE UPDATE ON

THE STATUS OF THE CITY'S AFFORDABLE HOUSING FUNDS REQUEST FOR PROPOSAL

3.C. APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO SERVE AS A CITY OF TRACY REPRESENTATIVE FOR ONE VACANCY ON THE SAN JOAQUIN COUNTY COMMISSION ON AGING AND ONE VACANCY ON THE SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD

3.D. CONSIDER A JOINT RESOLUTION REQUESTING THAT THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS CONDUCT AN AUDIT OF THE COUNTY'S CARES ACT SPENDING PLAN AND DETERMINE IF FUNDS CAN BE DISTRIBUTED TO CITIES WITHIN THE COUNTY

3.E. CONSIDER ADOPTION OF AN EMERGENCY ORDER REQUIRING THE WEARING OF FACE COVERINGS IN ESSENTIAL BUSINESSES AND THE FARMERS' MARKET IN THE CITY OF TRACY

3.F. DISCUSS CITY'S RESPONSE AND DRAFT RECOVERY PLAN REGARDING COVID-19 (VERBAL REPORT)

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURN

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

May 19, 2020, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:00 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Arriola, Vargas, Ransom, Mayor Pro Tem Young and Mayor Rickman present.

3. ITEMS FROM THE AUDIENCE – There was no public comment.

4. CLOSED SESSION

   a. Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))

      i. Fernandez v. City of Tracy (Case No.: STK-CV-LAT-2019-0013143)

5. RECESS TO CLOSED SESSION **-** Motion was made by Council Member Vargas and seconded by Council Member Ransom to recess the meeting to closed session at 5:02 p.m. Roll call vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:15 p.m.

7. REPORT OF FINAL ACTION – There was no report of final action.

8. ADJOURNMENT – Time: 5:16 p.m.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on May 14, 2020. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

March 19, 2020, 5:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy *Web Site:* www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

1. Mayor Rickman called the meeting to order at 5:30 p.m.

2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.

3. ITEMS FROM THE AUDIENCE – There were no comments from the public.

4. DISCUSS PROPOSED FY 2020-21 FINANCIAL BUDGET FOR THE CITY OF TRACY AND CAPITAL IMPROVEMENT PLAN; ADOPT A RESOLUTION TO FORM AN AD-HOC COMMITTEE OF THE CITY COUNCIL TO GUIDE THE DEVELOPMENT OF A FISCAL SUSTAINABILITY PLAN

   Karin Schnaider, Finance Director provided the staff report and presentation.

   Michel Bazinet spoke about use of Measure V Funds, delivering funds for promised amenities, and provided options to avoid using Measure V Funds.

   Sandy Taylor expressed concerns about using Measure V funds to subsidize budget shortfalls and stated it is not ok to use Measure V funds for staff salaries, structural deficit, unfunded retirement plan or potential COVID impact.

   Marsha McCray stated if the City choses to use Measure V funds to balance the budget it will erode public confidence and requested Council reject the use of Measure V money to balance the budget.

   City Council questions and discussion followed.

   Jenny Haruyama, City Manager summarized Council's discussion:

   - Council consensus on implementing a hiring freeze and hold positions vacant as part of an interim budget strategy to reduce the City's existing deficit.
   - Council consensus to use the Economic/Budget Stabilization Reserve ($2.5M).
   - No Council consensus to use limited portion of FY 2020-21 Measure V Reserve funds ($6.6 million). Council Member Ransom and Council Member Vargas were interested in setting up a replenishment agreement, and that would be the terms that they would only be interested in. Council Member Arriola and Mayor Pro Tem Young were no on using Measure V funds, but one caveat is to finalize what our path forward is with Measure V amenities and funding. Mayor Rickman wanted more information before taking a position.

- Council consensus to use alternate funding source or budget strategy to address the City's deficit.

Ms. Haruyama to bring more information in June to assist Council in making their decision in the breakdown of revenue types in terms of losses and can provide a draft replenishment agreement for Council's perusal. Also more Measure V conversation, finalizing that direction and providing information on how we can get there on a parallel process, and that could occur during the summer.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Vargas to adjourn. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to reopen the special meeting to consider a motion. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adopt **Resolution 2020-067** establishing the Council Ad Hoc Fiscal Sustainability Committee. Council Members Arriola, Ransom, Vargas and Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman opposed.

5. ADJOURNMENT: Time: 7:10 p.m.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on May 14, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

May 19, 2020, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site:* www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

Mayor Rickman called the meeting to order at 7:23 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman present.

1. CONSENT CALENDAR – Following the removal of consent item 1.E. by Mayor Pro Tem Young motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.

   1.A. ADOPTION OF MAY 5, 2020, CLOSED SESSION AND REGULAR MEETING MINUTES – **Minutes were adopted.**

   1.B. APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MCE, INC. FOR LANDSCAPE MAINTENANCE SERVICE TO AMEND THE 'NOT TO EXCEED' AMOUNT TO $900,000 ANNUALLY – **Resolution 2020-068** approved Amendment No. 4 to the Professional Services Agreement.

   1.C. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3958, TRACY HILLS VILLAGE 8B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2020-069** approved the Final Subdivision Map and Subdivision Improvement Agreement.

   1.D. APPROVE CITY OF TRACY TRANSIT DIVISION TITLE VI PROGRAM AND LANGUAGE ASSISTANCE PLAN FOR TRACER FIXED ROUTE AND PARATRANSIT SERVICES – **Resolution 2020-070** approved the City of Tracy Transit Division Title VI Program and Language Assistance Plan.

   1.F. EXTEND THE YEAR 2020 DEADLINE TO OBTAIN A BUILDING PERMIT UNDER SECTION D.3.(c) OF THE CITY OF TRACY GROWTH MANAGEMENT ORDINANCE GUIDELINES FOR FORTY-FIVE (45) CALENDAR DAYS DUE TO COVID-19 PUBLIC HEALTH EMERGENCY – **Resolution 2020-071** extended the Year 2020 deadline to obtain a building permit under Section D.3.(c) of the Growth Management Ordinance Guidelines.

1.G. AMEND THE TRACY STATION 95 FIRE STATION FIRST IMPLEMENTATION AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND THE TRACY HILLS PROJECT OWNER, LLC, AND TRACY PHASE I, LLC, TO CLARIFY THE CONSTRUCTION SCHEDULE FOR FIRE STATION 95 – **Resolution 2020-072** amended the Tracy Station 95 Fire Station First Implementation Agreement.

Jenny Haruyama, City Manager provided a brief update regarding consent item 1.G. stating the developer who is constructing Station No. 95 has received the bids for this project. The bids are currently under evaluation and staff will keep Council informed on the progress of the project.

1.E. GRANT LEAVE TO FILE LATE CLAIM AND REJECT CLAIM FILED BY NANCY LUNETTA

Mayor Pro Tem Young pulled the item to state that she did not agree to reject the claim filed by Nancy Lunetta.

Leticia Ramirez, City Attorney provided the staff report.

No one from the audience wished to speak.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2020-073** granting leave to file late claim and rejecting claim filed by Nancy Lunetta. Roll call found Council Members Arriola, Ransom, Vargas and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young opposed.

2. ITEMS FROM THE AUDIENCE – There were no comments from the public.

3. REGULAR AGENDA

3.A. PUBLIC HEARING TO CONSIDER APPROVAL OF THE TRACY HILLS KT PROJECT, WHICH INVOLVES APPROVING A GENERAL PLAN AMENDMENT, INTRODUCING AN ORDINANCE APPROVING A TRACY HILLS SPECIFIC PLAN AMENDMENT, AND APPROVING A VESTING TENTATIVE SUBDIVISION MAP TO CREATE APPROXIMATELY 185 SINGLE-FAMILY RESIDENTIAL LOTS, TWO COMMERCIAL PARCELS, AND VARIOUS OTHER PARCELS, INCLUDING A LINEAR PARK AND AN HOA RECREATION AREA, CONSISTING OF APPROXIMATELY 45 ACRES, LOCATED EAST OF CORRAL HOLLOW ROAD IN THE VICINITY OF TRACY HILLS DRIVE

Scott Claar, Senior Planner provided the staff report.

Robert Armijo, City Engineer described the traffic analysis.

Frederik Venter, Kimley-Horn summarized the traffic study for the KT Project.

John Palmer, Project Manager for Tracy Hills thanked Council and staff for their efforts towards the project and provided a summary of how Tracy Hills got to where it is today.

Mike Souza, Tracy Hills Project Manager spoke about the Tracy Hills land plan.

Mayor Rickman opened the public hearing.

Alice English spoke about traffic issues on Corral Hollow and Linne Road. Ms. English stated she liked the project but the infrastructure needs to get done first.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Vargas to adopt **Resolution 2020-074** approving a General Plan Amendment and considering an Addendum to the Tracy Hills Specific Plan Subsequent Environmental Impact Report prepared for the Tracy Hills KT Project, Application Number GPA19-0003. Roll call found all in favor; passed and so ordered.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to waive the reading of the full text and introduce **Ordinance 1286** an Ordinance of the City of Tracy approving an amendment to the Tracy Hills Specific Plan for Tracy Hills KT Project. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2020-075** approving a Vesting Tentative Subdivision Map for the Tracy Hills KT Project to create approximately 185 single-family residential lots, two commercial parcels, and various other parcels, including a linear park and HOA recreation area, consisting of approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive. Roll call found all in favor; passed and so ordered.

3.B. APPROVE A NEW CITY SMALL BUSINESS FORGIVABLE LOAN PROGRAM TO SUPPORT LOCAL SMALL BUSINESSES AFFECTED BY COVID-19 AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SIGN THE LOAN AGREEMENTS

Barbara Harb, Economic Development Management Analyst provided the staff report.

Robin Lopez thanked Council for providing the Small Business Forgivable Loan Program and asked if non-profits will be eligible for a forgivable loan if they meet the criteria.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2020-076** approving a new Small Business Forgivable Loan Program to support local small businesses affected by COVID-19 and authorizing the City Manager or designee to sign the loan agreements. Roll call found all in favor; passed and so ordered.

3.C. APPROVE CANNABIS BUSINESS PERMIT APPLICATION PROCEDURES AND GUIDELINES

Bill Dean, Assistant Development Services Director provided the staff report and presentation.

Pamela Epstein, Eden Enterprises submitted a nine page letter into the record regarding approval of the cannabis business permit application and guidelines.

Spencer Sitnik provided information regarding AcessTHC and submitting a cannabis application for cultivation, manufacturing, distribution, distribution transport, and retail. Mr. Sitnik spoke about finding locations and a letter from City Council saying there is approval of that kind of business.

Edward spoke about reducing barriers stating they are beyond what an equity applicant can have and is against the will of the voters. Edward urged Council to have a meeting with constituents and figure a way to lower the barriers.

Pamela Epstein, Eden Enterprises spoke about points allocation, a community benefits plan, application process, and local preference suggesting instead of city limits have zip code define what local is.

Alex Monceaux spoke about the social equity plan not including being a local to qualify and no financial limit on minority groups. Mr. Monceaux stated social equity should have applications waivers, and landlord letters and referred to a three phase process: eligibility screening, community benefit, and landlord letters, and suggested looking at one license in each category.

City Council comments and questions followed.

Council Member Ransom stated she would be willing to make that third step for the equity applicant but not in favor of doing that across the board, has no objection to putting equity applicant in other categories as well, and supported the zip code being a qualification of the local process. Council Member Arriola supported the recommendations made by Council Member Ransom. Council Member Arriola and Council Member Vargas also supported the zip code qualification.

ACTION: Motion made by Council Member Vargas to adopt a Resolution approving the Cannabis Business Permit Application Procedures and Guidelines with the caveat as indicated by Council Member Ransom and Council Member Arriola regarding the zip code qualification. Motion failed due to lack of second.

Council questions and discussion continued.

ACTION: Motion was made by Council Member Ransom to adopt **Resolution 2020-077** approving the Cannabis Business Permit Application Procedures and Guidelines to be amended to include local zip codes and what it means to be a local applicant, to create a third step which will give a waiver to the equity applicants and to bring back a final discussion on an equity applicant at a later date.

Council Member Arriola made a friendly motion that the amount of points for social equity be raised from 3 to 5 to be equal to that of local preference. Council Member Ransom accepted the amendment. Council Member Arriola seconded Council Member Ransom's motion. Roll call found all in favor; passed and so ordered.

3.D. INTRODUCE AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF THE TRACY MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS ACTIVITY

Bianca Rodriquez, Assistant City Attorney provided the staff report.

Alex Monceaux requested extending the landlord waiver to all local not just equity, cautioned Council on limiting these to four due to operators wanting multiple licenses, asked about stacking multiple licenses and a different community benefit for each license. Mr. Monceaux stated with the COVID-19 situation the proposed tax would be more beneficial than community benefit fees.

City Council questions and discussion followed.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to waive the reading of the full text and introduce **Ordinance 1287** an Ordinance of the City of Tracy amending various sections of Chapter 6.36 of Title 6 "Businesses, Professions, and Trades" of the Tracy Municipal Code regarding local regulations of commercial cannabis activity in the City of Tracy as amended to include removing the numerical limitation on business types except for storefront retailers who will be limited to four. Roll call found all in favor; passed and so ordered.

3.E. APPROVE ACTIONS RELATED TO SUBMITTING A MEASURE TO THE VOTERS TO ADOPT AN ORDINANCE IMPOSING A CANNABIS BUSINESS TAX WHICH SHALL CUMULATIVELY NOT EXCEED 15% OF GROSS RECEIPTS ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY TO FUND GENERAL SERVICES AT THE ELECTION ON NOVEMBER 3, 2020, INCLUDING:

(1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE ELECTION OF CERTAIN OFFICERS AND CONSIDERATION OF LOCAL BALLOT MEASURE(S), AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN ORDER THE CONSOLIDATION OF SAID ELECTION WITH THE

STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE

(2) ORDERING THE CITY CLERK TO SUBMIT A MEASURE TO THE VOTERS TO ADOPT AN ORDINANCE IMPOSING A CANNABIS BUSINESS TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY TO FUND GENERAL SERVICES AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020

(3) INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6 OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX ON COMMERCIAL CANNABIS ACTIVITIES SUBJECT TO APPROVAL OF A MAJORITY OF THE ELECTORS VOTING ON THE MEASURE AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020

Karin Schnaider, Finance Director provided the staff report.

Alex Monceaux shared his concern regarding a 15% tax as a lot of entities are 10%, and that may scare operators in the future. Mr. Monceaux suggested being competitive to tax rates in Stockton.

Michaela Toscas shared her concerns regarding the tax measure of up to 15%, provided examples from the City of Oakland, and suggested doing a tier based level, or having two separate based tier levels.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt **Resolution 2020-078** calling and giving notice of a General Election to be held on November 3, 2020 for the election of certain officers and consideration of local ballot measure(s), and requesting the Board of Supervisors of the County of San Joaquin order the consolidation of said election with the Statewide General Election to be held on that date. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt **Resolution 2020-079** ordering the City Clerk to submit a Measure to the voters to adopt an Ordinance imposing a cannabis business tax on commercial cannabis and hemp activities in Tracy to fund core City services at the General Municipal Election on November 3, 2020. Roll call found all in favor; passed and so ordered.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to waive the reading of the full text and introduce **Ordinance 1288** an Ordinance of the City of Tracy adding Chapter 6.40 "Cannabis Business Tax" to Title 6 of the Tracy Municipal Code to impose a tax on commercial cannabis activities in Tracy. Roll call found all in favor; passed and so ordered.

Mayor Rickman called for a recess at 11:04 p.m.

Mayor Rickman reconvened the meeting at 11:10 p.m.

3.F. ADOPT AN URGENCY ORDINANCE AMENDING ORDINANCE NO. 1285 EXTENDING CERTAIN DEVELOPMENT RELATED DEADLINES AND AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS REGARDING PUBLIC IMPROVEMENT AGREEMENTS, GRANT APPLICATIONS, CHANGE ORDERS AND PROFESSIONAL AND GENERAL SERVICES AGREEMENTS, AND ACCEPTING IMPROVEMENTS DURING THIS LOCAL EMERGENCY

Leticia Ramirez, City Attorney provided the staff report.

There were no comments from the public.

There were no comments from City Council.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to waive the reading of the full text and adopt **Ordinance 1289** an Urgency Ordinance amending Ordinance No. 1285 of the City of Tracy extending certain deadlines and authorizing the City Manager to take certain actions regarding public improvement agreements, grant applications and Professional and General Services Agreements and accepting improvements during the local emergency. Roll call found all in favor; passed and so ordered.

It was Council's consensus to move Item 3.H to the next meeting and publish any updates on the City of Tracy website.

3.G. AUTHORIZE THE DISPLAY OF THE LGBT PRIDE FLAG AT CITY HALL FOR THE MONTH OF JUNE 2020 TO RECOGNIZE LGBT PRIDE MONTH AND ON THE DAY OF TRACY PRIDE CELEBRATION TO BE HELD IN FALL 2020

Midori Lichtwardt, Assistant City Manager provided the staff report.

Alex Monceaux suggested a process to allow other groups in addition to LGBT to be able to get City support to display other flags in the future.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt **Resolution 2020-080** authorizing the display of the LGBT Pride Flag for the month of June 2020 at City Hall to recognize LGBT Pride Month and on the day of the "Tracy Pride Celebration" to be held in Fall 2020. Roll call found all in favor; passed and so ordered.

Council Member Vargas requested review of the flag policy to come back before Council. Mayor Pro Tem Young supported the request.

3.H. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT) – Due to the late hour, it was Council's consensus to move this item to the next agenda.

4. ITEMS FROM THE AUDIENCE – Yolanda Magana requested dog parks and playgrounds be reopened, expanding more benches, shade, trails and open grass areas in our parks and nature parks, suggested classes offered by Parks and Recreation be flexible for online learning.

Eleassia Davis requested City Council take proactive steps to reopen Tracy for all businesses in a timely and efficient manner with health and safety in mind. Ms. Davis requested the City commit to devising a local emergency response plan.

Alice English spoke about the following: Toyota dealership not adhering to policies and safety of workers, Farmers Market moving to Central Ave with the vendors in middle and people walk up one side and down the other, closing down 10th and Central on Fridays and Saturdays and opening up restaurants for people to sit outside. Ms. English spoke about wearing masks at the Farmers Market and asked staff to reach out to TCCA.

5. STAFF ITEMS - Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency:

- Approval of Amendment No. 1 to Professional Services Agreement with Management Partners, Inc. to provide budgeting consulting assistance
- Approval of Amendment No. 1 to Professional Services Agreement with Mejorando Group for Succession Plan Development

6. COUNCIL ITEMS - Mayor Rickman requested staff to bring back to Council for discussion the following items:

1. A joint Resolution brought before the Board of Supervisors and the City Councils of the cities of Escalon, Lathrop, Lodi, Manteca, Ripon and Tracy to petition the Governor to allow counties to implement local directives regarding resumption of activities during the COVID-19 pandemic. Council Member Vargas supported the request.
2. Reopening plan for Tracy. Council Member Vargas supported the request.
3. Stand alone for the Fire JPA. Council Member Ransom supported the request.

Mayor Rickman wished everyone a Happy Memorial Day, congratulated the 2020 graduates, and thanked everyone for their patience during COVID-19.

Council Member Arriola reported on the East Bay Community Energy Board meeting, and congratulated the graduating class of 2020.

Council Member Ransom acknowledged the 2020 graduates and announced the following: Blood drive on May 22, 2020 co-sponsored by Assemblymember Eggman and herself, contact the County Health Department if interested in volunteering for contact tracers for tracing COVID, and the need to meet the protocols for homeless in order to get out of this. Council Member Ransom requested an agenda item regarding a mask policy with support for our Tracy essential businesses and Farmers Market. Council Member Vargas supported the request. Council Member Ransom wished everyone a Memorial Day full of gratitude.

Mayor Pro Tem Young commented on the following: Requested the COVID update presentation to be emailed to Council, asked whether the resolution that was before the County today was signed, and setting up of a cooling center. Mayor Pro Tem Young congratulated the graduating class of 2020, honored veterans and safety personnel on the front lines, read a quote from John Kennedy, and asked about the Memorial Day video in partnership with the American Legion.

Council Member Vargas provided an update from the JPA meeting for Valley Link and thanked the Council and Assemblymember Susan Eggman for being in support of the Valley Link project.

7. ADJOURNMENT – Time: Wednesday, May 20, 2020, 12:12 a.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adjourn. Roll call vote found all in favor passed and so ordered.

The above agenda was posted at the Tracy City Hall on May 14, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

June 2, 2020

AGENDA ITEM 1.B

REQUEST

RATIFY THE SAN JOAQUIN COUNCIL OF GOVERNMENTS ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2020-2021

EXECUTIVE SUMMARY

This item seeks Council approval and ratification of the San Joaquin Council of Governments (SJCOG) Annual Financial Plan.

DISCUSSION

The Joint Powers Agreement forming the SJCOG, which the City is a party to, requires that the Annual Financial Plan be sent to member agencies for ratification by each governing body.

Attached is correspondence from SJCOG, dated April 27, 2020, requesting the City ratify the Plan prior to June 30, 2020; Resolution R-20-28 adopting the Plan; and a copy of the Annual Financial Plan (Attachment A).

STRATEGIC PLAN

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

FISCAL IMPACT

SJCOG receives funding from a variety of sources and distributes those funds to local jurisdictions. The City does not make a direct contribution to SJCOG, therefore there is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that City Council, by resolution, ratify the SJCOG Annual Financial Plan for Fiscal Year 2020-2021.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A - San Joaquin Council of Government's Annual Financial Plan for FY 2020-2021

SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • www.sjcog.org

Doug Kuehne
CHAIR
Sol Jobrack
VICE CHAIR
Andrew T. Chesley
EXECUTIVE DIRECTOR
Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF SAN
JOAQUIN

April 27, 2020

Jenny Haruyama
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Dear Ms. Haruyama:

Enclosed is a summary of the San Joaquin Council of Governments' Annual Financial Plan (AFP) for Fiscal Year 2020/21. The Board adopted the Plan on April 16, 2020 recognizing the AFP reflected pre-COVID-19 assumptions. The Board adopted the AFP acknowledging there will be amendments to it as more definitive information regarding the length and depth of the pandemic's economic impacts, primarily on sales tax generated sources, are determined. **When the economic outlook becomes clearer, staff will be providing the Board with a review of those revenue sources and amendments to the AFP as necessary. While Local Transportation Fund and Measure K are important operational resources for SJCOG, the agency has many other revenues sources, as noted below, with which to maintain our work program.**

The SJCOG Board staff report is included in this letter as well as copy of the adopting resolution. Pursuant to SJCOG's Joint Powers Agreement, following adoption of the budget by the SJCOG Board, it is to be delivered to member agencies for ratification by each governing body. Approval by governing bodies representing 55% or more of the county's population is considered ratification.

Therefore, SJCOG requests you place SJCOG's Annual Financial Plan for Fiscal Year 2020/21 on a forthcoming agenda prior to June 30, 2020 for approval. We understand the challenges all public agencies are trying to navigate through and hope this ratification schedule can be accomplished.

The Annual Financial Plan implements the FY 2020/21 Overall Work Program (OWP) that was also adopted by the SJCOG Board on April 16, 2020.

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed budgets with the current year (FY 2019/20) adopted budget, as most recently amended, along with FY 2018/19 actual expenditures. The Annual Financial Plan represents the general fund budget for SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP) presented in a traditional line item format compared to the work element format of the OWP.

The attached includes a summary of revenues and expenditures in the AFP and schedules detailing each of those categories (Revenues, Service and Supplies, Transportation, Training and Travel, Professional Services and Fixed/Capital Assets). The attached includes a summary of revenues and expenditures in the AFP and detail for each of those categories.

Readers should note several differences between SJCOG and member agency's budgets:

- SJCOG revenue sources are quite different from our member agencies.
- SJCOG employs staff on an at-will basis vis-à-vis civil service and has its own employee handbook and policies.
- SJCOG has its own Financial and Accounting Policy guiding our financial matters including procurement procedures.
- SJCOG employees are exempted from Social Security except Medicare.
- As noted below, SJCOG offers a defined contribution retirement plan to its employees. SJCOG has no CalPERS or post employments benefit obligations except limited sick leave conversion as noted.

The following assumptions are incorporated in the budget:

1. Work will not begin, and expenses will not be incurred, unless anticipated revenue sources are secured.
2. The AFP anticipates SJCOG to be fully staffed. The budget includes a 6.7% pool that can be drawn upon for merit-based increases and potential promotions. The full impact of that pool is incorporated into the salary driven benefits (retirement, Medicare, disability).
3. SJCOG has no significant liability exposure for post-employment benefits.
    a. The employee retirement program is a defined contribution program managed by the International City Managers Association Retirement Program.
    b. SJCOG employee vacation accruals are capped at two times the individual's annual leave.
    c. Upon retirement (50 years of age/20 years of SJCOG employment), an employee can convert accrued sick leave hours to pay for health care premiums until their sick leave account is exhausted and is based upon the employee's salary at retirement. There is no inflation factor in post-retirement years. Payout is limited to a maximum of one year's value of documented premium costs per year.

REVENUES

Compared to the current year amended AFP, SJCOG general fund operating revenues are proposed to increase from $13,099,067 to $13,693,497, $594,427 higher. Budgeted expenditures are $13,693,497.

Overall, federal funding for general fund activities is 4.85%, or $232,103 higher than FY 2019-20 due to:

- Regional Surface Transportation Program (RSTP) programmed for I-205 Managed Lanes widening
- Increases in Federal Highways Administration (FHWA) planning funds (PL) and FTA Metropolitan Planning Organization planning funds (5303).

State funding sources are $524,136 lower or -14.78% due to:

- $572,000 drawdown on prior year's Freeway Service Patrol funding.
- $1.7 million is available for FY 20-21 future years of Freeway Service Patrol funding.

- $675,400 draw down has occurred on four years of Senate Bill 1 Sustainable Transportation Planning Grants offset by a FY 20-21 allocation of $341,671.

Local revenues are higher by $857,460 or 18.7% due primarily to programming $695,000 Measure K for the dibs, Transportation Demand Management, program.

EXPENDITURES

Salaries and Benefits are proposed to increase by 3.92% $4,466,831 to $4,641,882 when compared to the FY 19-20 amended budget. The budget includes a 6.7% pool for merit-based raises. The salary-driven benefits adjust accordingly.

Services and Supplies is proposed to be decrease by 5.86 % $ $1,282,470 to $ $1,207,300 due decreases in Office Supplies and Communications reflecting continued shifting to digital processes and a reduction in Rents and & Leases Equipment allocation.

Transportation, travel and training is proposed to increase reflecting higher transportation costs and more training due to several newer members being added to the staff in the past year.

Professional Services is increasing $494,546 to $7,648,812 reflecting the ramping up of the next Regional Transportation Plan and Sustainable Communities Strategies cycles and the I-205 Managed Lanes project development.

Fixed Assets/capital remains the same as the previous year at $195,000.

SALARY AND CLASSIFICATION SCHEDULE

Included in this package is a revised salary and classification schedule. In May 2015, the Board adopted the findings of salary and classification study. One finding was to adjust the minimum and maximum levels of the salary ranges by the annual Consumer Price Index (CPI) change to keep the ranges relevant to the marketplace. Ranges have been adjusted 2.79061% per the California CPI.

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to June 30, 2020** Please let me know when this will be on your agenda. If you have any questions regarding this matter, don't hesitate to contact me at 235-0600.

Thank you for your assistance.

Sincerely,

STEVE DIAL
Deputy Executive Director/Chief Financial Officer

April 2020
SJCOG Board

STAFF REPORT

SUBJECT: FY 2020-2021 Proposed Annual Financial Plan (AFP)

RECOMMENDED ACTION: That the Board Adopt Resolution 20-28 Approving the FY 2020-2021 Annual Financial Plan

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed FY 2020-2021 budgets with the current year (FY 2019-2020) adopted budget, as most recently amended, along with FY 2018-2019 actual expenditures. The Annual Financial Plan represents the general fund budget for SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP), however, presented in a traditional line item format compared to the work element format of the OWP.

With the arrival of the Coronavirus pandemic, and the severe economic downturn, sales tax related revenues, Local Transportation Fund (LTF) and Measure K, will certainly be impacted. For FY 2019-20, sales taxes have been received through the 2nd quarter of the FY, December 2019. Sales taxes were expected to be fairly robust for the 3rd quarter with the Wayfair decision starting to be felt. The potential for sales tax reduction started later in February and likely will extend through the end of the 2019-20 fiscal year and into FY 2020-21.

There are many factors that will determine how deep and long this recession will be. There are expected to be at least five major stimulus packages passed by Congress. These spending bills are substantially larger than those passed at the beginning of the 2008 recession. The intent is to soften the impacts of this recession by providing direct cash, increased sick leave and unemployment benefits, and insurance coverage for COVID-19 testing and treatment, among other programs.

When the economic outlook becomes clearer, staff will be providing the board with a review of those revenue sources and amendments to the AFP as necessary. While LTF and Measure K are important operational resources for SJCOG, the agency has many other revenues sources, as noted below, with which to maintain our work program.

The attached includes a summary of revenues and expenditures in the AFP and detail for each of those categories.

Readers should note several differences between SJCOG and member agency's budgets:

- SJCOG revenue sources are quite different from our member agencies.

- SJCOG employs staff on an at-will basis vis-à-vis civil service and has its own employee handbook and policies.
- SJCOG has its own Financial and Accounting Policy guiding our financial matters including procurement procedures.
- SJCOG employees are exempted from Social Security except Medicare.
- As noted below, SJCOG offers a defined contribution retirement plan to its employees. SJCOG has no CalPERS or post employments benefit obligations except limited sick leave conversion as noted.

Upon adoption by the Board, pursuant to the SJCOG Joint Powers Agreement, the AFP will be sent to the member agencies for ratification. Ratification is achieved when a majority of the member agencies representing 55% of the county population approve the AFP.

The following assumptions are incorporated in the budget:

1. Work will not begin, and expenses will not be incurred, unless anticipated revenue sources are secured.
2. The AFP anticipates SJCOG to be fully staffed. The budget includes a 6.7% pool that can be drawn upon for merit-based increases and potential promotions. The full impact of that pool is incorporated into the salary driven benefits (retirement, Medicare, disability).
3. SJCOG has no significant liability exposure for post-employment benefits.
    a. The employee retirement program is a defined contribution program managed by the International City Managers Association Retirement Program.
    b. SJCOG employee vacation accruals are capped at two times the individual's annual leave.
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Fixed Assets/capital remains the same as the previous year at $195,000.

SALARY AND CLASSIFICATION SCHEDULE

Included in this package is a revised salary and classification schedule. In May 2015, the Board adopted the findings of salary and classification study. One finding was to adjust the minimum and maximum levels of the salary ranges by the annual Consumer Price Index (CPI) change to keep the ranges relevant to the marketplace. Ranges have been adjusted 2.79061% per the California CPI.

FISCAL IMPACT

The Annual Financial Plan is required to be adopted by the Board of Directors prior to April 1 each year and disseminated to the member agencies for ratification. However, due to the COVID-19 pandemic, the adoption of the AFP was delayed to the first available Board meeting. The Executive Committee recommended at its March 20th meeting, adoption of the Annual Financial Plan.

The Annual Financial Plan is the traditional line item budget identifying estimated revenues and expenditures for the fiscal year. The Annual Financial Plan is complimentary to the Overall Work Program.

RECOMMENDATION

That the Board adopt Resolution 20-28 approving the FY 2020-2021 Annual Financial Plan.

Prepared by: Steve Dial, Deputy Executive Director/CFO and Grace Orosco, Chief Accountant

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2020/2021

Proposed March 26, 2020

CHAIR

Mayor Doug Kuehne, City of Lodi

VICE-CHAIR

Councilmember Sol Jobrack, City of Stockton

BOARD OF DIRECTORS

Councilmember Walt Murken	City of Escalon
Mayor Sonny Dhaliwal	City of Lathrop
Councilmember Gary Singh	City of Manteca
Councilmember Jesus Andrade	City of Stockton
Vice Mayor Dan Wright	City of Stockton
Supervisor Bob Elliott	County of San Joaquin
Supervisor Chuck Winn	County of San Joaquin
Supervisor Katherine Miller	County of San Joaquin
Councilmember Leo Zuber	City of Ripon
Mayor Robert Rickman	City of Tracy

EX OFFICIO DIRECTORS

Dan McElhinney, Director	Caltrans District 10
Gary Giovanetti, Director	San Joaquin Regional Transit District
Anthony Barkett	Port of Stockton

SUBMITTED BY:

Andrew T. Chesley
Executive Director

Steve Dial
Deputy Executive Director/
Chief Financial Officer

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2020/2021
Proposed March 26, 2020

REVENUES	FY 2018-19 Actual	FY 2019-20 Amendment #2	FY 2020-21 Proposed	+/- Change	+/- % Change
Federal Grants	$ 2,968,365	$ 4,787,233	$ 5,019,336	$ 232,103	4.85%
State Grants	$ 1,170,677	$ 3,547,225	$ 3,023,089	$ (524,136)	-14.78%
Local	$ 4,238,440	$ 4,744,609	$ 5,602,069	$ 857,460	18.07%
Interest	$ 19,006	$ 5,000	$ 20,000	$ 15,000	300.00%
Other	$ 26,712	$ 15,000	$ 29,000	$ 14,000	93.33%
SJCOG OPERATING REVENUE	$ 8,423,199	$ 13,099,067	$ 13,693,494	$ 594,427	15.82%
EXPENDITURES					
Salaries & Benefits	$ 4,104,749	$ 4,466,831	$ 4,641,882	$ 175,051	3.92%
Services & Supplies	$ 1,091,352	$ 1,282,470	$ 1,207,300	$ (75,170)	-5.86%
Office Expense	$ 229,391	$ 262,470	$ 242,500	$ (19,970)	-7.61%
Communications	$ 76,144	$ 80,000	$ 60,000	$ (20,000)	-25.00%
Memberships	$ 40,206	$ 50,000	$ 45,000	$ (5,000)	-10.00%
Maintenance - Equipment	$ 7,827	$ 10,000	$ 10,000	$ -	0.00%
Rents & Leases - Equipment	$ 105,285	$ 225,000	$ 150,000	$ (75,000)	-33.33%
Transportation,Travel & Training (In & Out of State)	$ 144,311	$ 114,500	$ 121,000	$ 6,500	5.68%
Publications & Legal Notices	$ 2,809	$ 7,500	$ 7,500	$ -	0.00%
Insurance	$ 110,063	$ 133,000	$ 146,300	$ 13,300	10.00%
Building Operations & Maintenance	$ 192,173	$ 200,000	$ 225,000	$ 25,000	12.50%
SJCOG Building Debt Service Principal and Interest	$ 183,144	$ 200,000	$ 200,000	$ -	0.00%
Professional Services	$ 2,490,577	$ 7,154,266	$ 7,648,812	$ 494,546	6.91%
Capital Outlay	$ 146,214	$ 195,500	$ 195,500	$ -	0.00%
Unallocated/Reserve					
SJCOG OPERATING EXPENDITURES	$ 7,832,892	$ 13,099,067	$ 13,693,494	$ 594,427	4.54%

RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-20-28

RESOLUTION APPROVING THE ADOPTION OF THE 2020-2021
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2020-2021 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 16th day of April 2020 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Councilman Andrade, Stockton; Supervisor Elliott, SJC; Councilman Jobrack, Stockton; Mayor Kuehne, Lodi; Supervisor Miller, SJC; Councilman Murken, Escalon; Mayor Rickman, Tracy; Councilman Singh, Manteca; Supervisor Winn, SJC; VM Wright, Stockton; Councilman Zuber, Ripon.

NOES: None.

ABSENT: Mayor Dhaliwal, Lathrop.

Doug Kuehne

DOUG KUEHNE
Chair

RESOLUTION 2020 -

APPROVING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS
ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2020-2021

WHEREAS, The Joint Powers Agreement between the San Joaquin Council of Governments and its member agencies requires the Annual Financial Plan to be ratified by the governing body of each member agency, and

WHEREAS, The Tracy City Council considered the Annual Financial Plan at its meeting of June 2, 2020;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the San Joaquin Council of Governments Annual Financial Plan for Fiscal Year 2020-2021.

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

The foregoing Resolution 2020- was passed and adopted by the Tracy City Council on the 2nd day June 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.C

REQUEST

DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVE THEIR SALE

EXECUTIVE SUMMARY

The City periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus for sale at public auction. This request seeks authorization to declare and approve the list of surplus equipment and commodities and authorize the sale of these items at public auction to the highest bidder.

DISCUSSION

The Public Works Department is responsible for managing most of the City's vehicle and equipment fleet. This includes the responsibility of determining items that have been used beyond their economical and/or useful life and are no longer needed by the City. These items are removed from service and are declared as surplus property.

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code which identifies the method of disposition of surplus property. Per T.M.C., surplus items are sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

STRATEGIC PLAN

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

FISCAL IMPACT

The proceeds from the sale of surplus property will be deposited in the appropriate City fund from which the property was originally purchased. The estimated value of this surplus property is $35,000.

RECOMMENDATION

That the City Council, by resolution, declare and approve the list of surplus equipment and commodities, and authorize the sale of said items at public auction to the highest bidder.

Prepared by: Frank Desousa, Fleet Supervisor

Reviewed by: Robert Gravelle, Public Works Superintendent
Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Surplus Vehicles and Equipment List

ATTACHMENT "A"

SURPLUS VEHICLES AND EQUIPMENT 06/02/2020

ASSET ID	REPLACED BY ASSET	EQ DESCRIPTION	VIN/SERIAL NUMBER
2101	2605	2003 AMERICAN MOTORCYCLE TRAILER	1A9UCD7183T290180
2122	2584	2004 FORD F250 SUPER DUTY	1FTNF20L64EC04109
2133	2599	2004 SMITHCO VACUUM SWEEPER	72073
2306	TBD	2009 FORD RANGER	1FTYR14D39PA26317
2349	2457	2011 FORD CROWN VICTORIA	2FABP7BV4BX160317
2351	2434	2012 FORD ESCAPE HYBRID	1FMCU4K3XCKA07879
9902	N/A	1999 PIERCE SABER FIRE APPARATUS	4P1CT02V8XA001221
2103A	TBD	2003 JOHN DEERE 541 FRONT LOADER ATTACHMENT	W00541D021149
2103B	TBD	2003 JOHN DEERE 49 BACKHOE ATTACHMENT	LV0049X030076
2103C	TBD	2003 JOHN DEERE 370 HD FLAIL ATTACHMENT	P00370X002856
2439/2439A	TBD	2015 CUSHMAN 84068	840680002014
9811	9611	1999 FORD F450	1FDXF46S1XEA42473

Miscellaneous Items

EQ DESCRIPTION	VIN/SERIAL NUMBER
TRUCK MOUNTED DIESEL FUEL TANK AND PUMP	N/A
8 MISCELLANEOUS FOLDING TABLES	N/A
5 SETS OF LOCKERS (3 LOCKERS PER SET)	N/A
2 CONFERENCE TABLES	N/A
MISCELLANEOUS CHAIRS	N/A
1 PALLET OF USED FIRE HYDRANTS	N/A
1 BOX OBSOLETE MISCELLANEOUS PARTS	N/A
5 WOOD DESK	N/A

RESOLUTION _____

DECLARING CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVING THEIR SALE

WHEREAS, The City periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus property, and

WHEREAS, The disposal of surplus equipment and commodities or other property no longer needed by a department in the City is governed by Section 2.20.310 of the Tracy Municipal Code which identifies the method of disposition of surplus property, and

WHEREAS, The listed surplus items will be sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value, and

WHEREAS, The proceeds from the sale of the surplus property will be deposited in the appropriate City fund from which the property was originally purchased;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy declares and approves the list of vehicles and equipment attached to the staff report accompanying this resolution as surplus, and authorizes the sale of said items at public auction to the highest bidder and the remaining items to be sold for scrap value, if appropriate.

* *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 2nd day of June 2020, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.D

REQUEST

AUTHORIZE SUBMISSION OF THE ANNUAL CLAIM TO THE STATE OF CALIFORNIA, THROUGH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG), FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF $5,908,911 FOR FISCAL YEAR 2019-2020

EXECUTIVE SUMMARY

The City of Tracy (City) receives funds from the Transportation Development Act (TDA) that allows the City to provide transportation services throughout the community. The annual claim is necessary for the City to continue to receive TDA funding from the State through the San Joaquin Council of Governments (SJCOG). The amount the City will claim for FY 2019-2020 from the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) is $5,908,911.

TDA funds are used for City TRACER operations and capital acquisitions, street and road maintenance, and pedestrian and bike paths. Staff recommends that the City Council approve the claim for TDA funds for FY 2019-2020, and authorize the Finance Director to execute the claim.

DISCUSSION

Under the provisions of the Transportation Development Act (TDA), the City is required to make an annual claim for funds apportioned to the City under the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). This claim is made to the State through the San Joaquin Council of Governments.

The total claim for LTF is $5,892,667, which includes $805,000 of previous year's unclaimed apportionment and $2,823,453 of unexpended carryover. The total claim for STA is $16,244, which includes $5,500 of previous year's unclaimed apportionment. The available TDA funding for FY 2019-20 for the City of Tracy to claim under the LTF and STA is $7,447,267. After subtracting out the previous year's unexpended carryover, a total of $3,085,458 will be disbursed to the City of Tracy. The remaining balance of $1,538,356 will be available to claim in future years.

TRACY FISCAL YEAR 2019-2020 TDA CLAIM AMOUNTS AND PURPOSES

Fund	Amount	Purpose
LTF	$1,853,129	Article 8 Contractor Operating (PUC 99400(c))
LTF	$805,000	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed

LTF	$264,502	Article 8 Contractor Operating (PUC 99400(c)) Unexpended Carryover
LTF	$173,665	Article 8 Contractor Capital (99400(e))
LTF	$280,106	Article 8 Contractor Capital (99400(e)) Unexpended Carryover
LTF	$87,420	Pedestrian and Bicycle: Article 3 (PUC 99234)
LTF	$77,459	Pedestrian and Bicycle: Article 3 (PUC 99234) Unexpended Carryover
LTF	$150,000	Roads & Streets: Article 8 (99400 (a))
LTF	$2,201,386	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	$10,744	CCR Section 6730 (a)
STA	$5,500	CCR Section 6730 (a) Previous Year's Unclaimed
Total: Less:	$5,908,911 ($2,823,453) $3,085,458	Total LTF/STA claimed Unexpended Carryover Net LTF funds to be disbursed to City of Tracy

Staff requests the Council authorize submission of the claim through SJCOG and authorize the Finance Director to execute the claim.

STRATEGIC PLAN

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

FISCAL IMPACT

Authorization to submit the claim is necessary for the City to continue to receive TDA funding. Such funding is budgeted for FY 2019-2020 for the transit program and to support various street programs.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, the claim for TDA funds for FY 2019-2020 in the amount of $5,908,911 and authorize the Finance Director to execute the claim.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

AUTHORIZING THE SUBMISSION OF THE ANNUAL CLAIM TO THE STATE OF CALIFORNIA, THROUGH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS, FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF $5,908,911 FOR FISCAL YEAR 2019-2020, AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE THE CLAIM

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

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

WHEREAS, The City's FY 2019-2020 claim under the Local Transportation Fund and the State Transit Assistance Fund includes funds requested for FY 2019-2020 in the amount of $5,908,911 as indicated for the following purposes:

TRACY FISCAL YEAR 2019-2020 TDA CLAIM AMOUNTS AND PURPOSES

Fund	Amount	Purpose
LTF	$1,853,129	Article 8 Contractor Operating (PUC 99400(c))
LTF	$805,000	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed
LTF	$264,502	Article 8 Contractor Operating (PUC 99400(c)) Unexpended Carryover
LTF	$173,665	Article 8 Contractor Capital (99400(e))
LTF	$280,106	Article 8 Contractor Capital (99400(e)) Unexpended Carryover
LTF	$87,420	Pedestrian and Bicycle: Article 3 (PUC 99234)
LTF	$77,459	Pedestrian and Bicycle: Article 3 (PUC 99234) Unexpended Carryover
LTF	$150,000	Roads & Streets: Article 8 (99400 (a))
LTF	$2,201,386	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	$10,744	CCR Section 6730 (a)
STA	$5,500	CCR Section 6730 (a) Previous Year's Unclaimed
Total: Less: 	$5,908,911 ($2,823,453) $3,085,458	Total LTF/STA claimed Unexpended Carryover Net LTF funds to be disbursed to City of Tracy

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy authorizes submission of a claim for TDA Funds for FY 2019-2020 in the amount of $5,908,911 (Local Transportation Fund and State Transit Assistance Fund), to the State of California, through the San Joaquin Council of Governments, and authorizes the Finance Director to execute the claim.

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

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 2nd day of June, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.E

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1286, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN FOR THE TRACY HILLS KT PROJECT

EXECUTIVE SUMMARY

Ordinance 1286 was introduced at the regular Council meeting held on May 19, 2020. Ordinance 1286 is before Council for adoption.

DISCUSSION

Ordinance 1286 was introduced at the May 19, 2020 Council meeting to amend the Tracy Hills Specific Plan. In 2019, an application was submitted for an amendment to the Tracy Hills Specific Plan for the Tracy Hills KT Project, Application Number SPA19-0004. The Tracy Hills KT Project consists of approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive.

The proposed Tracy Hills Specific Plan Amendment (SPA) for the KT Project includes:

- Rezoning approximately 21.3 acres from General Highway Commercial (GHCTH) to Medium Density Residential (MDR-TH) and approximately 5.6 acres of GHC-TH to Tracy Hills Conservation (C-TH).

- A series of updates to the development standards for the MDR-TH zoning district to allow for small-lot residential development, such as lot sizes of less than 3,000 square feet, maximum lot coverage of 70%, and 3-foot minimum side setbacks.

- Establishing a Medium Density Residential (MDR-TH) Overlay Zone, which would be applied to approximately 8.9 acres in the KT Project area. The Medium Density Residential Overlay Zone would allow the subject property to develop in accordance with the permitted uses and development standards of either the MDRTH zoning district or the underlying zoning district of GHC-TH.

- Addition of Appendix A, KT Project Landscape Design Guidelines, which would establish the landscape design guidelines and implementation details for the KT Project phase.

- Addition of Appendix B, Community Gateway Icon, which would increase the number of Community Gateway Icons in the Tracy Hills Specific Plan area from one to two.

- Allow the second Community Gateway Icon to be erected without requiring a Development Review permit, due to Appendix B including sufficient detail in terms of the height, design and location of the Community Gateway Icons.

The proposed SPA is consistent with the General Plan, as amended. An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan. An Addendum to the EIR has been prepared consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164 to address the proposed Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project. No new significant environmental impacts were identified for the Tracy Hills KT Project and therefore, no further environmental review is necessary.

Ordinance 1286 is now before City Council for adoption.

STRATEGIC PLAN

This agenda item is not related to the City Council's Strategic Plans.

FISCAL IMPACT

The costs of these development applications were funded by application fees and a Cost Recovery Agreement.

RECOMMENDATION

That City Council adopt Ordinance 1286**.**

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A – Ordinance 1286

ATTACHMENT A

ORDINANCE 1286

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN FOR THE TRACY HILLS KT PROJECT

WHEREAS, The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580, and

WHEREAS, On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment, a comprehensive update to the Tracy Hills Specific Plan, and a Vesting Tentative Subdivision Map for approximately 1,160 single-family residential lots in Phase 1A, and

WHEREAS, In 2019, an application was submitted for an amendment to the Tracy Hills Specific Plan for the Tracy Hills KT Project, Application Number SPA19-0004, and

WHEREAS, The Tracy Hills KT Project consists of approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive, and

WHEREAS, The proposed Tracy Hills Specific Plan Amendment (SPA) for the KT Project includes rezoning approximately 21.3 acres from General Highway Commercial (GHC-TH) to Medium Density Residential (MDR-TH) and approximately 5.6 acres of GHC-TH to Tracy Hills Conservation (C-TH), and

WHEREAS, The proposed SPA also includes a series of updates to the development standards for the MDR-TH zoning district to allow for small-lot residential development, such as lot sizes of less than 3,000 square feet, maximum lot coverage of 70%, and 3-foot minimum side setbacks, and

WHEREAS, The proposed SPA also includes establishing a Medium Density Residential (MDR-TH) Overlay Zone, which would be applied to approximately 8.9 acres in the KT Project area. The Medium Density Residential Overlay Zone would allow the subject property to develop in accordance with the permitted uses and development standards of either the MDR-TH zoning district or the underlying zoning district of GHC-TH, and

WHEREAS, The proposed SPA also includes the addition of Appendix A, KT Project Landscape Design Guidelines, which would establish the landscape design guidelines and implementation details for the KT Project phase, and

WHEREAS, The proposed SPA also includes the addition of Appendix B, Community Gateway Icon, which would increase the number of Community Gateway Icons in the Tracy Hills Specific Plan area from one to two, and

WHEREAS, The proposed SPA would allow the second Community Gateway Icon to be erected without requiring a Development Review permit, due to Appendix B including sufficient detail in terms of the height, design and location of the Community Gateway Icons, and

WHEREAS, The proposed SPA is consistent with the General Plan, as amended, and

WHEREAS, An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan, and

WHEREAS, An Addendum to the EIR has been prepared consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164 to address the proposed Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project. No new significant environmental impacts were identified for the Tracy Hills KT Project and therefore, no further environmental review is necessary, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on February 26, 2020 and recommended that the City Council approve the proposed Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project, Application Number SPA19-0004, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on March 17, 2020;

The City Council of the City of Tracy does ordain as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council hereby approves the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project, Application Number SPA19-0004, as attached to the March 17, 2020 City Council staff report as Attachment B.

SECTION 3. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 4. 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.)

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

This Ordinance 1286 was introduced at a regular meeting of the Tracy City Council on the 19th day of May 2020, and finally adopted on the 2nd day of June, 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.F

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1287, AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF TITLE 6 "BUSINESS, PROFESSIONS, AND TRADES" OF THE TRACY MUNICIPAL CODE REGARDING LOCAL REGULATIONS OF COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF TRACY

EXECUTIVE SUMMARY

Ordinance 1287 was introduced at the regular Council meeting held on May 19, 2020. Ordinance 1287 is before Council for adoption.

DISCUSSION

Ordinance 1287 was introduced at the Council meeting held on May 19, 2020, to amend various sections of Tracy Municipal Code Section 6.36 regarding commercial cannabis activity. On December 3, 2019, the City Council adopted an ordinance amending Chapter 6.36 of the TMC to establish local regulations for commercial cannabis activity in Tracy. Since the Council's adoption of the regulatory ordinance, staff has determined there are various sections needing cleanup and technical changes to allow for greater clarity, consistency, and efficiency in the permitting process. At the April 21, 2020 City Council meeting, Council directed staff to amend the regulatory ordinance to limit the number of permits for all permit types to a maximum of 4 permits per business type. In addition, the cannabis regulatory landscape continues to evolve and has caused a need to modify sections in Chapter 6.36 to ensure that it remains consistent with state law and current best practices. The proposed ordinance amends various sections of Chapter 6.36 to clarify or "cleanup" provisions, reflect technical changes, add new regulatory measures to address a fast-evolving industry and incorporate recent Council direction.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety and Quality of Life Strategic Priorities, which are to enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, prevention, intervention, and suppression services that meet the needs of Tracy residents, and to provide an outstanding quality of life by enhancing the City's business mix and services.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

RECOMMENDATION

That Council waive the full reading of the text and adopt Ordinance 1287 amending various sections of Chapter 6.36 of the Tracy Municipal Code regarding commercial cannabis activity.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1287

ORDINANCE 1287

AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF TITLE 6 "BUSINESSES, PROFESSIONS, AND TRADES" OF THE TRACY MUNICIPAL CODE REGARDING LOCAL REGULATIONS OF COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF TRACY

WHEREAS, In November 1996, California voters approved the Compassionate Use Act of 1996 ("CUA") which authorized a limited defense to criminal charges for the use, possession or cultivation of marijuana (cannabis) for medical purposes when a qualified patient has a doctor's recommendation for the use of cannabis, and

WHEREAS, In November 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act ("AUMA"), which legalized the use of non-medicinal (recreational) cannabis by adults and the cultivation of up to six cannabis plants for personal use; and the AUMA also created a statewide regulatory framework for the cultivation, production, and sale of non-medical cannabis for adult use, and

WHEREAS, In June 2017, the State Legislature adopted Senate Bill 94 creating a new statewide comprehensive regulatory system for medical and adult use commercial cannabis activity titled Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA"), and

WHEREAS, CUA, AUMA and MAUCRSA do not prohibit cities from enacting regulations regarding commercial cannabis activities and uses, and

WHEREAS, The City Council seeks to establish regulations for commercial cannabis activity in the City of Tracy to ensure such activities are conducted in a manner that mitigates negative impacts, protects the public health, safety, and welfare of residents, and supports economic development, and

WHEREAS, The City of Tracy engaged in a comprehensive review and study of state and local cannabis regulations, conducted community outreach on this topic, and held various public meetings to discuss commercial cannabis activity, provide policy direction to staff, and receive public input on the topic of commercial cannabis activity, and

WHEREAS, The City Council adopted an ordinance establishing local regulations on commercial cannabis activity in the City of Tracy on December 3, 2019, which are set forth in Chapter 6.36 of the Tracy Municipal Code, and

WHEREAS, This Ordinance would amend various sections of Chapter 6.36 of the Tracy Municipal Code to further protect the public health, safety, and welfare of residents by adding regulatory measures to a fast-evolving industry, to reflect technical changes, and to cleanup provisions.

The City Council of the City of Tracy does ordain as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. Amended Sections. Sections 6.36.050, 6.36.060, 6.36.090, 6.36.100, 6.36.130, and 6.36.150 of Article 2 of Chapter 6.36, and Section 6.36.370 of Article 4 of Chapter 6.36 of the Tracy Municipal Code are hereby amended to read as follows:

"**Section 6.36.050. Application Procedure for a Cannabis Business Permit.**

(a) The City Council shall adopt by resolution the procedures to govern the application process, and the manner in which the decision to issue a cannabis business permit(s) is made. Said resolution shall authorize City staff and/or consultants to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("Review Criteria") and to prepare the necessary forms, solicit applications, and review and evaluate the applicants. Applications for a cannabis business permit shall include, but not be limited to, the following information:

i. Applicant Background Information.
   A. A description of the statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement, and fictitious business name statement.
   B. The phone number and address to which any notices and correspondence regarding the application is to be mailed.
   C. Owners. The name, address, telephone number, title, respective percentage of ownership, and function of each of the owners.
   D. Background checks. For each of the interested parties:
      1. A legible copy of one valid government-issued form of photo identification, such as a state driver's license, a passport issued by the United States, or a permanent resident card.
      2. A list of their misdemeanor and felony convictions, if any. For each conviction, the list must set forth the date of arrest, the offense charged, the offense convicted, the sentence, the jurisdiction of the court, and whether the conviction was by verdict, plea of guilty, or plea of nolo contendere.
      3. Consent to fingerprinting and a criminal background investigation.
   E. Evidence of a conviction of any of the offenses enumerated in California Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

ii. Business operations.
   A. Business plan. A plan describing how the cannabis business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include proof of sufficient capital to start the business and sustain it through the first three months of operation, plans for handling cash and transporting cannabis and cannabis products to and from the site.
   B. Community relations plan. A plan describing who is designated as being responsible for outreach and communication with the

surrounding community, including the neighborhood and businesses, and how the designee can be contacted.

C. Document(s) demonstrating property owner acknowledgement. Document(s) demonstrating that the property owner is fully aware that the applicant intends to use the property for cannabis business purposes. Document(s) must include name, address, and contact information for the property owner.

D. State licenses. Copies of any state licenses relating to cannabis that the applicant holds.

E. Tax compliance. A current copy of the applicant's city business operations tax certificate pursuant to Chapter 6.04. A copy of the applicant's state sales tax seller's permit, if applicable. If the applicant has not yet received a sales tax seller's permit, then the applicant shall attest that the applicant is currently applying for a seller's permit. A copy of the applicant's most recent year's financial statement and tax returns, if applicable.

F. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.

G. Budget. A copy of the applicant's most recent annual budget for operations.

H. Price list. A list of the most recent prices for all products and services provided by the applicant.

iii. City authorization. Authorization and consent for the City to seek verification of the information contained within the application.

iv. Applicant's certification. A statement dated and signed by the applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct, and that the application has been completed under the applicant's supervision.

v. Indemnification. An agreement, in a form approved by the City Attorney, whereby the applicant: (1) releases the City, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from: (a) any repeal or amendment of this Chapter or any provision of Title 10 of the Zoning Code relating to cannabis, and (b) any arrest or prosecution of the applicant or its managers, employees, or members for violation of state or federal laws; and (2) defends, indemnifies, and holds harmless the City and its agents, officers, elected officials, and employees from and against any and all claims or actions: (a) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the commercial cannabis business, and (b) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis produced or processed at the site or by the business.

(b) Non-Refundable Application Fee. At the time of filing, each applicant shall pay a non- refundable application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.

(c) Review of Applications. The Development Services Director or designee, Finance Director or designee, and Fire Chief or designee ("Review Committee") shall

conduct an initial review of the applications and rank and score the applications utilizing the Review Criteria. The Review Committee shall then make a recommendation to the Police Chief or designee, who shall make a final selection in accordance with Section 6.36.060.

(d) THE CITY'S RESERVATION OF RIGHTS:

The City reserves the right to reject any or all applications. Prior to cannabis business permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to cannabis business permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application.

Section 6.36.060. Selection of Cannabis Business Permittee(s).

(a) The Police Chief or designee shall determine which applicants will be granted a cannabis business permit in accordance with the procedures established referenced in Section 6.36.050, subsection (a). The Police Chief's or designee's decision as to the selection of permittees shall be appealable to the City Manager. Such appeals shall comply with Chapter 1.12 of this Code.

(b) Upon issuance of a conditional use permit, a cannabis business permit is valid at only the location granted under the conditional use permit and State License.

(c) Issuance of a cannabis business permit does not constitute a land use permit. Following the Police Chief's selection, the prevailing candidates(s) shall apply to the City's Development Services Department to obtain a conditional use permit pursuant to Section 10.08.4250 and any other required land use approvals or permits for the permittee's premises. Land use approvals shall include compliance with all applicable provisions of California Environmental Quality Act.

(d) Furthermore, no permittee shall begin operations, notwithstanding the issuance of a cannabis business permit, unless all of the state and local laws and regulations have been complied with, including but not limited to the requirements of this Chapter and Section 10.08.3196 of this Code.

(e) Notwithstanding anything in this Chapter to the contrary, the City reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a cannabis business permit until a permit is issued, and then only for the duration of the term specified in the permit. Each applicant assumes the risk that, at any time prior to the issuance of a cannabis business permit, the City Council may terminate or delay the program created under this Chapter.

(f) If an application is denied for a cannabis business permit, a new application may not be filed for one (1) year from the date of the denial.

(g) Permit Fee. Each person granted a Cannabis Business Permit shall pay the permit fee established by resolution of the City Council, to cover the costs of administering the cannabis business permit regulatory program created in this Chapter.

Section 6.36.090. Suspension, Modification, or Revocation of Cannabis Business Permits.

(a) The Police Chief or designee may suspend, modify, or revoke a cannabis business permit issued pursuant to the provisions of this Chapter for any of the following reasons:

i. One or more of the circumstances upon which a cannabis business permit could be denied, as described in Section 6.36.070, exists or has occurred;
ii. One or more conditions of the cannabis business permit has been violated;
iii. The Permittee, its owners, officers, directors, partners, agents, or other persons vested with the authority to manage or direct the affairs of the business have violated any provision of this Chapter; or
iv. One or more of the conditions placed on the conditional use permit issued under Title 10 of this Code has been violated.

(b) The Police Chief's or designee's decision as to the suspension, modification, or revocation of a cannabis business permit shall be appealable to the City Manager. Such appeals shall comply with Chapter 1.12 of this Code.

Section 6.36.100. Renewal Applications.

(a) An application for renewal of a cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(b) The renewal application shall contain all the information required under this Chapter and the procedures established by City Council resolution.

(c) The applicant shall pay a fee in an amount set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(d) An application for renewal of a cannabis business permit shall be denied if any of the following exists:

i. One or more of the circumstances upon which a cannabis business permit could be denied, as described in Section 6.36.070, exists or has occurred;
ii. The application is filed less than sixty (60) days before its expiration.
iii. The cannabis business permit is suspended or revoked at the time of the application.
iv. The cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application, unless the applicant has been granted a conditional use permit and is diligently pursuing either a discretionary permit or building permit, or is in construction.
v. The permittee fails to or is unable to renew its State License.

(e) The Police Chief or designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the Police Chief or designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the Police Chief or designee(s) shall be directed to the City Manager and shall be handled pursuant to Chapter 1.12.

(f) If a renewal application is denied, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

(g) If an existing cannabis business permit holder fails to renew their permit, the City may, in its discretion, solicit and consider permit applications from other applicants pursuant to Sections 6.36.050 and 6.36.060.

Section 6.36.130. Transfer of Cannabis Business Permit.

(a) No permittee shall assign, sell, or transfer any or all ownership interests or control of the permit to another person or entity and any attempt to assign, sell, or transfer a cannabis business permit or ownership interest in a cannabis business permit, either directly or indirectly in violation of this section, is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(b) Notwithstanding subsection (a) above, a permittee wishing to transfer any or all ownership interests or control of the permit to another person or entity may do so provided that the transferee obtains an amendment to their State License, if required, and an amendment to the permit from the Police Chief stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Police Chief or designee(s) in accordance with all provisions of this Chapter (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council, and the Police Chief or designee(s) determines that the transferee passed the background check required under subsection (a) of Section 6.36.050 and meets all other requirements of this Chapter.

(c) Cannabis business permits issued through the grant of a transfer by the Police Chief shall be valid for a period of one year beginning on the day the Police Chief approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.

(d) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the Police Chief or designee(s) through the transfer process contained in this subsection (b). Failure to comply with this provision is grounds for revocation.

(e) No cannabis business permit may be transferred when the Police Chief or designee has notified the permittee that the permit has been or may be suspended or revoked.

Section 6.36.150. Cannabis Employee Permit Required.

(a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(b) Any person who is an employee or who otherwise works within a cannabis business must obtain a cannabis employee permit from the City prior to performing any work at any cannabis business.

(c) Applications for a cannabis employee permit shall be developed, made available, and processed by the Police Chief or designee(s), and shall include, but not be limited to, the following information:

i. Name, address, and phone number of the applicant;
ii. Verification of the applicant's age and identity. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at twenty-one (21) years of age must be submitted with the application;
iii. Name, address of the cannabis business where the person will be employed, and the name and phone number of the primary manager of that business. This subsection (c)iii. shall not be construed to restrict the holder of a valid cannabis employee permit from seeking employment with a different cannabis business;
iv. A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) of which the applicant has been convicted;
v. Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;
vi. The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the Police Chief or designee(s).
vii. A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the cannabis employee permit program. The fee is non-refundable and shall not be returned in the event the employee permit is denied or revoked.

(d) The Police Chief or designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant has ever been convicted of any of the offenses enumerated in California Business and Professions Code Section 26057(b)(4).

Employers who wish to hire an individual notwithstanding this rule shall apply to the Police Chief, who at his/her sole discretion may issue a written waiver. The employer or employee shall submit a statement of rehabilitation for each conviction. The statement of rehabilitation may contain evidence that the employer or employee would like the Police Chief to consider that demonstrates the employee's fitness for a cannabis employee permit. Supporting evidence may be attached to the statement of rehabilitation and may include, but is not limited to, dated letters of reference from employers, instructors, or professional counselors that contain valid contact information for the

individual providing the reference. The Police Chief's or designee's decision as to the selection of an employee shall be appealable to the City Manager. Such appeals shall comply with Chapter 1.12 of this Code.

Discovery of facts showing that the applicant has either failed to disclose or has been convicted of any of the offenses enumerated in California Business and Professions Code Section 26057(b)(4) are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis employee permit.

(e) The Police Chief or designee shall implement the cannabis employee permit process in accordance with the procedures and rules established by resolution adopted by the City Council.

(f) A cannabis employee permit shall be valid for a twelve (12) month period from date of issuance and must be renewed on an annual basis. Renewal applications shall contain all the information required in Section 6.36.150, subsection (c) above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.

(g) The City may immediately revoke the cannabis employee permit should the permit holder be convicted of a crime listed California Business and Professions Code Section 26057(b)(4). The following are additional grounds for revoking a cannabis employee permit based on the specific role and function of that employee:

i. A cannabis employee permit shall be revoked if the employee permit holder:
   A. Sells or provides cannabis or cannabis products to a minor;
   B. Attempts to give away cannabis or cannabis products while working, unless as authorized pursuant to Section 5411 of Chapter 3, Division 42, Title 16 of the California Code of Regulations;
   C. Acts to illegally divert cannabis or cannabis products to the black market, including stealing cash; stealing the licensee's product for personal consumption; or selling the licensee's product and keeping the proceeds of the sale; or
   D. Is cited for driving under the influence of alcohol, cannabis or another illicit drug while on- or off-duty.

(h) The applicant may appeal the denial or revocation of a cannabis employee permit to the City Manager by filing a notice of appeal with the City Clerk within ten (10) working days of the date the applicant received the notice of denial or revocation, which appeal shall be conducted as set forth in Chapter 1.12 of this Code.

Section 6.36.370 Cannabis Non-Storefront (Delivery Only) Retailer Permit Requirements.

(a) Permit Required. No person shall operate a cannabis delivery only business in the City (without a valid City cannabis business permit issued pursuant to this Chapter, or in a manner that is inconsistent with the permit issued.

(b) Permit Fee. A cannabis delivery-only permit program fee is established and imposed. The City Council shall establish by resolution the amount of the permit fee and any related penalties.

(c) Permissible Delivery Locations and Customers. Cannabis delivery-only retailers are subject to the following requirements:

i. Cannabis, cannabis products and cannabis accessories shall only be delivered to customers located at a residential address including a nursing or assisted living facility;
ii. The delivery of Cannabis, cannabis products and cannabis accessories to any location or facility owned, leased or occupied by a public agency, including but not limited to, a public school, library, and community center, is expressly prohibited;
iii. No deliveries shall be conducted on private property open to the public, including but not limited to, business and professional offices, retail stores and their adjoining parking lots, places of assembly, eating and drinking establishments.
iv. Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a Licensee or Permit Holder, that facilitates directs or assists the retail sale or delivery of cannabis, cannabis products, or cannabis accessories, is expressly prohibited and shall be a violation of this Chapter.

(d) All cannabis and cannabis products being delivered shall be obtained from the site of the cannabis business that is authorized to deliver cannabis. No cannabis or cannabis products may be delivered from any other facility, such as a separate storage facility or a cannabis product manufacturing facility.

(e) No person delivering cannabis, cannabis products and cannabis accessories shall possess more than $3,000 worth of cannabis and cannabis products at any time.

(f) The cannabis delivery only business shall use and maintain computer software to record the following information relating to each delivery:

i. A delivery request that includes the date of the request, the full name of the person requesting the delivery, a specific description of the items requested, whether each item is a medical cannabis or adult-use cannabis product, and the address to which the items are to be delivered;
ii. The name of the person who delivered the items; and
iii. The date and time of the delivery.

(g) A person delivering cannabis or cannabis products on behalf of a cannabis non-storefront retailer shall carry the following items:

i. A copy of the dispensary's current dispensary permit;
ii. The person's government-issued identification;
iii. Evidence of the person's City-issued cannabis employee permit; and
iv. A copy of the delivery request as described in subsection (f).

(h) Upon demand of a peace officer or City employee authorized to enforce this chapter, a person delivering cannabis or cannabis products pursuant to this section shall present the items listed in subsection (g) for examination.

(i) No person shall deliver cannabis to anyone except the person who requested the delivery. The person delivering the cannabis shall confirm compliance with sections 6.36.370 (g) (medical cannabis dispensing operations) and 6.36.370(f) (adult-use cannabis dispensing operations), as applicable, by inspecting the relevant identification and documentation before handing the cannabis or cannabis product to the customer.

(j) A cannabis delivery-only retailer shall maintain the information described in subsection (f) for at least three years on the site and shall produce the information to the city upon request.

(k) Delivery-Only Vehicle Requirements. Prior to commencing operations, a Cannabis Non-Storefront Retailer shall provide the City with all information requested by the Police Chief or designee(s) regarding the vehicles used to deliver cannabis to customers. Such information shall include, but not be limited to the following:

i. Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.
ii. Proof of insurance as required in section 6.36.140 (b) for any and all vehicles being used to deliver cannabis or cannabis products.
iii. The make, model, color, and license number of all vehicles owned or leased by the commercial cannabis retailer and used to deliver cannabis or cannabis products.

(l) Retail Sales Prohibited. No person shall conduct any retail sales of any good or services on or from a permitted cannabis delivery-only retailer site.

(m) Location Requirements. Cannabis non-storefront retail permittees shall locate in a site consistent with Section 10.08.3196."

SECTION 3. If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 4. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. The City Council finds that this Ordinance is exempt from CEQA in accordance with Business and Professions Code section 26055(h) because it requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity.

SECTION 6. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within

15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* *

The foregoing Ordinance 1287 was introduced at a regular meeting of the Tracy City Council on the 19th day of May 2020, and finally adopted on the 2nd day of June, 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.G

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1288, AN ORDINANCE OF THE CITY OF TRACY, ADDING CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6 OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY

EXECUTIVE SUMMARY

Ordinance 1288 was introduced at the Council meeting held on May 19, 2020, to amend the Tracy Municipal Code. Title 6 to include Chapter 6.40 titled "Cannabis Business Tax". Ordinance 1288 is before Council for a second reading and adoption. The Ordinance will not take effect unless approved by a majority of the electors voting on the measure at the General Municipal Election on November 3, 2020.

DISCUSSION

On April 21, 2020, the City Council directed staff to proceed with the documents required to place a general tax measure on the ballot for the General Municipal Election on November 3, 2020 to mitigate the potential impacts on the community related to the passage of Proposition 64. Unlike the 2018 special tax measure, the draft tax ordinance is a general tax measure and requires a 50% plus one vote for approval.

Ordinance 1288 was introduced at the May 19, 2020 City Council meeting to impose a general tax on businesses engaged in commercial cannabis (marijuana) and hemp activity in Tracy. The proposed ordinance is substantively similar to the ordinance that appeared on the November 2018 ballot with the following modifications. First, since 2018, the sale of industrial grade hemp has entered the commercial cannabis industry. As a result, the draft ordinance provides for the addition of this product to the list of taxable components. Second, staff has set the penalty at 10% for "any person who fails or refuses to pay any Cannabis Business Tax required to be paid pursuant to this Chapter on or before the due date." (Section 6.40.100.) This is a reduction from the November 2018 ordinance; however, it is consistent with other City tax ordinances. The tax rates set forth in the proposed Ordinance are equivalent to 15% of the total gross receipts. The tax for cultivation would not exceed $12.00 per canopy square foot for cultivation (adjusted for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other businesses.

The intent of this Ordinance is to levy a tax on all Cannabis Businesses that operate in the City of Tracy, regardless of whether such business was authorized under state and local laws at the time this Ordinance was adopted. Nothing in this Ordinance shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

The proposed ballot question to be presented to voters regarding the tax at the November election is as follows:

> Shall the City adopt an ordinance imposing a general tax on cannabis businesses, including hemp, not to exceed $12.00 per canopy square foot for cultivation (adjusted for inflation), 6% of gross receipts for retail, and 4% for all other businesses; estimated to generate $350,000 to $700,000 annually for Tracy until voters change or repeal it, to fund core City services such as public safety, public works, parks, and community services?

STRATEGIC PLAN

This agenda item supports Economic Development Strategic Goal 3: Develop and Implement Cannabis Regulations.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

RECOMMENDATION

That Council adopt Ordinance 1288 adding Chapter 6.40 “Cannabis Business Tax” to Title 6 of the Tracy Municipal Code to impose a tax on commercial cannabis activities subject to the approval of a majority of the electors voting on the measure at the General Municipal Election. Election to be held on November 3, 2020.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1288

ATTACHMENT A

ORDINANCE NO. 1288

AN ORDINANCE OF THE CITY OF TRACY, ADDING CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6 OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY

THE PEOPLE OF THE CITY OF TRACY DO ORDAIN AS FOLLOWS:

SECTION 1. Amendment to the Tracy Municipal Code. Title 6 of the Tracy Municipal Code is hereby amended to include Chapter 6.40 titled "Cannabis Business Tax" and shall read as follows:

CHAPTER 6.40
CANNABIS BUSINESS TAX

Sections:

6.40.010 Title.
6.40.020 Authority and Purpose.
6.40.030 Intent.
6.40.040 Definitions.
6.40.050 Tax imposed.
6.40.060 Registration, reporting and remittance of tax.
6.40.070 Payments and communications –timely remittance.
6.40.080 Payment – when taxes deemed delinquent.
6.40.90 Notice not required by City.
6.40.100 Penalties and interest.
6.40.110 Refunds and credits.
6.40.120 Refunds and procedures.
6.40.130 Personal cultivation not taxed.
6.40.140 Administration of the tax.
6.40.150 Appeal procedure.
6.40.160 Enforcement –action to collect.
6.40.170 Apportionment.
6.40.180 Constitutionality and legality.
6.40.190 Audit and examination of premises and records.
6.40.200 Other licenses, permits, taxes or charges.
6.40.210 Payment of tax does not authorize unlawful business.
6.40.220 Deficiency determinations.
6.40.230 Failure to report – nonpayment, fraud.
6.40.240 Tax assessment – service of notice.
6.40.250 Tax assessment – hearing, application, and determination.
6.40.260 Successor's and Assignee's Responsibility.
6.40.270 Conviction for violation – taxes not waived.

6.40.280 Violation deemed misdemeanor.
6.40.290 Severability.
6.40.300 Consistency with Business License Tax.
6.40.310 Remedies cumulative.
6.40.320 Amendment or modification.

6.40.010 Title.

This ordinance shall be known as the Cannabis Business Tax Ordinance.

6.40.020 Authority and Purpose.

This Ordinance is adopted to achieve the following, among other purposes, and shall be interpreted in order to accomplish those purposes:

A. To adopt a tax, for revenue purposes, on the privilege of cultivating, transporting, dispensing, manufacturing, producing, processing, preparing, storing, testing, providing, selling, or distributing cannabis or hemp products containing cannabis or hemp, cannabis or hemp accessories and any ancillary products by Cannabis Businesses in the City of Tracy. The Cannabis Business Tax is levied based upon business gross receipts except for commercial cannabis or industrial hemp cultivation which shall be taxed on square footage of plant canopy. It is not a sales and use tax, a tax upon income, or a tax upon real property;
B. The Cannabis Business Tax is a general tax enacted solely for general, governmental purpose of the City and not for specific purposes. All of the proceeds from the tax imposed by this sections shall be placed in the City's general fund and be available for any lawful municipal purpose.
C. The Cannabis Business Tax shall not be separately identified or otherwise specifically assessed or charged to any member, customer, patient, or caretaker; and
D. To specify the type of tax and rate of tax to be levied and the method of collection.

The Cannabis Business Tax is a tax enacted solely for raising revenue for the stated purposes and not for regulation. It shall apply to all persons engaged in Cannabis Business in the City of Tracy. The tax imposed by this Chapter is a tax under Article XIII C of the California Constitution.

6.40.030 Intent.

The intent of this Ordinance is to levy a tax on all Cannabis Businesses that operate in the City of Tracy, regardless of whether such business was authorized under state and local laws at the time this Ordinance was adopted. Nothing in this Ordinance shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

6.40.040 Definitions.

Unless otherwise provided in this Chapter, the definitions set forth in Chapter 6.40 "Business Taxes", Article 1 of Chapter 8.08 "Taxation", and Chapter 6.36 "Commercial Cannabis Activities," as may be amended from time to time, shall apply to this Chapter. In the event the definitions of provisions of those chapters conflict with any provision in this Chapter, then this Chapter shall control to the extent necessary to administer and effectuate the propose of this Chapter. The following words and phrases shall have the meanings set forth below when used in this Chapter:

A. "Business" shall include all activities engaged in or caused to be engaged in within the City of Tracy, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means cannabis as defined by California Business and Professions Code Section 26001, subdivision (f), California Health and Safety Code Section 11018, and by other state law, and is not limited to medical cannabis.

C. "Cannabis accessories" means any device or equipment used, intended for use or designed for use in planting, propagating, cultivating, growing, storing, or smoking, of cannabis, as described in Section 11018.2 of the California Health and Safety Code and is not limited to medical cannabis accessories.

D. "Cannabis product" means any product containing cannabis or its derivatives, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, and products described in Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

E. "Canopy" means all areas occupied by any portion of a cannabis or hemp plant whether contiguous or noncontiguous on any one site. When plants occupy multiple horizontal planes (as when plants are placed on shelving above other plants) each plane shall be counted as a separate canopy area.

F. "Cannabis or hemp business" means any business activity involving cannabis or industrial hemp, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis or cannabis products or hemp or hemp products or of ancillary products and accessories, whether or not carried on for gain or profit and whether or not such business is licensed by the State. "Cannabis Business" is synonymous with "cannabis or hemp business." Cannabis Business does not include any business whose only

relationship to cannabis or cannabis products or hemp or hemp products is the production or sale of Cannabis or Hemp Accessories and specifically excludes personal cultivation activities conducted in accordance with state law.

G. "Cannabis business tax" or "business tax," means the tax due pursuant to this Chapter for engaging in cannabis or hemp business in the City of Tracy.

H. "Commercial cannabis or hemp cultivation" means cultivation conducted by, for, or as part of a Cannabis Business. "Commercial cannabis or hemp cultivation" does not include personal medical cannabis or hemp cultivation or personal recreational cannabis or hemp cultivation as authorized by MAUCRSA, for which the person receives no compensation whatsoever.

I. "City Cannabis Business Permit" or "Cannabis Business Permit" means a regulatory permit issued by the City of Tracy to a person to authorize that person to operate or engage in a Cannabis business.

J. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis or hemp and includes, but is not limited to, the operation of a nursery.

K. "Delivery" means the transfer, for any form of compensation, of cannabis or hemp, cannabis or hemp products, or cannabis or hemp accessories to a customer or caregiver at a location that is not a cannabis retailer (dispensary).

L. "Employee" means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

M. "Engaged in business as a cannabis or hemp business" means the commencing, conducting, operating, managing or carrying on of a Cannabis Business, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City of Tracy or coming into the City of Tracy from an outside location to engage in such activities. A person shall be deemed engaged in business within the City of Tracy if:

1. Such person or person's employee maintains a fixed place of business within the City of Tracy for the benefit or partial benefit of such person;

2. Such person or person's employee owns or leases real property within the City of Tracy for business purposes;

3. Such person or person's employee regularly maintains a stock of tangible personal property in the City of Tracy for sale in the ordinary course of business;

4. Such person or person's employee regularly conducts solicitation of business within the City of Tracy; or

5. Such person or person's employee performs work or renders services in the City of Tracy.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

N. "Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the City of Tracy.

O. "Fiscal year" means July 1 through June 30 of the following calendar year.

P. "Gross Receipts," except as otherwise specifically provided, means, whether designated a sales price, royalty, rent, membership fee, ATM service fee, delivery fee, slotting fee, any other fee, vaping room service charge, commission, dividend, or other designation, the total amount (including all receipts, cash, credits and property of any kind or nature) received or payable for sales of goods, wares or merchandise or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:

1. Cash discounts where allowed and taken on sales;

2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

4. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

5. Cash value of sales, trades or transactions between departments or units of the same business located in the City of Tracy or if authorized by the Tax Administrator in writing in accordance with Section 6.40.150;

6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a

subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;

7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;

8. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

9. Retail sales of t-shirts, sweaters, hats, stickers, key chains, bags, books, posters or rolling papers, cannabis accessories such as pipes, pipe screens, vape pen batteries (without cannabis or industrial hemp) or other personal tangible property which the Tax Administrator has excluded in writing by issuing an administrative ruling per Section 6.40.140 shall not be subject to the Cannabis Business Tax under this Chapter. However, any retail sales not subject to this Chapter as a result of the administrative ruling shall be subject to the appropriate business tax under Chapter 6.04 or any other Chapter or Title as determined by the Tax Administrator.

10. Payments made by the tax-reporting cannabis business (Seller) to a cannabis business (Buyer) for the difference in the original acquisition price and subsequent renegotiated or finalized selling prices of products or services sold to a specific end customer. This type of transaction is referred to as a "Billback". The tax-reporting cannabis business must provide supporting documentation to substantiate the transaction in order to be eligible for an exemption.

Q. "Industrial hemp" means a crop that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

R. "Industrial hemp products" means any raw hemp that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. "Hemp product" also means hemp products as defined by Section 11018.5 of the California Health and Safety Code.

S. "Lighting" means a source of light that is primarily used for promoting the biological process of plant growth that is artificial or natural. Lighting does not include sources of light that primarily exist for the safety or convenience of staff or visitors to the facility, such as emergency lighting, walkway lighting, or light admitted via small skylights, windows or ventilation openings.

T. "Nursery" means a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis and includes a greenhouse.

U. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

V. "Sale" means and includes any sale, exchange, or barter.

W. "State" means the State of California.

X. "State license," "license," or "registration" means a state license issued pursuant to California Business & Professions Code Sections 26000, *et seq*. or other applicable state law.

Y. "Tax Administrator" means the Finance Director of the City of Tracy or his or her designee.

Z. "Taxpayer" shall mean any person engaging in business as a Cannabis Business that is subject to this Chapter.

AA. "Testing Laboratory" means a cannabis business that (i) offers or performs tests of cannabis or cannabis products, hemp or hemp products, (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state and (v) is registered with the Bureau of Cannabis Control or other state agency.

6.40.050 Tax imposed.

A. Beginning January 1, 2021, there is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax regardless if the business has been issued a permit to operate lawfully in the City of Tracy or is operating unlawfully.

B. The maximum tax rate of the cannabis business tax shall be as follows:

1. For every person who is engaged in commercial cannabis cultivation, including industrial hemp in the City of Tracy, the maximum rate shall be:

    a) Up to twelve dollars ($12.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.
    b) Up to ten dollars ($10.00) annually per square foot of canopy space in a facility that uses a combination of natural and supplemental artificial lighting.
    c) Up to eight dollars ($8.00) annually per square foot of canopy space in a facility that uses no artificial lighting.

d) Up to four dollars ($4.00) annually per square foot of canopy space for any nursery.

For purposes of this subsection (B), the square feet of canopy space for a business shall be rebuttably presumed to be the maximum square footage of canopy allowed by the conditional use permit or regulatory permit issued to the business by the City of Tracy for commercial cannabis or hemp cultivation, or, in the absence of a conditional use permit or regulatory permit, the square footage shall be the maximum square footage of canopy for commercial cannabis or hemp cultivation allowed by the state license type. Should a City of Tracy conditional use permit or regulatory permit be issued to a business which cultivates only for certain months of the year, the City of Tracy shall prorate the tax as to sufficiently reflect the period in which cultivation is occurring at the business. All canopy square footage that is authorized by the conditional use permit or regulatory permit shall be included in the calculation of the tax for cultivation. No deduction will be applied to any canopy square footage that is not used for cultivation unless the Tax Administrator is informed in writing that such space will not be used and authorizes such reduction for the purpose of relief from the tax prior to the period for which the space will not be used.

2. For every person who engages in the operation of a testing laboratory for cannabis, cannabis products, industrial hemp and/or industrial hemp products s/he/it shall be subject to the maximum tax rate not to exceed two and a half percent (2.5%) of gross receipts.

3. For every person who engages in the retail sales of cannabis, cannabis products, industrial hemp, and/or industrial hemp products, including as a retailer (dispensary) or non-store front retailer (delivery business), or microbusiness (retail sales activity) s/he/it shall be subject to the maximum tax rate not to exceed six percent (6%) of gross receipts.

4. For every person engaged in distribution of cannabis, cannabis products, industrial hemp and/or industrial hemp products, s/he/it shall be subject to the maximum tax rate not to exceed three percent (3%) of gross receipts.

5. For every person engaged in manufacturing, processing, or microbusiness (non-retail activity) of cannabis, cannabis products, industrial hemp and/or industrial hemp products, or any other type of cannabis business not described in Section (B) (1), (2), (3) or (4), s/he/it shall be subject to the maximum tax rate not to exceed four percent (4%) of gross receipts.

C. The City Council may, by resolution or ordinance, increase or decrease the rate of the cannabis business tax, including the initial rate of cannabis business tax. The City Council may, by resolution or ordinance, increase or decrease the rate of the medicinal cannabis tax, including the initial rate of medicinal cannabis business tax, independent of other cannabis business tax activities. In addition, the City Council may, by resolution or ordinance, increase or decrease the rate of the cannabis business tax on hemp or hemp products, including the initial rate of the

tax on hemp or hemp products independent of other cannabis activities. Notwithstanding the foregoing, in no event shall the City Council repeal this tax or set any adjusted rate that exceeds the maximum rates calculated pursuant to this section without a vote of the people.

D. On July 1, 2021 and on each July 1 thereafter, the maximum annual tax rate per square foot of each type of canopy space shall increase by the percentage change between January of the calendar year prior to such increase and January of the calendar year of the increase in the Consumer Price Index ("CPI") for all urban consumers in the San Francisco-Oakland-San Jose area as published by the United States Government Bureau of Labor Statistics. However, no CPI adjustment resulting in a decrease of any tax imposed by this subsection shall be made.

E. Persons subject to the cannabis business tax shall register with the City and pay the registration fee pursuant to Section 6.40.060. They shall also be required to obtain a business license pursuant to Chapter 6.04 of this code; provided, however, that cannabis business activities subject to the cannabis business tax shall be excluded from determining the amount of any business license tax payable under Chapter 6.04.

6.40.060 Registration, reporting and remittance of tax.

A. Registration of Cannabis Business. All cannabis businesses shall be required to annually register as follows:

1. All persons engaging in business as a cannabis business, whether an existing, newly established or acquired business shall register with the Tax Administrator within thirty (30) days of commencing operation and shall annually renew such registration within 30 days of the business registration anniversary date of each year thereafter. In registering, such persons shall furnish to the Tax Administrator a sworn statement, upon a form provided by the Tax Administrator, setting forth the following information:

    i. The name of the business

    ii. The names and addresses of each owner

    iii. The exact nature or kind of business;

    iv. The place where such business is to be carried on; and

    v. Any additional information which the Tax Administrator may require.

B. An annual registration fee in accordance with the current and approved City fee schedule shall be presented with the sworn statement submitted under this section.

This fee shall not be considered a tax and may be adjusted by resolution of the City Council.

C. The cannabis business tax imposed by this Chapter shall be paid, in arrears, on a monthly basis. Each person owing a cannabis business tax each calendar month shall, no later than the last day of the month following the close of the calendar month. the calendar month, file with the Tax Administrator a statement ("tax statement") of the tax owed for that calendar month and the basis for calculating that tax. The Tax Administrator may require that the tax statement be submitted on a form prescribed by the Tax Administrator. The tax for each calendar month shall be due and payable on that same date that the tax statement for the calendar month is due.

D. Upon cessation of a cannabis business, tax statements and all outstanding taxes, fees, and penalties shall be immediately due for all calendar months up to the calendar month during which cessation occurred.

E. The Tax Administrator may, at his or her discretion, establish alternative reporting and payment periods for any taxpayer as the Tax Administrator deems necessary to ensure effective collection of the cannabis business tax. The Tax Administrator may also require that a deposit, to be applied against the taxes for a calendar month, be made by a taxpayer at the beginning of that calendar month. In no event shall the deposit required by the Tax Administrator exceed the tax amount he or she projects will be owed by the taxpayer for the calendar month. The Tax Administrator may require that a taxpayer make payments via a cashier's check, money order, wire transfer, or similar instrument.

6.40.070 Payments and communications – timely remittance.

Whenever any payment, statement, report, request or other communication is due, it must be received by the Tax Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Friday during which City Hall is closed, Saturday, Sunday or a holiday observed by the City, the due date shall be the next regular business day on which the City of Tracy is open to the public.

6.40.080 Payment - when taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the Tax Administrator on or before the due date as specified in Sections 6.40.060.

6.40.90 Notice from City not required.

The City of Tracy may, as a courtesy, send a tax notice to the business. However, the Tax Administrator is not required to send a notice of assessment pursuant to Section 6.40.230, a notice of delinquency pursuant to Section 6.40.210, or any other tax notice or bill to any person subject to the provisions of this Chapter. Failure to send any tax notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

6.40.100 Penalties and interest.

A. Any person who fails or refuses to pay any Cannabis Business Tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten percent (10%) of the amount of the tax due to the City of Tracy, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent (1.%) per month.

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax due to the City of Tracy, in addition to the amount of the tax, plus interest at the rate of one percent (1%) per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one percent (1%) per month on the first day of the month for the full month and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the Cannabis Business will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

6.40.110 Refunds and credits.

A. No refund shall be made of any tax collected pursuant to this Chapter, except as provided in Section 6.40.110.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, cessation, dissolution, or other termination of a business.

6.40.120 Refunds and procedures.

A. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City of Tracy under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Tax Administrator within one (1) year of the date the tax was originally due and paid, whichever came first.

B. The Tax Administrator, his or her designee or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Tax Administrator to do so.

C. In the event that the cannabis business tax was erroneously paid in an amount in excess of the tax due, and the error is attributable to the City of Tracy, the City of Tracy shall refund the full amount of tax erroneously paid; provided that (i) a claim for refund has been timely filed with the Tax Administrator; and (ii) the refund cannot exceed, under any circumstance, the amount of the tax overpaid during the twelve months preceding the last month for which the claim states the tax was overpaid. If the error is attributable to the taxpayer, the City of Tracy shall retain an amount from the refund reasonably calculated to cover costs incurred in verifying the error.

6.40.130 Personal Cultivation Not Taxed.

The provisions of this Chapter shall not apply to personal cannabis cultivation as defined by MAUCRSA. This Chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use.

6.40.140 Administration of the tax.

A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Tax Administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Tax Administrator may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all cannabis business taxpayers forms for the reporting of the tax;

2. Provide information to any taxpayer concerning the provisions of this Chapter;

3. Receive and record all taxes remitted to the City of Tracy as provided in this Chapter;

4. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;

5. Assess penalties and interest to taxpayers pursuant to this Chapter;

6. Determine amounts owed and enforce collection pursuant to this Chapter.

6.40.150 Appeal procedure.

Any taxpayer aggrieved by any decision of the Tax Administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this Chapter may appeal to the City

Manager by filing a notice of appeal with the City Clerk within thirty (30) days of the serving or mailing of the notice of delinquency pursuant to Section 6.40.210 or notice of assessment pursuant to Section 6.40.230. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such operator at the last known place of address. The finding of the City Manager shall be final and conclusive and shall be served upon the taxpayer appellant in the manner prescribed by this Chapter for service of notice. Any amount found to be due shall be immediately due and payable upon the service of the notice in accordance with this Chapter.

6.40.160 Enforcement - action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City of Tracy. Any person owing money to the City of Tracy under the provisions of this Chapter shall be liable in an action brought in the name of the City of Tracy for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City of Tracy to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any of the provisions of this Chapter.

6.40.170 Apportionment.

If a business subject to the tax is operating both within and outside the City of Tracy, it is the intent of the City of Tracy to apply the cannabis business tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City of Tracy. To the extent federal or state law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The Tax Administrator may promulgate administrative procedures for apportionment as he or she finds useful or necessary.

6.40.180 Constitutionality and legality.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for by this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law. If a person believes that the tax, as applied to him or her, is impermissible under applicable law, he or she may request that the Tax Administrator release him or her from the obligation to pay the impermissible portion of the tax.

6.40.190 Audit and examination of premises and records.

A. For the purpose of ascertaining the amount of cannabis business tax owed or verifying any representations made by any taxpayer to the City of Tracy in support of his or her tax calculation, the Tax Administrator shall have the power to inspect any location where commercial cannabis business occurs and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records

relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the tax administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records.

B. It shall be the duty of every person liable for the collection and payment to the City of Tracy of any tax imposed by this Chapter to keep and preserve, for a period of at least four (4) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City of Tracy, which records the Tax Administrator or his/her designee shall have the right to inspect at all reasonable times.

6.40.200 Other licenses, permits, taxes, fees or charges.

A. Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other Chapter of this Code or any other ordinance or resolution of the City of Tracy, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other Chapter of this code or any other ordinance or resolution of the City of Tracy.

6.40.210 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis business tax required by this Chapter, and its acceptance by the City of Tracy, shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of this Code and all other applicable state laws.

B. No tax paid under the provisions of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

6.40.220 Deficiency determinations.

If the Tax Administrator is not satisfied that any statement filed as required under the provisions of this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever the Tax Administrator makes a deficiency determination, a notice of deficiency shall be given to the person concerned in the same manner as notices of assessment are given under Section 6.40.230.

6.40.230 Failure to report—nonpayment, fraud.

A. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of tax owed by a person under this Chapter at any time:

1. If the person has not filed a complete statement required under the provisions of this Chapter;

2. If the person has not paid the tax due under the provisions of this Chapter;

3. If the person has not, after demand by the Tax Administrator, filed a corrected statement, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this Chapter; or

4. If the Tax Administrator determines that the nonpayment of any business tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Tax Administrator or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

6.40.240 Tax assessment; service of notice.

The notice of assessment or any other notice issued pursuant to this Chapter shall be served upon the person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purposes of this Chapter, service by mail is complete at the time of deposit in the United States mail.

6.40.250 Tax assessment - hearing, application and determination.

Within thirty (30) days after the date of service of the notice of assessment, the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the Tax Administrator shall become final and conclusive. Within thirty (30) days of the receipt of any such application for hearing, the Tax Administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) days after the receipt of the application, unless

a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice of such hearing shall be given by the Tax Administrator to the person requesting such hearing not later than five (5) days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Tax Administrator should not be confirmed and fixed as the tax due. After such hearing the Tax Administrator shall determine and, if applicable, reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 6.40.230 for giving notice of assessment.

6.40.260 Successor's and Assignee's Responsibility.

If any taxpayer, while liable for any amount under this Chapter, sells, assigns or otherwise transfers the business, whether voluntarily or involuntarily, the taxpayer's subsequent successor, assign or transferee, or other person obtaining ownership or control of the business, shall satisfy any tax liability owned to the City of Tracy associated with the Cannabis Business. Failure to do so for the benefit of the City will result in the successor or assignee being personally liable to the City of Tracy for the full amount of the tax liability, which includes interest and penalties.

6.40.270 Conviction for violation - taxes not waived.

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any state law requiring the payment of all taxes.

6.40.280 Violation deemed misdemeanor.

Any person violating any of the provisions of this Chapter or any regulation or rule passed in accordance herewith, shall be deemed guilty of a misdemeanor.

6.40.290 Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

6.40.300 Consistency with Business License Tax.

The City Council and the people of the City of Tracy intend this Chapter to be enforced consistently with Chapter 6.04 of this Code and any rule or regulation promulgated under that Chapter 6.04 except as expressly provided to the contrary in this Chapter.

6.40.310 Remedies cumulative.

All remedies and penalties prescribed by this Chapter or which are available under any other provision of the Tracy Municipal Code and any other provision of law or equity are cumulative. The use of one or more remedies by the City of Tracy shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

6.40.320 Amendment or modification .

This Chapter may be amended or modified but not repealed by the City Council without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment or modification that would increase the rate of any tax levied pursuant to this Chapter. The people of the City of Tracy affirm that the following actions shall not constitute an increase of the rate of a tax:

A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax;

B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or

C. The collection of the tax imposed by this Chapter even if the City had, for some period of time, failed to collect the tax.

D. The adjustment of the tax in accordance with the provisions of subdivisions (C) and (D) of Section 6.40.050, including the levying of different tax rates on medical versus adult-use cannabis.

SECTION 2. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of a City tax and shall not take effect until approved by a majority vote of voters voting on the tax at the general municipal election held on November 3, 2020 and as certified by the City Clerk.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT. This Ordinance is exempt from the California Environmental Quality Act ("CEQA"; Public Resources Code Sections 21000, et seq, and 14 Cal. Code Reg. Sections 15000 et seq "CEQA Guidelines").This Ordinance is a general tax to fund existing services; it is not a commitment to any particular action. As such, under CEQA Guidelines Section 15378 (b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue generated by the tax were used for a purpose that would have such an effect, the City of Tracy would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guideline Section 15060 CEQA analysis is not required.

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

SECTION 5. CERTIFICATION AND PUBLICATION. Upon approval by the voters, the City Clerk shall certify the passage and adoption of this Ordinance and shall cause it to be published in accordance with the law.

It is hereby certified that this Ordinance was duly approved and adopted by the People of the City of Tracy at the City's November 3, 2020 general municipal election.

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

_____
Robert Rickman, Mayor

ATTEST:

_____
Adrianne Richardson, City Clerk

June 2, 2020

AGENDA ITEM 1.H

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF $209,441 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF ENVIRONMENTAL DOCUMENTS AND CONSTRUCTION DOCUMENTS, SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE TRAFFIC SIGNAL AT CORRAL HOLLOW ROAD AND VALPICO ROAD INTERSECTION PROJECT, CIP 72095

EXECUTIVE SUMMARY

Staff requests Council approval of a Professional Services Agreement (PSA) with a qualified consultant, TJKM Transportation Consultants, for the preparation of environmental documents, plans, specifications and cost estimates for the Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095.

DISCUSSION

The Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project is an approved Capital Improvement Project (CIP). Corral Hollow Road and Valpico Road are arterial roads in the City of Tracy. Currently, the two-lane roads at this intersection are controlled by an all-way stop.

The City currently has an approved Project (CIP 73144) for widening Corral Hollow Road to four lanes from Parkside Drive to Linne Road, and Tracy Village Development is conditioned to widen Valpico Road to four lanes, just east of the Corral Hollow and Valpico Road intersection. The intersection under this current Project falls within the project boundaries of CIP 73144. CIP 73144 does not include in the scope of work to install the Traffic Signal at Valpico Road and Corral Hollow Road. CIP 73144, will however be securing the right-of-way (as necessary) for the intersection widening in the current Project, and will relocate the PG&E poles at the intersection to their ultimate locations. This facilitates the construction of current Project after design is completed.

This Project will install the necessary roadway improvements and traffic signals at the Corral Hollow Road and Valpico Road intersection, and install appropriate communication equipment to relay the signal information to the City Traffic Management Center (TMC). The Project will also install appropriate lane transitions from the existing roadway to the intersection.

Other improvements will include, but not limited to, the removal and replacement of existing curb, gutter, sidewalk, wheel chair ramp and driveway approaches, the installation of street lighting, relocation of fire hydrants, drop inlets, catch basins, and signage and striping.

On October 18, 2019, the City issued a Request for Proposals (RFP) for the design services, which includes the preparation of environmental documents and the

preparation of construction documents, including plans, specification and cost estimates, for the Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095. The City received one proposal from TJKM Transportation Consultants.

The City has determined that TJKM Transportation Consultants possesses the skills, experience and certification required to provide the services. TJKM has successfully designed and completed several similar projects for the City and other public agencies.

Staff negotiated with TJKM Transportation Consultants to provide engineering design services for this Project on a time and material basis, for an amount not-to-exceed $209,441, which is reasonable and competitive.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Priority, and specifically implements the following goal:

Goal 1: Support Efforts to Enhance Citywide Traffic Conditions

FISCAL IMPACT

There are sufficient funds in CIP 72095 to award this Project for design services in the amount of $227,448. There is CMAQ (Congestion Mitigation and Air Quality) Funds of $664,000 allocated for construction for this Project for FY2021-22.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve a PSA with TJKM Transportation Consultants of Pleasanton, California, for a not-to-exceed amount of $209,441, to provide professional engineering design services, that includes the preparation of environmental documents and construction documents, such as plans, specifications and cost estimates, for the Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095.

Prepared by: Anju Pillai, PE, Associate Civil Engineer

Reviewed by: Zabih Zaca, PE, Senior Civil Engineer
Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – PSA with TJKM Transportation Consultants

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
TJKM TRANSPORTATION CONSULTANTS FOR THE TRAFFIC SIGNAL AT CORRAL HOLLOW ROAD AND VALPICO ROAD INTERSECTION, CIP 72095

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

Recitals

A. City desires to retain Consultant to perform design services, including preparing documents for environmental clearance, plans, specifications, and cost estimates for intersection improvements and travel lane transitions, and the traffic signal at the intersection of Corral Hollow Road and Valpico Road intersection, CIP 72095.

B. On October 18, 2019 the City issued a Request for Proposals (RFP) for the design services of the Traffic Signal at Corral Hollow Road and Valpico Road Intersection, CIP 72095 (**Project**). On November 13, 2019, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-_____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 15, 2020 and ends on July 15, 2021 unless terminated in accordance with Section 6. This Agreement may be extended for an additional one

year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $209,440.62. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:

Robert Armijo, P.E.
City Engineer,
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Chris Kinzel, PE, TE
TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

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

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
TJKM Transportation Consultants, a California corporation

By: Nayan Amin
Title: President

Date: 5/4/20

Federal Employer Tax ID No. 94-2239515

By: Ruta Jariwala

Title: Principal /Secretary

Date: 5/4/20

Exhibits:

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

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT & PERMITTING

TASK 1.1 – PROJECT MANAGEMENT & MEETINGS

The Consultant will host a kick-off meeting with City staff to begin the project coordination. The main goal is to understand communication protocol with City of Tracy staff and identify key point of contact with City staff and Consultant staff, discuss outstanding project related items such as scope of services, schedule, and information to be provided by the City, exchange any existing data available by City staff to begin design work, establish lines of communication, concurrence on the appropriate technical studies and CEQA/NEPA documents, gather any background reports/studies, and discuss the extent of environmental work required for this project.

The kick-off meeting will be used to figure out proper time and date for bi-weekly status calls on the project as well. This task will also be used to bill all meeting attendance required on the project. For the time being the following meetings have been budgeted for the project:

1. Kick-Off Meeting
2. 30% Design Review Meeting
3. 60% Design Review Meeting
4. 90% Design Review Meeting
5. Planning Commission (Only for Environmental Clearance, see Task 2.5)
6. City Council (Only for Environmental Clearance, see Task 2.5)
7. Attend Pre-bid Meeting

Any adjustments or updates to schedule will be handled under this task. Consultant will prepare a draft meeting agenda for all meetings to be attending, starting with the kick-off meeting and provide meeting minutes at the conclusion of each meeting.

Deliverables

1. Scope or Schedule revisions, if required
2. Meeting Minutes and agenda

TASK 1.2 – PERMITTING

This task is mainly for any additional permits that may come up such as County and Caltrans encroachment permits.

TASK 2 - ENVIRONMENTAL ANALYSIS

TASK 2.1 – PRELIMINARY ENVIRONMENTAL STUDY (PES)

De Novo as part of the Consultant will collect all existing data available for appropriate technical studies and CEQA/NEPA documents, and gather any background reports/studies. This would be performed at either kick-off meeting or an in-person meeting or conference call with the City/Caltrans staff. The Consultant would then prepare the PES for Caltrans review and signature. It is noted that the PES will define the scope of the CEQA/NEPA documents, as well as the environmental technical studies that are needed. The Consultant has based the following scope on the understanding of the project and subsequent discussion with City staff. The assumption is that the Consultant will not need to prepare any technical studies (i.e. cultural, bio, etc.), and the CEQA/NEPA documents will be an Initial

Study/MND and a Categorical Exclusion. The Consultant has identified a variety of optional tasks that Caltrans may request during the PES process and included that work under optional services.

TASK 2.2 – PROJECT PURPOSE & NEED STATEMENT

The second critical task for this project will be to develop a clear and comprehensive project description and purpose and need statement for the project. The Consultant will review all available engineering and technical reports/plans that relate to the proposed project. The Consultant will work collaboratively with City/Caltrans staff to develop a project description suitable for use in the CEQA/NEPA document.

TASK 2.3 – PREPARE CEQA DOCUMENTS

De Novo as part of the Consultant will prepare a CEQA document utilizing the City of Tracy templates. The appropriate document will be an Initial Study and Mitigated Negative Declaration. This work effort will utilize the technical studies that are available from the engineers, but does not include any specific technical studies from this scope. The work plan and schedule will follow the City of Tracy's normal staff review timelines. The Consultant will submit an administrative review copy of these documents to the City for review and comment. The Consultant will revise the document based on the comments received and provide the City with a second administrative draft. Once the environmental document is approved for circulation, The Consultant will prepare a public draft with the appropriate public notices. The Consultant will submit 15 hard copies to the State Clearinghouse for State Review. Additionally, the Consultant will provide the City of Tracy with 25 hard copies that can be distributed by City staff to local agencies at the City's discretion. Lastly, the Consultant will provide the City of Tracy with an electronic copy of the notice that can be posted with a newspaper of regional distribution, and an electronic copy of the environmental document that can be posted on the City's website. The Consultant will be available to perform the local distribution, and local notice filing for City staff if requested at time and materials.

Deliverables

1. One electronic copy of the 1st administrative draft IS/MND
2. One electronic copy of the 2nd administrative draft IS/MND
3. 15 hard copies public draft IS/MND hand delivered to the State Clearinghouse
4. 20 hard copies mailed to the City for distribution to the appropriate local/regional agencies
5. One electronic notice provided to the City staff for filing with the County Clerk
6. One electronic notice provided to the City staff to be circulated in a newspaper of regional distribution

TASK 2.4 – PREPARE NEPA DOCUMENTS

De Novo as part of the Consultant will prepare a NEPA document utilizing the Caltrans templates. The appropriate document will be a Categorical Exclusion. The work plan and schedule will follow the Caltrans review timelines. The Consultant will submit an administrative review copy of these documents to the Caltrans for review and comment. The Consultant will revise the document based on the comments received and provide the Caltrans with a second administrative draft. Once the environmental document is approved for circulation, the Consultant will prepare a public draft document. The Consultant anticipates that the Caltrans serving as the NEPA lead will be responsible for the filing in the federal register if required.

Deliverables

1. One electronic copy of the 1st administrative draft
2. One electronic copy of the 2nd administrative draft
3. 20 hard copies mailed to the Caltrans for distribution to the appropriate agencies

TASK 2.5 – PREPARE CEQA DOCUMENTS

The CEQA process will require a public hearing at the Planning Commission and City Council. The Consultant have budgeted to have required staff attend to any questions that the public or the elected may have regarding the environmental studies and CEQA document.
Deliverables

1. One Planning Commission
2. One City Council meeting

TASK 3 - GEOTECHNICAL EVALUATION & REPORT

Based on the Consultant's work with CIP 73144, there is adequate geotechnical data for the project design. As a result the Consultant does not envision this work is required. Although since it's mentioned in the RFP, the Consultant have included the Geotechnical Evaluation Report as a task. This item will be discussed further at the kick-off meeting.

TASK 3.1 – GEOTECHNICAL EVALUATION & REPORT

Previous geotechnical explorations have been performed by subconsultant ENGEO to support the Corral Hollow Widening project, the Tracy Village development, and other developments in the vicinity of the project. To characterize the subsurface conditions for design, the Consultant proposes to supplement the previous subsurface exploration by drilling two borings to approximately 20 to 30 feet below the ground surface. Previous explorations performed in the vicinity of the project will be reviewed prior to performing explorations and incorporated into the geotechnical report.

Field work is projected to take one day and will commence approximately two to three weeks after receiving a fully executed contract and the approved drilling permit. The field work schedule is dependent upon the weather, site access, equipment availability, and permit requirements
.
The Consultant's geotechnical exploration report will contain discussions of surface, subsurface, groundwater conditions, laboratory test data, and a site plan showing the exploration locations and improvement limits. The report will also include grading recommendations, light pole foundation recommendations, California Building Code (CBC) seismic criteria, and pavement recommendations.

TASK 3.2 – BIDDING & CONSTRUCTION SCHEDULE

The Consultant shall provide pre-construction geotechnical consultation services consisting of response to inquiries, material submittal reviews, attendance at team meetings, and supplemental recommendations, as needed.

TASK 4 – UTILITY COORDINATION

The Consultant will take the lead on utility coordination required for the project. Consultant will research and verify previously obtained (by RJA) available record documents from the City, County, WSID, and the franchise utility companies. This task includes sending the required A, B, and C letters to the affected agencies.

Right-of-Way & Property Line Resolution
Based on available record information, field survey, and the Condition of Title Guarantees, the Consultant will verify previously prepared (by RJA) record right- of-way. For the purposes of this proposal, no right-of-way acquisition is anticipated.

Franchise Utility Coordination
The Consultant will provide coordination with the affected franchise utility companies related to impacts to, and relocation of, their facilities. The Consultant will prepare any required permits or paperwork for franchise utility coordination under this task for Utility coordination. It should be noted that this scope assumes CIP 73144 proceeds ahead of this project and all required utility relocations occur with CIP 73144.

Condition of Title Guarantees
The Consultant will procure Condition of Title Guarantees for the properties affected from First American Title Company. The Consultant will prepare any required permits or paperwork for Conditions of Title Guarantees under this task for Utility coordination.

PG&E Coordination
The Consultant will take the lead on obtaining the required PG&E permits for new point of service at the intersection. Also work with PG&E for any other utility coordination items that are required as part of this project under this task. It should be noted that this scope assumes CIP 73144 proceeds ahead of this project and all required utility relocations occur with CIP 73144.
Deliverables

1. Paperwork for Utility companies
2. Utility A, B, C Letters

TASK 5 – TOPOGRAPHIC SURVEY & FIELD RECONNAISSANCE

The Consultant under this task will perform the required topographic survey and site investigations as required to supplement the data the Consultant has from previous projects. This will include detailed field surveys and office time to reduce field data for design purposes. If required, the City will work with the affected property owners regarding notifications and permission to enter.

Based on pervious work by Consultant on CIP 73144, no additional potholing should be required and therefore is not included in The Consultant's scope of work.
Deliverables

1. Topo survey base files
2. Field Investigation notes

TASK 6 - CONSTRUCTION DOCUMENTS

The Consultant will take all the data collected, topographic survey results, utility coordination findings, and use all that information to prepare the required construction documents. The plans will be prepared in AutoCAD 2019 format with 1" = 20' scale for plan and 1" = 10' for scaled details. In an effort to get the overall design approved prior to going into more detailed design, the Consultant has budgeted for a preliminary 30% geometric approval drawing prior to going into the detailed design phase.

TASK 6.1 – PRELIMINARY 30% DRAWINGS

The Consultant will use the topographic survey and utility findings as base files to overlay all signal improvements on the project. The goal of the preliminary submittal is to identify all proposed geometry for the intersection. This submittal will also provide input on any design constraints the Consultant may have to consider as they move towards a more detailed design phase.

Based on the approved Corral Hollow Road, CIP 73144 Improvement Plans and the plans for the widening of the east leg of Valpico Road (by others), the Consultant shall prepare one set of Roadway Improvement Plans as needed for the signal installation and the roadway improvements to Valpico Road, the civil improvements are limited to the west leg of the intersection.

During the Preliminary Design Phase, the Consultant will refine the proposed horizontal alignment for the west leg and develop the proposed centerline profile to optimize the roadway design and minimize grading impacts on the adjacent properties.

The roadway improvement plans shall include information sufficient to construct new pavement widening, signing and traffic signage, including notes, and details.

Existing franchise utility poles, boxes, etc. requiring relocation will be indicated on the plans to be relocated by others. It should be noted that this scope assumes CIP 73144 proceeds ahead of this project and all required utility relocations occur with CIP 73144.

This phase will only include a plan drawing submittal for City review. Cost Estimates and Specifications are to be provided with the 60% submittal and onwards.
Deliverables

1. 30% Preliminary Design Plans (24” x 36”) – three hard copies, one electronic pdf

TASK 6.2 – 60% PS&E

The Consultant will receive one set of non-conflicting comments on the 30% submittal. The Consultant will setup a time to meet with City staff and review all comments provided.

Afterwards, the Consultant will begin development of the detailed design plans. At this stage the plans will provide greater level of design intent, non-standard details will be added to the plan.
At this stage an engineer’s estimate will be developed and submitted as part of the 60% package.

The Consultant will obtain the boilerplate technical specifications the City would like us to use for the design. The Consultant will update the relevant sections and provide technical specifications for City review as part of the 60% package.

All plans and specifications for the project shall comply with latest City of Tracy Design Standards, Standard Plans, Parks, and Streetscape Standard Plans. Other reference standards such as the State Standard Plans, Standard Specifications, and the Standard Specifications for Public Works Construction (Greenbook).

The Consultant will prepare a response to comments matrix to identify how all comments were addressed and if any comments require further clarification or discussion with City staff.
Deliverables

1. 60% Design Plans (24” x 36”) – three hard copies, one electronic pdf
2. 60% Engineers Estimate and Technical Specifications – three hard copies

TASK 6.3 – 90% PS&E

The Consultant will receive one set of non-conflicting comments on the 60% PS&E submittal. The Consultant will setup time to meet with City staff and review all comments provided.

Afterwards, the Consultant will revise the plans for close to construction ready set. Any further details required will be prepared for the plan set, any design information not clear will be clarified and plans will be submitted for a final review.
The engineer's estimate will be revised based on plan changes at 90% stage.
The technical specifications will be revised based on City comments and bid tables updated as required by City.

The Consultant will prepare a response to comments matrix to identify how all comments were addressed and if any comments require further clarification or discussion with City staff.
Deliverables

1. 90% Design Plans (24" x 36") – three hard copies, one electronic pdf
2. 90% Engineers Estimate and Technical Specifications – three hard copies

TASK 6.4 – 100% PS&E

The Consultant will receive one set of non-conflicting comments on the 90% PS&E submittal. The Consultant will setup time to meet with City staff and review all comments provided.

At this point the comments should be minor and straightforward. The Consultant will incorporate all the comments and prepare a bid ready construction document. The plans will be printed on the Consultant's mill Mylar and signed copies will be submitted to the City.

The engineer's estimate and technical specifications will be revised based on plan update and a final version to be provided with 100% submittal.
Deliverables

1. 100% Design Plans (24" x 36") – one Mylar hard copy, one electronic pdf
2. 100% Engineers Estimate and Technical Specifications – three hard copies
3. Electronic CD with all required AutoCAD drawings

TASK 7– BIDDING & CONSTRUCTION SUPPORT

TASK 7.1 BIDDING SUPPORT

During the bid process, the Consultant will answer bidder's questions and provide clarifications to the bid questions. The Consultant will respond to Requests for Information (RFIs). The Consultant will prepare addenda, as necessary. The Consultant will prepare conformed documents, as necessary.
Deliverables

1. Addendum(s), clarifications, conformed documents, as necessary

TASK 7.2 CONSTRUCTION SUPPORT

During construction, the Consultant will assist City staff as follows:

a) Attend the internal hand-off meeting and pre-construction meeting.
b) Prepare responses to contractors' RFIs during the construction phase, as needed.
c) Review all contractor submittals and assist the City inspector with specific design issues during construction.
d) Attend up to three construction progress meetings or field meetings to answer design questions and clarify design elements when requested by the City staff.
e) Assist with the issuance and negotiation of change orders.
f) Participate in the final inspection and development of the punch lists.

g) Prepare record drawings from Contractor redline as-builts in AutoCAD format and .pdf format.
h) Participate in a "Lessons Learned Meeting" with all parties at the end of the project.

Deliverables

1. Record drawings, clarifications, response to submittals

OPTIONAL SERVICES

TASK A – PREPARE CULTURAL RESOURCES STUDY

If Caltrans required a cultural study the work will follow their guidelines and be thorough enough to satisfy the CEQA and Section 106 reviews by all agencies. The agencies will need to determine the maximum area of potential effect (APE) including staging areas and any area where ground disturbance could occur.

A record search will be conducted for the APE plus a ½ mile buffer surrounding the APE. Historic period maps and sources will be reviewed for information on the known historic resources, and any previous locations of resources. The Consultant will undertake a check of the Sacred Lands files through the Native American Heritage Commission. The Consultant will then initiate Native American consultation for the APE. Site records will be prepared for any newly discovered resources, and update forms as necessary.

A report will be prepared detailing the results of the research, cultural background, NA consultation, field survey techniques, field survey results, and recommendations. The draft report will be submitted, and revised based on review comments.

Deliverables

1. One electronic copy of the 1st administrative draft cultural study
2. One electronic copy of the 2nd administrative draft cultural study
3. One electronic copy of the final cultural study

TASK B – PREPARE AIR QUALITY IMPACT ASSESSMENT/INDIRECT SOURCE REVIEW & PERMITTING

All projects are subject to the SJVACP Rule 9510 Indirect Source Review. This will ultimately require the preparation of an Air Quality Impact Assessment to quantify emissions, although this can be done after CEQA approval. The Rule will require an analysis of the mitigation measures that will ultimately identify the impact fee that is owed. Construction emissions can often be mitigated to near zero fees by requiring the use of high efficiency equipment. The Consultant will prepare the analysis, fee estimates, and consult with the SJVAPCD for permit issuance. This will require some review and commitment by the City staff relative to the mitigation measures to be included. It is assumed the applicant will be responsible for all per permit fees.

TASK C – PREPARE PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

The Initial Study will include a review of databases for analysis of the hazards section of the Initial Study, however, The Consultant have not specifically included a phase 1 environmental site assessment as they are not mandatory for CEQA documents. The Caltrans may require a phase 1 environmental site assessment for use in the NEPA document.

TASK D – SUBMIT/PROCESS APPLICATION FOR SJMSCP COVERAGE

This task includes budget for the preparing and submitting the SJCOG application for SJMSCP coverage. The coverage will be required by the City of Tracy regardless, but City staff may choose to process this permit in-house. It is also possible that the site is already covered and would not need any additional coordination with the SJMSCP.

TASK E – PS&E PRIOR TO CIP 73144

In the unlikely event that CIP 73144 is delayed, and in order to preserve CIP 72095 project funding, this project scope would need to be revised so that CIP 72095 may be constructed prior to CIP 73144. In this event, it is anticipated that the CIP 72095 project design would need to include civil improvements for the four curb returns at the intersection of Valpico Road and Corral Hollow Road, as well as any necessary paving transitions, striping, etc. Project specifications, cost estimates, as well as potential interim drainage improvements, would need to be modified. The most significant impact would be the coordination with the affected franchise utilities (i.e. overhead poles/lines) in order to accommodate the signal pole placement.

It is still assumed that all underground utilities within the Valpico Road intersection would be constructed with CIP 73144. Any necessary revisions to see CIP 73144 would be completed as an addendum to that contract.

If required, these ”Optional Services” will be provided on a Time and Expense (T&E) basis in accordance with the attached Rate Schedule, and shall not exceed the amount shown on Exhibit B without authorization.

$35,000 T&E FEE FOR THIS TASK.

EXCEPTIONS TO SCOPE OF SERVICES

a) Title Reports are actually "Condition of Title Guarantee" (i.e. excludes Title Insurance). The fee for said reports excludes any required changes or updates, if necessary, for final right-of-way and easement acquisition
b) The Franchise Utility Coordination scope excludes exhibits, construction documents for relocation, easement documents, etc., as these are to be provided by the respective franchise utility. It should be noted that this scope assumes CIP 73144 proceeds ahead of this project and all required utility relocations occur with CIP 73144
c) City and County permit fees
d) Potholing
e) Traffic Control Plans and Phasing Plans
f) Property acquisition services, grant deeds, signatures or recordation of right-of-way documents
g) Boundary Surveys, ALTA’s, etc.
h) Any new drainage, detention basin, hydro modification or C.3 design
i) SWPPP and Erosion Control Plans
j) New wet and dry utility mains/services
k) Geotechnical Services
l) Tree Surveys
m) Construction Staking
n) Corner Records
o) Any other item not specifically identified in this scope of work

PERSONNEL

Mr. Chris Kinzel, PE, TE, is the Principal-In-Charge of TJKM (The Consultant) who will be responsible for QA/AC, and Mr. Erik Bjorklund of TJKM, will be the Project Manager for this project. Mr. Bjorklund will be responsible for overall coordination, maintaining the effectiveness and efficiency of the work, coordinating cost and schedule reporting, and ensuring the City of Tracy's satisfaction. He will be available to the city on short notice and will be responsible for the day-to-day coordination.
Other Personnel:

Consultant (TJKM)-

1. Rutvij Patel
2. Andrew Dickinson
3. Alee Moua
4. Luis Preciado

Subconsultants:

RJA-

1. John Zellmer
2. Scott Shortlidge
3. Sean Davis

De Novo-

1. Steve McMurtry
2. Ben Ritchie
3. Beth Thompson

Engeo-

1. Zachary Crawford
2. Steven Harris
3. Victoria Drake

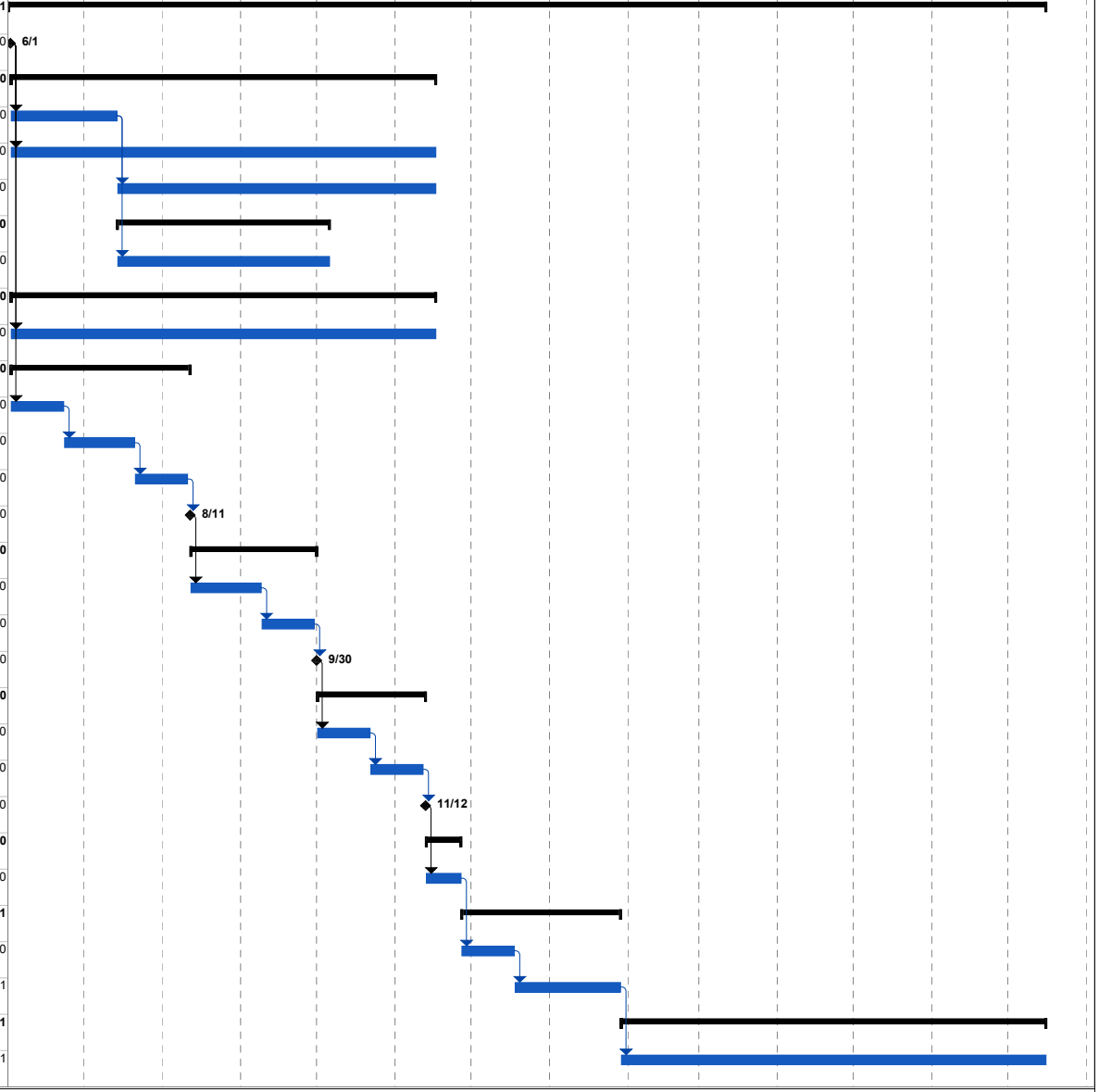
PERFORMANCE SCHEDULE

The Consultant will complete this project in accordance with the schedule shown on the following page.

PROJECT SCHEDULE

Traffic Signal at Corral Hollow Road & Valpico Road

ID	Task Name	Duration	Start	Finish
1	**Project Management**	**294 days**	**Mon 6/1/20**	**Thu 7/15/21**
2	Kickoff Meeting	1 day	Mon 6/1/20	Mon 6/1/20
3	**Environmental Clearance**	**120 days**	**Tue 6/2/20**	**Mon 11/16/20**
4	Preliminary Environmental Study (PES)	30 days	Tue 6/2/20	Mon 7/13/20
5	Prepare NEPA & CEQA Documents	120 days	Tue 6/2/20	Mon 11/16/20
6	Optional Task: Prepare Section 106 Cultural Resource Studies for NEPA clearance	90 days	Tue 7/14/20	Mon 11/16/20
7	**Geotechnical Evaluation Report**	**60 days**	**Tue 7/14/20**	**Mon 10/5/20**
8	Optional Tas: Prepare Geotechnical Report	60 days	Tue 7/14/20	Mon 10/5/20
9	**Utility Coordination**	**120 days**	**Tue 6/2/20**	**Mon 11/16/20**
10	Utility As-built Request letters/PG&E and other Utility Coordination	120 days	Tue 6/2/20	Mon 11/16/20
11	**Preliminary Design 30% Submittal**	**51 days**	**Tue 6/2/20**	**Tue 8/11/20**
12	Conduct Topographic Survey	15 days	Tue 6/2/20	Mon 6/22/20
13	Prepare Preliminary Design Plans	20 days	Tue 6/23/20	Mon 7/20/20
14	City review of 30% Submittal	15 days	Tue 7/21/20	Mon 8/10/20
15	Meet with City staff	1 day	Tue 8/11/20	Tue 8/11/20
16	**60% Submittal PS&E**	**36 days**	**Wed 8/12/20**	**Wed 9/30/20**
17	Prepare 60% PS&E	20 days	Wed 8/12/20	Tue 9/8/20
18	City review of 60% Submittal	15 days	Wed 9/9/20	Tue 9/29/20
19	Meet with City staff	1 day	Wed 9/30/20	Wed 9/30/20
20	**90% Submittal PS&E**	**31 days**	**Thu 10/1/20**	**Thu 11/12/20**
21	Prepare 90% PS&E	15 days	Thu 10/1/20	Wed 10/21/20
22	City review of 90% Submittal	15 days	Thu 10/22/20	Wed 11/11/20
23	Meet with City staff	1 day	Thu 11/12/20	Thu 11/12/20
24	**100% Submittal PS&E**	**10 days**	**Fri 11/13/20**	**Thu 11/26/20**
25	Prepare Final 100% PS&E	10 days	Fri 11/13/20	Thu 11/26/20
26	**Bidding Support Phase**	**45 days**	**Fri 11/27/20**	**Thu 1/28/21**
27	Bidding Support Phase	15 days	Fri 11/27/20	Thu 12/17/20
28	Council Award and Notice to Proceed	30 days	Fri 12/18/20	Thu 1/28/21
29	**Construction Support Phase**	**120 days**	**Fri 1/29/21**	**Thu 7/15/21**
30	Construction Support	120 days	Fri 1/29/21	Thu 7/15/21



Project: schedulev3
Date: Wed 3/25/20

Task
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Progress
Deadline

City of Tracy
Traffic Signal at Corral Hollow Road & Valpico Road Intersection
Prepared by TJKM Transportation Consultants

	TJKM													
Task	Chris Kinzel	Erik Bjorklund	Rutvij Patel	Andrew Dickinson	Luis Preciado	Alee Moua	Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	RJA Total Fee	DeNovo Total Fee	ENGEO Total Fee	Total Fee
	PIC	Project Manager	Task Lead	Project Engineer	Project Engineer	Project Engineer								
Billing Rate	$252	$195	$167	$102	$89	$105								
Project Management	**0**	**58**	**32**	**16**	**0**	**0**	**106**	**$ 18,283.82**	**$ 500.00**	**$ 18,783.82**	**$ 8,102.00**	**$ 14,025.00**	**$ -**	**$ 40,910.82**
Project Management & Meetings		50	16				66	$ 12,414.46	$ 500.00	$ 12,914.46	$ 8,102.00	$ 14,025.00	$ -	$ 35,041.46
Permitting		8	16	16			40	$ 5,869.36		$ 5,869.36	$ -	$ -	$ -	$ 5,869.36
Environmental Analysis	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 2,400.00**	**$ 20,520.00**	**$ -**	**$ 22,920.00**
Preliminary Environmental Study (PES)							0	$ -		$ -	$ -	$ 1,950.00	$ -	$ 1,950.00
Project Purpose & Need Statement							0	$ -		$ -	$ -	$ 1,350.00	$ -	$ 1,350.00
Prepare CEQA/NEPA Documents							0	$ -	$ -	$ -	$ 2,400.00	$ 16,020.00	$ -	$ 18,420.00
Geotechnical Evaluation Report											**$ -**	**$ -**	**$ 17,916.00**	**$ 17,916.00**
Utility Coordination	**0**	**8**	**0**	**0**	**0**	**0**	**8**	**$ 1,558.00**	**$ -**	**$ 1,558.00**	**$ 10,818.00**	**$ -**	**$ -**	**$ 12,376.00**
Topo Survey & Field Reconnaissance	**0**	**4**	**0**	**8**	**8**	**0**	**20**	**$ 2,304.76**	**$ -**	**$ 2,304.76**	**$ 12,196.00**	**$ -**	**$ -**	**$ 14,500.76**
Construction Documents	**10**	**24**	**16**	**40**	**56**	**56**	**202**	**$ 24,820.08**	**$ 500.00**	**$ 25,320.08**	**$ 41,784.00**	**$ -**	**$ -**	**$ 67,104.08**
Preliminary 30% Drawing		8	4	16	16	16	60	$ 6,965.96	$ -	$ 6,965.96	$ 2,826.00	$ -	$ -	$ 9,791.96
60% PS&E	4	8	4	8	16	16	56	$ 7,155.96	$ -	$ 7,155.96	$ 18,922.00	$ -	$ -	$ 26,077.96
90% PS&E	4	4	4	8	16	16	52	$ 6,376.96	$ -	$ 6,376.96	$ 13,002.00	$ -	$ -	$ 19,378.96
100% PS&E	2	4	4	8	8	8	34	$ 4,321.20	$ 500.00	$ 4,821.20	$ 7,034.00	$ -	$ -	$ 11,855.20
Bidding & Construction Support	**0**	**48**	**16**	**0**	**0**	**0**	**64**	**$ 12,024.96**	**$ -**	**$ 12,024.96**	**$ 8,578.00**	**$ -**	**$ 13,110.00**	**$ 33,712.96**
Bidding Support		8	16				24	$ 4,234.96		$ 4,234.96	$ 2,130.00	$ -	$ 4,370.00	$ 10,734.96
Construction Support		40					40	$ 7,790.00		$ 7,790.00	$ 6,448.00	$ -	$ 8,740.00	$ 22,978.00
Sub-Total	**10**	**142**	**64**	**64**	**64**	**56**	**400**	**$ 58,991.62**	**$ 1,000.00**	**$ 59,991.62**	**$ 83,878.00**	**$ 34,545.00**	**$ 31,026.00**	**$ 209,440.62**

Optional Services

A - Prepare Cultural Resources Study	Cost for Optional Services is not provided at this time. If the City wishes to include these services as part of the proposal. A cost will be developed and promtly provided to the City for approval
B - Prepare Air Quality Impact Assessment	
C - Prepare Phase I Envirnomental Site Assessment	
D - Submit/Process Application for SJMSCP Coverage	

TJKM Sub Consultants

	RJA									DeNovo								ENGEO									
Task	John Zellmer	Sean Davis	Asistant Engineer	Scott Shortlidge	2-Person Survey Crew	Hours by Task	Cost by Task	RJA ODCs	RJA Total Fee	Steve McMurtry	Carrol	Smith	DeMartino	Hours by Task	Cost by Task	DeNovo ODC	DeNovo Total Fee	Steve Harris	Zac Crawford	Victoria Drake	Staff Engineer/ Geologist	CAD Specialist	Project Assistant	Hours by Task	Cost by Task	ENGEO ODCs	ENGEO Total Fee
	Senior Project Manger	Senior Engineer		Field Manger						Project Manager	Senior Environmental Planner	Asscoiate Environmental Planner	GIS Analyst					PIC	Associate Geologist	Project Engineer							
Billing Rate	$240.00	$213.00	$160.00	$197.00	$283.00					$125.00	$95.00	$95.00	$85.00					$290.00	$245.00	$195.00	$174.00	$160.00	$118.00				
Project Management	**16**	**14**	**8**	**0**	**0**	**38**	**$ 8,102.00**	**$ -**	**$ 8,102.00**	**110**	**1**	**1**	**1**	**113**	**$ 14,025.00**	**$ -**	**$ 14,025.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
Project Management & Meetings	16	14	8			38	$ 8,102.00		$ 8,102.00	110	1	1	1	113	$ 14,025.00		$ 14,025.00							0	$ -		$ -
Permitting						0	$ -		$ -					0	$ -		$ -							0	$ -		$ -
Environmental Analysis	**10**	**0**	**0**	**0**	**0**	**10**	**$ 2,400.00**	**$ -**	**$ 2,400.00**	**35**	**43**	**100**	**16**	**194**	**$ 19,320.00**	**$ 1,200.00**	**$ 20,520.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
Preliminary Environmental Study (PES)						0	$ -		$ -	8	2	8		18	$ 1,950.00	$ -	$ 1,950.00							0	$ -	$ -	$ -
Project Purpose & Need Statement						0	$ -		$ -	2	8		4	14	$ 1,350.00	$ -	$ 1,350.00							0	$ -	$ -	$ -
Prepare CEQA/NEPA Documents	10					10	$ 2,400.00	$ -	$ 2,400.00	25	33	92	12	162	$ 16,020.00	$ -	$ 16,020.00							0	$ -	$ -	$ -
Geotechnical Evaluation Report						**0**	**$ -**		**$ -**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**10**	**4**	**24**	**13**	**6**	**8**	**65**	**$ 12,726.00**	**$5,190.00**	**$ 17,916.00**
Utility Coordination	**24**	**6**	**8**	**0**	**0**	**38**	**$ 8,318.00**	**$ 2,500.00**	**$ 10,818.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
Topo Survey & Field Reconnaissance	**0**	**8**	**22**	**8**	**12**	**50**	**$ 10,196.00**	**$ 2,000.00**	**$ 12,196.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
Construction Documents	**8**	**88**	**132**	**0**	**0**	**228**	**$ 41,784.00**		**$ 41,784.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
Preliminary 30% Drawing	6	2	6			14	$ 2,826.00	$ -	$ 2,826.00					0	$ -	$ -	$ -							0	$ -	$ -	$ -
60% PS&E	2	34	70			106	$ 18,922.00	$ -	$ 18,922.00					0	$ -	$ -	$ -							0	$ -	$ -	$ -
90% PS&E		34	36			70	$ 13,002.00	$ -	$ 13,002.00					0	$ -	$ -	$ -							0	$ -	$ -	$ -
100% PS&E		18	20			38	$ 7,034.00	$ -	$ 7,034.00					0	$ -	$ -	$ -							0	$ -	$ -	$ -
Bidding & Construction Support	**2**	**26**	**16**	**0**	**0**	**44**	**$ 8,578.00**	**$ -**	**$ 8,578.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**24**	**6**	**24**	**0**	**0**	**0**	**54**	**$ 13,110.00**	**$ -**	**$ 13,110.00**
Bidding Support		10				10	$ 2,130.00		$ 2,130.00					0	$ -	$ -	$ -	8	2	8				18	$ 4,370.00	$ -	$ 4,370.00
Construction Support	2	16	16			34	$ 6,448.00		$ 6,448.00					0	$ -	$ -	$ -	16	4	16				36	$ 8,740.00	$ -	$ 8,740.00
Sub-Total	**60**	**142**	**186**	**8**	**12**	**408**	**$79,378.00**	**$ 4,500.00**	**$ 83,878.00**	**145**	**44**	**101**	**17**	**307**	**$33,345.00**	**$ 1,200.00**	**$ 34,545.00**	**34**	**10**	**48**	**13**	**6**	**8**	**119**	**$25,836.00**	**$5,190.00**	**$ 31,026.00**

RESOLUTION 2020-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS OF PLEASANTON, CALIFORNIA, FOR A NOT-TO-EXCEED AMOUNT OF $209,441 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF ENVIRONMENTAL DOCUMENTS, AND CONSTRUCTION DOCUMENTS SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES, FOR THE TRAFFIC SIGNAL AT CORRAL HOLLOW ROAD AND VALPICO ROAD INTERSECTION PROJECT, CIP 72095

WHEREAS, The Traffic Signal at Corral Hollow Road and Valpico Road Intersection is an approved Capital Improvement Project (CIP), and

WHEREAS, The City currently has an approved Project (CIP 73144) for widening Corral Hollow Road to four lanes from Parkside Drive to Linne Road, and Tracy Village Development is conditioned to widen Valpico Road to four lanes, just east of Corral Hollow and Valpico Road intersection, and

WHEREAS, The intersection under this current Project, falls within the project boundaries of CIP 73144, and

WHEREAS, CIP 73144 does not include in their scope of work to install the Traffic Signal at Valpico Road and Corral Hollow Road, and

WHEREAS, CIP 73144, will however be securing the right-of-way (as necessary) for the intersection widening in the current Project, and will relocate the PG&E poles at the intersection to their ultimate locations, and

WHEREAS, This facilitates the construction of current Project after design is completed, and

WHEREAS, This Project will install the necessary roadway improvements, lane transitions and traffic signals at the Corral Hollow Road and Valpico Road intersection, and install appropriate communication equipment to relay the signal information to the City Traffic Management Center (TMC), and

WHEREAS, A Request for Proposals for the design services, which includes the preparation of environmental documents and the preparation of construction documents including plans, specification and cost estimates, for the Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095 was issued on October 18, 2019, and

WHEREAS, The City received one proposal from TJKM Transportation Consultants, and

WHEREAS, The City has determined that TJKM Transportation Consultants possesses the skills, experience and certification required to provide the services, and

WHEREAS, Staff negotiated with TJKM Transportation Consultants to provide engineering design services for this project on a time and material basis, for an amount not to exceed $209,441, and

WHEREAS, There is sufficient funds in the CIP 72095 to award this Project for design services;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with TJKM Transportation Consultants, of Pleasanton, California, for a not-to-exceed amount of $209,441 to provide professional engineering design services, that includes the preparation of environmental documents, and construction documents such as plans, specifications and cost estimates, for the Traffic Signal at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095.

* * * * * * * * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 2nd day of June 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.I

REQUEST

APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH TEN COMPANIES FOR PLAN REVIEW AND/OR INSPECTION SERVICES

EXECUTIVE SUMMARY

With limited full-time staff in the City's Building Safety Division, the City depends upon consultants to complement staff's efforts to meet published performance objectives and provide expanded services as they relate to State-mandated plan review and inspection services of construction projects. Consultant services are particularly useful during peak demand periods or when resources are mobilized to expedite key economic development projects.

DISCUSSION

The City has contracted for plan review and inspection services for review of construction plans and inspection of construction projects. This is to help ensure that each building project conforms to State-mandated construction codes through the plan review and inspection processes. These efforts greatly assist the construction industry in building safe structures.

Currently, the City uses nine plan review and inspection firms. Whenever staff shortages, peaking workloads or the complexity of a project mandates external assistance, consultants have been called upon to perform review and/or inspection work to meet the City's published turn-around timelines for review and inspection requests. Staff proposes to maintain this extended list to enable increased customer satisfaction as customers will be able to open their businesses more quickly. These ten firms will also give staff additional flexibility to handle seasonal peaks or special customer needs such as expedited review services or weekend/holiday inspection requests. In addition, if one or more firms are not able to deliver timely or quality services, this expanded list of approved consultants will help ensure that these services can be delivered.

The City has worked diligently to maintain a good measure of the plan review work to be accomplished internally. However, with the continuing and significant expansion of work that the City is currently experiencing, the need for expanded staff in the form of consultant services is very much needed.

City Council last approved this request approximately three years ago and the Professional Services Agreements (PSAs) that the City secured with various consultants are now expiring. Therefore, staff recently published a Request for Proposals on March 30, 2020 for "Building Inspection and Plan Review Services" through June 30, 2023. Staff has reviewed all the proposals received and ten outside plan review and inspection agencies were selected based on the following factors:

- The experience and past performance of the firm, its agents and employees in completing projects of various type, size and complexity

- The firm's ability to provide timely and accurate reviews/inspections
- The flexibility of the proposal based upon the performance and 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 proposed PSAs specify that the City may allocate work to each firm selected based on the City's budget, the required services needed at the time, and the competitiveness and quality of each PSA so as to most efficiently and economically satisfy the City's needs for specified services.

Staff recommends entering into PSAs with the firms noted below:

1. Structech Engineering
2. 4Leaf, Inc.
3. Builders Protection Group
4. Interwest Consulting Group
5. Bureau Veritas
6. CSG Consultants, Inc.
7. True North Compliance Services
8. NV5
9. TRB + Associates
10. DSA School Inspectors, Inc.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategy to attract businesses wherein the efficient and timely plan review processing financially incentivizes businesses to choose Tracy as a great place to open for business.

FISCAL IMPACT

Funding consultants for plan review and inspection services will come from the Development Services Fund. However, all of these funds will be fully recovered through the collection of corresponding plan review and permit fees paid by the respective project applicant for all projects

RECOMMENDATION

Staff recommends that City Council, by resolution, approve the Professional Service Agreements for supplementary plan review and/or inspection services with the above-noted firms for plan review and inspection services of construction projects through June 30, 2023.

Prepared by: Kevin Jorgensen, Chief Building Official

Reviewed by: Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

Attachment A – Structech Engineering, PSA
Attachment B – 4Leaf, Inc., PSA
Attachment C – Builders Protection Group, PSA
Attachment D – Interwest Consulting Group, PSA
Attachment E – Bureau Veritas, PSA
Attachment F – CSG Consultants, Inc., PSA
Attachment G – True North Compliance Services, PSA
Attachment H – NV5, PSA
Attachment I – TRB + Associates, PSA
Attachment J – DSA School Inspectors, Inc., PSA

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH STRUCTECH ENGINEERING
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Structech Engineering, a sole proprietor (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

Structech Engineering
Hamid Pouya, P.E.
5632 Ravenna Court
San Jose, CA 95118

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Leticia Ramirez, City Attorney

Consultant
Structech Engineering, a sole proprietor

_____

By: Hamid Pouya
Title: Sole Proprietor

Date: APRIL 22, 2020

Federal Employer Tax ID No. _____

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the

applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Complete Plan Review	$170 per hour
Structural Only	$200 per hour

Expedited plan review will not exceed 85% of the plan check fees charged by the City.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC.
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and 4LEAF, Inc., a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

4LEAF, Inc.
Joe Nicolas
8896 North Winding Way
Fair Oaks, CA 95628

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Leticia Ramirez, City Attorney

Consultant
4LEAF, Inc., a California corporation

By: Kevin J. Duggan
Title: President

Date: 4/24/20

Federal Employer Tax ID No. 94-3393574

By: KEVIN J. DUGGAN
Title: SECRETARY

Date: 4/24/20

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).

The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester

- Non-contact tester
- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Personnel	**Hourly Rate**
CASp Inspection	$175
Senior Combination Building Inspector	$105
Commercial Building Inspector	$ 95
Residential Building Inspector	$ 85
Senior Permit Technician	$ 70
Permit Technician	$ 65

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

For overtime work (after hours, weekend or holidays) authorized by the City, Consultant shall be paid as follows:

Hourly overtime charge per inspector	1.5 x hourly rate

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Consultant assumes that these rates reflect the 2020-2021 contract period. 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval

on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

NATURE OF BUILDING SERVICES	Cost Structure
Plan Review & CASp Services	Plan Review Percentage Cost: 65% Plan Review Hourly Cost: $95 Non-Structural Review $125 Structural Review CASp Inspection and/or Review: $175/hour * *Fee includes initial review and two (2) rechecks.* * *Fee includes shipping and courier service.*

Personnel	Hourly Rate
On-Site Plan Review Engineer	$ 125
On-Site Non-Structural Plans Examiner	$ 95

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.

- Expedited reviews will be billed:
  - *Scenario #1 (Applicant requested)*: at 1.5x the plan review fee listed in the Cost Proposal.
  - *Scenario #2 (City requested)*: at no additional cost to the City.
- Plan review of revisions will be billed at the hourly rates listed in the Cost Proposal.
- .
- Consultant assumes that these rates reflect the 2020-2021 contract period. 3% escalation for 2022 and 2023 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Night Time (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that Consultant's liability will be limited to the value of services provided.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH BUILDER'S PROTECTION GROUP, LLC
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Builder's Protection Group, LLC a California limited liability company (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

Builder's Protection Group, LLC
Adam Shaw, CEO
1852 Lomita Blvd., Suite 210
Lomita, CA 90717

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Leticia Ramirez, City Attorney

Consultant
Builder's Protection Group, LLC
a California limited liability company

By: Adam Shaw
Title: CEO

Date: 5/4/2020

Federal Employer Tax ID No. 810619043

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester

- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Construction Inspection Services and Plan Reviews

	Duties	Project Type	Total Hourly Rate	Overtime Rate	Saturday	Holiday
Inspections	Perform inspections, re-inspections, plan reviews, and CASp Services for building permits to determine compliance with the adopted State codes, applicable laws, regulations, local ordinances, and City of Redlands Policies	Prevailing Wage	$108.81/HR	$163.22/HR	$163.22/HR	$217.62/HR
		Inspection	$85/HR	$110/HR	$110/HR	$110/HR
		Combo Inspection	95/HR	$120/HR	$120/HR	$120/HR
		Structural Plan Review	$120/HR	$145/HR	$145/HR	$145/HR
		CASP	$125/HR	$155/HR	$155/HR	$155/HR

For overtime work (after hours, weekend or holidays) authorized by the City, Consultant shall be paid as follows:

See Chart Above

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each

page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a

review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Construction Inspection Services and Plan Reviews

	Duties	Project Type	Total Hourly Rate	Overtime Rate	Saturday	Holiday
Inspections	Perform inspections, re-inspections, plan reviews, and CASp Services for building permits to determine compliance with the adopted State codes, applicable laws, regulations, local ordinances, and City of Redlands Policies	Prevailing Wage	$108.81/HR	$163.22/HR	$163.22/HR	$217.62/HR
		Inspection	$85/HR	$110/HR	$110/HR	$110/HR
		Combo Inspection	95/HR	$120/HR	$120/HR	$120/HR
		Structural Plan Review	$120/HR	$145/HR	$145/HR	$145/HR
		CASP	$125/HR	$155/HR	$155/HR	$155/HR

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Interwest Consulting Group, Inc. a Colorado corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

Interwest Consulting Group, Inc.
Ron Beehler, SE, CBO
1613 Santa Clara Dr., Ste. 100
Roseville, CA 95661

13. **Miscellaneous.**

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
Interwest Consulting Group, Inc. a Colorado corporation

By: Terry Rodrigue
Title: President

Date: 4/27/20

Federal Employer Tax ID No. 73-1630909

By: Debbie Thorson
Title: Chief Financial Officer

Date: 4/27/20

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester

- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Classification	**Hourly Rate**
Building Inspector	$75 to $110
CASp Inspector	$110
Fire Inspector	$115

For overtime work (after hours, weekend or holidays) authorized by the City, Consultant shall be paid 1.5 x the hourly rate noted above.

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of

Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Classification	**Hourly Rate**
Licensed Plan Review Engineer	$135
Fire Plan Examiner	$115
CASp Plan Review	$110
ICC Certified Plans Examiner	$ 95

If the City request an expedited plan review, fees will be charged at a rate of 1.25 times the rate specified for typical plan reviews as noted above.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Bureau Veritas North America, Inc., a ~~California~~ Delaware corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

Bureau Veritas North America, Inc.
Craig Baptista
180 Promenade Cr., Ste. 150
Sacramento, CA 95834

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
Bureau Veritas North America, Inc. a ~~California~~ DELAWARE corporation

By: Craig Baptista
Title: Vice President

Date: 5/6/2020

Federal Employer Tax ID No. 06-1689244

By: Heather B Bush
Title: Vice President & Secretary

Date: 5/5/2020

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).

Consultant shall be able to provide the City with additional services related to accessibility inspections such as completing an ADA transition plan and provide and facilitate the corresponding public outreach that is required by the ADA to determine user priorities related to accessibility compliance for such a transition plan.

The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester
- Phone
- Flashlight
- Safety gear
  - o Hard hat
  - o Safety glasses
  - o Steel toe boots
  - o Reflective vest
  - o Safety harness (approved for fall protection)
  - o Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Title	**Hourly Rate**
CASp Inspection	$150
Fire Inspector	$110
Senior Building Inspector	$95
Building Inspector II	$85

For overtime work (after hours, weekend or holidays) authorized by the City, Consultant shall be paid as follows:

Overtime will be 125% of the fees shown above.

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Title	**Hourly Rate**
Structural Plan Check Engineer / FPE	$140.00
M/E/P Plan Check Engineer	$125.00
CASp Plan Review	$125.00
Fire Plans Examiner	$110.00
ICC Certified Plans Examiner	$110.00

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANT, INC.
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

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

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on _____, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

CSG Consultants, Inc.
Crickett Brinkman, Manager
930 Fresno Street
Newman, CA 95360

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
CSG Consultants, Inc. a California corporation

By: Cyrus Kianpour
Title: President

Date: 4-27-20

Federal Employer Tax ID No. 91-2053749

By: Nourdin Khayata
Title: Secretary

Date: 4-28-20

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the

applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Full Plan Review by Percentage	65% of City's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of City's Building Plan Check Fees
Building & Fire Life Safety Review / ICC Certified Plan Review	$115
Structural Plan Review / Structural Engineer	$140
Structural Plan Review / Professional Engineer	$135
CASp Consultation	$135
Expedited Plan Review (Hourly) at City's Request	1.5 x Hourly Rate

All hourly rates reflect costs including salaries, benefits, workers' compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, Consultant will notify the City prior to proceeding. On each anniversary of the contract start date, Consultant will increase hourly rates based on change in CPI for the applicable region. Consultant will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH TRUE NORTH COMPLIANCE SERVICES, INC.
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and True North Compliance Services, Inc. a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City

Council to appropriate funds for payment for services under this Agreement shall not be a breach of this Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. **Compensation.**

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

True North Compliance Services
Isam Hasenin, PE, CBO, MSCE
200 South Garfield Ave., Ste. 102
Alhambra, CA 91801

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Leticia Ramirez, City Attorney

Consultant
True North Compliance Services, a California corporation

By: Isam Hasenin
Title: President

Date: 4/28/2020

Federal Employer Tax ID No. 84-4583205

By: Isam Hasenin
Title: Chief Financial Officer

Date: 4/28/2020

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester

- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the Inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Title	**Hourly Rate**
Building/Fire Inspector I:	$85.00
Building/Fire Inspector II:	$90.00
Building Inspector III:	$95.00
Senior Building Inspector:	$105.00
Permit Technician:	$65.00

For overtime work (after hours, weekend or holidays) authorized by the City, Consultant shall be paid as follows:

2 times the regular hourly rate with a 2-hour minimum

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/ industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed. Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the

plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Title	Hourly Rate
Structural Engineer	$125
Plan Review Engineer	$110
Certified Plans Examiner	$95

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH NV5
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and NV5, Inc. a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

NV5, Inc.
Kevin Wedman, Sr. Vice President
2525 Natomas Park Dr., Ste 300
Sacramento, CA 95833

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
NV5, Inc. a California corporation

By: Kevin Wedman
Title: Senior Vice President

Date: 4/30/2020

Federal Employer Tax ID No. 94-2706173

By: Edward Codispoti

Title: Chief Financial Officer

Date: 4/28/20

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request. The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).
The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester

- Phone
- Flashlight
- Safety gear
    - Hard hat
    - Safety glasses
    - Steel toe boots
    - Reflective vest
    - Safety harness (approved for fall protection)
    - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

INSPECTION FEES	
Description	**Rate**
Supervising Inspector	$115.00 per hour* **A 2 hour minimum will be charged*
Senior ICC Certified Inspector	$110.00 per hour* **A 2 hour minimum will be charged*
ICC Certified Inspector	$105.00 per hour **A 2 hour minimum will be charged*
REIMBURSABLE FEES	
Description	**Rate**
Jobsite Mileage (Non-City Vehicle)	$.57 Per Mile or Current IRS Accepted Rate

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

If a fee for mileage is included in the fee schedule, it shall not exceed the current IRS standard mileage rate for the applicable year. Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre-construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant

including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

PLAN REVIEW FEES	
Description	Rate
Plan Review Percentage of Fee Option	65% of City Plan Review Fees
Master Plan Review - Initial Plan Review	65% of City Plan Review Fees
Master Plan Review - Subsequent Plans	50% of Master Plan Review Initial Plan Review Fee
Senior Structural Plan Review Engineer	$185.00 per hour
Structural Engineer Plan Review Engineer	$160.00 per hour
Senior Plan Review Engineer	$160.00 per hour
Plan Review Engineer	$135.00 per hour
CASp (If Required)	$150.00 per hour
Senior ICC Certified Plans Examiner	$105.00 per hour
ICC Certified Plans Examiner	$100.00 per hour
Plan Intake Coordinator / Permit Technician	$70.00 per hour
Expedite Plan Review	Additional 25% of the fees above

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH TRB AND ASSOCIATES, INC.
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

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

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision,

the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damaged owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 PLAN REVIEW: City shall pay Consultant on a fixed-fee basis, as a percentage of plan review fees assessed by City, as set forth in Exhibit "A", for Plan Review services

performed under this Agreement.

3.2 INSPECTION AND PERMIT TECHNICIAN SERVICES: City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A", for any staff augmentation services performed under this Agreement, including Building Inspection or Permit Technician services.

3.3Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.3.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.3.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.5 The Parties shall equally bear the costs of any third party in any

alternative dispute resolution process.

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

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

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

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

TRB and Associates, Inc.
Todd Bailey, P.E.
3180 Crow Canyon Place, Suite 216
San Ramon, CA 94583

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
TRB and Associates, Inc., a California corporation

By: Todd R. Bailey
Title: President

Date: MAY 5, 2020

Federal Employer Tax ID No. 20-5865052

By: Todd R. Bailey
Title: Secretary

Date: MAY 5, 2020

Exhibit:

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

EXHIBIT "A"

PART I - BUILDING INSPECTION SERVICES

SCOPE OF SERVICES

Consultant shall perform building inspections as required by the City of Tracy (hereinafter referred to as the "City"). Said building inspections shall be conducted to verify compliance with the Tracy Municipal Code, as may be amended or updated from time to time, applicable federal and state laws and regulations, Building Safety Division policies and Title 24 of the California Code of Regulations. Building inspections shall cover structural, fire sprinkler systems for one- and two-family dwellings and townhouses, fire and life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial and industrial projects for new, existing and historical buildings, structures and facilities. The inspections shall include using and applying requirements from applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

Building inspections shall include the review of plans and corresponding documents, site inspections, writing or typing legible, accurate and understandable correction and violation notices and field reports, and answering in-person or telephone inquiries in a timely and courteous manner.

MISCELLANEOUS REQUIREMENTS

All inspectors provided by Consultant to perform inspection services for the City shall be equipped with all necessary tools, equipment and a complete set of current code books by Consultant in order to facilitate the inspection process. All inspectors provided by Consultant to perform inspection services for City shall continue to receive State-mandated continuing education and complete forty-five hours of continuing education for every three-year period. Such education is to be provided by Consultant at Consultant's sole cost including, but not limited to, any hourly costs associated with sending inspectors to such continuing education. When requested by City, Consultant shall provide evidence of said education within seven working days of request.

The Consultant will credit the City for any inspectors provided by Consultant that receive regular technical training provided by City on an hour for hour basis. Currently, this training is provided for three hours per week. Upon Consultant's request, the City may forward notification of such training and the corresponding inspection or plan check staff attendance record to Consultant on a monthly basis. All inspectors shall possess and maintain necessary certifications required to perform inspections. Residential inspectors must, at a minimum, possess a residential combination inspector certification. Commercial inspectors must, at a minimum, possess a commercial combination inspector certification. Disabled access inspections shall be performed by a Certified Access Specialist (CASp).

The following items are the minimum required tools and equipment necessary to facilitate inspections as provided by the Consultant:

- Tape measure
- Combination Screwdriver
- Torpedo level
- GFCI tester
- Non-contact tester
- Phone
- Flashlight
- Safety gear
  - Hard hat
  - Safety glasses
  - Steel toe boots
  - Reflective vest
  - Safety harness (approved for fall protection)
  - Electrical safety gloves (insulated)

Additionally, if performing disabled access inspections, the inspector shall have a 48" smart level and a push/pull gauge. Batteries for the smart level shall be supplied and calibration shall be performed by the Consultant.

Inspectors are required to have immediate access during inspections to the currently enforced Title 24 California Code of Regulations. If the Codes are in an electronic format, the Consultant must provide verification of access to subscription to the City. Additionally, if the Consultant's access to the Codes is dependent upon Internet connectivity and cellular service is not consistently available throughout the jurisdiction, the Consultant shall provide a hard copy of the Codes for each inspector.

COMPENSATION

As compensation for the above services, the following fee schedule shall apply:

Position	**Rate**
Inspection Task Leader	$135.00
Supervising Inspector	$125.00
Senior Inspector III	$120.00
Senior Inspector II	$115.00
Senior Inspector I	$110.00
Inspector II	$ 95.00
Inspector I	$ 90.00
Intern Inspector	$ 70.00

Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent

For overtime work (after hours, weekend or holidays) shall be authorized by the City.

Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen percent.

Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate plus 20%.

All requested inspection services are subject to a minimum 4-hour fee.

Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.

Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

On each anniversary of the contract start date, TRB will increase hourly rates by 5%.

The above Schedule is valid through December 31, 2020 and may be adjusted thereafter

CASp inspections are included in the standard inspection process and shall not constitute a separate rate from the standard inspector rate.

Mileage will be paid only for travel to and from inspections within the jurisdiction commencing and concluding at City Hall.

PART II - BUILDING DOCUMENT/PLAN REVIEW SERVICES

SCOPE OF SERVICES

Consultant shall perform plan reviews as required by the City. Said plan reviews will range from small projects, such as a simple retaining wall, to a larger and more complex project such as a commercial/industrial facility. All document/plan reviews shall be based on the Tracy Municipal Code, as amended from time to time, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building Safety Division plan review standards and policies. Plan review shall cover structural, fire sprinkler systems for one and two-family dwellings and townhouses, fire and life safety, architectural, accessibility, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities. The plan review shall be inclusive of reviewing for approval applicable forms required by the City, including but not limited to the Accessibility Budget Calculation Form, Special Inspection Agreement Form, Construction Waste Management Form and CalGreen Checklist Form.

PLAN PROCESSING REQUIREMENTS

All plans are submitted directly to the City primarily in electronic format, while some may be submitted and accepted in hard copy. Consultant shall adhere to the most current version of the City's Building Safety Division Electronic Plan Review Guide for Consultants.

Where plans and documents are submitted in electronic format, the City shall transmit all

plans and corresponding project documentation directly to the Consultant through a Bluebeam Studio Session. The Consultant shall join the Bluebeam Studio Session, where all plans and corresponding documents will be available for review and comment/approval. Therefore, the Consultant shall obtain the "Bluebeam REVU" software that is compatible with the City's version of Bluebeam software. The Consultant shall not share any Bluebeam studio sessions provided by City with applicants. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable list of corrections for each plan review performed.

Consultant shall also receive from the City any subsequent resubmittals through a Bluebeam Studio Session invite. Consultant shall direct the applicant to submit any revised plans and corresponding documentation directly to City when Consultant receives any resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the Consultant shall sign and stamp the electronic plan set and corresponding documents as well as sign the approval page in said Bluebeam Studio Session. The stamp shall include the company identification, an "Approved" mark, and date of approval on each page of the approved set of plans as well as on each cover sheet of each set of corresponding documents.

Where plans and documents are accepted in hard copy, which will be accepted at the City's discretion, the City will transmit all plans and corresponding project documentation directly to the Consultant, via mail or courier, for review and approval. The Consultant is required to furnish the City's Building Official and the applicant with a complete, legible, accurate and understandable typed list of all corrections for each plan review performed.

Consultant shall also receive from the City any subsequent resubmittal, and shall also provide notice to City as to when Consultant receives the resubmittal directly from the applicant, if such were to occur. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, the

Consultant shall sign and stamp two sets of plans and corresponding documents. The stamp shall include the company identification, an "Approved" mark and date of approval. Stamp of approval shall be placed on each page of both sets of approved plans as well as on each cover sheet of each set of corresponding documents. The Consultant shall then return all documents completely and appropriately assembled to the City, by mail or courier, at the Consultant's expense. City shall not accept construction documents from

Consultant that need to be sorted and/or assembled. Consultant shall complete the insertion of revisions to both sets of plans prior to submitting finalized construction documents to City.

REVIEWER CERTIFICATION REQUIREMENTS

All plan reviewers shall possess and maintain certifications required to perform reviews. All reviewers performing an accessibility review shall hold a current certification as a CASp. All other reviewers shall possess all the applicable and relevant certifications required by state law to conduct such reviews. These shall include, at a minimum, the Building, Residential, Electrical, Mechanical, and Plumbing Plans Examiner certifications (e.g. a reviewer who is reviewing plans or documents to check for code compliance with the California Electrical Code shall be certified as an Electrical Plans Examiner by a nationally recognized

organization such as the International Code Council (ICC)).

TIME OF PERFORMANCE

Generally, the Consultant shall complete the initial plan review and submit approval of plan review or corrections within seventeen working days (all weekdays exclusive of the City's recognized holidays) from the date the plans are received by the City. Other minor projects shall require the initial review be completed and approval or corrections be submitted to

City within seven working days, such as minor revisions and deferred submittals, commercial photovoltaic or energy storage systems, and residential plot plans. Residential photovoltaic systems and residential pools and spas shall require five working days to complete the review and submit approval or corrections for initial and subsequent reviews.

The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion. The Consultant shall complete any subsequent plan recheck for the typical plan review and submit approval of plan review or corrections within seven working days from the date the plans are received by the City. Where a seven-day review is required on the initial plan review, the subsequent plan rechecks shall be five working days. The City's Building Official may, upon demonstration of good cause, extend this time frame at his or her sole discretion.

For expedited plan reviews, the time and additional fees for completing the initial and subsequent plan/document reviews shall be negotiated directly between the consultant and the permit applicant.

If the Consultant has not completed the plan review within the time duration specified above, Consultant may be subject to penalties outlined in Section 2.2 of the Performance Service Agreement.

TECHNICAL SUPPORT

The Consultant shall be available for technical support on an as-needed basis. This may include but not be limited to pre-design, post plan review, pre- construction or site meetings with City staff and/or permit holders, designers or other interested parties.

COMPENSATION

Please note that the maximum limit for plan review fees shall be 65% of the plan review fee charged to a permit applicant. This maximum limit fee shall cover the full plan review by Consultant including review for accessibility by a CASp. This fee shall cover the initial full document/plan review, as outlined in the "Scope of Services" section, two resubmittals following the initial plan review, and a review for approval of all items listed as a deferred submittal on the approved set of plans. Additionally, for repetitive elements within or part of a structure and/or repetitive buildings for a single project, the City and Consultant shall negotiate for an appropriately reduced fee. Where a reduced fee is applicable and negotiation has not occurred between the City and the Consultant prior to invoicing by Consultant, the City shall pay the Consultant a maximum of 50% of the plan review fee charged to the permit applicant.

Fees to cover Consultant's expedited review services, (beyond the standard review fees), shall be negotiated by the Consultant directly with the permit applicant.

Position	**Rate**
Principal / Director	$175.00
Project / Division Manager	$150.00
Building Official	$140.00
Assistant Building Official	$135.00
Plan Review Task Leader	$145.00
Senior Plan Review Engineer/Architect	$130.00
Senior Plans Examiner (Building & Fire)	$125.00
Plan Review Engineer/Architect	$115.00
Plans Examiner (Building & Fire)	$110.00
Engineering Technician	$ 90.00
Permit Technician III	$ 85.00
Permit Technician II	$ 75.00
Permit Technician I	$ 65.00

Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent

Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus fifteen percent.

Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

On each anniversary of the contract start date, Consultant will increase hourly rates by 5%.

The above Schedule is valid through December 31, 2020 and may be adjusted thereafter

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH DSA SCHOOL INSPECTORS, INC.
BUILDING INSPECTION AND PLAN REVIEW SERVICES: JULY 1, 2020 TO JUNE 30, 2023

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and DSA School Inspectors, Inc. a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform Building Inspection and Plan Review Services during the time period of July 1, 2020 to June 30, 2023; and

B. On March 30, 2020, the City issued a Request for Proposals (RFP) for the Building Inspection and Plan Review Services: July 1, 2020 to June 30, 2023 (**Project**). On April 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on June 2, 2020.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy City Council's annual appropriation of funds for the services provided under this Agreement. This Agreement shall terminate in the event the City of Tracy City Council does not appropriate funds for the payment obligations under this Agreement. Any such termination of this Agreement due to the failure of the City of Tracy City Council to appropriate funds for payment for services under this Agreement shall not be a breach of this

Agreement. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1.1 Option to Extend. This Agreement may be extended for one year upon written request from Consultant, submitted to the City no later than sixty (60) days prior to the termination of the Agreement. The Agreement may be extended by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

2.2 Liquidated Damages. The City and the Consultant, by execution of this Agreement agree that time is of the essence in the performance of the services under this Agreement, and that actual damages for inconvenience and loss from any delay in completion of services provided in Exhibit "A" are extremely difficult or impossible to determine.

The City and the Consultant further agree, that the City shall assess liquidated damages as follows:

Up to 50% of the plan review fee charged to the permit applicant, when Consultant omits a significant item or items in the completed plan review process.

Up to 50% of the plan review fee charged to the permit applicant, for each and every day that the plan review performed by the Consultant is tardy as determined by the "Time of Performance" section stated in Exhibit "A."

Following completion of a plan and/or document review, for each and every day that the Consultant submits correction(s) or approval to the City later than the correction(s) or approval is due:

Days overdue:	Amount deducted from Consultant plan review fees:
1-2	$100 each day
3-5	$300 each day
6+	$500 each day

The City and Consultant agree that the amounts stated herein are reasonable estimates of the amount of such damages. The City, in its discretion, may deduct any liquidated damages owed to the Consultant from any payments otherwise payable to the Consultant under this Agreement.

Nothing contained herein shall limit the City's rights or remedies against Consultant for any default other than failure to complete the services within the term of this Agreement. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Consultant abandons the performance of the services. In such event, the Consultant shall be liable to the City for all losses incurred.

3. Compensation.

3.1 City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on

behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

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

To City:

City of Tracy
Kevin Jorgensen, Chief Building Official
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

DSA School Inspectors, Inc.
Ted Curtis
18661 McCoy Avenue
Saratoga, CA 96070

13. Miscellaneous.

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

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

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant
DSA School Inspectors, Inc. a California corporation

Theodore Curtis

By: Theodore Curtis
Title: CEO

Date: 5-6-2020

Federal Employer Tax ID No. 47-4411900

Theodore Curtis

By: Theodore Curtis
Title: Secretary

Date: 5-6-2020

Exhibits:

A Scope of Work, including personnel, time of performance and compensation (See Agreement sections 1, 2 and 3.)

RESOLUTION 2020-_____

APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH TEN CONSULTING COMPANIES THAT WILL PROVIDE PLAN REVIEW AND BUILDING INSPECTION SERVICES TO SUPPORT THE BUILDING SAFETY DIVISION'S OBJECTIVES AND OBLIGATIONS MANDATED BY STATE OF CALIFORNIA FOR A THREE-YEAR TERM

WHEREAS, The City currently is in contract with nine consulting firms for a three-year term ending on June 30, 2020, and

WHEREAS, The new contract with ten consulting firms will begin on July 1, 2020 and continue until June 30, 2023, and

WHEREAS, The list of proposed consulting firms are comprised of: Structech Engineering, 4Leaf, Inc., Builders Protection Group, Interwest Consulting Group, Bureau Veritas, CSG Consultants, Inc., True North Compliance Services, NV5, TRB + Associates, and DS School Inspectors, Inc., and

WHEREAS, The City plan review and building inspection services are mandated by the State of California to ensure the health and safety of the occupants of buildings and structures, and

WHEREAS, Consultant services are particularly useful as resources that are mobilized to expedite key economic development projects, and

WHEREAS, Consultant services are necessary whenever staff shortages, peaking workloads or the complexity of the project mandates external assistance, and

WHEREAS, The extended list of the contract consultants enables increased customer satisfaction by quicker review turn-around times leading to businesses opening sooner, and

WHEREAS, These ten consultants will give additional flexibility to handle seasonal peaks or special customer needs including expedited reviews, and

WHEREAS, This expanded list will give the City a larger pool of consultants so that when one of the firms is not meeting the City's expected delivery time or quality of review that the customer deserves, alternate firms are available that can provide services that meet the City's expectations;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Professional Services Agreements with the ten consulting firms abovementioned for a duration of three years and for a fee for such services described in the Professional Services Agreements therein.

* * * * * * * * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 2nd day of June 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 1.J

REQUEST

APPROVE AN ALLOCATION OF $30,000 FOR A CITY UTILITY BILL RELIEF PROGRAM FUNDED FROM THE CITY'S CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION

EXECUTIVE SUMMARY

In response to the coronavirus pandemic, the State of California Public Health Officer issued a Stay-At-Home Order (Order) to all residents in California to minimize the spread of COVID-19. To comply with the Order, many businesses are required to close, resulting in employee lay-offs or furloughs. These actions are resulting in financial hardships including the ability for some Tracy community members to pay their City utility bills.

Staff recommends that $30,000 from the San Joaquin County, Community Development Block Grant (CDBG) CARES Act allocation be used towards a City utility bill payment relief program for income-qualified residents, which is an eligible use under the CARES Act.

DISCUSSION

On May 5, 2020, Council discussed an anticipated CDBG CARES Act funding allocation of $305,833 to the City as a subrecipient of the County.

Staff recommends allocating $30,000 of the CDBG CARES Act funds to assist residential utility customers who have been impacted by COVID-19. Utility bill payment relief programs for income-qualified individuals are an eligible use under the CARES Act. There has been an increase in the number of requests for payment extensions on utility accounts from residential customers. It is anticipated that the number of payment extension requests will continue to increase over the next few months as customers choose how to allocate their income.

The Finance department has already taken several steps to assist customers who are unable to pay all or part of their utility bills. These steps include: not charging late fees, offering payment arrangements, and not disconnecting utility services on overdue accounts. However, despite these measures, some customers will not be able to bring their accounts current without additional assistance. Staff proposes using these funds for a utility bill relief program that would be used to assist the most vulnerable customers by offering forgiveness of up to two months of their utility charges, with a maximum benefit of $300. This program would provide relief for approximately 100 residential customer. This relief would come in the form of a bill credit on the customer's utility bill. By offering assistance, customers may redirect their spending to other essential goods and services in the Tracy community.

An example of criteria that will be used to determine eligibility for the program is as follows:

- The customer's account must have been in good standing for 6 months prior to March 1, 2020;
- The customer demonstrates financial hardship related to COVID-19, such as Employment Development Department Claim Statement; Pandemic Unemployment Assistance Claim Statement (self-employed and independent contractors), Furlough or Notice of Business Closure from employer;
- The program is available to residential customers only.

The Finance Department anticipates this program starting in mid-June following notice of the program's availability through press releases and other social media sources.

STRATEGIC PLAN

This agenda item is an emergency item in response to COVID-19 and does not align with a strategic priority.

FISCAL IMPACT

The $30,000 funding will be provided through the CDBG program and will continue until funds are exhausted.

RECOMMENDATION

Staff recommends that the City Council approve the allocation of $30,000 of CDBG funds allocated per the CARES Act for a City Utility Bill Relief Program.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

APPROVING AN ALLOCATION OF $30,000 FOR A CITY UTILITY BILL RELIEF PROGRAM FROM THE CITY'S CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION

WHEREAS, on May 5, 2020, Council discussed an anticipated Community Development Block Grant CARES Act funding allocation of $305,833 to the City as a subrecipient of the County of San Joaquin, and

WHEREAS, utility bill payment relief programs for income-qualified individuals, are an eligible use under the CARES Act, and

WHEREAS, in response to the coronavirus pandemic and the State Stay at Home Order, businesses have closed, laying-off or furloughing employees creating financial hardships including the ability for some Tracy residents to pay their City utility bills, and

WHEREAS, the City Council of the City of Tracy desires to aid eligible residents who have suffered financial hardships due to impacts of COVID-19, by allocating $30,000 in funding from the City's CARES Act Community Development Block Grant funding allocation for utility bill relief.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves an allocation of $30,000 for a City utility bill relief program from the City's Cares Act Community Development Block Grant Funding.

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

The foregoing Resolution 2020_____ was adopted by Tracy City Council on the 2nd day of June 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 3.A

REQUEST

PUBLIC HEARING TO INTRODUCE AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, CHAPTER 3.08 OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

EXECUTIVE SUMMARY

To allow the Police Department to enforce posted traffic speed on streets with use of radar equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). The CVC requires completion of engineering and traffic surveys to establish posted speeds once every five years. Staff has recently completed engineering and traffic surveys to update speed limits on 21 arterial and collector streets in accordance with the CVC and California Manual of Uniform Traffic Control Devices (CAMUTCD) and recommends introducing an ordinance to amend special speed zones.

DISCUSSION

The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. To allow the Police Department to fully utilize the equipment, it is necessary to establish speed limits in accordance with the requirements of the CVC, which include completion an engineering and traffic study every five years.

Section 3.08.580, Article 12, Chapter 3.08 of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established on the basis of engineering and traffic surveys and the applicable traffic engineering standards. Speed limits in the vicinity of schools are posted in accordance with the requirements of the CVC and CAMUTCD. Since these surveys are good for a period of five years, an amendment to the Municipal Code is necessary after every five years to update these surveys resulting in an update of posted speeds.

An engineering and traffic survey was completed on a total of 33 segments of arterial and collector streets by the Engineering Division; these 33 segments are distributed across 21 arterial and collector roadways. This survey will update the posted speeds and provide the basis for the proposed amendments of the Municipal Code; thus resulting in continuation of special speed zones with updated speed limits on the street segments listed in Attachment A.

This update to the City's traffic regulations will establish radar enforceable speed limit zones for arterial and collector streets including: Arbor Road, Brichetto Road, Byron Road, Chrisman Road, Corral Hollow Road, East Street, Eleventh Street, Glenbriar Drive, Grant Line Road, Holly Drive, Kavanagh Avenue, Lincoln Boulevard, Lowell Avenue, MacArthur Drive, Parker Avenue, Parkside Drive, Pescadero Avenue, Schulte Road, Tennis Lane, Tracy Boulevard, and Valpico Road.

The results of the speed survey support changing existing speed limits on 10 street segments and the posted speed on remaining streets segments remain unchanged.

The following table lists the proposed changes on 10 street segments:

Street	Segment	Previously Established	Newly Established	Change
Arbor Road	Holly Drive to MacArthur Drive	35	40	5 mph up
Byron Road	Corral Hollow Road to Lammers Road	40	45	5 mph up
Chrisman Road	Valpico Road to North City Limits	45	50	5 mph up
East Street	Grant Line Road to Eleventh Street	25	30	5 mph up
Holly Drive	Grant Line Road to Clover Road	25	30	5 mph up
MacArthur Dr	Eleventh Street to SPRR Tracks	30	35	5 mph up
Parkside Dr	Winter Lane to Corral Hollow Rd	25	30	5 mph up
Pescadero Avenue	2,500' East of MacArthur Drive to East City Limits	40	45	5 mph up
Tracy Blvd	Linne Road to South City Limits	40	45	5 mph up
Tracy Blvd	North City Limits to Larch Road	35	40	5 mph up

The segments along East Street and Holly Drive have school zones. Pursuant to CVC Section 22358.4 it is recommended to establish prima facie speed limit of 15 mph within 500 feet of school grounds and an extended prima facie speed limit of 25 mph within 500 feet -1000 feet of the school grounds. This will be established by the installing a CAMUTCD School Speed Limit Assembly C (CA) sign showing the established prima facie speed limits at the above prescribed distances. This installation is in accordance with CVC Section 22358.4 (a) (2).

The *East Street – Sixth Street to Grant Line Road* segment is recommended to be split into two segments – *Grant Line Road to Eleventh Street,* and *Eleventh Street to Sixth Street.* There is no change to the speed limit of the *Eleventh Street to Sixth Street* segment and it remains at 25 mph. After splitting the segment, the *East Street – Sixth Street to Grant Line Road* segment is to be removed from TMC Section 3.08.580 to avoid duplication of segments.

The *Holly Drive – Eleventh Street to Clover Road* segment is recommended to be split into two segments – *Grant Line Road to Clover Road,* and *Eleventh Street to Grant Line Road.* There is no change to the speed limit of the *Eleventh Street to Grant Line Road* segment and it remains at 25 mph. After splitting the segment, the *Holly Drive – Eleventh Street to Clover Road* segment is to be removed from TMC Section 3.08.580 to avoid duplication of segments.

The *Lowell Avenue – Blandford Lane to Corral Hollow Road* segment is recommended to be split into two segments – *Blandford Lane to Orchard Parkway,* and *Orchard Parkway to Corral Hollow Road.* There is no change to the speed limit of the two segments and it remains at 30 mph. After splitting the segment, the *Lowell Avenue – Blandford Lane to Corral Hollow Road* segment is to be removed from TMC Section 3.08.580 to avoid duplication of segments.

Therefore, the proposed ordinance would add the following 6 roadway segments for radar enforcement:

Street	Segment	Previously Established	Newly Established	Change
East Street	Grant Line Road to Eleventh Street	25	30	5 mph up
East Street	Eleventh Street to Sixth Street	25	25	No Change
Holly Drive	Grant Line Road to Clover Road	25	30	5 mph up
Holly Drive	Eleventh Street to Grant Line Road	25	25	No Change
Lowell Avenue	Blandford Lane to Orchard Parkway	30	30	No Change
Lowell Avenue	Orchard Parkway to Corral Hollow Road	30	30	No Change

The proposed ordinance would remove the following 3 roadway segments to avoid duplication of road segments:

Street	Segment	Previously Established	Newly Established	Change
East Street	Sixth Street to Grant Line Road			Delete
Holly Drive	Eleventh Street to Clover Road			Delete
Lowell Avenue	Blandford Lane to Corral Hollow Road			Delete

The recommendations are based upon the 85th percentile speed of surveyed moving vehicles on those streets with consideration given to the existing road site conditions such as street alignment, classification, collisions, etc. The CVC allows further adjustment of the surveyed speed based upon the above conditions. The research indicates that posting speeds lower than the closest 85th percentile speed does not lower the speed of motorists.

The Police Department has reviewed the surveys and concurs with the proposed speed limits. A copy of the proposed Ordinance Amendment is provided as Exhibit C. Exhibit D provides an update of the TMC section 3.08.580 special speed zone table.

A copy of all engineering and traffic surveys certified as correct by the City Engineer will be maintained in the Engineering Division files with a duplicate copy on file with the Police Department.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Priority, and specifically implements the following goal:

Goal 1: Support Efforts to Enhance Citywide Traffic Conditions

FISCAL IMPACT

Enforcement of speed limits is a budgeted item and is the Police Department's responsibility. Signing and striping changes as the result of speed changes will be performed by Public Works staff. Signing and striping is also a budgeted item.

RECOMMENDATION

Staff recommends that City Council introduce and waive the full reading of an ordinance amending Section 3.08.580, "Special Speed Zone," Article 12, Chapter 3.08 of the Traffic Regulations of the Tracy Municipal Code.

Prepared by: Anju Pillai, PE, Associate Civil Engineer

Reviewed by: Zabih Zaca, PE, Senior Civil Engineer
Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

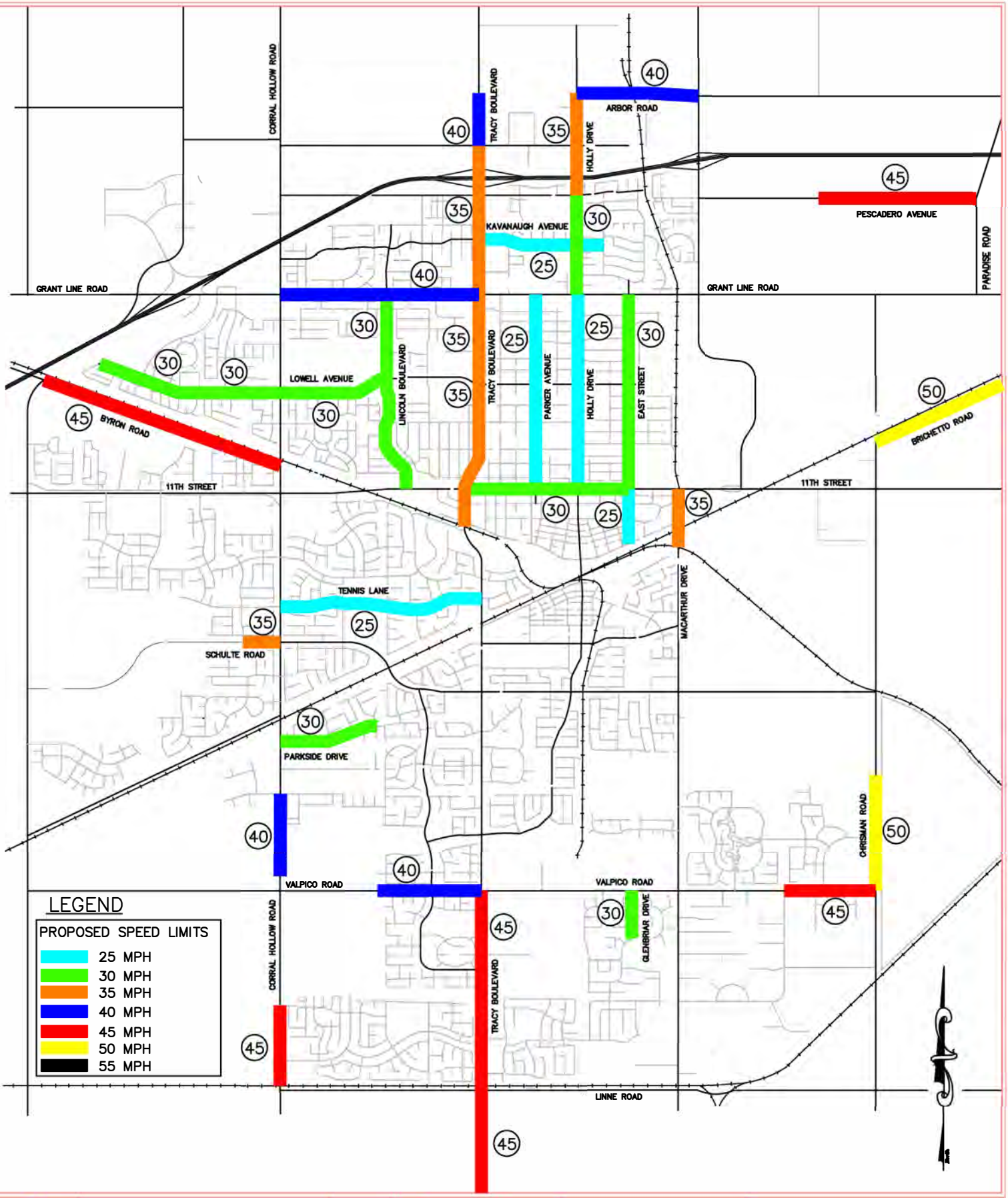
Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

Attachment A – Speed Survey Locations
Attachment B – Speed Zone Map
Attachment C – Ordinance
Attachment D – TMC Section Special Speed Zone Table 2019
Attachment E – Speed Zone Report December 2019

ATTACHMENT A						
SR. NO.	**SEGMENT**	**FROM**	**TO**	**PREVIOUSLY ESTABLISHED SPEED LIMIT**	**85TH PERCENTILE SPEED**	**PROPOSED SPEED**
1	ARBOR ROAD	HOLLY DRIVE	MACARTHUR DRIVE	35	46	40
2	BRICHETTO ROAD	CHRISMAN ROAD	EAST CITY LIMITS	50	57	50
3	BYRON ROAD	CORRAL HOLLOW ROAD	LAMMERS ROAD	40	49	45
4	CHRISMAN ROAD	VALPICO ROAD	NORTH CITY LIMITS	45	55	50
5	CORRAL HOLLOW ROAD	PARKSIDE DRIVE	VALPICO ROAD (CITY SEG)	40	46	40
6	CORRAL HOLLOW ROAD	PEONY DRIVE	LINNE ROAD (CITY SEG)	45	49	45
7	EAST STREET	GRANT LINE ROAD	ELEVENTH STREET	25	33	30
8	EAST STREET	ELEVENTH STREET	SIXTH STREET	25	30	25
9	ELEVENTH STREET	TRACY BLVD.	EAST STREET	30	36	30
10	GLENBRIAR DRIVE	VALPICO ROAD	GLENBRIAR CR	30	33	30
11	GRANT LINE ROAD	CORRAL HOLLOW ROAD	TRACY BLVD.	40	46	40
12	HOLLY DRIVE	GRANT LINE ROAD	CLOVER ROAD	25	33	30
13	HOLLY DRIVE	CLOVER ROAD	ARBOR ROAD (N CITY LIM)	35	42	35
14	HOLLY DRIVE	ELEVENTH STREET	GRANT LINE ROAD	25	32	25
15	KAVANAGH AVENUE	TRACY BLVD.	BALBOA DRIVE	25	30	25
16	LINCOLN BLVD	ELEVENTH STREET	GRANT LINE ROAD	30	37	30
17	LOWELL AVENUE	CORRAL HOLLOW ROAD	LINCOLN BLVD.	30	37	30
18	LOWELL AVENUE	BLANDFORD LANE	ORCHARD PARKWAY	30	37	30
19	LOWELL AVENUE	ORCHARD PARKWAY	CORRAL HOLLOW ROAD	30	35	30

EXHIBIT A						
SR. NO.	**SEGMENT**	**FROM**	**TO**	**PREVIOUSLY ESTABLISHED SPEED LIMIT**	**85TH PERCENTILE SPEED**	**PROPOSED SPEED**
20	MACARTHUR DRIVE	ELEVENTH STREET	SPRR TRACKS	30	40	35
21	PARKER AVENUE	ELEVENTH STREET	GRANT LINE ROAD	25	32	25
22	PARKSIDE DRIVE	WINTER LANE	CORRAL HOLLOW ROAD	25	35	30
23	PESCADERO AVENUE	2500' EAST OF MACARTHUR DR	EAST CITY LIMITS	40	51	45
24	SCHULTE ROAD	BARCELONA DRIVE	CORRAL HOLLOW ROAD	35	42	35
25	TENNIS LANE	TRACY BLVD.	CORRAL HOLLOW ROAD	25	32	25
26	TRACY BLVD.	LARCH ROAD	GRANT LINE ROAD	35	38	35
27	TRACY BLVD.	GRANT LINE ROAD	LOWELL AVENUE	35	39	35
28	TRACY BLVD.	LINNE ROAD	SOUTH CITY LIMITS	40	52	45
29	TRACY BLVD.	LOWELL AVENUE	SIXTH STREET	35	38	35
30	TRACY BLVD.	VALPICO ROAD	LINNE ROAD	45	49	45
31	TRACY BLVD.	NORTH CITY LIMITS	LARCH ROAD	35	45	40
32	VALPICO ROAD	WEST CITY LIMITS	TRACY BLVD.	40	45	40
33	VALPICO ROAD	FAIROAKS DRIVE	CHRISMAN ROAD (E CITY LIM)	45	50	45



Think Inside the Triangle

TRAFFIC SPEED SURVEY UPDATE 2019 ATTACHMENT B

DESIGNED BY	ET
DRAWN BY	ET
CHECKED BY	AP
SCALE	NTS

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET 1 OF 1 SHEETS

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

ROBERT ARMIJO CITY ENGINEER DATE

ATTACHMENT C

ORDINANCE _____

AMENDING SECTION 3.08.580, OF ARTICLE 12, OF CHAPTER 3.08 (TRAFFIC REGULATIONS) OF TITLE 3 (PUBLIC SAFETY) OF THE TRACY MUNICIPAL CODE

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets, and

WHEREAS, Subsection (c) of California Vehicle Code section 40803 provides that evidence of conducting a speed zone survey within the last five years to establish the prima facie speed for a local street or road shall constitute a prima facie case that such local street or road is not a speed trap for the purposes of radar enforcement, and

WHEREAS, City staff completed an Engineering & Traffic survey in December 2019, and

WHEREAS, The survey supports prima facie speed limits for certain new street portions as set forth below;

NOW THEREFORE, The City Council of the City of Tracy does ordain as follows:

SECTION 1: Amended Section. Section 3.08.580 of Article 12 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 portions:

Name of Street and Portion Affected	**Declared Prima Facie Speed Limit** (Miles per Hour)
- **Arbor Road** Holly Drive to MacArthur Drive	40
- **Byron Road** Corral Hollow Road to Lammers Road	45
- **Chrisman Road** Valpico Road to North City Limits	50
- **East Street** - Grant Line Road to Eleventh Street	30
- **Holly Drive** - Grant Line Road to Clover Road	30
- **MacArthur Drive** Eleventh Street to SPRR Tracks	35
- **Parkside Drive** Winter Lane to Corral Hollow Drive	30
-**Pescadero Avenue** 2,500’ East of MacArthur Drive to East City Limits	45

- **Tracy Blvd** Linne Road to South City Limits	45
- **Tracy Blvd** North City Limits to Larch Road	40

SECTION 2: Amended Section. Section 3.08.580 of Article 12 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to add the below described street portions and their previously established Declared Prima Facie Speed Limit (Miles per Hour):

Name of Street and Portion Affected	**Declared Prima Facie Speed Limit** (Miles per Hour)
- **East Street** Grant Line Road to Eleventh Street	30
- **East Street** Eleventh Street to Sixth Street	25
- **Holly Drive** Grant Line Road to Clover Road	30
- **Holly Drive** Eleventh Street to Grant Line Road	25
-**Lowell Avenue** Blandford Lane to Orchard Parkway	30
-**Lowell Avenue** Orchard Parkway to Corral Hollow Road	30

SECTION 3: Amended Section. Section 3.08.580 of Article 12 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to delete the below street sections to avoid duplication of street segments:

Name of Street and Portion Affected	**Declared Prima Facie Speed Limit** (Miles per Hour)
- **East Street** Sixth Street to Grant Line Road	25
- **Holly Drive** Eleventh Street to Clover Road	25
- **Lowell Avenue** Blandford Lane to Corral Hollow Road	25

SECTION 4: 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 5: 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 6: 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 7: Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 8: 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.)

* *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 2nd day of June 2020, and finally adopted on the _____ day of _____, 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

Attachment D

3.08.580 Special speed zone Table

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Arbor Road	
Holly Drive to MacArthur Drive	40
- Balboa Drive	
Portola Way to Clover Road	25
Portola Way to Kavanagh Avenue	25
- Barcelona Drive	
Cypress Drive to Schulte Road	25
- Beechnut Avenue	
Sequoia Boulevard to Tracy Boulevard	30
- Beverly Place	
Lincoln Boulevard to Tracy Boulevard	25
- Brichetto Road	
Chrisman Road to east City limits	50
- Brookview Drive	
Regis Drive to Reids Way	30
Reids Way to Glenbrook Drive	25
- Buthmann Avenue	
Grant Line Road to Clover Road	25
- Byron Road	
Corral Hollow Road to Lammers Road	45
- Central Avenue	
Sycamore Parkway to Tracy Boulevard	35
Tracy Boulevard to Mount Diablo Avenue	30
Mount Diablo Avenue to Eleventh Street	25
- Chester Drive	
Eaton Avenue to Lowell Avenue	25
- Chrisman Road	

Valpico Road to north City limits	50
Grant Line Road to Paradise Avenue	40
Paradise Avenue to RR Tracks (south of Paradise Ave)	40
- Clover Road	
West City limits to Holly Drive	25
- Corral Hollow Road	
Eleventh Street to Parkside Drive	40
Grant Line Road to Eleventh Street	40
North City limits to Grant Line Road	35
Parkside Drive to Valpico Road (City limits)	40
Schulte Rd to Eleventh St	45
Valpico Road to Linne Road (City limits)	45
I-580 to south City Limits	55
1100’ south of Linne Road to I-580	50
- Crossroads Drive	
Eleventh Street to Gaines Lane	25
Greystone Drive to Eleventh Street	30
- Cypress Drive	
Corral Hollow Road to Summer Lane	30
Hickory Avenue to Corral Hollow Road	25
- Dominique Drive	
Eastlake Circle to Elissagary Drive	30
- Dove Drive/Way	
Sycamore Parkway to Starflower Drive	25
- East Lake Circle	
Crater Place to Lakeview Drive (East side)	25
Crater Place to Lakeview Drive (West side)	25
- East Street	
Grant Line Road to Eleventh Street	30
Eleventh Street to Sixth Street	25
- Eaton Avenue	
Richard Drive to East Street	25

- Eleventh Street	
Beginning of Bridge to East City Limits	45
Corral Hollow Road to Lincoln Boulevard	35
East Street to east City limits	35
Lammers Road to Corral Hollow Road	45
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	30
West City limits to Lammers Road	55
- Entrada Way	
Grant Line Road to Portola Way	25
- Fabian Road	
Lammers Road to Mamie Anderson Lane	35
- Fourth Street	
Tracy Boulevard to Central Avenue	35
- Glenbriar Drive	
Valpico Road to Glenbriar Circle	30
- Glenbrook Drive	
Brookview Drive to MacArthur Drive	25
- Grant Line Road	
Corral Hollow Road to Tracy Boulevard	40
MacArthur Drive to east City Limits	45
Tracy Boulevard to MacArthur Drive	40
West City limits to Corral Hollow Road	40
West City limits/Byron Road to Corral Hollow Road	40
- Hansen Road	
Schulte Road to I-205 (City Limits)	50
- Henley Parkway	
Bridle Creek Drive to Lowell Avenue	35
- Holly Drive	
Clover Road to the north City limits	35
Grant Line Road to Clover Road	30
Eleventh Street to Grant Line Road	25

- Jackson Avenue	
Crossroads Drive to Jefferson Parkway	25
- Jefferson Parkway	
Eleventh Street to Jackson Avenue	30
- Joe Pombo Parkway	
Lowell Avenue to Grant Line Road	35
- Kavanagh Avenue	
Corral Hollow Road to Tracy Boulevard	25
Tracy Boulevard to Balboa Drive	25
- Lammers Road	
Eleventh Street to Byron Road	40
Eleventh Street to City limits south of Jaguar Run	45
Montgomery Lane to Byron Road	25
Redbridge Drive to Schulte Road (City limits)	45
Schulte Road to Eleventh Street (City limits)	50
- Lankershire Drive	
Montgomery Lane to Byron Road	25
- Larch Road	
Tracy Boulevard to Holly Drive	35
- Lauriana Lane	
Schulte Road to Cypress Avenue	30
- Lincoln Boulevard	
Eleventh Street to Grant Line Road	30
- Linne Road	
West City limits to East City limits	50
- Lowell Avenue	
Blandford Lane to Orchard Parkway	30
Orchard Parkway to Corral Hollow Road	30
Corral Hollow Road to Lincoln Boulevard	30
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	25
- MacArthur Drive	

Eleventh Street to I-205 Interchange	40
Fair Oaks Drive to Valpico Road	45
Schulte Road to SPRR Tracks	40
South City limits to Fair Oaks Drive	40
SPRR Tracks to Eleventh Street	35
Valpico to Schulte Road	40
I-205 Interchange to north City limits	40
- Middlefield Drive	
Corral Hollow Road to Whispering Wind Drive	35
Whispering Wind Drive to Peony Drive	25
- Mountain House Parkway	
Schulte Road (old) to Berkeley Road	40
Berkeley Road to I-205 (City Limits)	45
- Mt. Diablo Avenue	
Tracy Boulevard to Central Avenue	25
Central Avenue to MacArthur Drive	25
- Naglee Road	
Grant Line Road to north City limits	35
- Orchard Parkway	
Lowell Avenue to Grant Line Road	35
- Paradise Avenue	
Grant Line Road to north City limits	45
Grant Line Road to Chrisman Road	40
- Parker Avenue	
Eleventh Street to Grant Line Road	25
- Parkside Drive	
Winter Lane to Corral Hollow Road	30
- Pescadero Avenue	
MacArthur Drive to 2,500' east of MacArthur Drive	35
2,500' east of MacArthur Drive to east City limits	45
- Portola Way	
Balboa Drive to Entrada Way	25

Holly Drive to Entrada Way	25
- Presidio Place	
Jackson Avenue to Compton Place	25
- Richard Drive	
Lincoln Boulevard to Eaton Avenue	25
- Schulte Road	
Barcelona Drive to Mabel Josephine Drive	40
Corral Hollow Road to Barcelona Drive	35
Corral Hollow Road to Tracy Boulevard	40
Corral Hollow Road to west City limits (along RR tracks)	45
Mountain House Parkway to Hansen Road	40
Hansen Road to east City limit	50
Tracy Boulevard to MacArthur Drive	40
- Sequoia Boulevard	
Alden Glen Drive to Beechnut Street	25
- Sixth Street	
Tracy Boulevard to MacArthur Drive	30
- Starflower Drive	
Corral Hollow Road to Dove Drive/Way	25
- Summer Lane	
Eleventh Street to Brittany Place	25
- Sycamore Parkway	
Tracy Boulevard to Valpico Road	30
Valpico Road to Schulte Road	35
- Tennis Lane	
Corral Hollow Road to Jill Drive	25
Tracy Boulevard to Corral Hollow Road	25
- Tenth Street	
Civic Center Drive to MacArthur Drive	25
Tracy Boulevard to East Street	25
Tracy Boulevard to MacArthur Drive	25
- Third Street	

Central Avenue to Mt. Diablo Avenue	25
- Tracy Boulevard	
Grant Line Road to Larch Road	35
Larch Road to the north City limits	40
Linne Road to Valpico Road	45
Lowell Avenue to Grant Line Road	35
Schulte Road to Sixth Street	40
Sixth Street to Lowell Avenue	35
South City limits to Linne Road	45
Valpico to Schulte Road	45
- Valpico Road	
Fairoaks Drive to east City limits	45
MacArthur Drive to Fairoaks Drive	40
Tracy Boulevard to MacArthur Drive	40
West City limits to Tracy Boulevard	40
-Western Pacific Way	
West City Limits to Corral Hollow Road	50
- Whispering Wind Drive	
St. Regis Drive to Tracy Boulevard	30
Tracy Boulevard to Middlefield Drive	30

The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except on the basis of an engineering and traffic survey. The provisions of this section shall not apply in respect to the twenty-five (25) mile per hour prima facie speed limit which is applicable when passing a school building or the grounds thereof

City of Tracy

Engineering & Traffic Survey Report
December 2019

Engineering Division
Development Services Department

I. Index

Sr.No	Item Description	Page
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2	Introduction	2
3	Study Procedures	4
4	Traffic & Engineering Studies	6
5	Engineering & traffic surveys recommendations	7
6	Speed Survey Data Sheets	32

December
2019

Engineering & Traffic Survey Report

II. INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in the year 2019 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:

- Arbor Road - Holly Drive to MacArthur Drive
- Brichetto Road - Chrisman Road to East City Limits
- Byron Road - Corral Hollow Road to Lammers Road
- Chrisman Road - Valpico Road to North City Limits
- Corral Hollow Road - Parkside Drive to Valpico Road (City Seg)
- Corral Hollow Road – Peony Drive to Linne Road (City Seg)
- East Street – Grant Line Road to Eleventh Street
- East Street – Eleventh Street to Sixth Street
- Eleventh Street – Tracy Boulevard to East Street
- Glenbriar Drive – Valpico Road to Glenbriar Circle
- Grant Line Road – Corral Hollow Road to Tracy Boulevard
- Holly Drive – Grant Line Road to Clover Road
- Holly Drive – Clover Road to Arbor Road (North City Limit)
- Holly Drive – Eleventh Street to Grant Line Road
- Kavanagh Avenue – Tracy Boulevard to Balboa Drive
- Lincoln Boulevard – Eleventh Street to Grant Line Road
- Lowell Avenue – Corral Hollow Road to Lincoln Boulevard
- Lowell Avenue – Blandford Lane to Orchard Parkway
- Lowell Avenue – Orchard Parkway to Corral Hollow Road
- MacArthur Drive – Eleventh Street to SPRR Tracks
- Parker Avenue – Eleventh Street to Grant Line Road
- Parkside Drive- Winter Lane to Corral Hollow Road
- Pescadero Avenue – 2500 Ft East of MacArthur to East City Limit
- Schulte Road – Barcelona Drive to Corral Hollow Road
- Tennis Lane – Tracy Boulevard to Corral Hollow Road
- Tracy Boulevard – Larch Road to Grant Line Road
- Tracy Boulevard – Grant Line Road to Lowell Avenue
- Tracy Boulevard – Linne Road to South City Limits

- Tracy Boulevard – Lowell Avenue to Sixth Street
- Tracy Boulevard - Valpico Road to Linne Road
- Tracy Boulevard – North City Limits to Larch Road
- Valpico Road – West City Limits to Tracy Boulevard
- Valpico Road – Fairoaks Drive to Chrisman Road (East City Limit)

III. STUDY PROCEDURES

Section 22352, from 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) Not withstanding 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

For each survey section, computer analysis and calculations were performed on the field data to obtain several key parameters. The computer analysis printouts are included in the appendix of this report. A list of these parameters and a brief discussion of each follow:

50th Percentile Speed. The 50th percentile speed is the speed above and below which 50 percent of the sample speeds lie. This is also known as the median or middle speed.

85th Percentile Speed. The 85th percentile speed, or the critical speed, is the speed at or below which 85 percent of the observed vehicles are traveling. Traffic engineers generally consider that at least 85 percent of all motorists will drive at speeds that are reasonable and prudent for the prevailing conditions, without the benefit of posted speed limits, signs, or enforcement. Therefore, the

85th percentile speed is a good preliminary indicator of the appropriate speed limit that can be imposed, after taking into consideration all other secondary factors such as historical collision occurrence, traffic volumes, road features, and other special constraints.

Pace Speed. The pace speed is the ten-mile-per-hour increment that contains the greatest number of observed vehicles. In general, the 85th percentile speed and the recommended speed limit should lie within the upper range of the pace. This parameter is also a good indicator of a reasonable and appropriate speed limit.

Range of Speeds. The range of speeds is simply the speeds of the fastest and slowest vehicles observed. A large range of speeds, say in excess of 30 mph, indicates unfavorable road conditions that lead to inconsistent traffic stream and great likelihood of traffic collisions.

Average speed. The average speed is a simple arithmetic mean of all speeds observed in a single sample.

Collision Review

At this point, a good initial estimate of the appropriate speed limit for each of the street sections has been determined. However, as a first check, it is necessary to validate these estimates by carefully reviewing the historical collision occurrences within the last two years. The location and severity of collision occurrences, of well as their frequency are considered before a final speed limit is recommended for each road section. The intersection related collisions were not included for speed zone study.

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.

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.

IV. 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.

V. ENGINEERING & TRAFFIC SURVEY RECOMMENDATIONS

- **Arbor Road**

  Holly Drive to MacArthur Drive

  This segment of Arbor Road is a two-lane Eastbound and Westbound rural road. The segment is approximately 0.62 miles in length and 23 feet in width. There are driveways that front the roadway. The previously established speed limit in this section is 35 mph.

  There were 2 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	37 mph. - 46 mph.
85th percentile speed	46 mph.
50th percentile speed	42 mph.

  The 85th percentile speed indicates a speed of 46 mph. The presence of driveways in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 40 mph.

  The recommended speed limit for this section therefore is 40 mph.

- **Brichetto Road**

  Chrisman Road to East City Limits

  This segment of Brichetto Road is a two-lane Eastbound and Westbound rural road. The segment is approximately 1.12 miles in length and 22 feet in width. There are driveways that front the roadway. The previously established speed limit in this section is 50 mph.

  There were 2 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	44 mph. - 53 mph.
85th percentile speed	57 mph.
50th percentile speed	49 mph.

  The 85th percentile speed indicates a speed of 57 mph. The presence of driveways in this segment justifies the downgrading of the 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.

- **Byron Road**

Corral Hollow Road to Lammers Road

This segment of Byron Road is a major collector with two lanes and two way left turn lanes. The segment is approximately 1.30 miles in length and 36 feet in width. There is a bike lane and driveways that front the roadway. The previously established speed limit in this section is 40 mph.

There were 33 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	40 mph. - 49 mph.
85th percentile speed	49 mph.
50th percentile speed	44 mph.

The 85th percentile speed indicates a speed of 49 mph. The presence of driveways in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 45 mph.

The recommended speed limit for this section therefore is 45 mph.

- **Chrisman Road**

  Valpico Road to North City Limits.

  This segment of Chrisman Road is a two-lane rural road without a median island. The segment is approximately 0.50 miles in length and 36 feet in width. There are driveways that front the roadway. The previously established speed limit in this section is 45 mph.

  There were 3 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	47 mph. - 56 mph.
85th percentile speed	55 mph.
50th percentile speed	50 mph.

  The 85th percentile speed indicates a speed of 55 mph. The presence of driveways in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 50 mph.

  The recommended speed limit for this section therefore is 50 mph.

- **Corral Hollow Road**

Parkside Drive to Valpico Road

This segment of Corral Hollow Road is a two-lane arterial road. The segment is approximately 0.76 miles in length and 24 feet in width. There are driveways that front the roadway. The previously established speed limit in this section is 40 mph.

There were 3 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	36 mph. - 45 mph.
85th percentile speed	46 mph.
50th percentile speed	42 mph.

The 85th percentile speed indicates a speed of 46 mph. The presence of driveways in this segment 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.

Peony Drive and Linne Road

This segment of Corral Hollow Road is a two-lane arterial road. The segment is approximately 0.45 miles in length and 56-82 feet in width. There are bike lanes that are present on the roadway. The previously established speed limit in this section is 45 mph.

There were 22 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	38 mph. - 47 mph.
85th percentile speed	49 mph.
50th percentile speed	44 mph.

The 85th percentile speed indicates a speed of 49 mph. The presence of driveways in this segment justifies the downgrading of the 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.

- **East Street**

Eleventh Street to Sixth Street

This segment of East Street is a two-lane Northbound and Southbound minor arterial road. The segment is approximately 0.27 miles in length and 38 feet in width. There are residential driveways that front the roadway and the street fronts the Tracy Community Center. The previously established speed limit in this section is 25 mph.

There were 18 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	21 mph. - 30 mph.
85th percentile speed	30 mph.
50th percentile speed	26 mph.

The 85th percentile speed indicates a speed of 30 mph. The presence of driveways in this segment justifies the downgrading of the 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.

Grant Line Road to Eleventh Street

This segment of East Street is a two-lane Northbound and Southbound minor arterial road. The segment is approximately 1 mile in length and 35 feet in width. There are residential driveways that front the roadway and the street fronts Tracy High and Lincoln Park. The previously established speed limit in this section is 25 mph.

There were 51 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	25 mph. - 34 mph.
85th percentile speed	33 mph.
50th percentile speed	29 mph.

The 85th percentile speed indicates a speed of 33 mph. The presence of residential driveways, on street parking, Tracy High school, and Lincoln Park in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 30 mph.

The recommended speed limit for this section therefore is 30 mph.

- **Eleventh Street**

Tracy Blvd. to East Street

This segment of Eleventh Street is a four-lane major arterial road with two way left turn lanes. The segment is approximately 0.83 miles in length and 50 feet in width. The previously established speed limit in this section is 30 mph.

There were 75 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	27 mph. - 36 mph.
85th percentile speed	36 mph.
50th percentile speed	32 mph.

The 85th percentile speed indicates a speed of 36 mph. The presence of driveways in this segment justifies the downgrading of the 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.

- **Glenbriar Drive**

  Valpico Road to Glenbriar Circle

  This segment of Glenbriar Drive is a two-lane residential collector road. The segment is approximately 0.25 miles in length and 42 feet in width. There is parking on both sides of the roadway. This is also a residential area. The previously established speed limit in this section is 30 mph.

  There were 0 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	24 mph. - 33 mph.
85th percentile speed	33 mph.
50th percentile speed	29 mph.

  The 85th percentile speed indicates a speed of 33 mph. The presence of street parking, neighborhood park, and residential 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 at 30 mph.

  The recommended speed limit for this section therefore is 30 mph.

- **Grant Line Road**

  Corral Hollow Road to Tracy Blvd.

  This segment of Grant Line Road is a four-lane Eastbound and Westbound major arterial road with a portion of a median island. The segment is approximately 0.99 miles in length and 70 feet in width. There are bike lanes on the roadway. The previously established speed limit in this section is 40 mph.

  There were 97 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	36 mph. - 45 mph.
85th percentile speed	46 mph.
50th percentile speed	42 mph.

  The 85th percentile speed indicates a speed of 46 mph. The presence of bike lanes 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.

- **Holly Drive**

  Eleventh Street to Grant Line Road

  This segment of Holly Drive is a two-lane minor arterial road. The segment is approximately 1 mile in length and 44 feet in width. There are driveways that front the roadway as well as on street parking and schools at Eaton, Beverly Place, and the library. The previously established speed limit in this section is 25 mph.

  There were 40 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	25 mph. - 34 mph.
85th percentile speed	32 mph.
50th percentile speed	29 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of on street parking, driveways, and schools on this segment justifies the downgrading of the 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.

  Clover Road to Arbor Road

  This segment of Holly Drive is a two-lane minor arterial road. The segment is approximately 0.53 miles in length and 28 feet in width. This is a commercial area near the waste water treatment plant and there is an adjacent 25 mph speed zone. The previously established speed limit in this section is 35 mph.

  There were 16 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	31 mph. - 40 mph.
85th percentile speed	42 mph.
50th percentile speed	37 mph.

  The 85th percentile speed indicates a speed of 42 mph. The presence of WWTP, commercial 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 at 35 mph.

  The recommended speed limit for this section therefore is 35 mph.

Grant Line Road to Clover Road

This segment of Holly Drive is a two-lane minor arterial road. The segment is approximately 0.50 miles in length and 37 feet in width. There are on street parking, residential driveways, and North Elementary School on Kavanagh. The previously established speed limit in this section is 25 mph.

There were 24 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	24 mph. - 33 mph.
85th percentile speed	33 mph.
50th percentile speed	30 mph.

The 85th percentile speed indicates a speed of 33 mph. The presence of on street parking, residential driveways, and North Elementary School in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 30 mph.

The recommended speed limit for this section therefore is 30 mph.

- **Kavanagh Avenue**

  Tracy Blvd to Balboa Drive

  This segment of Kavanagh Avenue is a two-lane residential/collector road. The segment is approximately 0.64 miles in length and 39 feet in width. There is street parking allowed and North Elementary School is along the segment. The previously established speed limit in this section is 25 mph.

  There were 16 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	21 mph. - 30 mph.
85th percentile speed	30 mph.
50th percentile speed	26 mph.

  The 85th percentile speed indicates a speed of 30 mph. The presence of street parking and schools in this segment justifies the downgrading of the 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.

- ***Lincoln Blvd.***

  Eleventh Street to Grant Line Road

  This segment of Lincoln Blvd. is a four-lane minor arterial road. The segment is approximately 1.04 miles in length and 60 feet in width. There is on street parking, residential driveways, and bike lanes along the segment. The previously established speed limit in this section is 30 mph.

  There were 52 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	29 mph. - 38 mph.
85th percentile speed	37 mph.
50th percentile speed	34 mph.

  The 85th percentile speed indicates a speed of 37 mph. The presence of on street parking, bike lanes and driveways in this segment justifies the downgrading of the 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.

- ***Lowell Avenue***

  Corral Hollow Road to Lincoln Blvd.

  This segment of Lowell Avenue is a four-lane major collector with a median island. The segment is approximately 0.55 miles in length and 60 feet in width. There are bikeways and West High School along the roadway. The previously established speed limit in this section is 30 mph.

  There were 27 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	30 mph. - 39 mph.
85th percentile speed	37 mph.
50th percentile speed	34 mph.

  The 85th percentile speed indicates a speed of 37 mph. The presence of bike lanes and schools on this segment justifies the downgrading of the 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.

  Blandford Lane to Orchard Parkway

  This segment of Lowell Avenue is a two-lane major collector road with a median island. The segment is approximately 0.72 miles in length and 24 feet in width. There are bike lanes, Art Freiler School, Galli Park and Thrasher Park on the roadway. The previously established speed limit in this section is 30 mph.

  There were 9 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	28 mph. - 37 mph.
85th percentile speed	37 mph.
50th percentile speed	33 mph.

  The 85th percentile speed indicates a speed of 37 mph. The presence of bike lanes, schools, and parks on this segment justifies the downgrading of the 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.

Orchard Parkway to Corral Hollow Road

This segment of Lowell Avenue is a two-lane major collector with a median island. The segment is approximately 0.27 miles in length and 42 feet in width. There are bike lanes along the roadway. The previously established speed limit in this section is 30 mph.

There were 22 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	28 mph. - 37 mph.
85th percentile speed	35 mph.
50th percentile speed	31 mph.

The 85th percentile speed indicates a speed of 35 mph. The presence of driveways in this segment justifies the downgrading of the 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.

- ***MacArthur Drive***

  Eleventh Street to SPRR Tracks

  This segment of MacArthur Drive is two-lane major arterial road. The segment is approximately 0.25 miles in length and 24 feet in width. There are bike paths, driveways, RR line along Mac Arthur Drive on the roadway. The previously established speed limit in this section is 30 mph.

  There were 34 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	32 mph. - 41 mph.
85th percentile speed	42 mph.
50th percentile speed	37 mph.

  The 85th percentile speed indicates a speed of 42 mph. The presence of railroad lines, driveways, bike paths in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 35 mph.

  The recommended speed limit for this section therefore is 35 mph.

- **Parker Avenue**

  Eleventh Street to Grant Line Road

  This segment of Parker Avenue is a two-lane minor arterial road. The segment is approximately 1 mile in length and 38 feet in width. There are driveways and on street parking, and schools near the roadway. The previously established speed limit in this section is 25 mph.

  There were 47 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	24 mph. - 33 mph.
85th percentile speed	32 mph.
50th percentile speed	29 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of driveways, schools, and parking on this segment justifies the downgrading of the 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.

- **Parkside Drive**

  Winter Lane to Corral Hollow Drive

  This segment of Parkside Drive is a two-lane residential collector road. The segment is approximately 0.49 miles in length and 33 feet in width. There are residential driveways on street parking, and Evans Park that front the roadway. The previously established speed limit in this section is 25 mph.

  There were 4 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	22 mph. - 31 mph.
85th percentile speed	35 mph.
50th percentile speed	28 mph.

  The 85th percentile speed indicates a speed of 35 mph. The presence of resi9dential driveways, on street parking, and Evans Park in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 30 mph.

  The recommended speed limit for this section therefore is 30 mph.

- **Pescadero Avenue**

  2500 ft. East of MacArthur Road to East City Limit

  This segment of Pescadero Avenue is a two-lane major arterial road in a commercial/agricultural area. The segment is approximately 0.88 miles in length and 28 feet in width. The previously established speed limit in this section is 40 mph.

  There were 3 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	39 mph. - 48 mph.
85th percentile speed	51 mph.
50th percentile speed	46 mph.

  The 85th percentile speed indicates a speed of 51 mph. The presence of industrial driveways in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 45 mph.

  The recommended speed limit for this section therefore is 45 mph.

- **Schulte Road**

  Barcelona Drive to Corral Hollow Road

  This segment of Schulte Road is a four-lane major arterial road with a median island. The segment is approximately 0.2 miles in length and 88 feet in width. There are bike lanes on the roadway. The previously established speed limit in this section is 35 mph.

  There were 15 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	33 mph. - 42 mph.
85th percentile speed	42 mph.
50th percentile speed	37 mph.

  The 85th percentile speed indicates a speed of 42 mph. The presence of bike lanes in this segment justifies the downgrading of the 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.

- **Tennis Lane**

  Tracy Blvd. to Corral Hollow Road

  This segment of Tennis Lane is a two-lane residential collector road. The segment is approximately 1.02 miles in length and 40 feet in width. There is on street parking, and Williams Middle School present on the roadway. The previously established speed limit in this section is 25 mph.

  There were 22 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	30 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of parking and schools in this segment justifies the downgrading of the 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 Blvd.**

Grant Line Road to Lowell Avenue

This segment of Tracy Boulevard is a four-lane arterial road with a median island. The segment is approximately 0.44 miles in length and 90-110 feet in width. Monte Vista School is on Lowell Avenue. The previously established speed limit in this section is 35 mph.

There were 57 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	32 mph. - 41 mph.
85th percentile speed	39 mph.
50th percentile speed	36 mph.

The 85th percentile speed indicates a speed of 39 mph. The presence of schools in this segment justifies the downgrading of the 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.

Larch Road to Grant Line Road

This segment of Tracy Boulevard is a four-lane arterial road with a median island. The segment is approximately 0.75 miles in length and 22 to 84 feet in width. There are industrial driveways that front the roadway. The previously established speed limit in this section is 35 mph.

There were 139 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	29 mph. - 38 mph.
85th percentile speed	38 mph.
50th percentile speed	34 mph.

The 85th percentile speed indicates a speed of 38 mph. The presence of industrial driveways in this segment justifies the downgrading of the 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.

Lowell Avenue to Sixth Street

This segment of Tracy Boulevard is a four/five lane-arterial road. The segment is approximately 0.76 miles in length and 55 to 80 feet in width. There are schools at Tenth Street, Beverly Street and Lowell Avenue that are near the roadway. The previously established speed limit in this section is 35 mph.

There were 66 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	27 mph. - 36 mph.
85th percentile speed	38 mph.
50th percentile speed	33 mph.

The 85th percentile speed indicates a speed of 38 mph. The presence of schools in this segment justifies the downgrading of the 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.

Linne Road to South City Limits

This segment of Tracy Boulevard is a two-lane Northbound and Southbound rural road. The segment is approximately 1.18 miles in length and 22 feet in width. Tracy airport is near the roadway. The previously established speed limit in this section is 40 mph.

There were 4 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	43 mph. - 52 mph.
85th percentile speed	52 mph.
50th percentile speed	46 mph.

The 85th percentile speed indicates a speed of 52 mph. The presence of the airport in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 45 mph.

The recommended speed limit for this section therefore is 45 mph.

North City Limits to Larch Road

This segment of Tracy Boulevard is a two-lane arterial road. The segment is approximately 0.80 miles in length and 22-45 feet in width. There are driveways that front the roadway. The previously established speed limit in this section is 35 mph.

There were 13 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	35 mph. - 44 mph.
85th percentile speed	45 mph.
50th percentile speed	39 mph.

The 85th percentile speed indicates a speed of 45 mph. The presence of driveways in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit changes to 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Valpico Road to Linne Road

This segment of Tracy Boulevard is a four-lane arterial road with a median island. The segment is approximately 1.01 miles in length and 64-82 feet in width. There are bike lanes that are on the roadway. The previously established speed limit in this section is 45 mph.

There were 29 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	40 mph. - 49 mph.
85th percentile speed	49 mph.
50th percentile speed	44 mph.

The 85th percentile speed indicates a speed of 49 mph. The presence of bike lanes in this segment justifies the downgrading of the 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.

- **Valpico Road**

West City Limits to Tracy Blvd.

This segment of Valpico Road is a four-lane arterial road. The segment is approximately 0.5 miles in length and 64-70 feet in width. There are bike lanes on the roadway. The previously established speed limit in this section is 40 mph.

There were 22 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	37 mph. - 46 mph.
85th percentile speed	45 mph.
50th percentile speed	41 mph.

The 85th percentile speed indicates a speed of 45 mph. The presence of bike lanes in this segment 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.

Fairoaks Drive to Chrisman Road

This segment of Valpico Road is a two-lane arterial road. The segment is approximately 0.5 miles in length and 38 feet in width. There are onside parking on the Southside of the road and a four way stop at Chrisman and Valpico Road. The previously established speed limit in this section is 45 mph.

There were 5 reported collisions on this roadway from January 2017 to December 2018.

10 mph pace speed	40 mph. - 49 mph.
85th percentile speed	50 mph.
50th percentile speed	44 mph.

The 85th percentile speed indicates a speed of 50 mph. The presence of on street parking in this segment justifies the downgrading of the 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.

VI. SPEED SURVEY DATA SHEETS

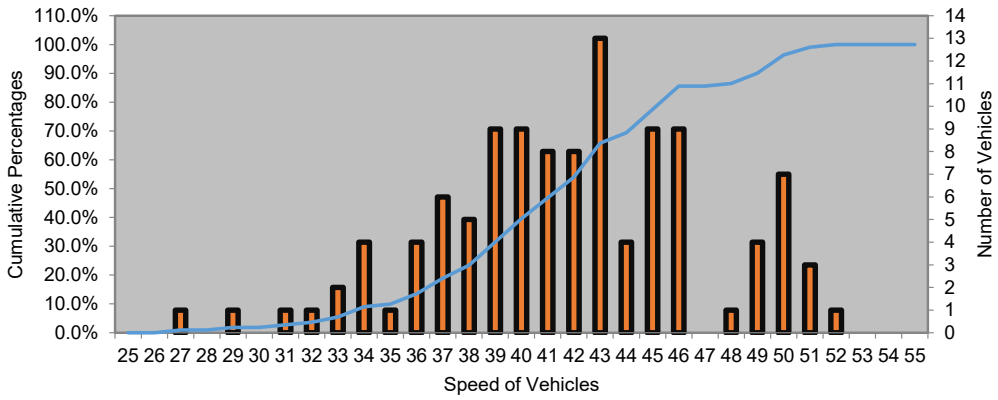
VEHICLE SPEED SURVEY REPORT

Location:	Arbor Road between Holly Drive and Mac Arthur Drive		
Date:	7/3/2019	Recorder:	ET
Begin Time:	2:20 PM	Direction:	EB/WB
End Time:	3:10 PM	Land use:	Agricultural/Industrial
Day:	Wednesday	Type:	Rural Road
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	111		50th Percentile (mph)	42
Speed Range (mph)	27	52	85th Percentile (mph)	46
10 Mph Pace (mph)	37	46	Average Speed (mph)	41.80

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lane Eastbound and Westbound rural road
Volume (if known)	
Parking Considerations	Rural Area
Other Considerations	Driveways

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 46 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	1
28	0
29	1
30	0
31	1
32	1
33	2
34	4
35	1
36	4
37	6
38	5
39	9
40	9
41	8
42	8
43	13
44	4
45	9
46	9
47	0
48	1
49	4
50	7
51	3
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	111

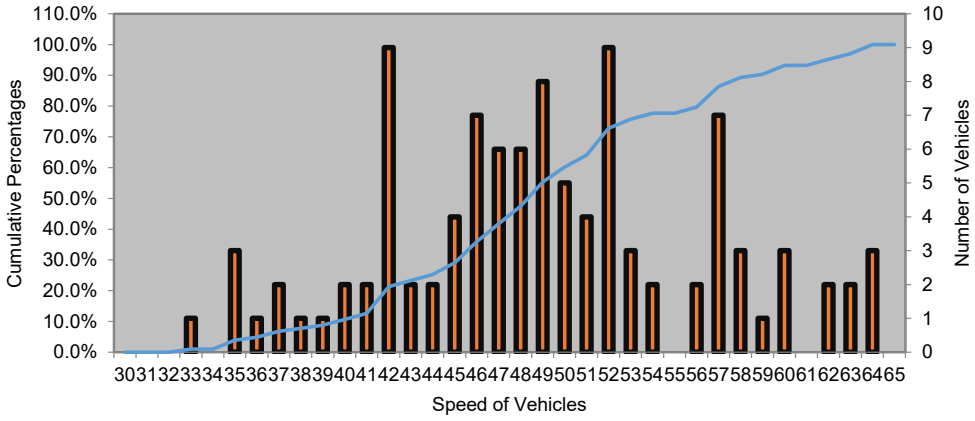
VEHICLE SPEED SURVEY REPORT

Location:	Brichetto Road between Chrisman Road and East City Limits		
Date:	8/1/2019	Recorder:	ET
Begin Time:	1:50 PM	Direction:	EB/WB
End Time:	5:20 PM	Land use:	Agricultural
Day:	Thursday	Type:	Rural Road
Weather:	Sunny and Clear	Posted Limit:	50

SUMMARY STATISTICS

Total Observed (vehicles)	103		50th Percentile (mph)	49
Speed Range (mph)	33	64	85th Percentile (mph)	57
10 Mph Pace (mph)	44	53	Average Speed (mph)	49.11

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lane Eastbound and Westbound rural road
Volume (if known)	
Parking Considerations	Rural Area
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 57 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 50 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	1
34	0
35	3
36	1
37	2
38	1
39	1
40	2
41	2
42	9
43	2
44	2
45	4
46	7
47	6
48	6
49	8
50	5
51	4
52	9
53	3
54	2
55	0
56	2
57	7
58	3
59	1
60	3
61	0
62	2
63	2
64	3
65	0
Total	103

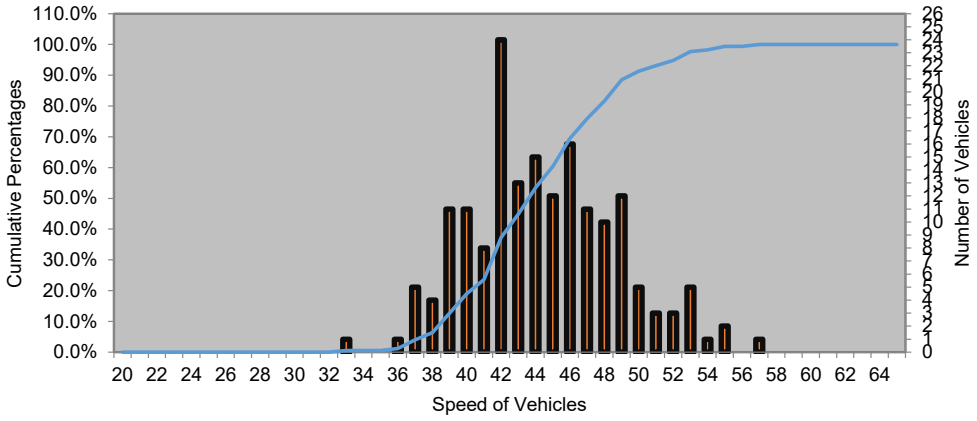
VEHICLE SPEED SURVEY REPORT

Location:	Byron Road between Corral Hollow Road and Lammers Road		
Date:	8/9/2019	Recorder:	ET
Begin Time:	2:20 PM	Direction:	EB/WB
End Time:	3:20 PM	Land use:	Residential/Undeveloped
Day:	Friday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	174		50th Percentile (mph)	44
Speed Range (mph)	33	57	85th Percentile (mph)	49
10 Mph Pace (mph)	40	49	Average Speed (mph)	44.46

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 33 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lanes with two way left turn lane
Volume (if known)	
Parking Considerations	No parking
Other Considerations	Bike lane in section, Residential Entries

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 49 MPH
Presence of bikelane and driveways justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	1
34	0
35	0
36	1
37	5
38	4
39	11
40	11
41	8
42	24
43	13
44	15
45	12
46	16
47	11
48	10
49	12
50	5
51	3
52	3
53	5
54	1
55	2
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	174

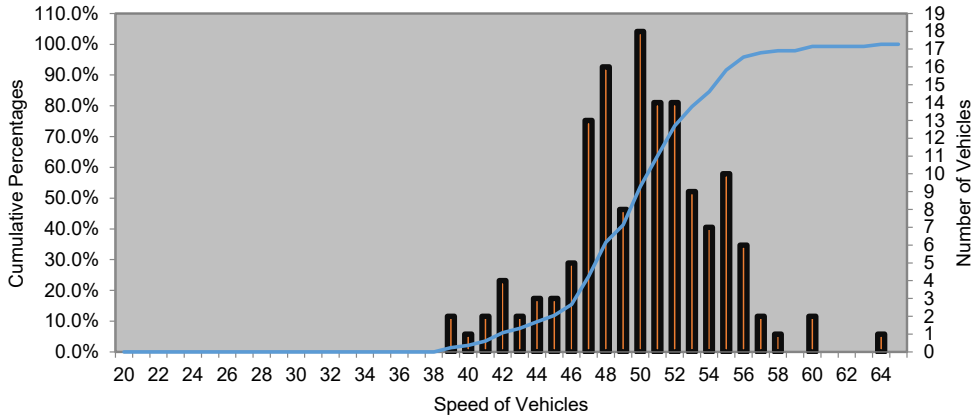
VEHICLE SPEED SURVEY REPORT

Location:	Chrisman Road between Valpico Road and North City Limits		
Date:	7/29/2019	Recorder:	ET
Begin Time:	2:40 PM	Direction:	NB/SB
End Time:	4:00 PM	Land use:	Commercial/Residential
Day:	Monday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	45

SUMMARY STATISTICS

Total Observed (vehicles)	143		50th Percentile (mph)	50
Speed Range (mph)	39	64	85th Percentile (mph)	55
10 Mph Pace (mph)	47	56	Average Speed (mph)	50.08

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island (TWLTL)
Volume (if known)	
Parking Considerations	No parking, no bike lane
Other Considerations	Four way stop at Chrisman and Valpico Rd.

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 55 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 50 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	0
35	0
36	0
37	0
38	0
39	2
40	1
41	2
42	4
43	2
44	3
45	3
46	5
47	13
48	16
49	8
50	18
51	14
52	14
53	9
54	7
55	10
56	6
57	2
58	1
59	0
60	2
61	0
62	0
63	0
64	1
65	0
Total	143

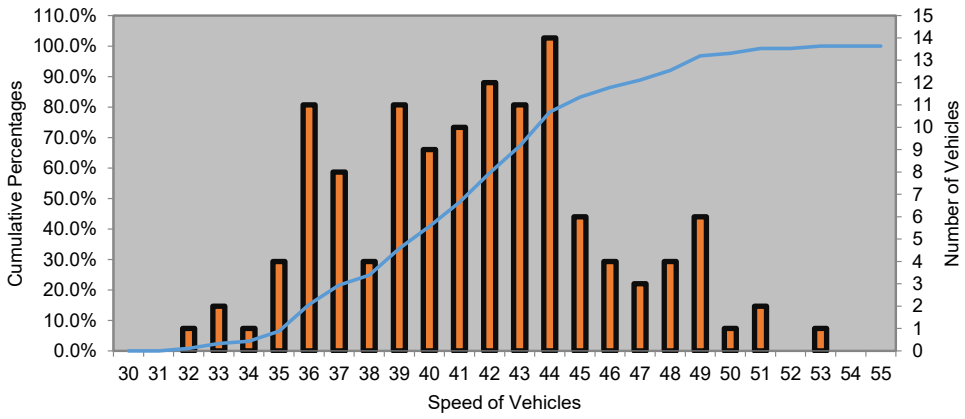
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Road between Parkside Drive and Valpico Road		
Date:	8/1/2019	Recorder:	ET
Begin Time:	10:30 AM	Direction:	NB/SB
End Time:	11:20 AM	Land use:	Residential
Day:	Thursday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	125		50th Percentile (mph)	42
Speed Range (mph)	32	53	85th Percentile (mph)	46
10 Mph Pace (mph)	36	45	Average Speed (mph)	41.55

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Arterial
Volume (if known)	
Parking Considerations	Parking restricted, County residential driveways
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 46 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	1
33	2
34	1
35	4
36	11
37	8
38	4
39	11
40	9
41	10
42	12
43	11
44	14
45	6
46	4
47	3
48	4
49	6
50	1
51	2
52	0
53	1
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	125

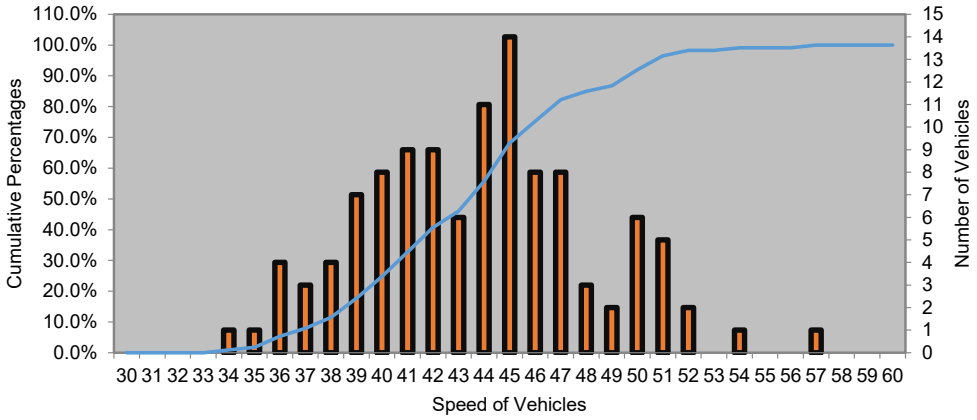
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Road between Peony Drive and Linne Road		
Date:	7/30/2019	Recorder:	ET
Begin Time:	10:50 AM	Direction:	NB/SB
End Time:	12:20 PM	Land use:	Residential Development
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	45

SUMMARY STATISTICS

Total Observed (vehicles)	113		50th Percentile (mph)	44
Speed Range (mph)	34	57	85th Percentile (mph)	49
10 Mph Pace (mph)	38	47	Average Speed (mph)	43.75

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 22 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lanes, no median island
Volume (if known)	
Parking Considerations	Parking prohibited, bike lanes present on portion of segment
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 49 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	1
35	1
36	4
37	3
38	4
39	7
40	8
41	9
42	9
43	6
44	11
45	14
46	8
47	8
48	3
49	2
50	6
51	5
52	2
53	0
54	1
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	113

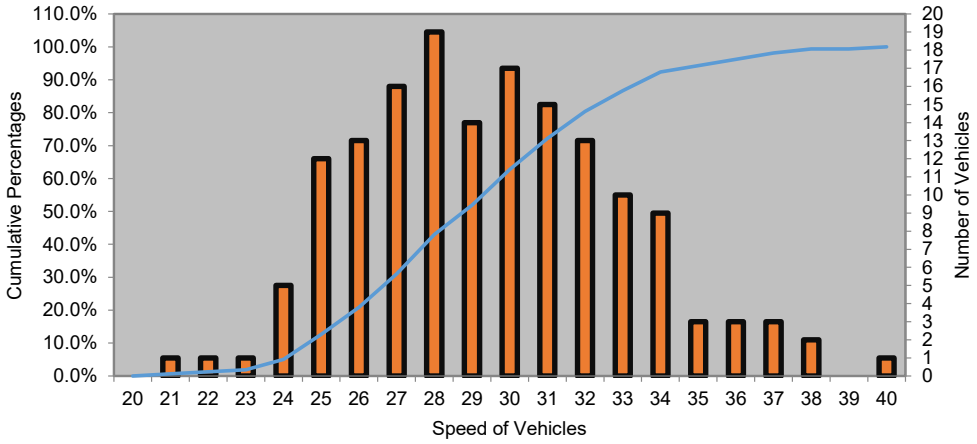
VEHICLE SPEED SURVEY REPORT

Location:	East Street between Grant Line Road and Eleventh Street		
Date:	7/3/2019	Recorder:	ET
Begin Time:	10:50 AM	Direction:	NB/SB
End Time:	11:40 AM	Land use:	Residential
Day:	Wednesday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	158		50th Percentile (mph)	29
Speed Range (mph)	21	40	85th Percentile (mph)	33
10 Mph Pace (mph)	25	34	Average Speed (mph)	29.50

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



Number of Accidents	Total 51 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lanes northbound and southbound street
Volume (if known)	
Parking Considerations	On street parking allowed, residential driveways
Other Considerations	Street fronts Tracy High School, Lincoln Park

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 33 MPH
The presence of residential driveways, on street parking, Tracy High School, and Lincoln Park in this segment justifies downgrading the speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	1
22	1
23	1
24	5
25	12
26	13
27	16
28	19
29	14
30	17
31	15
32	13
33	10
34	9
35	3
36	3
37	3
38	2
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	158

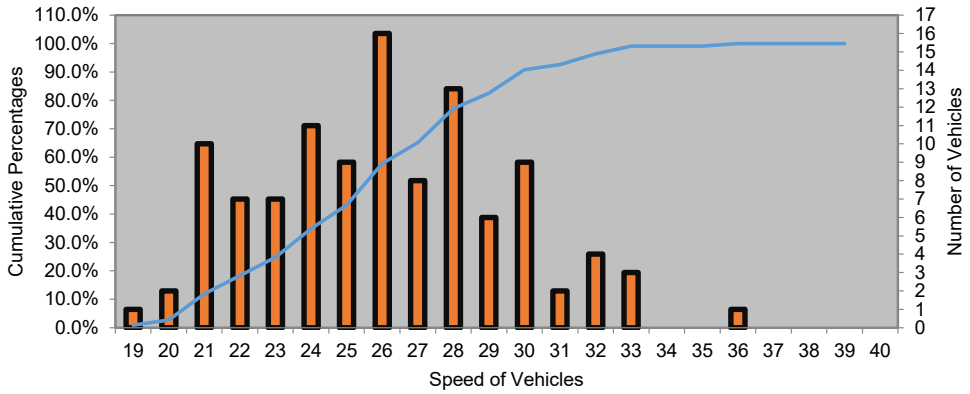
VEHICLE SPEED SURVEY REPORT

Location:	East Street between Eleventh Street and Sixth Street		
Date:	7/3/2019	Recorder:	ET
Begin Time:	9:00 AM	Direction:	NB/SB
End Time:	10:40 AM	Land use:	Residential
Day:	Wednesday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	26
Speed Range (mph)	19	36	85th Percentile (mph)	30
10 Mph Pace (mph)	21	30	Average Speed (mph)	26.04

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 18 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lane northbound and southbound street
Volume (if known)	
Parking Considerations	On street parking allowed, residential driveways
Other Considerations	Street fronts Tracy Community Center

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 30 MPH
Driveways and on street parking in this segment
justifies downgrading speed limit by 5 mph.

Recommended speed limit= 25 MPH

DATA COLLECTED	
Speed	Samples
19	1
20	2
21	10
22	7
23	7
24	11
25	9
26	16
27	8
28	13
29	6
30	9
31	2
32	4
33	3
34	0
35	0
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	109

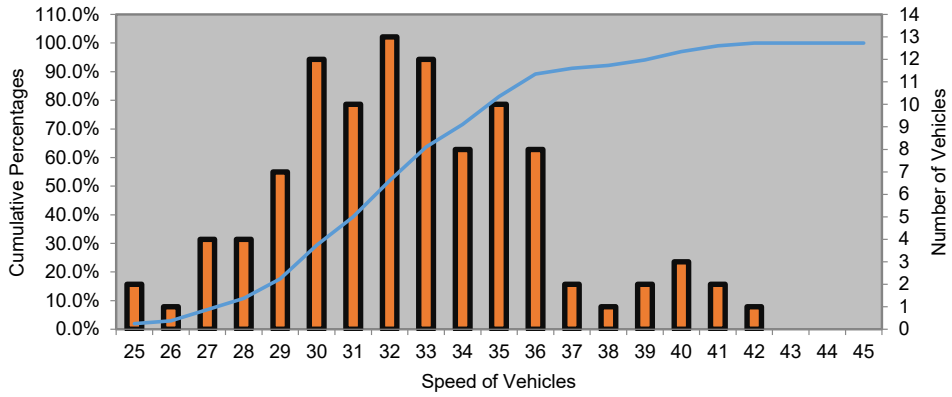
VEHICLE SPEED SURVEY REPORT

Location:	Eleventh Street between Tracy Boulevard and East Street		
Date:	7/17/2019	Recorder:	ET
Begin Time:	8:50 AM	Direction:	EB/WB
End Time:	10:00 AM	Land use:	Commercial
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	102		50th Percentile (mph)	32
Speed Range (mph)	25	42	85th Percentile (mph)	36
10 Mph Pace (mph)	27	36	Average Speed (mph)	32.60

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 75 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Four lane with two way left turn lane
Volume (if known)	
Parking Considerations	Parking is prohibited, no bike lane present
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 36 MPH
Presence of Driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	2
26	1
27	4
28	4
29	7
30	12
31	10
32	13
33	12
34	8
35	10
36	8
37	2
38	1
39	2
40	3
41	2
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	102

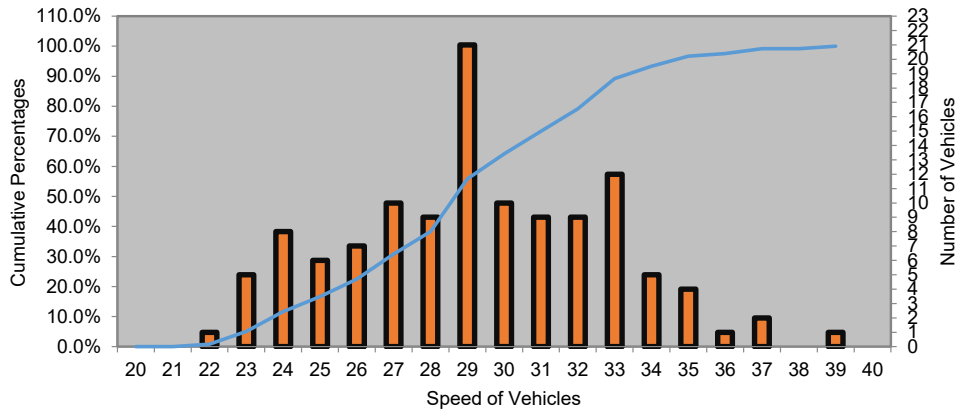
VEHICLE SPEED SURVEY REPORT

Location:	Glenbriar Drive Between Valpico Road and Glenbriar Circle		
Date:	7/17/2019	Recorder:	ET
Begin Time:	2:30 PM	Direction:	NB/SB
End Time:	4:00 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	120		50th Percentile (mph)	29
Speed Range (mph)	22	39	85th Percentile (mph)	33
10 Mph Pace (mph)	24	33	Average Speed (mph)	29.28

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes
Volume (if known)	
Parking Considerations	Parking is permitted on both sides
Other Considerations	Residential area, neighborhood park at end of segment

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 33 MPH
Presence of on street parking, park in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	1
23	5
24	8
25	6
26	7
27	10
28	9
29	21
30	10
31	9
32	9
33	12
34	5
35	4
36	1
37	2
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	120

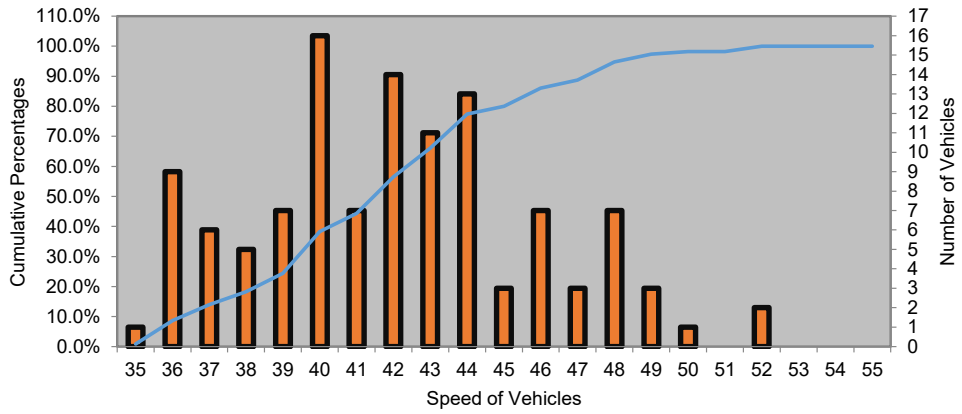
VEHICLE SPEED SURVEY REPORT

Location:	Grant Line Road between Corral Hollow Road and Tracy Boulevard		
Date:	7/9/2019	Recorder:	ET
Begin Time:	9:45 AM	Direction:	EB/WB
End Time:	10:40 AM	Land use:	Residential
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	115		50th Percentile (mph)	42
Speed Range (mph)	35	52	85th Percentile (mph)	46
10 Mph Pace (mph)	36	45	Average Speed (mph)	42.08

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 97 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lane EB and WB street with a portion of median island
Volume (if known)	
Parking Considerations	On street parking not allowed, Class 2 Bike lane
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 46 MPH
Presence of bike lanes justifies
downgrading speed limit by 5 mph.

Recommended speed limit= 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	0
35	1
36	9
37	6
38	5
39	7
40	16
41	7
42	14
43	11
44	13
45	3
46	7
47	3
48	7
49	3
50	1
51	0
52	2
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	115

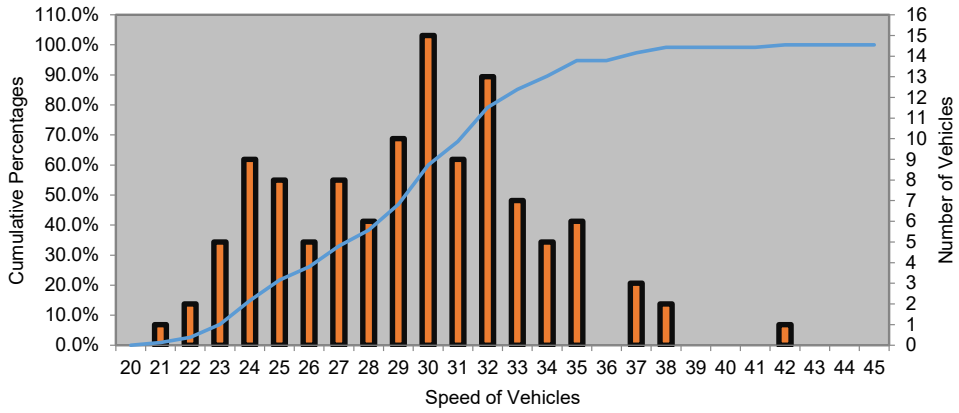
VEHICLE SPEED SURVEY REPORT

Location:	Holly Drive between Grant Line Road and Clover Road		
Date:	7/8/2019	Recorder:	ET
Begin Time:	10:40 AM	Direction:	NB/SB
End Time:	11:40 AM	Land use:	Residential
Day:	Monday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	115		50th Percentile (mph)	30
Speed Range (mph)	21	42	85th Percentile (mph)	33
10 Mph Pace (mph)	24	33	Average Speed (mph)	29.43

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 24 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island
Volume (if known)	
Parking Considerations	On street parking, residential driveways
Other Considerations	North Elementary School on Kavanagh

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 33 MPH
The Presence of on street parking, residential driveways, North Elementary School, justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	1
22	2
23	5
24	9
25	8
26	5
27	8
28	6
29	10
30	15
31	9
32	13
33	7
34	5
35	6
36	0
37	3
38	2
39	0
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	115

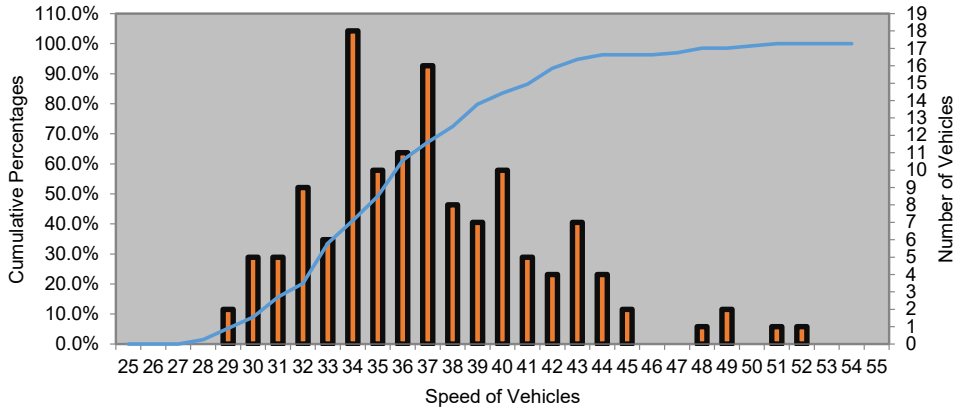
VEHICLE SPEED SURVEY REPORT

Location:	Holly Drive between Clover Road and Arbor Road		
Date:	7/10/2019	Recorder:	ET
Begin Time:	3:50 PM	Direction:	NB/SB
End Time:	5:00 PM	Land use:	Commercial
Day:	Wednesday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	134		50th Percentile (mph)	37
Speed Range (mph)	29	52	85th Percentile (mph)	42
10 Mph Pace (mph)	31	40	Average Speed (mph)	37.05

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 16 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lanes without median island
Volume (if known)	
Parking Considerations	Commercial Area/Waste Water Treatment Plant
Other Considerations	Adjacent speed zone is 25 mph

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 42 MPH
Presence of WWTP, commercial area justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	2
30	5
31	5
32	9
33	6
34	18
35	10
36	11
37	16
38	8
39	7
40	10
41	5
42	4
43	7
44	4
45	2
46	0
47	0
48	1
49	2
50	0
51	1
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	134

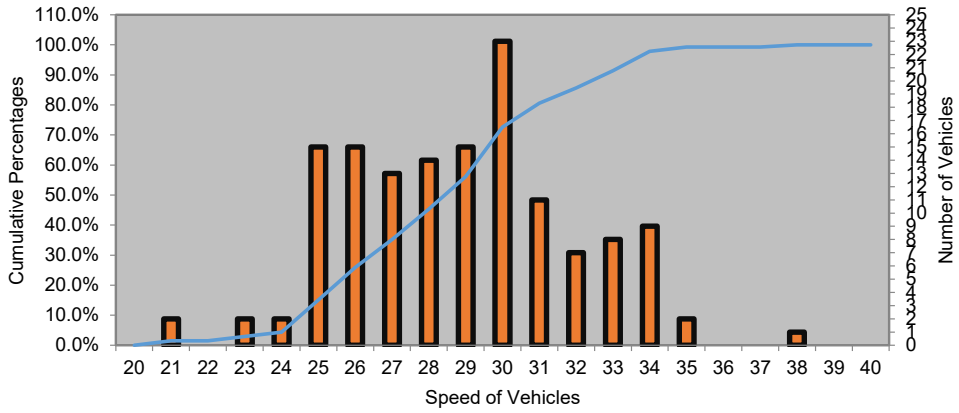
VEHICLE SPEED SURVEY REPORT

Location:	Holly Drive between Eleventh Street and Grant Line Road		
Date:	7/8/2019	Recorder:	ET
Begin Time:	9:20 AM	Direction:	NB/SB
End Time:	10:30 AM	Land use:	Residential
Day:	Monday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	139		50th Percentile (mph)	29
Speed Range (mph)	21	38	85th Percentile (mph)	32
10 Mph Pace (mph)	25	34	Average Speed (mph)	28.86

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 40 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island
Volume (if known)	
Parking Considerations	On street parking, residential driveways
Other Considerations	Schools at Eaton Ave., Beverly Place, Library

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of on street parking, driveways, schools, justifies downgrading speed limit by 5 mph.

Recommended speed limit= 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	2
22	0
23	2
24	2
25	15
26	15
27	13
28	14
29	15
30	23
31	11
32	7
33	8
34	9
35	2
36	0
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	139

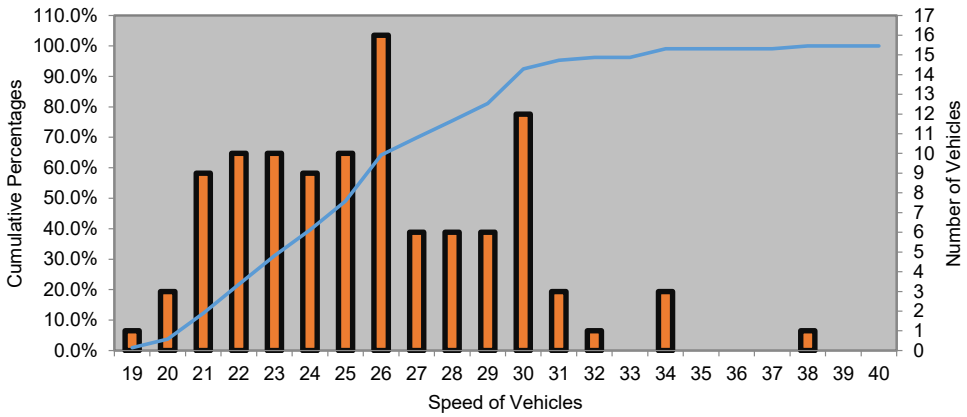
VEHICLE SPEED SURVEY REPORT

Location:	Kavanagh Avenue between Tracy Boulevard and Balboa Drive		
Date:	7/15/2019	Recorder:	ET
Begin Time:	10:40 AM	Direction:	EB/WB
End Time:	12:10 PM	Land use:	Residential
Day:	Monday	Type:	Residential/Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	26
Speed Range (mph)	19	38	85th Percentile (mph)	30
10 Mph Pace (mph)	21	30	Average Speed (mph)	25.75

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 16 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island
Volume (if known)	
Parking Considerations	Street parking allowed, no bike lane present
Other Considerations	North Elementary School within this segment

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 30 MPH
Presence of street parking, schools, justifies downgrading speed limit by 5 mph.

Recommended speed limit= 25 MPH

DATA COLLECTED	
Speed	Samples
19	1
20	3
21	9
22	10
23	10
24	9
25	10
26	16
27	6
28	6
29	6
30	12
31	3
32	1
33	0
34	3
35	0
36	0
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	106

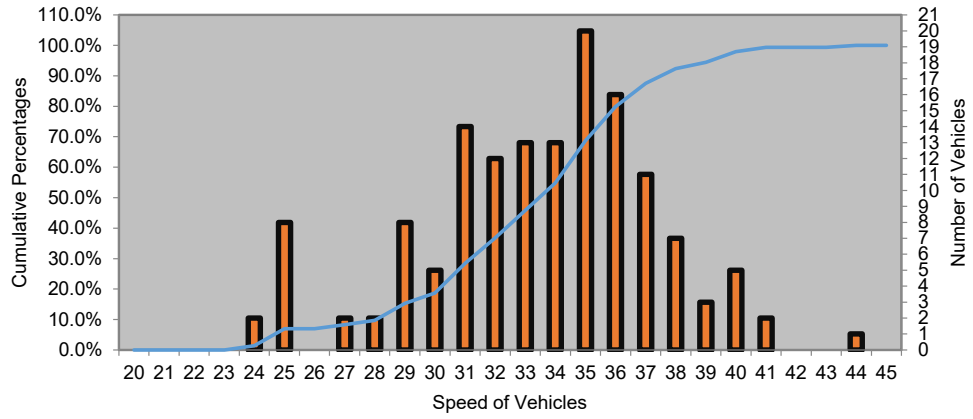
VEHICLE SPEED SURVEY REPORT

Location:	Lincoln Boulevard between Eleventh Street and Grant Line Road		
Date:	7/17/2019	Recorder:	ET
Begin Time:	10:10 AM	Direction:	NB/SB
End Time:	11:25 AM	Land use:	Residential
Day:	Wednesday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	144		50th Percentile (mph)	34
Speed Range (mph)	24	44	85th Percentile (mph)	37
10 Mph Pace (mph)	29	38	Average Speed (mph)	33.48

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 52 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes without median island
Volume (if known)	
Parking Considerations	On street parking, residential driveways, bike lane
Other Considerations	Close to school proximity (Monte Vista, West High)

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 37 MPH
Presence of on street parking, bike lane, driveways justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	2
25	8
26	0
27	2
28	2
29	8
30	5
31	14
32	12
33	13
34	13
35	20
36	16
37	11
38	7
39	3
40	5
41	2
42	0
43	0
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	144

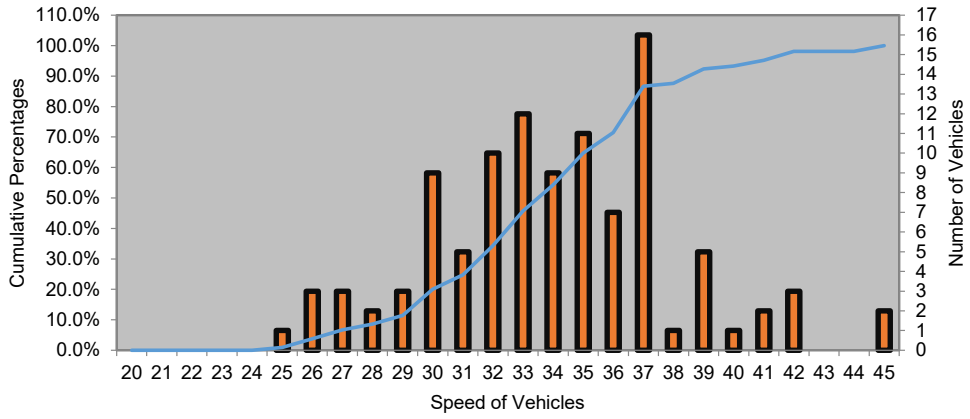
VEHICLE SPEED SURVEY REPORT

Location:	Lowell Avenue between Corral Hollow Road and Lincoln Boulevard		
Date:	7/18/2019	Recorder:	ET
Begin Time:	9:10 AM	Direction:	EB/WB
End Time:	10:15 AM	Land use:	Residential/School
Day:	Thursday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	105		50th Percentile (mph)	34
Speed Range (mph)	25	45	85th Percentile (mph)	37
10 Mph Pace (mph)	30	39	Average Speed (mph)	34.04

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 27 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island
Volume (if known)	
Parking Considerations	No on street parking, bike lane
Other Considerations	Schools (West High School)

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 37 MPH
Presence of bike lane,schools, in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	1
26	3
27	3
28	2
29	3
30	9
31	5
32	10
33	12
34	9
35	11
36	7
37	16
38	1
39	5
40	1
41	2
42	3
43	0
44	0
45	2
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	105

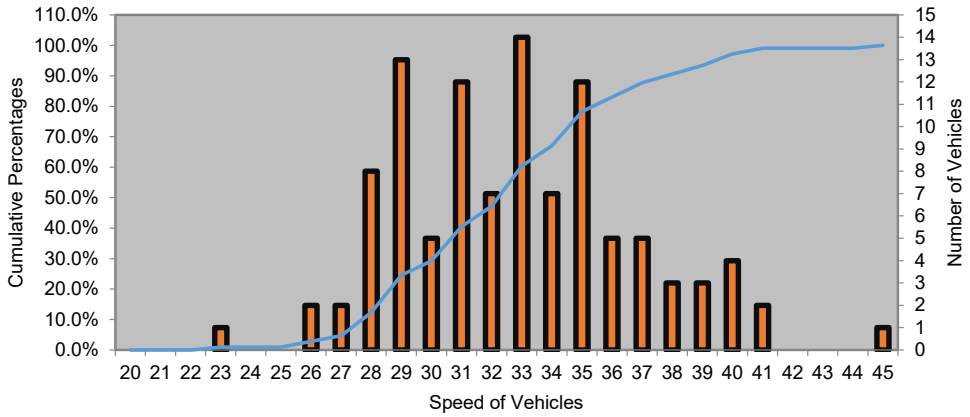
VEHICLE SPEED SURVEY REPORT

Location:	Lowell Avenue between Blanford Lane and Orchard Parkway		
Date:	7/18/2019	Recorder:	ET
Begin Time:	10:40 AM	Direction:	EB/WB
End Time:	11:40 AM	Land use:	Residential
Day:	Thursday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	33
Speed Range (mph)	23	45	85th Percentile (mph)	37
10 Mph Pace (mph)	28	37	Average Speed (mph)	32.82

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 9 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes with median island
Volume (if known)	
Parking Considerations	No parking, Class 2 bike lane
Other Considerations	School (Art Freiler School), Galli Park

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 37 MPH
Presence of bikelanes,park, and a school in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	1
24	0
25	0
26	2
27	2
28	8
29	13
30	5
31	12
32	7
33	14
34	7
35	12
36	5
37	5
38	3
39	3
40	4
41	2
42	0
43	0
44	0
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	106

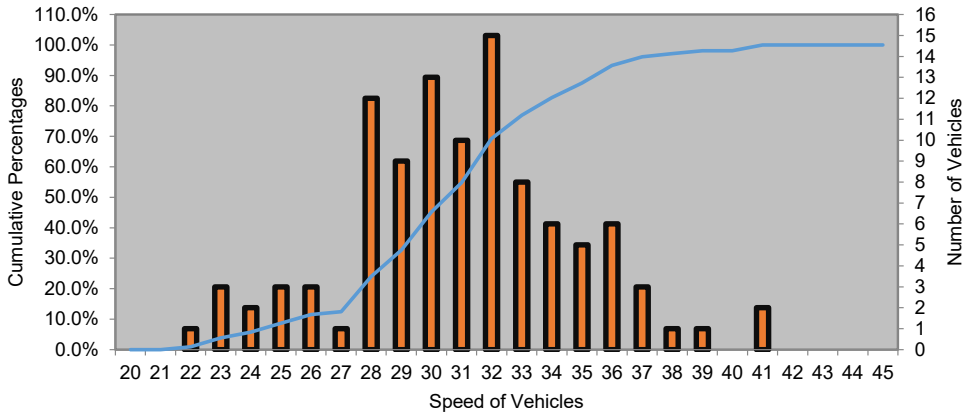
VEHICLE SPEED SURVEY REPORT

Location:	Lowell Avenue between Orchard Parkway and Corral Hollow Road		
Date:	9/4/2019	Recorder:	ET
Begin Time:	9:20 AM	Direction:	EB/WB
End Time:	10:30 AM	Land use:	Residential
Day:	Wednesday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	104		50th Percentile (mph)	31
Speed Range (mph)	22	41	85th Percentile (mph)	35
10 Mph Pace (mph)	28	37	Average Speed (mph)	31.01

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 22 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes with median island
Volume (if known)	
Parking Considerations	No parking, Class 2 bike lane
Other Considerations	Thrasher Park

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 35 MPH
Presence of bikelanes and a park in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	1
23	3
24	2
25	3
26	3
27	1
28	12
29	9
30	13
31	10
32	15
33	8
34	6
35	5
36	6
37	3
38	1
39	1
40	0
41	2
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	104

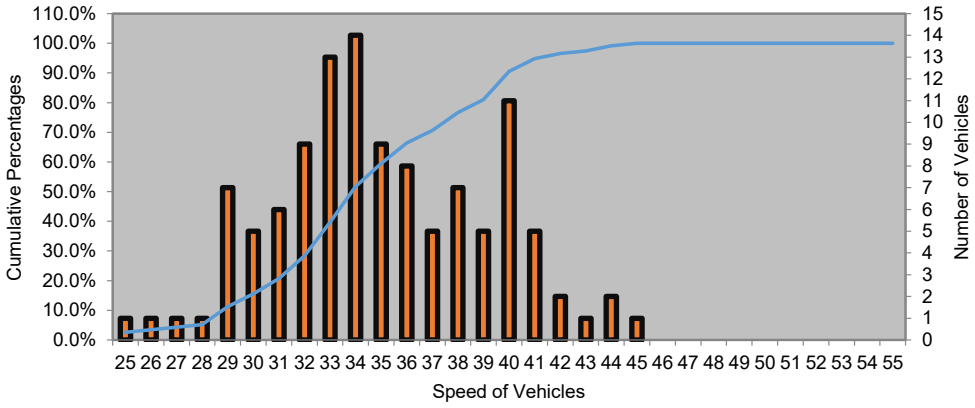
VEHICLE SPEED SURVEY REPORT

Location:	MacArthur Drive between Eleventh Street and SPRR Tracks		
Date:	12/9/2019	Recorder:	ET
Begin Time:	9:30 AM	Direction:	North/South
End Time:	10:30 AM	Land use:	Commercial/Residential
Day:	Monday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	116		50th Percentile (mph)	34
Speed Range (mph)	24	45	85th Percentile (mph)	40
10 Mph Pace (mph)	31	40	Average Speed (mph)	34.83

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 34 Collisions
Date Period	1/1/2017 - 12/31/2018
Street layout	2 lane without median island
Volume (if known)	
Parking Considerations	No parking in portion of this segment
Other Considerations	RR line along Macarthur Dr., Crossing at 11th, Driveways, Bike Path

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 40 MPH
Presence of Railroad Lines, Driveways, Bikepaths
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	2
25	1
26	1
27	1
28	1
29	7
30	5
31	6
32	9
33	13
34	14
35	9
36	8
37	5
38	7
39	5
40	11
41	5
42	2
43	1
44	2
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	116

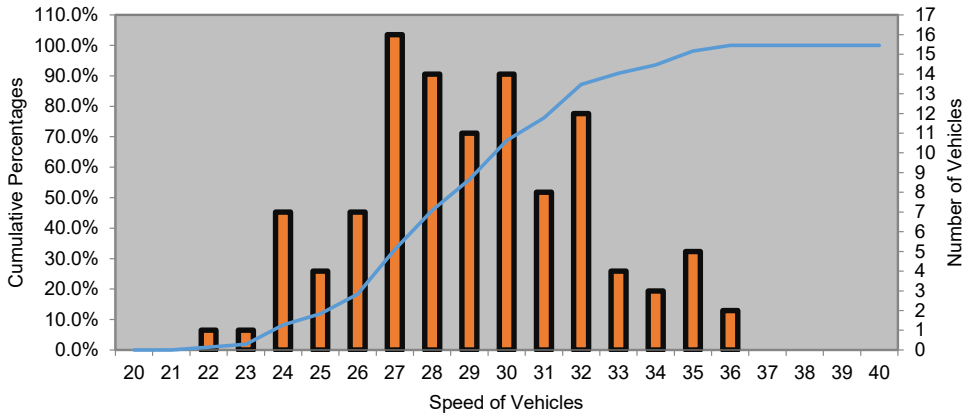
VEHICLE SPEED SURVEY REPORT

Location:	Parker Avenue between Eleventh Street and Grant Line Road		
Date:	7/15/2019	Recorder:	ET
Begin Time:	9:20 AM	Direction:	NB/SB
End Time:	10:25 AM	Land use:	Residential
Day:	Monday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	29
Speed Range (mph)	22	36	85th Percentile (mph)	32
10 Mph Pace (mph)	24	33	Average Speed (mph)	29.09

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 47 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island
Volume (if known)	
Parking Considerations	On street parking, residential driveways
Other Considerations	Schools (Central School, St. Bernards School)

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of on street parking, driveways, schools, justifies downgrading speed limit by 5 mph.

Recommended speed limit= 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	1
23	1
24	7
25	4
26	7
27	16
28	14
29	11
30	14
31	8
32	12
33	4
34	3
35	5
36	2
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	109

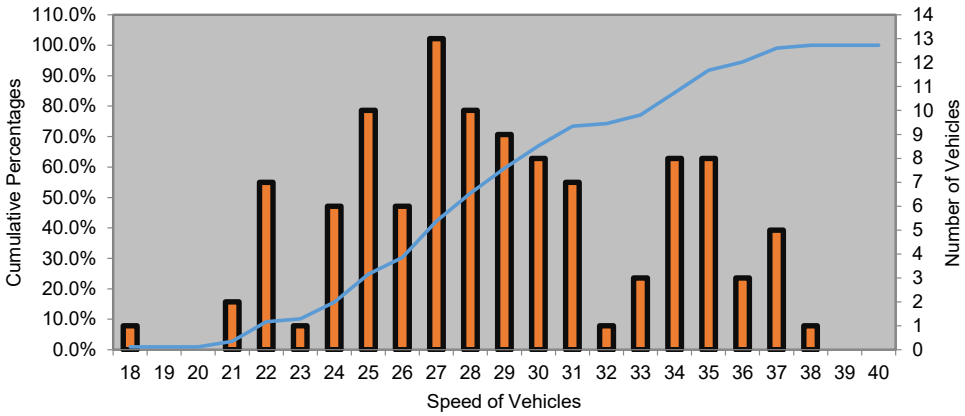
VEHICLE SPEED SURVEY REPORT

Location:	Parkside Drive between Winter Lane and Corral Hollow Drive		
Date:	8/29/2019	Recorder:	ET
Begin Time:	10:30 AM	Direction:	EB/WB
End Time:	12:30 PM	Land use:	Residential
Day:	Thursday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	28
Speed Range (mph)	18	38	85th Percentile (mph)	35
10 Mph Pace (mph)	22	31	Average Speed (mph)	28.90

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	4
Date Period	1/1/2017-12/31/2018
Street layout	2 lane road without median island
Volume (if known)	
Parking Considerations	On street parking
Other Considerations	Residential driveways, Evans Park

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 35 MPH
Presence of residential driveways, on street parking, Evans Park, justifies downgrading speed limit by 5 mph.

Recommended speed limit= 30 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	0
20	0
21	2
22	7
23	1
24	6
25	10
26	6
27	13
28	10
29	9
30	8
31	7
32	1
33	3
34	8
35	8
36	3
37	5
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	109

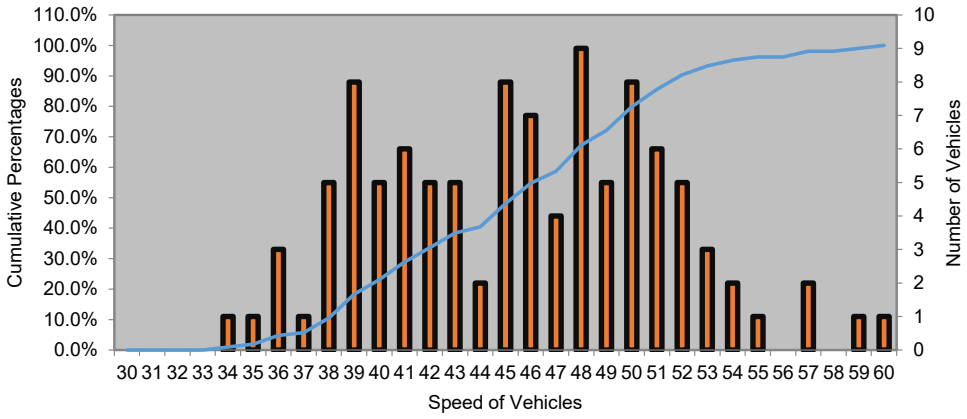
VEHICLE SPEED SURVEY REPORT

Location:	Pescadero Ave between 2500' East of MacArthur Dr and East City Lim		
Date:	7/31/2019	Recorder:	ET
Begin Time:	3:30 PM	Direction:	EB/WB
End Time:	5:00 PM	Land use:	Agricultural/Commercial
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	104		50th Percentile (mph)	46
Speed Range (mph)	34	60	85th Percentile (mph)	51
10 Mph Pace (mph)	39	48	Average Speed (mph)	45.61

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without a median island
Volume (if known)	
Parking Considerations	Commercial development/agricultural area
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 51 MPH
Presence of driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	1
35	1
36	3
37	1
38	5
39	8
40	5
41	6
42	5
43	5
44	2
45	8
46	7
47	4
48	9
49	5
50	8
51	6
52	5
53	3
54	2
55	1
56	0
57	2
58	0
59	1
60	1
61	0
62	0
63	0
64	0
65	0
Total	104

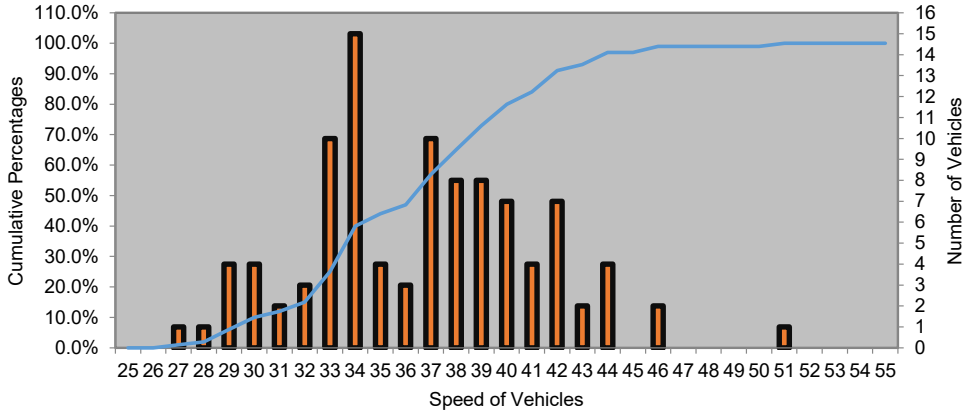
VEHICLE SPEED SURVEY REPORT

Location:	Schulte Road between Barcelona Drive and Corral Hollow Road		
Date:	7/23/2019	Recorder:	ET
Begin Time:	10:05 AM	Direction:	EB/WB
End Time:	11:05 AM	Land use:	Residential
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	37
Speed Range (mph)	27	51	85th Percentile (mph)	42
10 Mph Pace (mph)	33	42	Average Speed (mph)	36.66

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 15 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island
Volume (if known)	
Parking Considerations	No parking, class 2 bike lane
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 42 MPH
Presence of bikelanes in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	1
28	1
29	4
30	4
31	2
32	3
33	10
34	15
35	4
36	3
37	10
38	8
39	8
40	7
41	4
42	7
43	2
44	4
45	0
46	2
47	0
48	0
49	0
50	0
51	1
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	100

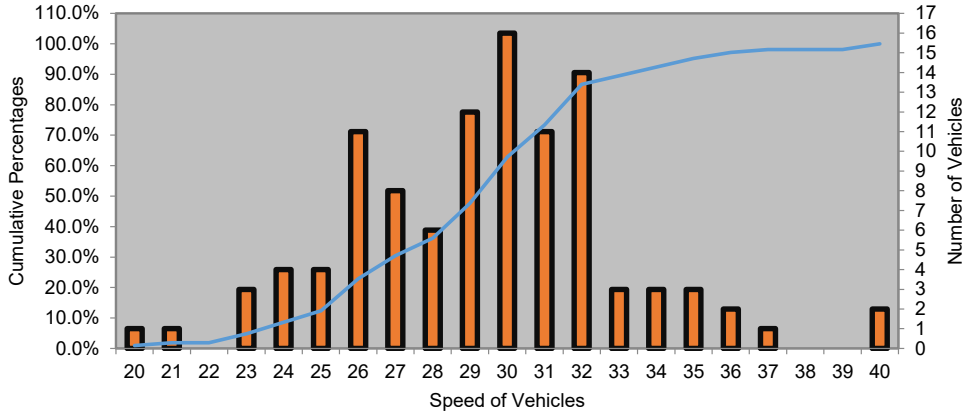
VEHICLE SPEED SURVEY REPORT

Location:	Tennis Lane between Tracy Boulevard and Corral Hollow Road		
Date:	7/12/2019	Recorder:	ET
Begin Time:	2:50 PM	Direction:	EB/WB
End Time:	4:10 PM	Land use:	Residential
Day:	Friday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	105		50th Percentile (mph)	30
Speed Range (mph)	20	40	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	29.41

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 22 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without a median island
Volume (if known)	
Parking Considerations	Parking allowed, no bike lane
Other Considerations	William Middle School

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of parking, schools in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 25 MPH

DATA COLLECTED	
Speed	Samples
20	1
21	1
22	0
23	3
24	4
25	4
26	11
27	8
28	6
29	12
30	16
31	11
32	14
33	3
34	3
35	3
36	2
37	1
38	0
39	0
40	2
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	105

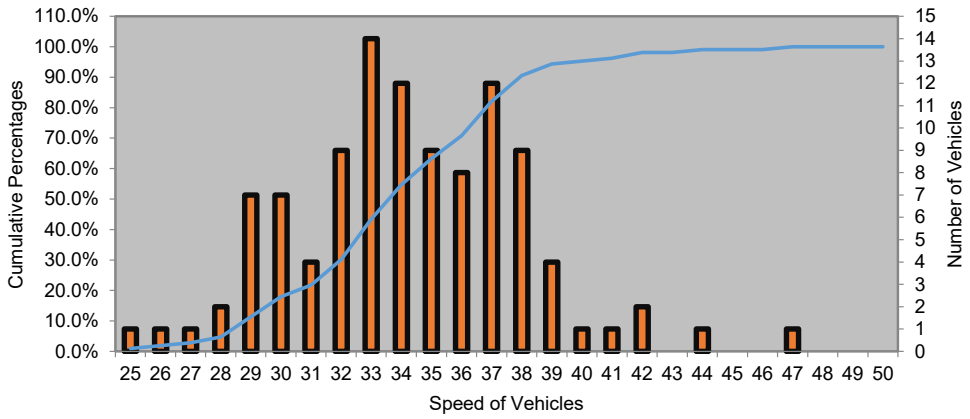
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard between Larch Road and Grant Line Road		
Date:	7/16/2019	Recorder:	ET
Begin Time:	2:10 PM	Direction:	NB/SB
End Time:	3:10 PM	Land use:	Commericial
Day:		Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	34
Speed Range (mph)	25	47	85th Percentile (mph)	38
10 Mph Pace (mph)	29	38	Average Speed (mph)	34.25

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 139 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island
Volume (if known)	
Parking Considerations	No parking, no bike lane
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 38 MPH
Presence of industrial driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	1
26	1
27	1
28	2
29	7
30	7
31	4
32	9
33	14
34	12
35	9
36	8
37	12
38	9
39	4
40	1
41	1
42	2
43	0
44	1
45	0
46	0
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	106

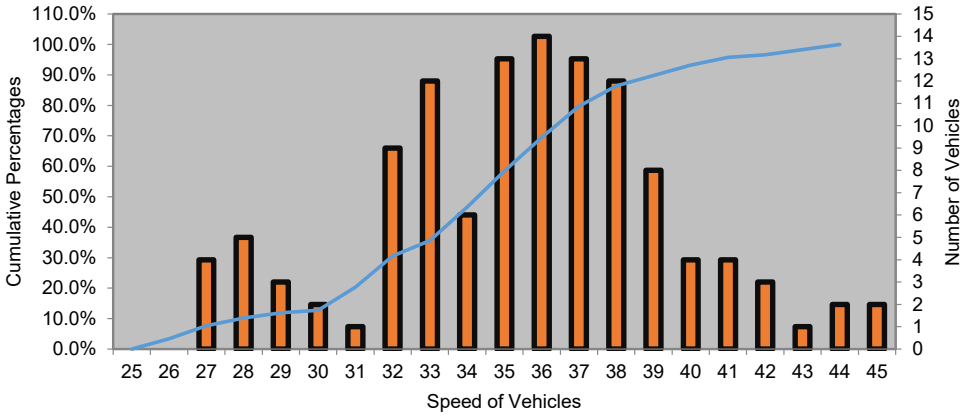
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard between Grant Line Road and Lowell Avenue		
Date:	7/16/2019	Recorder:	ET
Begin Time:	11:00 AM	Direction:	NB/SB
End Time:	12:00 PM	Land use:	Residential
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	118		50th Percentile (mph)	36
Speed Range (mph)	27	45	85th Percentile (mph)	39
10 Mph Pace (mph)	32	41	Average Speed (mph)	35.53

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 57 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island
Volume (if known)	
Parking Considerations	No parking, no bike lane
Other Considerations	Monte vista School at Lowell avenue

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 39 MPH
Presence of schools in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	4
28	5
29	3
30	2
31	1
32	9
33	12
34	6
35	13
36	14
37	13
38	12
39	8
40	4
41	4
42	3
43	1
44	2
45	2
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	118

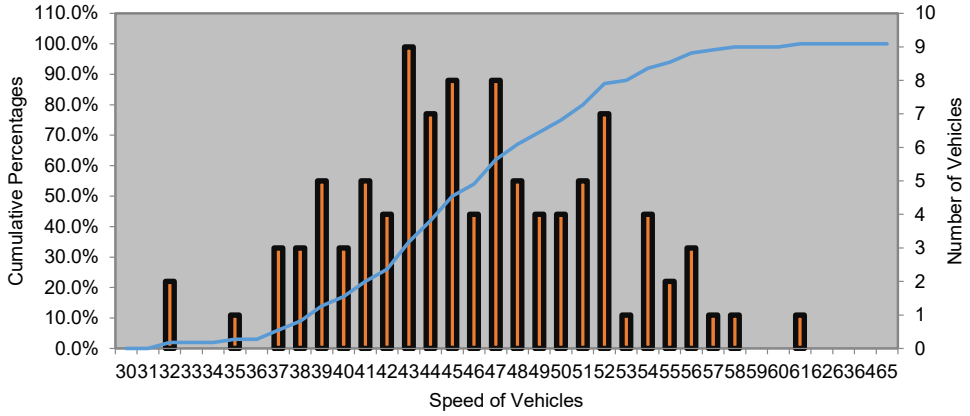
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard between Linne Road and South City Limits		
Date:	8/7/2019	Recorder:	ET
Begin Time:	10:20 AM	Direction:	NB/SB
End Time:	1:00 PM	Land use:	Residential/Industrial
Day:	Wednesday	Type:	Rural Road
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	46
Speed Range (mph)	32	61	85th Percentile (mph)	52
10 Mph Pace (mph)	43	52	Average Speed (mph)	46.05

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 4 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	Two lane northbound and southbound rural road
Volume (if known)	
Parking Considerations	No parking, no bike lane
Other Considerations	No curb and gutter, Tracy airport vicinity

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 52 MPH
Presence of ariport in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	2
33	0
34	0
35	1
36	0
37	3
38	3
39	5
40	3
41	5
42	4
43	9
44	7
45	8
46	4
47	8
48	5
49	4
50	4
51	5
52	7
53	1
54	4
55	2
56	3
57	1
58	1
59	0
60	0
61	1
62	0
63	0
64	0
65	0
Total	100

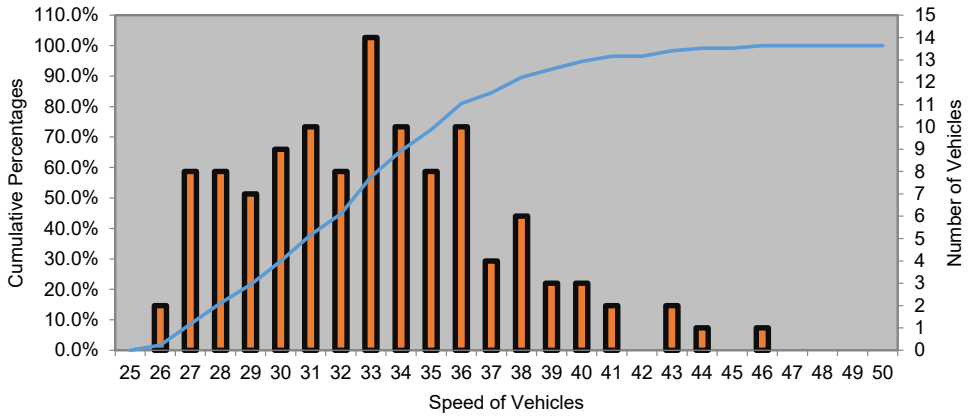
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard between Lowell Avenue and Sixth Street		
Date:	7/16/2019	Recorder:	ET
Begin Time:	9:30 AM	Direction:	NB/SB
End Time:	10:50 AM	Land use:	Residential
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	116		50th Percentile (mph)	33
Speed Range (mph)	26	46	85th Percentile (mph)	38
10 Mph Pace (mph)	27	36	Average Speed (mph)	33.14

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 66 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island or 5 lane
Volume (if known)	
Parking Considerations	No parking and no bike lane
Other Considerations	School at Tenth street, Beverly St. & Lowell Avenue

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 38 MPH
Presence of schools in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 35 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	2
27	8
28	8
29	7
30	9
31	10
32	8
33	14
34	10
35	8
36	10
37	4
38	6
39	3
40	3
41	2
42	0
43	2
44	1
45	0
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	116

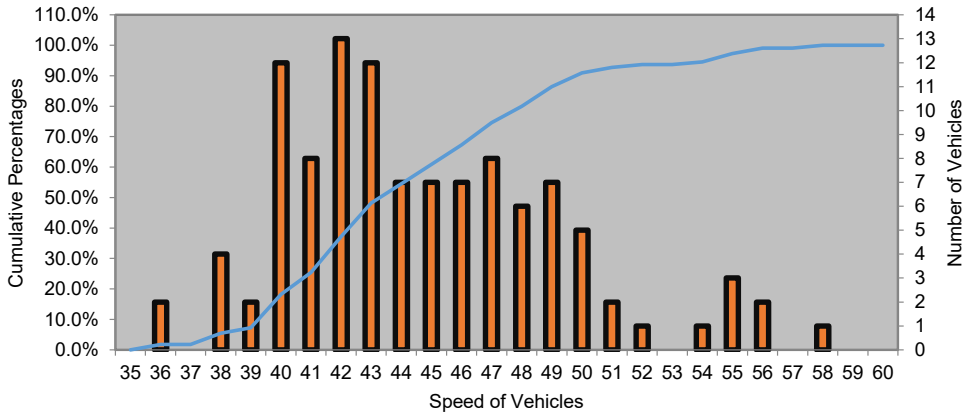
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard between Valpico Road and Linne Road		
Date:	7/18/2019	Recorder:	ET
Begin Time:	3:30 PM	Direction:	NN/SB
End Time:	4:10 PM	Land use:	Commercial/Residential
Day:	Thursday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	45

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	44
Speed Range (mph)	36	58	85th Percentile (mph)	49
10 Mph Pace (mph)	40	49	Average Speed (mph)	44.70

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 29 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with a median island
Volume (if known)	
Parking Considerations	No parking, bike lane
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 49 MPH
Presence of bikelane in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	0
35	0
36	2
37	0
38	4
39	2
40	12
41	8
42	13
43	12
44	7
45	7
46	7
47	8
48	6
49	7
50	5
51	2
52	1
53	0
54	1
55	3
56	2
57	0
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	110

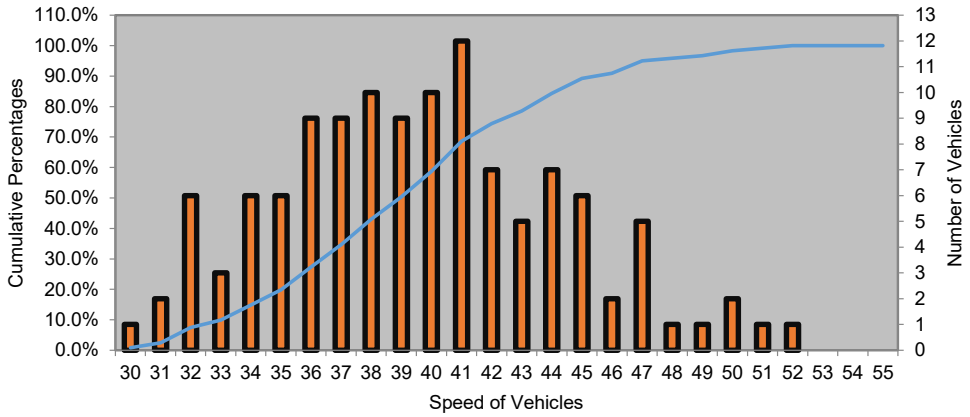
VEHICLE SPEED SURVEY REPORT

Location:	Tracy Boulevard North City Limits and Larch Road		
Date:	7/31/2019	Recorder:	ET
Begin Time:	1:45 PM	Direction:	NB/SB
End Time:	3:40 PM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	35

SUMMARY STATISTICS

Total Observed (vehicles)	121		50th Percentile (mph)	39
Speed Range (mph)	30	52	85th Percentile (mph)	45
10 Mph Pace (mph)	35	44	Average Speed (mph)	39.60

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 13 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island
Volume (if known)	
Parking Considerations	No parking along this segment, rural area
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 45 MPH
Presence of driveways in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	1
31	2
32	6
33	3
34	6
35	6
36	9
37	9
38	10
39	9
40	10
41	12
42	7
43	5
44	7
45	6
46	2
47	5
48	1
49	1
50	2
51	1
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	121

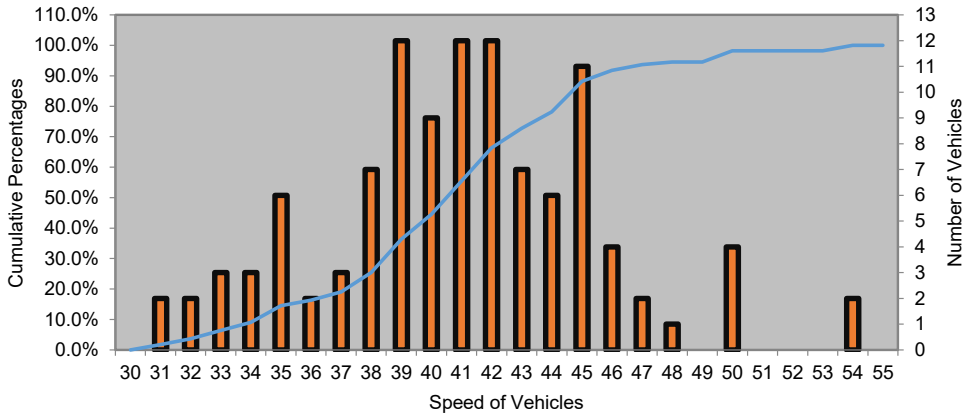
VEHICLE SPEED SURVEY REPORT

Location:	Valpico Road between West City Limits and Tracy Boulevard		
Date:	8/1/2019	Recorder:	ET
Begin Time:	9:20 AM	Direction:	EB/WB
End Time:	10:20 AM	Land use:	Residential
Day:	Thursday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	41
Speed Range (mph)	31	54	85th Percentile (mph)	45
10 Mph Pace (mph)	37	46	Average Speed (mph)	40.95

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 22 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	4 lanes with median island
Volume (if known)	
Parking Considerations	No parking, Class 2 bike lane
Other Considerations	

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 45 MPH
Presence of bike lanes in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	2
32	2
33	3
34	3
35	6
36	2
37	3
38	7
39	12
40	9
41	12
42	12
43	7
44	6
45	11
46	4
47	2
48	1
49	0
50	4
51	0
52	0
53	0
54	2
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	110

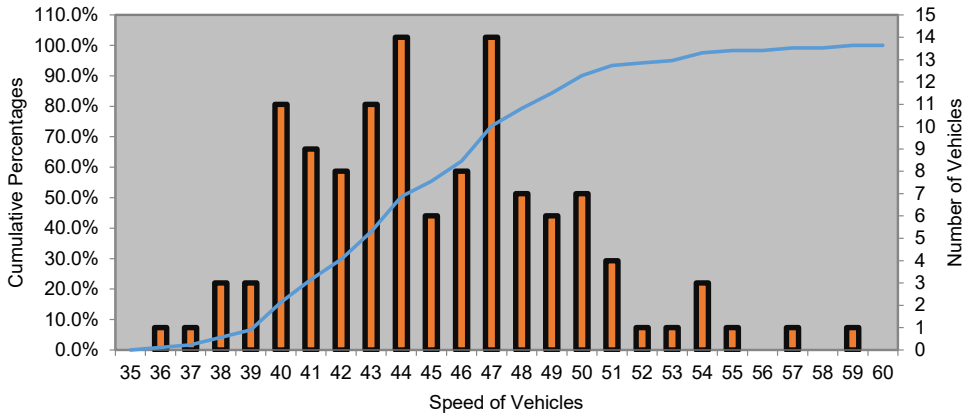
VEHICLE SPEED SURVEY REPORT

Location:	Valpico Road between Fairoaks Drive and Chrisman Road		
Date:	7/18/2019	Recorder:	ET
Begin Time:	2:30 PM	Direction:	EB/WB
End Time:	3:10 PM	Land use:	Resiential
Day:	Thursday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	45

SUMMARY STATISTICS

Total Observed (vehicles)	121		50th Percentile (mph)	44
Speed Range (mph)	36	59	85th Percentile (mph)	50
10 Mph Pace (mph)	40	49	Average Speed (mph)	45.09

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions
Date Period	1/1/2017-12/31/2018
Street layout	2 lanes without median island (TWLTL)
Volume (if known)	
Parking Considerations	On street parking allowed on southside only
Other Considerations	Four way stop at Chrisman and Valpico Road

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 50 MPH
Presence of on street parking in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit= 45 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	0
33	0
34	0
35	0
36	1
37	1
38	3
39	3
40	11
41	9
42	8
43	11
44	14
45	6
46	8
47	14
48	7
49	6
50	7
51	4
52	1
53	1
54	3
55	1
56	0
57	1
58	0
59	1
60	0
61	0
62	0
63	0
64	0
65	0
Total	121

June 2, 2020

AGENDA ITEM 3.B

REQUEST

ALLOCATE UP TO $250,000 FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, AUTHORIZE THE CITY TO USE SUCH FUNDS TO IMPLEMENT THE CITY OF TRACY HOMELESSNESS STRATEGIC PLAN, AND PROVIDE AN UPDATE ON THE STATUS OF THE CITY'S AFFORDABLE HOUSING FUNDS REQUEST FOR PROPOSALS

EXECUTIVE SUMMARY

Over the last several years the City has accumulated $3,976,252 in the City's Low and Moderate Income Housing Asset Fund, funded by revenue from the City's now dissolved Community Development Agency. On an annual basis, the deposits into the fund have been insufficient to make meaningful investments in large-scale affordable housing projects.

On June 10, 2019, the City released a Request for Proposals (RFP) for Affordable Housing Funds for Rental Housing Development (Attachment A). On July 22, 2019, staff received two proposals. After evaluating the individual projects and discussing project details, affordable housing qualifications, and reporting requirements, one applicant rescinded their application.

In evaluating alternative uses for the housing funds in excess of fund requests, staff consulted with outside counsel, who advised that up to $250,000 per year could be allocated to homeless prevention and rapid rehousing services. This item requests that Council accept the update on the Affordable Housing RFP and allocate up to $250,000 of low and moderate housing assets funds for the purpose of funding homeless prevention and rapid rehousing services through the implementation of the City's Homelessness Strategic Plan.

DISCUSSION

Under AB 1x 26 and AB 1484 (collectively, the "Redevelopment Dissolution Statutes"), upon the dissolution of the Tracy Community Development Agency (the "Former RDA") on February 1, 2012, all rights, powers, duties, obligations, and "housing assets" (as defined in Section 34176(e)) of the Former RDA transferred to the City of Tracy (the "City") (as the Housing Successor that retained the housing assets and function previously performed by the Former RDA under H&SC Section 34176(a)(1)).

As required under Health and Safety Code ("H&SC") Section 34176(d), the City maintains a separate Low and Moderate Income Housing Asset Fund (the "Housing Asset Fund"). All deposits in the Housing Asset Fund must be used consistent with the affordable housing requirements in the Community Redevelopment Law (Part 1 (commencing with Section 33000)). Under H&SC Section 34176.1, allowable expenditures include the development of affordable housing, monitoring and preservation of housing subject to affordability restrictions and covenants, and homeless prevention and rapid rehousing services for homeless individuals.

In addition, under H&SC Section 34176.1, the City may allocate up to $250,000 per year of Housing Asset Fund monies to fund homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless if not for the assistance. The funds can be used for short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.

Under H&SC Section 34176.1, "excess surplus" is defined as an unencumbered amount in the account that exceeds the greater of: (a) one million dollars ($1,000,000); or (2) the aggregate amount deposited into the account during the housing successor's preceding four fiscal years. Any accumulated excess surplus must be spent within three (3) fiscal years from the date it is accrued. In Fiscal Year 2016-17 the City accumulated an excess surplus in the amount of $137,970, which must be encumbered by June 30, 2020.

In anticipation of having accumulated enough funds in the Housing Asset Fund to invest in a meaningful affordable housing project, the City issued a request for proposals to solicit potential affordable housing developments in which the City could invest. On July 22, 2019, the City received a response from the Housing Authority of the County of San Joaquin ("Housing Authority") for the development of up to eighty (80) multifamily units of rental housing development to be constructed on Housing Authority owned land (Attachment B and Attachment C). The Housing Authority is requesting $4 million to fund the construction of the development. Staff anticipates bringing an item for the City Council's consideration to commit funds for the development sometime in July after the City receives the next fiscal year deposit into the Housing Asset Fund.

In addition to the long-term investment in the Housing Authority project, the City is recommending an allocation of Housing Asset Fund program income deposits to fund homeless prevention and rapid rehousing services. The City recently adopted the City of Tracy Homelessness Strategic Plan, which includes four goals: (1) increasing housing options; (2) increase access and coordinated support services, (3) developing action plan for engagement of persons experiencing homelessness; and (4) enactment of specific strategies for vulnerable subpopulations experiencing homelessness. Each of the goals has enumerated objectives intended to help the City achieve the objectives of the Homelessness Strategic Plan. Below is a table representing the housing fund balance and potential allocation schedule should Council approve an allocation of $250,000 for homeless prevention and rapid rehousing services:

	Cash on-hand (+)	Commitments (-)	Balance On-hand
April 9, 2020	$3,976,252		$3,976,252
June 2, 2020 commit to Homelessness SP		Up to $250,000	$3,726,252
June 30, 2020 Deposit	$693,690		$4,419,942
July 2020 commit to HACSJ		$4,000,000	$419,942
July 2020 commit to Homelessness SP		$250,000	$169,942

Staff is recommending Council allocate up to $250,000 in Housing Asset Fund program income deposits to implement the objectives of the Homelessness Strategic Plan intended to address homeless prevention and rapid rehousing strategies. The commitment hereunder is intended to be an encumbrance of excess surplus Housing Asset Funds accumulated in FY 2016-2017 in compliance with Health and Safety Code Section 34176.1(d). City staff will work to ensure that funds assist Tracy homeless and residents at risk of homelessness and are not duplicative of other City efforts. As the City works to implement the Homelessness Strategic Plan, staff will return to Council for approval on the expenditure of funds.

STRATEGIC PLAN

This agenda item supports the efforts goals and objectives identified in the City of Tracy Homelessness Strategic Plan.

FISCAL IMPACT

None; allocated funding is from the low and moderate housing asset fund.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, an allocation of up to $250,000 from the Low and Moderate Housing Asset Fund for homeless prevention and rapid rehousing services, authorize the City to use such funds to implement the City of Tracy Homelessness Strategic Plan, and accept the affordable Housing RFP update.

Prepared by: Barbara Harb, Economic Development Management Analyst

Reviewed by: Michael Nimon, Economic Development Manager
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – City of Tracy Request for Proposals (RFP) for Affordable Housing Funds for Rental Housing Development
Attachment B – HACSJ Proposal Documents
Attachment C – Updated/Revised HACSJ Narrative, Concepts, Site Aerial, and Proforma Documents

All Attachments can be viewed on the City's website: https://www.cityoftracy.org/?navid=10009

ATTACHMENT A

CITY OF TRACY

REQUEST FOR PROPOSALS (RFP) FOR AFFORDABLE HOUSING FUNDS FOR RENTAL HOUSING DEVELOPMENT

Proposal Due:
Monday, July 22, 2019 by 2:00 P.M.

Contact for Questions:

Barbara Harb, barbara.harb@cityoftracy.org; (209) 831-6491

All inquiries and/or questions shall be submitted in writing no later than Friday, June 28, 2019.

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CITY OF TRACY
REQUEST FOR PROPOSALS (RFP) FOR
AFFORDABLE HOUSING FUNDS

Proposal Deadline: Monday, July 22, 2019 by 2:00 P.M.

I. INTRODUCTION

The City of Tracy (City) is announcing a Request for Proposals (RFP) for affordable housing funds for the creation of affordable rental housing in Tracy. Up to a maximum of $4 million in funding is available to support predevelopment, acquisition and construction, or rehabilitation of affordable rental housing. The funding is intended to fill the financing gap between a project's total development cost and other available financing sources. The funding available through this RFP is for capital costs only; no financing is available to fund operating subsidies or supportive services. If additional funds are available and the City Council approves, the amount awarded through this RFP may also increase.

Qualified developers/project sponsors ("Applicants") that meet the RFP requirements and demonstrate their ability to finance, design, build/rehabilitate, and manage affordable rental housing are encouraged to submit proposals. All proposals must be received **by 2 P.M. on Monday, July 22, 2019**. Applications submitted after the deadline will not be accepted. Funding will be awarded by the City on a competitive basis to the project or projects that meet the project selection criteria and adequately address the City's affordable housing needs. The City reserves the right to request that Applicants submit additional information as may be requested by staff to clarify submitted information. Also, the City reserves the right to suspend, amend, or modify the provisions of this RFP, to reject all proposals, to negotiate modifications of proposals, or to award less than the $4 million of funding made available.

Funding Sources

Funding for this RFP will be provided from one or more of the following sources:

- Low and Moderate Income Housing Fund program income collected by the City as the Housing Successor Agency to the former Tracy Community Development Agency which shall be subject to the requirements of Health and Safety Code Section 34176.1;
- Fees paid to the City by developers to comply with the City's Affordable Housing Ordinance; and
- General Fund monies appropriated for affordable housing purposes by the City Council.

Eligible Applicants

Eligible applicants include nonprofit and for-profit housing developers. Applicants must have demonstrated experience and capacity in the development of residential and/or commercial projects. Applicants should have experience completing residential and/or commercial projects of similar size and complexity as the proposed project, and preference will be given to those with demonstrated knowledge and experience in San Joaquin County. No applicants will be considered if they have a record of defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties the Applicant owns or operates.

Eligible Projects

Each Applicant is permitted to submit only one project application for this RFP. Eligible projects must be new construction rental developments, or substantial rehabilitation of existing residential developments for the purpose of creating new affordable rental housing for extremely low, very low, low, and moderate-income households of no more than 120% area median income (AMI). Mixed-use projects (containing both residential and nonresidential space) are also eligible. All Projects must be located within the Tracy City limits.

Sites Available for the Development of Affordable Housing

Tracy recognizes that higher density residential, planned districts, and mixed-use districts provide the potential for lower construction costs because of the economies of scale created and are therefore typically most suitable for development of housing affordable to extremely low- and low-income households. The City's General Plan, adopted by the City Council in December 2011, contains the City's planning goals and objectives that support residential development that maximizes the use of existing public services and infrastructure (LU-1.4) and encourages development near transit stations (LU-1.5).

The City's adopted 2015-2023 Housing Element is a valuable resource for identifying possible affordable housing sites.

Sites listed in the Housing Element are provided for information only. Zoning and general plan designations are subject to change at any time at the discretion of the City Council.

Project Threshold Criteria

- Applicants must have site control as defined in Section IV, G, Site Control below;
- Affordable housing units must remain affordable for at least 55 years from the date of completion of the units;
- Construction of the affordable units must commence within two (2) years of execution of funding agreement, subject to extension at the City's sole and absolute discretion;
- Projects must have reasonable acquisition and construction costs;
- Projects must be soundly underwritten and able to leverage other financing sources and compete well in securing other/competitive funding sources, including, but not limited to: county, state and federal sources, Low-Income Housing Tax Credits (LIHTC), and private equity and will require the City's approval of a financing plan;
- Projects must incorporate high quality design and amenities and be consistent with the City's Design Goals and Standards and will need to take into account accessibility requirements.
- Projects must be designed to be compatible and properly integrate with neighborhood scale, massing and setting;
- Applicant must have demonstrated experience with successful residential/commercial projects, and the ability to timely secure funding sources that minimizes the City's contribution of local funds;
- Projects shall be consistent with the goals and objectives of the Section B of Chapter 1 of the Housing Element; and

- Projects should target extremely low-income households of 30% or less of AMI, very low-income households of 50% or less of AMI, low-income households of 80% or less of AMI. Projects may also be able to target moderate-income households not exceeding 120% AMI, subject to City funding restrictions.

The ability to satisfy these criteria is in no manner whatsoever a guarantee of project funding, and the City reserves the right in its sole and absolute discretion to modify or waive any of these threshold requirements without further notice to proposers or potential proposers.

Review of Proposals & Project Selection Process

City staff and technical consultants will review all proposals submitted that meet the RFP requirements. Proposals that are deemed to be substantially incomplete by staff may be rejected. Proposals will be evaluated based on the Applicant and Project Selection Criteria under Section II below. Proposals that receive favorable staff review will be presented to the City Council, with staff's funding recommendation, for further consideration and for a final funding decision. Once the City Council has made a final decision, staff will begin negotiation of the necessary documents with the selected Applicant(s).

City Financial Participation

The terms of the City's financial participation are not guaranteed and will be determined based on an affordability gap analysis conducted by the City. Depending upon the financial need of the Project, the City may generally provide a capital contribution in the form of a 55-year loan (City Loan) with an interest rate of 3% simple interest, payable from Project residual receipts. The City Loan may include up to $750,000 (Predevelopment Component) to fund specified City approved predevelopment costs (see definition below). The selected Applicant must provide adequate security for the predevelopment component of the City Loan, including but not limited to assignment of the purchase agreement, an assignment of plans and specifications or other collateral documents. The City Loan will be secured by a promissory note and recorded trust deed (Deed of Trust) and will be conditioned upon additional security in the form of a recorded rent regulatory agreement and a notice of affordability restrictions. The City Loan may not be used to fund operating subsidies or supportive services.

The Deed of Trust for the City Loan will initially be recorded in second lien position junior to any private lender acquisition/construction trust deed, and further may be subordinated to other state or federal public agency financing if required by law. Please note that the City's recorded regulatory restriction is required to be senior to all financing, without exception. The selected developer will be required to start construction within two years from the date the Loan Agreement is executed or risk losing the City's funding commitment.

Predevelopment Loan: As security for a Predevelopment Loan, selected Applicants are required to assign to the City its rights and obligations with respect to certain agreements (including purchase agreement), plans and specifications, collateral documents and approvals. If the project is proceeding and subsequent financing is approved, the Predevelopment Loan is rolled into the subsequent loan. If the project proves infeasible, the predevelopment loan may be forgiven in certain circumstances pursuant to the terms of the Predevelopment Loan Agreement.

Predevelopment costs: Predevelopment costs are upfront project costs necessary to determine project

feasibility and include costs of an initial feasibility study: consulting fees, legal fees, architectural and engineering fees, soil and environmental review services, and other upfront expenses incurred during the preconstruction phase. Predevelopment costs do not include option deposits to acquire site control.

Compliance Monitoring Fee

The City charges an upfront Compliance Monitoring Fee to cover the cost of monitoring the developer's compliance with the City Loan Agreement for the term (55 years) of the City Loan. The fee is $5,000 per year, for 55 years, discounted to the net present value using the City's current investment rate as the discount rate.

Legal Fees

The Applicant will be required to enter into a Cost Recovery Agreement (CRA), which would cover charges incurred by the City's outside counsel during the negotiation and execution of loan documents, including both the predevelopment loan and the construction loan.

The chosen Applicant will also be responsible for all fees and costs associated with the development review process.

Environmental Review and Assessment

Projects must comply with the requirements of the California Environmental Quality Act.

Insurance Requirements

The selected Applicant will be required to comply with the City's insurance requirements, summarized as follows:

a. Commercial General Liability insurance (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 insurance (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 insurance coverage shall be maintained as required by the State of California.

d. Professional liability insurance "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.

e. Property insurance, including during the course of construction builder's risk insurance, covering the development, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value.

f. Commercial Crime Insurance covering all officers and employees, for loss of City Loan proceeds caused by dishonesty, in an amount not less than the amount of the City Loan naming the City as a Loss Payee, as its interests may appear.

g. The general contractor, subcontractor, or agent working on the development must maintain

insurance of the types and in at least the minimum amounts described in items a, b, and c above, except that the limit of liability for commercial general liability insurance for sub-contractors is $1 million.

h. All policies, both during construction and after completion, must name the City as an additional insured and provide appropriate endorsements.

The above summary covers general requirements and does not include comprehensive detail about the City's insurance requirements. For specific questions and exact insurance requirements, the Applicant should contact the City's Risk Management Office at HR@CityofTracy.org: or phone: (209) 831-6150.

II. EVALUATION AND SELECTION

Applicant and Project Selection Criteria

Applicants who submit proposals that meet the requirements of this RFP will be evaluated according to the criteria below.

1. Applicant Qualifications, Experience and Management of Rental Housing:

a. Qualifications of the Applicant and development team;

b. Experience completing residential/commercial rental housing projects of similar size and complexity as the proposed project, and preference will be given to those with demonstrated knowledge and experience in San Joaquin County;

c. Applicant's track record of successfully developing similar projects on time and within budget;

d. Positive track record for collaborative negotiations with public agencies (as demonstrated by references);

e. Experience operating residential/commercial rental housing projects of similar size and complexity as the proposed project, and proven track record of positive cash flow and compliance with regulatory agreements, property reserves and property management standards for existing projects; and

f. Quality and track record of on-site management of rental properties, including ongoing upkeep and maintenance of the property, availability of conflict resolution programs, and highly trained on-site managers that maintain a crime-free, healthy and safe environment; and

g. No record of defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties owned or operated by the Applicant.

2. Applicant Financial Capability and Economic Feasibility of Project:

a. Applicant financial strength and track record in securing the proposed financing;

b. Source and amount of equity contributions and other sources of funding;

c. Degree of leveraging of affordable housing funds to secure full funding for the project;

d. Per unit subsidy of affordable housing funding request.

3. Public Benefit and Response to City's Housing Priorities:

a. Project has housing units affordable to extremely low (highly desirable), very-low, low, and moderate income households;

b. Applicant has proven success at gaining community support for affordable housing projects and remaining sensitive to community and neighborhood concerns throughout operations; and

c. Quality of the proposed structures. Attention to detail with a focus on enhancing the quality of life for the future occupants and design compatibility with surrounding neighborhood;

d. Project results in units that can be counted towards the regional housing allocation totals of the City, pursuant to definitions in California law ;

e. Project incorporates City's Design Goals and Standards into some or all affordable units.

4. Site Appropriateness:

a. Preference may be given to Project sites located within ½ mile of a transit station or a transit corridor.

b. Project site has easy access to relevant local services and amenities, such as parks, medical services, fresh foods, schools, etc.

c. Proposed project is consistent with the proposed site's General Plan land use designation and zoning. In cases where the land use designation and/or zoning would require an amendment, applicant can demonstrate that the proposed project warrants an amendment to land use and zoning designations and is compatible with surrounding land uses.

The site's appropriateness should be described in detail in a prepared narrative (see subsection E of Section IV, Submittal Requirements). It should be noted that projects are not required to meet every criterion listed.

5. Completeness, Accuracy, and Quality of Proposal

This includes an overall evaluation of the proposal itself, as evidence of the Applicant's understanding of the project's purpose and objectives, knowledge of the field, and ability to prepare concise reports. It also includes the completeness, accuracy and quality of an applicant's response to questions regarding the proposal.

6. Quality and Completeness of Proposed Budget

The accuracy of the budget reflects both the Applicant's understanding of the budget needed to deliver the proposed project and its ability to prepare accurate fiscal reports.

III. PROPOSAL PROCESS

Proposal Submission Format and Submittal

Applicants must submit material in the following format. See Section IV below, Submittal Requirements, for specific material to be included in proposal application:

- Hard Copies: One (1) original and four (4) copies of complete proposal

- Electronic Copies: All proposal material must also be submitted electronically. The sources and uses proforma, operating proforma and any other budget spreadsheet must be submitted in Excel format.

- **Proposals must be received by 2:00 P.M., Monday, July 22, 2019.**

Deliver to:
City of Tracy
Economic Development
333 Civic Center Plaza, Tracy, CA 95376
econdev@cityoftracy.org

Proposals Become Public Records

Under the California Public Records Act (PRA), ***ALL DOCUMENTS SUBMITTED IN RESPONSE TO THE RFP ARE CONSIDERED PUBLIC RECORDS AND WILL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST***, unless withheld from disclosure for the City's sole and exclusive benefit pursuant to an exception to disclosure under the PRA or other applicable law. Please do not include confidential information or information that may violate the privacy or intellectual property rights of a third party.

Pre-Proposal Meeting

Applicants are encouraged to attend a Pre-proposal Information Meeting on this RFP:

Pre-Proposal Information Meeting:
Date – Wednesday, June 5, 2019
Time – 1:00 p.m. -3:00 p.m.
City of Tracy – City Hall
Conference Room 203
333 Civic Center Plaza, 2nd floor, Tracy, CA 95376

Proposal Process Timeline

The tentative timeline for evaluating and selecting proposals is presented below:

RFP SCHEDULE	
EVENT	**DATE**
RFP released	Monday, June 10, 2019
Pre-Proposal information meeting	Wednesday, June 26, 2019
Proposals due	**By 2 P.M., Monday, July 22, 2019**
Initial review of proposals completed	August 2019
Applicant interviews **(Specific date TBD)**	August/September 2019
City awards funding	September/October 2019
Loan, Regulatory Agreements Negotiation	September/October 2019
City approve Loan and Regulatory Agreements	October/November 2019

Right to Reject Proposals

The City reserves the right to reject any and all proposals for any reason, and at its sole discretion. The City reserves the right to alter the guidelines in the RFP at any time, at its discretion. Interested Applicants are therefore encouraged to submit all inquiries or questions to Barbara Harb at barbara.harb@cityoftracy.org before preparing a proposal in response to this RFP. All inquiries and/or questions shall be submitted no later than Friday, June 28, 2019.

IV. SUBMITTAL REQUIREMENTS

A. Cover Letter

Provide a brief summary of the proposed Project and discuss your firm's qualifications, why you are uniquely qualified to merit the City's investment, and why your proposal should be selected for funding.

B. Development Entity

- Identify the entity with the legal authority to contract directly with the City, including all joint ventures/limited partners and their percentage ownership interest (if applicable).

- Include resumes of key individuals and their roles.

- Identify person who has the legal authority to enter into a contractual agreement with the City on behalf of the Applicant.

C. Financial Statements

In order to assess the financial soundness of the Applicant's proposed development entity, the submittal shall include a copy of the most recent and prior years audited financial statements of the Applicant and each proposed development entity/joint venture partner, if applicable.

D. Experience

- Provide evidence of past project experience, particularly with developing residential/commercial projects. For not less than three (3) projects include: a brief narrative description of the project, the Applicant's role, the cost of the project, amounts and sources of funds used to finance the project, the date the project was completed, audited financial statements for the three most recent years of each projects operations, and indicate if the project was completed on time and within budget.

- For each of the projects identified above for past project experience, provide a reference with the applicable city or redevelopment agency/redevelopment successor agency including name, email address, and phone number.

E. Description of Proposed Project Concept

- Provide a written description of the proposed Project, scale of development (stories, type of construction, size, use of proposed tenants of commercial component (if applicable), occupancy restrictions, number and size of units, number of parking spaces, and type of amenities).
- Provide basic site information such as property address, APN square footage, existing uses, current General Plan land use designation and zoning; indicate if the proposed Project is consistent with the existing zoning, or if rezoning is required.
- Describe the property location, neighborhood, transportations options, local services and amenities (full-service grocery store, neighborhood park, pharmacy, medical facility, schools, etc.) within close proximity to the site (include distance, e.g., ¼ mile, ½ mile).
- Provide a graphic depiction of the proposed Project consisting of a preliminary site plan and elevation. Overly detailed architectural renderings or glossy materials are discouraged in response to this RFP.
- Describe how the Project will be managed. Also, provide a list of rental projects that are currently under the company’s management, if applicable. Include each property’s location, number of units and number of affordable units.

F. Financing Plan and Proforma

Provide a narrative description of the proposed method of financing the proposed Project including all sources of debt and equity. In the case of a proposed tax credit project, identify the assumed tax credit pricing/cents on the dollar projected in the proposed project’s Sources and Uses. Given the competitive nature of many of the available county, state and federal funding programs, the narrative should describe the Applicant's approach to alternative financing scenarios as a contingency to the preferred plan.

The proposal should also include a complete preliminary financing proforma of the proposed Project including:

- Total development cost budget, itemized for each component of the Project, identifying predevelopment costs, estimates of land acquisition and site preparation costs (if applicable), direct construction costs (for each component) and all indirect and financing costs, including the developer fee, construction escalation, design contingency, and construction contingency of no less than 10%.
- For mixed-use projects, a development budget with the costs attributable to the commercial/retails component clearly delineated from those for the residential component.
- A complete sources and uses of funds table for both construction and permanent financing for each component of the Project. The table should clearly indicate the amount of requested Affordable Housing financial assistance and the proposed repayment terms of such assistance.
- An estimate of Project income and Project operating expenses, including rents for each unit type, vacancy rate, operating expenses, debt service, and all distributions of remaining cash flow. The table should clearly detail assumptions on rents for all unit types including utility allowance factors and other sources of income. Also, include a 55- year operating projection with assumptions for out-year escalations.
- Details of incoming targeting, expected rents and a detailed affordability gap analysis.

G. Evidence of Site Control

At the time of proposal submission, the Applicant must have site control of the property for the proposed Project for which funding is requested. The Applicant must show that if the proposal is selected, site control can be maintained until the property can be acquired. As evidence of site control, one of the following documents must be submitted with the application:

- Purchase agreement, including evidence that the agreement is for a term that is sufficient to hold the property until the anticipated date of purchase;
- Option to purchase or lease, binding on seller or landlord, including evidence that options are renewable until the anticipated date of purchase;
- A long-term lease agreement with a term of not less than 75 years;
- Executed land sales contract or other enforceable agreement for acquisition; or
- Other evidence that Applicant has site control acceptable by the City.

H. Appraisal

A fair market value appraisal of the property is required that has been completed within six months of the application deadline. The appraisal must conform to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice. All appraisers must be California State licensed/certified.

I. Preliminary Title Report

A preliminary title report dated within 30 days of the application deadline.

J. Phase I Environmental Assessment

Applicants must provide a copy of the completed Phase I Environment Assessment prepared by a qualified environmental firm, along with all other available environmental due diligence materials.

K. Relocation Plan

If the Project involves temporary or permanent relocation of residential or commercial tenants, please provide a narrative Relocation Plan and Relocation Budget. The Relocation Plan should include:

- A description of the applicable relocation requirements and relocation benefits to be provided;
- A cost estimate of relocation expenses;
- Identification of the number of households or businesses to be displaced;
- The current rent roll; and
- A description of the proposed advisory services that will be provided to the displaced households/businesses.

All relocation plans must comply with applicable federal and state regulations.

L. Community Outreach Plan

Provide a plan for conducting community outreach to neighbors of the proposed Project and community groups. The outreach plan should describe how the Applicant intends to build support for the Project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.

M. Residential Services Plan

If applicable, provide a residential services plan that describes services to be provided to tenants (childcare, computer training, etc.) and demonstrates how supportive services for the tenant population will be provided and funded. The plan should also show funding commitments for services.

N. Project Schedule

Provide a preliminary Project schedule identifying the estimated date of achieving key milestones including: securing of all financing commitments, acquisition of the site, start of construction, completion of construction, and lease-up and stabilization of residential and commercial operations (if applicable). Project schedule should start within 30 days of date the Applicant's project is selected.

ATTACHMENT B

City of Tracy Request for Proposals for Affordable Housing Funds for Rental Housing Development

Housing Authority of the County of San Joaquin

Project: Tracy Apartments Phase I

2575 Grand Canal Blvd Suite 220

Stockton, CA 95207

July 22, 2019

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A. Cover Letter

Provide a brief summary of the proposed Project and discuss **your firm's qualifications, why you are uniquely qualified to merit the City's** investment, and why your proposal should be selected for funding.

HACSJ
HOUSING AUTHORITY
COUNTY OF SAN JOAQUIN

Peter W. Ragsdale
Executive Director

July 22, 2019

BOARD OF COMMISSIONERS

Dale Cose
Chairperson

Lester Patrick
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Ryan Gresham
Second Vice Chairperson

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Commissioner

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Commissioner

Martha Moore
Commissioner

Rudolph Willey
Commissioner

Alan R. Coon
General Counsel

City of Tracy
Economic Development
333 Civic Center Plaza
Tracy, CA 95376

RE: Housing Funds for Rental Housing Development RFP

Dear City of Tracy:

The Housing Authority of the County of San Joaquin (HACSJ) is pleased to submit a proposal for City of Tracy's Housing Funds for Rental Housing Development.

HACSJ celebrating its 77th Anniversary has constructed, owned and managed affordable housing in San Joaquin County since its formation on March 9, 1942 and proudly serves over 6,100 households. HACSJ and related entities operate multiple state and federal programs including: the Housing Choice Voucher Program, the U.S. Department of Housing and Urban Development Veteran's Affairs Supportive Housing (HUD-VASH) Program, Project-Based Voucher Program (Seniors), Project-Based Voucher Program (Persons with Disabilities), Project-Based Voucher Program (Families), ACC units, USDA Year-Round Farm Labor Housing, Seasonal Migrant Housing, and Market Rate Property, to assist the low to moderate income community.

HACSJ, with partners, are completing construction and beginning occupancy of two Low Income Housing Tax Credit (LIHTC) properties: Sierra Vista I, a 115 unit $38 million project; and Medici Artist Lofts consisting of 34 unit $15.2 million project. HACSJ has two additional LIHTC projects under construction: Sierra Vista II, with a budget totaling $40 million for 100 units; and Cottage Village Senior Apartments, a 48 unit senior housing project with a total budget of $13.3 million.

The proposed Tracy Apartments Phase I development is the first phase of the redevelopment of Tracy Homes, a sixty five year old,

2575 Grand Canal Blvd.
Suite 100
Stockton, CA 95207

(209) 460-5000
FAX (209) 460-5100

TDD 711 or
1-800-855-7100

stick built barrack-style public housing project that is functionally obsolete and beyond continued re-capitalization. HACSJ proposes to redevelop and reposition its public housing properties in Tracy, CA through phased development creating desperately needed new affordable housing to meet the needs of Tracy residents.

There is an opportunity in Tracy Apartments Phase I, considering the proximity of the redevelopment to the proposed transportation hub, Valley Link Rail, to increase the current density (60 residential units) to a medium density (80 residential units) or, potentially with a density bonus, reaching a transportation density (100 residential units). Tracy Apartments Phase I will increase current affordable housing stock, increase experiences around community amenities and self-sufficiency as well as address quality of life concerns by reducing transportation costs and traffic. Systemically, the development of new affordable housing units will assist rent burdened families from becoming homeless.

Tracy Apartments Phase I will occupy land that is part of HACSJ's public housing portfolio within the City of Tracy. Tracy Apartments Phase I is bordered by West 4th Street to the north, West Mount Diablo Avenue to the south, West Street to the east, and is east of Diablo Place. HACSJ is proposing to demolish 60 residential units of existing public housing and replace it with a minimum of 80 affordable Low Income Housing Tax Credit (LIHTC) housing consisting of both ACC and Project Based Voucher units. HACSJ is hopeful that the City of Tracy considers a density bonus for the project creating up to 100 residential units.

It is important to emphasize that, since 1942, the Housing Authority's mission has been to provide safe, decent and affordable housing to the residents of San Joaquin County. The conceptual design for Tracy Apartment Phase 1 will be a multi-family affordable housing with nearly 50 percent of the units for large families. HACSJ will submit an application and compete for LIHTC funding which, if awarded, will leverage city and agency resources to modernize and densify affordable housing in the City of Tracy. This housing need will only multiply as the City of Tracy expands commuter rail service. Further, the selection of the Tracy Transit Station as the hub for the Valley Link Rail will create interest in the downtown core but, in turn, will increase rents reducing affordability within the City.

HACSJ is uniquely qualified to multiply the City's investment as it owns land for Phase I, with an appraised value of $3.88 million dollars, and, unlike many other affordable developers, has financial resources available to contribute to the Tracy Project Phase 1. As San Joaquin County's voucher administrator HACSJ will pledge up to 100 rental assisted units. In addition, HACSJ is the only local agency with federal subsidy which annually adjusts the cost of housing for the working class. These resources increase the competitiveness of a LIHTC application (CTCAC tie breaker).

HACSJ intends to redevelop all of its Tracy portfolio beginning with Phase I which will concentrate on rebuilding and expanding affordable multi-family apartments as described in this application. Phase II project will develop HACSJ's properties on 11th Street and Tracy Boulevard focusing on mixed income, mixed use, transit adjacent multi-family housing. Our Phase III project will address workforce and senior housing. Phase IV will concentrate on HACSJ's scattered sites by constructing homeownership opportunities for Tracy residents.

HACSJ looks forward to discussing our Tracy Apartments Phase I in further detail.

Sincerely,

Peter W. Ragsdale
Executive Director

B. Development Entity

- Identify the entity with the legal authority to contract directly with the City, including all joint ventures/limited partners and their percentage of ownership interest.
- Include resumes of key individual and their roles.
- Identify person who has the legal authority to enter into a contractual agreement with the City on behalf of the Applicant.

The Housing Authority of the County of San Joaquin (HACSJ) has the legal authority to contract directly with the City of Tracy. HACSJ through its non-profit Delta Community Developers Corp. will create a limited liability partnership to assemble a capital stack to facilitate the financing as well as provide non-profit status for the welfare tax exemption. This project will contain Low Income Housing Tax Credits (LIHTC) and a limited partner will impact ownership of the proposed improvements. HACSJ will retain ownership of the land and will create a ground lease to increase project leverage.

Resumes are included for the following HACSJ personnel involved in development:

- Peter W. Ragsdale, Executive Director
- Gerald Jones, Deputy Director
- Alan R. Coon, General Counsel
- Melinda G. Hazard, Director of Finance
- Carena Lane, Director of Occupancy and Housing Compliance
- Thomas Gerber, Director of Information Technology
- Enrique Lopez, Director of Construction

This team individually has decades of affordable housing experience in engineering, legal, accounting, eligibility, technology and construction. Mr. Ragsdale, while relatively new to HACSJ, has over 25 years of experience in affordable housing and has been part of developing nearly 2,000 affordable units.

Mr. Ragsdale has the legal authority to enter into a contractual agreement with the City of Tracy for both HACSJ and its development non-profit.

HACSJ is in the process of procuring a development partner to the best advantage of the project. HACSJ intends to make every effort to provide the maximum quality of construction, design and operation as its properties create a multi-generational footprint on the City of Tracy. Proposals have been submitted and interviews are scheduled with two respondents. HACSJ anticipates selecting a development partner for this project in August 2019.

July 2019

Curriculum Vitae
For
Alan Richard Coon

Education: Univ. of Stanislaus, California, BA in Psychology with Minor in Business,1982; Juris Doctorate from Humphreys College, School of Law, CA, 1985.

Past Legal Employment: Upon passing state bar exam I joined the business and tax firm of Calone, Roster & Shore in Stockton, CA as an associate through 1987. Joined law firm of Bray, Geiger, Rudquist, Nuss and Moyse as an associate in 1987 and became partner several years later remaining until leaving Geiger, Coon & Keen in February of 2009 to open up solo practice and act as General Counsel to clients discussed infra. My practice varied over the years and included general and corporate litigation, banking law, bankruptcy, public agency representation, water rights, contracts, employment law, business formation and real property matters.

General Counsel Employment: In 2009 I was employed as in-house General Counsel for the Housing Authority of the County of San Joaquin and now including their affiliated public and nonprofit entities. The legal services and advice to Board of Commissioners include: agenda and board attendance, Brown Act, conflict of interest, etc.; contract negotiation and drafting; corporate formation and governance; real property leasing, purchase, development and sales; commercial and residential property management and unlawful detainer matters; employment law, including union matters and MOUs; litigation and insurance defense matters; and legal advice generally provided to public housing authorities receiving federal (HUD), state and local grants and resources necessary for the development and maintenance of senior and low income housing. I have developed knowledge of state and federal procurement rules; public works law; ethical rules required of board members (e.g. AB 1234, Conflict of Interest Rules; and Form 700, etc); state and federal privacy acts; Closed Session protections; FOIA & CPRA; ADA; FHEO; and fair housing laws

Additional Clients: Currently I also act as the Attorney and Secretary for Reclamation District #s 2029 (Empire Tract), 2044 (King Island) and 2064 (River Junction) ("Districts"). These Districts comprise approximately 13,000 acres of farmland requiring advice on flood control, levee maintenance, water rights and state water quality control matters. My services for the Districts also include Board representation, preparation of budgets, annual reporting and audit, protection of water rights, encroachments, easements, environmental matters and water use reporting. I have knowledge of State Subvention, State Special Project, FSRP and FMAP programs; assessment requirements (Prop. 218); financing; and water rights, use and reporting. I also provide general legal advice as needed for miscellaneous clients including Brett Harte Water Users, San Joaquin Marketing Association and Amador College Connect Foundation.

Current and Past Volunteer Efforts: I have been or am currently a board or committee member of the following organizations and committees: American Bar Association; California State Bar Association; San Joaquin County Bar Association (Board of Governors and San Joaquin Judicial Evaluation Committee); California Special District Association (Legislative Committee); and Friends of the Amador County Library. My past and current volunteer efforts include the San Joaquin Mental Health Association; San Joaquin County Bar Scholarship Committee; Pacific Athletic Foundation; Amador College Connect (ACCF); San Joaquin County Employment and Administrative Referee; former Volunteer Small Claims Judge; Y.M.C.A. of San Joaquin County; Amador Grape Growers Association; Amador Farmer's Association; and Amador Irrigator's Association.

CARENA D. LANE

1970 Oxford Way, Stockton, CA 95204
(209) 905-8928
carenalane@yahoo.com

Education

M.A. Human Behavior (March 2014)

- National University

B.S. Organizational Leadership (April 2012)

- National University

A.A. (Honorable Mention) General Business (June 2008)

- San Joaquin Delta College

Experience

Director of Occupancy and Housing Compliance (January 2010 – Current)
Housing Authority County San Joaquin (2575 Grand Canal Blvd. Stockton, CA 95207)

Oversight of federally funded rental assistance programs; including Housing Choice Voucher program, VASH, Family Unification program, and Mainstream Vouchers. Oversight of Jobs Plus initiative. Responsible for tenant relocation relative to development activities. Interpret federal, state, and local regulations and program guidelines to ensure compliance. Monitor program performance. Coordinate departmental activities. Monitor the performance of supervisory and line staff. Implement and enforce department policies and procedures according to applicable regulations. Conduct and attend community meetings and workshops. Oversee contract and grant activities. Prepare reports and presentations for Board of Commissioners approval. Budget planning.

Interim Asset Manager (August 2009 – January 2010)
Housing Authority County San Joaquin (448 S. Center St. Stockton, CA 95204)

Oversight of the property management functions. Ensure the condition of the property is maintained. Monitor the performance of staff. Involved in capital planning and improvements of properties. Provide financial oversight. Provide recommendations for maintenance service contracts. Conduct unit inspections from a property performance perspective. Create marketing and advertising materials. Conduct community orientations and workshops. Oversee resident services/self sufficiency programs; conduct needs assessment and establish goals. Prepare reports and presentations for board of commission approval. Managed 245 property units.

Compliance Supervisor (June 2003 – August 2009)
Housing Authority County San Joaquin (448 S. Center St. Stockton, CA 95204)

Responsible for the coordination and implementation of administrative duties related to the **organization's** rental assistance programs. Supervise and monitor the performance of line staff. Perform duties related to the management and maintenance of housing programs. Maintain confidential case records in accordance with federal regulations and organization policies. Conduct community orientations and workshops. Conduct group briefings. Create marketing materials. Grant applications. Oversee resident services and self sufficiency programs. President of the San Joaquin Housing Authority Management Association and leader of the bargaining team.

Senior Program Assistant (June 1997 – June 2003)
Housing Authority County San Joaquin (448 S. Center St. Stockton, CA 95204)

Performed general clerical and administrative work, including data entry, receiving and distributing materials, answering telephones, maintaining files and records, mailing verifications, customer follow-up, answering questions, and generating correspondence. Created outreach and marketing materials.

Skills

- Tenant relocation activities, grant applications, basic office skills, supervisory and management principles, Microsoft Office programs, quickly adapt to computer software programs, Yardi Voyager Software, PIC, Windows XP and Vista.

Certifications

- HCV Executive Management, Public Housing Management; UPCS & HQS Inspections, Tax Credit Basics

GERALD "CHIP" W. JONES, JR.

Phone: 209-406-6206 Email: gjones@hacsj.org

Mr. Jones is the Deputy Director for the Housing Authority serving as development and construction project manager for over 10 years. Mr. Jones brings creativity and expertise to the team which has garnered the agency's building expansion. Mr. Jones brings 40 years of construction and development experience to the Authority.

Work Experience

Housing Authority of the County of San Joaquin, Deputy Director
April 14, 2009–Present
Project Manager, Development, Forward Planner

Development Resource Consultants (DRC), Vice President
January 1, 2008– January 31, 2009
Office Manager, Land Planning, Project Manager

Mid-Valley Engineering, Director of Project Managers
April 2007 – September 2007
104-acre Madera Town Center, 600 Residential Triple "L" in Madera, CA Belleview High School offsite, Merced, CA

Standard Pacific Homes, Central Valley Div., Sr. Forward Planner
August 2005 – November 2006
Land Planning and Entitlement Process

SunCal, Northern California Division, Project Manager
September 2004 – August 2005
Land Planning, Entitlements and Construction Management

Kimball Hill Homes, Land Development Manager
October 2002 – September 2004
Land Planning, Entitlements and Construction Manager

Teichert Construction, Engineer/Estimator
September 2000 – October 2002
Private Residential and Commercial Development

Grupe Communities, Director of Land Development
February 1998 – September 2000
Land Development Manager for Brookside Estates and Tracy Hills

Siegfried Engineering, Design Engineer
June 1995 – February 1998
Structural & Civil Designs and Marketing

Education

University of the Pacific's School of Engineering
1996 Bachelor of Science in Civil Engineering
Environmental Engineering, Structural Analysis & Aquatic Engineering

Melinda Hazard
2339 Presidente St.
Stockton, CA 95210
(209) 403-3653

PROFESSIONAL EXPERIENCE

Director of Finance, HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
448 S. Center St., Stockton, CA 95203
October 2010 to present

- Full management responsibility for Finance and Human Resources Departments
- Develops policies and procedures for improving financial operations and internal controls
- Develop and monitor annual budgets totaling $50 million including approving expenditures and necessary adjustments.
- Evaluate cash flow, excess revenues, and reserves including determination of authorized uses.
- Complete monthly drawdown of funds including operating subsidy and grant funds from the HUD.
- Complete submission of annual financial statements to HUD and USDA and work with independent auditor for completion and submission of audited financials.
- Prepare administrative and financial reports
- Assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures
- Actively monitor changes in laws, policies, and HUD regulations and make necessary changes in Housing Authority procedures
- Grant writer for the Authority including development of budgets, identified sources, available reserves and affirmatively furthering fair housing.
- Assists in the preparation of and evaluates proposals for the independent audit and banking services.
- Represent the Housing Authority when meeting with financial institutions to discuss financing options for the development projects and negotiation of refinancing loans on Housing Authority owned property.
- Develop pro forma income statements to evaluate effects of development activities for the public housing development of Sierra Vista and non-subsidized properties including Low Income Housing Tax Credit transactions, HOME and CDBG funds, and HUD funding.
-

Director of Rental Assistance, HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
448 S. Center Street, Stockton, CA 95203
July 2009 to October 2010

- Oversaw Housing Choice Voucher Program including $35 million budget and 27 employees. Supervise, motivate, evaluate and train staff to ensure productivity and program compliance.
- Identified and applied for available funds to expand services including participating in negotiations with community agencies to establish or coordinate resources.
- Prepared and submitted required reports and responded to inquiries from Department of Housing and Urban Development.

- Supervised, trained, motivated and evaluated subordinates to ensure occupational growth, effectiveness and productivity.
- Performed duties related to the management and maintenance of the Housing Authority's Housing Choice Voucher Program, including contracts, special programs, and projects.
- Actively monitored changes in laws, policies, and HUD regulations and ensured adherences to those changes relating to the Housing Choice Voucher Program and public housing eligibility.

Compliance Supervisor, HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
448 South Center Street, Stockton, CA 95203
May 2006 to July 2009

- Responsible for overseeing the Housing Choice Voucher Program, Project-Based Voucher and Public Housing waiting lists including selection and eligibility determination to ensure all participants were selected in accordance with HUD regulations and Housing Authority policies.
- Responsible to ensure compliance with the Housing Quality Standards (HQS) including assurance that all assisted units were inspected annually, appropriate action taken for all failed HQS inspections, proper documentation including submission of HUD 50058 forms occurred for inspections and conducted quality control HQS inspections.
- Ensured rent reasonableness surveys were conducted, correct payment standards and utility allowances were applied for all approved Housing Assistance Payment (HAP) contracts. Ensured HAP contracts were maintained for all assisted units and HAP contract provisions were enforced.
- Enforced the policies and procedures established in the Housing Choice Voucher Program Administrative Plan and corresponding written procedures.
- Established and maintained rapport with participants, applicants, and owners.
- Conducted outreach, mediated complaints, conducted informal reviews and investigated possible fraud allegations. Supervised, trained, motivated and evaluated subordinates including identifying training needs of personnel.
- Performed duties related to the management and maintenance of the Housing Authority's Central Applications Department including wait list management and program eligibility for the Housing Choice Voucher and Public Housing programs.

Deputy Director, SAN JOAQUIN FAIR HOUSING, INC
247 E. Miner Avenue. Suite A, Stockton, CA 95203
March 1993 to February 1995 and July 1996 to May 2006

- Developed and managed $250,000 budget including accounts payable, receivables and payroll.
- Worked with independent auditor to gather and provide documentation necessary for annual audits.
- Conducted grant writing and completed reporting to fulfill grant and funding requirements.
- Conducted education, consultation, and mediation on Federal and State Fair Housing Laws in the sales and rentals of single and multi-family homes.

- Provided information and mediation for tenant/landlord rights and responsibilities including housing inspections for San Joaquin County residents with emphasis on eliminating blight and substandard rental units.
- Conducted public outreach through informational seminars to community groups and participated in community forums.
- Responsible for supervision of office staff.
- Attended Board of Director's meetings, compiled required material and transcribed Board minutes.

EDUCATION

University of Phoenix -Master of Business Administration
University of Phoenix - Bachelor of Science Business Management
San Joaquin Delta College - Associate of Arts
Lodi High School- Diploma

PROFESSIONAL DEVELOPMENT/TRAINING

Intermediate HUD Accounting, Budgeting and Reporting
Introduction of Mixed Finance
PHA Annual Financial Reporting (FASS_PH) System
Public Housing Management
HCV Specialist
HCV Housing Quality Standards Specialist
Uniform Physical Condition Standards Specialist
Fundamentals of Fair Housing – National Fair Housing Alliance
Mortgage Lending Discrimination Investigation and Testing – National Fair Housing Alliance

PROFESSIONAL ORGANIZATIONS

Treasurer – NorCal Nevada Chapter of NAHRO
Member - National Association of Housing and Redevelopment Officials (NAHRO)
Board of Directors - San Joaquin Fair Housing

Peter W. Ragsdale
2985 Lombard Street, Lodi CA 95242
(518) 281-0165
peter.w.ragsdale@gmail.com

EXPERIENCE

November 2015 - Present

Housing Authority of the County of San Joaquin, Stockton, California
Executive Director

- Chief executive officer and board secretary for authority with a $50 million annual operating budget with 85 employees.
- Amplifies and implements Board of Commissioner vision in repositioning capital assets of the authority, economic self-sufficiency programming and advocacy for affordable housing in cities and county in authority jurisdiction.
- Responsible for leadership and business development for Delta Community Developers Corporation the non-profit development instrumentality of the authority.
- Closed four LIHTC transactions with 291 units in production.
- Partnership with County of San Joaquin Behavioral Health Department with an award of $3.5 million for adaptive reuse project producing 37 units of supportive housing.
- Provide HACSJ leadership team on various operational areas including finance, asset management, Housing Choice Voucher administration as well as management of the authority's market rate portfolio.

Jan 2011 - October 2015

Albany Housing Authority, Albany, New York
Deputy Director

- Responsible for leadership, management, and supervision of Finance, Section 8 Asst. Housing, Admissions, Recertification/Collections, Purchasing/Technology, Asset Management and Maintenance departments of AHA's public housing and tax credit and market rate properties.
- Coordinated annual budgets and goal settings for approximately 2200 affordable units and 2400 Section 8 vouchers. Reviewed budget to actual reports with staff to measure property performance for management controls and effectiveness. • Coordinated AHA's Risk Management program and insurance procurement. • Provided leadership for AHA's strategic planning initiatives for agency wide administrative purposes for compliance with HUD and LIHTC partners. Provided similar leadership for all property management resources to achieve continuous improvement of operations and services.
- AHA lead for labor relations and negotiations.
- Responsible for contract staff for AHA led technology facilities funded through HUD ROSS (Resident Opportunities and Self-Sufficiency) grants and HUD FSS programs for Public Housing and Section 8. Centers operated with a staff of 8 with budget of approximately 368K per year.

July 2005- Dec. 2010

Albany Housing Authority, Albany, New York
Director of Administration

- Coordinated and supervised Information Technology, Procurement and Inventory and Risk Management for agency of 120 employees with an annual operating budget of 40 million dollars. Direct supervision of a staff of 11.
- Responsible for coordination of HUD Asset Management Model, and lead Stop/Loss preparation kit team for 1800 Federal Public Housing units of 2200 total. Successful implementation stalled HUD subsidy cuts of 2.2 million dollars.
- Developed policy and procedures for implementation of Asset Management for Operations staff. Creation and consolidation of management reporting for AMP leaders for Operations and budget purposes. Reporting included skilled trades, general repair, property managers and finance. Programming included technology training, job readiness training and G.E.D programs.

- Developed technology policies agency wide for development and implementation of software, hardware and voice/data infrastructure covering 13 management offices.
- Coordinated technology needs for Section 8 staff responsible for 2,400 vouchers.
- Maintained agency procurement policy and procedures. Responsible for Recent implementation of new purchasing software consolidating all sites and staff
- Coordinates HUD Network Neighborhood funding. Centers operated with a staff of 8 with budget of approximately 300K per year.
- Management bargaining team for contract negotiations with CSEA and PEF unions. Electronic purchasing methods.
- Responsible for four Technology facilities funded through HUD ROSS (Resident Opportunities and Self-Sufficiency) grant.

September 1996 – July 2005

Albany Housing Authority, Albany, New York

Management Information Systems Coordinator

- Responsible for the design, procurement and operation/administration of Information Systems for all AHA departments.
- Migrated agency from AIX RS6000 Platform to Linux Red HaUHP Blade Center for all dedication housing applications.
- Migrated from Nortel Contivity / Cisco PIX platform to Sonicwall VPN for inter-office connectivity.
- Developed, implemented, and oversaw management of software applications including GIL, Payroll, Tenant Accounting, Section 8, Work Order/Inventory etc.
- Supervised and coordinated help-desk staff of 2.
- Maintained contracts for development teams for software upgrades and modifications.
- Coordinated network installation for Security equipment for all AHA Hi-rise buildings for card access systems and DVR based video.

September 1991 – Present

Off Hours Consulting, Delmar, New York

Principal

- Contract support for small businesses, local government agency and not-for-profit of Windows networks, Hosted services, Firewall/Security/VPN appliances and Exchange.
- Sales and support with 3 staff technical engineers.
- Software support of various accounting packages such as Timberline, AutoMate, Quickbooks, TimeSlips and Calyx Point.

Fall 2001 - Spring 2004

Hudson Valley Community College, Troy, New York

Instructor

- Continuing Education Instructor for Win2K Networking for HVCC Workforce Development Institute.
- Develop curriculum for lecture and lab.

December 1995 - August 1996

American Chemical and Equipment Co., Latham, New York

Network Administrator/Marketing

- Supported LAN of Novell 3.11, Windows 95 workstations and RealWorld Inventory and Accounting software
- Created and designed literature for mail order division in QuarlXPress and Adobe Photoshop.
- Coordinated and managed pre-press and printing process for all departments.

EDUCATION:

The College of St. Rose, Albany, NY
Huether School of Business
Masters of Business Administration
2014

State University of New York at Albany, Albany, NY
Nelson A. Rockefeller College of Public Affairs and Policy
Graduate Coursework 1992-1996

Franklin and Marshall College, Lancaster, PA
BA Government / Minor concentration History 1991

PROFESSIONAL AFFILIATIONS

Board Member - Present

Capital District YMCA - Black and Latino Achievers Board Member

CERTIFICATIONS/ TRAINING

Certified Public Housing Manager with Nan McKay
Certified Procurement and Contract Management with Nan McKay
LIHTC Certified with Quadel Consulting Group
Microsoft Certified System Engineer/ Microsoft Certified Trainer
I.**T.** Project Management
IREM - Institute of Real Estate Management - Marketing and Leasing: Multifamily Properties - MK

ENRIQUE LOPEZ

Phone: 209-649-3804 Email: rlopez@hacsj.org

Mr. Lopez is the Director of Construction for the Housing Authority. Mr. Lopez brings over 25 years of progressively more responsibility in his tenure. He brings varied construction and maintenance expertise to the team.

Work Experience

Housing Authority of the County of San Joaquin

Director of Construction, 10/2018 –Present

Maintenance Project Manager, 8/2011-10/2018

Assistant Project Manager, 7/2009-8/2011

Construction Supervisor, 3/2008-7/2009

Construction Lead Technician, 6/2007-3/2008

Construction Technician, 6/2003-6/2007

Construction Training Assistant, 2/1999-6/2003

Supervisor, Resident Training Program, 6/1995-2/1999

Maintenance Summer Youth Program Summers of 1992 and 1993

Education, License, and Training

State of California, Department of Consumer Affairs
General Building Contractors License

Housing Authority of the County of San Joaquin
General Construction Vocational Training Program

San Joaquin Delta College
Certification in Plumbing, Electrical, Carpentry, and HVAC

Rural Community Assistance Corporation
Wastewater Operator Certification

Thomas E. Gerber

1001 West Vine St. Stockton, CA 95203 | (209) 465-7169 | tlgerber@pacbell.net

Profile

- Cisco Certified Academy instructor, (CCAI).
- Cisco Certified Network Associate, (CCNA).
- CompTIA A+ Certified
- CompTIA Security + Certified
- CompTIA Network+ Certified
- Microsoft MOS Certified, Access
- Proficient with Cisco IOS and packet switching firmware.
- Expertise with Windows 10, Server 2019, Exchange 2019, Active Directory 2019.
- 27 Years Experience in computer networking and repair.
- 12 Years Experience in Technical Instruction.
- 12 Years Experience in corporate training

Education

M.S., NETWORK COMMUNICATION MANAGEMENT | APRIL 2008 | DEVRY UNIVERSITY-SACRAMENTO, CA

B.S., COMPUTER INFORMATION SYSTEMS | 2003 | UNIVERSITY OF PACIFIC – STOCKTON, CA

A.S., COMPUTER SCIENCE | 2000 | SAN JOAQUIN DELTA COLLEGE – STOCKTON, CA

Experience

DIRECTOR OF INFORMATION TECHNOLOGY | HOUSING AUTHORITY COUNTY OF SAN JOAQUIN | 2010 - CURRENT

- Manage Agency Network Infrastructure &Security
- Manage Yardi Systems Voyager Database Management System
- Manage HACSJ online RentCafe Portal
- Manage Mitel VoIP Phone System
- Manage Agency Avigalon & Genetec CCTV Camera Systems
- Manage agency I.T. Budget
- Oversee ConnectHomeUSA Program
- Organize, plan deploying Girls Who Code Clubs at all public housing sites
- Organize, plan and deploy youth summer tech camps
- Oversee AmeriCorps VISTA assigned to ConnectHomeUSA project
- Design and production of agency annual reports
- Design and maintenance of agency websites
- Organize and administer agency's public housing First Tee partnership.
- Planning and organize agency's scholarship foundation golf tournaments.

PROGRAM DIRECTOR TECHNOLOGIES AND CONSTRUCTION MANAGEMENT | HEALD COLLEGE-STOCKTON, CA| 2008 - 2010

- Responsible for Master Schedule of classes offered
- Responsible for all schedule change requests
- Responsible for planning and maintaining budget for both department
- Responsible for managing student retention
- Responsible for quality of instruction through instructor observations and reviews
- Responsible for revision of courseware when applicable
- Responsible for hiring and terminating employment of faculty
- Responsible for team building within my departments as well as throughout the company
- Responsible for building new programs such as Cisco program, MCSE program, Construction Management.

INSTRUCTOR | HEALD COLLEGE-STOCKTON, CA| 2004-2008

- Cisco Networking Academy
- Introduction to Computer Programming
- Introduction to Computer Hard ware
- Introduction to Networking
- Introduction to Web Page Development
- Introduction to Computer Security
- Introduction to Microsoft Word
- Advanced Database Concepts
- Database Management
- Computer Forensics
- Introduction to Linux
- Disaster Recovery
- Defensive Countermeasures
- Introduction to Business Principles
- Introduction to E-Commerce

CONTRACT INSTRUCTOR | THE SAGE GROUP-BALTIMORE, MD| 2000-2010

- Instruct 7-week Data Communication Course.
- Instruct 8-week Basic Electricity Course (DSAT).
- Instruct 4-week Accelerated Switching Boot Camp (ASBC)
- Instruct8-week Computer Repair and Maintenance (CRM)
- Instruct 7-weck Microsoft Office Trilogy (Word, Excel, PowerPoint)
- Instruct 5-week Digital Subscriber Line Course (DSL)
- Instruct 7-week Cisco Certified Network Associate course (CCNA)
- Instruct 7-week Voice over IP course (VoIP)

ADJUNCT INSTRUCTOR | UNIVERSITY OF THE PACIFIC-STOCKTON, CA| 2005-2010

- Computer Confluence

Contract Instructor, Technology | DeVry University-Sacramento, CA| 2005-2012

- Advance PC Applications, BIS 150
- Database Management, BIS 240
- Introduction to Computers, Comp 100

C. Financial Statements

In order to assess the financial soundness of the Applicant's proposed development entity, the submittal shall include a copy of the most recent and prior years audited financial statements of the Applicant and each proposed development entity/joint venture partner.

Audited financials have been prepared by an independent auditor, Smith Marion and Company. The following documents are included:

- Housing Authority of the County of San Joaquin September 30, 2018 Audited Financials
- Housing Authority of the County of San Joaquin September 30, 2017 Audited Financials
- Delta Community Developers Corp December 31, 2018 Audited Financials
- Delta Community Developers Corp December 31, 2017 Audited Financials

HACSJ is in the process of selecting a development partner to the best advantage of the project. Financials will be available upon selection of a development partner if desired.

Delta Community Developers Corporation

(A California Nonprofit Corporation)

Financial Statements

and

Independent Auditors' Report

December 31, 2018

List of Principal Officials..... 1
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Financial Statements

Statement of Net Position..... 4
Statement of Revenues, Expenses, and Changes in Net Position..... 6
Statement of Cash Flows..... 7
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Delta Community Developers Corporation

List of Principal Official

December 31, 2018

Board of Directors

	Title	Term Expires
Dale Cose	Chairperson	05/26/2021
Martha Moore (Senior Tenant)	1st Vice-Chairperson	07/16/2020
Jon Mendelson	2nd Vice Chairperson	04/17/2022
Rudolph (Rudy) Willey	Director	08/27/2019
Ryan Gresham	Director	4/17/2022
Patricia Barrett (Tenant Director)	Director	3/27/2020
Lester Patrick	Director	03/28/2020

In addition to the above Directors, the Administrator of the Corporation is Peter Ragsdale, who served as the Executive Director.

INDEPENDENT AUDITORS' REPORT

The Governing Body of
Delta Community Developers Corporation

Report on the Financial Statements

We have audited the accompanying financial statements of business-type activities of Delta Community Developers Corporation as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of Delta Community Developers Corporation, as of December 31, 2018, and the respective change in financial position and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

June 12, 2019
Redlands, CA

Delta Community Developers Corporation

Statement of Net Position

December 31, 2018

Assets & Deferred Outflows of Resources

Current assets:		
Cash and equivalents - operating	$	384,878
Receivables, net of allowances		838,403
Tenant security deposits		2,058
Total current assets		1,225,339
Non-current assets:		
Capital assets, at cost		
Land		80,000
Buildings and improvements		422,869
Total acquisition costs		502,869
Less: Accumulated depreciation		(105,925)
Capital assets, net		396,944
Total non-current assets		396,944
Total assets		1,622,283
Deferred outflows of resources:		
Total deferred outflows of resources		-
Total Assets & Deferred Outflows of Resources	$	1,622,283

See accompanying notes.

Liabilities, Deferred Inflows of Resources, & Net Position

Current liabilities:		
Accounts payable	$	2,201
Due to Authority		24,585
Tenant security deposits		2,058
Total current liabilities		28,844
Total liabilities		28,844
Deferred inflows of resources:		
Total deferred inflows of resources		-
Net Position:		
Net investment in capital assets		418,191
Restricted		-
Unrestricted		1,175,248
Total net position		1,593,439
Total Liabilities, Deferred Inflows of Resources, & Net Position	$	1,622,283

See accompanying notes.

Delta Community Developers Corporation

Statement of Revenues, Expenses, and Changes in Net Position

Year Ended December 31, 2018

Operating revenues:		
Tenant rental revenue, net of collection losses	$	28,047
Other revenues		86,534
Total operating revenues		114,581
Operating expenses:		
Administrative		60,996
Utilities		4,408
Maintenance and operations		4,414
Protective services		235
Insurance premiums		3,185
Other general expenses		1,824
Depreciation		21,247
Total operating expenses		96,309
Operating income		18,272
Nonoperating revenues (expenses):		
Total nonoperating revenues (expenses)		-
Change in net position before capital grants		18,272
Capital grants and contributions		-
Change in net position		18,272
Net position, beginning of year		1,575,167
Net position, end of year	$	1,593,439

See accompanying notes.

Delta Community Developers Corporation

Statement of Cash Flows

Year Ended December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash receipts from tenants	$	28,292
Cash payments to suppliers for goods and services		(100,132)
Cash payments for wages and benefits		(336)
Other cash payments and receipts		(740,169)
Net Cash Provided (Used) by Operating Activities		(812,345)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Net Cash Provided (Used) by Capital and Related Financing Activities		-
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net Cash Provided (Used) by Investing Activities		-
Net Increase (decrease) in Cash and Cash Equivalents		(812,345)
Cash at beginning of year		1,197,223
Cash at end of year	$	384,878
Summary of Cash at End of Period		
Cash, unrestricted	$	384,878
Cash, restricted		-
Cash and equivalents	$	384,878

See accompanying notes.

Delta Community Developers Corporation

Statement of Cash Flows

Year Ended December 31, 2018

Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income	$	18,272
Adjustments to reconcile operating loss to net cash used by operating activities:		
Depreciation		21,247
Changes in operating assets and liabilities		
Receivables		(824,982)
Accounts payable		(26,882)
Total adjustments		(830,617)
Net Cash Provided (Used) by Operating Activities	$	(812,345)

See accompanying notes.

Note 1 - Summary of Significant Accounting Policies

Introduction

The financial statements of Delta Community Developers Corporation (Corporation, us, our, we) have been prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

We are a non-profit corporation that is a wholly owned subsidiary of the Housing Authority of the County of San Joaquin (a special-purpose government engaged only in business-type activities) and, therefore, we present the financial statements required for proprietary (enterprise funds), in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplementary information consist of:

- Enterprise fund financial statements consisting of:
  - Statement of Net Position
  - Statement of Revenues, Expenses, and Changes in Net Position
  - Statement of Cash Flows
- Notes to Financial Statements

Reporting Entity

The Corporation operates as a California non-profit public benefit corporation whose purpose is to engage in financing, acquiring, developing, rehabilitating, owning, managing, and selling affordable housing for extremely low, low and moderate-income persons within the County of San Joaquin. Further, the Corporation supplements low and moderate-income resident services and housing programs sponsored by the Housing Authority of the County of San Joaquin.

GASB establish criteria for determining which, if any, component units should be considered part of the Housing Authority of the County of San Joaquin (the “Authority”) for financial reporting purposes. The basic criteria for including a potential component unit organization within the Authority’s reporting entity includes whether:

- The organization is legally separate (can be sued in their own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints a voting majority of the organization's board
- The Authority is able to impose its will on the organization
- The organization has the potential to impose a financial burden/benefit on the Authority
- There is a fiscal dependency by the organization on the Housing Authority

Based on the aforementioned criteria, and the control and relationship between the Authority and the Corporation, the Authority has determined that the Corporation is considered a blended component unit.

Basic Financial Statements/Funds

All activities of the Corporation are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by the Corporation's capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

In the Statement of Net Position, equity is classified as net position and displayed in three components:

- Net Investment in capital assets – Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.

- Restricted net position – Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.

- Unrestricted net position – All other assets that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

Accrual Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Financial Statement Accounts & Other Accounting Matters

Cash and Equivalents

The Corporation defines cash to include certificates of deposit, money market funds, savings accounts, demand deposits, and other short-term securities with original maturities of three months or less; consequently, the cost, carrying value, and market value are equivalent.

Restricted Cash

Restricted cash, if any, consists of cash and investments that are held in trust, reserves and escrows, as well as other cash and investments that are restricted for specific purposes.

Accounts receivable from tenants

For the Corporation managed projects, an allowance for doubtful accounts is established based upon the likelihood of recovery.

Accounts receivable from HUD and other governments.

The amounts reported as accounts receivable from HUD or due from other governments represent reimbursable costs or grant subsidies earned that have not been received as of year-end; these amounts are considered fully collectible.

Capital Assets

Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the Statement of Net Position. The estimated useful lives for each major class of depreciable fixed assets range from 5 – 25 years.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Tenant Security Deposits

Security deposits consist of amounts held in trust by us in order for tenants to secure apartment leases.

Leasing Activities

We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. The Corporation may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

Revenues

All of the Corporation's revenues are accrued. These revenues consist of user charges for rents, utilities, repairs and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues.

Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met are reported as deferred inflows of resources or unearned revenues.

In accordance with GASB standards, for the fiscal year ended December 31, 2018, dwelling income and other rental related fees of $28,074 has been netted with collection losses of $(27).

Expenditures

Expenditures are recognized when the liability is incurred. Inventory costs are reported in the period when inventory items are used, rather than in the years purchased.

Income Taxes

The Corporation is exempt from federal income tax under Internal Revenue Code Section 501 (c)(3) and by California Revenue and Taxation Code Section 23701d. Contributions from donors qualify for income tax deductions.

We have evaluated tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated are related to the Corporation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not (>50%) of being sustained upon potential audit and/or examination; therefore, no disclosures of uncertain income tax positions are required.

We file informational returns in the U.S. federal jurisdiction, as well as the State of California.

Subsequent Events

We have evaluated subsequent events through June 12, 2019, the date the consolidated financial statements were available to be issued.

Note 2 - Cash and Equivalents

In accordance with GASB Statement No. 40, our exposure to deposit and investment risk is disclosed as follows:

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio. As of December 31, 2018, our risk of changes in interest rates is minimal since the investments, if any, primarily consist of state sponsored investment pool funds which have stated interest rates.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the Unites States of America. As of December 31, 2018, we mitigated their exposure to credit risk by only investing in fully insured state investment pool funds.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in the Authority's name by its agent or by the bank's trust department. As of December 31, 2018, none of our total bank balances were exposed to custodial credit risk.

Fair Value Estimate

We report certain assets and liabilities at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available.

A three-tier hierarchy categorizes the inputs as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.

- Level 2 - Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or inputs that are observable or can be corroborated by observable market data.

- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The carrying amounts of cash and equivalents, receivables, and payable are a reasonable estimate of their fair value, due to their short-term nature and method of computation. No other financial assets are measured at fair value on a recurring basis (at least annually).

Note 3 – Accounts Receivable

The following presents a breakdown of our accounts receivable as of December 31, 2018:

Development and rehabilitation	$	838,693
Tenants		102
Allowance for doubtful accounts - tenants		(392)
Receivables, net of allowance	$	838,403

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Note 4 – Capital Assets

A summary of the activity of our capital assets for the year ended December 31, 2018 is as follows:

	9/30/17	Additions	Deletions	9/30/18
Non-Depreciable				
Land	$ 80,000	$ -	$ -	$ 80,000
Subtotal	80,000	-	-	80,000
Depreciable				
Buildings and improvements	422,869	-	-	422,869
Subtotal	422,869	-	-	422,869
Total Acquisition Costs	502,869	-	-	502,869
Accumulated deprecation	(84,678)	(21,247)	-	(105,925)
Capital assets, net	$ 418,191	$ (21,247)	$ -	$ 396,944

Note 5 – Risk Management

We are exposed to various risk of losses related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. At December 31, 2018, there were no liabilities to be reported.

Note 6 – Contingent Liabilities

We have received funds from Federal grant programs. It is possible that at some future date, it may be determined that we were not in compliance with applicable grant requirements. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined now, although we do not expect such disallowed amounts, if any, to materially affect the financial statements.

Housing Authority of the County of San Joaquin

Financial Statements
and
Independent Auditors' Reports

September 30, 2018

HACSJ
HOUSING AUTHORITY
COUNTY OF SAN JOAQUIN

SM&Co

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Board of Commissioners

	Title	Term Expires
Dale Cose	Chairperson	05/26/2021
Martha Moore (Senior Tenant)	1st Vice-Chairperson	07/16/2020
Jon Mendelson	2nd Vice Chairperson	04/17/2022
Rudolph (Rudy) Willey	Commissioner	08/27/2019
Ryan Gresham	Commissioner	4/17/2022
Patricia Barrett (Tenant Commissioner)	Commissioner	3/27/2020
Lester Patrick	Commissioner	03/28/2020

In addition to the above Commissioners, the Administrator of the Housing Authority is Peter W. Ragsdale, who serves on the Board as Secretary and is the Executive Director.

INDEPENDENT AUDITORS' REPORT

The Governing Body of
Housing Authority of the County of San Joaquin

Report on the Financial Statements

We have audited the accompanying financial statements of business-type activities of the Housing Authority of the County of San Joaquin as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise our basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Housing Authority of the County of San Joaquin, as of September 30, 2018, and the respective change in financial position and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and required supplementary schedules, as described in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Housing Authority of the County of San Joaquin's financial statements. The supplementary information, as described in the table of contents, including the Schedule of Expenditures of Federal Awards, required by the *Title 2 U.S. Code of Federal Regulations (CFR) Part 200*, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary information and Schedule of Expenditure of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In

our opinion, the supplemental information and Schedule of Expenditures of Federal Awards are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 12, 2019, on our consideration of our internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to solely describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Housing Authority of the County of San Joaquin's internal control over financial reporting and compliance.

June 12, 2019
Redlands, CA

The Management of the Housing Authority of the County of San Joaquin (Authority, we, us, our) offers readers of our financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended on September 30, 2018.

OVERVIEW OF THE AUTHORITY

We were created in March 1942 to provide and advocate for affordable, attractive, safe living environments and opportunities to become self-sufficient for persons of very low to moderate income residing in San Joaquin County, California. We are a corporation located in Stockton, California, and were established under United States Housing Authorities Law of 1938, Deering's General Law Act 3483 when the San Joaquin County Board of Supervisors adopted a resolution declaring a need for a Housing Authority in the county.

A seven-member Board of Commissioners is appointed by the San Joaquin County Board of Supervisors and governs the Authority.

FINANCIAL HIGHLIGHTS

- The Net Position of the Authority decreased $2,843,371 as of September 30, 2018, over the prior year (see Contributing Factors to Change in Net Position).
- Total revenues for the Authority increased $1,863,414 from prior year resulting primarily from grant funds towards the construction of Cottage Village Apartments.
- Our debt outstanding (total liabilities) of $22,130,923 as of September 30, 2018, increased $5,541,381 from the prior year reflective of increased debt with acquisition of a new administrative office building.
- Principal payments on notes outstanding were $182,586 during the year.
- Receipts from grants and subsidies decreased $1,481,029 from the prior year resulting from a decrease in Housing Choice Voucher Program Housing Assistance Payments funding.
- Total operating expenses decreased $947,862 from the prior year primarily from a decrease in Housing Assistance Payments.

AUTHORITY-WIDE FINANCIAL STATEMENTS

Authority-wide financial statements are designed similarly to those of a business corporation in that all business-type activities are consolidated into columns that add to a total for the entire Authority.

These Statements include a Statement of Net Position, which is like a Balance Sheet. The Statement of Net Position reports all financial and capital resources for the Authority. The statement is presented in the format where assets, minus liabilities, equal "Net Positions", formerly known as equity. Assets and liabilities are presented in order of liquidity, and are classified as "Current" that is, convertible into cash within one year, and "Non-current".

The focus of the Statement of Net Position (the "Unrestricted Net Position") is designed to represent the net available liquid (non-capital) assets, net of liabilities, for the entire Authority. Net Position (formerly equity) is reported in three broad categories:

- Net Investment in Capital Assets: This component of Net Position consists of all Capital Assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- Restricted Net Position: This component of Net Position consists of restricted assets, when constraints are placed on the asset by creditors (such as debt covenants), grantors, contributors, laws, regulations, etc.

- Unrestricted Net Position: Consists of Net Position that does not meet the definition of "Net Investment in Capital Assets" or "Restricted Net Position".

Authority-wide financial statements also include a Statement of Revenues, Expenses and Changes in Fund Net Position (similar to an Income Statement). This Statement includes Operating Revenues, such as rental income, Operating Expenses, such as administrative, utilities, and maintenance, and Non-Operating Revenue and Expenses, such as grant revenue, investment income, interest expense and depreciation.

The focus of the Statement of Revenues, Expenses and Changes in Fund Net Position is the "Change in Net Position", which is similar to Net Income or Loss.

Finally, a Statement of Cash Flows is included, which discloses net cash provided by or used for operating activities, non-capital financing activities, and from capital and related financing activities.

FUND FINANCIAL STATEMENTS

Traditional users of governmental financial statements will find the Fund Financial Statements presentation more familiar. The focus is now on Major Funds, rather than fund types. The Authority consists of exclusively Enterprise Funds. Enterprise funds utilize the full accrual basis of accounting. The Enterprise method of accounting is similar to accounting utilized by the private sector accounting.

Some of the funds maintained by the Authority are required by the Department of Housing and Urban Development. Others are segregated to enhance accountability and control.

STATEMENT OF NET POSITION

The following table reflects the condensed Statement of Net Position compared to prior year. We are engaged only in business-type activities.

			Change	
	2018	**2017**	**Dollar**	**Percentage**
Current Assets	$ 20,921,239	$ 24,427,572	$ (3,506,333)	-14.4%
Capital Assets, net	38,776,667	31,764,705	7,011,962	22.1%
Other Noncurrent Assets	501,654	328,120	173,534	52.9%
Deferred Outflows	1,723,428	2,664,332	(940,904)	-35.3%
Total Assets & Deferred Outflows	$ 61,922,988	$ 59,184,729	$ 2,738,259	4.6%
Current Liabilities	$ 3,968,176	$ 4,229,755	$ (261,579)	-6.2%
Noncurrent Liabilities	18,162,747	12,359,787	5,802,960	47.0%
Deferred Inflows	1,466,296	1,426,047	40,249	2.8%
Net Position	38,325,769	41,169,140	(2,843,371)	-6.9%
Total Liabilities, Deferred Inflows, & Net Position	$ 61,922,988	$ 59,184,729	$ 2,738,259	4.6%

Our total assets and deferred outflows as of September 30, 2018 were $61,922,988, an increase of $2,738,259 from September 30, 2017. Net capital assets increased $7,011,962.

Cash & Investments

Total cash and investments decreased $3,798,073 or 16.3% as of September 30, 2018, when compared to September 30, 2017. Our investments are carried at actual cash value. The Housing Authority expensed public housing reserves for the redevelopment of Sierra Vista and the Housing Choice Voucher Program's administrative fee reserves were used for the purchase of 2575 Grand Canal.

Accounts Receivable

Net accounts receivable increased $497,233 as the Authority had an increase in predevelopment expenses pending reimbursement.

Accounts Payable

Total accounts payable decreased $1,996,885 compared to September 30, 2017.

Notes and Bonds Payable

During the year, the Authority repaid notes payable in the amount of $182,586 representing all liability payments due from the Authority during the year. The Authority acquired a new commercial property for its administrative offices with new debt totaling $2,962,500. The Authority continues to evaluate the existing loans to work towards the elimination of future balloon payments.

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STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

The following schedule compares the revenues and expenses for the current and previous fiscal year. We are engaged only in business-type activities.

			Change	
	2018	**2017**	**Dollar**	**Percentage**
Operating Revenues				
Net tenant rental revenue	$ 4,290,458	$ 4,203,456	$ 87,002	2.07%
Intergovernmental	43,928,408	43,759,076	169,332	0.39%
Other income	2,432,139	825,059	1,607,080	194.78%
Total Operating Revenues	50,651,005	48,787,591	1,863,414	3.82%
Operating Expenses				
Administrative	6,518,179	5,873,480	644,699	10.98%
Tenant services	76,644	123,488	(46,844)	-37.93%
Utilities	1,304,769	1,336,165	(31,396)	-2.35%
Maintenance	3,445,427	3,682,221	(236,794)	-6.43%
Protective services	291,222	177,875	113,347	63.72%
Insurance premiums	462,495	451,904	10,591	2.34%
Other general expenses	741,585	668,674	72,911	10.90%
Housing assistance payments	33,165,913	34,704,284	(1,538,371)	-4.43%
Depreciation	2,501,746	2,437,751	63,995	2.63%
Total Operating Expenses	48,507,980	49,455,842	(947,862)	-1.92%
Other Non-Operating				
Gain (loss) on investments	44,217	32,653	11,564	35.41%
Gain (loss) on disposition of assets	18,300	53,162	(34,862)	-65.58%
Interest expense	(183,352)	(141,749)	(41,603)	29.35%
Extraordinary items gain (net of losses)	(6,291)	(10,733)	4,442	-41.39%
Total Other Non-Operating	(127,126)	(66,667)	(60,459)	90.69%
Transfers, net	(93,000)	-	(93,000)	NA
Capital Contributions	410,401	2,060,762	(1,650,361)	-80.08%
Change in Net Position	$ 2,333,300	$ 1,325,844	$ 1,007,456	75.99%

RESULTS OF OPERATIONS

The Housing Authority experienced a decrease of $2,843,371 in Net Position from September 30, 2017 to $38,325,759 at September 30, 2018 (see Contributing Factors to Change in Net Position below for details).

Operating revenues of our activities are generated principally from HUD operating subsidies and housing assistance payments. In fiscal year ended 2018, our operating revenues for its activities totaled $50,651,005. Of this total, $43,928,408, or 86.9% was from HUD and other government grants and subsidies.

Our expense activities consist primarily of Housing Choice Voucher Program Housing Assistance Payments (HAP). Our total operating expenses were $48,507,980 of which $33,165,913, or 68.37% were HAP.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of yearend, we had $38,776,667 invested in a variety of capital assets as reflected in the following schedule, which represents a net increase (additions, deductions and depreciation) of $7,011,962 from the end of last year.

			Change	
	2018	2017	Dollar	Percentage
Land	$ 3,905,708	$ 3,274,984	$ 630,724	19.26%
Construction in Progress	1,654,022	4,020,418	(2,366,396)	-58.86%
Buildings and Improvements	87,000,552	78,452,341	8,548,211	10.90%
Furniture and Equipment	2,155,416	2,086,015	69,401	3.33%
Total acquisition costs	94,715,698	87,833,758	6,881,940	7.84%
Less: Accumulated Depreciation	(55,939,031)	(56,069,053)	130,022	-0.23%
Capital assets, net	$ 38,776,667	$ 31,764,705	$ 7,011,962	22.07%

The change in Capital Assets is presented in detail in the Notes to the Financial Statements.

Debt Outstanding

At September 30, 2018, we had $5,954,955 debt outstanding, a net increase of $2,778,229 from the prior fiscal year ending September 30, 2017 of $3,176,726.

The change in Debt is presented in detail in the Notes to the Financial Statements.

CONTRIBUTING FACTORS TO CHANGE IN NET POSITION:

Net position for the year ended September 30, 2018, decreased $2,843,371 compared to an increase of $1,418,209 for the year ended September 30, 2017. Factors that impacted our net position included:

- Decrease of $940,904 in deferred outflows from accrued pension liability (required GASB 68 reporting)
- Decrease in cash and investments of $3,798,073 resulting from the purchase of new administrative office building, expending public housing reserves for Sierra Vista 1, and predevelopment costs for Sierra Vista 2
- Increase in accounts receivables of $497,233 based on the timing of funding payments for the programs and an increase in rent collections and HUD funding and pending reimbursement of predevelopment expenses
- A decrease in accounts payables of $1,996,885 based on the timing of the fiscal year end check runs
- Increase in land, buildings and improvements, and furniture and equipment of $9,248,336 offset by a decrease of $2,366,396 in construction in progress and an increase of $130,023 in depreciation for a total increase in net assets of $7,011,963
- Total operating revenues increased $1,863,414 or 3.82%
- HAP expenses decreased $1,538,371 or 4.43% resulting in total expenses decreasing $947,862 or 1.92%

FINANCIAL CONTACT

The individual to be contacted regarding this report is Ms. Melinda G. Hazard, Director of Finance, Housing Authority of the County of San Joaquin, at (209) 460-5013. Specific requests may be submitted to the Housing Authority of the County of San Joaquin, Attn: Melinda Hazard at 2575 Grand Canal Blvd. Suite 220, Stockton, CA 95207.

Assets & Deferred Outflows of Resources

Current assets:		
Cash and equivalents - operating	$	16,305,741
Receivables, net of allowances		1,396,205
Short-term investments - operating		840,257
Prepaid expenses and other current assets		526,711
Restricted cash and equivalents		1,323,719
Tenant security deposits		528,606
Total current assets		20,921,239
Non-current assets:		
Family self-sufficiency escrows		501,654
Capital assets, at cost		
Land		3,905,708
Construction in progress		1,654,022
Buildings and improvements		87,000,552
Furniture, equipment, and machinery - dwelling		815,649
Furniture, equipment, and machinery - administrative		1,339,767
Total acquisition costs		94,715,698
Less: Accumulated depreciation		(55,939,031)
Capital assets, net		38,776,667
Total non-current assets		39,278,321
Total assets		60,199,560
Deferred outflows of resources:		
Total deferred outflows of resources		1,723,428
Total Assets & Deferred Outflows of Resources	$	61,922,988

See accompanying notes.

Liabilities, Deferred Inflows of Resources, & Net Position

Current liabilities:	
Accounts payable	$ 948,889
Accrued liabilities	274,455
Unearned revenue	11,329
Accrued interest payable	11,974
Current portion of loans and notes payable	1,691,269
Tenant security deposits	528,606
Family self-sufficiency escrows	501,654
Total current liabilities	3,968,176
Non-current liabilities:	
Accrued liabilities, net of current	264,768
Loans and notes payable, net of current	4,263,686
Net pension liability	8,428,786
Net OPEB obligation	5,205,507
Total non-current liabilities	18,162,747
Total liabilities	22,130,923
Deferred inflows of resources:	
Total deferred inflows of resources	1,466,296
Net Position:	
Net investment in capital assets	32,821,712
Restricted	
Housing Assistance Payments	1,002,381
Replacement reserve fund	153,597
Rehabilitation fund	167,741
Total restricted	1,323,719
Unrestricted	4,180,338
Total net position	38,325,769
Total Liabilities, Deferred Inflows of Resources, & Net Position	$ 61,922,988

See accompanying notes.

Housing Authority of the County of San Joaquin

Statement of Revenues, Expenses, and Changes in Net Position

Year Ended September 30, 2018

Operating revenues:		
Tenant rental revenue, net of collection losses	$	4,290,458
Operating grants and subsidies		43,928,408
Other revenues		2,432,139
Total operating revenues		50,651,005
Operating expenses:		
Administrative		6,518,179
Tenant services		76,644
Utilities		1,304,769
Maintenance and operations		3,445,427
Protective services		291,222
Insurance premiums		462,495
Other general expenses		741,585
Housing assistance payments		33,165,913
Depreciation		2,501,746
Total operating expenses		48,507,980
Operating income		2,143,025
Nonoperating revenues (expenses):		
Investment returns		44,217
Gain (loss) on disposition of assets		18,300
Interest expense		(183,352)
Extraordinary items gain, net of losses		(6,291)
Total nonoperating revenues (expenses)		(127,126)
Change in net position before capital grants and transfers		2,015,899
Capital grants and contributions		410,401
Transfers, net		(93,000)
Change in net position		2,333,300
Net position, beginning of year (previously stated)		41,169,140
Prior-period adjustments		(5,176,671)
Net position, beginning of year (restated)		35,992,469
Net position, end of year	$	38,325,769

See accompanying notes.

Housing Authority of the County of San Joaquin

Statement of Cash Flows

Year Ended September 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash receipts from tenants	$	4,269,556
Cash receipts from grants		44,591,692
Cash payments to suppliers for goods and services		(43,705,104)
Cash payments for wages and benefits		(4,075,291)
Other cash payments and receipts		1,565,117
Net Cash Provided by Operating Activities		2,645,970
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition and construction of capital assets		(12,309,225)
Disposition of capital assets		2,813,817
Capital contributions		410,401
Debt additions		2,778,229
Interest paid		(175,191)
Net Cash Provided Used for Capital and Related Financing Activities		(6,481,969)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Loans made		44,217
Investment income		(17,891)
Net Cash Provided by Investing Activities		26,326
Net Decrease in Cash and Equivalents		(3,809,673)
Cash and Equivalents at Beginning of Year		22,469,393
Cash and Equivalents at End of Year	$	18,659,720
SUMMARY OF CASH AND EQUIVALENTS AT END OF YEAR		
Cash and equivalents, unrestricted	$	16,305,741
Cash and equivalents, restricted		2,353,979
	$	18,659,720

See accompanying notes.

Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income	$	2,143,025
Adjustments to reconcile operating loss to net cash used by operating activities:		
Depreciation		2,501,746
Pension and OPEB expense		336,557
Transfers, net		(93,000)
Changes in operating assets and liabilities		
Receivables		(134,550)
Prepaid expenses and other assets		32,022
Accounts payable		(2,359,978)
Accrued expenses		43,703
Deposits held in trust		1,241
Unearned revenue		1,669
Other liabilities		173,535
Total adjustments		502,945
Net Cash Provided (Used) by Operating Activities	$	2,645,970

See accompanying notes.

Note 1 - Summary of Significant Accounting Policies

Nature of Business and Organization

The financial statements of Housing Authority of the County of San Joaquin (Authority, we, us, our) have been prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). We have previously implemented GASB Statement 34, *Basic Financial Statements – and Management's Discussion and Analysis-for State and Local Governments.* Certain significant changes in the statements are as follows: The financial statements will include a Management's Discussion and Analysis (MD&A) section providing an analysis of our overall financial position and results of operations.

We are a special-purpose government engaged only in business-type activities and, therefore, presents only the financial statements required for enterprise funds, in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplemental information consist of:

- Management's Discussion and Analysis (MD&A)
- Enterprise fund financial statements consisting of:
    - Statement of Net Position
    - Statement of Revenues, Expenses & Changes in Net Position
    - Statement of Cash Flows
- Notes to Financial Statements
- Required supplemental information other than MD&A

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low income housing programs in the United States. Accordingly, HUD has contracted with the Authority to administer certain HUD funds.

Reporting Entity

GASB Statement No. 14 established criteria for determining the governmental reporting entity. Under provisions of this statement, Housing Authority of the County of San Joaquin is considered a primary government, since it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state and local governments. As used in GASB 14, fiscally independent means that the Authority may, without the approval or consent of another governmental entity, determine or modify its own budget, control collection and disbursements of funds, maintain responsibility for funding deficits and operating deficiencies, and issue bonded debt.

We are a municipal corporation located in Stockton, California. We were established under Section 3420 of the California Health and Safety Code as a local agency within the Ralph M. Brown Act of 1937. Under that authority, we were incorporated March 9, 1942 to provide and promote safe and sanitary housing for low-income persons residing in San Joaquin County.

A seven-member Board of Commissioners governs the Authority. Commissioners are approved for either two or four-year terms by the County of San Joaquin Board of Supervisors.

Included with the Reporting Entity:

GASB Statement No. 61 establishes criteria for determining which, if any, component units should be considered part of the Housing Authority of the County of San Joaquin for financial reporting purposes. The basic criteria for including a potential component unit organization within our reporting entity includes whether:

- The organization is legally separate (can be sued in their own name)
- The Housing Authority holds the corporate powers of the organization
- The Housing Authority appoints a voting majority of the organization's board
- The Housing Authority can impose its will on the organization
- The organization has the potential to impose a financial burden/benefit on the Housing Authority
- There is a fiscal dependency by the organization on the Housing Authority

Based on the aforementioned criteria, and the control and relationship between us and certain related agencies, we have determined that the following entities are considered blended component units of the Housing Authority of the County of San Joaquin and are required to be blended within our financial statements:

Claremont Manor, LLC

This is a legally separate entity formed as a corporation which the Authority is the sole Member. The purpose is to own and operate a scattered-site multi-family project for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. Claremont Manor, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

Delta Community Developers Corporation (DCDC)

Housing Authority is the sole member of DCDC, a 501 (c) (3) not-for-profit corporation, and as a single member limited liability company (SMLLC) DCDC is considered a disregarded entity. DCDC's purpose is to provide affordable housing for low-income, disabled, elderly and homeless persons in San Joaquin County. DCDC files taxes on a December 31st year-end. DCDC issues separate audited financial statements, a copy of the most recent report can be obtained from staff at the Housing Authority office.

DCDC has created numerous sole member limited liability companies which are formed for the following projects:

DCDC Center Street, LLC

DCDC is the sole Member of DCDC Center Street LLC, formed as a legally separate entity to own and operate scattered-site multi-family projects for the benefit of persons with mental and behavioral health needs who need affordable, decent, safe and sanitary housing and related services. DCDC Center Street, LLC is on a December 31st year-end tax filing and there are no separately issued audited financial statements.

DCDC Sierra Vista I, LLC

DCDC is the sole Member of DCDC Sierra Vista I, LLC, formed as a legally separate entity to own, redevelop and operate 115 unit of the first phase of a multi-family project for the benefit of elderly and low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Sierra Vista 1, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Sierra Vista II, LLC

DCDC is the sole Member of DCDC Sierra Vista II, LLC, formed as a legally separate entity to own, redevelop and operate a 100 unit of the second phase of a multi-family project for the benefit of elderly and low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Sierra Vista 1, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Cottage Village, LLC

DCDC is the sole Member of DCDC Cottage Village, LLC, formed as a legally separate entity to partner in the development and operation of a project in Manteca, California, for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Cottage Village, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Medici Artist Lofts, LLC

DCDC Medici Artist Lofts, LLC is a legally separate entity formed as a corporation of which the DCDC is the sole Member. The purpose is to assist in the operation of a high-rise artist resident project for the benefit of artist and low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Medici Artist Lofts, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Housing First, LLC

DCDC Housing First, LLC is a legally separate entity formed as a corporation of which the DCDC is the sole Member. The purpose is to own, develop and operate individual and multi-family projects at scattered-sites for the benefit of homeless persons throughout San Joaquin County who need affordable, decent, safe and sanitary housing and related services. DCDC Housing First, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

Based on the aforementioned criteria, we have determined that there are no entities that are considered discrete component units of the Authority and are required to be discretely presented apart from our financial statements.

The following is a description of our program:

USDA Farm Labor Housing

We own and operate 31 units of Farm Worker Housing developed using Loan and Grant Funds from the USDA Rural Development.

Low Rent Public Housing

We own, operate and maintain 1,075 units of public housing. The properties were acquired through bonds and notes guaranteed by HUD and through grants subject to the terms of Annual Contributions Contract with HUD. Revenues consist primarily of rents and other fees collected from tenants and an Operating Subsidy from HUD.

Funds from the Capital Fund provided by HUD are used to maintain and improve this Public Housing portfolio. Substantially all additions to land, structures and equipment of Public Housing are accomplished through these modernization grant funds.

Housing Choice Voucher Program

Section 8 of the Housing and Community Development Act of 1974 provides subsides (Housing Assistance Payments) on behalf of lower income families to participating housing owners. Under this program, the landlord-tenant relationship is between a housing owner and a family, rather than the Authority and a family as in Public Housing programs. For existing housing, and in some cases for new construction and substantial rehabilitation, HUD contracts with the Authority to enter into contracts with owners to make assistance payments for the difference between the approved contract rent and the actual rent paid by lower income families. Housing Assistance Payments made to landlords and some participants are funded through Annual Contribution Contracts. At September 30, 2015, the Authority had 4,871 vouchers allocated through programs authorized by Section 8 and 185 units of Veteran Affairs Supportive Housing.

ROSS Program

Provides funds for a program coordinator for the family self-sufficiency program.

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Basic Financial Statements/Funds

All activities of Housing Authority of the County of San Joaquin are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by our capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

In the Statement of Net Position, equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.
b. Restricted net position – Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
c. Unrestricted net position – All other assets that do not meet the definition of “restricted” or “net investment in capital assets”.

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

Accrual Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Budgetary Data

Enterprise fund service delivery levels are determined by the extent of consumer demand. Because enterprise fund revenues and expenses fluctuate with changing service delivery levels, generally accepted accounting principles do not require the financial statements to include budgetary comparisons and, accordingly, these comparisons have not been included.

Budgets are prepared for regulatory purposes in accordance with Housing Authority of the County of San Joaquin’s contract with HUD. We prepare annual budgets for each program. Prior to the beginning of each budget year, our annual budget is approved by its governing body. Budgetary amendments require

approval by the governing body. All budgetary appropriations lapse at the end of each year. Budgets for Capital Fund Programs are approved in our 5-year and annual plans.

Financial Statement Accounts & Other Matters

Cash and Equivalents

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits at financial institutions, investments in money market funds, certificates of deposit with an original maturity of 3 months or less.

Investments

Investments are stated at fair value (the value at which financial instruments could be exchanged in a current transaction between willing parties, other than in a forced liquidation sale). Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

Restricted Cash

Restricted cash consists of cash set aside by HUD for the Housing Choice Voucher Program, cash and investments that are held in trust, reserves and escrows, as well as other cash and investments that are restricted for specific purposes.

Accounts receivable from tenants

The Authority uses the direct write-off method for uncollectible accounts for all third-party managed properties. Write-offs of accounts receivable require prior Board approval.

For public housing and Authority managed projects, an allowance for doubtful accounts is established based upon the likelihood of recovery.

Accounts receivable from HUD and other governments.

The amounts reported as accounts receivable from HUD or due from other governments represent reimbursable costs or grant subsidies earned that have not been received as of year-end; these amounts are considered fully collectible.

Prepaid Expenses

When applicable, prepaid expenses represent payments made to vendors for services that will provide a future benefit beyond September 30, 2018.

Capital Assets

Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the Statement of Net Position. The estimated useful lives for each major class of depreciable fixed assets range from 3 – 40 years.

Impairment of capital assets

The Authority reviews its capital assets for impairment whenever events or changes in circumstances indicate that there has been a decline in service utility that is large in magnitude and outside of the normal life cycle of the capital asset being evaluated. As of September 30, 2018, there has been no impairment of the capital assets.

Compensated Absences

Compensated absences are absences for which employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No. 16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by employees.

Unearned Revenue

Unearned revenues consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year.

Revenues

All Authority revenues are accrued. These revenues consist of user charges for rents, utilities, repairs and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues.

Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met are reported as deferred inflows of resources. In accordance with GASB standards, for the fiscal year ended September 30, 2018, dwelling income and other related charges of $4,392,661 has been netted with bad debt expenses of $(102,203).

Expenditures

Expenditures are recognized when the liability is incurred. Inventory costs are reported in the period when inventory items are used, rather than in the years purchased.

Operating Income

Operating income reported in the financial statements includes revenues and expenses related to the principal, continuing operations of the entity. Principal operating revenues include tenant rents and HUD grants. Principal operating expenses are the costs of providing goods or services and include administrative expenses, housing assistance payments and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

Income Taxes

We are not subject to federal or state income taxes.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles as applied to governmental units require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management performed an evaluation of the Authority's activity through June 12, 2019, the audit report date, and has concluded that there are no significant subsequent events requiring disclosure through the date these financial statements were issued.

Deferred Inflows/Outflows of Resources

In accordance with GASB 63, in addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources,* represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then.

Also, in addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources,* represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then.

Pension plan

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Authority's

California Public Employees' Retirement System ("CalPERS") plan (the "Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Pension plan investments are reported at fair value.

Internal Activity and Balances

All transfers, intercompany charges and other interfund activity balances have been eliminated from the basic financial statements in accordance with GASB pronouncements.

Due to timing differences between the fiscal year end of the Authority and its blended component units there are internal accounts that are out of balance. The difference has resulted in an imbalance of $93,000 for the year ended September 30, 2018 as reported on the Statement of Revenues, Expenses, and Changes in Net Position.

Leasing Activities

We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. We may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

Other Post-Employment Benefits (OPEB)

For purposes of measuring the net other post-employment benefits (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of our plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	September 30, 2018
Measurement Date	September 30, 2018
Measurement Period	October 1, 2017 to September 30, 2018

New accounting pronouncements.

During the fiscal year ended September 30, 2018, we implemented the following new accounting standards:

- Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions". This statement is intended to make the OPEB accounting and financial reporting consistent with the pension standards outlined in GASB Statement No. 68 and replaces Statement No. 45. This statement is effective for our fiscal year ended September 30, 2018.

- Statement No. 81, "Irrevocable Split-Interest Agreements". GASB Statement No. 81 requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities and deferred inflows of resources from the inception of the agreement and revenues when the resources become applicable to the reporting period. This statement is effective for our fiscal year ended September 30, 2018.

- Statement No. 82, "Pension Issues". GASB Statement No. 82 amends Statements 67, 68 and 73. GASB Statement No. 82 requires clarity in the pension disclosures. This statement is effective for our fiscal year ended September 30, 2018.

- Statement No. 83, "Certain Asset Retirement Obligations (AROs)". GASB Statement No. 83 addresses accounting and financial reporting of certain AROs, establishes criteria for determining timing and pattern of recognition of liabilities/deferred outflows of resources and defines requirements involving value measurements along with financial statement disclosures. This statement is effective for our fiscal year ended September 30, 2018.

- Statement No. 85, "Omnibus 2017". GASB Statement No. 85 addresses a variety of topics including, among other things, the blending of component units, goodwill reporting, timing of measurement and reporting of pension or OPEB obligations. This statement is effective for our fiscal year ended September 30, 2018.

- Statement No. 86, "Certain Debt Extinguishment Issues". GASB Statement No. 86 has the primary objective to improve consistency in accounting and financial reporting for in substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources - resources other than the proceeds of refunding debt - are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. This statement is effective for our fiscal year ended September 30, 2018.

The adoption of GASB Statements No. 75, 81, 82, 83, 85 and 86 did not have a significant effect on the financial statements of the Authority for the year ended September 30, 2018.

We are currently analyzing its accounting practices to determine the potential impact on the financial statements for the following GASB Statements:

- Statement No. 84, "Fiduciary Activities". GASB Statement No. 84 establishes criteria for identifying fiduciary activities of all state and local governments for accounting and financial reporting purposes and how those activities should be reported. This statement is effective for our fiscal year ended September 30, 2019.

- Statement No. 87 "Leases". The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. This statement is effective for our fiscal year ended September 30, 2021.

- Statement No. 88, "Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements". GASB Statement No. 88 has the primary objective to improve footnote disclosures related to debt by requiring additional essential information be included therein. This statement is effective for our fiscal year ended September 30, 2019.

- Statement No. 89, "Accounting for Interest Cost Incurred before the End of a Construction Period". The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This statement is effective for our fiscal year ended September 30, 2021.

- Statement No. 90, "Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61". The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. This statement is effective for our fiscal year ended September 30, 2020.

Note 2 - Cash and Investments

Investments Authorized by US Department of Housing and Urban Development

All deposits of the Authority are made in board-designated official depositories and are secured in accordance with HUD regulations. The annual contribution contract authorizes the Authority to invest in the following types of securities:

- Obligations of the Federal Government which are backed by the full faith and credit of the Federal Government.

- Obligations of any agency or instrumentality of the Federal Government if the payment of interest and principal on such obligations is fully guaranteed by the Federal Government.

- Obligations of the Federal Intermediate Credit Banks, the Federal Home Loan Banks, the Federal National Mortgage Association, the Bank for Cooperatives, and the Federal Land Banks which mature no later than 18 months after the date of purchase.

Investments Authorized by California Government Code

The following table identifies the investment types that are authorized in accordance with Section 53601 of the California Government Code.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Bills, Notes and Bonds	5 years	100%	None
Government Agency Securities	5 years	100%	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
California Local Agency Investment Fund	N/A	100%	$ 65,000,000
Medium-Term Notes	5 years	30%	None
Money Market Mutual Funds	5 years	20%	None
Collateralized Bank Deposits	5 years	100%	None
Investment Pools	N/A	100%	None

In accordance with GASB Statement No. 40, our exposure to deposit and investment risk is disclosed as follows:

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio. As of September 30, 2018, our risk of changes in interest rates is minimal since the investments primarily consist of state sponsored investment pool funds which have stated interest rates.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the Unites States of America. As of September 30, 2018, we mitigated exposure to credit risk by only investing in fully insured state investment pool funds.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in our name by its agent or by the bank's trust department. As of September 30, 2018, none of our total bank balances were exposed to custodial credit risk.

Investment Policy

The Investment Policy of the Authority, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment in State Investment Pool

We are a voluntary participant in the Local Agency Investment Fund (LAIF), which is part of the Pooled Money Investment Account that is regulated by the California Government Code under the oversight of the State Treasurer, Director of Finance, and State Controller. We may invest up to $65 million in the LAIF fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. All investments with LAIF are

secured by the full faith and credit of the State of California. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares. Separate LAIF financial statements are available from the California State Treasurer's Office on the Internet at www.treasurer.ca.gov.

Our investment in this pool is reported in the accompanying financial statements at cost which approximates fair value at amounts based upon the Authority's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). Included in LAIF's investment portfolio are certain derivative securities or similar products in the form of structured notes and asset-backed securities. LAIF's exposure to risk (credit, market or legal) is not currently available.

Fair Value Measurements

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of quoted prices (unadjusted) for identical assets and liabilities in active markets that a government can access at the measurement date, Level 2 inputs consist of inputs other than quoted prices that are observable for an asset or liability, either directly or indirectly, and Level 3 inputs that have the lowest priority and consist of unobservable inputs for an asset or liability.

The following table presents the balances of the assets measured at fair value on a recurring basis as of September 30, 2018:

		Fair Value Measurement Using		
	Total	Level 1	Level 2	Level 3
Investments by fair value level:				
None	$ -	$ -	$ -	$ -
Total investments by fair value level	-	$ -	$ -	$ -
Investments measured at the net asset value (NAV):				
Local Agency Investment Fund	840,257			
Total investment measured at the NAV	840,257			
Total investments measured at fair value	$ 840,257			

Note 3 – Accounts Receivable

The following schedule presents the breakdown of our accounts receivable as of September 30, 2018:

HUD other projects	$ 289,821
Miscellaneous	1,039,081
Tenants	73,375
Allowance for doubtful accounts - tenants	(11,051)
Fraud Recovery	477,448
Allowance for doubtful accounts - fraud	(472,469)
Receivables, net of allowance	$ 1,396,205

Note 4 – Capital Assets

A summary of the land, structures and equipment for the year ended December 31, 2018 is as follows:

	9/30/17	Additions	Deletions	9/30/18
Non-Depreciable				
Land	$ 3,274,984	$ 665,724	$ (35,000)	$ 3,905,708
Construction in process	4,020,418	410,403	(2,776,799)	1,654,022
Subtotal	7,295,402	1,076,127	(2,811,799)	5,559,730
Depreciable				
Buildings & Improvements	78,452,341	11,123,755	(2,575,544)	87,000,552
Equipment & Furniture	2,086,015	127,643	(58,242)	2,155,416
Subtotal	80,538,356	11,251,398	(2,633,786)	89,155,968
Total Acquisition Costs	87,833,758	12,327,525	(5,445,585)	94,715,698
Accumulated deprecation	(56,069,053)	(2,501,746)	2,631,768	(55,939,031)
Capital assets, net	$ 31,764,705	$ 9,825,779	$ (2,813,817)	$ 38,776,667

All land and buildings are encumbered by a Declaration of Trust in favor of the United States of America as security for obligations guaranteed by the federal government and to protect other interests of the federal government.

Note 5 – Accrued Liabilities

The following schedule presents the breakdown of our accrued expenses as of September 30, 2018:

Accrued wages and benefits	$ 35,428
Compensated absences	470,570
Other	33,225
	$ 539,223

Note 6 – Other Non-Current Liabilities

A summary of activity for long-term liabilities (excluding the loans and notes payable) for the year ended September 30, 2018 is as follows:

	2017	Additions	Reductions	2018	Due Within One Year
Compensated absences	$ 437,189	$ 239,183	$ (205,802)	$ 470,570	$ 205,802
Net pension liability	$ 9,102,218	$ -	$ (673,432)	$ 8,428,786	$ -
Net OPEB obligation	$ 5,176,671	$ 28,836	$ -	$ 5,205,507	$ -

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Note 7 – Loans and Notes Payable

The activity for the loan payable for the year ended September 30, 2018 is as follows:

	2017	Additions	Principal Reductions	2018	Current Portion
Federal Loan(s):					
US Dept. of Agriculture	$ 502,316	$ -	$ (18,637)	$ 483,679	$ 19,013
State and Local Gov't Loan(s)					
County of San Joaquin	70,398	-	(9,084)	61,314	9,176
Financial Institution:					
BAC Community Bank (1)	1,319,407	-	(54,101)	1,265,306	1,265,306
BAC Community Bank (2)	350,648	-	(46,588)	304,060	304,060
Farmer & Merchants (1)	336,793	-	(15,147)	321,646	15,764
Farmer & Merchants (2)	174,666	-	(9,948)	164,718	10,302
Farmer & Merchants (3)	213,797	-	(3,229)	210,568	
Bank of Stockton (1)	211,128	-	(4,618)	206,510	4,814
Bank of Stockton (2)	-	2,962,500	(25,346)	2,937,154	62,834
	$ 3,179,153	$ 2,962,500	$ (186,698)	$ 5,954,955	$ 1,691,269

The following represents the future maturities of debt:

	Principal	Interest	Total
Year ending September 30,			
2019	$ 1,691,269	$ 193,349	$ 1,884,618
2020	125,576	138,901	264,477
2021	262,233	134,559	396,792
2022	122,091	126,476	248,567
2023	140,343	122,843	263,186
2024-2028	770,848	524,868	1,295,716
2029-2033	612,346	471,950	1,084,296
2034-2038	728,690	355,606	1,084,296
Thereafter	1,501,559	274,044	1,775,603
	$ 5,954,955	$ 2,342,596	$ 8,297,551

US Department of Agriculture

In August 2008, the Authority entered into a promissory note with the US Department of Agriculture under the Farm Labor Housing Loan and Grant Program (CFDA 10.405). The face amount of the note was $630,672 and matures August 2041. The note carries an interest rate of 1.00% and monthly payments of $1,980 are required. This note is secured by the Sartini Manor property.

County of San Joaquin

In March 1995, the Authority entered into a note agreement with the County of San Joaquin. The face amount of the note was $252,528 and matures March 2025. The note carries an interest rate of 1.00% and calls for monthly payments of $812. The note is secured by the Claremont Manor property.

BAC Community Bank (1)

In August 2016, the Authority refinanced a note with BAC Community Bank. The face amount of the note was $1,391,417 and matures September 2019, at which time a balloon payment of $1,245,000 is due. The note carries an interest rate of 4.50% and calls for monthly payments of $9,364. The note is secured by the Authority's administration building.

BAC Community Bank (2)

In August 2016, the Authority refinanced a note with BAC Community Bank. The face amount of the note was $414,154 and matures September 2019, at which time a balloon payment of $278,094 is due. The note carries an interest rate of 4.50% and calls for monthly payments of $5,118. The note is secured by the Claremont Manor property.

Farmers & Merchants (1)

In April 2001, the Authority entered into a note agreement with Farmers & Merchants Bank. The face amount of the note was $500,000 and matures February 2024, at which time a balloon payment of $230,000 is due. The note carries an interest rate of 3.99% and calls for monthly payments of $2,361. The note is secured by the Authority's administration building.

Farmers & Merchants (2)

In July 2011, the Authority entered into a note agreement with Farmers & Merchants Bank. The face amount of the note was $227,500 and matures August 2021, at which time a balloon payment of $137,000 is due. The note carries an interest rate of 3.50% and calls for monthly payments of $1,326. The note is secured by the Park Street property.

Farmers & Merchants (3)

In April 2017, the Authority entered into a note agreement with Farmers & Merchants Bank. The face amount of the note was $215,000 and matures April 2047. The note carries an interest rate of 5.25% and calls for monthly payments of $1,198. The note is secured by the 508 South Central Ave property.

Bank of Stockton (1)

In January 2014, the Authority entered into a note agreement with the Bank of Stockton. The face amount of the note was $226,500 and matures January 2044. The note carries an interest rate of 4.15% and calls for monthly payments of $1,109. The note is secured by the Washington Street property.

Bank of Stockton (2)

In March 2018, the Authority entered into a note agreement with the Bank of Stockton. The face amount of the note was $2,962,500 and matures April 2048. The note carries a variable interest rate of 3.42% for the first 120 months and calls for monthly payments of $13,254 for the first 120 months, then starting May 2028 payments of $13,785 are required for the remaining 239 months. The note is secured by the 2575 Grand Canal Blvd property.

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Note 8 – Other Post-Employment Benefits (OPEB)

Plan Description

The Authority offers other post-employment benefits in the form of a health care plan (OPEB Plan) to qualifies retired employees. Medical insurance benefits are offered through CalPERS. The CalPERS Plan is an agent multiple-employer plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA). The OPEB Plan is available to retired employees who have retired from the Authority and met the eligibility requirements under the Authority's pension plan. Eligible retirees are entitled to statutory minimum employer contributions under Government Code Section 22892 of the PEMHCA, further subject to the unequal contribution provisions of Section 22892(c). The benefit payments are provided by the Authority in the form of a cash subsidy for monthly medical insurance premiums, which is a fractional proportion of the statutory minimum employer contribution rate of $128 and $133 for calendar years 2017 and 2018, respectively. Under the Authority's OPEB Plan, the fractional proportion is determined by multiplying 5% by the number of years since the OPEB Plan was established in 2010. At June 30, 2018, the benefit amount was 40% of the statutory minimum employer contribution rate, or $53 per month. Eligible retires may enroll in any of the programs available through the CalPERS Plan. The Authority provided health care benefits continue for the life of the retiree. The authority to establish and amend the benefit terms of the OPEB Plan are vested in the Authority's Board. The OPEB plan does not issue a stand-alone financial report.

Contributions

The OPEB Plan and its contribution requirements are established by Board action and may be amended by Board action. The Authority contributes 100% of the cost of current-year premiums for eligible retired plan members and their dependents (pay-as-you-go). For the fiscal year ended June 30, 2018, the Authority's cash contributions were $2,842 in payments to CalPERS.

Net OPEB Liability

The Authority's net OPEB liability was measured as of June 30, 2018 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2018, based on the following actuarial methods and assumptions.

Actuarial Assumptions:	
Discount rate	3.80%
Inflation	2.75% per year
Salary increases	2.75% per year
Investment rate of return	3.80%
Mortality rate	2014 CalPERS Active Mortality for Miscellaneous Employees
Retirement rates	Hired before 2013: 2009 CalPERS 2%@55 Rates for Miscellaneous Employees Hired after 2012: 2009 CalPERS 2%@60 Rates for Miscellaneous employees adjusted to reflect a minimum retirement age of 52
Service requirement	100% at 5 Years of Service
Healthcare trend rate	4.00% per year

The Authority does not presently fund an OPEB trust. Therefore, the net OPEB liability is equal to the total OPEB liability.

Discount Rate

The discount rate used to measure the total OPEB liability was 3.80 percent. The discount rate depends on the nature of underlying assets for funded plans. For an unfunded plan, the discount rate is based on an index of 20-year General Obligation municipal bonds.

Changes in the OPEB Liability

The changes in the net OPEB liability for the OPEB Plan are as follows:

	Measurement Date 9/30/2018		
	Financial Reporting Date 9/30/2018		
	(a) Total OPEB Liability	(b) Plan Fiduciary Net Position	(a) - (b) = (c) Net OPEB Liability
Balance at September 30, 2017	$ 5,176,671	$ -	$ 5,176,671
Changes recognized for measurement period:			
Service cost	107,021	-	107,021
Interest	193,528	-	193,528
Contributions – employer	-	271,713	(271,713)
Benefit payments	(271,713)	(271,713)	-
Net changes	28,836	-	28,836
Balance at September 30, 2018	$ 5,205,507	$ -	$ 5,205,507

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Authority if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2018:

	Discount Rate 1% Lower (2.80%)	Valuation Discount Rate (3.80%)	Discount Rate 1% Higher (4.80%)
Net OPEB Liability	$ 5,875,040	$ 5,205,507	$ 4,654,519

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the Authority if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2018:

	Trend 1% Lower	Valuation Healthcare Cost Trend Rates	Trend 1% Higher
Net OPEB Liability	$ 5,031,809	$ 5,205,507	$ 5,478,320

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The Authority used the transition approach provided in GASB 75 upon implementation, therefore there are no deferred outflows/inflows of resources related to OPEB in the first year.

OPEB Expense

For the fiscal year ended September 30, 2018, the Authority recognized OPEB expense of $300,549.

Note 9 – Defined Benefit Pension Plan

Summary of Significant Accounting Policies of the Plan

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date: June 30, 2017
Measurement Date: June 30, 2018
Measurement Period: July 1, 2017 to June 30, 2018

General Information about the Pension Plans

Plan description, benefits provided and employees covered.

The Authority contracts with the CalPERS to provide retirement benefits to its employees. Under GASB Statement No. 68, both the County and the Authority are agent multiple-employer defined benefit pension plans due to their pooling composite.

The Plan is an agent multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the Plan's June 30, 2017 Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website.

Contributions.

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

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Actuarial Methods and Assumptions

The collective total pension liability for the June 30, 2018 measurement period was determined by an actuarial valuation as of June 30, 2017, with update procedures used to roll forward the total pension liability to June 30, 2018. The collective total pension liability was based on the following assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions	
Discount rate	7.15%
Inflation	2.50%
Salary increases	Varies by Entry Age and Service
Mortality Rate Table*	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefits Increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies.

* The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

Asset Class	Assumed Asset Allocation	Real Return Years 1-10[1]	Real Return Years 11+[2]
Global Equity	50.00%	4.90%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	77.00%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	2.00%	0.00%	-0.92%

[1]An expected inflation of 2.0% used for this period

[2]An expected inflation of 2.92% used for this period

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

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The amortization period differs depending on the source of the gain or loss:

Net Difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Allocation of Net Pension Liability and Pension Expense to Individual Plans.

Pools where contribution rates within the pool are based on separate relationships, the proportional allocation should reflect those relationships. The allocation method utilized by CalPERS determines the employer's share by reflecting these relationships through the plans they sponsor within the risk pool. Plan liability and asset-related information are used where available, and proportional allocations of individual plan amounts as of the valuation date are used where not available.

Please refer to the CalPERS Public Agency Cost-Sharing Allocation Methodology Report that can be obtained at CalPERS' website under the GASB 68 section, and see Appendix D of this report for the calculation of the plan's proportionate share of total pension liability.

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The plans' proportionate share of risk pool pension expense is developed as the sum of the related proportionate shares of the components of the aggregate pension expense.

Proportionate share of the net pension liability for the Plan as of 9/30/2017 and 9/30/2018:

	Miscellaneous
Proportion - September 30, 2017	0.26052%
Proportion - September 30, 2018	0.25384%
Change - Increase/(Decrease)	-0.00668%

The Authority incurred a pension expense/ (income) as of September 30, 2018 of $307,721.

Sensitivity of the Proportionate Share of the Net Pension Liability/(Asset) to Changes in the Discount Rate:

	Discount Rate - 1% **6.15%**	**Current Discount Rate** **7.15%**	**Discount Rate +1%** **8.15%**
Employer's Net Pension Liability/(Asset) - Miscellaneous	$ 14,228,741	$ 8,428,786	$ 3,641,018
Employer's Net Pension Liability/(Asset) - Total	$ 14,228,741	$ 8,428,786	$ 3,641,018

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9/30/2018 reported deferred outflows of resources and deferred inflows of resources related to pensions:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	$ 1,090,610	$ 267,287
Differences between Expected and Actual Experience	367,050	124,905
Differences between Projected and Actual Investment Earnings	47,294	-
Differences between Employer's Contributions and Proportionate Share of Contributions	-	615,391
Change in Employer's Proportion	-	458,713
Pension Contributions Made Subsequent to Measurement Date	218,474	-
	$ 1,723,428	$ 1,466,296

Other deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the pension expenses as follows:

Fiscal Year Ending September 30:	Miscellaneous	Total
2019	$ 939,975	$ 939,975
2020	34,492	34,492
2021	(662,344)	(662,344)
2022	(273,465)	(273,465)
2023	-	-
Thereafter	-	-
	$ 38,658	$ 38,658

Payable to the Pension Plan. At September 30, 2018, the Authority reported a payable of $0 for the outstanding amount of contributions to the pension plan required.

Note 10 – Risk Management

We are exposed to various risk of losses related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. At September 30, 2018, there were no liabilities to be reported.

Note 11 – Contingent Liabilities

We have received funds from Federal grant programs. It is possible that at some future date, it may be determined that we were not in compliance with applicable grant requirements. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined now, although we do not expect such disallowed amounts, if any, to materially affect the financial statements.

Note 12 – Prior Year Restatement

As discussed in Note 1, the Authority implemented GASB Statement No. 75 (GASB 75) effective July 1, 2017. GASB 75, among other provisions, amended prior guidance with respect to the reporting of postemployment benefits other than pensions (OPEB). GASB 75 establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expenses. The Authority's net OPEB liability was not previously recorded on the statement of net position. GASB 75 requires that accounting changes adopted to conform to the provisions of the Statement be applied retroactively by restating financial statements. Restatement of the comparative financial data for the prior period presented is not practical due to the unavailability of actuarial information, therefore the provisions of GASB 75 were not applied to the prior period. The cumulative effects of applying the provisions of GASB 75 have been reported as a restatement of beginning net position for the year ended September 30, 2018 in accordance with the Statement.

Ending net position as previously reported September 30, 2017	$ 41,169,140
Prior period adjustment - change in accounting policy:	
To restate for OPEB Obligation - GASB 75	(5,176,671)
Total Adjustments	(5,176,671)
Net position as restated as of September 30, 2017	$ 35,992,469

Note 14 - Combining Statements

Combining Statement of Net Position

Assets & Deferred Outflows of Resources	Housing Authority of the County of San Joaquin	Blended Component Units	ELIM	Total Primary Gov't
Current assets:				
Cash and equivalents - operating	$ 15,917,104	$ 388,637	$ -	$ 16,305,741
Receivables, net of allowances	557,802	838,403	-	1,396,205
Short-term investments - operating	840,257	-	-	840,257
Prepaid expenses and other current assets	522,688	4,023	-	526,711
Restricted cash and equivalents	1,323,719	-	-	1,323,719
Intercompany due from	372,555	-	(372,555)	-
Tenant security deposits	526,548	2,058	-	528,606
Total current assets	20,060,673	1,233,121	(372,555)	20,921,239
Non-current assets:				
Family self-sufficiency escrows	501,654	-	-	501,654
Capital assets, at cost				
Land	3,382,460	523,248	-	3,905,708
Construction in progress	1,654,022	-	-	1,654,022
Buildings and improvements	84,687,396	2,313,156	-	87,000,552
Furniture, equipment, and machinery - dwelling	815,649	-	-	815,649
Furniture, equipment, and machinery - administrative	1,339,767	-	-	1,339,767
Total acquisition costs	91,879,294	2,836,404	-	94,715,698
Less: Accumulated depreciation	(54,449,911)	(1,489,120)	-	(55,939,031)
Capital assets, net	37,429,383	1,347,284	-	38,776,667
Total non-current assets	37,931,037	1,347,284	-	39,278,321
Total assets	57,991,710	2,580,405	(372,555)	60,199,560
Deferred outflows of resources:				
Total deferred outflows of resources	1,723,428	-	-	1,723,428
Total Assets & Deferred Outflows of Resources	$ 59,715,138	$ 2,580,405	$ (372,555)	$ 61,922,988

Note 14 - Combining Statements (Continued) *Combining Statement of Net Position*

Liabilities, Deferred Inflows of Resources, & Net Position	Housing Authority of the County of San Joaquin	Blended Component Units	ELIM	Total Primary Gov't
Current liabilities:				
Accounts payable	$ 946,688	$ 2,201	$ -	$ 948,889
Accrued liabilities	274,455	-	-	274,455
Unearned revenue	11,329	-	-	11,329
Accrued interest payable	11,974	-	-	11,974
Current portion of loans and notes payable	125,892	1,565,377	-	1,691,269
Intercompany due to	347,970	24,585	(372,555)	-
Tenant security deposits	526,548	2,058	-	528,606
Family self-sufficiency escrows	501,654	-	-	501,654
Total current liabilities	2,746,510	1,594,221	(372,555)	3,968,176
Non-current liabilities:				
Accrued liabilities, net of current	264,768	-	-	264,768
Loans and notes payable, net of current	4,263,686	-	-	4,263,686
Net pension liability	8,428,786	-	-	8,428,786
Net OPEB obligation	5,205,507	-	-	5,205,507
Total non-current liabilities	18,162,747	-	-	18,162,747
Total liabilities	20,909,257	1,594,221	(372,555)	22,130,923
Deferred inflows of resources:				
Total deferred inflows of resources	1,466,296	-	-	1,466,296
Net Position:				
Net investment in capital assets	33,039,805	(218,093)	-	32,821,712
Restricted				
Housing Assistance Payments	1,002,381	-	-	1,002,381
Replacement reserve fund	153,597	-	-	153,597
Rehabilitation fund	167,741	-	-	167,741
Unrestricted	2,976,061	1,204,277	-	4,180,338
Total net position	37,339,585	986,184	-	38,325,769
Total Liabilities, Deferred Inflows of Resources, & Net Position	$ 59,715,138	$ 2,580,405	$ (372,555)	$ 61,922,988

Note 14 - Combining Statements (Continued) *Combining Statement of Revenues, Expenses, and Changes in Net Position*

	Housing Authority of the County of San Joaquin	Blended Component Units	ELIM	Total Primary Gov't
Operating revenues:				
Tenant rental revenue, net of collection losses	$ 3,816,232	$ 474,226	$ -	$ 4,290,458
Operating grants and subsidies	43,928,408	-	-	43,928,408
Fee revenue	2,517,184	-	(2,517,184)	-
Other revenues	2,325,376	106,763	-	2,432,139
Total operating revenues	52,587,200	580,989	(2,517,184)	50,651,005
Operating expenses:				
Administrative	8,892,132	143,231	(2,517,184)	6,518,179
Tenant services	51,344	25,300	-	76,644
Utilities	1,251,612	53,157	-	1,304,769
Maintenance and operations	3,301,843	143,584	-	3,445,427
Protective services	290,564	658	-	291,222
Insurance premiums	446,906	15,589	-	462,495
Other general expenses	734,103	7,482	-	741,585
Housing assistance payments	33,165,913	-	-	33,165,913
Depreciation	2,387,367	114,379	-	2,501,746
Total operating expenses	50,521,784	503,380	(2,517,184)	48,507,980
Operating income	2,065,416	77,609	-	2,143,025
Nonoperating revenues (expenses):				
Investment returns	44,217	-	-	44,217
Gain (loss) on disposition of assets	18,300	-	-	18,300
Interest expense	(109,498)	(73,854)	-	(183,352)
Extraordinary items gain, net of losses	(6,291)	-	-	(6,291)
Total nonoperating revenues (expenses)	(53,272)	(73,854)	-	(127,126)
Change in net position before capital grants & transfers	2,012,144	3,755	-	2,015,899
Transfers, net	(93,000)	-	-	(93,000)
Capital grants and contributions	410,401	-	-	410,401
Change in net position	2,329,545	3,755	-	2,333,300
Net position, beginning of year	40,186,711	982,429	-	41,169,140
Prior-period adjustments	(5,176,671)	-	-	(5,176,671)
Net position, end of year	$ 37,339,585	$ 986,184	$ -	$ 38,325,769

Note 14 - Combining Statements (Continued)

Condensed Combining Statement of Cash Flows

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
Net cash provided (used) by:					
Operating Activities	$ 4,257,009	$ (1,611,039)	$ 2,645,970	$ -	$ 2,645,970
Capital and Related Financing Activities	(6,481,969)	-	(6,481,969)	-	(6,481,969)
Investing Activities	26,326	-	26,326	-	26,326
Net increase (decrease)	(2,198,634)	(1,611,039)	(3,809,673)	-	(3,809,673)
Beginning Cash and Cash Equivalents	20,502,167	1,967,226	22,469,393	-	22,469,393
Ending Cash and Cash Equivalents	$ 18,303,533	$ 356,187	$ 18,659,720	$ -	$ 18,659,720

Housing Authority of the County of San Joaquin

Schedule of the Pension Plan's Proportionate Share of the
Net Pension Liability (Asset) and Related Ratios

Plan Measurement Date under GASB 68 as of June 30	Proportion of Pension Liability	Proportionate share of Net Pension Liability	Covered Employee Payroll**	Proportionate share of the Net Pension Liability as a percentage of covered-employee payroll	Plan Fiduciary Net Position as a percentage of the Total Pension Liability***
2015	0.280190%	$ 6,794,182	$ 5,086,451	133.57%	121.62%
2016	0.268250%	$ 8,327,917	$ 4,991,353	166.85%	127.49%
2017	0.260520%	$ 9,102,218	$ 4,565,364	199.38%	127.90%
2018	0.253840%	$ 8,428,786	$ 4,645,823	181.43%	124.47%

*This is a 10-year schedule; however, the information in this schedule is not required ot be presented retroactively. Years will be added to this schedule in the future fiscal years until 10 years of information is available.

**Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of the retirement benefits are included.

*** The Plan Fiduciary Net Position as a percentage of the Total Pension Liability is the same for all General employers because neither the Plan Fiduciary Net Position nor the Total Pension Liability have been maintained separately for each of those employers. The same is also the case for all Safety employers.

Plan Measurement Date under GASB 68 as of June 30	Actuarially determined contribution [A]	Contributions in relation to actuarially determined contribution [B]	Contribution deficiency (excess) [C]=[A]-[B]	Covered-employee payroll	Contribution as a percentage covered-employees payroll
2015	$ 759,844	$ 759,844	$ -	$ 5,086,451	14.94%
2016	$ 979,202	$ 979,202	$ -	$ 4,991,353	19.62%
2017	$ 1,229,983	$ 1,229,983	$ -	$ 4,565,364	26.94%
2018	$ 517,944	$ 517,944	$ -	$ 4,645,823	11.15%

Notes to Schedule:

Change in Benefits: There were no changes to benefit terms that applied to all members of the Public Agency Pool.

Change in Assumptions: No changes.

Measurement Period	**2018**
Total OPEB Liability	
Service cost	$ 107,021
Interest	193,528
Benefit payments	(271,713)
Net change in total OPEB liability	28,836
Total OPEB liability - beginning	5,176,671
Total OPEB liability - ending	5,205,507
Plan Fiduciary Net Position	-
Net OPEB Liability	$ 5,205,507
Plan fiduciary net position as a percentage of the total OPEB liability	0%
Covered-employee payroll	$ 4,645,823
Total OPEB liability as a percentage of covered payroll	112%

Notes to Schedule:

Changes in assumptions: none

The Authority has not calculated an actuarially determined contribution amount, and contribution requirements are not statutorily or contractually established.

Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available. Fiscal Year 2018 was the first year of implementation.

1. The Actual Costs of the Authority was as follows:

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance
CA30P024501-16	$ 1,955,406	$ 1,684,002	$ 1,684,002	$ 271,404
CA30P024501-17	$ 2,089,164	$ 146,820	$ 246,301	$ 1,942,344
CA024FSHO55A016	$ 191,337	$ 191,337	$ 191,337	$ -
CA024FSHO55A017	$ 194,457	$ 60,446	$ 86,487	$ 134,011

2. The distribution of costs as shown on the Financial Statement of Costs accompanying the Actual Cost Certificate submitted to HUD for approval, is in agreement with the Authority's records.

3. For the above completed grants, all costs have been paid and all related liabilities have been discharged through payment.

Housing Authority of the County of San Joaquin

Statement of Expenditures of Federal Awards

Year Ended September 30, 2018

FEDERAL PROGRAM	CFDA No.	Direct	Indirect	Total Expenditures
US Department of Housing and Urban Development (HUD)				
Housing Voucher Cluster				
Section 8 Housing Choice Voucher	14.871	$ 37,122,669	$ -	$ 37,122,669
Total Housing Voucher Cluster		37,122,669	-	37,122,669
Public and Indian Housing	14.850	4,066,125	-	4,066,125
Public Housing Capital Fund	14.872	860,140	-	860,140
Resident Opportunity and Supportive Services	14.870	260,611	-	260,611
Total Non-cluster Program(s)		5,186,876	-	5,186,876
Total HUD		42,309,545	-	42,309,545
US Department of Agriculture (USDA)				
Farm Labor Housing Loans and Grants:	10.405			
Loans		502,357	-	502,357
Grants		1,787,836	-	1,787,836
Total Farm Labor Housing Loans and Grants		2,290,193	-	2,290,193
Total USDA		2,290,193	-	2,290,193
Total Expenditures of Federal Awards		**$ 44,599,738**	**$ -**	**$ 44,599,738**

Note 1 - Summary of Significant Accounting Policies

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal awards activity of the Authority under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Admirative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of our operations, it is not intended to and does not present our financial position, changes in net positions, or cash flows.

Summary of Significant Accounting Policies

The expenditures on the Schedule are reported on an accrual basis of accounting, such expenditures are recognized following the cost principles contained in the Uniform Guidance and/or OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited for reimbursement.

Note 2 - Federal Loan Balances

We participate in housing programs where funds have been provided by Federal agencies as loans. Outstanding balances for these loans were as follows:

FEDERAL GRANTOR	CFDA No.	2017	Net Change	2018
USDA				
Farm Labor Housing Loans and Grants	10.405	$ 502,357	$ (18,824)	$ 483,533
Total U.S. Department of HUD		502,357	(18,824)	483,533
Total Federal Loan Balance		$ 502,357	$ (18,824)	$ 483,533

Note 3 - Indirect Cost Rate

We have elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT

The Governing Body of
Housing Authority of the County of San Joaquin

We have audited, in accordance with the auditing standards 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, the financial statements of the business-type activities of the Housing Authority of the County of San Joaquin, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Housing Authority of the County of San Joaquin's basic financial statements, and have issued our report thereon dated June 12, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Housing Authority of the County of San Joaquin's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control. Accordingly, we do not express an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Housing Authority of the County of San Joaquin's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 12, 2019
Redlands, CA

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

INDEPENDENT AUDITORS' REPORT

The Governing Body of
Housing Authority of the County of San Joaquin

Report on Compliance for Each Major Federal Program

We have audited Housing Authority of the County of San Joaquin's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Housing Authority of the County of San Joaquin's major federal programs for the year ended September 30, 2018. Housing Authority of the County of San Joaquin's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Housing Authority of the County of San Joaquin's major federal programs based on our audit of the type of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States: and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Housing Authority of the County of San Joaquin's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Housing Authority of the County of San Joaquin's compliance.

Opinion on Each Major Federal Program

In our opinion, Housing Authority of the County of San Joaquin complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of Housing Authority of the County of San Joaquin is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Housing Authority of the County of San Joaquin's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal controls over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, described in the accompanying schedule of findings and questioned costs as item 2018-001, that we consider to be a significant deficiency.

The Housing Authority of the County of San Joaquin's response to the internal control over compliance findings identified in our audit is described in the accompanying corrective action plan. The Housing Authority of the County of San Joaquin's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

June 12, 2019
Redlands, CA

Financial Statements

1. Type of Auditor Report on the financial statements:					Unmodified
2. Internal control over financial reporting:					
a. Material weakness(es) identified?		Yes	x	No	
b. Significant deficiency(ies) identified that are not considered to be material weaknesses?		Yes	x	None noted	
3. Noncompliance material to financial statements?		Yes	x	No	

Federal Awards

4. Type of auditors' report on compliance for major programs:					Unmodified
5. Internal control over major programs:					
a. Material weakness(es) identified?		Yes	x	No	
b. Significant deficiency(ies) identified that are not considered to be material weaknesses?	x	Yes		None noted	
6. Audit findings noted which are required to be reported in accordance with 2 CFR Section 200.516(a)?	x	Yes		No	

7. Identification of Major Programs:

CFDA	*Program(s) Name*
14.871	Section 8 - Housing Choice Vouchers
14.850	Low Income Public Housing
10.405	Farm Labor Housing Loans and Grants

8. The Dollar Threshold Used to Distinguish Between Type A and Type B Programs:					$ 1,337,992
9. Auditee qualified as a low-risk auditee?	x	Yes		No	

SECTION II – Financial Statement Findings

None reported.

SECTION III – Federal Award Findings and Questioned Costs

US Department of Housing and Urban Development
Direct Program
Program Name: Section 8 Housing Choice Voucher Program
CFDA No.: 14.871

Finding 2018-001
Significant Deficiency
Special Tests & Provisions – HQS Enforcement

Criteria
For units under HAP contract that fail to meet HQS, the PHA must require the owner to correct any life threatening HQS deficiencies within 24 hours after the inspections and all other HQS deficiencies within 30 calendar days or within a specified PHA-approved extension. If the owner does not correct the cited HQS deficiencies within the specified correction period, the PHA must stop (abate) HAPs beginning no later than the first of the month following the specified correction period or must terminate the HAP contract. The owner is not responsible for a breach of HQS as a result of the family's failure to pay for utilities for which the family is responsible under the lease or for tenant damage. For family-caused defects, if the family does not correct the cited HQS deficiencies within the specified correction period, the PHA must take prompt and vigorous action to enforce the family obligations (24 CFR sections 982.158(d) and 982.404).

Condition
Four instances were noted during the audit where the Authority did not follow it's HUD approved HQS Enforcement policy, failing to either abate HAP payments or terminate the tenants voucher within the allotted timeframe of its policy.

Cause
Internal controls involving monitoring and oversight were not in place for personnel responsible for ensuring compliance with the HQS Enforcement requirements above.

Effect
The Authority was in violation of the Federal Regulation described above which resulted in housing assistance payments (HAP) and utility reimbursement payments for vouchers that were out of compliance with its HUD approved policy.

Questioned Costs
Undetermined.

Context
The Authority had roughly 1800 failed inspections throughout the fiscal year under examination. Of these we reviewed 40 individual failed inspections, and found 4 instances of noncompliance or 10% of the sample. We extrapolated this to the total population and estimate roughly 180 failed inspections are not in compliance with HQS Enforcement for which housing assistance payments (HAP) and utility reimbursement payments continued to be made.

Recommendation
We recommend that Management implement monitoring and oversight control procedures to ensure compliance with the above regulations as it relates to the Section 8 Housing Choice Voucher Program.

HACSJ
HOUSING AUTHORITY
COUNTY OF SAN JOAQUIN

Corrective Action Plan

RE: Finding 2018-001
Special Tests & Provisions: HQS Enforcement
Program: Housing Choice Voucher Program

Corrective Action Plan:

1. HACSJ will implement formal written policies and procedures to guide the inspections team to better enforce HQS on October 31, 2018.
2. The Inspections Department Supervisor will schedule a review of HQS inspection reports biweekly to ensure that HAP for units with HQS deficiencies that are not corrected timely is abated beginning no later than the first of the month following the specified correction period, and the Inspector terminates the HAP contract or, for family-caused defects, takes prompt and vigorous action to enforce the family obligations by sending a proposed termination notice to be effective 30 days
3. The Inspector will complete all outstanding HQS deficiencies that were not completed timely with a correct action.
4. HACSJs Quality Control Assistant will perform audits on a random sample of HQS inspections.

Name of Responsible Person: Carena Lane

Name of Department Contact: Carena Lane

Projected Implementation Date: October 31, 2018

Completion Date: Ongoing

No findings reported for the year ended September 30, 2017

Delta Community Developers Corporation
(A California Nonprofit Corporation)

Financial Statements

December 31, 2017

Smith Marion & Company, LLP
Certified Public Accountants

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SM&Co
Smith Marion & Company, LLP · Certified Public Accountants
Redlands Office · 1940 Orange Tree Lane, Suite 100 · Redlands, CA 92374 · (909) 307-2323

Board of Commissioners
Delta Community Developers Corporation
Stockton, CA

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements
We have audited the accompanying financial statements of business-type activities of the Delta Community Developers Corporation as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Delta Community Developers Corporation, as of December 31, 2017, and the respective change in financial position and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Smith Marion & Co
April 18, 2018

FINANCIAL STATEMENTS

Delta Community Developers Corporation

Statement of Net Position

December 31, 2017

ASSETS		
Current Assets		
Cash and cash equivalents		
Unrestricted		$ 1,197,223
Restricted		2,058
Subtotal		1,199,281
Accounts receivable (net)		12,355
	Total current assets	1,211,636
Noncurrent Assets		
Property and equipment (net)		418,191
	Total noncurrent assets	418,191
	TOTAL ASSETS	1,629,827
LIABILITIES		
Current Liabilities		
Accounts payable		52,602
Deposits held in trust		2,058
	Total current liabilities	54,660
	TOTAL LIABILITIES	54,660
NET POSITION		
Unrestricted		1,156,976
Investment in Capital Assets		418,191
Restricted		-
	Total net assets	1,575,167
	TOTAL LIABILITIES AND NET ASSETS	$ 1,629,827

See Notes to Financial Statements

Delta Community Developers Corporation

Statement of Revenues, Expenses, and Changes in Net Position

Year Ended December 31, 2017

Operating Revenues		
Grants		$ 21,206
Rental revenue (net)		11,734
Fees for service		222,236
Other		59,274
	Total operating revenues	314,450
Operating Expenses		
Compensation and related expenses		
Employee benefits		750
Administration		
Professional services		2,173
Dues, publications, and subscriptions		266
Postage and printing		790
Supplies		250
Telephone and internet		22
Ordinary maintenance and operations		
Routine maintenance		3,565
Maintenance contracts		5,926
Utilities		3,172
General expenses		
Insurance		2,619
Depreciation		21,248
	Total operating expenses	40,781
	NET OPERATING INCOME (LOSS)	273,669
Nonoperating Revenues (Expenses)		
Interest		(8,157)
Gain (loss) on debt forgiveness		356,834
	Total nonoperating revenues (expenses)	348,677
	NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	622,346
Capital Contributions		906,000
	CHANGE IN NET POSITION	1,528,346
BEGINNING NET POSITION		46,821
	ENDING NET POSITION	$ 1,575,167

See Notes to Financial Statements

Delta Community Developers Corporation

Statement of Cash Flows

Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Grant receipts	$ 21,206
Receipts from tenants	1,439
Receipts for services	222,236
Payments to vendors	30,058
Other payments and receipts	(21,037)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	253,902
CASH FLOWS FROM INVESTING ACTIVITIES	
None	
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-
CASH FLOWS FROM FINANCING ACTIVITIES	
Capital contributions	906,000
NET CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES	906,000
NET INCREASE (DECREASE) IN CASH	1,159,902
Cash at beginning of year	39,379
CASH AT END OF YEAR	$ 1,199,281

Reconciliation of change in net position to net cash from operating activities	
Net operating income (loss)	$ 273,669
Adjustments to reconcile change in net position to net cash flows from operating activities:	
Depreciation	21,248
Changes in operating assets and liabilities	
Accounts receivable	(11,363)
Accounts payable	49,591
Accrued expenses	(80,311)
Deposits held in trust	1,068
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	253,902

SUPPLEMENTAL INFORMATION:

Interest expense for the year amounted to: $ 8,157

See Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Introduction

The financial statements of Delta Community Developers Corporation (Corporation, us, our, we) have been prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

We are a non-profit corporation that is a wholly owned subsidiary of the Housing Authority of the County of San Joaquin (a special-purpose government engaged only in business-type activities) and, therefore, we present the financial statements required for proprietary (enterprise funds), in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplementary information consist of:

- Enterprise fund financial statements consisting of:
    - Statement of Net Position
    - Statement of Revenues, Expenses, and Changes in Net Position
    - Statement of Cash Flows
- Notes to Financial Statements

A. Reporting Entity

The Corporation operates as a California non-profit public benefit corporation whose purpose is to engage in financing, acquiring, developing, rehabilitating, owning, managing, and selling affordable housing for extremely low, low and moderate-income persons within the County of San Joaquin. Further, the Corporation supplements low and moderate-income resident services and housing programs sponsored by the Housing Authority of the County of San Joaquin.

GASB establish criteria for determining which, if any, component units should be considered part of the Housing Authority of the County of San Joaquin (the "Authority") for financial reporting purposes. The basic criteria for including a potential component unit organization within the Authority's reporting entity includes whether:

- The organization is legally separate (can be sued in their own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints a voting majority of the organization's board
- The Authority is able to impose its will on the organization
- The organization has the potential to impose a financial burden/benefit on the Authority
- There is a fiscal dependency by the organization on the Housing Authority

Based on the aforementioned criteria, and the control and relationship between the Authority and the Corporation, the Authority has determined that the Corporation is considered a blended component unit.

B. Basic Financial Statements/Funds

All activities of the Corporation are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by the Corporation's capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

In the Statement of Net Position, equity is classified as net position and displayed in three components:

a) Net Investment in capital assets – Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.
b) Restricted net position – Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
c) Unrestricted net position – All other assets that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

C. Accrual Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

D. Financial Statement Accounts & Other Accounting Matters

Revenues.
All of the Corporation's revenues are accrued. These revenues consist of user charges for rents, utilities, repairs and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues.

Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met are reported as deferred inflows of resources or unearned revenues.

In accordance with GASB standards, for the fiscal year ended December 31, 2017, dwelling income and other rental related fees of $12,684 has been netted with collection losses of $950.

Cash and Equivalents, and Investments.

a. Cash and Equivalents. The Corporation defines cash to include certificates of deposit, money market funds, savings accounts, demand deposits, and other short-term securities with original maturities of three months or less; consequently, the cost, carrying value, and market value are equivalent.
b. Investments. Investments, if any, would be carried at fair market value, except for U.S. Treasury Bills, which would be canceled at amortized cost.

Restricted Cash.
Restricted cash, if any, consists of cash and investments that are held in trust, reserves and escrows, as well as other cash and investments that are restricted for specific purposes.

Accounts Receivable.
Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable.

Capital Assets.
Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the Statement of Fund Net Position. The estimated useful lives for each major class of depreciable fixed assets are as follows:

Asset Class	Estimated Lives
Buildings and Improvements	10-25
Equipment	5-15
Vehicles	10

Use of Estimates.
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deposits Held in Trust
Security deposits consist of amounts held in trust by us in order for tenants to secure apartment leases.

Unearned Revenue.
Unearned revenues, if any, consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year as well as grant advances that are only subject to performance milestones in order to recognize revenues.

Leasing Activities.
We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. The Corporation may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

Income Taxes.
The Corporation is exempt from federal income tax under Internal Revenue Code Section 501 (c)(3) and by California Revenue and Taxation Code Section 23701d. Contributions from donors qualify for income tax deductions.

We have evaluated tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated are related to the Corporation's continued qualification as a tax-exempt organization and whether there is unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not (>50%) of being sustained upon potential audit and/or examination; therefore, no disclosures of uncertain income tax positions are required.

We file informational returns in the U.S. federal jurisdiction, as well as the State of California. The statute of limitations for federal and state purposes are generally three and four years, respectively.

Subsequent Events.
We have evaluated subsequent events through April 18, 2018, the date the consolidated financial statements were available to be issued.

Governance.
The following table lists the Board of Commissioners as of the year ended December 31, 2017 for the Corporation:

Commissioner	Position	Term Ending
Dale Cose	Chairperson	05/26/2021
Rudolph (Rudy) Willey	Chairperson	08/27/2019
Martha Moore (Senior Tenant)	1st Vice-Chairperson	07/16/2018
Jon Mendelson	2nd Vice Chairperson	04/18/2018
Greg Arnaudo	Commissioner	04/18/2018
Patricia Barrett (Tenant Commissioner)	Commissioner	03/26/2020
Lester Patrick	Commissioner	03/28/2020

In addition to the above Commissioners, the Administrator of the Corporation is Peter Ragsdale, who served as the Chief Executive Officer.

2. CASH AND CASH EQUIVALENTS

Our cash and cash equivalents as of December 31, 2017 are classified in the accompanying financial statements as follows:

Unrestricted	
Checking and money market accounts	$ 1,197,223
Subtotal	1,197,223
Restricted	
Deposits held in trust - security deposits	2,058
Subtotal	2,058
Total Cash and Cash Equivalents	$ 1,199,281

In accordance with GASB Statement No. 40, our exposure to deposit and investment risk is disclosed as follows:

***Interest Rate Risk*.** Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio. As of December 31, 2017, our risk of changes in interest rates is minimal since the investments, if any, primarily consist of state sponsored investment pool funds which have stated interest rates.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the Unites States of America. As of December 31, 2017, we mitigated their exposure to credit risk by only investing in fully insured state investment pool funds.

Custodial Credit Risk. Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in the Authority's name by its agent or by the bank's trust department. As of December 31, 2017, none of our total bank balances were exposed to custodial credit risk.

Investment Policy

The Investment Policy of the Corporation, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Fair Value Estimate

We report certain assets and liabilities at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or inputs that are observable or can be corroborated by observable market data.
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The carrying amounts of cash and cash equivalents, receivables, payables and accrued liabilities are a reasonable estimate of their fair value, due to their short-term nature and method of computation. No other financial assets are measured at fair value on a recurring basis (at least annually).

3. ACCOUNTS RECEIVABLE

The following presents a breakdown of our accounts receivable as of December 31, 2017:

Tenant accounts receivable	$	365
Less: Allowance for doubtful accounts		(365)
Net tenant accounts receivable		-
Development costs		11,990
Due from Authority		365
Accounts Receivable (net)	$	12,355

4. CAPITAL ASSETS

A summary of the activity of our capital assets for the year ended December 31, 2017 is as follows:

	2016	Additions	Disposals	2017
Nondepreciable				
Land	$ 80,000	$ -	$ -	$ 80,000
Subtotal	80,000	-	-	80,000
Depreciable				
Buildings & improvements	422,869	-	-	422,869
Subtotal	422,869	-	-	422,869
Accumulated depreciation	(63,430)	(21,248)	-	(84,678)
Capital Assets (net)	$ 439,439	$ (21,248)	$ -	$ 418,191

5. NONCURRENT LIABILITIES

A summary of the activity of our noncurrent liabilities for the year ended December 31, 2017 is as follows:

	2016	Additions	Reductions	2017
Related party note	$ 348,370	$ -	$ (348,370)	$ -
Debt	$ 348,370	$ -	$ (348,370)	$ -

Related Party Note

The Corporation held a 4.00% mortgage note payable to the Authority amortized over a 5-year period with variable monthly installments for interest only. Principal payments were payable only out of available cash flows and originally matured on December 31, 2020. The Authority forgave the entire debt in the current year, along with all respective accrued interest, resulting in a gain on debt forgiveness of $356,834.

6. RELATED PARTY

During the current year, the Corporation received a capital contribution from the Authority in the amount of $906,000.

HACSJ

HOUSING AUTHORITY

COUNTY OF SAN JOAQUIN

FINANCIAL STATEMENTS
September 30, 2017

[redacted]

SM&Co
Smith Marion
& Company, LLP
Certified Public Accountants

Housing Authority of the County of San Joaquin

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SM&Co
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Board of Commissioners
Housing Authority of the County of San Joaquin
Stockton, CA

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements
We have audited the accompanying financial statements of business-type activities of the Housing Authority of the County of San Joaquin (Authority) as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise our basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Housing Authority of the County of San Joaquin, as of September 30, 2017, and the respective change in financial position and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and required supplementary schedules, as described in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Housing Authority of the County of San Joaquin's financial statements. The supplementary information, as described in the table of contents, including the Schedule of Expenditures of Federal Awards, required by the *Title 2 U.S. Code of Federal Regulations (CFR) Part 200*, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary information and Schedule of Expenditure of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information and Schedule of Expenditures of Federal Awards are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2018, on our consideration of our internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Housing Authority of the County of San Joaquin's internal control over financial reporting and compliance.

Smith Marinaro

June 13, 2018

Board of Commissioners
Housing Authority of the County of San Joaquin
Stockton, CA

MANAGEMENTS' DISCUSSION AND ANALYSIS

The Management of the Housing Authority of the County of San Joaquin (Authority, we, us, our) offers readers of our financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended on September 30, 2017.

OVERVIEW OF THE AUTHORITY

We were created in March 1942 to provide and advocate for affordable, attractive, safe living environments and opportunities to become self-sufficient for persons of very low to moderate income residing in San Joaquin County, California. We are a corporation located in Stockton, California, and were established under United States Housing Authorities Law of 1938, Deering's General Law Act 3483 when the San Joaquin County Board of Supervisors adopted a resolution declaring a need for a Housing Authority in the county.

A seven-member Board of Commissioners is appointed by the San Joaquin County Board of Supervisors and governs the Authority.

FINANCIAL HIGHLIGHTS

- The Net Position of the Authority increased $1,418,209 as of September 30, 2017, over the prior year (see Contributing Factors to Change in Net Position).
- Total revenues for the Authority increased $6,728,827 from prior year resulting primarily from an increase in operating grants and subsidy.
- Our debt outstanding (total liabilities) of $16,589,542 as of September 30, 2017, increased $1,972,679 from the prior year reflective of increased accounts payables and increased net pension liability.
- Principal payments on notes outstanding were $400,510 during the year.
- Receipts from grants and subsidies increased $5,437,638 from the prior year which is reflected in the increase in Housing Choice Voucher Program Housing Assistance Payment funding.
- Total expenses increased $4,211,598 from the prior year primarily from an increase in Housing Assistance Payments.

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AUTHORITY-WIDE FINANCIAL STATEMENTS

Authority-wide financial statements are designed similarly to those of a business corporation in that all business-type activities are consolidated into columns that add to a total for the entire Authority.

These Statements include a Statement of Net Position, which is like a Balance Sheet. The Statement of Net Position reports all financial and capital resources for the Authority. The statement is presented in the format where assets, minus liabilities, equal "Net Positions", formerly known as equity. Assets and liabilities are presented in order of liquidity, and are classified as "Current" that is, convertible into cash within one year, and "Non-current".

The focus of the Statement of Net Position (the "Unrestricted Net Position") is designed to represent the net available liquid (non-capital) assets, net of liabilities, for the entire Authority. Net Position (formerly equity) is reported in three broad categories:

- Net Investment in Capital Assets: This component of Net Position consists of all Capital Assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- Restricted Net Position: This component of Net Position consists of restricted assets, when constraints are placed on the asset by creditors (such as debt covenants), grantors, contributors, laws, regulations, etc.

- Unrestricted Net Position: Consists of Net Position that does not meet the definition of "Net Investment in Capital Assets" or "Restricted Net Position".

We-wide financial statements also include a Statement of Revenues, Expenses and Changes in Fund Net Position (similar to an Income Statement). This Statement includes Operating Revenues, such as rental income, Operating Expenses, such as administrative, utilities, and maintenance, and Non-Operating Revenue and Expenses, such as grant revenue, investment income, interest expense and depreciation.

The focus of the Statement of Revenues, Expenses and Changes in Fund Net Position is the "Change in Net Position", which is similar to Net Income or Loss.

Finally, a Statement of Cash Flows is included, which discloses net cash provided by or used for operating activities, non-capital financing activities, and from capital and related financing activities.

FUND FINANCIAL STATEMENTS

Traditional users of governmental financial statements will find the Fund Financial Statements presentation more familiar. The focus is now on Major Funds, rather than fund types. We consist of exclusively Enterprise Funds. Enterprise funds utilize the full accrual basis of accounting. The Enterprise method of accounting is similar to accounting utilized by the private sector accounting.

Some of the funds maintained by the Authority are required by the Department of Housing and Urban Development. Others are segregated to enhance accountability and control.

STATEMENT OF NET POSITION

The following table reflects the condensed Statement of Net Position compared to prior year. We are engaged only in business-type activities.

	2017	2016	Change Dollar	Change Percentage
Current Assets	$ 24,755,692	$ 22,944,199	$ 1,811,493	7.90%
Capital Assets, net	31,764,705	31,451,763	312,942	0.99%
Deferred Outflows	2,664,332	1,364,362	1,299,970	95.28%
Total Assets & Deferred Outflows	**$ 59,184,729**	**$ 55,760,324**	**3,424,405**	**6.14%**
Current Liabilities	$ 4,229,755	$ 2,858,311	1,371,444	47.98%
Long-Term Liabilities	12,359,787	11,758,552	601,235	5.11%
Deferred Inflows	1,426,047	1,392,530	33,517	2.41%
Net Position	41,169,140	39,750,931	1,418,209	3.57%
Total Liabilities, Deferred Inflows, & Net Position	**$ 59,184,729**	**$ 55,760,324**	**$ 3,424,405**	**6.14%**

Our total assets and deferred outflows as of September 30, 2017 were $59,547,475, an increase of $3,787,151 from September 30, 2016. Net capital assets increased $312,942.

Cash & Investments
Total cash and investments increased $1,035,036 or 4.65% as of September 30, 2017, when compared to September 30, 2016. Our investments are carried at actual cash value. We experienced an increase in the Public Housing and Housing Choice Voucher funds. State/Local reserves were expended to cover operating expenses and to make capital improvements to the properties.

Accounts Receivable
Net accounts receivable increased $373,597 as the Authority had an increase in pending payments from the U.S. Department of Housing and Urban Development (HUD) for the Public Housing Program.

Accounts Payable
Total accounts payable increased $1,275,250 compared to September 30, 2016.

Notes and Bonds Payable
During the year, the Authority repaid notes payable in the amount of $720,610 representing all liability payments due from the Authority during the year. The Authority refinanced one loan totaling $215,000 represented as new debt and continue to evaluate the existing loans to work towards the elimination of future balloon payments.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

The following schedule compares the revenues and expenses for the current and previous fiscal year. We are engaged only in business-type activities.

	2017	2016	Change Dollar	Change Percentage
Revenues				
Dwelling rent, net	$ 4,199,416	$ 3,741,376	$ 458,040	12.24%
Operating Grants & Subsidy	43,759,076	38,321,438	5,437,638	14.19%
Other Operating Revenues	945,559	270,898	674,661	249.05%
Investment Income	32,653	38,522	(5,869)	-15.24%
Capital Contributions	2,060,762	1,952,209	108,553	5.56%
Gain (Loss) on Dispositions	62,936	7,132	55,804	782.45%
Total Revenues	**51,060,402**	**44,331,575**	**6,728,827**	**15.18%**
Expenses				
Administrative	5,931,258	6,145,651	(214,393)	-3.49%
Tenant Services	132,311	15,592	116,719	748.58%
Utilities	1,336,256	1,208,090	128,166	10.61%
Ordinary Maintenance & Operations	3,740,155	3,813,055	(72,900)	-1.91%
Protective Services	169,052	428,078	(259,026)	-60.51%
Insurance	450,693	388,429	62,264	16.03%
General	669,885	690,713	(20,828)	-3.02%
Housing Assistance Payments	34,704,193	30,239,167	4,465,026	14.77%
Depreciation	2,437,751	2,421,451	16,300	0.67%
Interest Expense	141,749	151,479	(9,730)	-6.42%
Total Expenses	**49,713,303**	**45,501,705**	**4,211,598**	**9.26%**
Change in Net Position	**$ 1,347,099**	**$ (1,170,130)**	**$ 2,517,229**	**-215.12%**

RESULTS OF OPERATIONS

We experienced a $2,517,229 Change in Net Position from September 30, 2016 to $41,169,140 at September 30, 2017 (see Contributing Factors to Change in Net Position below for details).

Operating revenues of our activities are generated principally from HUD operating subsidies and housing assistance payments. In fiscal year ended 2017, our revenues for its activities totaled $51,060,402. Of this total, $45,819,838, or 88.90% was from HUD and other government grants and subsidies.

Our expense activities consist primarily of Housing Choice Voucher Program Housing Assistance Payments (HAP). Our total expenses were $49,713,303 of which $34,704,193, or 69.81% were HAP.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS
As of year-end, we had $31,764,705 invested in a variety of capital assets as reflected in the following schedule, which represents a net increase (additions, deductions and depreciation) of $312,942 from the end of last year.

	2017	2016	Change Dollar	Change Percentage
Land	$ 3,274,984	$ 3,274,986	$ (2)	0.00%
Construction in Progress	4,020,418	3,557,786	462,632	13.00%
Buildings and Improvements	78,452,341	76,575,476	1,876,865	2.45%
Furniture and Equipment	2,086,015	1,807,081	278,934	15.44%
Total Capital Assets	87,833,758	85,215,329	2,618,429	3.07%
Accumulated Depreciation	(56,069,053)	(53,763,566)	(2,305,487)	4.29%
Net Capital Assets	$ 31,764,705	$ 31,451,763	$ 312,942	0.99%

The change in Capital Assets is presented in detail in the Notes to the Financial Statements.

DEBT OUTSTANDING
At September 30, 2017, we had $3,176,726 debt outstanding (excluding internal loans which have been eliminated in the basic financial statements), a net decrease of $185,510 from the prior fiscal year ending September 30, 2016 of $3,362,236.

The change in Debt is presented in detail in the Notes to the Financial Statements.

CONTRIBUTING FACTORS TO CHANGE IN NET POSITION:

Net position for the year ended September 30, 2017, increased $1,418,209 compared to a decrease of $3,234,703 for the year ended September 30, 2016. Factors that impacted our net position included:

- Increase of $1,299,970 in deferred outflows in accrued pension liability (required GASB 68 reporting)
- Increase in cash and investments of $1,035,036 and an increase in accounts receivables of $373,597 based on the timing of funding payments for the programs and an increase in rent collections and HUD funding
- Use of reserves to cover operating expenses for non-subsidized properties
- An increase in accounts payables of $1,275,520 based on the timing of the fiscal year end check runs and payment to CalPERS to pay down pension liability.
- Increase in construction in progress, buildings and improvements, furniture and equipment of $2,618,429 offset by an increase of $2,305,487 in depreciation for a total increase in net assets of $312,942
- Total revenues increased $6,728,827 or 15.18% of which HCVP revenues and other operating grants and subsidies increased $5,437,638
- HAP expenses increased $4,465,026 or 14.77% resulting in total expenses increasing $4,211,598 or 9.26%

FINANCIAL CONTACT

The individual to be contacted regarding this report is Ms. Melinda Hazard, Director of Finance, Housing Authority of the County of San Joaquin, at (209) 460-5013. Specific requests may be submitted to the Housing Authority of the County of San Joaquin, Attn: Melinda Hazard at 448 S. Center Street, Stockton, CA 95203.

Financial Statements

Housing Authority of the County of San Joaquin

Statement of Net Position
September 30, 2017

ASSETS		
Current Asset		
Cash and cash equivalents	$	22,469,393
Investments		828,657
Accounts receivable (net)		898,909
Other current assets		558,733
Total Current Assets		24,755,692
Noncurrent Assets		
Capital assets (net)		31,764,705
Total Noncurrent Assets		31,764,705
TOTAL ASSETS		56,520,397
DEFERRED OUTFLOWS OF RESOURCES		2,664,332
LIABILITIES		
Current Liabilities		
Accounts payable		2,946,121
Accrued expenses		62,144
Unearned revenue		9,660
Deposits held in trust		855,484
Compensated absences - current		194,806
Debt - current		161,540
Total Current Liabilities		4,229,755
Noncurrent Liabilities		
Compensated absences - long-term		242,383
Debt - long-term		3,015,186
Net pension liability		9,102,218
Total Noncurrent Liabilities		12,359,787
TOTAL LIABILITIES		16,589,542
DEFERRED INFLOWS OF RESOURCES		1,426,047
NET POSITION		
Net investment in capital assets		27,660,847
Restricted		421,566
Unrestricted		13,086,727
TOTAL NET POSITION	$	41,169,140

See Notes to Financial Statements

Housing Authority of the County of San Joaquin

Statement of Revenues, Expenses, and Changes in Net Position
Year Ended September 30, 2017

Operating Revenues		
Dwelling rent (net)	$	4,199,416
Operating grants and subsidy		43,759,076
Other operating revenues		945,559
Total Operating Revenues		48,904,051
Operating Expenses		
Administration		5,931,258
Tenant services		132,311
Utilities		1,336,256
Ordinary maintenance & operations		3,740,155
Protective Services		169,052
Insurance		450,693
General		669,885
Housing assistance payments		34,704,193
Depreciation		2,437,751
Total Operating Expenses		49,571,554
OPERATING INCOME (LOSS)		(667,503)
Nonoperating Revenues (Expenses)		
Investment income		32,653
Gain (loss) on sale of capital assets		62,936
Interest expense		(141,749)
Total Nonoperating Revenues (Expenses)		(46,160)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS		(713,663)
Capital contributions		2,060,762
CHANGE IN NET POSITION		1,347,099
BEGINNING NET POSITION		39,750,931
Prior period corrections		71,110
ENDING NET POSITION	$	41,169,140

See Notes to Financial Statements

Housing Authority of the County of San Joaquin

Statement of Cash Flows
Year Ended September 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash receipts from tenants	$	4,845,127
Cash receipts from grants and other income		43,759,076
Cash payments to suppliers for goods and services		(36,643,384)
Cash payments for wages and benefits		(10,145,931)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		1,814,888
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition and construction of capital assets		(2,772,865)
Disposition of capital assets		85,108
Capital contributions		2,060,762
Debt additions		215,000
Debt reductions		(400,510)
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES		(812,505)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment income		32,653
Funds invested		(7,109)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		25,544
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		1,027,927
BEGINNING CASH AND CASH EQUIVALENTS		21,441,466
ENDING CASH AND CASH EQUIVALENTS	$	22,469,393

See Notes to Financial Statements

Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income (Loss)	$	(667,503)
Adjustments to reconcile operating loss to net cash used by operating activities:		
Depreciation expenses		2,437,751
Pension related expense		(492,152)
Changes in operating assets and liabilities		
Accounts receivable		(373,597)
Other current assets		(473,499)
Accounts payable and accrued expenses		1,292,505
Compensated absences		17,634
Deposits held in trust		76,495
Unearned revenue		(2,746)
Total adjustments		2,482,391
Net Cash Provided (Used) by Operating Activities	$	1,814,888
Interest paid	$	141,749

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Introduction

The financial statements of Housing Authority of the County of San Joaquin (Authority, we, us, our) have been prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). We have previously implemented GASB Statement 34, *Basic Financial Statements – and Management's Discussion and Analysis-for State and Local Governments.* Certain significant changes in the statements are as follows: The financial statements will include a Management's Discussion and Analysis (MD&A) section providing an analysis of our overall financial position and results of operations.

We are a special-purpose government engaged only in business-type activities and, therefore, presents only the financial statements required for enterprise funds, in accordance with GASB Statement 34, paragraph 138 and GASB 63. For these governments, basic financial statements and required supplemental information consist of:

- Management Discussion and Analysis (MD&A)
- Enterprise fund financial statements consisting of:
  - Statement of Net Position
  - Statement of Revenues, Expenses, & Changes in Net Position
  - Statement of Cash Flows
- Notes to Financial Statements
- Required supplemental information other than MD&A

Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administering low income housing programs in the United States. Accordingly, HUD has contracted with the Authority to administer certain HUD funds.

A. Reporting Entity

GASB Statement No. 14 established criteria for determining the governmental reporting entity. Under provisions of this statement, Housing Authority of the County of San Joaquin is considered a primary government, since it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state and local governments. As used in GASB 14, fiscally independent means that the Authority may, without the approval or consent of another governmental entity, determine or modify its own budget, control collection and disbursements of funds, maintain responsibility for funding deficits and operating deficiencies, and issue bonded debt.

We are a municipal corporation located in Stockton, California. We were established under Section 3420 of the California Health and Safety Code as a local agency within the Ralph M. Brown Act of 1937. Under that authority, we were incorporated March 9, 1942 to provide and promote safe and sanitary housing for low-income persons residing in San Joaquin County.

A seven-member Board of Commissioners governs the Authority. Commissioners are approved for either two or four-year terms by the County of San Joaquin Board of Supervisors.

INCLUDED WITH THE REPORTING ENTITY:

GASB Statement No. 61 establishes criteria for determining which, if any, component units should be considered part of the Housing Authority of the County of San Joaquin for financial reporting purposes. The basic criteria for including a potential component unit organization within our reporting entity includes whether:

- The organization is legally separate (can be sued in their own name)
- The Housing Authority holds the corporate powers of the organization
- The Housing Authority appoints a voting majority of the organization's board
- The Housing Authority can impose its will on the organization
- The organization has the potential to impose a financial burden/benefit on the Housing Authority
- There is a fiscal dependency by the organization on the Housing Authority

Based on the aforementioned criteria, and the control and relationship between us and certain related agencies, we have determined that the following entities are considered blended component units of the Housing Authority of the County of San Joaquin and are required to be blended within our financial statements:

Delta Community Developers Corporation (DCDC) – This is a legally separate entity that is a 501 (c) (3) not-for-profit corporation. The board of the corporation is nearly identical to the board of the Housing Authority. The purpose is to provide affordable housing for low-income persons. DCDC is on a December 31st year-end. DCDC has separately issued audited financial statements, a copy of the most recent report can be obtained from the Authority staff at our office.

Claremont Manor, LLC – This is a legally separate entity formed as a corporation which the Authority is the sole Member. The purpose is to own and operate a scattered-site multi-family project for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. Claremont Manor, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Sierra Vista 1, LLC – This is a legally separate entity formed as a corporation which the DCDC is the sole Member. The purpose is to own and operate a scattered-site multi-family project for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Sierra Vista 1, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Cottage Village, LLC – This is a legally separate entity formed as a corporation which the DCDC is the sole Member. The purpose is to own and operate a scattered-site multi-family project for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Cottage Village, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

DCDC Medici, LLC – This is a legally separate entity formed as a corporation which the DCDC is the sole Member. The purpose is to own and operate a scattered-site multi-family project for the benefit of elderly low-income persons who need affordable, decent, safe and sanitary housing and related services. DCDC Medici, LLC is on a December 31st year-end and there are no separately issued audited financial statements.

Based on the aforementioned criteria, we have determined that there are no entities that are considered discrete component units of the Authority and are required to be discretely presented apart from our financial statements.

The following is a description of our programs:

USDA Farm Labor Housing – We own and operate 31 units of Farm Worker Housing developed using Loan and Grant Funds from the USDA Rural Development.

Low Rent Public Housing- We own, operate and maintain 1,063 units of public housing. The properties were acquired through bonds and notes guaranteed by HUD and through grants subject to the terms of Annual Contributions Contract with HUD. Revenues consist primarily of rents and other fees collected from tenants and an Operating Subsidy from HUD.

Funds from the Capital Fund provided by HUD are used to maintain and improve this Public Housing portfolio. Substantially all additions to land, structures and equipment of Public Housing are accomplished through these modernization grant funds.

Housing Choice Vouchers Program- Section 8 of the Housing and Community Development Act of 1974 provides subsidies (Housing Assistance Payments) on behalf of lower income families to participating housing owners. Under this program, the landlord-tenant relationship is between a housing owner and a family, rather than the Authority and a family as in Public Housing programs. For existing housing, and in some cases for new construction and substantial rehabilitation, HUD contracts with the Authority to enter into contracts with owners to make assistance payments for the difference between the approved contract rent and the actual rent paid by lower income families. Housing Assistance Payments made to landlords and some participants are funded through Annual Contributions Contracts. At September 30, 2015, the Authority had 4,871 vouchers allocated through programs authorized by Section 8 and 185 units of Veteran Affairs Supportive Housing.

ROSS Program - Provides funds for a program coordinator for the family self-sufficiency program.

B. Basic Financial Statements/Funds

All activities of Housing Authority of the County of San Joaquin are reported in proprietary fund types. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is secured by our capital assets and by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

In the Statement of Net Position, equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of any notes or other borrowings attributable to those capital assets.
b. Restricted net position – Consists of assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
c. Unrestricted net position – All other assets that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted net positions are available for use, generally it is our policy to use restricted resources first.

C. Accrual Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

D. Budgetary Data

Enterprise fund service delivery levels are determined by the extent of consumer demand. Because enterprise fund revenues and expenses fluctuate with changing service delivery levels, generally accepted accounting principles do not require the financial statements to include budgetary comparisons and, accordingly, these comparisons have not been included.

Budgets are prepared for regulatory purposes in accordance with Housing Authority of the County of San Joaquin's contract with HUD. We prepare annual budgets for each program. Prior to the beginning of each budget year, our annual budget is approved by its governing body. Budgetary amendments require approval by the governing body. All budgetary appropriations lapse at the end of each year. Budgets for Capital Fund Programs are approved in our 5-year and annual plans.

E. Financial Statement Accounts & Other Matters

a. Cash and Cash Equivalents.

i. *Cash and Cash Equivalents.* We define cash to include certificates of deposit, money market funds, savings accounts, demand deposits, and other short-term securities with original maturities of three months or less; consequently, the cost, carrying value, and market value are equivalent.

ii. *Investments-LAIF*. Consists of deposits with the Local Agency Investment Fund. The Local Agency Investment Fund (LAIF), is a voluntary program created as an investment alternative for California's local governments and special Authorities. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff.

The LAIF is part of the Pooled Money Investment Account (PMIA). All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third-party custodian. All investments are purchased at market and a market valuation is conducted monthly.

b. Accounts Receivable. Accounts receivable consists of all amounts earned at year end and not yet received. Allowances for uncollectible accounts are based upon historical trends and periodic aging of accounts receivable.

Accounts for which no possibility of collection is anticipated are charged to bad debts expense which is netted against tenant revenues on the Statement of Revenues, Expenses, and Changes in Net Position. The amount of bad debt related to tenant receivables written off for the year ended September 30, 2017 was $133,446.

c. Restricted Cash. Restricted cash consists of cash and investments that are held in trust, reserves and escrows, as well as other cash and investments that are restricted for specific purposes.

d. Capital Assets. Capital assets are stated at historical cost. Donated capital assets are stated at their fair value on the date donated. This includes site acquisition and improvement, structures and equipment. Items with an expected life greater than one year and value more than $5,000 recorded as capital assets. Additionally, other assets below this threshold that the Authority chooses to track are capitalized.

Depreciation of exhaustible capital assets is charged as an expense against operations utilizing the straight-line method. Accumulated depreciation is reported on the Statement of Fund Net Position. The estimated useful lives for each major class of depreciable fixed assets are as follows:

Category	Useful Life (Years)
Buildings	40
Improvements	40
Furniture, fixtures, & equipment	3-5

e. *Deposits Held in Trust.* Deposits held in trust consist of $527,365 held with us in order for tenants to secure apartment leases, as well as $328,119 in FSS Escrow deposits on behalf of participants in the FSS Program.

f. *Compensated Absences.* Compensated absences are absences for which employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No.16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by employees.

g. *Accounts Payable - Other Gov't.* Due to other governments consists of amounts due local governments for payments in lieu of taxes (PILOT), if any.

h. *Unearned Revenue.* Unearned revenues consist of rental payments made by tenants in advance of their due date, and rental supplements to be paid to owners of private dwellings during the first month of the next fiscal year.

i. *Revenues.* All our revenues are accrued. These revenues consist of user charges for rents, utilities, repairs and other miscellaneous charges. Monies received from customers for security deposits are recorded as a liability upon receipt. Subsidies and grants, which finance current operations, are reported as operating revenues. Subsidies and grants, which finance capital operations, gain/loss on sale of fixed assets, and interest income/expense, are reported as non-operating revenues. Revenues for government-mandated and voluntary exchange transactions, are recorded when all applicable eligibility requirements, including time requirements, are met. Resources received before all eligibility requirements are met are reported as deferred inflows of resources.

j. *Expenditures.* Expenditures are recognized when the liability is incurred. Management has determined that inventory costs will be reported in the period when inventory items are purchased, rather than in the year used due to the trivial nature of these transactions.

k. *Depreciation.* Depreciation expense of $2,437,751 has been recognized during the year ended September 30, 2017.

l. *Income Taxes.* We are not subject to federal or state income taxes.

m. *Use of Estimates.* The preparation of financial statements in conformity with generally accepted accounting principles as applied to governmental units require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

n. *Subsequent Events.* We adopted the Subsequent Events topic of the GASB Accounting Standards, which requires disclosure of the date through which subsequent events have been evaluated. Management performed an evaluation of our' activity through June 13, 2018, the audit report date, and has concluded that there are no significant subsequent events requiring disclosure through the date these financial statements were issued.

o. *Deferred Inflows/Outflows of Resources.* In accordance with GASB 63, in addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources,* represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then.

Also, in addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources,* represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then.

p. *Interfund Eliminations.* All interfund receivables and payables between program and blended component units have been eliminated in the financial statements. As have any inter-program or company revenues and expenses.

q. *Leasing Activities.* We are the lessor of dwelling units to eligible residents. The rents under the leases are determined generally by the residents' income as adjusted for eligible deductions regulated by HUD, although the residents may opt for a flat rent. Leases may be cancelled at any time or renewed annually. We may cancel the leases only for a cause. Revenues associated with these leases are recorded in the accompanying financial statements and related schedules within dwelling rent revenue.

r. *Governance.* The following table lists the Board Members and their terms as of September 30, 2017:

Commissioner	Position	Term Ending
Dale Cose	Chairperson	05/26/2021
Rudolph (Rudy) Willey	Chairperson	08/27/2019
Martha Moore (Senior Tenant)	1st Vice-Chairperson	07/16/2018
Jon Mendelson	2nd Vice Chairperson	04/18/2018
Greg Arnaudo	Commissioner	04/18/2018
Patricia Barrett (Tenant Commissioner)	Commissioner	03/26/2020
Lester Patrick	Commissioner	03/28/2020

In addition to the above Commissioners, the Administrator of the Housing Authority is Peter W. Ragsdale, who serves on the Board as Secretary and is the Executive Director.

2. CASH AND INVESTMENTS

Cash and investments as of September 30, 2017 are classified in the accompanying financial statements as follows:

Unrestricted		
Petty cash		$ 575
Checking & money market accounts		19,527,086
Total Unrestricted		19,527,661
Restricted		
Tenant security deposits		526,115
FSS Escrow Deposits		328,120
Restricted for modernization		1,878,271
HCV HAP Restricted		209,226
Total Restricted		2,941,732
	Total Cash and Cash Equivalents	$ 22,469,393
Investments		
Local Agency Investment Fund		$ 828,657
	Total Investments	$ 828,657

In accordance with GASB Statement No. 40, our exposure to deposit and investment risk is disclosed as follows:

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Our policy is to manage this exposure to declines in fair values by limiting the weighted average maturity of its investments portfolio. As of September 30, 2017, our risk of changes in interest rates is minimal since the investments primarily consist of state sponsored investment pool funds which have stated interest rates.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is our policy to follow the HUD regulations by only having direct investments and investments through mutual funds to direct obligations, guaranteed obligations, or obligations of the agencies of the Unites States of America. As of September 30, 2017, we mitigated exposure to credit risk by only investing in fully insured state investment pool funds.

Custodial Credit Risk. Custodial credit risk is the risk that in the event of a bank failure, our deposits may not be returned. Our policy for custodial credit risk requires collateral to be held in our name by its agent or by the bank's trust department. As of September 30, 2017, none of our total bank balances were exposed to custodial credit risk.

Investment Policy

The Investment Policy of the Authority, HUD and the California Government Code do not address legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure such deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Fair Value Estimates

The FASB ASC Subtopic 820-10 *Fair Value Measurements,* (formerly SFAS No. 157), defines fair value as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. SFAS No. 157 established a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of inputs used to measure fair value are as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.

- Level 2 - Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or inputs that are observable or can be corroborated by observable market data.

- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The estimated fair value of our financial instruments has been determined by management using available market information. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. Accordingly, the fair values are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions may have a material effect on the estimated fair value amounts.

The carrying amounts of cash and cash equivalents, receivables, payables and accrued liabilities are a reasonable estimate of their fair value, due to their short-term nature and method of computation.

All financial assets that are measured at fair value on a recurring basis (at least annually) have been segregated into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date.

3. ACCOUNTS RECEIVABLE

The following schedule presents the breakdown of our accounts receivable as of September 30, 2017:

Tenant receivables	$	68,102
Allowance for doubtful accounts		(29,884)
Tenant receivables (net)		38,218
Section 8 Fraud Recovery & Security Deposit Loans		456,990
Allowance for doubtful accounts		(451,717)
Section 8 Fraud Recovery & Security Deposit Loans (net)		5,273
HUD receivables		590,359
Other receivables		265,059
Accounts receivable (net)	$	898,909

4. OTHER CURRENT ASSETS

Other current assets were comprised of the following as of September 30, 2017:

Prepaid Insurance	$	388,667
Deposits		5,450
Other prepaid expenses		164,616
Total Other Current Assets	$	558,733

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5. CAPITAL ASSETS

A summary of the land, structures and equipment for the year ended December 31, 2017 is as follows:

	2016	Additions	Deletions	Transfers/ Adjustments	2017
Non-Depreciable					
Land	$ 3,274,986	$ -	$ -	$ (2)	$ 3,274,984
Construction in progress	3,557,786	2,060,760	-	(1,598,128)	4,020,418
Subtotal	6,832,772	2,060,760	-	(1,598,130)	7,295,402
Depreciable					
Buildings & improvements	76,575,476	318,190	(20,229)	1,578,904	78,452,341
Furniture & equipment	1,807,081	393,915	(131,540)	16,559	2,086,015
Subtotal	78,382,557	712,105	(151,769)	1,595,463	80,538,356
Total Capital Assets	85,215,329	2,772,865	(151,769)	(2,667)	87,833,758
Accumulated Depreciation	(53,763,566)	(2,437,751)	132,266	(2)	(56,069,053)
Capital Assets (net)	$ 31,451,763	$ 335,114	$ (19,503)	$ (2,669)	$ 31,764,705

All land and buildings are encumbered by a Declaration of Trust in favor of the United States of America as security for obligations guaranteed by the federal government and to protect other interests of the federal government.

6. ACCRUED EXPENSES

The following schedule presents the breakdown of our accrued expenses as of September 30, 2017:

Wages and related	$ 25,106
Utilities	33,225
Interest payable	3,813
Total Accrued Expenses	$ 62,144

7. LONG-TERM LIABILITIES

A summary of activity for long-term liabilities (excluding the net pension liability) for the year ended December 31, 2017 is as follows:

	2016	Additions	Reductions	2017	Due Within One Year
Compensated Absences	$ 419,555	$ 212,440	$ (194,806)	$ 437,189	$ 194,806
Debt	3,362,236	215,000	(400,510)	3,176,726	161,540
	$ 3,781,791	$ 427,440	$ (595,316)	$ 3,613,915	$ 356,346

The following represents the future maturities of debt:

		Principal	Interest	Total
For the year(s) ended September 30,				
2018		$ 161,540	$ 124,303	$ 285,843
2019		1,631,837	117,938	1,749,775
2020		64,079	70,753	134,832
2021		198,600	41,797	240,397
2022		56,247	39,653	95,900
2023	2027	433,936	141,725	575,661
2028	2032	174,492	95,790	270,282
2033	2037	197,809	33,843	231,652
2038	2042	196,496	13,818	210,314
2043	2047	61,690	1,022	62,712
		$ 3,176,726	$ 680,641	$ 3,857,367

Please see Statement of Long-Term Debt in supplemental information section for detailed information on the composition of Debt.

8. OTHER POST EMPLOYMENT BENEFITS

Plan Description. We offer postemployment benefits other than the pension benefits described above. Employees who retire with a CalPERS pension are eligible for postretirement medical benefits. Retirees can elect any medical plan offered to the Housing Authority by CalPERS, including spouse or family coverage.

The following excerpt is from the Actuarial Study of Retiree Health Liabilities prepared for the Authority by Total Compensation Systems, Inc. as of March 31, 2017:

"We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning April 1, 2017 to be $301,060 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning April 1, 2017 (the normal cost) is $95,440. This normal cost would increase each year based on covered payroll. Had HACSJ begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be $5,148,907. This amount is called the "actuarial accrued liability" (AAL). The remaining unamortized balance of the initial unfunded AAL (UAAL) is $4,967,978. This leaves a "residual" AAL of $180,929.

We calculated the annual cost to amortize the residual unfunded actuarial accrued liability using a 4.5% discount rate. We used an open 24-year amortization period. The current year cost to amortize the residual unfunded actuarial accrued liability is $9,247.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of $365,583. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of September 2017. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees."

Annual OPEB Cost and Net OPEB Obligation. The annual OPEB cost (AOC) equals the ARC, except when the Authority has a net OPEB liability (NOL) at the beginning of the year. In that case, the AOC will equal the ARC plus an amortization of the NOL

Actuarial Methods and Assumptions. The actuarial cost method used for this valuation is the Entry Age Normal (EAN) cost method. Under the EAN cost method, the Normal Cost for each participant is determined as a level percent of payroll throughout the participant's working lifetime.

9. PENSION PLAN

Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions, an amendment of GASB Statement No. 27 (GASB 68), requires public employers to comply with new accounting and financial reporting standards. GASB 68 outlines a different approach to the recognition and calculation of pension obligations. Under GASB 68, employers that participate in a defined benefit pension plan administered as a trust or equivalent arrangement are required to record their portion of the net pension liability, pension expense, and deferred outflows/deferred inflows of resources related to pensions in their financial statements as part of their financial position.

Net pension liability is the plan's total pension liability based on the entry age normal actuarial cost method less the plan's fiduciary net position. This may be a net pension asset when the Plan's fiduciary net position exceeds its total pension liability.

Pension expense is the change in net pension liability from the previous reporting period to the current reporting period less adjustments. This may be a negative expense (pension income), which should be reported as a credit in pension expense.

Deferred outflows of resources and deferred inflows of resources related to pensions are certain changes in total pension liability and fiduciary net position that are to be recognized in future pension expense.

Summary of Significant Accounting Policies of the Plan

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date: June 30, 2016
Measurement Date: June 30, 2017
Measurement Period: July 1, 2016 to June 30, 2017

General Information about the Pension Plans

Plan description, benefits provided and employees covered. The Plan is an agent multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the Plan's June 30, 2016 Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

Actuarial Methods and Assumptions Used to Determine Total Pension Liability. The June 30, 2016 valuation was rolled forward to determine the June 30, 2017 total pension liability, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.75%
Salary increases	Varies by Entry Age and Service
Mortality Rate Table*	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefits Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter

* The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table, please refer to the 2014 experience study report.

All other actuarial assumptions used in the June 30, 2015 valuation was based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study report may be accessed on the CalPERS website at www.calpers.ca.gov under Forms and Publications.

Change of Assumptions. In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent.

Discount rate. The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff considered both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Considering historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the Board effective on July 1, 2014.

Asset Class	Current Target Allocation	Real Return Years 1-10[1]	Real Return Years 11+[2]
Global Equity	47.00%	4.90%	5.38%
Global Fixed Income	19.00%	0.80%	2.20%
Inflation Sensitive	6.00%	0.60%	1.39%
Private Equity	12.00%	6.60%	6.63%
Real Estate	11.00%	2.80%	5.21%
Infrastructure and Forestland	3.00%	3.90%	5.36%
Liquidity	2.00%	-0.40%	-0.90%

[1]An expected inflation of 2.5% used for this period

[2]An expected inflation of 3.0 used for this period

Subsequent Events Related to Pension. There were no subsequent events that would materially affect the results presented in this disclosure.

Amortization of Deferred Outflows and Deferred Inflows of Resources. Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net Difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Allocation of Net Pension Liability and Pension Expense to Individual Plans. Pools where contribution rates within the pool are based on separate relationships, the proportional allocation should reflect those relationships. The allocation method utilized by CalPERS determines the employer's share by reflecting these relationships through the plans they sponsor within the risk pool. Plan liability and asset-related information are used where available, and proportional allocations of individual plan amounts as of the valuation date are used where not available.

Please refer to the CalPERS Public Agency Cost-Sharing Allocation Methodology Report that can be obtained at CalPERS' website under the GASB 68 section, and see Appendix D of this report for the calculation of the plan's proportionate share of total pension liability.

The plans' proportionate share of risk pool pension expense is developed as the sum of the related proportionate shares of the components of the aggregate pension expense.

At 6/30/2017, proportionate shares of net pension liability (asset) by plan(s):

	Proportionate Share of Net Pension Liability
Miscellaneous	$ 9,102,218
Total	$ 9,102,218

We had a Pension Credit of $181,056 as of September 30, 2017.

Sensitivity of the Proportionate Share of the Net Pension Liability/(Asset) to Changes in the Discount Rate:

	Discount Rate -1% 6.15%	Current Discount Rate 7.15%	Discount Rate +1% 8.15%
Employer's Net Pension Liability/(Asset) - Miscellaneous	$ 14,841,542	$ 9,102,218	$ 4,348,807
Employer's Net Pension Liability/(Asset) - Total	$ 14,841,542	$ 9,102,218	$ 4,348,807

6/30/2017 reported deferred outflows of resources and deferred inflows of resources related to pensions:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	$ 1,741,149	$ 132,764
Differences between Expected and Actual Experience	14,033	201,047
Differences between Projected and Actual Investment Earnings	393,776	-
Differences between Employer's Contributions and Proportionate Share of Contributions	175,855	137,269
Change in Employer's Proportion	-	954,967
Pension Contributions Made Subsequent to Measurement Date	339,519	-
	$ 2,664,332	$ 1,426,047

Other deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the pension expenses as follows:

Fiscal Year Ending June 30:	Miscellaneous	Total
2018	$ (191,065)	$ (191,065)
2019	805,044	805,044
2020	518,580	518,580
2021	(233,793)	(233,793)
2022	-	-
Thereafter	-	-
	$ 898,766	$ 898,766

Payable to the Pension Plan. At September 30, 2017, we reported a payable of $0 for the outstanding amount of contributions to the pension plan required.

10. RISK MANAGEMENT

We are exposed to various risk of losses related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. At September 30, 2017, there were no liabilities to be reported.

11. CONTINGENT LIABILITIES

We have received funds from Federal grant programs. It is possible that at some future date, it may be determined that we were not in compliance with applicable grant requirements. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined now, although we do not expect such disallowed amounts, if any, to materially affect the financial statements.

12. RELATED PARTY TRANSACTIONS

We were engaged in the following related party transactions:

Delta Community Developers Corp – DCDC held a 4.00% mortgage note payable to the Authority amortized over and due in 5 years with variable monthly installments for interest only. Principal payments are payable only out of available cash flows and the loan matures on December 31, 2020. During the year ended September 30, 2017, the Authority forgave the amount of the mortgage in its entirety, resulting in a debt forgiveness loss of $356,834. This amount has been eliminated in the basic financial statements for consolidation purposes.

13. PRIOR PERIOD ADJUSTMENTS

We previously reported blended component units as of September 30 fiscal year end, however these component units operate on a Calendar year (December 31). We had to post adjustments to equity to correct the reporting periods to the proper Calendar year. These corrections resulted in the following:

Ending net position as previously reported at September 30, 2016	$ 39,750,931
Prior period adjustment - correction of an error:	
Reporting period correction	71,110
Total prior period adjustments	71,110
Net position restated as of September 30, 2016	$ 39,822,041

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14. COMBINING STATEMENTS

Condensed Combining Statement of Net Position
September 30, 2017

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
ASSETS					
Current Asset					
Cash and cash equivalents	$ 21,218,153	$ 1,251,240	$ 22,469,393	$ -	$ 22,469,393
Investments	828,657	-	828,657	-	828,657
Accounts receivable (net)	880,060	18,849	898,909	-	898,909
Other current assets	555,317	3,416	558,733	-	558,733
Interfunds receivable	361,130	1,616	362,746	(362,746)	-
Total Current Assets	23,843,317	1,275,121	25,118,438	(362,746)	24,755,692
Noncurrent Assets					
Capital assets (net)	30,323,270	1,441,435	31,764,705	-	31,764,705
Total Noncurrent Assets	30,323,270	1,441,435	31,764,705	-	31,764,705
TOTAL ASSETS	54,166,587	2,716,556	56,883,143	(362,746)	56,520,397
DEFERRED OUTFLOWS OF RESOURCES	$ 2,664,332	$ -	$ 2,664,332	$ -	$ 2,664,332

14. COMBINING STATEMENTS (CONTINUED)

Condensed Combining Statement of Net Position
September 30, 2017

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
LIABILITIES					
Current Liabilities					
Accounts payable	2,885,353	60,768	2,946,121	-	2,946,121
Accrued expenses	62,144	-	62,144	-	62,144
Unearned revenue	9,660	-	9,660	-	9,660
Deposits held in trust	853,426	2,058	855,484	-	855,484
Compensated absences - current	194,806	-	194,806	-	194,806
Debt - current	60,851	100,689	161,540	-	161,540
Interfunds payable	357,474	5,272	362,746	(362,746)	-
Total Current Liabilities	4,423,714	168,787	4,592,501	(362,746)	4,229,755
Noncurrent Liabilities					
Compensated absences - long-term	242,383	-	242,383	-	242,383
Debt - long-term	1,449,846	1,565,340	3,015,186	-	3,015,186
Net pension liability	9,102,218	-	9,102,218	-	9,102,218
Total Noncurrent Liabilities	10,794,447	1,565,340	12,359,787	-	12,359,787
TOTAL LIABILITIES	15,218,161	1,734,127	16,952,288	(362,746)	16,589,542
DEFERRED INFLOWS OF RESOURCES	1,426,047	-	1,426,047	-	1,426,047
NET POSITION					
Net investment in capital assets	30,460,451	(1,872,472)	28,587,979	-	28,587,979
Restricted	594,050	-	594,050	-	594,050
Unrestricted	9,132,210	2,854,901	11,987,111	-	11,987,111
TOTAL NET POSITION	$ 40,186,711	$ 982,429	$ 41,169,140	$ -	$ 41,169,140

14. COMBINING STATEMENTS (CONTINUED)

Condensed Combining Statement of Revenues, Expenses, and Changes in Net Position
Year Ended September 30, 2017

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
Operating Revenues					
Dwelling rent (net)	$ 3,713,940	$ 485,476	$ 4,199,416	$ -	$ 4,199,416
Operating grants and subsidy	43,759,076	-	43,759,076	-	43,759,076
Other operating revenues	2,810,561	696,109	3,506,670	(2,561,111)	945,559
Total Operating Revenues	50,283,577	1,181,585	51,465,162	(2,561,111)	48,904,051
Operating Expenses					
Administration	8,399,550	92,819	8,492,369	(2,561,111)	5,931,258
Tenant services	101,610	30,701	132,311	-	132,311
Utilities	1,271,025	65,231	1,336,256	-	1,336,256
Ordinary maintenance & operations	3,524,818	215,337	3,740,155	-	3,740,155
Protective Services	168,780	272	169,052	-	169,052
Insurance	437,230	13,463	450,693	-	450,693
General expenses	669,286	599	669,885	-	669,885
Housing assistance payments	34,704,193	-	34,704,193	-	34,704,193
Depreciation	2,323,625	114,126	2,437,751	-	2,437,751
Total Operating Expenses	51,600,117	532,548	52,132,665	(2,561,111)	49,571,554
OPERTING INCOME (LOSS)	(1,316,540)	649,037	(667,503)	-	(667,503)

14. COMBINING STATEMENTS (CONTINUED)

Condensed Combining Statement of Revenues, Expenses, and Changes in Net Position
Year Ended September 30, 2017

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
Non-operating Revenues (Expenses)					
Interest income	32,653	-	32,653	-	32,653
Gain (loss) on sale of capital assets	62,936	-	62,936	-	62,936
Interest expense	(48,081)	(93,668)	(141,749)	-	(141,749)
Total Non-operating Revenues (Expenses)	47,508	(93,668)	(46,160)	-	(46,160)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(1,269,032)	555,369	(713,663)	-	(713,663)
Capital contributions	2,060,762	-	2,060,762	-	2,060,762
Other Financing Sources (Uses)					
Transfers	(2,229,174)	2,229,174	-	-	-
Total Other Financing Sources (Uses)	(2,229,174)	2,229,174	-	-	-
CHANGE IN NET POSITION	(1,437,444)	2,784,543	1,347,099	-	1,347,099
BEGINNING NET POSITION	41,624,155	(1,873,224)	39,750,931	-	39,750,931
Prior period corrections	-	71,110	71,110	-	71,110
ENDING NET POSITION	$ 40,186,711	$ 982,429	$ 41,169,140	$ -	$ 41,169,140

14. COMBINING STATEMENTS (CONTINUED)

Condensed Combining Statement of Cash Flows
Year Ended September 30, 2017

	Housing Authority of the County of San Joaquin	Blended Component Units	Total Before Eliminations	Eliminations	Primary Gov't Total
Net cash provided (used) by:					
Operating Activities	$ 603,938	$ 1,210,950	$ 1,814,888	$ -	$ 1,814,888
Capital and Related Financing Activities	(626,995)	-	(626,995)	-	(626,995)
Investing Activities	(159,966)	-	(159,966)	-	(159,966)
Net increase (decrease)	(183,023)	1,210,950	1,027,927	-	1,027,927
Beginning Cash and Cash Equivalents	22,222,724	40,290	22,263,014	-	22,263,014
Ending Cash and Cash Equivalents	$ 22,039,701	$ 1,251,240	$ 23,290,941	$ -	$ 23,290,941

REQUIRED SUPPLEMENTAL INFORMATION

SCHEDULE OF THE PENSION PLAN'S PORPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) AND RELATED RATIOS *

Plan Measurement Date under GASB 68 as of June 30	Proportion of Pension Liability	Proportionate share of Net Pension Liability	Covered Employee Payroll**	Proportionate share of the Net Pension Liability as a percentage of covered-employee payroll	Plan Fiduciary Net Position as a percentage of the Total Pension Liability***
2015	0.28019%	$ 6,794,182	$ 5,086,451	133.57%	121.62%
2016	0.26825%	$ 8,327,917	$ 4,991,353	166.85%	127.49%
2017	0.26052%	$ 9,102,218	$ 4,565,364	199.38%	127.90%

*This is a 10-year schedule; however, the information in this schedule is not required ot be presented retroactively. Years will be added to this schedule in the future fiscal years until 10 years of information is available.

**Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of the retirement benefits are included.

*** The Plan Fiduciary Net Position as a percentage of the Total Pension Liability is the same for all General employers because neither the Plan Fiduciary Net Position nor the Total Pension Liability have been maintained separately for each of those employers. The same is also the case for all Safety employers.

Housing Authority of the County of San Joaquin

Schedule of the Pension Plan's Contributions
Year Ended September 30, 2017

Plan Measurement Date under GASB 68 as of June 30	Actuarially determined contribution [A]	Contributions in relation to actuarially determined contribution [B]	Contribution deficiency (excess) [C]=[A]-[B]	Covered-employee payroll	Contribution as a percentage covered-employees payroll
2015	$ 759,844	$ 759,844	$ -	$ 5,086,451	14.94%
2016	$ 979,202	$ 979,202	$ -	$ 4,991,353	19.62%
2017	$ 1,473,038	$ 1,473,038	$ -	$ 4,565,364	32.27%

Notes to Required Supplementary Information Schedules:

Change in Benefits: There were no changes to benefit terms that applied to all members of the Public Agency Pool.

Change in Assumptions: In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent.

SUPPLEMENTAL INFORMATION

1. The Actual Costs of the Authority was as follows:

Grant	Funds Approved	Funds Disbursed	Funds Expended	Balance
CA30P024501-15	$ 1,883,451	$ 1,883,451	$ 1,883,451	$ -
CA30P024501-16	$ 1,955,406	$ 1,399,901	$ 1,399,901	$ 555,505
CA30P024501-17	$ 2,089,164	$ -	$ -	$ 2,089,164
CA024FSH074A14	$ 206,860	$ 206,860	$ 206,860	$ -
CA024FSH074A15	$ 164,000	$ 164,000	$ 164,000	$ -
CA024RPS044A010	$ 412,470	$ 412,470	$ 412,470	$ -
CA024FSHO55A016	$ 191,337	$ 90,312	$ 90,312	$ 101,025

2. The distribution of costs as shown on the Financial Statement of Costs accompanying the Actual Cost Certificate submitted to HUD for approval, is in agreement with the Authority's records.

3. For the above completed grants, all costs have been paid and all related liabilities have been discharged through payment.

Housing Authority of the County of San Joaquin

Statement of Long-Term Debt
Year Ended September 30, 2017

Lendor	Security	Monthly Payment	Interest Rate	Year End Balance	Current Portion
USDA	Santini Manor	$ 1,980	1.00%	$ 499,889	$ 18,824
Bank of Agriculture and Commerce	Claremont Manor, LLC	9,364	4.50%	1,319,407	54,101
Bank of Agriculture and Commerce	Claremont Manor, LLC	5,118	4.50%	350,648	46,588
Farmer & Merchants	Admin. Building	2,361	3.99%	336,793	15,147
County of San Joaquin	Mourfield	812	1.00%	70,398	9,084
Farmer & Merchants	Park Street	1,327	3.50%	174,666	9,948
Bank of Stockton	Washington Street	1,109	4.15%	211,128	4,618
Farmer & Merchants	Central Ave Lodi	1,198	5.25%	213,797	3,230
				$3,176,726	$ 161,540

Housing Authority of the County of San Joaquin

Statement of Expenditures of Federal Awards
Year Ended September 30, 2017

GRANTOR	CFDA NUMBER	EXPENDITURES
U.S. Department of Housing and Urban Development:		
Direct Funding		
Public and Indian Housing	14.850	$ 4,712,614
Resident Opportunity and Supportive Services	14.870	318,975
Section 8 Housing Choice Vouchers	14.871	38,429,340
Public Housing Capital Fund	14.872	2,328,765
Total Department of Housing and Urban Development		45,789,694
U.S. Department of Housing and Urban Development:		
Direct Funding		
Farm Labor Housing Grants		30,144
Farm Labor Housing Loans		502,357
Total Farm Labor Housing Loans and Grants	10.405	532,501
Total Department of Agriculture		532,501
TOTAL EXPENDITURES OF FEDERAL AWARDS		$ 46,322,195

(1) Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal awards activity of the Authority under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Admirative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of our operations, it is not intended to and does not present our financial position, changes in net positions, or cash flows.

Summary of Significant Accounting Policies
The expenditures on the Schedule are reported on an accrual basis of accounting, such expenditures are recognized following the cost principles contained in the Uniform Guidance and/or OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited for reimbursement.

(2) Federal Loan Balances

We participate in housing programs where funds have been provided by Federal agencies as loans. Outstanding balances for these loans were as follows:

CFDA No. 10.405 - Farm Labor Housing Loans

Beginning Balance	$	520,953
Advances		-
Payments		(18,596)
Ending Balance	$	502,357

(3) Indirect Cost Rate

We have elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NONFINANCIAL INFORMATION

SM&Co
Smith Marion & Company, LLP · Certified Public Accountants
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Board of Commissioners
Housing Authority of the County of San Joaquin
Stockton, CA

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT

We have audited, in accordance with the auditing standards 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, the financial statements of the business-type activities of the Housing Authority of the County of San Joaquin, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Housing Authority of the County of San Joaquin's basic financial statements, and have issued our report thereon dated June 13, 2018.

Internal Control Over Financial Reporting
In planning and performing our audit, we considered Housing Authority of the County of San Joaquin's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control. Accordingly, we do not express an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Housing Authority of the County of San Joaquin's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Smith Marion & Co

June 13, 2018

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Redlands Office · 1940 Orange Tree Lane, Suite 100 · Redlands, CA 92374 · (909) 307-2323

Board of Commissioners
Housing Authority of the County of San Joaquin
Stockton, CA

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

Report on Compliance for Each Major Federal Program
We have audited Housing Authority of the County of San Joaquin's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Housing Authority of the County of San Joaquin's major federal programs for the year ended September 30, 2017. Housing Authority of the County of San Joaquin's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for each of Housing Authority of the County of San Joaquin's major federal programs based on our audit of the type of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States: and OMB Uniform Guidance, *Audits of States, Local Governments, and Non-profit Organizations.* Those standards and OMB Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Housing Authority of the County of San Joaquin's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Housing Authority of the County of San Joaquin's compliance.

Opinion on Each Major Federal Program
In our opinion, Housing Authority of the County of San Joaquin complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

Management of Housing Authority of the County of San Joaquin is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Housing Authority of the County of San Joaquin's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Housing Authority of the County of San Joaquin's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal controls over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Smith Marinucci

June 13, 2018

SECTION I - Summary of Auditors' Results

Financial Statements

1. Type of Auditor Report on the financial statements: Unmodified.

2. Internal control over financial reporting:
   a. Material weakness identified _____ yes __X__ no
   b. Significant deficiency identified that is not considered to be material weaknesses? _____ yes __X__ none reported

3. Noncompliance material to financial statements? _____ yes __X__ no

Federal Awards

4. Internal control over major programs:
   a. Material weakness identified _____ yes __X__ no
   b. Significant deficiency identified that is not considered to be material weaknesses? _____ yes __X__ none reported

5. Type of auditors' report on compliance for major programs: Unmodified.

6. Audit findings noted which are required to be Reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

7. Identification of Major Programs:

CFDA Number	Name of Federal Program
14.871	Section 8 Housing Choice Voucher Program

8. The Dollar Threshold Used to Distinguish Between Type A and Type B Programs: $1,390,224

9. Auditee qualified as a low-risk auditee? _____ yes __X__ no

SECTION II – Financial Statement Findings

There are no auditor findings required to be reported in accordance with GAGAS.

SECTION III – Federal Award Findings and Questioned Costs

There are no auditor findings required to be reported in accordance with 2 CFR 200.516(a).

Finding 2016-001
Significant Deficiency

Criteria
In accordance with *OMB Uniform Guidance 2 CFR 200.512 – Report Submission*, for non-federal agencies expending over $750,000 of federal awards, the audit must be completed and the data collection form (SF-SAC) and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Condition
During the 2016 audit, we noted that the SF-SAC for the years 2012 – 2015 had not been filed with the Federal Audit Clearinghouse.

Status
Cleared.

D. Experience

- Provide evidence of past project experience, particularly with developing residential/commercial projects. For not less than three (3) projects include: a brief narrative description of the **project, the Applicant's role, the cost of the project, amounts** and sources of funds used to finance the project, the date the project was completed, audited financials for the three most recent years of each projects operations, and indicate if the project was completed on time and within budget.
- For each of the projects identified above for past project experience, provide a reference with the applicable city or redevelopment agency/redevelopment successor agency including name, email address, and phone number.

HACSJ, created by state statute in 1942, is one of many public housing authorities nationally supplying wartime housing and later developing and administering federal public housing and similar federal and state affordable housing projects. In 1952, HACSJ offered housing for low income wage earners in the first of many public housing developments: 400 units at Sierra Vista Homes, Stockton, and 60 units at Tracy Homes, Tracy. It is these oldest 60 apartments that HACSJ is now seeking to redevelop.

In November 2015, HACSJ's Board of Commissioners hired a new Executive Director and with that decision came a revitalized focus of the Authority's mission. HACSJ has begun the process of repositioning its portfolio from outdated and obsolete public housing to new modern and energy efficient housing. The new housing units will not only improve the quality of life for our current and future residents but improve the neighborhoods and increase property values. HACSJ currently has six projects in various stages of development from design to occupancy. HACSJ remains, seventy-seven years later, committed to this community and the needs of low-income residents and their upward mobility as quality affordable housing is a platform for success.

HACSJ has prepared and attached a table describing the projects HACSJ has or are contained in a robust development pipeline providing the project name, location, number of units, year funded, year completed, total project cost, sources of funding, status of project and references where applicable. The financials for the in-place projects are included in HACSJ's audited financials.

HACSJ intends to redevelop its Tracy properties in phases to raise the necessary competitive capital in public/private partnerships. Tracy Apartments Phase I is the first redevelopment project described herein. A Phase II project will develop HACSJ's properties on 11th Street and Tracy Boulevard focusing on mixed income, mixed use, transit adjacent multi-family housing. Our Phase III project will address workforce and senior housing. Phase IV will concentrate on HACSJ's scattered sites by constructing homeownership opportunities for Tracy residents. A rendering of Phase I and Phase II project is included for conceptual purposes.

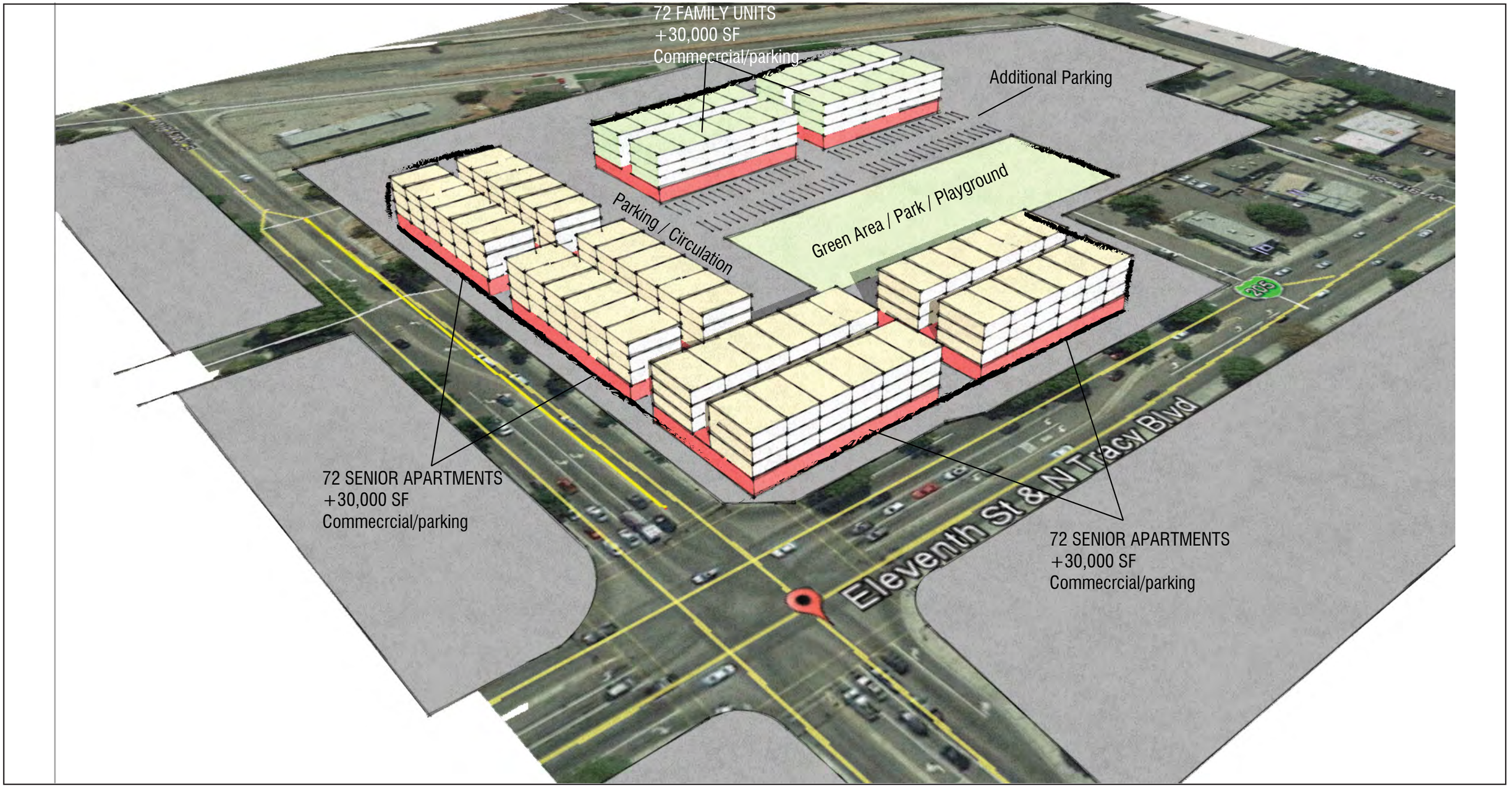
2

Eleventh St & N Tracy Blvd Tracy

PROPOSED MIXED USE - CONCEPT IMAGE

1

Eleventh St & N Tracy Blvd Tracy



PROPOSED MIXED USE

COMMERCIAL/PARKING
~90,000 sf

SENIOR APARTMENTS
~144,000 sf

FAMILY APARTMENTS
~72,000 sf

SENIOR APARTMENTS
72 UNITS
3 STORY OVER
PODIUM
PHASE II
PARKING
1:.75
MIXED USE RETAIL
FAMILY APARTMENTS
PHASE III
72 UNITS 3 STORY
PARKING 1:1
PARKING AND GREEN
SPACE
SENIOR APARTMENTS
PHASE I
MIXED USE RETAIL
72 UNITS THREE STORY
OVER PODIUM
PARKING 1:1
S Tracy Blvd
205
© 2018 Google
Google Earth

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
PROJECTS COMPLETED, UNDER DEVELOPMENT, AND PROPERTIES HELD

Project Name	Location	# of Units	Year Funded	Year Complete	Total Project Cost	Sources of Financing	Status	Reference
Sierra Vista Phase 1	Stockton	115	2017	2019	$ 37,304,743	LIHTC, Public Housing Funds, Permanent Debt	Tenants occupying first phases June 2019	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Sierra Vista Phase 2	Stockton	100	2018	2020	$ 44,153,406	LIHTC, Public Housing Funds, City of Stockton HOME funds, Permanent Debt	Under construction	Janice Miller, Deputy Director, City of Stockton Economic Development Dept. (209) 937-8539 janice.miller@stocktonca.gov
Cottage Village	Manteca	48	2017	2019	$ 9,625,920	LIHTC, permanent debt, and City of Manteca and San Joaquin County HOME	Under construction	Christine Becerra, Management Analyst III, San Joaquin County (209) 468-3175 cbecerra@sjgov.org
Medici Artist Lofts	Stockton	34	2017	2019	$ 15,168,615	LIHTC, permanent debt, and City of Stockton funds	Beginning occupancy July 2019	Janice Miller, Deputy Director, City of Stockton Economic Development Dept. (209) 937-8539 janice.miller@stocktonca.gov
Crossway Residences	Stockton	37	2018	2020	$ 3,500,000	SJC Behavioral Health	Under construction	Cynthia Morishige, Deputy Director orf Adult/Older Adult, SJC Behavioral Health Services, (209) 468-8643 cmorishige@sjbhs.org
Housing First	Stockton	8	2018	2020	$ 3,250,000	SJC HEAP	Acquiring Land and preliminary plans	Adam Cheshire, Program Administrator for Homeless Initiatives, SJC, (209) 468-3399 acheshire@sjgov.org

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
PROJECTS COMPLETED, UNDER DEVELOPMENT, AND PROPERTIES HELD

Project Name	Location	# of Units	Year Funded	Year Complete	Total Project Cost	Sources of Financing	Status	Reference
Sierra Vista Homes	Stockton	330	1950	1952	$ 2,529,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Sierra Vista Annex	Stockton	64	1955	1957	$ 573,542	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Conway Phase 1	Stockton	236	1955	1958	$ 2,111,578	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Conway Phase 2	Stockton	200	1960	1962	$ 2,760,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Buthmann - Krafft*	Tracy	20	1972	1975	$ 550,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
PROJECTS COMPLETED, UNDER DEVELOPMENT, AND PROPERTIES HELD

Project Name	Location	# of Units	Year Funded	Year Complete	Total Project Cost	Sources of Financing	Status	Reference
Krafft*	Tracy	15	1972	1975	$ 425,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Tracy Homes	Tracy	60	1950	1952	$ 412,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Burton*	Tracy	40	1960	1963	$ 590,000	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Diablo	Tracy	60	1956	1958	$ 618,982	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Mokelumne Manor	Thornton	50	1955	1957	$ 452,837	HUD - Public Housing and Bonds	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Sartini Manor	Thornton	31	1976	1978	$ 1,393,200	USDA - Rural Development	Completed	Zaldy Macam, MFH Area Specialist, Rural Development, USDA, (530) 792-5813 zaldy.macam@usda.gov

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
PROJECTS COMPLETED, UNDER DEVELOPMENT, AND PROPERTIES HELD

Project Name	Location	# of Units	Year Funded	Year Complete	Total Project Cost	Sources of Financing	Status	Reference
Mountain View Pilot	Stockton	12	2014	2015	$ 3,600,000	HUD - Public Housing	Completed	Rebecca Rudianis, Portfolio Management Specialist, Office of Public Housing, HUD, (415) 489-6636 rebecca.z.rudzianis@hud.gov
Claremont Manor	Stockton	52			$ 2,295,000	Conventional Loan - Acquired 2003 Sold June 2019	Completed	
American Street	Stockton	4	2008	2012	$ 502,000	HACSJ funds	Completed	
Eighth Street	Stockton	1	1994	1994	$ 103,727	Acquired from City of Stockton	Completed	
Mourfield Apartments	Stockton	4		1994	$ 252,528	Acquired in 1995 Constructed with SJC HOME loan and CDBG funding awarded for rehabilitation work	Completed	Christine Becerra, Management Analyst III, San Joaquin County (209) 468-3175 cbecerra@sjgov.org
Washington Street	Lodi	6		2001	$ 355,000	Acquired and rehabilitated with conventional loan	Completed	

E. Description of Proposed Project Concept

- Provide a written description of the proposed Project, scale of development (stories, type of construction, size, use of proposed tenants of commercial component (if applicable), occupancy restrictions, number and size of units, number of parking spaces and types of amenities).
- Provide basic site information such as property address, APN square footage, existing uses, General Plan land use designation and zoning; indicate if the proposes Project is consistent with the existing zoning, or if rezoning is required.
- Describe the property location, neighborhood, transportation options, local services and amenities (full-service grocery store, neighborhood park, pharmacy, medical facility, schools, etc.) within close proximity to the site (including distance, e.g., ¼ mile, ½ mile).
- Provide a graphic depiction of proposed Project consisting of preliminary site plan and elevation. Overly detailed architectural renderings or glossy materials are discouraged.
- Describe how the project will be managed. Also, provide a list of **rental projects that are currently under the company's** management, if applicable. Include each proper**ty's location,** number of units and number of affordable units.

HACSJ proposes to redevelop in phases its public housing properties (195 low density or scattered site units) in Tracy, CA. The tentatively named "Tracy Apartments Phase I" will be on land currently owned and occupied by a portion of HACSJ's public housing properties. The Tracy Apartments Phase I is bordered by West 4th Street to the north, West Mount Diablo Avenue to the south, West Street to the east, and is east of Diablo Place (APN 235-420-16) within the City of Tracy. The attached conceptual plan is overlaid on a satellite map of the property documenting the property boundaries. Also included is a copy of the Assessor's Map for this APN.

Tracy Apartments Phase I will require the demolition of 60 obsolete residential units of public housing and replacing them with at least 80 units of new, energy efficient affordable housing. It is anticipated that these new residential units will be a mix of housing financed with tax credit equity, HOME funding, public housing funds, Housing Choice Project Based Vouchers and the City of Tracy's resources. Tracy Apartments Phase I will assist in meeting the housing needs of the City of Tracy beginning with varying bedroom sizes, leasing to persons and families of a range of income limits assisting the rent cost burden facing renters in the City of Tracy. This 80 plus unit project will provide 79 units to extremely low and low income families all below 60% area medium income (AMI). Currently, the project anticipates constructing 14 one-bedroom units, 20 two-bedroom units, 20 three-bedroom units and 19 four-bedroom units, with one three-bedroom manager's unit. Nearly half of the units are large family units that will address the overcrowding issues identified in the City of Tracy's Housing Element report. HACSJ's land is currently zoned Medium Density Residential (MDR) and although the Tract Project can be built within the density range currently established, the project contemplates an increase in density to 100 units in support of Transit Oriented Design (TOD). If the City agrees to rezoning, Tracy Apartments Phase I could sustain 100 units in 32 buildings, further increasing the number of affordable units that are within one-half mile of the City of Tracy's transit station.

HASCJ is committed to Tracy Apartments Phase I and has been developing its strategy. A conceptual site plan has been crated and procurement of a development partner is in process. HACSJ has secured some HOME funds through two funding cycles from the City of Tracy and a LIHTC application is expected to be submitted in 2020. An environmental assessment was completed in June 2019. And, although architectural plans specific to Tracy Apartments Phase I have not been completed, partly dependent upon a decision related to a density bonus and rezoning, HACSJ anticipates developing modern, energy efficient apartments using the similar designs as those used in HACSJ's other LIHTC family properties with City of Tracy design input, grant awards, investor financing, competitive LIHTC award and community input. For illustration and conceptual purposes, elevations from the Sierra Vista Homes redevelopment project are included in our RFP response. Based on those designs, residential units will generally range between 625 square feet (SF) for a 1 bedroom unit to 1,300 SF for a 4 bedroom unit. Tracy Apartments

Phase I also contemplates a 2 story design consisting of between 28 and 32 buildings depending on the ultimate unit count of the project.

Tracy Apartments Phase I will be built on 6.85 acres currently zoned Medium Density Residential (MDR). HACSJ plans to construct the property consistent with the City of Tracy's General Plan and current zoning. HACSJ will maximize the density by building 80 units on the property as the City of Tracy's maximum dwelling units per acre (du/ac) for MDR is 12 du/ac. The 60 units currently on the property are 8.76 du/ac. The development of 80 units of affordable housing on the property would increase the density to 11.67 du/ac. If the Project was approved for 100 units, the density would be 14.6 du/ac.

A 100 unit project will require a density bonus as outlined in the City's Housing Element. According to the Housing Element, the City grants density bonuses to developers who build housing developments of five or more units and construct within at least one of the following categories:

- Very Low income Units: Five percent of the total units are targeted for very low-income households; or
- Low Income Units: Ten percent of the total units are targeted for low-income households; or
- Moderate Income Units: Ten percent of the total units are targeted for moderate income households provided all units are offered for purchase; or
- Senior Units: A senior citizen housing development of 35 units or more.

To develop a 100 unit project on the existing site proposed for Tracy Apartments Phase I, HACSJ will apply for a 25 percent increase in the zoning density as all of the units in the Project will target very low income households at or below 60% of AMI.

According to the City's Housing Element, over 85 percent of the City's housing stock is comprised of single-family homes of which approximately 66 percent are owner occupied households. Tracy Apartments Phase I will not only increase the number of multi-family units available within the City, this project will provide more choices in the range of residential densities and products as it also addresses some of the City's significant need for affordable housing. The City of Tracy in its 2015-2023 Housing Element report, dated March 15, 2016, outlines the housing problems faced by the City as demonstrated in the statistics below:

- Of the 7,695 renters, 56% of total renters and 79% of large families required housing assistance
- 11,417 or 48% of households overpaid for housing
- 13% of renters lived in overcrowded housing units in the City

- 22% of the City of Tracy's 24,430 occupied housing units of which 80% are considered large family units were rental properties
- 6,770 persons or 8% of the City's total residents are living in poverty
- Nearly 22% of female-headed families with children had incomes below the poverty level
- The average rental rate for one- and two-bedroom units were approximately $1,500-$1,600 per month and single family rents were ranged from $1,800 - $2,400 and increasing.
- Extremely low income households cannot afford market-rate rental or ownership housing in Tracy
- Very low income renters could not afford market-rate rental units in Tracy.
- Low income renters would have trouble finding affordable adequately sizes apartments units.
- Appropriately sized market-rate rental housing may be difficult to secure for moderate income households

Additionally, as outlined in the Housing Element, the City of Tracy's Regional Housing Needs Allocation (RHNA) is 4,976 units. Tracy Apartments Phase I will provide between 80 to 100 units towards the City's 4,976 RHNA.

Tracy Apartments Phase I will comply with applicable California Codes, state building regulations and federal Public Housing requirements as it also incorporates solar infrastructure planning to offset 100% of the community space electricity consumption and up to 40% of the residents' electricity consumption.

All the units will incorporate universal design elements, which include, but are not limited to the following; no-step entries, minimum 34-inch doorways and passageways, accessible bathrooms with reinforced grab bars, hallway widths of at least 42-inches, and levered door handles and faucets. In addition, 5% of all first floor units will be fully accessible and all adaptable for those individuals requiring adjustments in their units for ADA accessibility. Within each unit, residents will directly benefit from standard features such as Energy Star® rated refrigerators and dishwashers, low flow toilets, sink disposals, ranges with ovens as well as generous counter, cabinet and storage space throughout the unit. Exterior finishes are proposed to be a variety of materials using durable and environmentally friendly building materials in a variety of colors throughout the development. All aspects of building construction will comply with quality construction standards to ensure longevity and safety of these high quality structures.

Amenities planned for this Project include:

- Neighborhood Community Center (Approximately 10,000 SF or as feasible)

- Community Gardens
- Recreational open space
- Tot lots/playground
- On site laundry services
- A water park feature
- Basketball or soccer sport court

While the designs allow for 2 parking stalls per dwelling unit, HACSJ proposes to reduce the parking to 1.4 stalls per dwelling unit because of the income levels, historical data of parking needs of our residents, and the project location which is within 0.4 miles of the transit station, and proximity to the proposed transportation hub. Additionally, if such an agreement can be reached with the City of Tracy as to the number of parking stalls, HACSJ can increase softscapes to reduce the amount of potential pollution into the storm drains and help with pollution prevention.

Services and self-sufficiency programs will be provided on-site to the residents. Programming will include G.E.D, E.S.L, financial literacy, health and wellness, and soft skill employment training to residents increasing economic opportunity.

Within a one mile radius of the development, there are five grocery stores, a public library, a pharmacy, a post office, eight public parks for recreational use, the Tracy Transit Station, a financial institution, and six schools that will provide educational opportunities. The following services and facilities are located within close proximity of the site.

- Tracy Transit Station is located 0.4 miles from the site.
- Ace Train Station is 2.6 miles from the site.
- City Hall is 1.0 miles from the project.
- A Head Start Preschool is currently on the property.
- A Montessori School is located within 0.25 miles of the site.
- South West Park Elementary is located 0.25 miles from the site
- Bank of America is 0.5 miles from the property.
- Save Mart is located 0.7 miles from the site.
- Pacific, Gas and Electric Office is located 0.8 miles from the project.
- The Senior Center is 0.8 miles from the property.
- Tracy Public Library is located 1 mile from the site.
- The closest pharmacy is located 0.7 miles from the project.

- Sutter Tracy Community Hospital is 1.3 miles from the site.
- Tracy Sports Complex is located 2.4 miles from the property.
- McDonald Park is located 0.3 miles from the site.
- Amazon Fulfillment Center is 3.8 miles from the project.
- San Joaquin Co Public Health Service is .80 miles from the project.
- Women's Center Youth and Families Services is 1.2 miles from the site.
- Tracy Police Department is located 1.0 miles from the site.
- Tracy Boys and Girls Club is located .30 miles from the project.
- Bank of the West is located within 1.2 miles from the site.
- Chevron has 4 locations near the site from .07 miles to 2.4 miles
- Grande Theatre of the Performing Arts is .50 miles from the project.
- Cinemark Movie Theatre is 4.7 miles from the site.
- Community Medical Center .50 miles of the site
- Worknet is within 2.2 miles from the project.

A private property management company will be procured for this project as a requirement of the LIHTC investment. HACSJ is currently using its subsidiary, Delta Community Developers Corp., for many of its projects and WinnCompanies for property management of its two LIHTC projects at Sierra Vista. HACSJ reserves the selection of a management company for each of the phases in redevelopment of Tracy Homes to the best advantage of the property.

WinnCompanies owns or manages real estate holdings valued at approximately $14 billion. They are the 5th largest multifamily management company in the nation, and the largest manager of affordable housing and one of the largest managers of privatized military housing in the United States. Winn operate every type of multifamily housing, including luxury and market rate, managing more than 100,000 apartments in more than 550 communities across 22 states and the District of Columbia. They also own more than 100 properties in 11 states, including approximately 15,600 apartments and many of the properties that started the company in 1971. Enclosed in the proposal is a copy of WinnCompanies 2018 Corporate Profile.

HACSJ and its development partners have contracted Interstate Realty Management for Cottage Village in Manteca. Interstate Realty is part of The Michaels Group and develop, managers, constructs, and finances housing solutions across every market niche from affordable housing, student living, military housing to luxury.

DKD Property Management manages Medici Artist Lofts in Stockton. DKD has provided comprehensive management of multifamily communities in California since 1972 for private investors, financial institutions and syndicators.

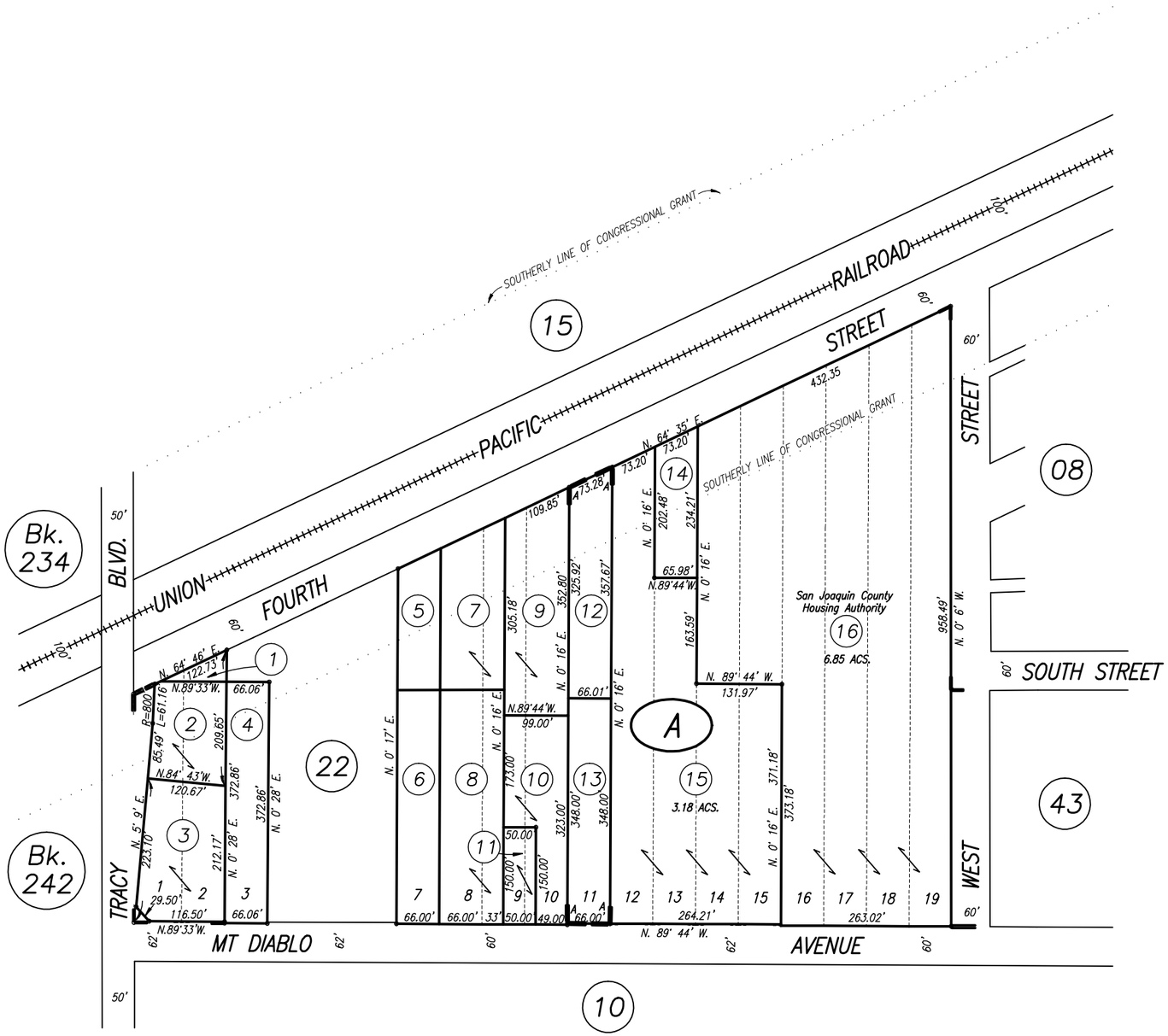
POR. MOUNTAIN VIEW ACRES

THIS MAP IS FOR
ASSESSMENT USE ONLY

235–42

SAN JOAQUIN COUNTY CALIFORNIA ASSESSOR

1" = 200'



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
09–10	16		

R. M. Bk. 10 Pg. 019
A – P. M. Bk. 15 Pg. 086

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

CITY OF TRACY
Assessor's Map Bk.235 Pg.42
County of San Joaquin, Calif.

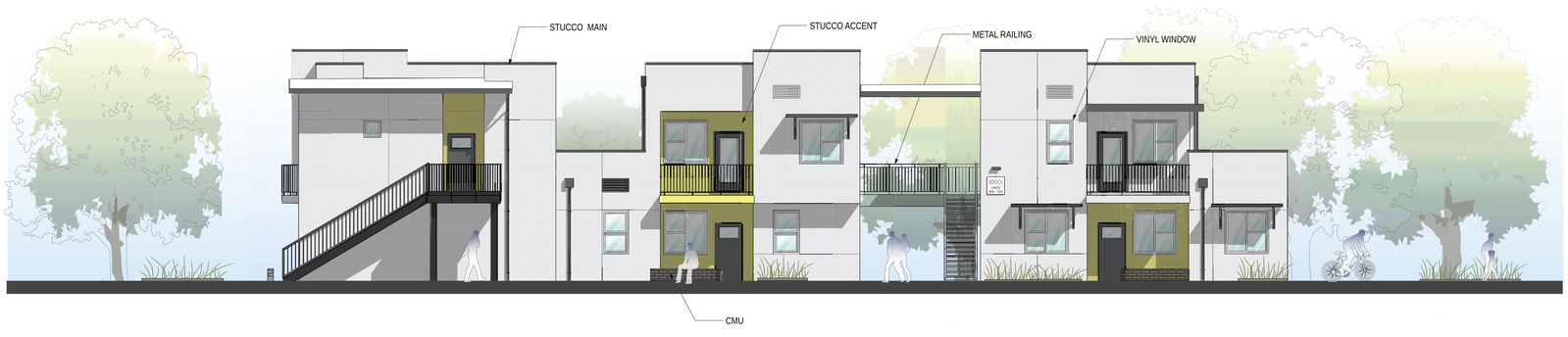
09–10

BUILDING F - FRONT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'

BUILDING F AND B - LEFT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'

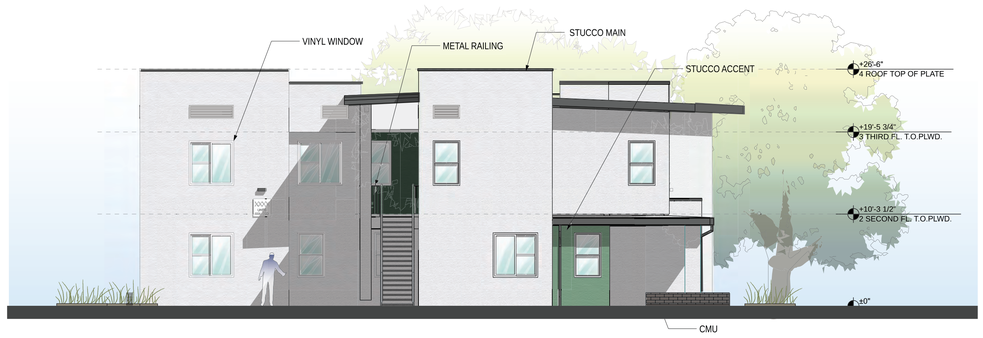


BUILDING B - FRONT ELEVATION - SCALE 1/8" = 1'-0"

0 4' 8' 16'

BIM Server: MA-BIM-01.local - BIM Server 2021/245 - Sierra Vista Phase II - Printed: Friday, December 22, 2017 - 10:52 AM

■ BUILDING G - FRONT ELEVATION - SCALE 1/8" = 1'-0" 0 4' 8' 16'



■ BUILDING G - LEFT ELEVATION - SCALE 1/8" = 1'-0" 0 4' 8' 16'

■ BUILDING G - REAR ELEVATION - SCALE 1/8" = 1'-0" 0 4' 8' 16'

■ BUILDING G - RIGHT ELEVATION - SCALE 1/8" = 1'-0" 0 4' 8' 16'

BIM Server: MA-BIM-01.local - BIM Server 2021/DMS - Sierra Vista Phase II - Printed: Friday, December 22, 2017 - 10:52 AM

NEIGHBORHOOD COMMUNITY CENTER

NEIGHBORHOOD COURTYARD

NEIGHBORHOOD PARK

COMMUNITY GARDEN

RESIDENT'S COMMUNITY CENTER

NEIGHBORHOOD COURTYARD

W 4th St

W 4th St

W 4th St

Diablo Pl

W Mou

FOURTH STREET

WEST STREET

THIRD STREET

SOUTH STREET

MT. DIABLO AVENUE

A St

W 3rd St

B St

W 3rd St

A St

W 1st St

A St

W South St

W South St

W Mount Diablo Ave

W Mount Diablo Ave

TRACY HOMES

SITE PLAN

1" = 50'

November 6, 2017

HACSJ
Housing Authority

mogavero
ARCHITECTS

A.1

Plotted: Wednesday, November 8, 2017; 3:04 PM
User: mvietto Desktop West 4th_Tracy_CA West 4th_Tracy_Site_Plan_v1.dwg

WinnCcompanies

Development | Residential | Military

2018 CORPORATE PROFILE

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6/25/2018 Version

WinnCompanies

WinnCompanies is an award-winning national multifamily development and management company dedicated to the highest standards of excellence. Through its affiliates, WinnDevelopment, WinnResidential and WinnResidential Military Housing Services, the company acquires, develops and manages affordable, senior, mixed-income, market rate, military and mixed use properties from coast to coast.

A private company founded in 1971 and now operating in 22 states and the District of Columbia, WinnCompanies is the sixth largest multi-family housing manager in the United States, the largest manager of affordable housing in the nation and the second largest manager of military housing.

Portfolio as of January 1, 2018	
Total Properties Managed	556
Total Units Managed	100,020*
Affordable Units	*50,120*
LIHTC Units	*32,500*
Properties owned by WinnCcompanies	95
Units owned by WinnCompanies	12,780

*all units, including Winn-owned

Headquartered in Boston's historic Faneuil Hall Marketplace, WinnCompanies serves its clients though significant regional offices in Baltimore, MD; Fresno, CA; Honolulu, HI; Lowell, MA; Nashville, TN; New York, NY; and, Washington, DC.

WinnCompanies has demonstrated a consistently sound approach to real estate through its long-term commitment to property investments; its passion for excellence in property development, management and maintenance; and, its unblemished record of dealings with bankers, lenders, and public and private sector partners. WinnCompanies consistently provides a creative, award-winning and focused approach in the multifamily industry that is grounded in sound economic fundamentals.

- WinnCcompanies is the largest privately held management company, owning and managing real estate holdings valued at approximately $14 Billion.
- Winn has acquired and developed real estate holdings in excess of $2.5 Billion;
- Employs more than 3,000 hard-working and capable team members, including 318 veterans of the United States Military.
- Manages 121 Million square feet, including housing, condos, commercial, retail, parking facilities;
- Provides homes to 300,000 residents;
- Has transformed 30 historic properties into more than 3,200 units of mixed-income housing in mixed-use communities valued at $500 million;
- Has never missed a mortgage payment or defaulted on a loan in its 45-year history.

6/25/2018 Version

VISION

WinnCompanies is the creator and champion of the best possible living communities for our residents and clients achieved through strong partnerships, a focus on sustainability, and the efforts of our outstanding team members who work with a passion for excellence and a commitment to exceed expectations.

VALUES

These guiding principles inspire the daily work of our executives and team members:

Passion for Excellence

Excellence is not accidental; it is the result of our dedicated effort, hands-on experience and the vision to see challenges as opportunities.

Clients and Residents are the Core of Our Business

Clients and residents are our focus; they are our priority as we nurture mutually beneficial relationships.

Deliver Service that Exceeds Expectations

Our service delivery impacts every aspect of our business and our reputation, so we strive to exceed expectations by listening, responding, caring and pursuing positive experiences for our partners and residents.

Integrity is Never Compromised

The way we conduct ourselves and our company will affect others. Our obligation is to act responsibly, with honesty, and to make positive contributions to the community and the industry in which we do business.

Our People are the Source of Our Success

Our people provide our vitality. We encourage teamwork, employee involvement, trust, and respect. We value effort, innovation and results.

Commitment to Sustainability

As we develop and operate properties to maximize their use and promote healthy communities, we also ensure the efficient use of natural resources. This goal is critical for the environment and for our business.

Team Leadership

Leadership is achieved by actions and results. Together, we can show the way.

A Culture of Safety

We pledge to create the safest possible environments for our employees and residents, achieved by fostering a culture focused on awareness, communication, safety education, and safe working methods.

6/25/2018 Version

WinnDevelopment

WinnDevelopment has earned a national reputation for award-winning excellence in real estate development, acquiring and developing holdings with a value in excess of $2.5 billion in 10 states. In addition, we have improved or converted more than 5 million square feet of property into prime space for a wide range of businesses and commercial properties.

Our portfolio spans affordable housing, market-rate housing, mixed-use and mixed-income developments, urban and suburban garden-style and high-rise apartment communities, along with office buildings, hotels, retail, and medical offices and parking garage facilities.

Through innovative financing mechanism and an intense a focus on a property needs and improved management practices, we set a course for properties to enjoy long-term success. The recent work of WinnDevelopment has focused on large scale mixed-use and mixed-income developments; and, the acquisition, rehabilitation and repositioning of under-valued multifamily properties, working with private owners and/or public sector partners to strengthen communities and their quality of life.

In addition, WinnDevelopment is an award-winning national leader in the adaptive reuse of historic properties and landmark structures. During the past three decades in Mid-Atlantic and the Northeast, we have transformed 30 vacant historic properties into more than 3,200 units of mixed-income housing in mixed-use communities now valued at $500 million. No other company in the US has won more awards for residential adaptive reuse development.

WinnDevelopment also is proud to be a national leader in green development and the use of renewable energy. Our innovative approaches to sustainability are recognized throughout the multi-family industry and our award-winning green projects demonstrate our commitment to excellence. Known as WinnGreen, our expertise includes Green Building Certification, Deep Energy Retrofits, the Better Buildings Challenge, Green Financing and Solar Power.

To complement our development and financial capabilities, our extensive operations capacity spans all types of onsite property management, full-charge accounting, financial reporting, negotiation and asset-management evaluation.

2018

Preservation Alliance of Philadelphia Preservation Achievement Award for Economic Development: Breslyn House, Philadelphia, PA

2017

NJAA Garden State Award of Excellence in Green Building: City Crossing, Jersey City, NJ

AHTCC Charles L. Edson Tax Credit Excellence Award for HUD Preservation: Livingston School Apartments, Albany, NY

2015

Boston Rental Housing Association Industry Excellence Award: Larry Curtis, President & Managing Partner WinnDevelopment

NAHMA Vanguard Award: Voke Lofts, Worcester, MA, for Major Rehab of a NonHousing Structure

Multi-Housing News MHN Excellence Award: Voke Lofts, Gold Winner in Development & Design, Adaptive Reuse

NH&RA J. Timothy Anderson Award for Historic Rehab: Two finalists – Counting House Lofts, Lowell, MA, and Voke Lofts, Worcester, MA

6/25/2018 Version

WinnResidential

A passion for excellence is what sets WinnResidential apart. The consistent growth of our portfolio is evidence of our ability to significantly raise the standards of residential property management, one interaction at a time.

Its mission is to provide the highest quality services to residents and the best returns for clients; preserve and enhance the physical asset; and, ensure compliance with all federal, state and local programs. Recognized among the nation's leaders in multifamily property management, WinnResidential offers decades of proven expertise in third party work across all property types in major and secondary metropolitan markets coast to coast.

With apartment communities ranging from 17 units to 6,000 units, the company's substantial management portfolio features successful:

- Market Rate Housing
- Affordable Housing
- Senior Affordable and Senior Living
- Undervalued and Distressed Assets
- High Rise and Mid-Rise Living
- Garden Style
- Military Housing
- Mixed-Use Properties

Armed with decades of problem-solving experience, WinnResidential is often called upon for property management consulting services designed to improve a property's financial performance by leveraging the company's wealth of operating and marketing resources, support services and technology infrastructure.

WinnResidential manages each asset with the long-term in mind, recognizing that each property is different and treating each one as if it owned it. As a result, leading institutional investors, real estate investment firms, corporations, and developers trust the passion for excellence that drives the WinnResidential reputation for third party management expertise. Its joint venture experience includes housing authorities, the U.S. Armed Forces, non-profit organizations and some of the country's most successful multi-family owners and financiers.

The company also offers clients national procurement buying power, extensive reporting and auditing capabilities, rigorous compliance protocols, and award-winning "green" operations expertise.

RECENT AWARDS

2017

Multifamily Executive Community Service Award: Squire Village, Manchester, CT

2016

NAHMA Vanguard Award, Major Rehab of Non-Housing Structure: 777 Main, Hartford, CT

NAA ROE "Energy Reduction Award": Heritage House, Newburyport, MA

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WinnResidential

Military Housing Services

WinnResidential Military Housing Services is dedicated to providing exceptional community living experiences to our nation's military forces AND their families with passion, integrity and commitment. We fulfill this mission every day by ensuring our communities offer residents a safe, peaceful, friendly place to enjoy their lives.

The company is one of the largest managers of privatized military housing in the United States, operating 26 military housing communities with nearly 41,000 homes for U.S. Air Force, Army, Coast Guard, Marines and Navy families from Alaska and Hawaii to New York and South Carolina.

Formed under the Military Housing Privatization Initiative (MHPI), WinnResidential Military Housing Services is a joint-venture of WinnCcompanies and Lendlease, a leader in community development for military installations.

The WinnMilitary management portfolio includes Westover Air Force Base, Massachusetts; Fort Hood, Texas; Joint Base Pearl Harbor-Hickham, Hawaii; Fort Knox and Fort Campbell, Kentucky; Fort Drum, New York; and, Camp Lejeune, North Carolina.

The company has earned numerous industry awards over the years for the quality of property management and community services, including, most recently, the National Apartment Association Excellence Award in 2017 for "Best Military Housing Community" (Atlantic Marine Corps Communities at Camp Lejeune in North Carolina) and "Property Management Company of the Year" for Island Palm Communities across Hawaii.

In addition, WinnMilitary has supported Lendlease on the operational and property management aspects of numerous projects worth billions of dollars throughout a 12-state military housing portfolio that stretches from Massachusetts to Texas to Hawaii.

These efforts include new construction and renovation projects for housing; the construction of community centers, swimming pools, fitness centers, playgrounds, and dog parks; and, the implementation of solar and thermal energy sustainability projects and recycling initiatives.

RECENT AWARDS

2017

MHN Excellence Award - Property Management Company of the Year: Island Palm Communities, Oahu, HI

National Apartment Association Excellence Award (Military Housing): Atlantic Marine Corps Communities, Camp Lejeune, NC

2016

National Apartment Association Community of the Year: Tierra Vista Communities at Peterson Air Force Base, Colorado Springs, CO

National Apartment Association Best Community Award (Military Housing): Tierra Vista Communities

2015

National Apartment Association Best Community Award (Military Housing): Fort Hood Family Housing, WinnResidential Military Housing Services

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WinnCompanies

Development | Residential | Military

Michael Putziger – Chairman
Gilbert Winn – Chief Executive Officer
Lawrence H. Curtis – President, WinnDevelopment
Marvin Siflinger – Director
William W. Wollinger – Chief Operating Officer
Patrick M. Appleby – President
Susan H. Malatesta – Executive Vice President

Daniel Willert – General Counsel

WinnDevelopment

Gilbert Winn – Chief Executive Officer
Lawrence H. Curtis – President, WinnDevelopment
Rachel Edwards - Vice President Acquisitions
Adam Stein – Senior Vice President
Brett Meringoff – Senior Vice President
Meade Curtis – Vice President
LeAnn Hanfield - Vice President
James Harger - Vice President
Jason Quinn - Vice President
David Thunell - Construction Coordinator

WinnResidential

Patrick M. Appleby – President
Brian K. Kean – Executive Vice President
John Kuppens – Executive Vice President
Lynne Chase - Executive Vice President, Accounting
Lynn Bora – Senior Vice President, Operations Support Services
Keith Jenkins – Senior Vice President
Michael Milko – Senior Vice President
Lori Ricci – Senior Vice President

WinnResidential

Military Housing Services

Patrick M. Appleby – President
Douglas Jones – Executive Vice President, WinnMilitary
Kirstin Rich – Senior Vice President, Operations Support Services
Tom Adams – Vice President
Julie Barr Plexico – Vice President, Accounting

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EXECUTIVE COMMITTEE

Gilbert Winn – Chief Executive Officer, WinnCompanies
Michael Putziger – Chairman, WinnCompanies
Lawrence H. Curtis – President, WinnDevelopment
William W. Wollinger – Chief Operating Officer, WinnCompanies
Patrick M. Appleby – President, WinnResidential
Michael O'Brien – Executive Vice President, WinnCompanies
Lynne Chase – Executive Vice President, Accounting
Alessandra De Vaca – Executive Vice President, Human Resources and Training
Douglas Jones – Executive Vice President, WinnMilitary
Brian Kean – Executive Vice President, WinnResidential
John Kuppens – Executive Vice President, WinnResidential
Susan Malatesta – Executive Vice President, Asset Management
Julie Barr Plexico – Vice President, WinnMilitary
Lynn Bora – Senior Vice President, Operations Support Services
Edward Cafasso – Senior Vice President, Communications
Kevin Grani – Senior Vice President, Western Region
Michael Milko – Senior Vice President, WinnResidential
Keith Jenkins – Senior Vice President, WinnResidential
Lori Ricci – Senior Vice President, WinnResidential
Kirstin Rich – Senior Vice President, WinnMilitary
Daniel Willert – General Counsel

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WinnCompanies

LEADERSHIP COMMITTEE

(includes Executive Committee members and the following)

Tom Adams – Vice President, WinnMilitary
Mark Alves – Vice President, Business Systems and Technology
Meade Curtis – Vice President, WinnDevelopment
Darien Crimmin – Vice President, Energy and Sustainability
Steve DeTore – Vice President, Business Planning
Bruce Goldin – Vice President, Risk Management and Insurance
LeAnn Hanfield – Vice President, WinnDevelopment
James Harger – Vice President, Business Planning
Martin McNeil – Vice President, Facilities, WinnMilitary
Trevor Samios – Vice President, Resident Services and Customer Experience
Nicole Salmieri – Vice President, Marketing
Timothy Santucci – Vice President, Finance
John Tarrant – Vice President, Procurement and Sustainability
Lorraine Witunski – Vice President, Human Resources
Michael Cosgrove – Divisional Vice President, WinnResidential
Brian Leverone – Divisional Vice President, WinnResidential
Sean Abbott – Regional Vice President, WinnResidential
Jonathan Beauchene – Regional Vice President, WinnResidential
Leslie Catlin – Regional Vice President, WinnResidential
Hector Cruz – Regional Vice President, WinnResidential
Carolyn Donahoe – Regional Vice President, WinnResidential
Chrissy Garcia – Regional Vice President, WinnResidential
Stephanie Lewis – Regional Vice President, WinnResidential
Andrew Lund – Regional Vice President, WinnResidential
Genesa Patten – Regional Vice President, WinnResidential
Matthew Philbin – Regional Vice President, WinnResidential
Debra Pratt – Regional Vice President, WinnResidential
Joseph Thifault – Regional Vice President, WinnResidential
Bliss Wallace – Regional Vice President, WinnResidential

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Locations

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- WinnResidential
- WinnCommercial

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6/25/2018 Version

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F. Financing Plan and Proforma

Provide a narrative description of the proposed method of financing the proposed Project including all sources of debt and equity. In the case of a proposed tax credit project, identify the assumed tax credit pricing/cents on the **dollar projected in the proposed project's S**ources and Uses. Given the competitive nature of many of the available county, state and federal **funding programs, the narrative should describe the Applicant's approach** to alternative financing scenarios as a contingency to the preferred plan.

The proposal should also include a complete preliminary financing proforma of the proposed Project including:

- Total development cost budget, itemized for each component of the Project, identifying predevelopment costs, estimates of land acquisition and site preparation costs (if applicable), direct construction costs (for each component) and all indirect and financing costs, including the developer fee, construction escalation, design contingency, and construction contingency of no less than 10%.
- For mixed-use projects, a development budget with the costs attributable to the commercial/retails component clearly delineated from those for the residential component.
- A complete sources and uses of funds table for both construction and permanent financing for each component of the Project. The table should clearly indicate the amount of requested Affordable Housing financial assistance and the proposed repayment terms of such assistance.
- An estimate of Project income and Project operating expenses, including rents for each unit type, vacancy rate, operating expenses, debt service, and all distributions of remaining cash flow. The table should clearly detail assumptions on rents for all unit types including utility allowance factors and other sources of income. Also, include a 55- year operating projection with assumptions for out-year escalations.
- Details of income targeting, expected rents and a detailed affordability gap analysis.

Tracy Apartments Phase I will be financed by applying for 9% tax Credits in March of 2020, City of Tracy affordable housing funds, HOME funds , a permanent mortgage and deferred developer fees. HACSJ is also committing Housing Choice Project Based Vouchers and Low Income Public Housing subsidies for the project.

HACSJ is seeking $4 million from the City of Tracy's affordable housing funds. These funds will allow HACSJ to replace 60 units of aged and obsolete public housing units with between 80 and 100 units thus increasing the number of affordable housing units within the City of Tracy by 20 to 40 units.

The project is targeting 10 percent of the units at 30% AMI, 20 percent of the units at 40% of AMI, 30 percent of the units at 50% of AMI and 30 percent of the units at 60% of AMI. The unit configuration and unit AMI levels may be adjusted to meet City of Tracy, market study recommendations, to maximize tax credits and is dependent on changes in zoning to increase density.

HACSJ is modeling Tracy Apartments Phase I with tax Credit pricing at $0.965. This pricing is based on current market conditions. Tax Credit pricing may vary at the time of construction loan closing due to future pricing. Tracy Apartments Phase I is configured as a 100 percent affordable housing project and is not intended to be a Mixed-use project.

The project Proforma is included as an attachment and an excel copy provides line item costs anticipate and the total cost of the development. The appraised land value is $3,880,000 and is included as a use with Residual Receipts lease payments of 40% of cash flow. Repaying of the City of Tracy's loan is also incorporated into the model.

HACSJ is seeking a predevelopment loan and the specific items and amount requested are identified below:

- Environmental $50,000
- Asbestos Mitigation (Demolition and Reports) $150,000
- Market Study $10,000
- Legal $75,000
- Tax Credit application and consultants $50,000
- Miscellaneous $25,000
- Architect $350,000

Total predevelopment costs are anticipated to be $660,000

The Proforma includes a Perm Sources and Uses page which provides a breakdown for all permanent sources and uses. Also included in the Proforma is a "Calc Page" which contains a table documenting the Construction/Bridge loan calculation. The sources and uses on the Calc Page provide the Affordable Housing financial assistance requested, which will be repaid from residual receipts from cash flow annually set at 40 percent of cash flow.

The "Cash Flow" sheet in the Proforma provides the repayment schedule for the City funds as well as Project Income, Project operating expenses and rent for each unit type. The Proforma was developed with a vacancy is rate at 5%, operating expenses escalating at 3.5% annually and income escalating at 2.5% annually per industry standards and CTCAC requirements. Cash Flow shows all loan repayments annually.

The "Subsidy and Dev Fee Calc" sheet provides the calculation demonstrating the differences between the CTCAC rents and the Low Income Public Housing and Housing Choice Project Based Voucher rents. This table demonstrates the value of the subsidy provided by HACSJ.

In the event 9% Low Income Housing Tax Credits are not attainable, the developer HACSJ and our development partners would research less competitive 4% Tax Credits with Tax Exempt Bonds. HACSJ would also be open to adjusting this phase into subphases thus opening up the possibilities for other State and Federal funding opportunities such as additional HOME funds or other State of California Housing and Community Development funding opportunities like Multifamily Housing Program.

Project Summary / Calculation Page

2019 CTCAC
9%
4/29/2020

Project Name:	**Tracy Homes**
City/County:	Tracy, CA (San Joaquin)
Census Tract:	54.06
Rural?:	No
HCA?:	Yes
Market Rate units?	No
State Credits?	no
At-Risk?	No
Total Units	80
SqFt	82,950
$ per SqFt	$286.01
Tiebreaker Ratio	**N/A**
Target	**Family**
# of BR	**334**
Cost per unit	**$487,814**

DRAFT

$5,880,914 Voluntary Reduction

$296,555 Hardcost per unit

39,025,109	Total Dev. Costs
23,724,386	Total Hard Costs (includes contingency)
30,158,536	Total Eligible Basis - Page 32
30,158,536	Requested Basis (lesser page 7 or page 33

Max Basis Calculation (no elevator no features)

Unit	No.	Basis Limit	Total P/U
Studio		207,647	0
1BR	20	239,415	4,788,300
2BR	20	288,800	5,776,000
3BR	21	369,664	7,762,944
4BR	19	411,829	7,824,751
	Maximum Basis		**26,151,995**
10% Basis 95% units upper floor elevator		10.00%	**0**
Prevailing Wages		20.00%	**5,230,399**
energy technology		2.50%	
Parking Underneath		7.00%	**0**
3 Energy Efficiency		4.00%	**0**
City Impact Fee			**1,200,000**
Max. Basis for Max Points			**32,582,394**
Total Eligible Basis - page 32			**30,158,536**
Diff			**2,423,858**
88.264%	**High Cost Percentage**		

Average Rent Calculation

Unit	No.	Gross Rents	TC 60% (Max)	Rent Level	
Studio	0	$0	$787	0.00%	**0.00%**
1BR	2	$393	$787	30.00%	**2.53%**
1BR	4	$525	$787	40.00%	**5.06%**
1BR	0	$500	$787	38.00%	**0.00%**
1BR	8	$656	$787	50.00%	**10.13%**
1BR	6	$787	$787	60.00%	**7.59%**
1BR	0		$787	0.00%	**0.00%**
2BR	2	$472	$945	30.00%	**2.53%**
2BR	4	$630	$945	40.00%	**5.06%**
2BR	0	$500	$945	32.00%	**0.00%**
2BR	8	$787	$945	50.00%	**10.13%**
2BR	6	$944	$945	60.00%	**7.59%**
2BR	0		$945	0.00%	**0.00%**
3BR	2	$546	$1,092	30.00%	**2.53%**
3BR	4	$728	$1,092	40.00%	**5.06%**
3BR	0	$500	$1,092	27.00%	**0.00%**
3BR	8	$910	$1,092	50.00%	**10.13%**
3BR	6	$1,092	$1,092	60.00%	**7.59%**
3BR	0		$1,092	0.00%	**0.00%**
4BR	2	$609	$1,218	30.00%	**2.53%**
4BR	4	$812	$1,218	40.00%	**5.06%**
4BR	0	$500	$1,218	25.00%	**0.00%**
4BR	8	$1,015	$1,218	50.00%	**10.13%**
4BR	5	$1,218	$1,218	60.00%	**6.33%**
4BR	0		$1,218	0.00%	**0.00%**
	79				**100.00%**
3 BR Mgr.	1	$706.20	Average Rents:		
Unit Total	80				

SHORTFALL CALCULATION

30,158,536	Requested Basis
130.00%	HCA Factor
39,206,097	Adjusted Basis
100.00%	Less Market (enter rate if not 80%)
39,206,097	**Qualified Basis**
15.00%	**Credit Reduction**
33,325,183	**Total Adjusted Qualified Basis**
9%	Fed'l Credit Factor
29,992,665	**Total Fed'l Credits (ten yrs) Rehab**
0	Acquisition Basis
100.00%	Less Market (enter rate if not 80%)
0	Qualified Basis
0.0325	**Fed'l Credit Factor for Acquisition**
0	Total Acquist Fed'l Credits (ten yrs)
29,992,665	**Total Fed'l Credits**
0.963	**Fed Percentage**
28,882,936	**Proceeds from Federal Credits**
0.00%	State Credit Factor
0.00%	State Credit Factor - Acquisition 13%
0	**Total State Credits**
0.750	**State Pecentage**
0	Proceeds form State Credits
28,882,936	**Total Federal & State Proceeds**
	Sources and Uses
39,025,109	**Total Dev. Costs**
-28,882,936	Total Proceeds
-5,843,548	Perm(from below)
	Portion of Developer fee > $2,500,000
	Accrued Interest
-100,000	HOME Funds
-4,000,000	City of Tracy
-198,625	Deferred Dev. Fee
0	**(Shortfall)/Overage**

2,458,191	Maximum Dev. Fee
8.08%	% of Dev. Fee deferred
2,259,566	Cash fee payable

32,582,394	1. Project's adjusted threshold basis limits - Page 7
30,158,536	2. Project's total eligible basis - Page 33, line B1
2,423,858	3. Difference In threshold basis limits
7.44%	4. Calculated percent below adjusted threshold limits

Syndication Calculation

2,999,267	**Annual Fed'l Credits**
0	State Credits
0.75	Total Credits
100%	Credit %
28,882,936	Total Proceeds
8,664,881	1st Payin (3o% @ Start of Const.)
14,441,468	2nd Payin (50% @ Close of Const.)
5,776,587	3rd Payin (20% @ 8609)

Construction / Bridge Loan Calculation

39,025,109	Total Dev. Costs
-8,664,881	Syndication Payin
-493,991	Deferred Reserves
-4,000,000	City of Tracy
0	Portion of Developer fee > $2,500,000
-198,625	Deferred Dev. Fee
25,667,613	**Const. Loan Amount**
67.55%	Home/Const/City Waivers
	Const. Loan Payoff
5,843,548	Perm (30yrs @ 4.75%)
0	Accrued Interest
198,625	Deferred Dev Fee
	City of Tracy
	HOME Funds
20,218,055	2nd and 3rd Synd. Payment
26,260,228	**Total to Payoff Const. Loan**

Util. Allowances

Unit Type	Amt.	SQ Foot
Community Room	0	3,000
1BR	60	625
2BR	71	930
3BR	88	1,150
4BR	115	1,300

Permanent Loan Calculation

698,724	Rental Income		
317,844	Misc. Income	(comes from Cashflow)	
-50,828	Vacancy Allowance @	5.00%	
-500,405	Op. Expenses	6,255 (comes from Cashflow)	
-24,000	Reserves	300 (comes from Cashflow)	
441,335	NOI		
1.2200	DSR		
365,792	Perm (30yrs @ 4.75%)		**5,843,548**
75,542	Cashflow (first year)		

CONSTRUCTION FINANCING:

Loan Fees	Rate	1.00%	$ 25,560,000.00		$	255,600
Interest:	24	Months	5.50%	Interest		2,108,700
	75.0%	Outstanding				
Lender's Inspections		$1,000 Per Month				24,000
Lender's Legal						-
Lender's Travel						
Credit Enhancement & application fee						50,000
Title & Recording						15,000
Total Construction Financing					$	2,453,300

G. Evidence of Site Control

At the time of proposal submission, the Applicant must have site control of the property for the proposed Project for which funding is requested. The Applicant must show that if the proposal is selected, site control can be maintained until the property can be acquired. As evidence of site control, one of the following documents must be submitted with the application:

- Purchase agreement, including evidence that the agreement is for a term that is sufficient to hold the property until the anticipated date of purchase;
- Option to purchase or lease, binding on seller or landlord, including evidence that options are renewable until the anticipated date of purchase;
- A long-term lease agreement with a term of not less than 75 years;
- Executed land sales contract or other enforceable agreement for acquisition; or
- Other evidence that Applicant has site control acceptable by the City.

HACSJ currently owns the property and will continue to maintain site control after the project is redeveloped through a ground lease. The following documents are attached as evidence of site control:

- Declaration of Trust October 1, 1957 (Project N. Cal-24-5 is Tracy Homes)
- Commitment letter from HACSJ for terms of ground lease to partnership for development project

BOOK 2035 PAGE 506

PHA-2190
July 1951

DECLARATION OF TRUST

WHEREAS, the Housing Authority of the County of San Joaquin (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of California, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of October 1, 1957 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing projects; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the ~~--------~~ ~~---of--~~ ~~---------~~, County of San Joaquin, State of California which will provide approximately 400 dwellings; and which low-rent housing will be known as ~~Project No. ----------~~ Project No. CAL-24-3 with approximately 40 dwellings, Project No. CAL-24-4 with approximately 300 dwellings, and Project No. CAL-24-5 with approximately 60 dwellings; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the ~~----------~~ of ~~----------~~, County of San Joaquin, State of California, TO WIT:

Project No. Cal 24-3

All that certain real property situate, lying and being in the County of San Joaquin, State of California, described as follows, to wit:

A tract of land situated in the County of San Joaquin, State of California, in the Southwest 1/4 of Section three (3), Township four (4) North, Range five (5) East, Mount Diablo Base and Meridian, and being a portion of the land conveyed to the United States of America by deed recorded in Book of Official Records of San Joaquin County, Vol. 599, at page 141, and more particularly described as follows: COMMENCING at a point in the South line of Walnut Grove Road which is South 0° 42' East, 2149.00 feet and North 89° 14' East, 30.00 feet distant from the Northwest corner of said section 3, said section corner being indicated and designated on that certain map of THORNTON SUBDIVISION NO. 2, filed in Book of Maps, Vol. 6, page 14, San Joaquin County Records, said point of commencement being also located South 0° 42' East 2119.00 feet distant from a steel axle at the intersection of Sacramento Boulevard (New Hope Road) and Poplar Street; thence from above described point of commencement, North 89° 14' East along the South line of Walnut Grove Road, 316.65 feet to an iron pipe at the Northwest corner and true point of beginning of the within described 9.046 acre tract; thence continue along the South line of Walnut Grove Road, North 89° 14' East, 513.60 feet to a concrete monument in the East line of right of way for the irrigation canal of WOODBRIDGE IRRIGATION DISTRICT: thence along the East line of said Irrigation Canal right of way, South 11° 08' 45" East, 775.02 feet to a concrete monument; thence in a Westerly direction on a curve to the right, radius 1380 feet (long chord bears North 85° 19' 44" West, 147.44 feet) an arc distance of 147.51 feet to end of curve; thence North 82° 16' West, 143.86 feet to beginning of curve; thence Northwesterly on a curve to the right, radius of 310 feet (long chord bears North 55° 55' 55" West, 275.04 feet) an arc distance of 284.97 feet to end of curve; thence South 89° 14' West, 138.43 feet to a concrete monument in the dividing line between the properties of United States of America and Thornton Investment Company, said dividing line being described in deed to Thornton Investment Company, recorded in Book of Official Records of San Joaquin County, Vol. 1134, page 43; thence along said dividing line, North 0° 46' West, 570.00 feet to the iron pipe at the true point of beginning, containing 9.046 acres.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

Together with the right to use for sewage disposal purposes for the benefit of and in connection with the operation of the above described low-rent housing project, in common with the Local Authority and its successors, the existing sewage treatment and disposal facilities and appurtenances thereto located upon the following described tract of land, to wit:

A tract of land situated in the County of San Joaquin, State of California, in the west half of Section 3, T 4 N R 5 E, M D B & M, and more particularly described as follows, to-wit;- Commencing at an iron pipe in the south line of the Walnut Grove Road running from New Hope Landing to Thornton, said pipe being S 0° 42' E 2149.00 feet and N 89° 14' E 346.65 feet from the northwest corner of said Section 3, said pipe being also S 0° 42' E 2119.00 feet and N 89° 14' E 316.65 feet from a steel axle in the intersection of Sacramento Boulevard (now New Hope Road) and Poplar Street, which axle was referred to as being the northwest corner of said Section 3 in the records of the County Surveyors Office of San Joaquin County, said iron pipe at point of commencement being the northwest corner of Mokelumne Manor, Project No. Cal. 24-3; thence along the west line of said Mokelumne Manor, being the east line of

Project No. Cal 24-4, Site No. 1

All that certain real property situate, lying and being in the City of Stockton, County of San Joaquin, State of California, described as follows, to wit:

A tract of land situated in the City of Stockton, San Joaquin County, California, in Sections 34 and 35 of C. M. Weber Grant, El Rancho del Campo de los Franceses, and being a portion of the 64.211 acre tract described in deed to the Housing Authority of the County of San Joaquin, recorded in Book of Official Records of San Joaquin County, Vol. 1337 at Page 178, and Vol. 1319 at Page 241, and more particularly described as follows, to-wit;- Beginning at a concrete monument at the southeast corner of the above mentioned 64.211 acre tract, said concrete monument being also the southeast corner of SEVEN OAKS, UNIT NO. 2, as per map filed in Book of Maps, Vol. 11 at Page 158, San Joaquin County Records; Thence along the south line of above mentioned 64.211 acre tract, S 78° 24' 30" W 756.58 feet to a concrete monument; thence N 11° 35' 30" W 305.26 feet to an iron rod; thence N 14° 39' E 382.60 ft. to an iron rod at the southwest corner of the 8.007 acre tract described in deed to Stockton Unified School District of San Joaquin County, California, recorded in Book of Official Records of San Joaquin County, Vol. 960 at Page 107; thence along the southerly boundary line of said 8.007 acre tract,as follows;- S 75° 21' E 377.52 feet to an iron pipe; N 72° 39' E 199.22 feet to a concrete monument at the southeast corner of said 8.007 acre tract in the east line of above mentioned 64.211 acre tract; thence along the east line of above mentioned 64.211 acre tract, S 17° 21' E 504.04 feet to the point of beginning, and containing 8.771 acres;

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

Project No. Cal 24-4, Site No. 2

All that certain real property situate, lying and being in the City of Stockton, County of San Joaquin, State of California, described as follows, to wit:

A Tract of land situated in the City of Stockton, San Joaquin County, California, in Section twenty-two (22), Township one (1) North, Range six (6) East, Mount Diablo Base and Meridian, and Section ten (10) of C. M. Weber Grant, El Rancho del Campo de los Franceses, more particularly described as follows: BEGINNING at a concrete monument at the Southwest corner of Lot 1 in Block seven (7), of LEVER VILLAGE UNIT NO. 1, as per map filed in Book of Maps, Vol. 14, at page 22, San Joaquin County Records; thence along the South boundary line of said Lever Village Unit No. 1, as follows: East, 225.53 feet to a concrete monument; North 84° 06' 54" East, 172.47 feet to a concrete monument; North 74° 25' 44" East, 230.14 feet to a concrete monument; North 69° 24' 51" East, 178.60 feet to a concrete monument; North 76° 06' 09" East, 257.88 feet to a concrete monument; North 77° 50' East, 150.00 feet to an iron rod at the Southeast corner of Lot 1 in Block 9 of said LEVER VILLAGE UNIT NO. 1; thence continue North 77° 50' East, 150.00 feet to a concrete monument in the Westerly line of the French Camp Road; thence along the Westerly line of the French Camp Road, South 12° 10' East, 1160.00 feet to a concrete monument; thence leaving the French Camp Road, South 77° 50' West, 320.00 feet to a concrete monument at beginning of curve; thence in a Westerly direction on a curve to the left, radius 1590 feet (long chord bears South 73° 29' 43.5" West, 240.53 feet), an arc distance of 240.76 feet to a concrete monument at point of reverse curve; thence in a Westerly direction on a curve to the right, radius 2410 feet (long chord bears South 79° 34' 43.5" West, 871.86 feet) an arc distance of 876.69 feet to a concrete monument at end of curve; thence West,

Project No. Cal 24-4, Site No. 2
(Cont'd)

173.14 feet to a concrete monument; thence North 1160.00 feet to the point of beginning, containing 39.607 acres.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

Project No. Sal 24-5

All that certain real property situate, lying and being in the City of Tracy, County of San Joaquin, State of California, described as follows, to wit:

A tract of land situated in the City of Tracy, San Joaquin County, California, in the northeast quarter of Section 29, T 2 S R 5 E, M D B & M, and being a portion of Johnston's Subdivision, as per map filed in Book of Maps, Vol. 10 at Page 110, San Joaquin County Records, and more particularly described as follows, to-wit;- Beginning at a concrete monument in the west line of McKinley Avenue at the northeast corner of Lot 8 in Block 4 of said Johnston's Subdivision; thence along the west line of McKinley Avenue, S 0° 07' E 510.00 feet to a concrete monument at the southeast corner of Lot 10 in Block 7 of said Johnston's Subdivision; thence along the south line of Lots 10 and 9 in said Block 7, and across Wilson Avenue, due West 260.00 feet to a concrete monument at the northeast corner of Lot 11 in Block 6 of said Johnston's Subdivision; thence along the east line of said Lot 11, S 0° 07' E 98.83 feet to a concrete monument at the southeast corner of said Lot 11; thence along the south line of Lots 11 and 9 in said Block 6, N 69° 04' W 172.29 feet to a concrete monument replacing an iron pipe shown on said map of Johnston's Subdivision in the south line of said Lot 9; thence crossing Sixth Street, S 20° 56' W 60.00 feet, to a concrete monument replacing an iron pipe in the south line of said Johnston's Subdivision; thence along the south line of said Johnston's Subdivision, N 69° 04' W 458.12 feet to a concrete monument replacing an iron pipe at the southwest corner of Block 1 of said Johnston's Subdivision; thence along the west line of said Block 1, N 0° 07' W 259.83 feet to a concrete monument at the northwest corner of Lot 7 in said Block 1; thence along the north line of said Lot 7 and across Coolidge Avenue, due East 149.90 feet to a concrete monument at the southwest corner of Lot 11 in Block 2 of said Johnston's Subdivision; thence along the west line of said Block 2, N 0° 07' W 150.00 feet to a concrete monument at the northwest corner of Lot 7 in said Block 2; thence along the north line of Lots 7 and 8 in said Block 2, crossing Harding Avenue, and along the north line of Lots 7 and 9 in Block 3 of said Johnston's Subdivision, crossing Wilson Avenue, and along the north line of Lots 7 and 8 in said Block 4, due East 720.00 feet to the point of beginning, and containing a total area of 9.6446 acres, and a net area, exclusive of the land in Tenth Street, Sixth Street, Coolidge Avenue, Harding Avenue and Wilson Avenue, of 6.6612 acres.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project property, TO WIT:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the manner provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2), with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created: Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA arising under the Annual Contributions Contract has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this _____ day of January, 1958.

HOUSING AUTHORITY OF THE
COUNTY OF SAN JOAQUIN

By _____
Chairman

(SEAL)
ATTEST:

_____
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN JOAQUIN)

On this _____ day of _____, 1958, before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ and _____, known to me to be the Chairman and Secretary, respectively, of the Housing Authority of the County of San Joaquin, the Authority that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Authority therein named, and acknowledged to me that such Authority executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the County of San Joaquin, the day and year in this certificate first above written.

_____
NOTARY PUBLIC
in and for the County of San Joaquin,
State of California.

My Commission Expires: _____

(Notarial Seal)

C E R T I F I C A T E

I, Allen R. Reed, duly appointed and acting Secretary of the Housing Authority of the County of San Joaquin do hereby certify that the attached is a true and exact copy of Resolution No. 1251 passed and adopted at a Regular Meeting of the Commissioners of the Housing Authority of the County of San Joaquin held January 16, 1958.

January 18, 1958

AUTHORITY OF THE COUNTY OF SAN JOAQUIN CALIFORNIA

Allen R. Reed
Secretary

COMPARED

2816 Recorded by Housing Authority of COUNTY OF SAN JOAQUIN
JAN 22 1958 at 4 P M in
BOOK 2035 PAGE 561 Official Records
San Joaquin County Records.
Fees $.9 20 Martha H. Oehler
County Recorder

COUNTY RECORDER'S OFFICE **RECEIPT**

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN } Stockton, California

Date Jan. 20, 1958

Received for Record: Declaration of Trust:	$8.40
Compare & Certify four copies of Declaration ~~$2.40~~	9.60
Resolution No. 1251	9.20

Martha H. Oehler
County Recorder

Fees $ 27.20 Paid.

By Ruby Pearce
Deputy

HACSJ
HOUSING AUTHORITY
COUNTY OF SAN JOAQUIN

Peter W. Ragsdale
Executive Director

July 22, 2019

BOARD OF COMMISSIONERS

Dale Cose
Chairperson

Lester Patrick
First Vice Chairperson

Ryan Gresham
Second Vice Chairperson

Patricia Barrett
Commissioner

on Mendelson
Commissioner

Martha Moore
Commissioner

Rudolph Willey
Commissioner

Alan R. Coon
General Counsel

City of Tracy
Economic Development Department
333 Civic Center Plaza
Tracy, CA 95376

RE: Commitment of Financing Tracy Apartments Phase I, Stockton, CA

Economic Development Department

I am pleased to confirm that the Housing Authority of the County of San Joaquin (HACSJ) commits to provide construction and permanent financing for the Tracy Apartments Phase I development. This letter represents HACSJ's commitment to ground leasing the land to the development and the value and terms of the transaction.

The terms are as follows:

Lender	Housing Authority of the County of San Joaquin
Borrower	TBD and Delta Community Developers Corp. and their respective successors and assigns
Loan Amount	$3,880,000
Interest Rate	4.00%, simple
Payment Schedule	Interest and then principal to be paid from residual receipts
Term	55 years
Property Location	340 W. 4th Street, Tracy, CA

Sincerely,

Peter W. Ragsdale
Executive Director

2575 Grand Canal Blvd.
Suite 100
Stockton, CA 95207

(209) 460-5000
FAX (209) 460-5100

TDD 711 or
1-800-855-7100

H. Appraisal

A fair market value appraisal of the property is required that has been completed within six months of the application deadline. The appraisal must conform to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice. All appraisers must be California State licensed/certified.

An appraisal has been completed for the property and is attached. Since HACSJ intends to demolish the existing buildings, the appraisal is solely for the value of the land. The appraised value is $3,880,000 and will be used as leverage for the LIHTC application to increase the competitiveness of the application and garner private investment in the project.

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APPRAISAL REPORT
REAL ESTATE APPRAISAL

301 West Street,
Tracy, CA, 95376

As of
07/06/2019

Prepared For
Ms. Heidi Lane
San Joaquin County Housing Authority
2575 Grand Canal Blvd Suite 200
Stockton, CA, 95207

Prepared by
Karen J. Mann

MANN & ASSOCIATES
APPRAISER AND EXPERT WITNESS SINCE 1983
14850 HIGHWAY 4, #A326
DISCOVERY BAY, CA 94505
925-513-3231

MANN & ASSOCIATES
REAL ESTATE APPRAISAL & EXPERT WITNESS SERVICES

14850 Highway 4 #A326
Discovery Bay, CA 94505

925.513.3231
Fax: 925.513.8465
karen@mannappraisal.com

July 18, 2019

Ms. Heidi Lane
San Joaquin County Housing Authority
2575 Grand Canal Blvd Suite 200
Stockton, CA 95207

Re: Appraisal Report, Real Estate Appraisal
San Joaquin County Housing Authority
301 West Street, Tracy, CA, 95376

Dear Ms. Lane:

At your request, I have prepared an appraisal for the above referenced property, per your instructions as described as follows:

An irregular shaped parcel located at the corner of Fourth Street and West Street, just northerly of Mt. Diablo Avenue. The property is currently improved with multi-unit residential dwellings (medium to high density) used for housing by the San Joaquin County Housing Authority. The scope of this appraisal assignment was to provide an opinion of Market Value for the underlaying land with the hypothetical premise that the property did not have structures in place. The value of the land, as if vacant, recognizes the land is currently improved, however, the land value is as if the land was vacant and ready for construction into the highest and best use.

Please reference page 9 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions:

- The property under appraisal is currently improved with dwelling units and assembly structures. In accordance with the Scope of the Appraisal Assignment, the property under appraisal is as if the parcel were vacant. The value developed and concluded herein is 'AS IF' the property were a vacant land parcel. The value of the property in the 'AS IS' configuration (land and improvements) would be considerably different than the Market Value of the underlying land only.

Extraordinary Assumptions:

- The undersigned reviewed documents from Chicago Title Insurance to confirm the parcel under appraisal and to review/consider and easements which could limit the utility. According to the tile report, the subject property is located within the Tracy Redevelopment Project dated 07/10/1990 and 07/18/1990.

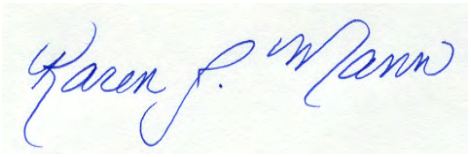
Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

Current As Is Market Value:
The "As Is" market value of the Fee Simple estate of the property, as of 07/06/2019, is

Three Million Eight Hundred Eighty Thousand Dollars
($3,880,000)

The market exposure time preceding 07/06/2019 would have been 5 months and the estimated marketing period as of 07/06/2019 is 3 months.

Respectfully submitted,



Karen J. Mann
AG007008 - Exp 04/29/2020
Certified General Real Estate Appraiser

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	San Joaquin County Housing Authority 301 West Street, Tracy, CA, 95376
Owner:	San Joaquin County Housing Authority
Legal Description:	See following page
Effective Date of Appraisal:	July 6, 2019
Date of Report:	July 17, 2019
Intended Use:	The intended use is for The San Joaquin Housing Authority is submitting this report for a potential grant. Details of the potential grant was not disclosed to the undersigned appraiser.
Intended User(s):	The for use by the San Joaquin Housing Authority and their assignees.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	**Land**	**Improvements**	**Other**	**Tax Rate**	**Taxes**
TaxID	$350,000	$700,000	$35,000	$30.00	$32,550

Notes: Voters of California passed Proposition XIII in 1978. The Proposition provides for the assessment to be based on post Poposition XIII sales transactions. The statewide tax rate is 1% plus any voter approved bond measures which are applicable to a municipality or State Bond. The property taxes have a limit of increase of 2%/year. The current assessed value does not typically reflect the current market value indicators.

Sale History:	The subject has not sold in the last three years, according to public records.
Current Listing/Contract(s):	The subject is not currently listed for sale, or under contract.

Land:

Land Summary						
Parcel ID	**Gross Land Area (Acres)**	**Gross Land Area (Sq Ft)**	**Access**	**Corner Lot**	**Topography**	**Shape**
301 West Street, Tracy, CA	6.85	298,386	Good	is	Level	Trapazoidal

Notes: Subject is a single parcel with an overall trapazoidal shape, although flag lot configuration (L shaped) parcel. The property is surrounded on three sides by residential properties and the forth side (northerly) with railroad tracks. The property is valued in the "hypothetical" configuration as a vacant land parcel. It is acknowledged the parcel is currently improved, however, the Scope of this Assignment was to develop the Land Value of the underlaying parcel, as if vacant.

Improvements: **This appraisal is based on the valuation as if configured as a vacant land parcel; improvements currently in place are not included in this valuation.**

Zoning: MDR - Medium Density Residential

Highest and Best Use of the Site: The highest and best use of the property under appraisal, as if vacant, is as a medium density residential development. This site has a capacity of up to 49 dwelling units based on current Zoning Ordinances.

Highest and Best Use as Improved: This valuation is based on as if the property under appraisal was a vacant land parcel.

Type of Value: Market Value

VALUE INDICATION & CONCLUSION

Land Value – Sales Comparison Approach: $3,880,000

Cost Approach: Not applicable

Income Approach: Not applicable
Direct Capitalization

Reconciled Value – Market Value:

	As If Vacant Land
Value Conclusion(s)	$3,880,000
Effective Date (s)	07/ 06/2019
Property Rights	Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Mann & Associates - Real Estate Appraisal & Expert Witness Services. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Mann & Associates - Real Estate Appraisal & Expert Witness Services's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Heidi Lane, Purchasing Agent San Joaquin County Housing Authority. The problem to be solved is to estimate the market value of the underlaying land (no value to the current structures in place) of the property identified as the subject property, as of the effective date of this report. The appraisal is developed with the hypothetical value as if the property were configured only as a vacant land parcel. The intended use is for The San Joaquin Housing Authority is submitting this report for a potential grant. Details of the potential grant was not disclosed to the undersigned appraiser.. This appraisal is intended for the use of for use by the San Joaquin Housing Authority and their assignees.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	The undersigned personally observed the property from the periphery and drove on-site on paved areas. Due to the presence of residents and an abundance of children, on-site photos were not available; therefore, aerial photographs of the subject will be included.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Value of the underlying land (with no consideration of the value of the current improvements).
Valuation Analyses	
Cost Approach:	A cost approach was not applied as there is adequate data to develop a land value and the depreciation accrued to the improvements can be reasonably measured.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An income approach was not applied as the subject is an income producing property and there is adequate data to develop a value estimate with this approach.
Hypothetical Conditions:	• The property under appraisal is currently improved with dwelling units and assembly structures. In accordance with the Scope of the Appraisal Assignment, the property under appraisal is as if the parcel were vacant. The value developed and concluded herein is 'AS IF' the property were a vacant land parcel. The value of the property in the 'AS IS' configuration (land and improvements) would be considerably different than the Market Value of the underlying land only.
Extraordinary Assumptions:	• The undersigned reviewed documents from Chicago Title Insurance to confirm the parcel under appraisal and to review/consider and easements which could limit the utility. According to the tile report, the subject property is located within the Tracy Redevelopment Project dated 07/10/1990 and 07/18/1990.

Market Area Analysis

Market Area Analysis

Area Description & Boundaries

The neighborhood boundaries extend to the City Limits; the City of Tracy is surrounded by agricultural land of the westerly portion of the Central Valley. The property is located at the "gateway" from the San Francisco Bay Area (westerly) to the Central valley of the State of California. Highway 580/205 traverses through the northerly area of the City and Interstate 5 is located on the easterly side of Tracy. The current population is estimated to be some 91,000 residences.

Area & Property Use Characteristics

						Up	Stbl	Dn
Location		Urban	X	Suburban	Rural	Population Trend	X		
Build Up		Over 75%		25% to 75%	Under 25%	Employment Trend	X		
Built Up	X	Fully Dev.		Rapid	Steady	Slow	Personal Income Level		X	
Property Values				Increasing	X	Stable	Declining	Retail Sales		X	
Demand/Supply			X	Shortage		In Balance	Over Supply	New Construction	X		
Vacancy Trend				Increasing	X	Stable	Declining	Vacancy Trend		X	
Change in Economic Base				Likely		Unlikely	Taking Place	Rental Demand		X	

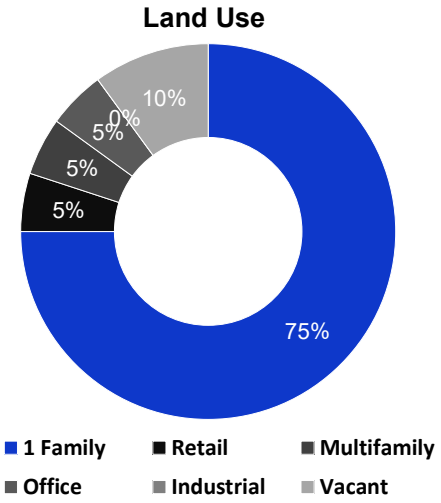
Land Use Trends

Present Land Use		Supply/Demand Under	In Bal.	Over	Vacancy
75%	1 Family		x		3%
5%	Retail		x		5%
5%	Multifamily		x		2%
5%	Office		x		5%
0%	Industrial				
10%	Vacant		x		
100%					

Change in Land Use

Likely	
Not Likely	X
Taking Place	

Land uses in the neighborhood consist of railroad tracks (north), vacant land, single family residences, school, retail uses on arterial streets, and community parks



Adjacent Property Use

Adjacent property uses include multi family units; homes on excess land (former farms); school and community park, railroad tracks and railroad easement.

Location Map

Aerial Map/Photo

Property Description

Land Summary						
Parcel ID	**Gross Land Area (Acres)**	**Gross Land Area (Sq Ft)**	**Access**	**Corner Lot**	**Topography**	**Shape**
301 West Street, Tracy, CA	6.85	298,386	Good	is	Level	Trapazoidal

Notes: Subject is a single parcel with an overall trapazoidal shape, although flag lot configuration (L shaped) parcel. The property is surrounded on three sides by residential properties and the forth side (northerly) with railroad tracks. The property is valued in the "hypothetical" configuration as a vacant land parcel. It is acknowledged the parcel is currently improved, however, the Scope of this Assignment was to develop the Land Value of the underlaying parcel, as if vacant.

SITE	
Location:	Subject is located at the southwesterly corner of 340 W. Fourth Street and 301 West Street in the City of Tracy, County of San Joaquin.
Current Use of the Property:	The property under appraisal is being appraised 'as if' the property was vacant and slated for use in the Highest and Best Use. It is recognized that the property is current developed into housing for residents who qualify for living area within the San Joaquin County Housing Authority.
Site Size:	Total: 6.85 acres; 298,386 square feet
Shape:	The site is essentially trapezoidal and is flag shaped.
Frontage/Access:	The subject property has good access with frontage as follows: • Fourth Street: 432 feet • West Street: 958 feet
Visibility:	Average
Topography:	Level
Soil Conditions:	Typical for area
Utilities:	Electricity: PG&E Sewer: Municipal Water: Municipal Natural Gas: PG&E Underground Utilities: Municipal
Site Improvements:	• Municipal • Concrete sidewalk

Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area. (See Included Map) FEMA Map Number: 06077C0735F FEMA Map Date: October 16, 2009 The subject is not in a flood zone.
Environmental Issues:	Subject is located just southerly of railroad tracks and railroad easement, which could result in external obsolescence due to railroad noise.
Encumbrance / Easements:	Recorded easement for Pacific Coast Oil Company (11/27/1901), City of Tracy for utilities and public facilities (03/04/1998), easement to Comcast (03/29/2013) and 04/28/2017)

Legal Description

For APN/Parcel ID(s): 235-420-16

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and partly outside of the limits of the City of Tracy in San Joaquin County, California, and being portions of Lots 16, 17, 18 and 19 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Southeast corner of said Lot 19, being the intersection of the West line of West Street with the North line of Mt. Diablo Avenue; thence along the East line of said Lot 19, being the West line of West Street, North 0°05'30" West, 859.15 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 286.83 feet to a point in the West line of said Lot 16; thence along the West line of said Lot 16, South 0°16' West, 734.70 feet to the Southwest corner of said Lot 16; thence along the South line of said Lots 16, 17, 18 and 19, being the North line of Mt. Diablo Avenue South 89°44' East, 263.82 feet to the point of beginning.

PARCEL TWO:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lots 16, 17, 18 and 19 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 19, being the intersection of the West line of West Street with the Southerly line of Fourth Street; thence along the Northerly line of said Lots 19, 18, 17 and 16, being the Southerly line of Fourth Street, South 64°33'30" West, 286.14 feet to the Northwest corner of said Lot 16; thence along the West line of said Lot 16, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of 400 foot Congressional Grant right of way, North 64°33'30" East, 286.83 feet o a point in the East line of said Lot 19; thence along the East line of Lot 19, being the West line of West Street, North 0°05'30" West, 99.59 feet to the point of beginning.

PARCEL THREE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 14 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Commencing at the Northwest corner of said Lot 14, being a point in the Southerly line of Fourth Street bearing South 64°33'30" West, 432.64 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the West line of said Lot 14, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company, and being the Northwest corner and TRUE POINT OF BEGINNING of the within described tract of land; thence continue along the West line of said Lot 14, South 0°1' West, 297.61 feet to a point in the City of Tracy South Boundary as said South boundary is shown on said map of Mountain View Acres; thence along said City of Tracy South boundary, South 89°46'30" East, 66.00 feet to a point in the East line of said Lot 14; thence along the East line of said Lot 14, North 0°16' East, 329.34 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 73.25 feet to the true point of beginning.

PARCEL FOUR:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 14 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more

particularly described as follows:

Beginning at the Northwest corner of said Lot 14, being a point in the Southerly line of Fourth Street, bearing South 64°33'30" West, 432.64 feet from the intersection of the Southerly line of Fourth Street and the West line of West Street; thence along the West line of said Lot 14, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along the Southerly line of said 400 foot Congressional Grant right of way, North 64°33'30" East, 73.25 feet to a point in the East line of said Lot 14; thence along the East line of said Lot 14, North 0°16' East, 99.89 feet to the Northeast corner of said Lot 14; thence along the Northerly line of said Lot 14, being the Southerly line of Fourth Street, South 64°33'30" West, 73.25 feet to the point of beginning.

PARCEL FIVE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 15 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

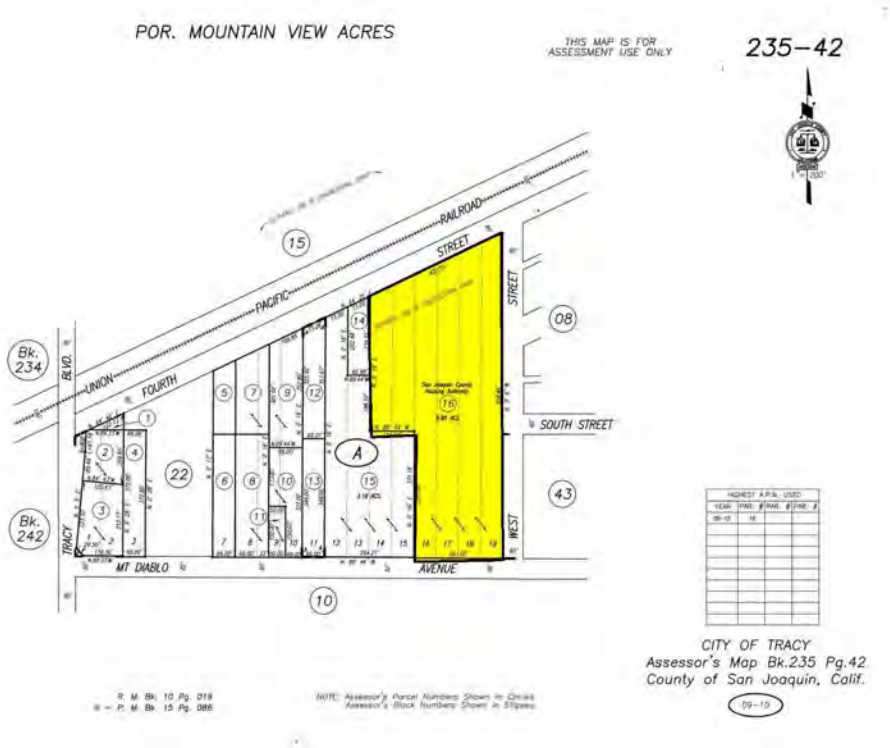
Commencing at the Northeast corner of said Lot 15, being a point in the Southerly line of Fourth Street, bearing South 64°33'30" West, 286.14 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the East line of said Lot 15, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company, and being the Northeast corner and the TRUE POINT OF BEGINNING of the within described tract of land; thence along the Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 73.25 feet to a point in the West line of said Lot 15; thence along the West line of said Lot 15, South 0°16' West, 329.34 feet to a point in the City of Tracy South Boundary as said South Boundary is shown on said map of Mountain View Acres; thence along the City of Tracy South Boundary, South 89°46'30" East, 66.00 feet to a point in the East line of said Lot 15; thence along the East line of said Lot 15; thence along the East line of said Lot 15, North 0°16' East, 361.06 feet to the true point of beginning.

PARCEL SIX:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 15 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 15, being a point in the Southerly line of Fourth Street, bearing South 63°33'30" West, 286.14 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the Northerly line of said Lot 15, being the Southerly line of Fourth Street, South 64°33'30" West, 73.25 feet to the Northwest corner of said Lot 15; thence along the West line of said Lot 15, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, North 64°33'30" East, 73.25 feet to a point in the East line of said Lot 15; thence along the East line of said Lot 15, North 99.89 feet to the point of beginning.

Plat Map


POR. MOUNTAIN VIEW ACRES
THIS MAP IS FOR ASSESSMENT USE ONLY
235–42
RAILROAD
PACIFIC
UNION
FOURTH
STREET
SOUTH STREET
WEST
AVENUE
MT DIABLO
TRACY
BLVD.
Bk. 234
Bk. 242
22
43
08
10
15
A
CITY OF TRACY
Assessor's Map Bk.235 Pg.42
County of San Joaquin, Calif.

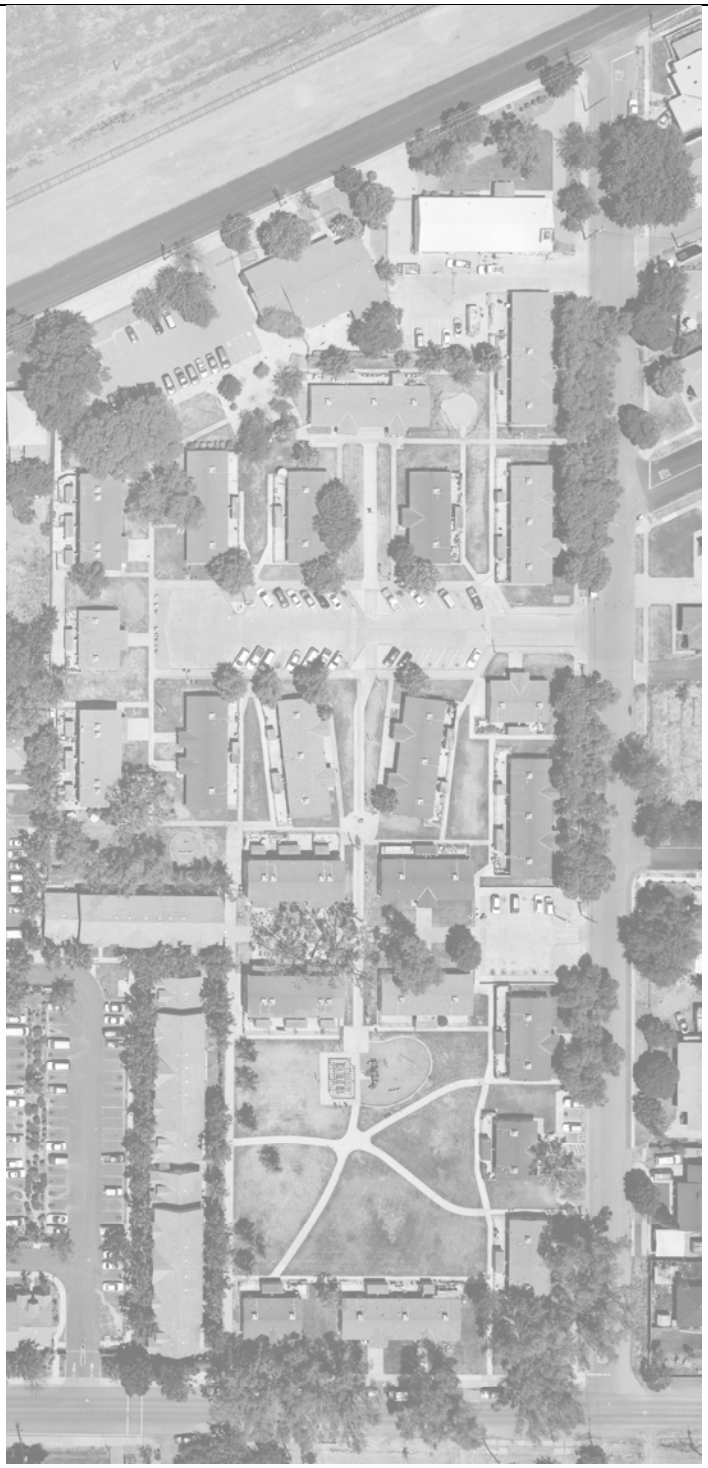
Flood Map

InterFlood by a la mode
Prepared for: Mann & Associates
340 W 4th St
Tracy, CA 95376
300 yards
bing
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 06077C0735F
Zone: X
Map Date: October 16, 2009
FIPS: 06077
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area
Powered by CoreLogic®

Improvements Description

Development/Property Name:	San Joaquin County Housing Authority
Property Type:	Residential
Overview:	This property is appraised (for this appraisal report) as if the improvements were not present as of the effective date of this appraisal report.

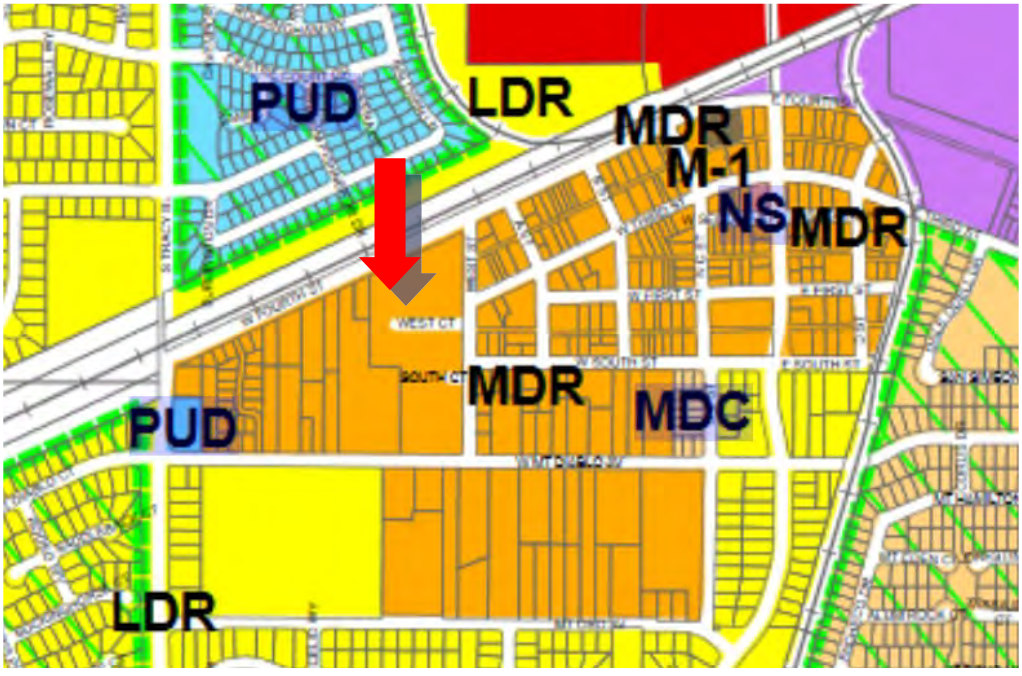
Subject Aerial Photograph



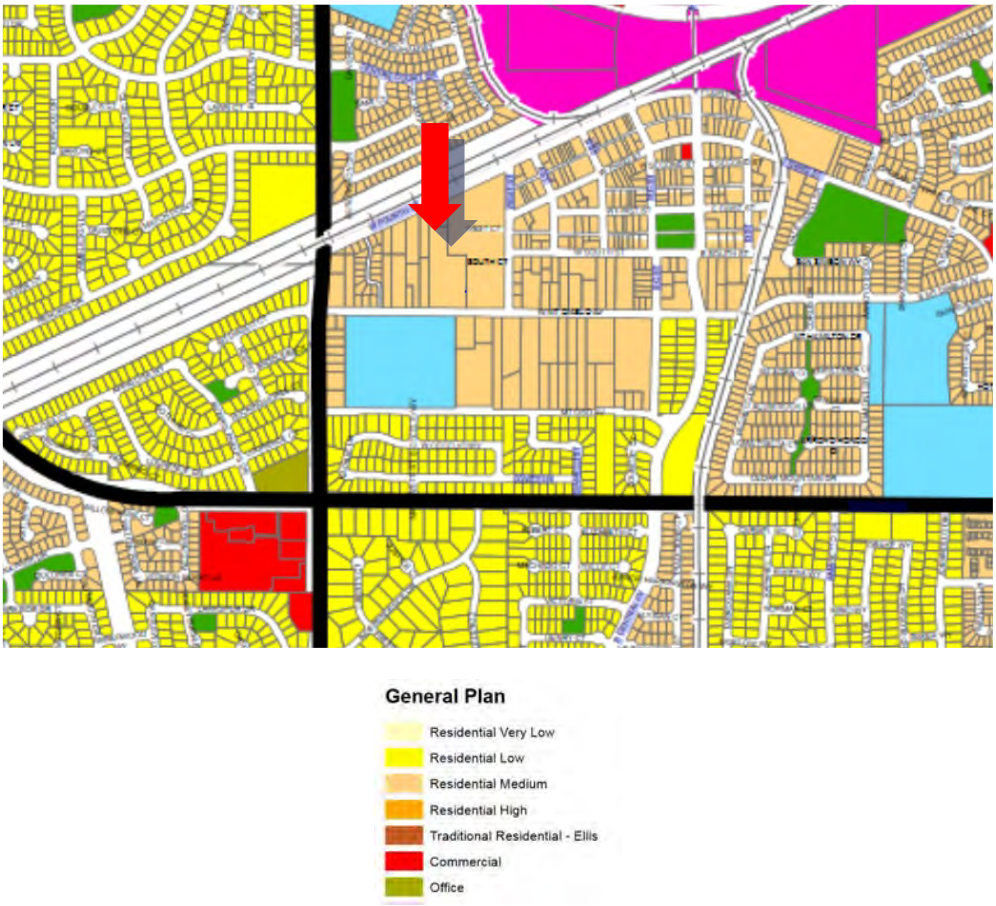
Zoning

LAND USE CONTROLS	
Zoning Code	MDR - Medium Density Residential
Zoning Description	See following information (Map & Ordinance)
Actual Density of Use	As if Vacant Land – no density in place
Current Use Legally Conforming	As a vacant parcel - yes, it is a conforming use
Zoning Change Likely	Not anticipated
Zoning Comments	The current zoning was obtained from the City of Tracy Zoning Maps (as published). The General Plan for the subject parcel is Residential Use - Medium Density; therefore, the General Plan and the Zoning area not in conflict. A summary of a portion of the Zoning Ordinance and Zoning map follow.

Zoning Map



General Plan Map



Zoning Ordinance (summary)

Purpose of MDR (Medium Density Residential Zone is designed to provide for apartments, multiple-family dwellings, dwelling groups, and supporting uses and to be utilized in appropriate locations within the areas designated medium-density residential with a density range of five and nine-tenths (5.9) to twelve and no/tenths (12.0) dwelling units per gross acre by the General Plan.

Permitted uses include; Single family residence, two family or multiple family dwelling, dwelling group or apartment house; boarding and rooming house; Emergency homeless shelter, Single Room Occupancy facility, Public park, building or school.

Minimum lot size; 6,000 sf

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
    - **The legal uses would be the uses as identified in the MDR Zoning Ordinance.**

2. **Physically Possible:** To what use is the site physically adaptable?
    - **Residential uses and similar uses as identified in the MDR Zoning Ordinance are physically possible on this site.**

3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
    - **The use which will bring the highest return to the owner on the site would be for a residential development (subdivision) with up to 49 dwelling units for the subject parcel.**

4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?
    - **The development of the parcel into a 49 dwelling unit property via apartments and/or other residential dwelling configuration**

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for The highest and best use of the property under appraisal, as if vacant, is as a medium density residential development. This site has a capacity of up to 49 dwelling units based on current Zoning Ordinances..

The current use (as a vacant land parcel) is not the highest and best use as the demand for housing if very strong.

Valuation Methodology

The Valuation Process is an organized, methodological, path in which to consistently perform an appraisal report. This Process is the basis of each appraisal report, although, the variety of properties and purposes of appraisal may require some adaptation to parts of the overall process.

DEFINITION OF THE PROBLEM

- ***Identify the property***, with the use of the street address and/or the legal description.
- ***Identify the property rights***, which is identified by the form of ownership rights, and the legal estate (fee simple, leased fee, or leasehold).
- ***Identify the use of the appraisal***, by the client's needs or requirements.
- ***Definition of value*** utilized in the appraisal report. The value could be a historical value, insurance value or Market Value
- *Identification of the **date of the value** estimate. It is not uncommon for the need of a historical value or an anticipated value. Therefore, the Date of Value must be clearly identified - which may very well be a different date than the date of inspection and the date of the collection of all the data.*
- *Identify the **scope of the appraisal**. Within the scope of the appraisal*
- *the appraiser identifies the steps taken and the extent of value collection.*
- *The extent of the valuation process is also addressed.*
- ***Disclose other limiting conditions** which this report is subject to.*

PRELIMINARY ANALYSIS AND DATA SELECTION & COLLECTION

- ***General Data*** - The general analysis involves the collection of data from the region, city, and neighborhood. This information should address the social, economic, governmental and environmental issues of the area. This information is helpful in observing local trends and identifying value influences.
- ***Specific*** - The specific data includes obtaining the legal, cost, financing, income, expenses, physical information of the land and improvements. At this point an analysis can be made of the supply and demand currently with additional observations of anticipated future trends.
- ***Competitive Supply and Demand*** - Research the inventory of competitive properties that are currently listed on the open market place and the closed sales which illustrate a pattern for a historical period prior to the effective date of the appraisal report.

HIGHEST AND BEST USE ANALYSIS

- ***Value the Site, as if vacant*** - this is to consider alternate choices, which would be physically possible, legally possible, financially feasible, and would provide maximum value to the property. This exercise is the beginning of the identification of the direction of the value process.

THREE VALUTION APPROACHES

- ***Cost Approach*** - this is the process of calculating either the Reproduction Cost or the Replacement Cost new of the improvements, less Accrued Deprecation on the improvements. The Accrued Depreciation accumulates the Physical, Functional and External loss of value and is added to the remainder of the improvement costs. This valuation approach is not applicable for the value of vacant land and was therefore excluded.

- ***Sales Comparison Approach*** - utilized recently sold and closed sales of similar type properties, which can provide illustrations of the similarities and differences as observed by the marketplace. The appraiser's task is to analyze the component or contributory portions of the properties in order to determine the markets contributory value for each factor. This is the valuation method utilized in this appraisal analysis.

- ***The Income Approach*** - is viable for income-producing property only. The income approach measures the income stream and with the interpretation of the present worth of future income. The subject configured as a vacant land parcel would not typically bring an income into the owner; therefore, this valuation method was not utilized.

RECONCILIATION

- All the appropriate valuation procedures are discussed and a single value or a range of value is expressed at this point.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

I have researched four comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction.

Land Comparable 1

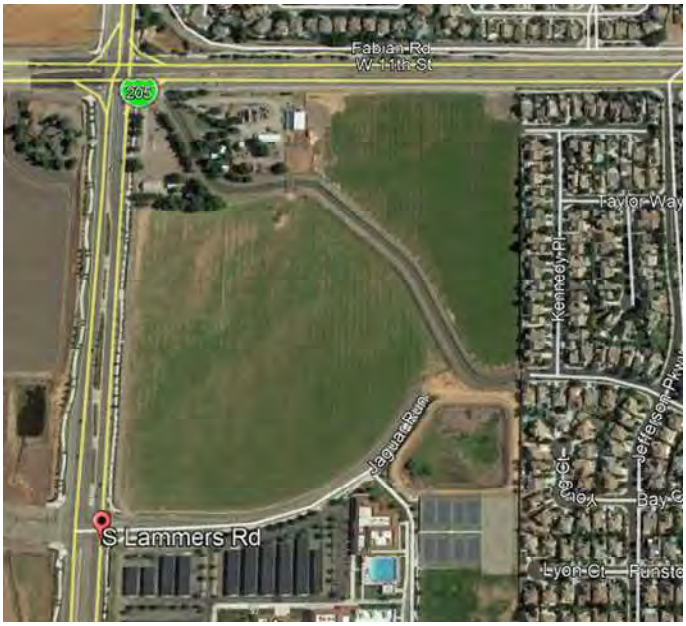
Transaction			
ID	1120	**Date**	5/21/2019
Address	Hepburn Street	**Price**	$7,440,000
City	Tracy	**Price Per Land SF**	$14.52
State	CA	**Financing**	Mortgage of $6,940,000
Tax ID	242-040-55	**Property Rights**	Fee Simple
Grantor	Corral Hollow	**Days on Market**	Unknown
Grantee	Taylor Morrison of California	**Verification Source**	Costar; MLS

Site			
Acres	11.8	**Topography**	Level
Land SF	512,266	**Zoning**	PUD - LDR per GP
		Flood Zone	None Known
Shape	Roughly rectangular	**Encumbrance or**	Typical utility easements
Utilities	Nearby	**Environmental Issues**	None known

Comments

This property sold with the anticipation of development into a residential development. The property was sold as vacant land without approvals in place. The parcel is part of the general plan for a residential development of medium density.

Land Comparable 2



Transaction			
ID	1121	**Date**	9/7/2018
Address	4520 S. Lammers Rd.	**Price**	$12,045,000
City	Tracy	**Price Per Land SF**	$20.20
State	CA	**Financing**	Cash
Tax ID	240-140-044, 045 and 046	**Property Rights**	Fee Simple
Grantor	Surland Communities LLC	**Days on Market**	Not disclosed
Grantee	Woodside 05N LP	**Verification Source**	Costar & Brokers

Site			
Acres	13.7	**Topography**	Level
Land SF	596,336	**Zoning**	Ellis Specifi Plan - Village
		Flood Zone	No
Shape	Irregular	**Encumbrance or**	None known
Utilities	Nearby	**Environmental Issues**	Adjacent to Delta

Comments

This property is part of a larger development under the Ellis Specific Plan. The development is anticipated to have between 1000 and 2500 detached single family homes, attached homes open space and some commercial uses. The portion of the property is an assembly of three parcels slated for development into Medium Density residential use (per General Plan).

Land Comparable 3

Transaction			
ID	1122	**Date**	9/20/2018
Address	Tracy Hills Rd	**Price**	$12,950,000
City	Tracy	**Price Per Land SF**	$16
State	CA	**Financing**	Cash
Tax ID	253-360-17	**Property Rights**	Fee Simple
Grantor	Tracy Phase I LLC	**Days on Market**	Not disclosed
Grantee	Shea Homes	**Verification Source**	Costar and Brokers

#REF!

Site			
Acres	19.0	**Topography**	Rolling Hill
Land SF	827,640	**Zoning**	LDR - Low Density
		Flood Zone	No
Shape	Irregular	**Encumbrance or**	Easements on record
Utilities	None	**Environmental Issues**	Delta Mentota Canal just

Comments

This property is located in the Tracy Hills development which is currently in process of construction of Phase 1. This is a master planned community with Shea Homes, Meritage Homes and Lennar Homes as the project builders. This parcel is slated to contain some 74 single family residences, however, the tract does not yet have finaled map or plans. The property was reported to have sold for land value only, no development value.

Land Comparable 4

Transaction

ID	1123	**Date**	6/21/2018
Address	2660 W. Byron Rd	**Price**	$1,615,000
City	Tracy	**Price Per Land SF**	$7
State	CA	**Financing**	1031Exchange
Tax ID	238-050-13	**Property Rights**	Fee Simple
Grantor	John W. Hinrichs	**Days on Market**	328
Grantee	Rashed Ilham	**Verification Source**	Public Record; MLS

#REF!

Site

Acres	5.0	**Topography**	Level
Land SF	217,800	**Zoning**	MDR
		Flood Zone	No
Shape	Rectangular	**Encumbrance or**	None known
Utilities	Nearby	**Environmental Issues**	None known

Comments

This is a sale of a 5 acre parcel with a 2 BR home on site (built in 1940). The house is slated for interim use only and will be demolished. The property is zoned MDR (medium density residential) . No approvals as of the date of sale, however, the property is slated for a residential subdivision with 10 dwelling units per acre feasible under the General Plan and the Zoning Ordinance. An abandoned rail line is located across the street, therefore, the presence of the rail line is not currently determined to be an adverse factor.

Comparables Map

Analysis Grid

The previously referenced comparables have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied as observed in the market.

Land Analysis Grid		**Comp 1**		**Comp 2**		**Comp 3**		**Comp 4**	
Address	301 West Street	Hepburn Street		4520 S. Lammers Rd.		Tracy Hills Rd		2660 W. Byron Rd	
City	Tracy	Tracy		Tracy		Tracy		Tracy	
State	CA	CA		CA		CA		CA	
Date	0706/2019	5/21/2019		9/7/2018		9/20/2018		6/21/2018	
Price	--	$7,440,000		$12,045,000		$12,950,000		$1,615,000	
Land SF	298,386.00	512,265.60		596,336.40		827,640.00		217,800.00	
Land SF Unit Price	$0.00	$14.52		$20.20		$15.65		$7.42	
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Mortgage of $6,940,000	0.0%	Cash	0.0%	Cash	0.0%	1031Exchange	0.0%
Conditions of Sale	Arms Length	Arms Length	0.0%	Arms Length	0.0%	Arms Length	0.0%	Arms Length	0.0%
Adjusted Price		**$14.52**		**$20.20**		**$15.65**		**$7.42**	
Market Trends Through	0706/2019			0.0%		0.0%		15.0%	
Adjusted Price		$14.52		$20.20		$15.65		$8.53	
Location	Ave- RR Trx	Average		Average		Average		RR Trx/Abndn	
% Adjustment		0%		0%		-10%		0%	
$ Adjustment		$0.00		$0.00		$0.00		$0.00	
Land SF	298386.00	512265.60		596336.40		827640.00		217800.00	
% Adjustment		5%		5%		15%		0%	
$ Adjustment		$0.73		$1.01		$2.35		$0.00	
Topography	Level	Level		Level		Rolling Hill		Level	
% Adjustment		0%		0%		-5%		0%	
$ Adjustment		$0.00		$0.00		-$0.78		$0.00	
Zoning	MDR - Medium	PUD - LDR per GP		Ellis Specifi Plan -		LDR - Low Density		MDR	
% Adjustment		-10%		-20%		-10%		0%	
$ Adjustment		-$1.45		-$4.04		-$1.57		$0.00	
Site exposure	Average	Aveage		Average		Average		Thoroughfare	
% Adjustment		0%		0%		0%		20%	
$ Adjustment		$0.00		$0.00		$0.00		$1.71	
Utilities	PG&E, Municipal,	Similar		Similar		Simlar		Nearby	
% Adjustment		0%		0%		0%		15%	
$ Adjustment		$0.00		$0.00		$0.00		$1.28	
Entitlements	None	Prelim Approvals		Specifc Plan Area		Plan Area		None	
% Adjustment		-10%		-10%		-10%		0%	
$ Adjustment		-$1.45		-$2.02		-$1.57		$0.00	
Adjusted Price		**$12.34**		**$15.15**		**$14.09**		**$11.52**	
Net Adjustments		-15.0%		-25.0%		-10.0%		35.0%	
Gross Adjustments		25.0%		35.0%		40.0%		35.0%	

Comparable Land Sale Adjustments

Property Rights
All comparables utilized sold in the fee simple interest.

Conditions of Sale
All comparables utilized sold in arms length agreements.

Economic Trends – Market Condition
The demand for housing has been strong for the last two years. During that time developer are seeking land to develop into residential housing. Comp #4 was adjusted upward some 15% to reflect the change in market condition (formerly known as a time adjustment).

Location
No locational adjustments were made as the comparables are generally similar.

Land SF
Land area differences are recognized in this analysis. In accordance with the Principle of Diminishing Returns, the larger the parcel – the lower the SP/SF of land area and visa versa. In this case, Comp #4 has the most similar sized land area; no adjustments were applied. Comparable #2 and #3 are approximately twice as large as the subject, therefore an upward adjustment was applied. Comp #3 is significantly larger than the subject therefore a larger upward adjustment was applied.

Topography
Comp #3 is located in a rolling hill area of Tracy; a superior downward adjustment was applied.

Zoning
The zoning for each property was considered as the legal use is determined by the zoning designation. Comp #4 has the most similar zoning as subject. Comparables #2, #3 and #4 each have superior potential residential zoning density and downward adjustments were applied.

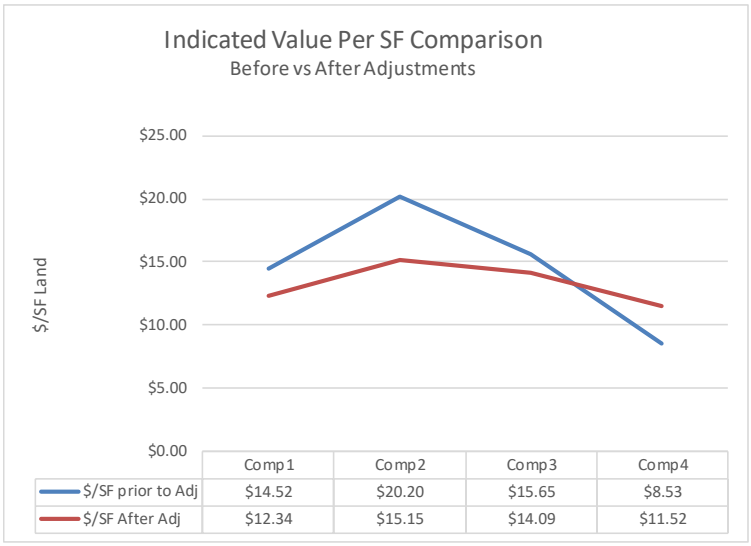
Site exposure
Comp #4 is located on a busy thoroughfare location, generally considered inferior due to increase traffic noise/congestion.

Entitlements

Subject and Comp #4 lack preliminary approvals, tentative maps or subdivided parcels which would be considered under the Entitlement heading. Comparables #1, #2 and #3 each have superior preliminary approvals for residential development; although no report of tentative maps at this point.

Sales Comparison Approach Conclusion – Land Valuation

The following graph will illustrate the Indicated Value for each Comparable as compared to the subject property. The range is fairly narrow which provides increased confidence in the conclusion and the analysis herein. Comp #1 is most recent and Comp #4 is most similar in land area and zoning. It is acknowledged that the zoning and the current status of Comps #2 and #3 are superior when compared to the subject. I can conclude that $13.00/SF of land area is well supported and justified by the market as the Market Value per square foot of land as if the property was vacant land as of July 6, 2019.



Land Value Ranges & Reconciled Value				
Number of Comparables:	**4**	**Unadjusted**	**Adjusted**	**% Δ**
Low:		$7.42	$11.52	55%
High:		$20.20	$15.15	-25%
Average:		$14.45	$13.27	-8%
Median:			$13.21	0%
Reconciled Value/Unit Value:		Per SF	$13.00	
Subject Size:		6.85 Ac	298,386.00	
Indicated Value:			$3,879,018	
Reconciled Final Value:		3,880,000		

THREE HUNDRED EIGHT HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100

Final Reconciliation

The process of reconciliation involves the analysis of each applicable approach to value. In this case, only the sales comparison approach is utilized for the development of the land value; as this is the only applicable valuation method appropriate.

Value Indications

Land Value-Sales Comparison Approach: $3,880,000

Cost Approach: Not applicable

Income Approach: Not applicable

Cost Approach

The cost approach is not a valid valuation method for vacant land value as the property is being appraised without the improvements.

Income Approach – Direct Capitalization

The lack of improvements and the lack of an income stream attributable to the land and the improvements results in the lack of viability of the Income Approach. Therefore, the Income Approach was not utilized in this analysis.

Sales Comparison Approach

The Sales Comparison Approach is the only viable method for the appraiser to determine the current Market Value of the property under appraisal. The Sales Comparison Approach examines the data from within the subject market which would result in a value conclusion. Some of the aspects of the analysis include a review of the demand, the utility of the property the salability of the property and the transferability of the property under appraisal. Comparables are searched with as many similarities as the subject and are then compared to the subject. Every effort is made for the appraiser to observe the trend and to apply adjustments to each comparable in order to make the comparable as similar to the subject as possible. After the adjustments are applied, it is the appraisers' goal to determine the most probable price the property would sell for if exposed to the open marketplace.

Value Conclusion

Based on the data and analyses developed in this appraisal, I have reconciled to the following value conclusion(s), as of 07/06/2019, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value:

Premise: As If Vacant Land Parcel as of 7/6/2019

Interest: Fee Simple

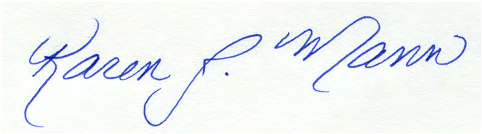
Value Conclusion: $3,880,000

Three Million Eight Hundred Eighty Thousand Dollars

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- Karen J. Mann has made a cursory inspection of the subject property from the periphery.



Karen J. Mann – AG007008
Certified General Appraiser, exp 04/29/2020

Addenda

QUALIFICATIONS

Karen J. Mann
STATE CERTIFIED - GENERAL APPRAISER
www.mannappraisal.com
karen@mannappraisal.com
California License #AG007008 - Exp April 29, 2020

PROFESSIONAL ORGANIZATION MEMBERSHIPS & POSITIONS:

Appraisal Institute, **Senior Residential Appraiser designation (SRA) – 1987**

2007 – Vice Chair – Leadership Development & Nominating Committee
2005-2007 National – Leadership Development and Nominating Committee
2005-2007 National Committees – Education Committee
2003-2005 Chapter Services Chair, Region I
2002 Northern California-Chapter President
2001 Northern California - Chapter Vice President
2000 Northern California - Chapter Treasurer
1999 Northern California - Chapter Secretary
2002-2005 National Committee-Education Publication
2003-2005 National Committee – Chapter Services Committee
1998-2004 National Committee - Residential Admissions Board
1995-2001 National Committee - Communications Committee
1995-2001 National Committee - Public Relations Committee
1994-2003 Region I Representative
1994 South Bay Chapter President
1993 South Bay Chapter 1st Vice President
1992 South Bay Chapter Secretary
1990-96 South Bay Chapter Director
1989-96 Chairman of Vendors Faire of the Monterey Bay Appraisal Seminar
Reviewer of The Dictionary of Real Estate Appraisal, Fifth Edition

American Society of Appraisers, **(Awarded 2 designations as follows)**

ASA -Urban / Commercial - 1996 ASA – Residential 1986

1995-96 Chapter 42 (San Jose Chapter) - President
1994-95 Chapter 42 (San Jose Chapter) - 1st Vice President
Active Chapter member since 1986 – San Jose and San Francisco Chapters
2013 – 2014 Elected, Secretary/Treasurer RP Committee for RP Discipline
2013 – 2014 RP Governance Chair
Real Property Committee member (2007-2015)
Speaker – Hollywood National Meeting (8 hour seminar developed)
- Education Trained
- Speaker – San Antonio National Meeting (Seminar on Religious property Valuation)

2012 – 2015 ASA- CA – Chairperson (California coalition for lobbying efforts in the State of California)

Royal Institution of Chartered Surveyors, **MRICS designation in 2009**

Largest International Valuation and Related Studies organization

- Real Property Committee Member of the Americas (2011 – 2013)

FEWA – Forensic Expert Witness Association,
Sacramento/Sierra Chapter, Chairman (2012/2013)
Course: April, 2012 – SEAK Expert Witness (3 days), Las Vegas, NV

PROFESSIONAL AWARDS AND OTHER ASSOCIATION SERVICE & AFFILIATION

- APPRAISAL FOUNDATION
  - Served on SEC committed regarding effects of Financing Concessions
- Delegate to Romania to meet with appraisers from that country– American Society of Appraisers)
- YMCA - Fremont & Newark-Board of Members & awarded Hall of Partners
- Golden West F. C. U. – Served on the Board of Directors for two years
- LEADS Club - Leader of the Year
- Member of Bay East MLS Association
- Chamber of Commerce - Fremont – served on the Board of Directors
- Chamber of Commerce – Discovery Bay – served on the Board of Directors
- Graduate of Leadership 2000 Program - Fremont Chamber of Commerce
- Discovery Bay Yacht Club – Rear Commodore (2008 – 2009) & Vice Commodore (2010), Commodore (2011) – Jr. Staff Commodore (2012) – Staff Commodore (2013+)
- Awarded the Blue Gavel – International Past Commodores Association
- Karen was appointed onto the CEO search committee for Appraisal Institute and for FEWA
- Appeared in the Technology Today - Video (1995) for the Appraisal Institute
- Was appointed to the 717 Task Force for Education (2004) – Appraisal Institute
- Was appointed to the Center for Property Economics - Planning (2001) – Appraisal Institute
- Chair of the Summer Conference – Residential Seminars – Toronto (2004) – Appraisal Institute
- Published “Beat the Clock and Make More Money” Published in VIP magazine for the Appraisal Institute (Fall, 2004)
- Was the subject of the feature article by US Chamber of Commerce High Tech Office (1994)
- Served on the merger “task force” for Northern California, San Jose, Monterey, Fresno, and Central Valley Chapters – Appraisal Institute
- Speaker (3 years) at Appraisal Today Conference in South San Francisco
- Leadership Development Coordinator of 2008 Retreat – San Francisco Chapter of ASA
- Was interviewed by various newspapers between 2006 – 2013 including Wall Street Journal and Bloomberg News regarding the trends in the appraisal industry

AUTHORED SEMINARS

- Beat the Clock and Make More Money
- Incredible Income Opportunities for Residential Appraisers
- Profitable Appraising
- Building New Skillsets for Appraisers
- How to Measure Buildings and Calculate the Building Areas
- How to operate Virtual Office and why
- Valuation of Religious Properties – it takes more than a Prayer
- Vexing Valuation Issues – How to work with an Appraiser
- Valuing Religious Properties – It takes more than a Prayer

FEDERAL GOVERNMENTAL ADVISORY PARTICIPATION:

- Provided testimony regarding the "Appraisal Regulatory Process", June 2012 to the U.S. House of Representatives in Washington DC
  - (June 2012 Testimony was filmed and on C-Span)
- Provided testimony regarding the "causes and what I knew and when" about the current Federal Financial Crisis. The FCIC will then report to the President and Congress regarding the current financial/banking crisis (September, 2010) (see www.fcic.gov)
- Quoted in "The Financial Crisis Inquiry Report", authorized edition January 2011

Expert Witness and/or 730 Expert in the following Courts (a variety of property types) – which included the preparation of an Appraisal Report, deposition and trial testimony (both bench and jury trials).

- Alameda County Superior Court
- Alameda County Tax Court
- Santa Clara County Superior Court
- Contra Costa County Superior Court
- San Francisco Superior Court
- Marin County Superior
- FEWA Forensic Expert Witness Association, past member

EXPERIENCE:

1989-Present

President/Chief Appraiser of Mann and Associates

- A woman owned business – Incorporated in 1989
- Offices in Fremont, Discovery Bay, Brentwood and San Jose (2000 - 2008)
- Managed and reviews appraisals of my employees (up to 17 appraisers); continued education and developed business to flex with the economy.
- Budgets and fiscal oversight, growth and goals
- Oversee and develop operations for staff (clerical and appraisal)
- Provide motivation and education to staff and self
- Developed database system and developed a Virtual Office model for appraisers
- Developed and implemented "state of the art" technology prior to the mainstream use of such technology
- Expanded and contracted the physical firm as the market dictated
- Provide financial support for advanced education opportunities to staff on a mandated annual basis
- Provide appraisal services to an array of clients including attorneys, banks, mortgage brokers and CPA's.

May 1985-Sept. 1989	Independent Fee Appraiser & Partner of Lidster-Mann Assoc. • Achieved Vice Presidency of the firm and shared all management responsibilities, with a special emphasis on review of appraisals, and the marketing of the firm's services.
1983-1985	Independent Fee Appraiser of Lidster Assoc. • Worked as a full-time appraiser with emphasis on residential appraisals, with exposure and beginning training into the development of non-residential properties (ie land, churches, retail, industrial, ECT).
1980-1982	Apprentice/Trainee for Lidster Associates & Roessler Associates • Worked as a full-time appraiser, with emphasis on residential appraisals, but with exposure to commercial properties as well.

SPECIALIZED VALUATION EDUCATION

(AI = Appraisal Institute); (ASA = American Society of Appraisers);
(PP = PARTNERTSHIP PROFILES)
8+ hours classes

03/29/2016	FHA training Class (McKissick)
03/2016	4 Hours Fed & State Regulations (McKissick)
10/19/15	Expert Witness Seminar (ASA)
10/14/15	Course 204 – Appraisal Review (ASA)
10/1/15	Regression Analysis (Valumetrics)
2/1/15	7 Hour national USPAP (AI)
3/13/14	Valuing Going Concern Properties (ASA)
3/1/14	Valuing Family Limited Partnership – for experienced valuers (PP)
2/11/13	7 Hour National USPAP (AI)
4/26-4/29/2012	Expert Witness Skills (SEAK and FEWA)
8/15 & 16/2011	Advanced Spreadsheet Modeling for Valuation Applications (AI)
10/21/10	Corridor Valuation (AI)
1/8 & 9/2009	Appraisal Curriculum Overview (General Appraiser)
7/16/07	Rates & Ratios: Making Sense of GIMs, OARs, & DCFs (AI)
3/15-4/06	Hotel/Motel Valuation (AI)
1/30 – 2/04/2006	Advanced Income Capitalization (AI)
11/3&4/2003	Condemnation Appraising: Basic Principles (AI)
7/24/2005	Applications and ramification of Appraisal Review (ASA)
2/6/03	Appraisal Consulting (AI)
1/23&24/2003	Case Studies in Partnership & Common Tenancy Valuation (AI)
9/27/02	Analyzing Operating Expenses (AI)
6/23/01	Subdivision Analysis (AI)
8/20/00	Data Confirmation & Verification Methods (AI)
2/23/00	Advanced Applications (AI)
2/23-3/01/97	Highest and Best Use & Market Analysis (AI)
2/20-26/1994	Report Writing and Valuation Analysis (AI)
2/17-23/1991	Cap Theory & Tech, Part A (AI)
2/34-3/2/1991	Cap Theory & Tech, Part B (AI)
9/1987	Expert Witness – How to handle yourself on the stand (AI)
1/1/-3/1/1986	Applied Residential Property Valuation (AI)
9/7 – 10/15/1985	Real Estate Appraisal Principals (AI)
07/12-7/23/1982	Introduction to Appraising Real Property (AI)

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate.* 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal.* 5th ed. 2010. Print.

Band of Investment
A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary, 5th Edition)

Common Area
1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 5th Edition)

Common Area Maintenance (CAM)
1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
   - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
   - CAM can refer to all operating expenses.
   - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot

sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 5th Edition)

Debt Coverage Ratio (DCR)
The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 5th Edition)

Discount Rate
A yield rate used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 5th Edition)

Effective Age
The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 5th Edition)

Effective Date
1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

External Obsolescence
An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, tenant. (Dictionary, 5th Edition)

Extraordinary Assumption
An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Functional Obsolescence
The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 5th Edition)

Functional Utility
The ability of a property or building to be useful and o perform the function for which it is intended according to current

market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (The Appraisal of Real Estate, 13th Edition)

Gross Building Area (GBA)
Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 5th Edition)

Gross Leasable Area (GLA)
Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 5th Edition)

Highest & Best Use
The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant
Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved
The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition
That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest
A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area
The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Rent
The most probably rent that a property should bring is a competitive and open market reflecting all conditions and

restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. (USPAP, 2010-2011 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:
   - Identification of the specific property rights to be appraised.
   - Statement of the effective date of the value opinion.
   - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
   - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
   - Buyer and seller are typically motivated;
   - Both parties are well informed or well advised, and acting in what they consider their best interests;
   - A reasonable time is allowed for exposure in the open market;

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)
5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. (Dictionary, 5th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 5th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 5th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor,

excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 5th Edition)

Scope of Work
The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Stabilized Occupancy
An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent. (Dictionary, 5th Edition)

Tenant Improvements (TIs)
1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 5th Edition)

Vacancy and Collection Loss
A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. Often vacancy and collection loss is expressed as a percentage of potential gross income and should reflect the competitive market. Its treatment can differ according to the

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 5thEdition)

interest being appraised, property type, capitalization method, and whether the property is at stabilized occupancy. (Dictionary, 5th Edition)

I. Preliminary Title Report

A preliminary title report dated within 30 days of the application deadline.

Chicago Title Insurance Company completed the attached Conditions of Title report dated June 28, 2019 related to the property currently owned by the Housing Authority of the County of San Joaquin for the proposed project.

CONDITION OF TITLE

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FSST-TO17002440-A

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

By:

President

Chicago Title Company
3127 Transworld Drive, #130
Stockton, CA 95206

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

ISSUING OFFICE:
Title Officer: Bob Tully Chicago Title Company 3127 Transworld Drive, #130 Stockton, CA 95206 Main Phone: (209)932-5800 Email: robert.tully@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
$5,000.00	$500.00	Bob Tully

Date of Guarantee: June 28, 2019 at 07:30 AM

1. Name of Assured: Housing Authority County of San Joaquin

2. The estate or interest in the Land which is covered by this Guarantee is:

   A Fee

3. The Land referred to in this Guarantee is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      The Housing Authority of the County of San Joaquin, a public body corporate and politic

   b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 235-420-16

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and partly outside of the limits of the City of Tracy in San Joaquin County, California, and being portions of Lots 16, 17, 18 and 19 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Southeast corner of said Lot 19, being the intersection of the West line of West Street with the North line of Mt. Diablo Avenue; thence along the East line of said Lot 19, being the West line of West Street, North 0°05'30" West, 859.15 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 286.83 feet to a point in the West line of said Lot 16; thence along the West line of said Lot 16, South 0°16' West, 734.70 feet to the Southwest corner of said Lot 16; thence along the South line of said Lots 16, 17, 18 and 19, being the North line of Mt. Diablo Avenue South 89°44' East, 263.82 feet to the point of beginning.

PARCEL TWO:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lots 16, 17, 18 and 19 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 19, being the intersection of the West line of West Street with the Southerly line of Fourth Street; thence along the Northerly line of said Lots 19, 18, 17 and 16, being the Southerly line of Fourth Street, South 64°33'30" West, 286.14 feet to the Northwest corner of said Lot 16; thence along the West line of said Lot 16, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of 400 foot Congressional Grant right of way, North 64°33'30" East, 286.83 feet o a point in the East line of said Lot 19; thence along the East line of Lot 19, being the West line of West Street, North 0°05'30" West, 99.59 feet to the point of beginning.

PARCEL THREE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 14 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Commencing at the Northwest corner of said Lot 14, being a point in the Southerly line of Fourth Street bearing South 64°33'30" West, 432.64 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the West line of said Lot 14, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company, and being the Northwest corner and TRUE POINT OF BEGINNING of the within described tract of land; thence continue along the West line of said Lot 14, South 0°1' West, 297.61 feet to a point in the City of Tracy South Boundary as said South boundary is shown on said map of Mountain View Acres; thence along said City of Tracy South boundary, South 89°46'30" East, 66.00 feet to a point in the East line of said Lot 14; thence along the East line of said Lot 14, North 0°16' East, 329.34 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 73.25 feet to the true point of beginning.

PARCEL FOUR:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 14 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more

particularly described as follows:

Beginning at the Northwest corner of said Lot 14, being a point in the Southerly line of Fourth Street, bearing South 64°33'30" West, 432.64 feet from the intersection of the Southerly line of Fourth Street and the West line of West Street; thence along the West line of said Lot 14, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along the Southerly line of said 400 foot Congressional Grant right of way, North 64°33'30" East, 73.25 feet to a point in the East line of said Lot 14; thence along the East line of said Lot 14, North 0°16' East, 99.89 feet to the Northeast corner of said Lot 14; thence along the Northerly line of said Lot 14, being the Southerly line of Fourth Street, South 64°33'30" West, 73.25 feet to the point of beginning.

PARCEL FIVE:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 15 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Commencing at the Northeast corner of said Lot 15, being a point in the Southerly line of Fourth Street, bearing South 64°33'30" West, 286.14 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the East line of said Lot 15, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company, and being the Northeast corner and the TRUE POINT OF BEGINNING of the within described tract of land; thence along the Southerly line of said 400 foot Congressional Grant right of way, South 64°33'30" West, 73.25 feet to a point in the West line of said Lot 15; thence along the West line of said Lot 15, South 0°16' West, 329.34 feet to a point in the City of Tracy South Boundary as said South Boundary is shown on said map of Mountain View Acres; thence along the City of Tracy South Boundary, South 89°46'30" East, 66.00 feet to a point in the East line of said Lot 15; thence along the East line of said Lot 15; thence along the East line of said Lot 15, North 0°16' East, 361.06 feet to the true point of beginning.

PARCEL SIX:

A tract of land situated in the City of Tracy, San Joaquin County, California, and being portions of Lot 15 in Division A of Mountain View Acres, as per map filed in Book of Maps, Volume 10, at Page 19, San Joaquin County Records, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 15, being a point in the Southerly line of Fourth Street, bearing South 63°33'30" West, 286.14 feet from the intersection of the Southerly line of Fourth Street with the West line of West Street; thence along the Northerly line of said Lot 15, being the Southerly line of Fourth Street, South 64°33'30" West, 73.25 feet to the Northwest corner of said Lot 15; thence along the West line of said Lot 15, South 0°16' West, 99.89 feet to a point in the Southerly line of the 400 foot Congressional Grant right of way to Central Pacific Railway Company; thence along said Southerly line of said 400 foot Congressional Grant right of way, North 64°33'30" East, 73.25 feet to a point in the East line of said Lot 15; thence along the East line of said Lot 15, North 99.89 feet to the point of beginning.

SCHEDULE B

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

2. There were no taxes collocated for fiscal year 2018-2019 due to the fact that The Housing Authority of the County of San Joaquin is a governmental agent.

   Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Taxes and assessments levied by the West Side Irrigation District.

5. Water rights, claims or title to water, whether or not disclosed by the public records.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Pacific Coast Oil Company
   Purpose: Pipeline and incidental purposes
   Recording Date: November 27, 1901
   Recording No.: Book A of Deeds, Volume 114, at Page 571, of Official Records

   Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

   Entitled: Declaration of Trust (Grant Projects)
   Executed by: The Housing Authority of the County of San Joaquin
   Recording Date: September 22, 1989
   Recording No.: 89087309, of Official Records

   Reference is hereby made to said document for full particulars.

   and Recording Date: December 3, 1991
   and Recording No.: 91117517, of Official Records

8. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

   Redevelopment Agency: Tracy Redevelopment Project
   Recording Date: July 10, 1990
   Recording No.: 90071153, of Official Records

   and Recording Date: July 18, 1990
   and Recording No.: 90071154, of Official Records

   An amendment to the Tracy Redevelopment Project recorded July 9, 2010, as Instrument No. 2010-090236, of Official Records.

SCHEDULE B
(continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: The City of Tracy, a municipal corporation
   Purpose: Public utilities and public facilities purposes
   Recording Date: March 4, 1998
   Recording No.: 98026063, of Official Records

   Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: Comcast of California/Massachusetts/Michigan/Utah, Inc.
    Purpose: Broadband communication services
    Recording Date: March 29, 2013
    Recording No.: 2013-041917, of Official Records

    Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: Comcast of California/Massachusetts/Michigan/Utah, Inc.
    Purpose: Broadband communication services
    Recording Date: April 28, 2017
    Recording No.: 2017-048290, of Official Records

    Reference is hereby made to said document for full particulars.

12. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

    The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

    The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

15. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

J. Phase I Environmental Assessment

Applicants must provide a copy of the completed Phase 1 Assessment prepared by a qualified environmental firm, along with all other available environmental due diligence materials.

HACSJ has completed and attached a copy of the Phase I Environmental Assessment prepared by Condor Earth and dated June 28, 2019.

PHASE I
ENVIRONMENTAL SITE ASSESSMENT
REPORT

TRACY HOMES
APN 235-420-16

340 W. FOURTH STREET
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Prepared for
Housing Authority of the County of San Joaquin
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June 28, 2019
Condor Project No. 8079

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PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
TRACY HOMES
APN 235-420-16
340 W. FOURTH STREET
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

EXECUTIVE SUMMARY

JUNE 28, 2019

This ASTM E 1527-13 Phase I Environmental Site Assessment (ESA) was performed by Condor Earth (Condor) at the request of Housing Authority of the County of San Joaquin (HACSJ, Client). The assessment was performed on Assessor's Parcel Number (APN) 235-420-16 (referred to hereinafter as "Site"), totaling approximately 6.85 acres. The Site is located at 340 W. Fourth Street in Tracy, San Joaquin County, California (Figures 1 through 3, **Appendix A**).

The Site was agricultural land until first developed as a residential housing complex in the late 1940s or early 1950s. A maintenance building was added to the northeastern portion of the Site in the late 1990s and a community center building was added to the northwestern portion of the Site in the early 2000s. There were two pole-mounted transformers located on the Site and no evidence of leakage or staining was observed beneath them. Minor oil staining of pavement was observed where vehicles typically park. A maintenance worker was interviewed during the Site reconnaissance who stated that to the best of his knowledge, there were no hazardous materials or petroleum products stored on Site in quantities exceeding 5-gallons. Residential properties are located west, south, east, and north of the Site, and industrial properties are located northeast of the Site across the rail lines.

Environmental database review revealed that the Chevron Old Valley Pipeline (OVP) consisted of two eight-inch diameter pipelines used for transporting crude oil between Kettleman City and the Bay Area refineries and operated between the early 20th Century and the late 1950s. A bulk petroleum facility was served by the OVP and other petroleum pipelines in conjunction with the former Tracy Railyards 1,000 feet northeast of the Site. A portion of the OVP transected the northern portion of the Site and in 1995 several areas of crude oil impacted soil were removed along the alignment. In late 1997, regulatory agencies granted closure to this portion of the alignment. In 2011, the CVRWQCB issued a memorandum concerning the western adjoining property that indicated that the case should be closed with respect to the OVP at Mountain View Townhomes. While assessment activities are ongoing for the former Tracy Railyards located 1,000 feet north of the Site, there does not appear to be a significant threat to the Site.

Condor did not identify any recognized environmental conditions for the Site and recommends no further evaluation. It is Condor's opinion that the minor oil staining of pavement in vehicle parking areas constitutes a *de-minimis condition* pursuant to the ASTM Standard.

LIMITATIONS TO EXECUTIVE SUMMARY

This executive summary should only be read in conjunction with the full report text. Terminology is defined in the Glossary of Terms and Acronyms in **Appendix G**. The scope of work, significant assumptions, limitations, and exceptions should be understood prior to reading the Site-specific information, findings, opinions, and conclusions.

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APPENDIX F

Scope of Work

APPENDIX G

Glossary of Terms and Acronyms

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
TRACY HOMES
APN 235-420-16
340 W. FOURTH STREET
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

June 28, 2019

1.0 INTRODUCTION

The Housing Authority of the County of San Joaquin (HACSJ, Client) retained Condor Earth (Condor) to conduct a Phase I Environmental Site Assessment (ESA) for Assessor's Parcel Number (APN) 235-420-16 (referred to hereinafter as "Site"), totaling approximately 6.85 acres. The Site is located at 340 W. Fourth Street in Tracy, San Joaquin County, California (Figures 1 through 3, **Appendix A**). The Site is being considered for residential apartment renovations.

The Phase I ESA was performed in accordance with the guidelines set forth in Practice E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,* published November 2013 by the American Society for Testing and Materials (ASTM) and in accordance with the prevailing standard of care for completing such assessments in California at this time. Included is a discussion of the purpose for the work, a description of the Site and adjacent properties, a discussion of the information gathered from records, interviews, and Site visits, and Condors findings and conclusions. Figures referenced in the report are included with the appendices. Photographs of the Site are located in **Appendix B**. The results of researched ASTM-recommended government databases [Environmental Data Resources, Inc. (EDR™) Radius Map with GeoCheck®] are contained in **Appendix C**. Historical topographic maps, aerial photographs, and city directories information are contained in **Appendix D**. The User Questionnaire and transaction screening questionnaire are contained in **Appendix E**. A copy of the Scope of Work is contained in **Appendix F.** The glossary of terms associated with an ASTM Phase I ESA is contained in **Appendix G**.

1.1 PURPOSE

The purpose of the ASTM Phase I ESA is to conduct an appropriate inquiry into previous ownership and uses of the property to satisfy one of the requirements to qualify for the *Landowner Liability Protections* (*LLPs*) limitations on liability under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) "*landowner liability protections*" or "*LLPs*". These potential environmental conditions are identified as *recognized environmental conditions* and *historical recognized environmental conditions*. (See **Appendix G** for definitions.)

The goal of this assessment is <u>not</u> to demonstrate that no hazardous materials are present at the Site. The assessment is necessary, however, to complete "...all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" [42 USC § 9601 (35) (B)]. The use of an environmental professional in the performance of this assessment will minimize environmental risks, but cannot completely eliminate these risks.

1.2 USER RELIANCE, LIMITATIONS, AND EXCEPTIONS

The scope of this project was presented in our proposal and contract number 8079 dated June 13, 2019 and subsequently approved by the Client (see **Appendix F** for Scope of Work).

This ASTM Phase I ESA is thorough, but it is not intended to identify all potential concerns, or to eliminate all risk of the subject properties bearing some degree of environmental liability. Condor cannot and will not warrant or certify that the Site is free of contaminants because it is impossible to know if such a condition exists. Although risks can never be eliminated, more detailed and extensive investigations yield more information, thereby further minimizing risk.

Land use, Site conditions (both on-site and off-site), and other factors will change over time. Site activities and regulations beyond Condor's control could change at any time after the completion of this report. Our observations, findings, and opinions can be considered valid only as of the date of the Site visit/reconnaissance, June 27, 2019. If any changes are made or errors found in the information used for this report, the interpretations and conclusions contained herein shall not be considered valid unless the changes or errors are reviewed by Condor and either appropriately modified or re-approved in writing. This report should not be relied upon after 180 days from the date of issuance (ASTM E 1527-13, Section 4.6).

The property owner is solely responsible for notifying all governmental agencies, and the public at large, of the existence, release, treatment, or disposal of any hazardous materials observed at the Site, either before or during performance of Condor's services. Condor assumes no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials.

Condor, as an independent contractor, has completed the ASTM Phase I ESA in accordance with the ASTM guidelines and with the customary state of the practice and the prevailing standard of care for completing such assessments for the state of California at this time. Condor shall not be subject to any express or implied warranties whatsoever.

This report and other instruments or service are prepared and made available for the sole use of the officers and representatives of the Client (HACSJ) and its designees. The contents thereof may not be used or relied upon by any other person(s) without the expressed written consent and authorization of the Client and Condor.

1.3 SIGNIFICANT ASSUMPTIONS

An assumed north northwest groundwater gradient direction was utilized when assessing the potential risk posed to the Site from off-site locations. This assumed groundwater gradient is based upon previous groundwater monitoring reports for nearby properties. It should be noted, however, that groundwater gradients in this area have fluctuated significantly over time.

1.4 SPECIAL TERMS AND CONDITIONS

None noted.

2.0 SITE DESCRIPTION

This section provides a brief description of the Site and surrounding areas. More information regarding the Site and its description, including historical data, is included in Sections 4.0 and 5.0.

2.1 SITE LOCATION, LEGAL DESCRIPTION, AND PHYSICAL SETTING

The Site is located southwest of downtown Tracy, San Joaquin County, California. The Site parcel is approximately 6.85 acres designated as APN 235-420-16 and is located in a primarily residential area. The Site is depicted in the Site reconnaissance photographs (**Appendix B**) and in Figures 1 through 3 (**Appendix A**).

The sources used for determining the physical setting of the Site were the GeoCheck® Physical Setting Source Summary, provided by EDR™ (**Appendix C**), the USGS Tracy, California 7.5-Minute Topographic Map dated 2012 (Figure 1, **Appendix A**), information from the current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and Site reconnaissance. The property is included on the Tracy, California USGS 7.5-minute quadrangle, 2012 in the southwest quarter of Section 28 Township 2 South, Range 5 East, Mount Diablo Base and Meridian, at approximately North Latitude 37.7302 and West Longitude 121.4307. The average elevation of the Site is approximately 68 feet above mean sea level with flat topography.

The Site is located in the northern portion of the San Joaquin Valley in the City of Tracy, approximately 0.16 miles east of South Tracy Boulevard and 0.34 miles west of North Central Avenue. W. Mount Diablo Avenue adjoins the Site on the south, West 4th Street adjoins the Site on the north, and West Street adjoins the Site on the east. The Southern Pacific Railroad is located north of West 4th Street from the Site. The FEMA FIRM map indicates that the Site is not within the "100-year" flood zone.

2.2 SITE GEOLOGY

The Site is located in the Great Valley Geomorphic Province in the northern San Joaquin Valley. The San Joaquin Valley is a northwest-trending, structural depression, filled with up to six vertical miles of lithified non-marine and marine sediments and unlithified non-marine sediments. Regionally, the lithology of the upper 3,000 feet of sediments is indicative of uplift and erosion of the Sierra Nevada to the east and the Coast Range Mountains to the west. The regional deposits on the western side of the Central Valley are dominated by Coast Range provenance.

The Coast Range Mountains generally consist of northwest trending ridges with Franciscan Assemblage and granitic basement rocks. The Franciscan Assemblage includes mafic volcanic rocks (basalt), many of which are altered to greenstone, radiolarian cherts, greywacke sandstones, limestones, serpentines, shales, and high-pressure metamorphic rocks, such as blue schist. Although most of the Franciscan is Late Jurassic through Cretaceous in age (150-66 million years old), some Franciscan rocks as young as Miocene (15 Ma), and as old as early Jurassic (180-190 million years old) age are known. Following deposition, these rocks were then faulted, folded and mixed in a complex tectonic environment. The Site soil type as mapped by the US Department of Agriculture is Capay Clay with Class D hydrologic group (slow infiltration rate). Groundwater beneath the Site is anticipated to range from approximately 20 to 30 feet below ground surface (bgs).

2.3 CURRENT USES OF THE PROPERTY

San Joaquin County Assessor's Office property use for the Site is indicated as "government". Based on Site reconnaissance, the Site is an occupied residential complex.

2.4 DESCRIPTIONS OF STRUCTURES, ROADS, OTHER IMPROVEMENTS ON SITE

The Site has 23 residential buildings, a community building, an office/maintenance building, driveways, parking lots, sidewalks, play areas, and common areas with picnic tables.

2.5 CURRENT USES OF THE ADJOINING PROPERTIES

The western adjoining properties are apartments. Across West Mount Diablo Avenue to the south is a school, residences, and a vacant lot. The eastern adjoining properties residences. Across West 4th Street to the north is the Southern Pacific Railroad and residential homes.

3.0 USER PROVIDED INFORMATION

3.1 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

An environmental lien is a charge, security, or encumbrance upon title to a property to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation of hazardous substances or petroleum products upon a property. No evidence of any environmental lien placed on the Site property was revealed in the course of this investigation.

3.2 SPECIALIZED KNOWLEDGE

Condor conducted a Phase I ESA on the western adjoining property in 2015 and found no environmental concerns for that property. In 2016, Condor conducted a Phase I Initial Site Assessment for the City of Tracy on Mt. Diablo Ave., C Street, and Mt. Oso Ave. There was formerly a fuel underground storage tank located at 90 Mt. Oso Ave. Based on further review, this was a 350-gallon tank most likely used for home heating oil and was granted "closed" regulatory status. This location did not appear to pose a risk to the evaluated streets and does not appear to pose a risk to the Site.

3.3 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

The Client indicated that the purchase price reasonably reflects fair market value for the Site property (User Questionnaire, **Appendix E**). Although an evaluation of property value was not included or performed during this ESA, no valuation reduction for environmental issues was revealed during review of historical information.

3.4 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

Information obtained from the ParcelQuest indicated the current owner of the Site parcel as the Housing Authority of the County of San Joaquin. The property is occupied by various residents.

3.5 REASON FOR PERFORMING PHASE I ESA

This Phase I ESA was performed to evaluate the Site for *recognized environmental conditions* pursuant to the ASTM Standard Practice E 1527-13 as part of the Client's due diligence process.

3.6 OTHER

None noted.

4.0 RECORDS REVIEW

4.1 STANDARD ENVIRONMENTAL RECORD SOURCES

Locations identified in the ASTM specified databases within the specified search radii are included in the EDR™ Radius Map with GeoCheck® report in **Appendix C**.

It is Condor's practice to submit the Site addresses/location for local regulatory file reviews whether or not it has been identified within the database search.

The databases specified by ASTM are commonly subject to infrequent and partial updating. This is especially true of those locations that no longer warrant inclusion in a given database. It is therefore not unusual to fail to find supporting documentation for locations identified in the ASTM specified database search on file with local regulatory agencies. Some of the locations indicated in the EDR Report are mis-located (geocoded incorrectly) and are not near the Site. None of the locations identified in the radius search appear to pose a risk to the Site, based on regulatory status and distance, but further review of locations was conducted as described in the following sections.

There are two listings in the EDR report that are geocoded incorrectly and shown adjacent to the Site: both have addresses corresponding to the Interstate 205 Business Loop and are located greater than 1.5 miles from the Site.

4.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

4.2.1 State Water Resource's Control Board

Publicly available records were available for nearby off-site locations. Based on regulatory status and distance, one active location near the Site was reviewed further:

Environmental database review revealed that the Chevron Old Valley Pipeline (OVP) consisted of two eight-inch diameter pipelines used for transporting crude oil between Kettleman City and the Bay Area refineries and operated between the early 20th Century and the late 1950s. A bulk petroleum facility was served by the OVP and other petroleum pipelines in conjunction with the former Tracy Railyards 1,000 feet north of the Site. Several locations are listed in regulatory databases for the bulk petroleum facility and railyards.

780 East 6th Street was the location of the former 6th Street Tracy Rail Yard[1] (Tracy Rail Yard), approximately 1,000 feet northeast of the Site. In an Addendum to the Investigation Report dated March 28, 2014 by AMEC Environment & Infrastructure, they noted the constituents of concern to include petroleum hydrocarbons in soil and groundwater, polynuclear aromatic hydrocarbons in soil and volatile organic compounds in soil. The contamination appears to have higher concentrations closer to the source and low concentrations of crude oil in groundwater south of the source area near the Site. The Tracy Rail Yard is still under investigation. This location does not likely pose a significant risk to the Site based on publicly available information.

The western adjoining property is apparently listed in the Geotracker database as 413 Mount Diablo Avenue. Condor reviewed a case file memorandum[2] from the Regional Water Quality Control Board dated September 7, 2011 for Mountain View Townhomes. The Chevron crude oil pipelines transected the

[1] http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001235
[2] http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL185382910

northeastern portion of the property and crude oil contamination of soil was removed in 1995. Three groundwater monitoring wells were installed in "Area 4" and groundwater was sampled for two events in 1997. The only detected constituent was diesel at a relatively low concentration of 130 micrograms per liter for one of the two monitoring events. The location was granted closure by the Central Valley Regional Water Quality Control Board after monitoring wells were destroyed in December 1997. The memorandum recommended closure of the location in the Geotracker database. While there could still be residual petroleum hydrocarbons in soil and groundwater related to releases from the former pipelines, there does not appear to be significant risk posed to the Site based on the regulatory response for the western adjoining property that No Further Action was necessary.

4.2.2 State Department of Toxic Substances Control (DTSC)

One additional location was reviewed[3] based on proximity to the Site: 400 S. Tracy Boulevard was a residential development that the project proponent entered into a Voluntary Cleanup Agreement with the DTSC. The project location is geocoded incorrectly and is actually located 1,600 feet north of the Site. This location was the subject of DTSC oversight to determine if conditions associated with the Chevron Tracy Railyard posed a risk to the project location. DTSC determined that No Further Action was required. This location and the adjacent Tracy Rail Yard do not appear to pose a risk to the Site.

4.3 HISTORICAL USE INFORMATION FOR THE SITE

Historical use information pertaining to the Site was researched using historical USGS topographic maps, aerial photographs, and city directories information provided by EDR™. Sanborn Fire Insurance maps were not available for the Site. Copies of the maps, photographs, and directories are included in **Appendix D**.

Topographic Maps

USGS topographic maps dated 1916, 1922, 1947, 1954, 1968, and 1981 were reviewed. The **1916** map indicates that the Site is located in a rural area with relatively level topography with a railroad spur that appears to be north of the Site. The **1922, 1947, 1954, 1968, 1976, and 1987** maps show no discernible changes to the Site.

Aerial Photographs

Aerial photographs dated 1937, 1940 1957, 1963, 1968, 1975, 1982, 1993, 1998, 2005, 2006, 2009, 2010 and 2012 were reviewed. In the **1937** photo, the Site appears to be an agriculture parcel with a rural residence on the northeastern portion of the Site with the main railroad running along the northern Site boundary across West 4th Street. The **1940** photo shows no obvious changes to the Site. In the **1957** photo, 23 buildings are evident, and the northern portion of the Site is vacant land. The **1963, 1968, 1975, 1982, and 1993** photos show no obvious changes to the Site. The **1998** photo appears to show the maintenance building on the northeastern corner of the Site, and the Community Center building appears in the **2005** photo. The subsequent photos show no apparent changes to the Site.

City Directories

City directory information for the Site was reviewed, and the Site address (340 W. Fourth) was listed in City Directories provided by EDR™ in 2008 for Boys and Girls Club of Tracy, Inc. and in 2013 for Head Start Child Development Council.

[3] https://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=39290008

4.4 HISTORICAL USE INFORMATION FOR ADJOINING PROPERTIES

Historical use information pertaining to the adjoining properties was researched using historical USGS topographic maps, aerial photographs, and city directories information provided by EDR™. Sanborn Fire Insurance maps were not available for adjoining properties. Copies of the maps, photographs, and directories are included in **Appendix D**.

Topographic Maps

USGS topographic maps dated 1916, 1922, 1947, 1954, 1968, and 1981 were reviewed for the adjoining properties. The **1916** map shows the surrounding land to be vacant. The **1922** map shows no significant changes to adjoining properties. The **1947** map shows the addition of some residences on eastern and western adjoining properties of the Site along the newly constructed West Mount Diablo Street. The **1954** map shows additional residences on western and eastern adjoining properties. A school was built south across West Mount Diablo Street. No significant changes to adjoining properties are indicated on subsequent maps.

Aerial Photographs

Aerial photographs dated 1937, 1940 1957, 1963, 1968, 1975, 1982, 1993, 1998, 2005, 2006, 2009, 2010 and 2012 were reviewed for the adjoining properties. In the **1937** photo, the adjoining properties are rural residences and agricultural land surrounding the Site. The **1940** photograph shows no significant changes to the adjoining properties. In the **1957** photograph, a school was built on the southern adjoining property across West Mount Diablo. The eastern adjoining properties are residential. The western adjoining properties show no changes. The **1963, 1968, 1975, and 1982** photographs indicate no significant changes to adjoining properties. The **1993** photograph shows the school across West Mount Diablo to the south appears to have expanded. Across West 4th Street appears to have been graded recently for the start of construction. The **1998** photo shows the completion of the baseball fields at the school south across West Mount Diablo. The **2005** photo shows residential buildings to the north across West 4th Street. No significant changes to adjoining properties are indicated on subsequent photographs.

City Directories

City directory information for adjoining properties was reviewed; the adjoining properties are listed as primarily residential and a park. The city directories are included in **Appendix D**.

5.0 SITE RECONNAISSANCE

5.1 METHODOLOGY AND LIMITING CONDITIONS

A walking reconnaissance of the Site and surrounding area was performed on June 27, 2019 in accordance with the ASTM practice by the Environmental Professional. The building interiors were not entered or observed.

5.2 EXTERIOR OBSERVATIONS

The buildings appeared to be in good condition. Minor oil staining of asphalt pavement was noted where vehicles park. Photographs of the Site are contained in **Appendix B**.

The following items were not observed at the Site during the Site reconnaissance unless otherwise noted.

1. Source of potable water: Potable water is provided by City of Tracy.
2. Sewage disposal: Sanitary sewer service is provided by the City of Tracy.
3. Hazardous substances and petroleum products in connection with identified uses
4. Storage tanks
5. Odors
6. Pools of liquid
7. Drums
8. Hazardous substances and petroleum products containers
9. Unidentified Substance Containers
10. Polychlorinated biphenyls (PCBs): two pole-mounted transformers are located on Site and two additional transformers are located on the periphery of the Site. None appeared to be leaking.
11. Stained soil or pavement: Minor oil staining of asphalt was noted in vehicle parking areas.
12. Pits, ponds, or lagoons
13. Stressed vegetation
14. Solid waste
15. Waste water
16. Wells
17. Septic Systems

5.3 INTERIOR OBSERVATIONS

The maintenance building contained a fire cabinet with small quantities of petroleum products and aerosol paint cans. Interiors of residences were not entered or observed. Buildings appeared to be served by natural gas and electricity for heating and cooling.

6.0 INTERVIEWS

The Site questionnaire was completed by the Environmental Professional during the Site reconnaissance. A maintenance worker was interviewed during the Site reconnaissance who stated that to the best of his knowledge, there were no hazardous materials or petroleum products stored on Site in quantities exceeding 5-gallons. The questionnaire is located in **Appendix E** of this report. There were no affirmative answers to the questionnaire.

7.0 ADDITIONAL SERVICES

None noted.

8.0 FINDINGS

The Site is located at 340 W. Fourth Street in Tracy, San Joaquin County, California and is designated as APN 235-420-16. The Site was agricultural land until first developed as a residential housing complex in the late 1940s or early 1950s. A maintenance building was added to the northeastern portion of the Site in the late 1990s and a community center building was added to the northwestern portion of the Site in the early 2000s. There were two pole-mounted transformers located on the Site and no evidence of leakage or staining was observed beneath them. Minor oil staining of pavement was observed where vehicles typically park. A maintenance worker was interviewed during the Site reconnaissance who stated that to the best of his knowledge, there were no hazardous materials or petroleum products stored on Site in quantities exceeding 5-gallons. Residential properties are located west, south, east, and north of the Site, and industrial properties are located northeast of the Site across the rail lines.

Environmental database review revealed that the Chevron Old Valley Pipeline (OVP) consisted of two eight-inch diameter pipelines used for transporting crude oil between Kettleman City and the Bay Area refineries and operated between the early 20th Century and the late 1950s. A bulk petroleum facility was served by the OVP and other petroleum pipelines in conjunction with the former Tracy Railyards 1,000 feet northeast of the Site. A portion of the OVP transected the northern portion of the Site and in 1995 several areas of crude oil impacted soil were removed along the alignment. In late 1997, regulatory agencies granted closure to this portion of the alignment. In 2011, the CVRWQCB issued a memorandum concerning the western adjoining property that indicated that the case should be closed with respect to the OVP at Mountain View Townhomes. While assessment activities are ongoing for the former Tracy Railyards located 1,000 feet north of the Site, there does not appear to be a significant threat to the Site.

Condor conducted a Phase I ESA on the western adjoining property in 2015 and found no environmental concerns for that property. In 2016, Condor conducted a Phase I Initial Site Assessment for the City of Tracy on Mt. Diablo Ave., C Street, and Mt. Oso Ave. There was formerly a fuel underground storage tank located at 90 Mt. Oso Ave. Based on further review, this was a 350-gallon tank most likely used for home heating oil and was granted "closed" regulatory status. This location did not appear to pose a risk to the evaluated streets and does not appear to pose a risk to the Site.

9.0 OPINIONS AND CONCLUSIONS

We (Condor) have performed a Phase I ESA in conformance with the scope and limitations of ASTM E 1527-13 for APN 235-420-16, located at 340 W. Fourth Street, Tracy, San Joaquin County, California. Any exceptions to, or deletions from, this practice are described in Section 10.0 of this report. This assessment has revealed no evidence of *recognized environmental conditions, controlled recognized environmental conditions,* or *historical recognized environmental conditions* in connection with the property (Site).

It is Condor's opinion that the minor oil staining of asphalt pavement in vehicle parking areas constitutes a *de-minimis condition* pursuant to the ASTM Standard.

10.0 DEVIATIONS AND DATA GAPS

This ASTM Phase I ESA was performed by Condor according to the scope and limitations of ASTM Practice E 1527-13, except for the following:

- Past owner interviews were not conducted. The contact information for past owners was not readily available.

This is not considered a significant deviation since the history of the Site is well documented.

11.0 REFERENCES

SITE AND VICINITY GENERAL CHARACTERISTICS AND SETTING

1. FEMA National Flood Insurance Program on-line information, http://store.msc.fema.gov/; and FIRM Map Index for San Joaquin County, California, 06077C0735F, dated October 16, 2009.

2. GeoCheck® Physical Setting Source Summary, provided by EDR™, dated June 14, 2019.

3. Parcel Quest®, parcel identification, on-line information, http://www.parcelquest.com.

4. Site reconnaissance, June 27, 2019.

5. USGS Tracy, California 7.5-minute topographic quadrangle map dated 2012.

6. Wagner, D.L., E.J. Bortugno, and R.D. McJunkin, Geologic Map of the San Francisco-San Jose Quadrangle, California, 1:250,000, 1991.

CURRENT USES OF THE ADJOINING PROPERTIES

7. Site reconnaissance, June 27, 2019.

HISTORICAL USE INFORMATION ON SITE AND ADJOINING PROPERTIES

8. Aerial photographs dated 1937, 1940 1957, 1963, 1968, 1975, 1982, 1993, 1998, 2005, 2006, 2009, 2010 and 2012 obtained from EDR™.

9. Historical USGS topographic maps dated 1916, 1922, 1947, 1954, 1968, and 1981, obtained from EDR™.

RECORDS REVIEW

10. California State Water Resource Control Board website: http://geotracker.swrcb.ca.gov/reports.

11. EDR™ Radius Map and Report, dated June 14, 2019.

REPORT STANDARDS

12. ASTM E 1527-13.

12.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

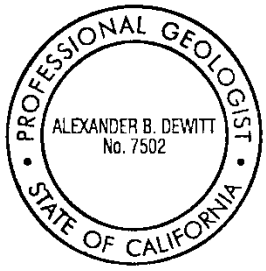
Condor has over 50 years of aggregate experience in the performance of Phase I ESAs and environmental audits for financial institutions, attorneys, private companies and public agencies. Experienced environmental professionals perform assessments and audits that provide a standard of care consistent with industry practice and employ guidelines developed by the ASTM Practice E 1527-13. Alexander B. Dewitt, California Professional Geologist, performed this assessment. Mr. Dewitt has over 17 years of experience conducting environmental assessments in California for public agencies and commercial businesses.

13.0 ENVIRONMENTAL PROFESSIONAL'S STATEMENT AND SIGNATURE

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312. Further, I declare that I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Respectfully submitted,
CONDOR EARTH

ENVIRONMENTAL PROFESSIONAL:



ASSISTED BY:

Alexander B. Dewitt, CA PG No. 7502
Vice President, Environmental Services

6/28/19

Rebecca Selvage
Environmental Specialist

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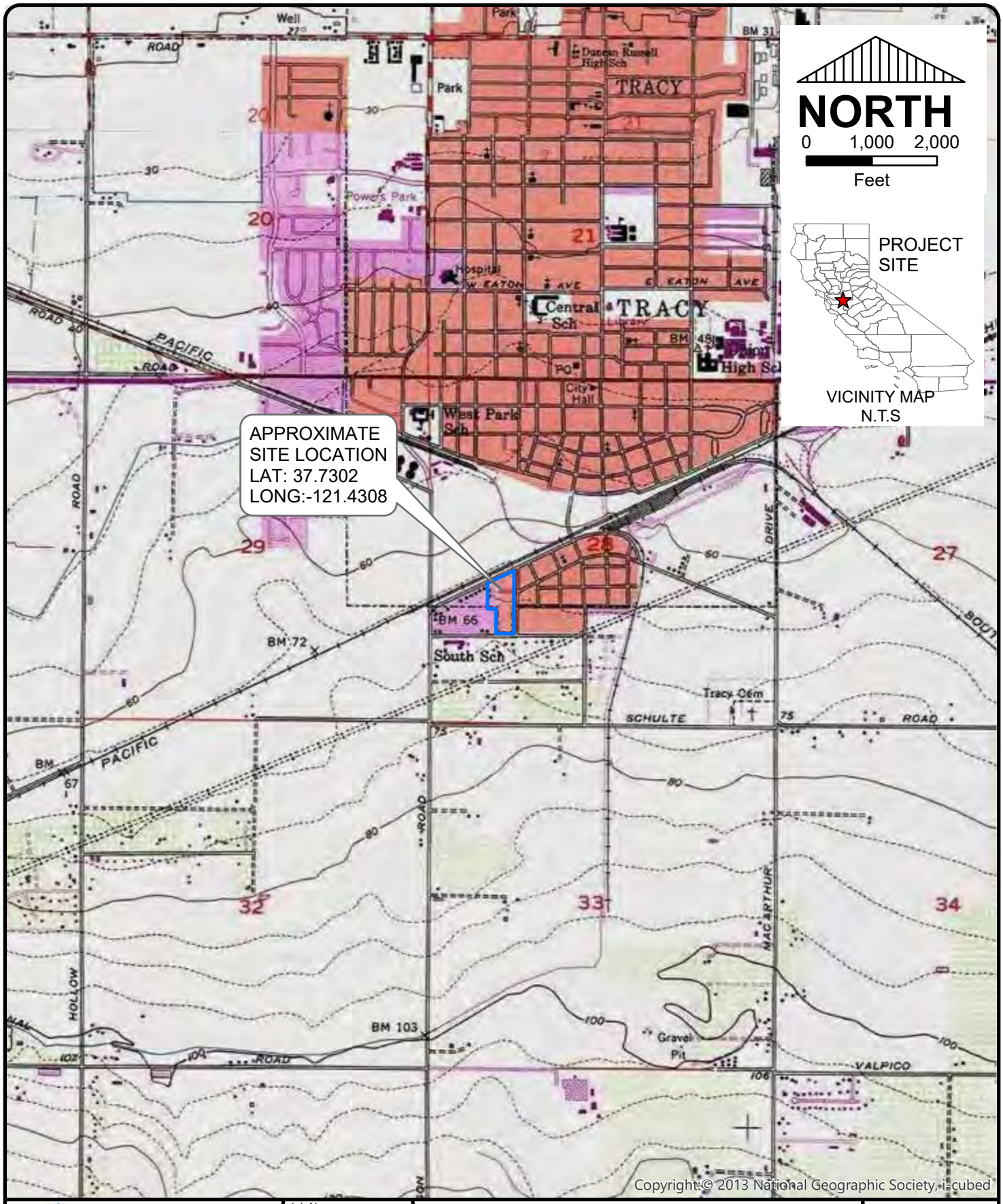
APPENDIX A



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Job No.	8079
Date	24 Jun 2019
Scale	AS SHOWN
Drawn	KGM
Chk'd	ABC

VICINITY MAP
PHASE I ESA
HACSJ
340 WEST FOURTH STREET
TRACY, CALIFORNIA

FIGURE
1

8079 Phase I ESA.aprx

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Chk'd	ABD

SITE MAP
PHASE I ESA
HACSJ
340 WEST FOURTH STREET
TRACY, CALIFORNIA

FIGURE 2

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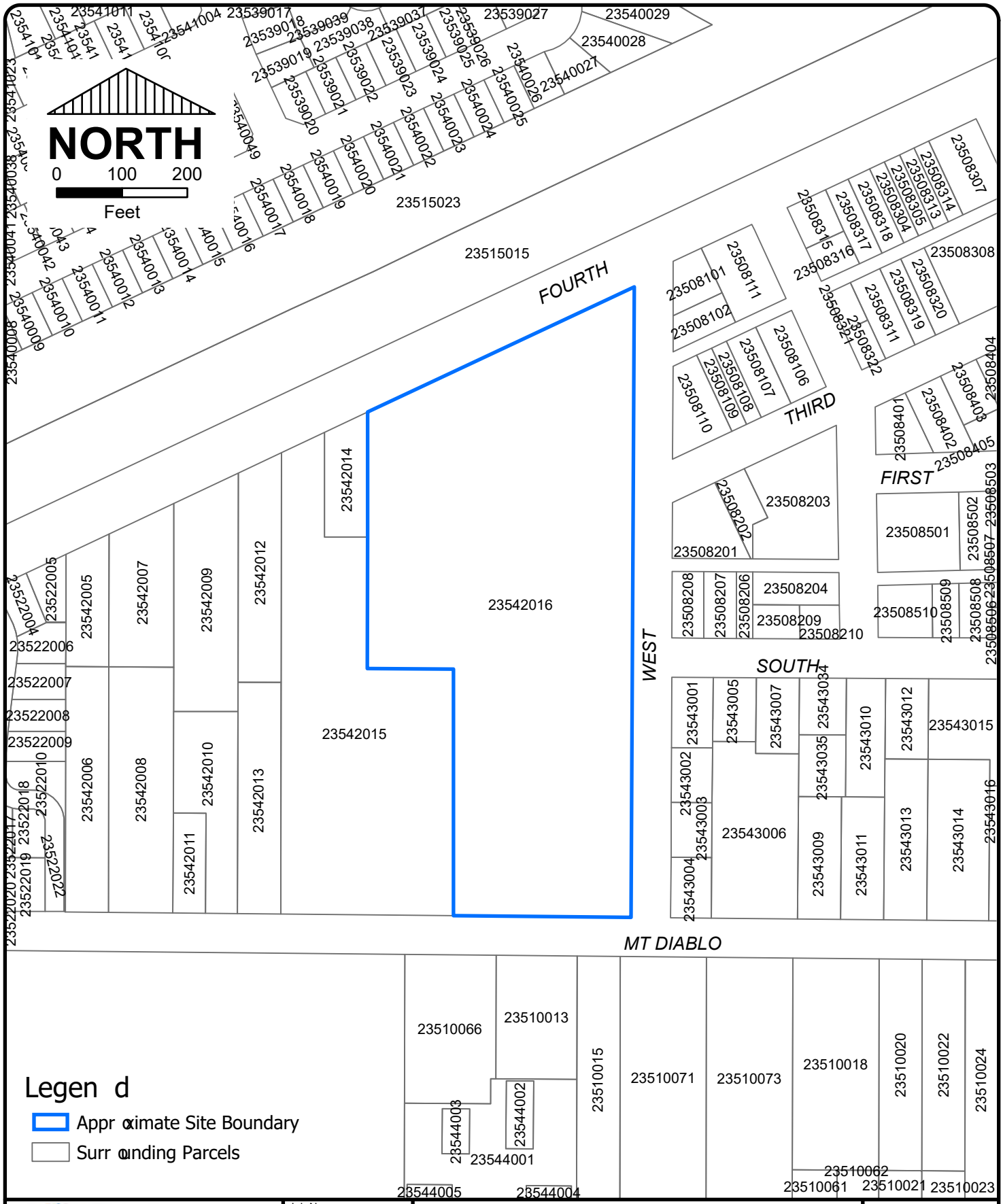

CONDOR EARTH 21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax (209) 532-0773 www.condorearth.com	Job No. 8079 Date 24 Jun 2019 Scale AS SHOWN Drawn KGM / Chk'd ABD	APN MAP PHASE I ESA HACSJ 340 WEST FOURTH STREET TRACY, CALIFORNIA	FIGURE 3 8079 Phase I ESA.aprx

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APPENDIX B

Photo 1: Looking southwest along W. Fourth Street at the northern boundary of the Site.

Photo 2: Looking south at the northern portion of the Site (parking lot by community center).

Photo 3: Looking south at the community center and residences on the northern portion of the Site.

Photo 4: Looking southeast at the northeastern portion of the Site maintenance building.

Photo 5: Looking southwest at the maintenance building West Fourth Street entrance.

Photo 6: Maintenance building and yellow fire cabinet located inside the roll-up door (center of photo).

Photo 7: Looking south along West Fourth Street at the eastern margin of the Site.

Photo 8: Looking southwest at the residences from Court Street (north-central portion of the Site).

Photo 9: Looking southeast at the residences in the central portion of the Site from the end of Court Street.

Photo 10: Looking east along Court Street with parking stalls (minor pavement staining).

Photo 11: Looking north at the north-central portion of the Site with maintenance building in background and pole-mounted transformer.

Photo 12: Looking south from Court Street at the south-central portion of the Site (second pole-mounted transformer in center of photo).

Photo 13: Looking north from intersection of Court Street and West Street.

Photo 14: Looking north from the southeastern corner of the Site.

Photo 15: Looking west at the southern portion of the Site along W. Mt. Diablo Ave.

Photo 16: Looking north at the southern portion of the Site.

APPENDIX C

Tracy Homes
340 W. Fourth Street
Tracy, CA 95376

Inquiry Number: 5685031.2s
June 14, 2019

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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GEOCHECK ADDENDUM

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

340 W. FOURTH STREET
TRACY, CA 95376

COORDINATES

Latitude (North):	37.7302560 - 37° 43' 48.92''
Longitude (West):	121.4308800 - 121° 25' 51.16''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	638275.4
UTM Y (Meters):	4176840.8
Elevation:	68 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5640426 TRACY, CA
Version Date:	2012

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140628
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
340 W. FOURTH STREET
TRACY, CA 95376

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	STRONG PROPERTY	5157 BUS LOOP 205 W	LUST, HIST CORTESE, CERS	Higher	3, 0.001,
A2	STRONG PROPERTY	5157 BUS LOOP 205 W	FINDS	Higher	3, 0.001,
A3	STRONG PROPERTY	5157 BUS LOOP 205 W	RGA LUST	Higher	3, 0.001,
A4	M & M BUILDERS SUPPL	8111 BUS LOOP 205 W	RGA LUST	Higher	3, 0.001,
5	BENJAMIN, DANNY	90 W MT OSO AVE	UST	Higher	1067, 0.202, SE
B6	TRACY GROUP PROPERTY	400 SOUTH TRACY BOUL	ENVIROSTOR, VCP	Higher	1150, 0.218, SW
7	CHEVRON TRACY RAILYA	BALDWIN COURT	CPS-SLIC, CERS	Lower	1152, 0.218, North
B8	C & L TRACY GROUP PA	400 TRACY BLVD S	CPS-SLIC	Higher	1207, 0.229, SW
B9	BOYD SERVICE CENTER	560 TRACY BLVD	LUST, EMI, HIST CORTESE, CERS	Higher	1344, 0.255, SW
10	TRACY DISPOSAL SERVI	99 6TH ST W	LUST, HIST CORTESE, CERS	Lower	1402, 0.266, NNE
11	CHEVRON PIPELINE CO	413 MOUNT DIABLO AVE	CPS-SLIC, CERS	Higher	1424, 0.270, ESE
C12	TRACY MULTIMODEL STA	6TH ST & CENTRAL AVE	CPS-SLIC	Lower	1726, 0.327, NE
C13	CHEVRON, TAOC 6TH ST	6TH STREET	CPS-SLIC, CERS	Lower	1740, 0.330, NE
14	TRACY CITY LANDFILL	SCHULTE RD & SOUTH '	WMUDS/SWAT	Higher	1766, 0.334, SE
15	CHEVRON TRACY RAILYA	3RD STREET	CPS-SLIC, CERS	Lower	2185, 0.414, ENE
16	RENOWN HOMES	CORNER OF TRACY BLVD	RESPONSE, ENVIROSTOR, HIST Cal-Sites, CERS	Lower	2446, 0.463, NNW
17	OK CLEANERS #2	18 E 9TH	ENVIROSTOR	Lower	2494, 0.472, NNE
18	TRACY POLICE FACILIT	325 10TH ST E	CPS-SLIC	Lower	2584, 0.489, North
19	ALDEN PARK	525 PALM CIRCLE	ENVIROSTOR	Lower	2611, 0.495, WNW
D20	LEVAND-BRIGHT PROPER	3 EAST 11TH STREET	LUST, Cortese, Notify 65, CERS	Lower	3302, 0.625, NNE
D21	LEVAND FAMILY TRUST	47 EAST ELEVENTH STR	LUST, Cortese, Notify 65, CERS	Lower	3374, 0.639, NNE
22	WILLIAMS MIDDLE SCHO	1600 TENNIS LANE	ENVIROSTOR, SCH, NPDES	Lower	3954, 0.749, West
23	SHELL TANK	315 E 11TH	ENVIROSTOR	Lower	4183, 0.792, NE
24	ATLANTIC PLATING	450 EAST 10TH STREET	ENVIROSTOR, NON-CASE INFO	Lower	4314, 0.817, NE
25	COMMUNITY SCHOOL / W	1501 WEST 11TH STREE	ENVIROSTOR, SCH	Lower	4672, 0.885, NW
26	SAN JOAQUIN LUMBER C	455 E 11TH ST	ENVIROSTOR, SCH, HIST UST	Lower	4689, 0.888, NE
27	UNION PACIFIC RAILRO	780 EAST 6TH STREET	ENVIROSTOR, CPS-SLIC, VCP, HIST UST, DEED, CERS	Lower	4751, 0.900, ENE
28	BETHANY ELEMENTARY	PATTERSON PASS ROAD	ENVIROSTOR, SCH, CERS	Lower	4898, 0.928, NE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-CESQG ---------- RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List

US INST CONTROL ..... Sites with Institutional Controls

Federal ERNS list

ERNS ..... Emergency Response Notification System

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ..... Solid Waste Information System

State and tribal leaking storage tank lists

INDIAN LUST ..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST ..... Underground Storage Tank Listing
AST ..... Aboveground Petroleum Storage Tank Facilities
INDIAN UST ..... Underground Storage Tanks on Indian Land

State and tribal voluntary cleanup sites

INDIAN VCP ..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS ..... Considered Brownfieds Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY ..... Recycler Database
HAULERS ..... Registered Waste Tire Haulers Listing
INDIAN ODI ..... Report on the Status of Open Dumps on Indian Lands
ODI ..... Open Dump Inventory
DEBRIS REGION 9 ..... Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS ..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ..... Delisted National Clandestine Laboratory Register
SCH ..... School Property Evaluation Program
CDL ..... Clandestine Drug Labs
Toxic Pits ..... Toxic Pits Cleanup Act Sites
CERS HAZ WASTE ..... CERS HAZ WASTE
US CDL ..... National Clandestine Laboratory Register
PFAS ..... PFAS Contamination Site Location Listing

Local Lists of Registered Storage Tanks

SWEEPS UST ..... SWEEPS UST Listing

HIST UST	Hazardous Substance Storage Container Database
CA FID UST	Facility Inventory Database
CERS TANKS	California Environmental Reporting System (CERS) Tanks

Local Land Records

LIENS	Environmental Liens Listing
LIENS 2	CERCLA Lien Information
DEED	Deed Restriction Listing

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
CHMIRS	California Hazardous Material Incident Report System
LDS	Land Disposal Sites Listing
MCS	Military Cleanup Sites Listing
SPILLS 90	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
UXO	Unexploded Ordnance Sites
ECHO	Enforcement & Compliance History Information

DOCKET HWC ---- Hazardous Waste Compliance Docket Listing
FUELS PROGRAM ---- EPA Fuels Program Registered Listing
CA BOND EXP. PLAN ---- Bond Expenditure Plan
Cortese ---- "Cortese" Hazardous Waste & Substances Sites List
CUPA Listings ---- CUPA Resources List
DRYCLEANERS ---- Cleaner Facilities
EMI ---- Emissions Inventory Data
ENF ---- Enforcement Action Listing
Financial Assurance ---- Financial Assurance Information Listing
HAZNET ---- Facility and Manifest Data
ICE ---- ICE
HWP ---- EnviroStor Permitted Facilities Listing
HWT ---- Registered Hazardous Waste Transporter Database
MINES ---- Mines Site Location Listing
MWMP ---- Medical Waste Management Program Listing
NPDES ---- NPDES Permits Listing
PEST LIC ---- Pesticide Regulation Licenses Listing
PROC ---- Certified Processors Database
UIC ---- UIC Listing
UIC GEO ---- UIC GEO (GEOTRACKER)
WASTEWATER PITS ---- Oil Wastewater Pits Listing
WDS ---- Waste Discharge System
MILITARY PRIV SITES ---- MILITARY PRIV SITES (GEOTRACKER)
PROJECT ---- PROJECT (GEOTRACKER)
WDR ---- Waste Discharge Requirements Listing
CIWQS ---- California Integrated Water Quality System
NON-CASE INFO ---- NON-CASE INFO (GEOTRACKER)
WIP ---- Well Investigation Program Case List
OTHER OIL GAS ---- OTHER OIL & GAS (GEOTRACKER)
PROD WATER PONDS ---- PROD WATER PONDS (GEOTRACKER)
SAMPLING POINT ---- SAMPLING POINT (GEOTRACKER)
WELL STIM PROJ ---- Well Stimulation Project (GEOTRACKER)

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ---- EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ---- EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ---- EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF ---- Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

STANDARD ENVIRONMENTAL RECORDS

State- and tribal - equivalent NPL

RESPONSE: Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

A review of the RESPONSE list, as provided by EDR, has revealed that there is 1 RESPONSE site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
RENOWN HOMES	***CORNER OF TRACY BLVD***	***NNW 1/4 - 1/2 (0.463 mi.)***	***16***	***45***

Database: RESPONSE, Date of Government Version: 01/28/2019
Status: Refer: RWQCB
Facility Id: 39650001

State- and tribal - equivalent CERCLIS

ENVIROSTOR: The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

A review of the ENVIROSTOR list, as provided by EDR, and dated 01/28/2019 has revealed that there are 11 ENVIROSTOR sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TRACY GROUP PROPERTY	***400 SOUTH TRACY BOUL***	***SW 1/8 - 1/4 (0.218 mi.)***	***B6***	***13***

Lower Elevation	Address	Direction / Distance	Map ID	Page
RENOWN HOMES	***CORNER OF TRACY BLVD***	***NNW 1/4 - 1/2 (0.463 mi.)***	***16***	***45***
OK CLEANERS #2	18 E 9TH	NNE 1/4 - 1/2 (0.472 mi.)	17	52
ALDEN PARK	525 PALM CIRCLE	WNW 1/4 - 1/2 (0.495 mi.)	19	53
WILLIAMS MIDDLE SCHO	***1600 TENNIS LANE***	***W 1/2 - 1 (0.749 mi.)***	***22***	***62***
SHELL TANK	315 E 11TH	NE 1/2 - 1 (0.792 mi.)	23	65
ATLANTIC PLATING	***450 EAST 10TH STREET***	***NE 1/2 - 1 (0.817 mi.)***	***24***	***66***
COMMUNITY SCHOOL / W	***1501 WEST 11TH STREE***	***NW 1/2 - 1 (0.885 mi.)***	***25***	***68***
SAN JOAQUIN LUMBER C	***455 E 11TH ST***	***NE 1/2 - 1 (0.888 mi.)***	***26***	***71***
UNION PACIFIC RAILRO	***780 EAST 6TH STREET***	***ENE 1/2 - 1 (0.900 mi.)***	***27***	***75***
BETHANY ELEMENTARY	***PATTERSON PASS ROAD***	***NE 1/2 - 1 (0.928 mi.)***	***28***	***82***

EXECUTIVE SUMMARY

State and tribal leaking storage tank lists

LUST: Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

A review of the LUST list, as provided by EDR, has revealed that there are 3 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
STRONG PROPERTY	***5157 BUS LOOP 205 W***	***0 - 1/8 (0.001 mi.)***	***A1***	***8***
Database: LUST REG 5, Date of Government Version: 07/01/2008 Database: LUST, Date of Government Version: 12/10/2018 Status: Completed - Case Closed Status: Post remedial action monitoring Global Id: T0607700322				
BOYD SERVICE CENTER	***560 TRACY BLVD***	***SW 1/4 - 1/2 (0.255 mi.)***	***B9***	***20***
Database: LUST REG 5, Date of Government Version: 07/01/2008 Database: LUST, Date of Government Version: 12/10/2018 Status: Completed - Case Closed Status: Leak being confirmed Global Id: T0607700728				

Lower Elevation	Address	Direction / Distance	Map ID	Page
TRACY DISPOSAL SERVI	***99 6TH ST W***	***NNE 1/4 - 1/2 (0.266 mi.)***	***10***	***29***
Database: LUST REG 5, Date of Government Version: 07/01/2008 Database: LUST, Date of Government Version: 12/10/2018 Status: Completed - Case Closed Status: Leak being confirmed Global Id: T0607700398				

CPS-SLIC: Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

A review of the CPS-SLIC list, as provided by EDR, has revealed that there are 7 CPS-SLIC sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
C & L TRACY GROUP PA	400 TRACY BLVD S	SW 1/8 - 1/4 (0.229 mi.)	B8	20
Database: SLIC REG 5, Date of Government Version: 04/01/2005				
CHEVRON PIPELINE CO	***413 MOUNT DIABLO AVE***	***ESE 1/4 - 1/2 (0.270 mi.)***	***11***	***41***
Database: CPS-SLIC, Date of Government Version: 12/10/2018 Database: SLIC REG 5, Date of Government Version: 04/01/2005 Global Id: SL185382910 Facility Status: Completed - Case Closed				

Lower Elevation	Address	Direction / Distance	Map ID	Page
CHEVRON TRACY RAILYA	***BALDWIN COURT***	***N 1/8 - 1/4 (0.218 mi.)***	***7***	***19***
Database: CPS-SLIC, Date of Government Version: 12/10/2018				

Global Id: T10000003119
Facility Status: Completed - Case Closed

TRACY MULTIMODEL STA	6TH ST & CENTRAL AVE	NE 1/4 - 1/2 (0.327 mi.)	C12	42
Database: SLIC REG 5, Date of Government Version: 04/01/2005				
CHEVRON, TAOC 6TH ST	***6TH STREET***	***NE 1/4 - 1/2 (0.330 mi.)***	***C13***	***42***
Database: CPS-SLIC, Date of Government Version: 12/10/2018				
Global Id: T10000001235				
Facility Status: Open - Site Assessment				
CHEVRON TRACY RAILYA	***3RD STREET***	***ENE 1/4 - 1/2 (0.414 mi.)***	***15***	***44***
Database: CPS-SLIC, Date of Government Version: 12/10/2018				
Global Id: T10000003120				
Facility Status: Open - Site Assessment				
TRACY POLICE FACILIT	325 10TH ST E	N 1/4 - 1/2 (0.489 mi.)	18	53
Database: SLIC REG 5, Date of Government Version: 04/01/2005				

State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the State Water Resources Control Board's Hazardous Substance Storage Container Database.

A review of the UST list, as provided by EDR, has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BENJAMIN, DANNY	90 W MT OSO AVE	SE 1/8 - 1/4 (0.202 mi.)	5	13
Database: UST SAN JOAQUIN, Date of Government Version: 06/22/2018				
Facility Id: FA0014766				
Tank Status: 02 - Inactive, non-billable				

State and tribal voluntary cleanup sites

VCP: Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

A review of the VCP list, as provided by EDR, and dated 01/28/2019 has revealed that there is 1 VCP site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TRACY GROUP PROPERTY	***400 SOUTH TRACY BOUL***	***SW 1/8 - 1/4 (0.218 mi.)***	***B6***	***13***
Status: No Further Action				
Facility Id: 39290008				

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT: The Waste Management Unit Database System is used for program tracking and inventory of waste management units. The source is the State Water Resources Control Board.

A review of the WMUDS/SWAT list, as provided by EDR, and dated 04/01/2000 has revealed that there is 1 WMUDS/SWAT site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TRACY CITY LANDFILL	SCHULTE RD & SOUTH '	SE 1/4 - 1/2 (0.334 mi.)	14	43

Local Lists of Hazardous waste / Contaminated Sites

HIST Cal-Sites: Formerly known as ASPIS, this database contains both known and potential hazardous substance sites. The source is the California Department of Toxic Substance Control. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

A review of the HIST Cal-Sites list, as provided by EDR, and dated 08/08/2005 has revealed that there is 1 HIST Cal-Sites site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
RENOWN HOMES	***CORNER OF TRACY BLVD***	***NNW 1/4 - 1/2 (0.463 mi.)***	***16***	***45***

Other Ascertainable Records

FINDS: The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 02/15/2019 has revealed that there is 1 FINDS site within approximately 0.001 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
STRONG PROPERTY Registry ID:: 110066335870	5157 BUS LOOP 205 W	0 - 1/8 (0.001 mi.)	A2	12

HIST CORTESE: The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

A review of the HIST CORTESE list, as provided by EDR, and dated 04/01/2001 has revealed that there are 3 HIST CORTESE sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
STRONG PROPERTY Reg Id: 390414	***5157 BUS LOOP 205 W***	***0 - 1/8 (0.001 mi.)***	***A1***	***8***
BOYD SERVICE CENTER Reg Id: 390904	***560 TRACY BLVD***	***SW 1/4 - 1/2 (0.255 mi.)***	***B9***	***20***

Lower Elevation	Address	Direction / Distance	Map ID	Page
TRACY DISPOSAL SERVI Reg Id: 390510	***99 6TH ST W***	***NNE 1/4 - 1/2 (0.266 mi.)***	***10***	***29***

Notify 65: Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

A review of the Notify 65 list, as provided by EDR, and dated 03/18/2019 has revealed that there are 2 Notify 65 sites within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
LEVAND-BRIGHT PROPER	***3 EAST 11TH STREET***	***NNE 1/2 - 1 (0.625 mi.)***	***D20***	***54***
LEVAND FAMILY TRUST	***47 EAST ELEVENTH STR***	***NNE 1/2 - 1 (0.639 mi.)***	***D21***	***58***

CERS: The CalEPA Regulated Site Portal database combines data about environmentally regulated sites and facilities in California into a single database. It combines data from a variety of state and federal databases, and provides an overview of regulated activities across the spectrum of environmental programs for any given location in California. These activities include hazardous materials and waste, state and federal cleanups, impacted ground and surface waters, and toxic materials

A review of the CERS list, as provided by EDR, and dated 04/09/2019 has revealed that there is 1 CERS site within approximately 0.001 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
STRONG PROPERTY	***5157 BUS LOOP 205 W***	***0 - 1/8 (0.001 mi.)***	***A1***	***8***

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LUST: The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in

current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

A review of the RGA LUST list, as provided by EDR, has revealed that there are 2 RGA LUST sites within approximately 0.001 miles of the target property.

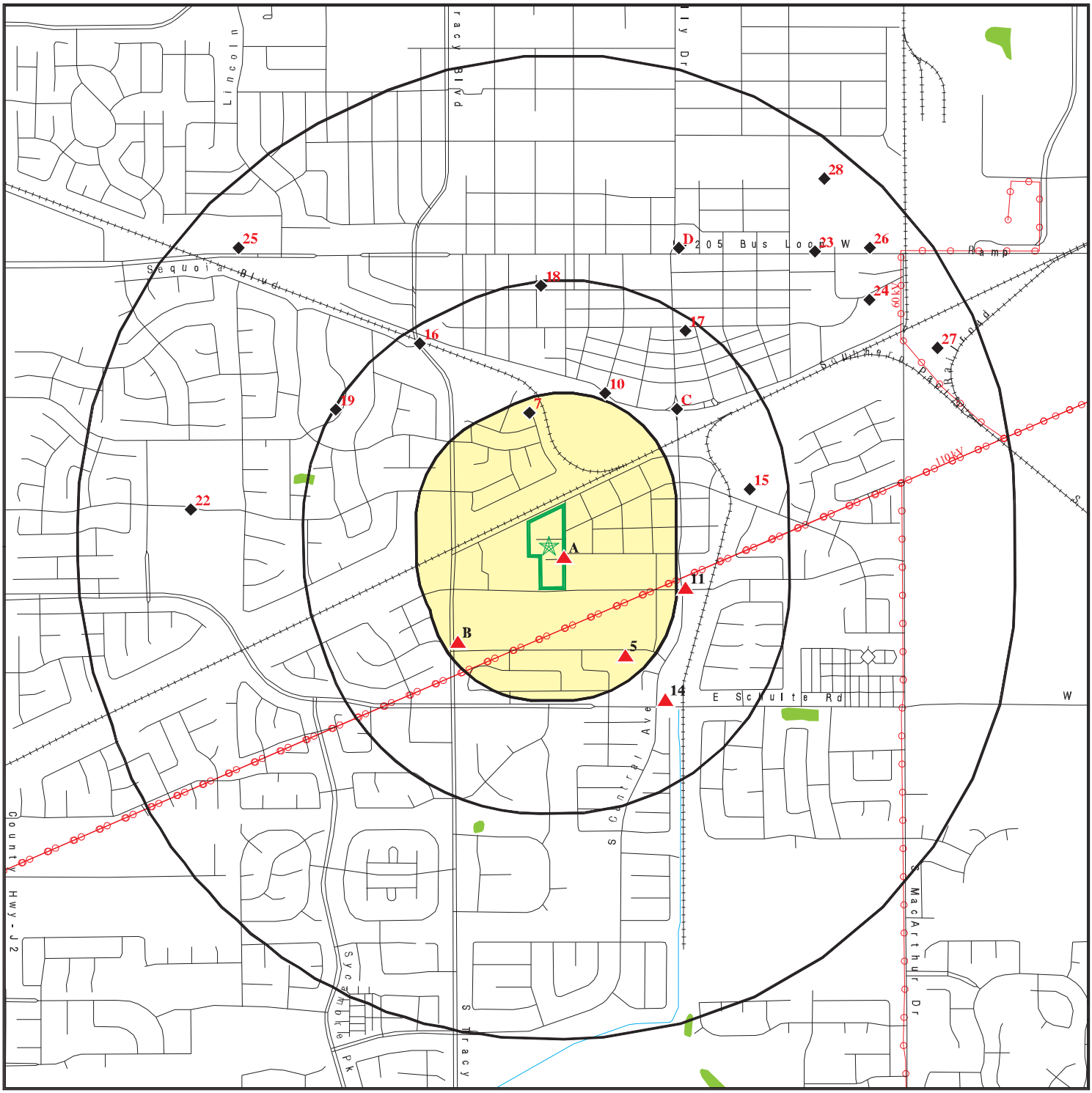
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
STRONG PROPERTY	5157 BUS LOOP 205 W	0 - 1/8 (0.001 mi.)	A3	12
M & M BUILDERS SUPPL	8111 BUS LOOP 205 W	0 - 1/8 (0.001 mi.)	A4	12

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 11 records.

Site Name	Database(s)
	CDL
	CDL
	CDL
DEFENSE DEPOT, TRACY - SOIL REMOVA	HIST Cal-Sites, CA BOND EXP. PLAN
TRACY UNIFIED SCHOOL DISTRICT	RCRA NonGen / NLR
CHEVRON TRACY RAILYARD OFFSITE-WES	FINDS
CHEVRON PIPE LINE COMPANY, NICHOLA	CPS-SLIC
PG&E VERNALIS	CPS-SLIC
TRACY CORNERS	CPS-SLIC
TRACY D.D.- CENT.	CA BOND EXP. PLAN
CITY OF TRACY	EMI

OVERVIEW MAP - 5685031.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Tracy Homes ADDRESS: 340 W. Fourth Street Tracy CA 95376 LAT/LONG: 37.730256 / 121.43088	CLIENT: Condor Earth Technologies, Inc CONTACT: Alex Dewitt INQUIRY #: 5685031.2s DATE: June 14, 2019 7:38 pm

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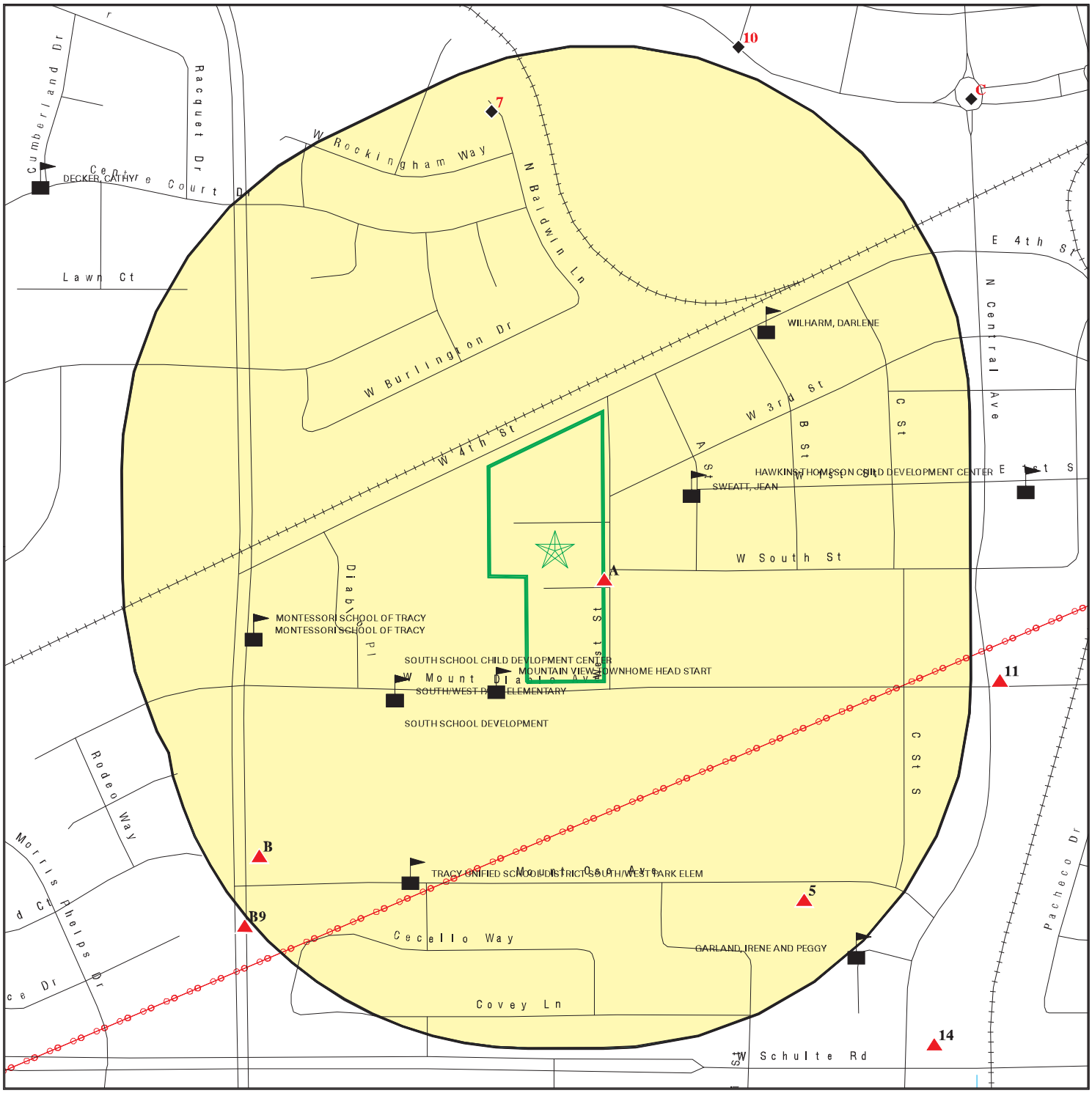
DETAIL MAP - 5685031.2S



0 1/16 1/8 1/4 Miles

- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Tracy Homes ADDRESS: 340 W. Fourth Street Tracy CA 95376 LAT/LONG: 37.730256 / 121.43088	CLIENT: Condor Earth Technologies, Inc CONTACT: Alex Dewitt INQUIRY #: 5685031.2s DATE: June 14, 2019 7:42 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
State- and tribal - equivalent NPL								
RESPONSE	1.000		0	0	1	0	NR	1
State- and tribal - equivalent CERCLIS								
ENVIROSTOR	1.000		0	1	3	7	NR	11
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		1	0	2	NR	NR	3

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
CPS-SLIC	0.500		0	2	5	NR	NR	7
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	1	NR	NR	NR	1
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	1	0	NR	NR	1
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
WMUDS/SWAT	0.500		0	0	1	NR	NR	1
SWRCY	0.500		0	0	0	NR	NR	0
HAULERS	0.001		0	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	1	0	NR	1
SCH	0.250		0	0	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
CERS HAZ WASTE	0.250		0	0	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
PFAS	0.001		0	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
SWEEPS UST	0.250		0	0	NR	NR	NR	0
HIST UST	0.250		0	0	NR	NR	NR	0
CA FID UST	0.250		0	0	NR	NR	NR	0
CERS TANKS	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LIENS 2	0.001		0	NR	NR	NR	NR	0
DEED	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
CHMIRS	0.001		0	NR	NR	NR	NR	0
LDS	0.001		0	NR	NR	NR	NR	0
MCS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
FINDS	0.001		1	NR	NR	NR	NR	1
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
Cortese	0.500		0	0	0	NR	NR	0
CUPA Listings	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EMI	0.001		0	NR	NR	NR	NR	0
ENF	0.001		0	NR	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
HAZNET	0.001		0	NR	NR	NR	NR	0
ICE	0.001		0	NR	NR	NR	NR	0
HIST CORTESE	0.500		1	0	2	NR	NR	3
HWP	1.000		0	0	0	0	NR	0
HWT	0.250		0	0	NR	NR	NR	0
MINES	0.001		0	NR	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
PEST LIC	0.001		0	NR	NR	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
Notify 65	1.000		0	0	0	2	NR	2
UIC	0.001		0	NR	NR	NR	NR	0
UIC GEO	0.001		0	NR	NR	NR	NR	0
WASTEWATER PITS	0.500		0	0	0	NR	NR	0
WDS	0.001		0	NR	NR	NR	NR	0
MILITARY PRIV SITES	0.001		0	NR	NR	NR	NR	0
PROJECT	0.001		0	NR	NR	NR	NR	0
WDR	0.001		0	NR	NR	NR	NR	0
CIWQS	0.001		0	NR	NR	NR	NR	0
CERS	0.001		1	NR	NR	NR	NR	1
NON-CASE INFO	0.001		0	NR	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
OTHER OIL GAS	0.001		0	NR	NR	NR	NR	0
PROD WATER PONDS	0.001		0	NR	NR	NR	NR	0
SAMPLING POINT	0.001		0	NR	NR	NR	NR	0
WELL STIM PROJ	0.001		0	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		2	NR	NR	NR	NR	2
- Totals --		0	6	5	15	9	0	35

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 **STRONG PROPERTY** **LUST** **S101302907**
5157 BUS LOOP 205 W **HIST CORTESE** **N/A**
< 1/8 **TRACY, CA 95376** **CERS**
0.001 mi.
3 ft. **Site 1 of 4 in cluster A**

Relative: Higher
Actual: 68 ft.

LUST:

Lead Agency:	SAN JOAQUIN COUNTY
Case Type:	LUST Cleanup Site
Geo Track:	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0607700322
Global Id:	T0607700322
Latitude:	37.7406865998849
Longitude:	-121.369528770447
Status:	Completed - Case Closed
Status Date:	03/22/2010
Case Worker:	Not reported
RB Case Number:	390414
Local Agency:	Not reported
File Location:	Local Agency
Local Case Number:	2054
Potential Media Affect:	Aquifer used for drinking water supply
Potential Contaminants of Concern:	Gasoline
Site History:	Six underground storage tanks were removed from this site in August 1989. High concentrations of petroleum hydrocarbon contamination were detected in soil samples collected from beneath the tanks. A site investigation began in July 1998; soil borings and groundwater monitoring wells were installed. Additional soil borings and groundwater monitoring wells were installed between May 2000 and March 2004 to investigate the vertical and lateral extent of the contamination. Site remediation by overexcavation and removal of contaminated soil was conducted in June 2006. One CPT boring was advanced onsite in November 2007; two grab groundwater samples were collected for investigation of the vertical extent of the groundwater contamination. Both were reported as impacted by petroleum hydrocarbons. Verification monitoring of the groundwater continues, though on a modified schedule. One deep, discretely screened groundwater monitoring well was installed in August 2009 to verify concentrations of contaminants at depth. Preliminary analytical results were reported as non-detect. A Closure Summary Report was submitted 11/18/09; notification of a determination to close the site was made by the SJC/EHD on 11/20/09 was sent to the Regional Water Quality Control Board; the RB concurred with the decision. Monitoring wells destroyed on 1/21/10. Site closed on March 19, 2010

LUST:

Global Id:	T0607700322
Contact Type:	Regional Board Caseworker
Contact Name:	Alan Buehler
Organization Name:	CENTRAL VALLEY RWQCB (REGION 5S)
Address:	11020 SUN CENTER DRIVE #200
City:	RANCHO CORDOVA
Email:	alan.buehler@waterboards.ca.gov
Phone Number:	Not reported

LUST:

Global Id:	T0607700322
Action Type:	ENFORCEMENT
Date:	08/27/2008
Action:	Technical Correspondence / Assistance / Other

STRONG PROPERTY (Continued) **S101302907**

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 02/18/2009
Action: Technical Correspondence / Assistance / Other - #02/18/2009

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 09/19/2008
Action: Technical Correspondence / Assistance / Other - #09/19/2008

Global Id: T0607700322
Action Type: Other
Date: 09/13/1989
Action: Leak Reported

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 01/22/2009
Action: File review

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 06/15/2009
Action: Technical Correspondence / Assistance / Other - #06/15/2009

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 07/28/2008
Action: Technical Correspondence / Assistance / Other - #07/28/2008

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 08/03/2009
Action: File review

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 08/28/2009
Action: Site Visit / Inspection / Sampling

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 11/06/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 09/23/2009
Action: File review

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 01/21/2010
Action: Site Visit / Inspection / Sampling

Global Id: T0607700322
Action Type: ENFORCEMENT

STRONG PROPERTY (Continued) **S101302907**

Date: 12/23/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 11/20/2009
Action: LOP Case Closure Summary to RB

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 03/19/2010
Action: Closure/No Further Action Letter

Global Id: T0607700322
Action Type: REMEDIATION
Date: 05/30/2006
Action: Excavation

Global Id: T0607700322
Action Type: Other
Date: 09/13/1989
Action: Leak Discovery

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 11/09/2007
Action: Site Visit / Inspection / Sampling

Global Id: T0607700322
Action Type: Other
Date: 08/18/1989
Action: Leak Stopped

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 06/25/2002
Action: File review

Global Id: T0607700322
Action Type: ENFORCEMENT
Date: 12/10/2008
Action: Staff Letter - #12/10/2008

LUST:
Global Id: T0607700322
Status: Completed - Case Closed
Status Date: 03/19/2010

Global Id: T0607700322
Status: Completed - Case Closed
Status Date: 03/22/2010

Global Id: T0607700322
Status: Open - Case Begin Date
Status Date: 08/18/1989

Global Id: T0607700322

STRONG PROPERTY (Continued) **S101302907**

Status: Open - Remediation
Status Date: 06/01/2006

Global Id: T0607700322
Status: Open - Site Assessment
Status Date: 09/13/1989

Global Id: T0607700322
Status: Open - Verification Monitoring
Status Date: 05/30/2006

Global Id: T0607700322
Status: Open - Verification Monitoring
Status Date: 06/02/2006

LUST REG 5:
Region: 5
Status: Post remedial action monitoring
Case Number: 390414
Case Type: Drinking Water Aquifer affected
Substance: GASOLINE
Staff Initials: JLB
Lead Agency: Local
Program: LUST
MTBE Code: 1

HIST CORTESE:
Region: CORTESE
Facility County Code: 39
Reg By: LTNKA
Reg Id: 390414

CERS TANKS:
Site ID: 206468
CERS ID: T0607700322
Site Name: STRONG PROPERTY
CERS Description: Leaking Underground Storage Tank Cleanup Site

Affiliation:
Affiliation Type Desc: Regional Board Caseworker
Entity Name: Alan Buehler - CENTRAL VALLEY RWQCB (REGION 5S)
Entity Title: Not reported
Affiliation Address: 11020 SUN CENTER DRIVE #200
Affiliation City: RANCHO CORDOVA
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

A2 **STRONG PROPERTY** **FINDS** **1023338300**
5157 BUS LOOP 205 W **N/A**
< 1/8 **TRACY, CA 95376**
0.001 mi.
3 ft. **Site 2 of 4 in cluster A**

Relative: FINDS:
Higher

Actual: Registry ID: 110066335870
68 ft.

Environmental Interest/Information System
STATE MASTER

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A3 **STRONG PROPERTY** **RGA LUST** **S114696663**
5157 BUS LOOP 205 W **N/A**
< 1/8 **TRACY, CA**
0.001 mi.
3 ft. **Site 3 of 4 in cluster A**

Relative: RGA LUST:
Higher

Actual:
68 ft.

2012	STRONG PROPERTY	5157 BUS LOOP 205 W
2011	STRONG PROPERTY	5157 BUS LOOP 205 W
2010	STRONG PROPERTY	5157 BUS LOOP 205 W
2009	STRONG PROPERTY	5157 BUS LOOP 205 W
2008	STRONG PROPERTY	5157 BUS LOOP 205 W
2007	STRONG PROPERTY	5157 BUS LOOP 205 W
2006	STRONG PROPERTY	5157 BUS LOOP 205 W
2005	STRONG PROPERTY	5157 BUS LOOP 205 W
2003	STRONG PROPERTY	5157 BUS LOOP 205 W
2002	STRONG PROPERTY	5157 BUS LOOP 205 W
2001	STRONG PROPERTY	5157 BUS LOOP 205 W
2000	STRONG PROPERTY	5157 BUS LOOP 205 W
1998	STRONG PROPERTY	5157 BUS LOOP 205 W
1997	STRONG PROPERTY	5157 BUS LOOP 205 W
1996	STRONG PROPERTY	5157 BUS LOOP 205 W
1995	STRONG PROPERTY	5157 BUS LOOP 205 W
1994	STRONG PROPERTY	5157 BUS LOOP 205 W
1993	STRONG PROPERTY	5157 BUS LOOP 205 W

A4 **M & M BUILDERS SUPPLY** **RGA LUST** **S114646147**
8111 BUS LOOP 205 W **N/A**
< 1/8 **TRACY, CA**
0.001 mi.
3 ft. **Site 4 of 4 in cluster A**

Relative: RGA LUST:
Higher

Actual:
68 ft.

2000	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1998	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1997	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1996	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1995	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1994	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W
1993	M & M BUILDERS SUPPLY	8111 BUS LOOP 205 W

5
SE
1/8-1/4
0.202 mi.
1067 ft.

BENJAMIN, DANNY
90 W MT OSO AVE
TRACY, CA 95376

UST **U004023356**
N/A

Relative:
Higher

Actual:
75 ft.

UST SAN JOAQUIN:

Region:	SJ
Facility Id:	FA0014766
Mail Address:	1381 FRUITWOOD WAY
Mail Address 2:	Not reported
Mail Care of:	BENJAMIN, DANNY
Mail City,St,Zip:	TRACY, CA 95376
Tank Rec ID:	TA0515692
Tank Number:	1
Tank Status:	02 - Inactive, non-billable
Tank Capacity:	350
Product Type Desc:	09 - OTHER PETROLEUM
Program Element:	2360
Decode for Program Element:	2360 - UST - PER TANK FEE
Chemical Form:	(none)
CAS#:	Not reported
CERS ID:	Not reported
Cross Ref Tank ID:	Not reported
LEA ID:	9
Common Name:	Not reported
Date Installed:	Not reported
Date of Closure:	Not reported
Latitude:	Not reported
Longitude:	Not reported

B6
SW
1/8-1/4
0.218 mi.
1150 ft.

TRACY GROUP PROPERTY
400 SOUTH TRACY BOULEVARD
TRACY, CA 95376

Site 1 of 3 in cluster B

ENVIROSTOR **S101482094**
VCP **N/A**

Relative:
Higher

Actual:
74 ft.

ENVIROSTOR:

Facility ID:	39290008
Status:	No Further Action
Status Date:	12/09/1998
Site Code:	100262
Site Type:	Voluntary Cleanup
Site Type Detailed:	Voluntary Cleanup
Acres:	1
NPL:	NO
Regulatory Agencies:	NONE SPECIFIED
Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Steven Becker
Division Branch:	Cleanup Sacramento
Assembly:	13
Senate:	05
Special Program:	Voluntary Cleanup Program
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Responsible Party
Latitude:	37.7275
Longitude:	-121.4344

TRACY GROUP PROPERTY (Continued) **S101482094**

APN: NONE SPECIFIED
Past Use: TRANSPORTATION - PIPELINE
Potential COC: TPH-diesel
Confirmed COC: TPH-diesel
Potential Description: SOIL
Alias Name: 110033609593
Alias Type: EPA (FRS #)
Alias Name: 100262
Alias Type: Project Code (Site Code)
Alias Name: 39290008
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 06/15/1991
Comments: Preliminary Endangerment Assessment Completed: Crude oil contamination was discovered at the site during a 1989 geo- technical investigation prior to development of the proper- ty. Initial investigations revealed contamination between thirteen and sixteen feet below ground surface. The quan- tity of contaminated soil was estimated to be 1400 cubic yards. The contamination was believed to be the result of a leak from an underground pipeline belonging to Southern Pacific Railroad Company. The PEA determined that no threat was posed by the contamin- ation via surface water, air, and direct contact routes as long as the soil remained unexcavated. The Dept recommended that restrictions be placed in the property deed to limit excavations, onsite construction, and groundwater use at the site. The Dept also recommended that groundwater monitoring continue under the oversight of the RWQCB.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 11/15/1990
Comments: Site Screening completed. RWQCB approved the residential development of the uncontaminated portion of the site. The site was referred to DHS for oversight of the PEA. The PEA was initiated on August 21, 1990.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 06/30/1990
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 03/26/1990
Comments: Site Screening Done: Assessment Report indicates crude petroleum soil contamination. Central Valley RWQCB is re- questing further investigation. If groundwater is not con- taminated, DHS will address the soil contamination.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported

TRACY GROUP PROPERTY (Continued) **S101482094**

Completed Document Type: Site Screening
Completed Date: 06/27/1991
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 06/27/1991
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Phase 1
Completed Date: 08/01/1990
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Risk Assessment Report
Completed Date: 12/09/1998
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: *Voluntary Cleanup Agreement Completion
Completed Date: 12/09/1998
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 11/06/1998
Comments: VCOMP - A VOLUNTARY CLEANUP AGREEMENT WAS ENTERED INTO BETWEEN DTSC AND TRUMARK COMPANIES TO REVIEW THE RISK EVALUATION PREPARED FOR THE SITE AND DETERMINE WHETHER LAND USE RESTRICTIONS/NOTICE WOULD BE REQUIRED TO RUN WITH THE SITE. DTSC PROVIDED OVERSIGHT AND CONCURRENCE THAT NFA IS REQUIRED AT THE SITE.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 10/27/1989
Comments: Facility Identified: DHS received phone call regarding Assessment Report submitted to Central Valley RWQCB.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Correspondence
Completed Date: 12/06/1995
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: No Further Action Letter
Completed Date: 12/09/1998
Comments: No Further Action Letter

TRACY GROUP PROPERTY (Continued) **S101482094**

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 11/06/1998
Comments: Executed VCA

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

VCP:
Facility ID: 39290008
Site Type: Voluntary Cleanup
Site Type Detail: Voluntary Cleanup
Site Mgmt. Req.: NONE SPECIFIED
Acres: 1
National Priorities List: NO
Cleanup Oversight Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Lead Agency Description: Not reported
Project Manager: Not reported
Supervisor: Steven Becker
Division Branch: Cleanup Sacramento
Site Code: 100262
Assembly: 13
Senate: 05
Special Programs Code: Voluntary Cleanup Program
Status: No Further Action
Status Date: 12/09/1998
Restricted Use: NO
Funding: Responsible Party
Lat/Long: 37.7275 / -121.4344
APN: NONE SPECIFIED
Past Use: TRANSPORTATION - PIPELINE
Potential COC: 30024
Confirmed COC: 30024
Potential Description: SOIL
Alias Name: 110033609593
Alias Type: EPA (FRS #)
Alias Name: 100262
Alias Type: Project Code (Site Code)
Alias Name: 39290008
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 06/15/1991
Comments: Preliminary Endangerment Assessment Completed: Crude oil contamination was discovered at the site during a 1989 geo- technical

TRACY GROUP PROPERTY (Continued) **S101482094**

investigation prior to development of the proper- ty. Initial investigations revealed contamination between thirteen and sixteen feet below ground surface. The quan- tity of contaminated soil was estimated to be 1400 cubic yards. The contamination was believed to be the result of a leak from an underground pipeline belonging to Southern Pacific Railroad Company. The PEA determined that no threat was posed by the contamin- ation via surface water, air, and direct contact routes as long as the soil remained unexcavated. The Dept recommended that restrictions be placed in the property deed to limit excavations, onsite construction, and groundwater use at the site. The Dept also recommended that groundwater monitoring continue under the oversight of the RWQCB.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 11/15/1990
Comments: Site Screening completed. RWQCB approved the residential development of the uncontaminated portion of the site. The site was referred to DHS for oversight of the PEA. The PEA was initiated on August 21, 1990.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 06/30/1990
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 03/26/1990
Comments: Site Screening Done: Assessment Report indicates crude petroleum soil contamination. Central Valley RWQCB is re- questing further investigation. If groundwater is not con- taminated, DHS will address the soil contamination.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 06/27/1991
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 06/27/1991
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Phase 1
Completed Date: 08/01/1990
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported

TRACY GROUP PROPERTY (Continued) **S101482094**

Completed Document Type: Risk Assessment Report
Completed Date: 12/09/1998
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: *Voluntary Cleanup Agreement Completion
Completed Date: 12/09/1998
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 11/06/1998
Comments: VCOMP - A VOLUNTARY CLEANUP AGREEMENT WAS ENTERED INTO BETWEEN DTSC AND TRUMARK COMPANIES TO REVIEW THE RISK EVALUATION PREPARED FOR THE SITE AND DETERMINE WHETHER LAND USE RESTRICTIONS/NOTICE WOULD BE REQUIRED TO RUN WITH THE SITE. DTSC PROVIDED OVERSIGHT AND CONCURRENCE THAT NFA IS REQUIRED AT THE SITE.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 10/27/1989
Comments: Facility Identified: DHS received phone call regarding Assessment Report submitted to Central Valley RWQCB.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Correspondence
Completed Date: 12/06/1995
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: No Further Action Letter
Completed Date: 12/09/1998
Comments: No Further Action Letter

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 11/06/1998
Comments: Executed VCA

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

7
North
1/8-1/4
0.218 mi.
1152 ft.

CHEVRON TRACY RAILYARD OFFSITE-WEST
BALDWIN COURT
TRACY, CA 95376

CPS-SLIC **S111121308**
CERS **N/A**

Relative:
Lower

Actual:
60 ft.

CPS-SLIC:

Site Name:	CHEVRON TRACY RAILYARD OFFSITE-WEST
Region:	STATE
Facility Status:	**Completed - Case Closed**
Status Date:	03/11/2014
Global Id:	T10000003119
Lead Agency:	CENTRAL VALLEY RWQCB (REGION 5F)
Lead Agency Case Number:	Not reported
Latitude:	37.7345776904387
Longitude:	-121.431670188904
Case Type:	Cleanup Program Site
Case Worker:	CDH
Local Agency:	Not reported
RB Case Number:	Not reported
File Location:	Regional Board
Potential Media Affected:	Under Investigation
Potential Contaminants of Concern:	Crude Oil
Site History:	Tracy Railyard Offsite-West project is lateal to and directly west of the Tracy Railyard (TRY) project. Historical crude oil pipeline leaks at the TRY site are currenly being investigated separately with oversight by the Fresno Regional Board staff. A workplan to investigate the offsite lateral extent of crude oil impacts to the west of the TRY site was approved by RB staff in January 2011. An investigative report is due in latter 2011. The soil and groundwater investigaion report was provided by Chevron 30 August 2011; the findings indicated that soil and groundwater had been delineated and the next step forward was preparation of a site health risk assessment. Chevron provided a Human Health and Ecological Screening Evaluation, dated 10 July 2012. According to the findings, a single detection of benzo(g, h, i)perylene at 0.03 mg/kg was detected in the upper ten feet of soil. According to the Risk Screening evaluation, and consistent with the California Preliminary Endangerment Assessment guidance manual, prepared by DTSC, the single detection was considered during the risk screening evalaution. Since a cancer slope for this chemical has not been established, it is not appropriate to calculate a potential cancer risk. The non-cancer health hazard for benzo(g, h, i)perylene was estimated at 1.6E-05, which is well below the acceptable value of 1. Thus, the consultant concluded in their report that the site-related chemicals are not likley to result in non-cancer health hazards under the condtions evaluated. The consultant conducted a review/survey of ecological receptors and found that a threat to sensitive receptors does not appear to exist within one mile of the site. Chevron submitted a request for No Further Action determination report, dated 28 June 2013. On 21 Janaury 2014, a project Fact Sheet and cover letter was submitted to nearby/adjacent property owners; comments from one property owner were discussed with the individual. No other comments were received. On 11 March 2014, the project site was granted a No Further Action closure status. The site is considered closed.

Click here to access the California GeoTracker records for this facility:

CHEVRON TRACY RAILYARD OFFSITE-WEST (Continued) **S111121308**

CERS TANKS:
- Site ID: 244913
- CERS ID: T10000003119
- Site Name: CHEVRON TRACY RAILYARD OFFSITE-WEST
- CERS Description: Cleanup Program Site

Affiliation:
- Affiliation Type Desc: Regional Board Caseworker
- Entity Name: C DEAN HUBBARD - CENTRAL VALLEY RWQCB (REGION 5F)
- Entity Title: Not reported
- Affiliation Address: 1685 E STREET
- Affiliation City: FRESNO
- Affiliation State: CA
- Affiliation Country: Not reported
- Affiliation Zip: Not reported
- Affiliation Phone: Not reported

B8 **C & L TRACY GROUP PARTNERSHIP ARCHIVED** **CPS-SLIC** **S106230476**
SW **400 TRACY BLVD S** **N/A**
1/8-1/4 **TRACY, CA**
0.229 mi.
1207 ft. **Site 2 of 3 in cluster B**

Relative: **Higher**
Actual: **75 ft.**

SLIC REG 5:
- Region: 5
- Facility Status: Remediation Completed
- Unit: Facility is a Spill or site
- Pollutant: TPH - d, Vn
- Lead Agency: Not reported
- Date Filed: / /
- Report Date: 06/15/91
- Date Added: Not reported
- Date Closed: Not reported

B9 **BOYD SERVICE CENTER** **LUST** **S103665019**
SW **560 TRACY BLVD** **EMI** **N/A**
1/4-1/2 **TRACY, CA 95376** **HIST CORTESE**
0.255 mi. **CERS**
1344 ft. **Site 3 of 3 in cluster B**

Relative: **Higher**
Actual: **75 ft.**

LUST:
- Lead Agency: SAN JOAQUIN COUNTY
- Case Type: LUST Cleanup Site
- Geo Track: http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0607700728
- Global Id: T0607700728
- Latitude: 37.7345752
- Longitude: -121.4345441
- Status: Completed - Case Closed
- Status Date: 10/01/2013
- Case Worker: Not reported
- RB Case Number: 390904
- Local Agency: Not reported
- File Location: Local Agency
- Local Case Number: 1421
- Potential Media Affect: Aquifer used for drinking water supply

BOYD SERVICE CENTER (Continued) **S103665019**

Potential Contaminants of Concern: Diesel
Site History: December 1998- Three underground storage tanks removed from the site; petroleum hydrocarbon contamination noted in the soil beneath the tanks. February 2003- Site investigation began with the advancement of geoprobe soil borings for the collection of soil and grab groundwater samples for analysis. October 2008- Additional borings installed. February 2009- Groundwater monitoring wells installed. June 13, 2013 Groundwater monitoring wells destroyed. The EHD issued a No Further Action Required (NFAR) letter dated 10/1/2013, confirming completion of the site investigation and corrective action for the underground storage tanks(s). The agency finds that the site investigation and corrective action carried out at the site is in compliance with the requirements of subdivisions (a) and (b) of Section 25296.10 of the California Health and Safety Code (CHSC) and with corrective action regulations adopted pursuant to Section 25299.3, CHSC. No further action related to the petroleum release(s) at the site is required.

LUST:
Global Id: T0607700728
Contact Type: Regional Board Caseworker
Contact Name: Alan Buehler
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200
City: RANCHO CORDOVA
Email: alan.buehler@waterboards.ca.gov
Phone Number: Not reported

LUST:
Global Id: T0607700728
Action Type: RESPONSE
Date: 01/17/2013
Action: Well Destruction Workplan - Regulator Responded

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 08/19/2008
Action: Technical Correspondence / Assistance / Other - #08/19/2008

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 02/05/2008
Action: Technical Correspondence / Assistance / Other - #02/05/2008

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 02/05/2008
Action: Technical Correspondence / Assistance / Other - #02/05/2008

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 02/12/2009
Action: Site Visit / Inspection / Sampling

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 05/11/2009

BOYD SERVICE CENTER (Continued) **S103665019**

Action: File review

Global Id: T0607700728
Action Type: Other
Date: 12/13/1995
Action: Leak Reported

Global Id: T0607700728
Action Type: RESPONSE
Date: 09/12/2013
Action: Well Destruction Report

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 07/01/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 09/17/2009
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 10/16/2009
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 07/22/2009
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 09/01/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 03/04/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 06/01/2010
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 07/22/2010
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 03/11/2011
Action: File review

BOYD SERVICE CENTER (Continued) **S103665019**

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 06/21/2011
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 12/22/2010
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 08/05/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 09/29/2010
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 11/16/2011
Action: LOP Case Closure Summary to RB

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 12/02/2011
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 12/07/2011
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 01/25/2013
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 09/16/2013
Action: Site Visit / Inspection / Sampling

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 10/16/2012
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 06/13/2013
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700728
Action Type: ENFORCEMENT

BOYD SERVICE CENTER (Continued) **S103665019**

Date: 05/25/2012
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 04/19/2013
Action: File Review - Closure

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 08/01/2013
Action: File review

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 10/01/2013
Action: Closure/No Further Action Letter

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 08/05/2013
Action: File review

Global Id: T0607700728
Action Type: Other
Date: 08/09/1995
Action: Leak Discovery

Global Id: T0607700728
Action Type: Other
Date: 08/18/1995
Action: Leak Stopped

Global Id: T0607700728
Action Type: ENFORCEMENT
Date: 01/26/1998
Action: Notice of Responsibility

LUST:
Global Id: T0607700728
Status: Completed - Case Closed
Status Date: 10/01/2013

Global Id: T0607700728
Status: Open - Case Begin Date
Status Date: 08/09/1995

Global Id: T0607700728
Status: Open - Eligible for Closure
Status Date: 01/25/2013

Global Id: T0607700728
Status: Open - Site Assessment
Status Date: 09/09/1995

Global Id: T0607700728
Status: Open - Site Assessment

BOYD SERVICE CENTER (Continued) **S103665019**

Status Date: 02/10/2003

LUST REG 5:
Region: 5
Status: Leak being confirmed
Case Number: 390904
Case Type: Drinking Water Aquifer affected
Substance: GASOLINE
Staff Initials: JLB
Lead Agency: Local
Program: LUST
MTBE Code: 6

EMI:

Year:	2006
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0854199571045903275
Reactive Organic Gases Tons/Yr:	.08499705528869633
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2007
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0899070255768972212
Reactive Organic Gases Tons/Yr:	.08946190893554688
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2008
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD

BOYD SERVICE CENTER (Continued) **S103665019**

Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0944706347322985626
Reactive Organic Gases Tons/Yr:	.09400292432403564
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2009
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	8.9443872296926297E-2
Reactive Organic Gases Tons/Yr:	8.9001048660278206E-2
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2010
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	8.9533274324189296E-2
Reactive Organic Gases Tons/Yr:	8.9090000000000003E-2
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2011
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0.088066281729
Reactive Organic Gases Tons/Yr:	0.087630278343
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0

BOYD SERVICE CENTER (Continued) **S103665019**

SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0

Year: 2012
County Code: 39
Air Basin: SJV
Facility ID: 875
Air District Name: SJU
SIC Code: 9199
Air District Name: SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.088066281729
Reactive Organic Gases Tons/Yr: 0.087630278343
Carbon Monoxide Emissions Tons/Yr: 0
NOX - Oxides of Nitrogen Tons/Yr: 0
SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0

Year: 2013
County Code: 39
Air Basin: SJV
Facility ID: 875
Air District Name: SJU
SIC Code: 9199
Air District Name: SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.09692
Reactive Organic Gases Tons/Yr: 0.09692
Carbon Monoxide Emissions Tons/Yr: 0
NOX - Oxides of Nitrogen Tons/Yr: 0
SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0

Year: 2014
County Code: 39
Air Basin: SJV
Facility ID: 875
Air District Name: SJU
SIC Code: 9199
Air District Name: SAN JOAQUIN VALLEY APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.095671551865
Reactive Organic Gases Tons/Yr: 0.095671551865
Carbon Monoxide Emissions Tons/Yr: 0
NOX - Oxides of Nitrogen Tons/Yr: 0
SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0

Year: 2015
County Code: 39

BOYD SERVICE CENTER (Continued) **S103665019**

Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0.09566
Reactive Organic Gases Tons/Yr:	0.09566
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2016
County Code:	39
Air Basin:	SJV
Facility ID:	875
Air District Name:	SJU
SIC Code:	9199
Air District Name:	SAN JOAQUIN VALLEY APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0.10348
Reactive Organic Gases Tons/Yr:	0.10348
Carbon Monoxide Emissions Tons/Yr:	Not reported
NOX - Oxides of Nitrogen Tons/Yr:	Not reported
SOX - Oxides of Sulphur Tons/Yr:	Not reported
Particulate Matter Tons/Yr:	Not reported
Part. Matter 10 Micrometers and Smllr Tons/Yr:	Not reported

HIST CORTESE:

Region:	CORTESE
Facility County Code:	39
Reg By:	LTNKA
Reg Id:	390904

CERS TANKS:

Site ID:	189562
CERS ID:	T0607700728
Site Name:	BOYD SERVICE CENTER
CERS Description:	Leaking Underground Storage Tank Cleanup Site

Affiliation:

Affiliation Type Desc:	Regional Board Caseworker
Entity Name:	Alan Buehler - CENTRAL VALLEY RWQCB (REGION 5S)
Entity Title:	Not reported
Affiliation Address:	11020 SUN CENTER DRIVE #200
Affiliation City:	RANCHO CORDOVA
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

Site ID: 500005

BOYD SERVICE CENTER (Continued) **S103665019**

CERS ID: 110054262668
Site Name: TRACY CITY
CERS Description: US EPA Air Emission Inventory System (EIS)

10
NNE
1/4-1/2
0.266 mi.
1402 ft.

TRACY DISPOSAL SERVICE
99 6TH ST W
TRACY, CA 95376

LUST **S104163155**
HIST CORTESE **N/A**
CERS

Relative:
Lower

Actual:
59 ft.

LUST:
Lead Agency: SAN JOAQUIN COUNTY
Case Type: LUST Cleanup Site
Geo Track: http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0607700398
Global Id: T0607700398
Latitude: 37.7351502
Longitude: -121.428034
Status: Completed - Case Closed
Status Date: 09/24/2013
Case Worker: Not reported
RB Case Number: 390510
Local Agency: Not reported
File Location: Local Agency
Local Case Number: 2183
Potential Media Affect: Aquifer used for drinking water supply, Soil
Potential Contaminants of Concern: Gasoline
Site History: 1985- Two underground storage tanks (UST) were removed; the location became part of Sixth Street, City of Tracy right-of-way. May 1990- An excavation of the former UST area was performed; soil samples were collected for laboratory analysis and results documented petroleum hydrocarbon impact. February 2003- A site investigation began with the advancement of three soil borings; soil and grab groundwater samples were collected and submitted for analysis. The laboratory results confirmed the petroleum hydrocarbon impact. December 2008- Groundwater monitoring wells were installed to confirm the contaminant impact to groundwater. Quarterly groundwater monitoring and sampling will be completed for one year; following that the routine will change to semi-annual. Monitoring well destruction was completed on June 11, 2013. September 24, 2013 - The EHD confirmed the completion of a site investigation and corrective action for the undergrounds storage tank(s) formerly located at the site.The EHD finds that the site investigation and correction action carried out at the undergound storage tank site is in compliance with the requirements of subdivisions (a) and (b) of Section 25296.10 of the California Health and Safety Code (CHSC) and with corrective action regulations adopted pursuant to Section 25299.3, CHSC. No further action related to the petroleum release is required.

LUST:
Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 01/21/1998
Action: Notice of Responsibility

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/20/2007
Action: Staff Letter

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/27/2010
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 05/04/2000
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/18/2012
Action: Notification - Public Notice of Case Closure

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 08/15/2001
Action: Staff Letter

Global Id: T0607700398
Action Type: RESPONSE
Date: 01/17/2013
Action: Well Destruction Workplan - Regulator Responded

Global Id: T0607700398
Action Type: RESPONSE
Date: 09/12/2013
Action: Well Destruction Report - Regulator Responded

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/05/2008
Action: Technical Correspondence / Assistance / Other - #02/05/2008

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/05/2008
Action: Technical Correspondence / Assistance / Other - #02/05/2008

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 08/19/2008
Action: Technical Correspondence / Assistance / Other - #08/19/2008

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/02/1998
Action: Notice of Responsibility

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/12/2003
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Date: 05/06/1998
Action: Staff Letter

Global Id: T0607700398
Action Type: Other
Date: 06/04/1990
Action: Leak Reported

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 04/06/2009
Action: Staff Letter - #04/06/2009

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 05/13/2009
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 04/03/2009
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/03/2011
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/17/2007
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 04/11/2002
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/01/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 07/01/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/24/2009
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/04/1990
Action: Other Report

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 03/13/2002
Action: Staff Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/26/2009
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 05/21/2010
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 03/04/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 08/05/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/04/2011
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/12/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/03/2011
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/15/2011
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 12/21/2010
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 04/03/2012
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Date: 01/28/2013
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/15/2013
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/09/2013
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 07/31/2012
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 10/02/2012
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/24/2013
Action: Closure/No Further Action Letter

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/13/2013
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 08/27/2012
Action: LOP Case Closure Summary to RB

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 09/16/2013
Action: Site Visit / Inspection / Sampling

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 07/31/2013
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 07/27/2012
Action: File review

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 02/26/2013
Action: Technical Correspondence / Assistance / Other

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Global Id: T0607700398
Action Type: Other
Date: 06/04/1990
Action: Leak Discovery

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 12/11/2008
Action: Site Visit / Inspection / Sampling

Global Id: T0607700398
Action Type: RESPONSE
Date: 08/27/2012
Action: Correspondence

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/04/1990
Action: Notification - Proposition 65 - #90-134

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/04/1990
Action: Unauthorized Release Form - #90-U56

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 05/04/2000
Action: Notification - Fee Title Owners Notice

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 06/12/2003
Action: Technical Correspondence / Assistance / Other

Global Id: T0607700398
Action Type: ENFORCEMENT
Date: 01/21/1998
Action: Notice of Responsibility

Global Id: T0607700398
Action Type: Other
Date: 05/14/1990
Action: Leak Stopped

Global Id: T0607700398
Action Type: RESPONSE
Date: 06/04/1990
Action: Other Report / Document

LUST:
Global Id: T0607700398
Status: Completed - Case Closed
Status Date: 09/24/2013

Global Id: T0607700398
Status: Open - Case Begin Date

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Status Date: 05/14/1990

Global Id: T0607700398
Status: Open - Eligible for Closure
Status Date: 02/05/2003

Global Id: T0607700398
Status: Open - Eligible for Closure
Status Date: 02/26/2013

Global Id: T0607700398
Status: Open - Site Assessment
Status Date: 06/04/1990

Global Id: T0607700398
Status: Open - Site Assessment
Status Date: 02/05/2003

LUST REG 5:
Region: 5
Status: Leak being confirmed
Case Number: 390510
Case Type: Soil only
Substance: GASOLINE
Staff Initials: JLB
Lead Agency: Local
Program: LUST
MTBE Code: N/A

HIST CORTESE:
Region: CORTESE
Facility County Code: 39
Reg By: LTNKA
Reg Id: 390510

CERS TANKS:
Site ID: 163097
CERS ID: T0607700398
Site Name: TRACY DISPOSAL SERVICE
CERS Description: Leaking Underground Storage Tank Cleanup Site

Violations:
Site ID: 163097
Site Name: TRACY DISPOSAL SERVICE
Violation Date: 12-19-2017
Citation: HSC 6.95 25508(a)(1) - California Health and Safety Code, Chapter 6.95, Section(s) 25508(a)(1)
Violation Description: Failure to complete and electronically submit a site map with all required content.
Violation Notes: The site map is missing storm drain locations, emergency shut off, evacuation staging area, and adjacent streets. A site map shall contain a north orientation, loading areas, internal roads, adjacent streets, storm and sewer drains, access and exit points, emergency shutoffs, evacuation staging areas, hazardous material handling and storage areas, and emergency response equipment. If a site map element

TRACY DISPOSAL SERVICE (Continued) **S104163155**

is not applicable for your facility then list it on the map and label as ?NA". Immediately log into the California Environmental Reporting System (CERS) at http://cers.calepa.ca.gov/, upload the correct or updated information, and submit to the EHD for approval.

Violation Division: San Joaquin County Environmental Health
Violation Program: HMRRP
Violation Source: CERS

Evaluation:
Eval General Type: Compliance Evaluation Inspection
Eval Date: 12-19-2017
Violations Found: Yes
Eval Type: Routine done by local agency
Eval Notes: Complete and submit a copy of the Return to Compliance Certification form to the EHD with a statement documenting the corrective actions that have been or will be taken for each violation, and any supporting paperwork, by 1/18/2018 . Please be aware as of January 1, 2013, all businesses are required to submit all hazardous materials information online to the California Environmental Reporting System (CERS) at http://cers.calepa.ca.gov. Be sure to include your hazardous material activity in the Businesses Activities section in CERS in addition to any other relevant activities and required fields.
Eval Division: San Joaquin County Environmental Health
Eval Program: HMRRP
Eval Source: CERS

Enforcement Action:
Site ID: 163097
Site Name: TRACY DISPOSAL SERVICE
Site Address: 99 6TH ST W
Site City: TRACY
Site Zip: 95376
Enf Action Date: 12-19-2017
Enf Action Type: Notice of Violation (Unified Program)
Enf Action Description: Notice of Violation Issued by the Inspector at the Time of Inspection
Enf Action Notes: Not reported
Enf Action Division: San Joaquin County Environmental Health
Enf Action Program: HMRRP
Enf Action Source: CERS

Coordinates:
Site ID: 163097
Facility Name: TRACY DISPOSAL SERVICE
Env Int Type Code: HMBP
Program ID: 10181079
Coord Name: Not reported
Ref Point Type Desc: Center of a facility or station.
Latitude: 37.735210
Longitude: -121.428230

Affiliation:
Affiliation Type Desc: Document Preparer
Entity Name: Kurt Duren
Entity Title: Not reported
Affiliation Address: Not reported

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Affiliation City: Not reported
Affiliation State: Not reported
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

Affiliation Type Desc: Legal Owner
Entity Name: TRACY DISPOSAL SERVICE
Entity Title: Not reported
Affiliation Address: PO BOX 274
Affiliation City: TRACY
Affiliation State: CA
Affiliation Country: United States
Affiliation Zip: 95378
Affiliation Phone: (209) 832-2355

Affiliation Type Desc: Parent Corporation
Entity Name: TRACY DISPOSAL SERVICE
Entity Title: Not reported
Affiliation Address: Not reported
Affiliation City: Not reported
Affiliation State: Not reported
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

Affiliation Type Desc: CUPA District
Entity Name: San Joaquin Cnty Env Health
Entity Title: Not reported
Affiliation Address: 1868 East Hazelton Avenue
Affiliation City: Stockton
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: 95205-6232
Affiliation Phone: (209) 468-3420

Affiliation Type Desc: Environmental Contact
Entity Name: Scott Stortroen
Entity Title: Not reported
Affiliation Address: PO BOX 93
Affiliation City: TRACY
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: 95378
Affiliation Phone: Not reported

Affiliation Type Desc: Facility Mailing Address
Entity Name: Mailing Address
Entity Title: Not reported
Affiliation Address: PO BOX 274
Affiliation City: TRACY
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: 95378
Affiliation Phone: Not reported

Affiliation Type Desc: Identification Signer

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Entity Name:	Kurt Duren
Entity Title:	Human Resource/Compliance Manager
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported
Affiliation Type Desc:	Operator
Entity Name:	Michael Repetto
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	(209) 835-0601
Site ID:	163097
CERS ID:	10181079
Site Name:	TRACY DISPOSAL SERVICE
CERS Description:	Chemical Storage Facilities

Violations:

Site ID:	163097
Site Name:	TRACY DISPOSAL SERVICE
Violation Date:	12-19-2017
Citation:	HSC 6.95 25508(a)(1) - California Health and Safety Code, Chapter 6.95, Section(s) 25508(a)(1)
Violation Description:	Failure to complete and electronically submit a site map with all required content.
Violation Notes:	The site map is missing storm drain locations, emergency shut off, evacuation staging area, and adjacent streets. A site map shall contain a north orientation, loading areas, internal roads, adjacent streets, storm and sewer drains, access and exit points, emergency shutoffs, evacuation staging areas, hazardous material handling and storage areas, and emergency response equipment. If a site map element is not applicable for your facility then list it on the map and label as ?NA". Immediately log into the California Environmental Reporting System (CERS) at http://cers.calepa.ca.gov/, upload the correct or updated information, and submit to the EHD for approval.
Violation Division:	San Joaquin County Environmental Health
Violation Program:	HMRRP
Violation Source:	CERS

Evaluation:

Eval General Type:	Compliance Evaluation Inspection
Eval Date:	12-19-2017
Violations Found:	Yes
Eval Type:	Routine done by local agency
Eval Notes:	Complete and submit a copy of the Return to Compliance Certification form to the EHD with a statement documenting the corrective actions that have been or will be taken for each violation, and any supporting paperwork, by 1/18/2018 . Please be aware as of January 1, 2013, all businesses are required to submit all hazardous materials information

TRACY DISPOSAL SERVICE (Continued) **S104163155**

online to the California Environmental Reporting System (CERS) at http://cers.calepa.ca.gov. Be sure to include your hazardous material activity in the Businesses Activities section in CERS in addition to any other relevant activities and required fields.

Eval Division: San Joaquin County Environmental Health
Eval Program: HMRRP
Eval Source: CERS

Enforcement Action:
Site ID: 163097
Site Name: TRACY DISPOSAL SERVICE
Site Address: 99 6TH ST W
Site City: TRACY
Site Zip: 95376
Enf Action Date: 12-19-2017
Enf Action Type: Notice of Violation (Unified Program)
Enf Action Description: Notice of Violation Issued by the Inspector at the Time of Inspection
Enf Action Notes: Not reported
Enf Action Division: San Joaquin County Environmental Health
Enf Action Program: HMRRP
Enf Action Source: CERS

Coordinates:
Site ID: 163097
Facility Name: TRACY DISPOSAL SERVICE
Env Int Type Code: HMBP
Program ID: 10181079
Coord Name: Not reported
Ref Point Type Desc: Center of a facility or station.
Latitude: 37.735210
Longitude: -121.428230

Affiliation:
Affiliation Type Desc: Document Preparer
Entity Name: Kurt Duren
Entity Title: Not reported
Affiliation Address: Not reported
Affiliation City: Not reported
Affiliation State: Not reported
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

Affiliation Type Desc: Legal Owner
Entity Name: TRACY DISPOSAL SERVICE
Entity Title: Not reported
Affiliation Address: PO BOX 274
Affiliation City: TRACY
Affiliation State: CA
Affiliation Country: United States
Affiliation Zip: 95378
Affiliation Phone: (209) 832-2355

Affiliation Type Desc: Parent Corporation
Entity Name: TRACY DISPOSAL SERVICE
Entity Title: Not reported

TRACY DISPOSAL SERVICE (Continued) **S104163155**

Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported
Affiliation Type Desc:	CUPA District
Entity Name:	San Joaquin Cnty Env Health
Entity Title:	Not reported
Affiliation Address:	1868 East Hazelton Avenue
Affiliation City:	Stockton
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95205-6232
Affiliation Phone:	(209) 468-3420
Affiliation Type Desc:	Environmental Contact
Entity Name:	Scott Stortroen
Entity Title:	Not reported
Affiliation Address:	PO BOX 93
Affiliation City:	TRACY
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95378
Affiliation Phone:	Not reported
Affiliation Type Desc:	Facility Mailing Address
Entity Name:	Mailing Address
Entity Title:	Not reported
Affiliation Address:	PO BOX 274
Affiliation City:	TRACY
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	95378
Affiliation Phone:	Not reported
Affiliation Type Desc:	Identification Signer
Entity Name:	Kurt Duren
Entity Title:	Human Resource/Compliance Manager
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported
Affiliation Type Desc:	Operator
Entity Name:	Michael Repetto
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	(209) 835-0601

11
ESE
1/4-1/2
0.270 mi.
1424 ft.

CHEVRON PIPELINE CO - MOUNTAIN VIEW TOWNHOMES SITE
413 MOUNT DIABLO AVE
TRACY, CA

CPS-SLIC
CERS

S105556844
N/A

Relative:
Higher

Actual:
69 ft.

CPS-SLIC:

Site Name:	CHEVRON PIPELINE CO - MOUNTAIN VIEW TOWNHOMES SITE
Region:	STATE
Facility Status:	**Completed - Case Closed**
Status Date:	09/21/2011
Global Id:	SL185382910
Lead Agency:	CENTRAL VALLEY RWQCB (REGION 5S)
Lead Agency Case Number:	Not reported
Latitude:	37.728949
Longitude:	-121.425344
Case Type:	Cleanup Program Site
Case Worker:	ZZZ
Local Agency:	Not reported
RB Case Number:	SL185382910
File Location:	Not reported
Potential Media Affected:	Not reported
Potential Contaminants of Concern:	Not reported
Site History:	Not reported

Click here to access the California GeoTracker records for this facility:

SLIC REG 5:

Region:	5
Facility Status:	Closed by RB
Unit:	Facility is a Spill or site
Pollutant:	TPH
Lead Agency:	Not reported
Date Filed:	11/14/97
Report Date:	10/15/97
Date Added:	Not reported
Date Closed:	Not reported

CERS TANKS:

Site ID:	242253
CERS ID:	SL185382910
Site Name:	CHEVRON PIPELINE CO - MOUNTAIN VIEW TOWNHOMES SITE
CERS Description:	Cleanup Program Site

Affiliation:

Affiliation Type Desc:	Regional Board Caseworker
Entity Name:	zzz - CENTRAL VALLEY RWQCB (REGION 5S)
Entity Title:	Not reported
Affiliation Address:	11020 SUN CENTER DRIVE #200
Affiliation City:	RANCHO CORDOVA
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

C12
NE
1/4-1/2
0.327 mi.
1726 ft.

TRACY MULTIMODEL STATION SITE (UPRR).
6TH ST & CENTRAL AVE
TRACY, CA

CPS-SLIC **S106230394**
N/A

Site 1 of 2 in cluster C

Relative:
Lower

Actual:
62 ft.

SLIC REG 5:

Region:	5
Facility Status:	RI
Unit:	Facility is a Spill or site
Pollutant:	TPH, lead, heavy metaals,
Lead Agency:	Not reported
Date Filed:	06/29/98
Report Date:	/ /
Date Added:	Not reported
Date Closed:	Not reported

C13
NE
1/4-1/2
0.330 mi.
1740 ft.

CHEVRON, TAOC 6TH STREET, TRACY RAIL YARD
6TH STREET
TRACY, CA 95376

CPS-SLIC **S109604761**
CERS **N/A**

Site 2 of 2 in cluster C

Relative:
Lower

Actual:
61 ft.

CPS-SLIC:

Site Name:	CHEVRON, TAOC 6TH STREET, TRACY RAIL YARD
Region:	STATE
Facility Status:	**Open - Site Assessment**
Status Date:	06/30/2009
Global Id:	T10000001235
Lead Agency:	CENTRAL VALLEY RWQCB (REGION 5F)
Lead Agency Case Number:	Not reported
Latitude:	37.7347
Longitude:	-121.4257
Case Type:	Cleanup Program Site
Case Worker:	BDH
Local Agency:	Not reported
RB Case Number:	T10000001235
File Location:	Regional Board
Potential Media Affected:	Other Groundwater (uses other than drinking water), Soil, Under Investigation
Potential Contaminants of Concern:	Crude Oil, Other Petroleum
Site History:	This Site is located at 6th street and Central Avenue in Tracy on approximately 56 acres. Chevron predecessors owned/operated the historical Old Valley Pipeline and TAOC pipelines at this Site. The UPPR owned a railroad maintenance facility at this Site. Operations ceased and a majority of the Site features were removed in the 1980s.

Click here to access the California GeoTracker records for this facility:

CERS TANKS:

Site ID:	256831
CERS ID:	T10000001235
Site Name:	CHEVRON, TAOC 6TH STREET, TRACY RAIL YARD
CERS Description:	Cleanup Program Site

Affiliation:

Affiliation Type Desc:	Regional Board Caseworker
Entity Name:	BRIAN HITZ - CENTRAL VALLEY RWQCB (REGION 5F)
Entity Title:	Not reported
Affiliation Address:	1685 E Street

CHEVRON, TAOC 6TH STREET, TRACY RAIL YARD (Continued) **S109604761**

Affiliation City:	FRESNO
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	5594455170

14
SE
1/4-1/2
0.334 mi.
1766 ft.

TRACY CITY LANDFILL **WMUDS/SWAT** **S103441910**
SCHULTE RD & SOUTH 'C' ST **N/A**
, CA

Relative:
Higher

Actual:
78 ft.

WMUDS/SWAT:

Edit Date:	Not reported
Complexity:	Not reported
Primary Waste:	Not reported
Primary Waste Type:	Not reported
Secondary Waste:	Not reported
Secondary Waste Type:	Not reported
Base Meridian:	Not reported
NPID:	Not reported
Tonnage:	0
Regional Board ID:	Not reported
Municipal Solid Waste:	False
Superorder:	False
Open To Public:	False
Waste List:	False
Agency Type:	Not reported
Agency Name:	CITY OF TRACY
Agency Department:	DEPARTMENT OF PUBLIC WORKS
Agency Address:	520 WEST TRACY BLVD
Agency City,St,Zip:	TRACY 95376
Agency Contact:	MR KEVIN TOBECH
Agency Telephone:	Not reported
Land Owner Name:	Not reported
Land Owner Address:	Not reported
Land Owner City,St,Zip:	CA
Land Owner Contact:	Not reported
Land Owner Phone:	Not reported
Region:	5S
Facility Type:	Not reported
Facility Description:	Not reported
Facility Telephone:	Not reported
SWAT Facility Name:	Not reported
Primary SIC:	Not reported
Secondary SIC:	Not reported
Comments:	Not reported
Last Facility Editors:	Not reported
Waste Discharge System:	False
Solid Waste Assessment Test Program:	True
Toxic Pits Cleanup Act Program:	False
Resource Conservation Recovery Act:	False
Department of Defence:	False
Solid Waste Assessment Test Program:	CITY OF TRACY
Threat to Water Quality:	Not reported
Sub Chapter 15:	False
Regional Board Project Officer:	RAE

TRACY CITY LANDFILL (Continued) **S103441910**

Number of WMUDS at Facility:	1
Section Range:	Not reported
RCRA Facility:	Not reported
Waste Discharge Requirements:	Not reported
Self-Monitoring Rept. Frequency:	Not reported
Waste Discharge System ID:	5 390008NUR
Solid Waste Information ID:	Not reported

---

15 **CHEVRON TRACY RAILYARD OFFSITE - SOUTH** **CPS-SLIC S111121309**
ENE **3RD STREET** **CERS N/A**
1/4-1/2 **TRACY, CA 95376**
0.414 mi.
2185 ft.

Relative: **Lower**
Actual: **65 ft.**

CPS-SLIC:

Site Name:	CHEVRON TRACY RAILYARD OFFSITE - SOUTH
Region:	STATE
Facility Status:	**Open - Site Assessment**
Status Date:	07/07/2011
Global Id:	T10000003120
Lead Agency:	CENTRAL VALLEY RWQCB (REGION 5F)
Lead Agency Case Number:	Not reported
Latitude:	37.7321255002895
Longitude:	-121.422754526138
Case Type:	Cleanup Program Site
Case Worker:	BDH
Local Agency:	Not reported
RB Case Number:	T10000003120
File Location:	Regional Board
Potential Media Affected:	Aquifer used for drinking water supply, Soil
Potential Contaminants of Concern:	Crude Oil
Site History:	Tracy Railyard Offsite-South project is lateral to and directly south of the Tracy Railyard (TRY) project. Historical crude oil pipeline leaks at the TRY site are currenly being investigated separately with oversight by the Fresno Regional Board staff. A workplan to investigate the offsite lateral extent of crude oil impacts to the south of the TRY site will be provided by latter 2011.

Click here to access the California GeoTracker records for this facility:

CERS TANKS:

Site ID:	254536
CERS ID:	T10000003120
Site Name:	CHEVRON TRACY RAILYARD OFFSITE - SOUTH
CERS Description:	Cleanup Program Site

Affiliation:

Affiliation Type Desc:	Regional Board Caseworker
Entity Name:	BRIAN HITZ - CENTRAL VALLEY RWQCB (REGION 5F)
Entity Title:	Not reported
Affiliation Address:	1685 E Street
Affiliation City:	FRESNO
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	5594455170

16
NNW
1/4-1/2
0.463 mi.
2446 ft.

RENOWN HOMES
CORNER OF TRACY BLVD AND BEECHNUT AVE
TRACY, CA 95376

RESPONSE
ENVIROSTOR
HIST Cal-Sites
CERS

S100184173
N/A

Relative:
Lower

Actual:
55 ft.

RESPONSE:

Facility ID:	39650001
Site Type:	State Response
Site Type Detail:	State Response or NPL
Acres:	5
National Priorities List:	NO
Cleanup Oversight Agencies:	NONE SPECIFIED
Lead Agency Description:	Not reported
Project Manager:	Not reported
Supervisor:	Steven Becker
Division Branch:	Cleanup Sacramento
Site Code:	100237
Site Mgmt. Req.:	NONE SPECIFIED
Assembly:	13
Senate:	05
Special Program Status:	Not reported
Status:	Refer: RWQCB
Status Date:	07/08/2015
Restricted Use:	NO
Funding:	Responsible Party
Latitude:	37.7363
Longitude:	-121.4355
APN:	NONE SPECIFIED
Past Use:	HAZARDOUS WASTE STORAGE - TANKS/CONTAINERS
Potential COC :	Polynuclear aromatic hydrocarbons (PAHs TPH-MOTOR OIL
Confirmed COC:	Polynuclear aromatic hydrocarbons (PAHs TPH-MOTOR OIL
Potential Description:	OTH, SOIL
Alias Name:	ASSOCIATED PUMPING (20S-40S)
Alias Type:	Alternate Name
Alias Name:	J GETTY OIL COMPANY
Alias Type:	Alternate Name
Alias Name:	RENOWN ENTERPRISES
Alias Type:	Alternate Name
Alias Name:	TIDEWATER ASSOCIATED OIL CO (40S-60S)
Alias Type:	Alternate Name
Alias Name:	110033606499
Alias Type:	EPA (FRS #)
Alias Name:	100237
Alias Type:	Project Code (Site Code)
Alias Name:	39650001
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	* Expedited Response Action
Completed Date:	06/24/1992
Comments:	Expedited response action consisted of leveling soil piles 20-30 foot in height to abate a public nuisance and dust problem. Fact sheet was distributed.

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Assessment Report

RENOWN HOMES (Continued) **S100184173**

Completed Date: 12/28/1990
Comments: PRELIM ASSESS DONE. PEA CONCLUDES THAT WORST CASE SCENARIO FOR ONSITE RESIDENT EXPOSURE TO PAH'S IN SOIL WOULD CAUSE A LIFETIME CANCER RISK OF 2 X 10EE-6. REASONABLE MAXIMUM EXPOSURE 3 X 10EE-7. PEA RECOMMENDS REMOVAL OF OIL CONTAMINATED SOIL TO MITIGATE NUISANCE. RWQCB WILL BE NOTIFIED OF PRESENCE OF FLOATING OIL & GREASE IN GROUNDWATER UNDER SITE. ARSENIC IS ALSO ELEVATED IN THE GROUND- WATER. RECOMMEND SITE BE REFERRED TO RWQCB FOR EVALUATION OF GROUNDWATER. PENDING REMOVAL OF CONTAMINATED SOIL & RESOLUTION OF GROUNDWATER CONTAMINATION. PEA COMPLETED.RECOMMENDED SOILS CONTAMIN ATED WITH TPH BE REMOVED BEFORE DEVELOPM ENT OF THE SITE AS RESIDENTIAL. GROUND WATER WILL BE REFERRED TO RWQCB FOR POSSIBLE FURTHER ACTION.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 01/11/1988
Comments: SITE SCREENING DONE PA RECOMMENDED

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 04/29/1988
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 09/06/2007
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 03/01/1985
Comments: FACILITY IDENTIFIED CITY OF TRACY REFERRED TO LOCAL HEALTH.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

ENVIROSTOR:
Facility ID: 39650001
Status: Refer: RWQCB
Status Date: 07/08/2015
Site Code: 100237
Site Type: State Response
Site Type Detailed: State Response or NPL
Acres: 5
NPL: NO
Regulatory Agencies: NONE SPECIFIED

RENOWN HOMES (Continued) **S100184173**

Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Steven Becker
Division Branch:	Cleanup Sacramento
Assembly:	13
Senate:	05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Responsible Party
Latitude:	37.7363
Longitude:	-121.4355
APN:	NONE SPECIFIED
Past Use:	HAZARDOUS WASTE STORAGE - TANKS/CONTAINERS
Potential COC:	Polynuclear aromatic hydrocarbons (PAHs TPH-MOTOR OIL
Confirmed COC:	Polynuclear aromatic hydrocarbons (PAHs TPH-MOTOR OIL
Potential Description:	OTH, SOIL
Alias Name:	ASSOCIATED PUMPING (20S-40S)
Alias Type:	Alternate Name
Alias Name:	J GETTY OIL COMPANY
Alias Type:	Alternate Name
Alias Name:	RENOWN ENTERPRISES
Alias Type:	Alternate Name
Alias Name:	TIDEWATER ASSOCIATED OIL CO (40S-60S)
Alias Type:	Alternate Name
Alias Name:	110033606499
Alias Type:	EPA (FRS #)
Alias Name:	100237
Alias Type:	Project Code (Site Code)
Alias Name:	39650001
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	* Expedited Response Action
Completed Date:	06/24/1992
Comments:	Expedited response action consisted of leveling soil piles 20-30 foot in height to abate a public nuisance and dust problem. Fact sheet was distributed.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Assessment Report
Completed Date:	12/28/1990
Comments:	PRELIM ASSESS DONE. PEA CONCLUDES THAT WORST CASE SCENARIO FOR ONSITE RESIDENT EXPOSURE TO PAH'S IN SOIL WOULD CAUSE A LIFETIME CANCER RISK OF 2 X 10EE-6. REASONABLE MAXIMUM EXPOSURE 3 X 10EE-7. PEA RECOMMENDS REMOVAL OF OIL CONTAMINATED SOIL TO MITIGATE NUISANCE. RWQCB WILL BE NOTIFIED OF PRESENCE OF FLOATING OIL & GREASE IN GROUNDWATER UNDER SITE. ARSENIC IS ALSO ELEVATED IN THE GROUND- WATER. RECOMMEND SITE BE REFERRED TO RWQCB FOR EVALUATION OF GROUNDWATER. PENDING REMOVAL OF CONTAMINATED SOIL & RESOLUTION OF GROUNDWATER CONTAMINATION. PEA COMPLETED.RECOMMENDED SOILS CONTAMIN ATED WITH TPH BE REMOVED BEFORE DEVELOPM ENT OF THE SITE AS RESIDENTIAL. GROUND WATER WILL BE REFERRED TO RWQCB FOR POSSIBLE FURTHER ACTION.
Completed Area Name:	PROJECT WIDE

RENOWN HOMES (Continued) **S100184173**

Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 01/11/1988
Comments: SITE SCREENING DONE PA RECOMMENDED

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 04/29/1988
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 09/06/2007
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 03/01/1985
Comments: FACILITY IDENTIFIED CITY OF TRACY REFERRED TO LOCAL HEALTH.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

Calsite:
Region: SACRAMENTO
Facility ID: 39650001
Facility Type: RP
Type: RESPONSIBLE PARTY
Branch: CC
Branch Name: CENTRAL CALIFORNIA
File Name: Not reported
State Senate District: 06081995
Status: BACKLOG, POTENTIAL ANNUAL WORKPLAN (AWP) SITE
Status Name: BACKLOG - POTENTIAL AWP SITE
Lead Agency: N/A
NPL: Not reported
SIC Code: 65
SIC Name: REAL ESTATE
Access: Not reported
Cortese: Not reported
Hazardous Ranking Score: Not reported
Date Site Hazard Ranked: Not reported
Groundwater Contamination: Not reported
Staff Member Responsible for Site: Not reported
Supervisor Responsible for Site: Not reported
Region Water Control Board: CV
Region Water Control Board Name: CENTRAL VALLEY

RENOWN HOMES (Continued) **S100184173**

Lat/Long Direction:	Not reported
Lat/Long (dms):	0 0 0 / 0 0 0
Lat/long Method:	Not reported
Lat/Long Description:	Not reported
State Assembly District Code:	17
State Senate District Code:	05
Facility ID:	39650001
Activity:	DISC
Activity Name:	DISCOVERY
AWP Code:	Not reported
Proposed Budget:	0
AWP Completion Date:	Not reported
Revised Due Date:	Not reported
Comments Date:	03011985
Est Person-Yrs to complete:	0
Estimated Size:	Not reported
Request to Delete Activity:	Not reported
Activity Status:	BKLG
Definition of Status:	BACKLOG - POTENTIAL AWP SITE
Liquids Removed (Gals):	0
Liquids Treated (Gals):	0
Action Included Capping:	Not reported
Well Decommissioned:	Not reported
Action Included Fencing:	Not reported
Removal Action Certification:	Not reported
Activity Comments:	Not reported
For Commercial Reuse:	0
For Industrial Reuse:	0
For Residential Reuse:	0
Unknown Type:	0
Facility ID:	39650001
Activity:	SS
Activity Name:	SITE SCREENING
AWP Code:	Not reported
Proposed Budget:	0
AWP Completion Date:	Not reported
Revised Due Date:	Not reported
Comments Date:	01111988
Est Person-Yrs to complete:	0
Estimated Size:	Not reported
Request to Delete Activity:	Not reported
Activity Status:	BKLG
Definition of Status:	BACKLOG - POTENTIAL AWP SITE
Liquids Removed (Gals):	0
Liquids Treated (Gals):	0
Action Included Capping:	Not reported
Well Decommissioned:	Not reported
Action Included Fencing:	Not reported
Removal Action Certification:	Not reported
Activity Comments:	Not reported
For Commercial Reuse:	0
For Industrial Reuse:	0
For Residential Reuse:	0
Unknown Type:	0
Facility ID:	39650001
Activity:	ERA
Activity Name:	EXPEDITED RESPONSE ACTION

RENOWN HOMES (Continued) **S100184173**

AWP Code:	Not reported
Proposed Budget:	0
AWP Completion Date:	Not reported
Revised Due Date:	Not reported
Comments Date:	06241992
Est Person-Yrs to complete:	0
Estimated Size:	Not reported
Request to Delete Activity:	Not reported
Activity Status:	BKLG
Definition of Status:	BACKLOG - POTENTIAL AWP SITE
Liquids Removed (Gals):	0
Liquids Treated (Gals):	0
Action Included Capping:	Not reported
Well Decommissioned:	Not reported
Action Included Fencing:	Not reported
Removal Action Certification:	N
Activity Comments:	SOIL REARRANGED ON SITE.
For Commercial Reuse:	0
For Industrial Reuse:	0
For Residential Reuse:	0
Unknown Type:	0
Alternate Address:	CORNER OF TRACY BLVD AND BEECHNUT AVE
Alternate City,St,Zip:	TRACY, CA 95376
Background Info:	Not reported
Comments Date:	06241992
Comments:	and dust problem. Fact sheet was distributed.
Comments Date:	01111988
Comments:	SITE SCREENING DONE PA RECOMMENDED
Comments Date:	03011985
Comments:	FACILITY IDENTIFIED CITY OF TRACY REFERRED TO LOCAL HEALTH.
Comments Date:	04181985
Comments:	SAN JOAQUIN COUNTY HEALTH REFERRED TO
Comments Date:	04181985
Comments:	RWQCB.
Comments Date:	07212000
Comments:	A site status update was completed for the site. A drive-by
Comments Date:	07212000
Comments:	inspection on July 5, 2000 shows the site is still undeveloped.
Comments Date:	07212000
Comments:	An ownership check shows the property was sold by Renown to
Comments Date:	07212000
Comments:	Texaco Trading and Transportation in 1994.
Comments Date:	10081988
Comments:	DHS CLASSIFIED WASTE AS NON-HAZARDOUS
Comments Date:	10081988
Comments:	AND APPROVED REMOVAL W/RWQCB APPROVAL.
Comments Date:	12281990
Comments:	PRELIM ASSESS DONE. PEA CONCLUDES THAT WORST CASE SCENARIO
Comments Date:	12281990
Comments:	FOR ONSITE RESIDENT EXPOSURE TO PAH'S IN
Comments Date:	12281990
Comments:	SOIL WOULD CAUSE A LIFETIME CANCER RISK
Comments Date:	12281990
Comments:	OF 2 X 10EE-6. REASONABLE MAXIMUM
Comments Date:	12281990
Comments:	EXPOSURE 3 X 10EE-7. PEA RECOMMENDS
Comments Date:	12281990

RENOWN HOMES (Continued) **S100184173**

Comments:	REMOVAL OF OIL CONTAMINATED SOIL TO
Comments Date:	12281990
Comments:	MITIGATE NUISANCE. RWQCB WILL BE
Comments Date:	12281990
Comments:	NOTIFIED OF PRESENCE OF FLOATING OIL &
Comments Date:	12281990
Comments:	GREASE IN GROUNDWATER UNDER SITE.
Comments Date:	12281990
Comments:	ARSENIC IS ALSO ELEVATED IN THE GROUND-
Comments Date:	12281990
Comments:	WATER. RECOMMEND SITE BE REFERRED TO
Comments Date:	12281990
Comments:	RWQCB FOR EVALUATION OF GROUNDWATER.
Comments Date:	12281990
Comments:	PENDING REMOVAL OF CONTAMINATED SOIL &
Comments Date:	12281990
Comments:	RESOLUTION OF GROUNDWATER CONTAMINATION.
Comments Date:	12281990
Comments:	PEA COMPLETED.RECOMMENDED SOILS CONTAMIN
Comments Date:	12281990
Comments:	ATED WITH TPH BE REMOVED BEFORE DEVELOPM
Comments Date:	12281990
Comments:	ENT OF THE SITE AS RESIDENTIAL. GROUND
Comments Date:	12281990
Comments:	WATER WILL BE REFERRED TO RWQCB FOR
Comments Date:	12281990
Comments:	POSSIBLE FURTHER ACTION.
Comments Date:	06101991
Comments:	RWQCB SITE
Comments Date:	06241992
Comments:	Expedited response action consisted of leveling soil
Comments Date:	06241992
Comments:	piles 20-30 foot in height to abate a public nuisance
ID Name:	CALSTARS CODE
ID Value:	100237
Alternate Name:	RENOWN HOMES
Alternate Name:	J GETTY OIL COMPANY
Alternate Name:	TIDEWATER ASSOCIATED OIL CO (40S-60S)
Alternate Name:	ASSOCIATED PUMPING (20S-40S)
Alternate Name:	RENOWN ENTERPRISES
Alternate Name:	Not reported
Special Programs Code:	Not reported
Special Programs Name:	Not reported

CERS TANKS:

Site ID:	342144
CERS ID:	39650001
Site Name:	RENOWN HOMES
CERS Description:	State Response

Affiliation:

Affiliation Type Desc:	Supervisor
Entity Name:	STEVEN BECKER
Entity Title:	Not reported
Affiliation Address:	Not reported
Affiliation City:	Not reported
Affiliation State:	Not reported

RENOWN HOMES (Continued) **S100184173**

Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

17
NNE
1/4-1/2
0.472 mi.
2494 ft.

OK CLEANERS #2
18 E 9TH
TRACY, CA 95376

ENVIROSTOR **S100182629**
N/A

Relative:
Lower

Actual:
55 ft.

ENVIROSTOR:
Facility ID: 39720019
Status: Refer: Other Agency
Status Date: 11/16/1994
Site Code: Not reported
Site Type: Historical
Site Type Detailed: * Historical
Acres: Not reported
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Referred - Not Assigned
Division Branch: Cleanup Sacramento
Assembly: 13
Senate: 05
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Not reported
Latitude: 37.73722
Longitude: -121.4255
APN: NONE SPECIFIED
Past Use: NONE SPECIFIED
Potential COC: NONE SPECIFIED
Confirmed COC: NONE SPECIFIED
Potential Description: NONE SPECIFIED
Alias Name: HERITAGE CLEANERS
Alias Type: Alternate Name
Alias Name: CAD982347437
Alias Type: HWTS Identification Code
Alias Name: 39720019
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 05/24/1988
Comments: SITE SCREENING DONE. PRELIMINARY ASSESSMENT LOW PRIORITY RECOMMENDED BASED ON LACK OF INFORMATION.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 06/24/1982
Comments: FACILITY IDENTIFIED FROM PHONEBOOK.

OK CLEANERS #2 (Continued) **S100182629**

Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

18
North
1/4-1/2
0.489 mi.
2584 ft.

TRACY POLICE FACILITY**
325 10TH ST E
TRACY, CA

CPS-SLIC **S106230390**
N/A

Relative:
Lower

Actual:
55 ft.

SLIC REG 5:

Region:	5
Facility Status:	Closed by County
Unit:	Facility is a Spill or site
Pollutant:	TPH
Lead Agency:	Not reported
Date Filed:	03/27/96
Report Date:	/ /
Date Added:	Not reported
Date Closed:	Not reported

19
WNW
1/4-1/2
0.495 mi.
2611 ft.

ALDEN PARK
525 PALM CIRCLE
TRACY, CA 95376

ENVIROSTOR **S101482157**
N/A

Relative:
Lower

Actual:
58 ft.

ENVIROSTOR:

Facility ID:	39510033
Status:	Refer: RWQCB
Status Date:	11/09/1989
Site Code:	Not reported
Site Type:	Historical
Site Type Detailed:	* Historical
Acres:	Not reported
NPL:	NO
Regulatory Agencies:	NONE SPECIFIED
Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Referred - Not Assigned
Division Branch:	Cleanup Sacramento
Assembly:	13
Senate:	05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Not reported
Latitude:	37.73471
Longitude:	-121.4395
APN:	23416007

ALDEN PARK (Continued) **S101482157**

Past Use: NONE SPECIFIED
Potential COC: * TANK BOTTOM WASTES * WASTE OIL & MIXED OIL
Confirmed COC: NONE SPECIFIED
Potential Description: NONE SPECIFIED
Alias Name: 23416007
Alias Type: APN
Alias Name: 39510033
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 01/11/1988
Comments: PRELIMINARY ASSESSMENT DONE. NFA NOT AN NPL SITE.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 06/29/1987
Comments: SITE SCREENING DONE. SOIL SAMPLES HAVE CONFIRMED GREASE AND OIL CONTAMINATION. IN APRIL 87 DAMES & MOORE INSTALLED MONITOR WELLS AND SAMPLE D SOIL TO ASSESS THE EXTENT OF CONTAMIN- ATION.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

D20 **LEVAND-BRIGHT PROPERTY** **LUST** **S117333535**
NNE **3 EAST 11TH STREET** **Cortese** **N/A**
1/2-1 **TRACY, CA 95376** **Notify 65**
0.625 mi. **CERS**
3302 ft. **Site 1 of 2 in cluster D**

Relative:
Lower

Actual:
52 ft.

LUST:
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Case Type: LUST Cleanup Site
Geo Track: http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000006283
Global Id: T10000006283
Latitude: 37.7398999
Longitude: -121.4257566
Status: Open - Site Assessment
Status Date: 10/17/2014
Case Worker: VJF
RB Case Number: 391197
Local Agency: Not reported
File Location: Local Agency
Local Case Number: Not reported
Potential Media Affect: Soil, Under Investigation
Potential Contaminants of Concern: Other Chlorinated Hydrocarbons, Other Solvent or Non-Petroleum Hydrocarbon, Lead, Ethylbenzene
Site History: According to the "Underground Storage Tank Removal and Soil Sample Analysis" report dated 30 May 2014 prepared by Advanced

LEVAND-BRIGHT PROPERTY (Continued) **S117333535**

GeoEnvironmental Inc. (AGE), on 14 October, 2013, AGE performed "exploratory explorations (potholes)" on the property located at 3 East 11th St., Tracy. A suspected underground storage tank (UST) was identified beneath 36 inches of soil, covered by concrete connected to the City of Tracy sidewalk. On 29 April, 2014, the 350 gallon UST was uncovered and was determined to be 75% full of liquids and semi solids. According On 01 May 2014, the UST was removed and soil samples were taken from two sources: 9 feet under the UST and from stockpile soil derived from the UST excavation. An analytical laboratory reported findings of petroleum constituents in both soil sample sources.

LUST:
Global Id: T10000006283
Contact Type: Regional Board Caseworker
Contact Name: VERA FISCHER
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200
City: RANCHO CORDOVA
Email: vera.fischer@waterboards.ca.gov
Phone Number: Not reported

LUST:
Global Id: T10000006283
Action Type: Other
Date: 05/01/2014
Action: Leak Stopped

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 07/29/2016
Action: Staff Letter

Global Id: T10000006283
Action Type: RESPONSE
Date: 01/13/2015
Action: Preliminary Site Assessment Workplan - Regulator Responded

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 11/14/2016
Action: Email Correspondence

Global Id: T10000006283
Action Type: Other
Date: 08/18/2014
Action: Leak Reported

Global Id: T10000006283
Action Type: RESPONSE
Date: 08/20/2018
Action: Site Investigation Workplan - Regulator Responded

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 11/13/2014
Action: Staff Letter

LEVAND-BRIGHT PROPERTY (Continued) **S117333535**

Global Id: T10000006283
Action Type: RESPONSE
Date: 04/06/2017
Action: Clean Up Fund - 5-Year Review Summary

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 08/18/2014
Action: Notification - Proposition 65

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 08/18/2014
Action: Unauthorized Release Form

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 10/21/2014
Action: Staff Letter

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 07/07/2015
Action: Staff Letter

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 06/06/2017
Action: Staff Letter

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 10/18/2018
Action: Staff Letter

Global Id: T10000006283
Action Type: ENFORCEMENT
Date: 04/23/2018
Action: Staff Letter

Global Id: T10000006283
Action Type: RESPONSE
Date: 05/30/2014
Action: Site Assessment Report

Global Id: T10000006283
Action Type: RESPONSE
Date: 05/01/2014
Action: Other Report / Document

Global Id: T10000006283
Action Type: RESPONSE
Date: 08/12/2014
Action: Other Report / Document

Global Id: T10000006283
Action Type: RESPONSE

LEVAND-BRIGHT PROPERTY (Continued) **S117333535**

Date: 05/01/2014
Action: Risk Assessment Report

Global Id: T10000006283
Action Type: Other
Date: 10/14/2013
Action: Leak Discovery

Global Id: T10000006283
Action Type: RESPONSE
Date: 05/01/2014
Action: Risk Assessment Report

Global Id: T10000006283
Action Type: RESPONSE
Date: 01/15/2015
Action: Tank Removal Report / UST Sampling Report

LUST:
Global Id: T10000006283
Status: Open - Case Begin Date
Status Date: 10/14/2013

Global Id: T10000006283
Status: Open - Site Assessment
Status Date: 10/17/2014

CORTESE:
Region: CORTESE
Envirostor Id: Not reported
Global ID: T10000006283
Site/Facility Type: LUST CLEANUP SITE
Cleanup Status: OPEN - SITE ASSESSMENT
Status Date: Not reported
Site Code: Not reported
Latitude: Not reported
Longitude: Not reported
Owner: Not reported
Enf Type: Not reported
Swat R: Not reported
Flag: active
Order No: Not reported
Waste Discharge System No: Not reported
Effective Date: Not reported
Region 2: Not reported
WID Id: Not reported
Solid Waste Id No: Not reported
Waste Management Uit Name: Not reported
File Name: Active Open

NOTIFY 65:
Date Reported: Not reported
Staff Initials: Not reported
Board File Number: Not reported
Facility Type: Not reported

LEVAND-BRIGHT PROPERTY (Continued) **S117333535**

Discharge Date: Not reported
Issue Date: Not reported
Incident Description: Not reported

CERS TANKS:
Site ID: 256007
CERS ID: T10000006283
Site Name: LEVAND-BRIGHT PROPERTY
CERS Description: Leaking Underground Storage Tank Cleanup Site

Affiliation:
Affiliation Type Desc: Regional Board Caseworker
Entity Name: VERA FISCHER - CENTRAL VALLEY RWQCB (REGION 5S)
Entity Title: Not reported
Affiliation Address: 11020 SUN CENTER DRIVE #200
Affiliation City: RANCHO CORDOVA
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

D21 **LEVAND FAMILY TRUST** **LUST** **S117351964**
NNE **47 EAST ELEVENTH STREET** **Cortese** **N/A**
1/2-1 **TRACY, CA 95376** **Notify 65**
0.639 mi. **CERS**
3374 ft. **Site 2 of 2 in cluster D**

Relative: Lower
Actual: 52 ft.

LUST:
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Case Type: LUST Cleanup Site
Geo Track: http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000005741
Global Id: T10000005741
Latitude: 37.73991
Longitude: -121.425046
Status: Open - Verification Monitoring
Status Date: 08/30/2018
Case Worker: VJF
RB Case Number: 391193
Local Agency: Not reported
File Location: Local Agency
Local Case Number: Not reported
Potential Media Affect: Other Groundwater (uses other than drinking water), Soil, Soil Vapor
Potential Contaminants of Concern: Lead, Benzene, Gasoline, Toluene, Total Petroleum Hydrocarbons (TPH), Xylene
Site History: October 2013: three underground storage tanks were removed from this site. Gasoline and gasoline constituents were detected in the soil analytical data. February 23-24, 2015: eight soil borings (B1 through B8) were advanced on-site and off-site to assess hydrocarbon impact to soil and groundwater. Gasoline and gasoline constituents were detected in both soil and groundwater samples (Preliminary Investigation and Evaluation Report dated June 19, 2015).

LUST:
Global Id: T10000005741
Contact Type: Regional Board Caseworker
Contact Name: VERA FISCHER
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200

LEVAND FAMILY TRUST (Continued) **S117351964**

City: RANCHO CORDOVA
Email: vera.fischer@waterboards.ca.gov
Phone Number: Not reported

LUST:
Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 03/17/2016
Action: Staff Letter

Global Id: T10000005741
Action Type: Other
Date: 10/14/2013
Action: Leak Stopped

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 02/07/2017
Action: Staff Letter

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 10/24/2014
Action: Staff Letter - #10/27/2014

Global Id: T10000005741
Action Type: RESPONSE
Date: 01/30/2017
Action: Clean Up Fund - 5-Year Review Summary

Global Id: T10000005741
Action Type: RESPONSE
Date: 11/20/2014
Action: Site Investigation - Regulator Responded

Global Id: T10000005741
Action Type: Other
Date: 11/15/2013
Action: Leak Reported

Global Id: T10000005741
Action Type: RESPONSE
Date: 04/30/2016
Action: Soil and Water Investigation Workplan - Regulator Responded

Global Id: T10000005741
Action Type: RESPONSE
Date: 07/06/2018
Action: Request for Closure - Regulator Responded

Global Id: T10000005741
Action Type: RESPONSE
Date: 04/05/2017
Action: Email Correspondence

Global Id: T10000005741
Action Type: ENFORCEMENT

LEVAND FAMILY TRUST (Continued) **S117351964**

Date: 07/07/2015
Action: Staff Letter

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 03/14/2014
Action: Notice of Responsibility

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 05/27/2014
Action: Notification - Fee Title Owners Notice

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 05/19/2014
Action: Staff Letter

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 11/15/2013
Action: Notification - Proposition 65

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 02/23/2018
Action: Staff Letter

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 08/30/2018
Action: Staff Letter

Global Id: T10000005741
Action Type: Other
Date: 10/14/2013
Action: Leak Began

Global Id: T10000005741
Action Type: RESPONSE
Date: 06/23/2015
Action: Preliminary Site Assessment Report

Global Id: T10000005741
Action Type: REMEDIATION
Date: 02/23/2018
Action: Monitored Natural Attenuation

Global Id: T10000005741
Action Type: RESPONSE
Date: 12/19/2016
Action: Monitoring Report - Quarterly

Global Id: T10000005741
Action Type: RESPONSE
Date: 10/19/2016
Action: Site Assessment Report

LEVAND FAMILY TRUST (Continued) **S117351964**

Global Id: T10000005741
Action Type: ENFORCEMENT
Date: 11/15/2013
Action: Unauthorized Release Form

Global Id: T10000005741
Action Type: Other
Date: 10/14/2013
Action: Leak Discovery

LUST:
Global Id: T10000005741
Status: Open - Case Begin Date
Status Date: 10/14/2013

Global Id: T10000005741
Status: Open - Remediation
Status Date: 02/23/2018

Global Id: T10000005741
Status: Open - Site Assessment
Status Date: 03/12/2014

Global Id: T10000005741
Status: Open - Verification Monitoring
Status Date: 08/30/2018

CORTESE:
Region: CORTESE
Envirostor Id: Not reported
Global ID: T10000005741
Site/Facility Type: LUST CLEANUP SITE
Cleanup Status: OPEN - VERIFICATION MONITORING
Status Date: Not reported
Site Code: Not reported
Latitude: Not reported
Longitude: Not reported
Owner: Not reported
Enf Type: Not reported
Swat R: Not reported
Flag: active
Order No: Not reported
Waste Discharge System No: Not reported
Effective Date: Not reported
Region 2: Not reported
WID Id: Not reported
Solid Waste Id No: Not reported
Waste Management Uit Name: Not reported
File Name: Active Open

NOTIFY 65:
Date Reported: Not reported
Staff Initials: Not reported
Board File Number: Not reported
Facility Type: Not reported

LEVAND FAMILY TRUST (Continued) **S117351964**

Discharge Date: Not reported
Issue Date: Not reported
Incident Description: Not reported

CERS TANKS:
Site ID: 234028
CERS ID: T10000005741
Site Name: LEVAND FAMILY TRUST
CERS Description: Leaking Underground Storage Tank Cleanup Site

Affiliation:
Affiliation Type Desc: Regional Board Caseworker
Entity Name: VERA FISCHER - CENTRAL VALLEY RWQCB (REGION 5S)
Entity Title: Not reported
Affiliation Address: 11020 SUN CENTER DRIVE #200
Affiliation City: RANCHO CORDOVA
Affiliation State: CA
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

22
West
1/2-1
0.749 mi.
3954 ft.

WILLIAMS MIDDLE SCHOOL EXPANSION
1600 TENNIS LANE
TRACY, CA 95376

ENVIROSTOR **S118756983**
SCH **N/A**
NPDES

Relative:
Lower

Actual:
65 ft.

ENVIROSTOR:
Facility ID: 48820004
Status: No Action Required
Status Date: 10/04/2000
Site Code: 104162
Site Type: School Investigation
Site Type Detailed: School
Acres: 13
NPL: NO
Regulatory Agencies: DTSC
Lead Agency: DTSC
Program Manager: Not reported
Supervisor: Charles Ridenour
Division Branch: Northern California Schools & Santa Susana
Assembly: 13
Senate: 05
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: School District
Latitude: 37.7312
Longitude: -121.4440
APN: NONE SPECIFIED
Past Use: * EDUCATIONAL SERVICES
Potential COC: NONE SPECIFIED No Contaminants found
Confirmed COC: NONE SPECIFIED
Potential Description: NMA
Alias Name: TRACY USD
Alias Type: Alternate Name
Alias Name: TRACY USD-WILLIAMS MID SCH SITE

WILLIAMS MIDDLE SCHOOL EXPANSION (Continued) **S118756983**

Alias Type: Alternate Name
Alias Name: WILLIAMS MIDDLE SCHOOL EXPANSION
Alias Type: Alternate Name
Alias Name: 110021562833
Alias Type: EPA (FRS #)
Alias Name: 104162
Alias Type: Project Code (Site Code)
Alias Name: 48820004
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Phase 1
Completed Date: 10/04/2000
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Inspections/Visit (Non LUR)
Completed Date: 09/07/2000
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Cost Recovery Closeout Memo
Completed Date: 01/29/2002
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SCH:

Facility ID: 48820004
Site Type: School Investigation
Site Type Detail: School
Site Mgmt. Req.: NONE SPECIFIED
Acres: 13
National Priorities List: NO
Cleanup Oversight Agencies: DTSC
Lead Agency: DTSC
Lead Agency Description: * DTSC
Project Manager: Not reported
Supervisor: Charles Ridenour
Division Branch: Northern California Schools & Santa Susana
Site Code: 104162
Assembly: 13
Senate: 05
Special Program Status: Not reported

WILLIAMS MIDDLE SCHOOL EXPANSION (Continued) **S118756983**

Status:	No Action Required
Status Date:	10/04/2000
Restricted Use:	NO
Funding:	School District
Latitude:	37.7312
Longitude:	-121.4440
APN:	NONE SPECIFIED
Past Use:	* EDUCATIONAL SERVICES
Potential COC:	NONE SPECIFIED, No Contaminants found
Confirmed COC:	NONE SPECIFIED
Potential Description:	NMA
Alias Name:	TRACY USD
Alias Type:	Alternate Name
Alias Name:	TRACY USD-WILLIAMS MID SCH SITE
Alias Type:	Alternate Name
Alias Name:	WILLIAMS MIDDLE SCHOOL EXPANSION
Alias Type:	Alternate Name
Alias Name:	110021562833
Alias Type:	EPA (FRS #)
Alias Name:	104162
Alias Type:	Project Code (Site Code)
Alias Name:	48820004
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Phase 1
Completed Date:	10/04/2000
Comments:	Not reported

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Site Inspections/Visit (Non LUR)
Completed Date:	09/07/2000
Comments:	Not reported

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Cost Recovery Closeout Memo
Completed Date:	01/29/2002
Comments:	Not reported

Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

NPDES:

Facility Status:	Not reported
NPDES Number:	Not reported
Region:	Not reported

WILLIAMS MIDDLE SCHOOL EXPANSION (Continued) **S118756983**

Agency Number:	Not reported
Regulatory Measure ID:	Not reported
Place ID:	Not reported
Order Number:	Not reported
WDID:	5S39W002739
Regulatory Measure Type:	Construction
Program Type:	Not reported
Adoption Date Of Regulatory Measure:	Not reported
Effective Date Of Regulatory Measure:	Not reported
Termination Date Of Regulatory Measure:	Not reported
Expiration Date Of Regulatory Measure:	Not reported
Discharge Address:	Not reported
Discharge Name:	Not reported
Discharge City:	Not reported
Discharge State:	Not reported
Discharge Zip:	Not reported
Status:	Expired
Status Date:	08/01/2016
Operator Name:	Tracy Joint Unified School District
Operator Address:	1875 W Lowell Avenue
Operator City:	Tracy
Operator State:	California
Operator Zip:	95376

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23 **SHELL TANK** **ENVIROSTOR** **S101482161**
NE **315 E 11TH** **N/A**
1/2-1 **TRACY, CA 95376**
0.792 mi.
4183 ft.

Relative: **Lower**

Actual: **52 ft.**

ENVIROSTOR:

Facility ID:	39550002
Status:	Refer: Other Agency
Status Date:	09/25/1982
Site Code:	Not reported
Site Type:	Historical
Site Type Detailed:	* Historical
Acres:	Not reported
NPL:	NO
Regulatory Agencies:	NONE SPECIFIED
Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Referred - Not Assigned
Division Branch:	Cleanup Sacramento
Assembly:	13
Senate:	05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Not reported
Latitude:	37.74152
Longitude:	-121.4189
APN:	NONE SPECIFIED
Past Use:	NONE SPECIFIED
Potential COC:	* ALKALINE SOLUTION WITHOUT METALS * WASTE OIL & MIXED OIL
Confirmed COC:	NONE SPECIFIED
Potential Description:	NONE SPECIFIED
Alias Name:	39550002

SHELL TANK (Continued) **S101482161**

Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 04/10/1982
Comments: FACILITY IDENTIFIED IDENTIFIED FROM HAZARDOUS WASTE MANAGEMENT BRANCH(HWMB)ENFORCEMENT FILES. HWMB CO COUNSEL CONTACTED ENFORCEMENT ABOUT GASOLINE LEAK FROM UNDERGROUND TANK. NO ACTION TAKEN.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

24
NE
1/2-1
0.817 mi.
4314 ft.

ATLANTIC PLATING
450 EAST 10TH STREET
TRACY, CA 95376

ENVIROSTOR **S111464683**
NON-CASE INFO **N/A**

Relative:
Lower

Actual:
55 ft.

ENVIROSTOR:
Facility ID: 39340026
Status: No Further Action
Status Date: 06/30/1990
Site Code: Not reported
Site Type: Historical
Site Type Detailed: * Historical
Acres: Not reported
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Not reported
Division Branch: Cleanup Sacramento
Assembly: 13
Senate: 05
Special Program: * CERC2
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Not reported
Latitude: 37.73760
Longitude: -121.4179
APN: 23519015
Past Use: METAL PLATING - OTHER
Potential COC: Lead Copper and compounds
Confirmed COC: Copper and compounds Lead
Potential Description: SOIL
Alias Name: ATLANTIC PACIFIC TECHNOLOGIES, INC
Alias Type: Alternate Name
Alias Name: 23519015
Alias Type: APN

ATLANTIC PLATING (Continued) **S111464683**

Alias Name: 39340026
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 06/30/1990
Comments: PRELIM ASSESS DONE PRELIMINARY ENDANGERMENT ASSESSMENT PERFORMED. RECOMMENDS NO FURTHER ACTION BASED ON REMOVAL ACTIVITY.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 01/13/1988
Comments: PRELIM ASSESS DONE

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

NON-CASE INFO:
Global ID: SLT5S0403081
Case Type: Non-Case Information
Status: Informational Item
Status Date: 06/03/1991
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Case Worker: ZZZ
Local Agency: Not reported
RB Case Number: SLT5S040
Loc Case Number: Not reported
File Location: All Files are on GeoTracker or in the Local Agency Database
Potential Contaminants of Concern: Other Acid or Corrosive
Potential Media Affected: Soil
Site History: The Atlantic Plating site is located in a commercial/light industrial area of Tracy, California at 450 East 10th Street. Assembly of circuit boards at the site began in December 1982. Electroplating operations (wet production of circuit boards) began at the facility in May 1983 and continued until March 1987. Since that time, the facility has been used to assemble electronic boards and conduct some engineering work. During the period when electroplating operations were conducted at the site, contaminated wastewater and spent solutions of copper and ammonia were generated. The untreated wastewater was allowed to drain to the sanitary sewer. The spent solutions were stored on bare ground in drums near the sanitary sewer inlet located in the southwest corner outside the building. These two waste management practices appear to have resulted in on-site soil contamination. Contaminations detected above background levels in on-site soils were chromium III, copper, zinc, and lead. Consultants to Atlantic Plating excavated contaminated soils until soil samples indicated concentrations of the aforementioned contaminants at

ATLANTIC PLATING (Continued) **S111464683**

background levels. The excavated soils were disposed of to a permitted facility. In addition, all drums of waste were removed from the site in 1987 and transported to a permitted facility. However, contaminated soils may still exist below the facility building. In April 1990, the California Department of Health Services issued Atlantic Plating a report of completion of the removal action for on-site contaminated site.

Begin Date:	1991-06-01 00:00:00
How Discovered:	Not reported
How Discovered Description:	Not reported
Stop Method:	Not reported
Stop Description:	Not reported
Latitude:	37.7381128982365
Longitude:	-121.418016400711
Geotracker:	http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SLT5S0403081

25
NW
1/2-1
0.885 mi.
4672 ft.

COMMUNITY SCHOOL / WEST 11TH STREET **ENVIROSTOR** **S107736154**
1501 WEST 11TH STREET **SCH** **N/A**
TRACY, CA 95376

Relative:
Lower

Actual:
48 ft.

ENVIROSTOR:

Facility ID:	39010008
Status:	No Further Action
Status Date:	10/09/2001
Site Code:	104154
Site Type:	School Investigation
Site Type Detailed:	School
Acres:	2.05
NPL:	NO
Regulatory Agencies:	SMBRP
Lead Agency:	SMBRP
Program Manager:	Not reported
Supervisor:	Juan Koponen
Division Branch:	Northern California Schools & Santa Susana
Assembly:	13
Senate:	05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	School District
Latitude:	37.74014
Longitude:	-121.4434
APN:	23227016
Past Use:	AGRICULTURAL - ROW CROPS
Potential COC:	Arsenic DDE DDT Lead Barium and compounds Beryllium and compounds Cadmium and compounds Cobalt Copper and compounds Molybdenum Nickel Vanadium and compounds Zinc
Confirmed COC:	No Contaminants found
Potential Description:	SOIL
Alias Name:	COMMUNITY SCHOOL/WEST 11TH STREET
Alias Type:	Alternate Name
Alias Name:	SAN JOAQUIN CO OF E/PROP. TRACY COMM SCH
Alias Type:	Alternate Name
Alias Name:	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Alias Type:	Alternate Name
Alias Name:	23227016

COMMUNITY SCHOOL / WEST 11TH STREET (Continued) **S107736154**

Alias Type: APN
Alias Name: 104154
Alias Type: Project Code (Site Code)
Alias Name: 39010008
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 10/09/2001
Comments: DTSC approved the PEA Report with a no further action determination.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Workplan
Completed Date: 11/16/2000
Comments: DTSC approved the PEA WP.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Cost Recovery Closeout Memo
Completed Date: 11/14/2001
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Environmental Oversight Agreement
Completed Date: 09/07/2000
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Inspections/Visit (Non LUR)
Completed Date: 02/06/2001
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SCH:

Facility ID: 39010008
Site Type: School Investigation
Site Type Detail: School
Site Mgmt. Req.: NONE SPECIFIED
Acres: 2.05
National Priorities List: NO
Cleanup Oversight Agencies: SMBRP
Lead Agency: SMBRP

COMMUNITY SCHOOL / WEST 11TH STREET (Continued) **S107736154**

Lead Agency Description:	DTSC - Site Cleanup Program
Project Manager:	Not reported
Supervisor:	Juan Koponen
Division Branch:	Northern California Schools & Santa Susana
Site Code:	104154
Assembly:	13
Senate:	05
Special Program Status:	Not reported
Status:	No Further Action
Status Date:	10/09/2001
Restricted Use:	NO
Funding:	School District
Latitude:	37.74014
Longitude:	-121.4434
APN:	23227016
Past Use:	AGRICULTURAL - ROW CROPS
Potential COC:	Arsenic, Arsenic, DDE, DDT, Lead, Barium and compounds, Beryllium and compounds, Cadmium and compounds, Cobalt, Copper and compounds, Molybdenum, Nickel, Vanadium and compounds, Zinc
Confirmed COC:	No Contaminants found
Potential Description:	SOIL
Alias Name:	COMMUNITY SCHOOL/WEST 11TH STREET
Alias Type:	Alternate Name
Alias Name:	SAN JOAQUIN CO OF E/PROP. TRACY COMM SCH
Alias Type:	Alternate Name
Alias Name:	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Alias Type:	Alternate Name
Alias Name:	23227016
Alias Type:	APN
Alias Name:	104154
Alias Type:	Project Code (Site Code)
Alias Name:	39010008
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Endangerment Assessment Report
Completed Date:	10/09/2001
Comments:	DTSC approved the PEA Report with a no further action determination.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Endangerment Assessment Workplan
Completed Date:	11/16/2000
Comments:	DTSC approved the PEA WP.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Cost Recovery Closeout Memo
Completed Date:	11/14/2001
Comments:	Not reported
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Environmental Oversight Agreement
Completed Date:	09/07/2000
Comments:	Not reported

COMMUNITY SCHOOL / WEST 11TH STREET (Continued) **S107736154**

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Site Inspections/Visit (Non LUR)
Completed Date:	02/06/2001
Comments:	Not reported
Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

26
NE
1/2-1
0.888 mi.
4689 ft.

SAN JOAQUIN LUMBER CO
455 E 11TH ST
TRACY, CA 95376

ENVIROSTOR **U001608532**
SCH **N/A**
HIST UST

Relative:
Lower

Actual:
52 ft.

ENVIROSTOR:

Facility ID:	60002637
Status:	Active
Status Date:	04/11/2018
Site Code:	104780
Site Type:	School Investigation
Site Type Detailed:	School
Acres:	0.57
NPL:	NO
Regulatory Agencies:	SMBRP
Lead Agency:	SMBRP
Program Manager:	Harold (Bud) Duke
Supervisor:	Jose Salcedo
Division Branch:	Northern California Schools & Santa Susana
Assembly:	, 13
Senate:	, 05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	School District
Latitude:	37.73997
Longitude:	-121.4178
APN:	233-370-07, 23337007
Past Use:	AGRICULTURAL - ROW CROPS, ENGINE TESTING/REPAIR, RETAIL
Potential COC:	Under Investigation Arsenic Benzene Chlordane DDD DDE DDT Lead Tetrachloroethylene (PCE Toxaphene TPH-diesel TPH-gas TPH-MOTOR OIL Trichloroethylene (TCE Vinyl chloride Aldrin Ethylbenzene Polynuclear aromatic hydrocarbons (PAHs Toluene Xylenes
Confirmed COC:	Under Investigation
Potential Description:	OTH, SOIL, SV, UE
Alias Name:	233-370-07
Alias Type:	APN
Alias Name:	23337007
Alias Type:	APN
Alias Name:	104780
Alias Type:	Project Code (Site Code)

SAN JOAQUIN LUMBER CO (Continued) **U001608532**

Alias Name: 60002637
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Correspondence
Completed Date: 04/30/2018
Comments: DTSC participated in the PEA Work Plan scoping meeting.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Environmental Oversight Agreement
Completed Date: 05/01/2018
Comments: DTSC issued the signed Environmental Oversight Agreement.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Environmental Oversight Agreement Application
Completed Date: 04/11/2018
Comments: Received EOP Application via email on 04/11/18.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Workplan
Completed Date: 07/09/2018
Comments: DTSC approved the PEA Work Plan.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Fieldwork
Completed Date: 07/11/2018
Comments: PEA field activities were conducted on July 10th and July 11th, 2018.
DTSC oversaw field activities conducted on July 11th, 2018.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Technical Workplan
Completed Date: 10/22/2018
Comments: DTSC approved the PEA Workplan Addendum Tech Memo (step-out sampling for lead)

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: PROJECT WIDE
Schedule Sub Area Name: Not reported
Schedule Document Type: Preliminary Endangerment Assessment Report
Schedule Due Date: 01/31/2019
Schedule Revised Date: Not reported

SCH:

Facility ID: 60002637
Site Type: School Investigation
Site Type Detail: School

SAN JOAQUIN LUMBER CO (Continued) **U001608532**

Site Mgmt. Req.:	NONE SPECIFIED
Acres:	0.57
National Priorities List:	NO
Cleanup Oversight Agencies:	SMBRP
Lead Agency:	SMBRP
Lead Agency Description:	DTSC - Site Cleanup Program
Project Manager:	Harold (Bud) Duke
Supervisor:	Jose Salcedo
Division Branch:	Northern California Schools & Santa Susana
Site Code:	104780
Assembly:	, 13
Senate:	, 05
Special Program Status:	Not reported
Status:	Active
Status Date:	04/11/2018
Restricted Use:	NO
Funding:	School District
Latitude:	37.73997
Longitude:	-121.4178
APN:	233-370-07, 23337007
Past Use:	AGRICULTURAL - ROW CROPS, ENGINE TESTING/REPAIR, RETAIL
Potential COC:	Under Investigation, Arsenic, Benzene, Chlordane, DDD, DDE, DDT, Lead, Tetrachloroethylene (PCE, Toxaphene, TPH-diesel, TPH-gas, TPH-MOTOR OIL, Trichloroethylene (TCE, Vinyl chloride, Aldrin, Ethylbenzene, Polynuclear aromatic hydrocarbons (PAHs, Toluene, Xylenes
Confirmed COC:	Under Investigation, Under Investigation
Potential Description:	OTH, SOIL, SV, UE
Alias Name:	233-370-07
Alias Type:	APN
Alias Name:	23337007
Alias Type:	APN
Alias Name:	104780
Alias Type:	Project Code (Site Code)
Alias Name:	60002637
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Correspondence
Completed Date:	04/30/2018
Comments:	DTSC participated in the PEA Work Plan scoping meeting.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Environmental Oversight Agreement
Completed Date:	05/01/2018
Comments:	DTSC issued the signed Environmental Oversight Agreement.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Environmental Oversight Agreement Application
Completed Date:	04/11/2018
Comments:	Received EOP Application via email on 04/11/18.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported

SAN JOAQUIN LUMBER CO (Continued) **U001608532**

Completed Document Type: Preliminary Endangerment Assessment Workplan
Completed Date: 07/09/2018
Comments: DTSC approved the PEA Work Plan.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Fieldwork
Completed Date: 07/11/2018
Comments: PEA field activities were conducted on July 10th and July 11th, 2018. DTSC oversaw field activities conducted on July 11th, 2018.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Technical Workplan
Completed Date: 10/22/2018
Comments: DTSC approved the PEA Workplan Addendum Tech Memo (step-out sampling for lead)

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: PROJECT WIDE
Schedule Sub Area Name: Not reported
Schedule Document Type: Preliminary Endangerment Assessment Report
Schedule Due Date: 01/31/2019
Schedule Revised Date: Not reported

HIST UST:
File Number: 0002B314
URL: http://geotracker.waterboards.ca.gov/ustpdfs/pdf/0002B314.pdf
Region: STATE
Facility ID: 00000018686
Facility Type: Other
Other Type: LUMBER YARD
Contact Name: Not reported
Telephone: 2098350327
Owner Name: SAN JOAQUIN LUMBER CO.
Owner Address: 235 W. SCOTTS AVE.
Owner City,St,Zip: STOCKTON, CA 95203
Total Tanks: 0001

Tank Num: 001
Container Num: 1
Year Installed: Not reported
Tank Capacity: 00000550
Tank Used for: PRODUCT
Type of Fuel: REGULAR
Container Construction Thickness: Not reported
Leak Detection: None

Click here for Geo Tracker PDF:

27
ENE
1/2-1
0.900 mi.
4751 ft.

Relative:
Lower

Actual:
55 ft.

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD
780 EAST 6TH STREET
TRACY, CA 95376

Database(s): ENVIROSTOR, CPS-SLIC, VCP, HIST UST, DEED, CERS

EDR ID Number: S106483793
EPA ID Number: N/A

ENVIROSTOR:

Facility ID:	39400007
Status:	Certified O&M - Land Use Restrictions Only
Status Date:	03/23/2015
Site Code:	101743
Site Type:	Voluntary Cleanup
Site Type Detailed:	Voluntary Cleanup
Acres:	57
NPL:	NO
Regulatory Agencies:	SMBRP
Lead Agency:	SMBRP
Program Manager:	Tami Trearse
Supervisor:	Fernando A. Amador
Division Branch:	Cleanup Sacramento
Assembly:	13
Senate:	05
Special Program:	Voluntary Cleanup Program
Restricted Use:	YES
Site Mgmt Req:	NONE SPECIFIED
Funding:	Responsible Party
Latitude:	37.73401
Longitude:	-121.4252
APN:	235-150-28, 235-150-29, 23515002
Past Use:	RAIL ROAD MAINTENANCE SHOP, RAILROAD RIGHT OF WAY
Potential COC:	Lead
Confirmed COC:	Lead
Potential Description:	SOIL
Alias Name:	FORMER SP-TRACY YARD
Alias Type:	Alternate Name
Alias Name:	SOUTHERN PACIFIC RAILROAD, TRACY YARD
Alias Type:	Alternate Name
Alias Name:	235-150-28
Alias Type:	APN
Alias Name:	235-150-29
Alias Type:	APN
Alias Name:	23515002
Alias Type:	APN
Alias Name:	110002944994
Alias Type:	EPA (FRS #)
Alias Name:	SL185112896
Alias Type:	GeoTracker Global ID
Alias Name:	101743
Alias Type:	Project Code (Site Code)
Alias Name:	39400007
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	OU-3 / OU-4
Completed Sub Area Name:	Not reported
Completed Document Type:	Fact Sheets
Completed Date:	02/28/2008
Comments:	Fact sheet approved and mailed out to mailing list for public comment period of 3/3/08 to 4/3/08.

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Completed Area Name:	OU-1 / OU-2 / OU-5
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Endangerment Assessment Report
Completed Date:	05/15/2013
Comments:	Final DTSC letter. Site impacted but no immediate threat found.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Site Characterization Report
Completed Date:	10/23/2012
Comments:	Sent letter to UP asking for a report that summarizes all groundwater data from the site.
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Risk Assessment Report
Completed Date:	08/27/2014
Comments:	Same as below
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Voluntary Cleanup Agreement Termination Notification
Completed Date:	01/10/2015
Comments:	The VCA has been terminated and the project will need further action if the conditions at the site change. Current conditions of a trespasser scenario are protective at this time.
Completed Area Name:	OU-1 / OU-2 / OU-5
Completed Sub Area Name:	Not reported
Completed Document Type:	Remedial Investigation Report
Completed Date:	08/09/2006
Comments:	RI report approved and FS to be incorporated into a RAW for soils and Phase 2 RI/FS for Groundwater is anticipated.
Completed Area Name:	OU-3 / OU-4
Completed Sub Area Name:	Not reported
Completed Document Type:	Removal Action Workplan
Completed Date:	05/19/2008
Comments:	Not reported
Completed Area Name:	OU-3 / OU-4
Completed Sub Area Name:	Not reported
Completed Document Type:	Remedial Action Completion Report
Completed Date:	10/22/2009
Comments:	Completion report for soil accepted by DTSC. Commercial clean up goals were met but unrestricted use was not. A LUC will be necessary for OU's 3 and 4. Completion of the LUC is dependent on the ground water and soil gas sampling being conducted by AMEC as part of the ground water investigation
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Remedial Investigation Workplan
Completed Date:	11/10/2005
Comments:	workplan submitted
Completed Area Name:	Project Wide Groundwater

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Completed Sub Area Name: Not reported
Completed Document Type: Remedial Investigation Workplan
Completed Date: 11/22/2006
Comments: Phase 2 Remedial site Investigation Workplan for further groundwater investigation approved.

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Land Use Restriction
Completed Date: 04/11/2012
Comments: The city of Tracy has renumbered the parcels. 235-150-29 and 235-150-29

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Certification
Completed Date: 06/17/2012
Comments: Certified OU3 and OU4 as complete. LUC recorded.

Completed Area Name: OU-1 / OU-2 / OU-5
Completed Sub Area Name: Not reported
Completed Document Type: Site Inspections/Visit (Non LUR)
Completed Date: 08/02/2012
Comments: Went on site visit to determine if assumptions in HHRA were acurate.

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: CEQA - Notice of Exemption
Completed Date: 05/19/2008
Comments: The Notice of Exemption was completed and a copy is included in the completed RAW

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 06/23/2005
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

CPS-SLIC:
Site Name: SOUTHERN PACIFIC TRANSPORATION CO
Region: STATE
Facility Status: **Open - Site Assessment**
Status Date: 07/29/2010
Global Id: SL185112896
Lead Agency: DEPARTMENT OF TOXIC SUBSTANCES CONTROL
Lead Agency Case Number: 39400007
Latitude: 37.73677

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Longitude:	-121.433121
Case Type:	Cleanup Program Site
Case Worker:	TT
Local Agency:	DEPARTMENT OF TOXIC SUBSTANCES CONTROL
RB Case Number:	SL185112896
File Location:	DTSC
Potential Media Affected:	Not reported
Potential Contaminants of Concern:	Not reported
Site History:	THE SITE CONSISTS OF THE FORMER SOUTHERN PACIFIC-TRACY RAILYARD. THE SITE WAS FORMERLY A SOUTHERN PACIFIC RAILROAD MAINTENANCE FACILITY THAT WAS DECOMMISSIONED IN THE 1940S. THE SITE SUBSEQUENTLY FUNCTIONED AS A RAIL WELDING FACILITY. ALL OPERATIONS CEASED AND THE MAJORITY OF THE STRUCTURES AND TRACKS WERE REMOVED IN THE 1980S. UNION PACIFIC RAILROAD (UPRR) OWNS AND PREVIOUSLY OCCUPIED THE SITE AS A RAILROAD YARD. VCA WAS APPROVED 10/20/2005. THE SITE CURRENTLY IS APPROXIMATELY 57+ ACRES. THE CURRENT SITE IS ROUGHLY BOUNDED BY 6TH STREET TO THE NORTH, ON THE EAST BY MACARTHUR DRIVE AND ESTABLISHED RESIDENCES, ON THE SOUTH BY RAILROAD RIGHT-OF-WAY RUNNING PARALLEL TO FOURTH STREET, AND ON THE WEST BY RAILROAD RIGHT-OF-WAY GENERALLY PARALLEL TO TRACY BOULEVARD. CENTRAL AVENUE BISECTS THE SITE ON THE NORTH-SOUTH AXIS. THE SITE HAS BEEN IN OPERATION FOR APPROXIMATELY 50 YEARS. THE SITE IS SURROUNDED BY A MIX OF COMMERCIAL AND RESIDENTIAL DEVELOPMENT.

Click here to access the California GeoTracker records for this facility:

VCP:

Facility ID:	39400007
Site Type:	Voluntary Cleanup
Site Type Detail:	Voluntary Cleanup
Site Mgmt. Req.:	NONE SPECIFIED
Acres:	57
National Priorities List:	NO
Cleanup Oversight Agencies:	SMBRP
Lead Agency:	SMBRP
Lead Agency Description:	DTSC - Site Cleanup Program
Project Manager:	Tami Trearse
Supervisor:	Fernando A. Amador
Division Branch:	Cleanup Sacramento
Site Code:	101743
Assembly:	13
Senate:	05
Special Programs Code:	Voluntary Cleanup Program
Status:	Certified O&M - Land Use Restrictions Only
Status Date:	03/23/2015
Restricted Use:	YES
Funding:	Responsible Party
Lat/Long:	37.73401 / -121.4252
APN:	235-150-28, 235-150-29, 23515002
Past Use:	RAIL ROAD MAINTENANCE SHOP, RAILROAD RIGHT OF WAY
Potential COC:	30013
Confirmed COC:	30013
Potential Description:	SOIL
Alias Name:	FORMER SP-TRACY YARD
Alias Type:	Alternate Name
Alias Name:	SOUTHERN PACIFIC RAILROAD, TRACY YARD
Alias Type:	Alternate Name

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Alias Name: 235-150-28
Alias Type: APN
Alias Name: 235-150-29
Alias Type: APN
Alias Name: 23515002
Alias Type: APN
Alias Name: 110002944994
Alias Type: EPA (FRS #)
Alias Name: SL185112896
Alias Type: GeoTracker Global ID
Alias Name: 101743
Alias Type: Project Code (Site Code)
Alias Name: 39400007
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Fact Sheets
Completed Date: 02/28/2008
Comments: Fact sheet approved and mailed out to mailing list for public comment period of 3/3/08 to 4/3/08.

Completed Area Name: OU-1 / OU-2 / OU-5
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 05/15/2013
Comments: Final DTSC letter. Site impacted but no immediate threat found.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Characterization Report
Completed Date: 10/23/2012
Comments: Sent letter to UP asking for a report that summarizes all groundwater data from the site.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Risk Assessment Report
Completed Date: 08/27/2014
Comments: Same as below

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement Termination Notification
Completed Date: 01/10/2015
Comments: The VCA has been terminated and the project will need further action if the conditions at the site change. Current conditions of a trespasser scenario are protective at this time.

Completed Area Name: OU-1 / OU-2 / OU-5
Completed Sub Area Name: Not reported
Completed Document Type: Remedial Investigation Report
Completed Date: 08/09/2006
Comments: RI report approved and FS to be incorporated into a RAW for soils and Phase 2 RI/FS for Groundwater is anticipated.

Completed Area Name: OU-3 / OU-4

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Completed Sub Area Name: Not reported
Completed Document Type: Removal Action Workplan
Completed Date: 05/19/2008
Comments: Not reported

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Remedial Action Completion Report
Completed Date: 10/22/2009
Comments: Completion report for soil accepted by DTSC. Commercial clean up goals were met but unrestricted use was not. A LUC will be necessary for OU's 3 and 4. Completion of the LUC is dependent on the ground water and soil gas sampling being conducted by AMEC as part of the ground water investigation

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Remedial Investigation Workplan
Completed Date: 11/10/2005
Comments: workplan submitted

Completed Area Name: Project Wide Groundwater
Completed Sub Area Name: Not reported
Completed Document Type: Remedial Investigation Workplan
Completed Date: 11/22/2006
Comments: Phase 2 Remedial site Investigation Workplan for further groundwater investigation approved.

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Land Use Restriction
Completed Date: 04/11/2012
Comments: The city of Tracy has renumbered the parcels. 235-150-29 and 235-150-29

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: Certification
Completed Date: 06/17/2012
Comments: Certified OU3 and OU4 as complete. LUC recorded.

Completed Area Name: OU-1 / OU-2 / OU-5
Completed Sub Area Name: Not reported
Completed Document Type: Site Inspections/Visit (Non LUR)
Completed Date: 08/02/2012
Comments: Went on site visit to determine if assumptions in HHRA were acurate.

Completed Area Name: OU-3 / OU-4
Completed Sub Area Name: Not reported
Completed Document Type: CEQA - Notice of Exemption
Completed Date: 05/19/2008
Comments: The Notice of Exemption was completed and a copy is included in the completed RAW

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Completed Date: 06/23/2005
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

HIST UST:
File Number: 0002B39A
URL: http://geotracker.waterboards.ca.gov/ustpdfs/pdf/0002B39A.pdf
Region: Not reported
Facility ID: Not reported
Facility Type: Not reported
Other Type: Not reported
Contact Name: Not reported
Telephone: Not reported
Owner Name: Not reported
Owner Address: Not reported
Owner City,St,Zip: Not reported
Total Tanks: Not reported

Tank Num: Not reported
Container Num: Not reported
Year Installed: Not reported
Tank Capacity: Not reported
Tank Used for: Not reported
Type of Fuel: Not reported
Container Construction Thickness: Not reported
Leak Detection: Not reported

Click here for Geo Tracker PDF:

DEED:
Envirostor ID: 39400007
Area: OU-3 / OU-4
Sub Area: Not reported
Site Type: VOLUNTARY CLEANUP
Status: CERTIFIED O&M - LAND USE RESTRICTIONS ONLY
Agency: Not reported
Covenant Uploaded: Not reported
Deed Date(s): 04/11/2012
File Name: Envirostor Land Use Restrictions

CERS TANKS:
Site ID: 233129
CERS ID: SL185112896
Site Name: SOUTHERN PACIFIC TRANSPORATION CO
CERS Description: Cleanup Program Site

Affiliation:

UNION PACIFIC RAILROAD, FORMER TRACY RAILYARD (Continued) **S106483793**

Affiliation Type Desc:	Regional Board Caseworker
Entity Name:	C DEAN HUBBARD - CENTRAL VALLEY RWQCB (REGION 5F)
Entity Title:	Not reported
Affiliation Address:	1685 E STREET
Affiliation City:	FRESNO
Affiliation State:	CA
Affiliation Country:	Not reported
Affiliation Zip:	Not reported
Affiliation Phone:	Not reported

28
NE
1/2-1
0.928 mi.
4898 ft.

BETHANY ELEMENTARY
PATTERSON PASS ROAD
TRACY, CA 95376

ENVIROSTOR **S104549148**
SCH **N/A**
CERS

Relative:
Lower

Actual:
48 ft.

ENVIROSTOR:

Facility ID:	39010003
Status:	No Further Action
Status Date:	11/21/2000
Site Code:	104019
Site Type:	School Investigation
Site Type Detailed:	School
Acres:	15.99
NPL:	NO
Regulatory Agencies:	SMBRP
Lead Agency:	SMBRP
Program Manager:	Not reported
Supervisor:	Mark Malinowski
Division Branch:	Northern California Schools & Santa Susana
Assembly:	13
Senate:	05
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	School District
Latitude:	37.77338
Longitude:	-121.5496
APN:	20915024
Past Use:	AGRICULTURAL - ROW CROPS
Potential COC:	Arsenic
Confirmed COC:	NONE SPECIFIED
Potential Description:	NMA
Alias Name:	AKA: WICKLAND ELEMENTARY
Alias Type:	Alternate Name
Alias Name:	BETHANY ELEMENTARY
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ELEM SD-BETHANY ELEM.
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ELEMENTARY SCHOOL DISTRICT
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ESD-BETHANY EL/VCA
Alias Type:	Alternate Name
Alias Name:	20915024
Alias Type:	APN
Alias Name:	101229
Alias Type:	Project Code (Site Code)

BETHANY ELEMENTARY (Continued) **S104549148**

Alias Name: 104019
Alias Type: Project Code (Site Code)
Alias Name: 39010003
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 11/21/2000
Comments: DTSC approved the PEA with a no further action necessary

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Phase 1
Completed Date: 11/15/1999
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Cost Recovery Closeout Memo
Completed Date: 11/17/1999
Comments: Not reported

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Cost Recovery Closeout Memo
Completed Date: 03/15/2001
Comments: DTSC sent a CRU to the accounting unit to summarize costs associated with the Voluntary Cleanup Agreement

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 01/12/2000
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SCH:

Facility ID: 39010003
Site Type: School Investigation
Site Type Detail: School
Site Mgmt. Req.: NONE SPECIFIED
Acres: 15.99
National Priorities List: NO
Cleanup Oversight Agencies: SMBRP
Lead Agency: SMBRP

BETHANY ELEMENTARY (Continued) **S104549148**

Lead Agency Description:	DTSC - Site Cleanup Program
Project Manager:	Not reported
Supervisor:	Mark Malinowski
Division Branch:	Northern California Schools & Santa Susana
Site Code:	104019
Assembly:	13
Senate:	05
Special Program Status:	Not reported
Status:	No Further Action
Status Date:	11/21/2000
Restricted Use:	NO
Funding:	School District
Latitude:	37.77338
Longitude:	-121.5496
APN:	20915024
Past Use:	AGRICULTURAL - ROW CROPS
Potential COC:	Arsenic
Confirmed COC:	NONE SPECIFIED
Potential Description:	NMA
Alias Name:	AKA: WICKLAND ELEMENTARY
Alias Type:	Alternate Name
Alias Name:	BETHANY ELEMENTARY
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ELEM SD-BETHANY ELEM.
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ELEMENTARY SCHOOL DISTRICT
Alias Type:	Alternate Name
Alias Name:	LAMMERSVILLE ESD-BETHANY EL/VCA
Alias Type:	Alternate Name
Alias Name:	20915024
Alias Type:	APN
Alias Name:	101229
Alias Type:	Project Code (Site Code)
Alias Name:	104019
Alias Type:	Project Code (Site Code)
Alias Name:	39010003
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Preliminary Endangerment Assessment Report
Completed Date:	11/21/2000
Comments:	DTSC approved the PEA with a no further action necessary
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Phase 1
Completed Date:	11/15/1999
Comments:	Not reported
Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Cost Recovery Closeout Memo
Completed Date:	11/17/1999
Comments:	Not reported
Completed Area Name:	PROJECT WIDE

BETHANY ELEMENTARY (Continued) **S104549148**

Completed Sub Area Name: Not reported
Completed Document Type: Cost Recovery Closeout Memo
Completed Date: 03/15/2001
Comments: DTSC sent a CRU to the accounting unit to summarize costs associated with the Voluntary Cleanup Agreement

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Voluntary Cleanup Agreement
Completed Date: 01/12/2000
Comments: Not reported

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

CERS TANKS:
Site ID: 335102
CERS ID: 39010003
Site Name: BETHANY ELEMENTARY
CERS Description: School Investigation

Affiliation:
Affiliation Type Desc: Supervisor
Entity Name: MARK MALINOWSKI
Entity Title: Not reported
Affiliation Address: Not reported
Affiliation City: Not reported
Affiliation State: Not reported
Affiliation Country: Not reported
Affiliation Zip: Not reported
Affiliation Phone: Not reported

Count: 11 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
TRACY	1023227484	CHEVRON TRACY RAILYARD OFFSITE-WES	BALDWIN COURT	95376	FINDS
TRACY	S106230404	CHEVRON PIPE LINE COMPANY, NICHOLA	BYRON RD W (DIRECTLY SOUTH OF		CPS-SLIC
TRACY	S100833238	TRACY D.D.- CENT.	5600 SOUTH CHRISMAN ROAD	95376	CA BOND EXP. PLAN
TRACY	S100833237	DEFENSE DEPOT, TRACY - SOIL REMOVA	5600 SOUTH CHRISMAN ROAD	95376	HIST Cal-Sites, CA BOND EXP. PLAN
TRACY	S106916840	PG&E VERNALIS	DURHAM FERRY RD (8 MI SE OF TR		CPS-SLIC
TRACY	S107539081		KASSON RD, 1 MILE SOUTH OF LIN	95376	CDL
TRACY	S109611788		KOSTER RD. 1/4 MI SOUTH OF HIG	95376	CDL
TRACY	1024794840	TRACY UNIFIED SCHOOL DISTRICT	1975 WEST LOWELL AVE	95376	RCRA NonGen / NLR
TRACY	S109611829		ON SO KOSTER RD, ~ 1 MILE SOUT	95304	CDL
TRACY	S106230475	TRACY CORNERS	3301 TRACY BLVD N & CLOVER RD		CPS-SLIC
TRACY	S109281165	CITY OF TRACY	WEST TWELFTH STREET AT LONNA W	95376	EMI

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 04/03/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 35

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 35

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 02/22/2019
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 41

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 05/10/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 01/31/2019
Date Data Arrived at EDR: 02/04/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 32

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/29/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 01/31/2019
Date Data Arrived at EDR: 02/04/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 32

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/29/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 36

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 03/26/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

State- and tribal - equivalent NPL

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 01/28/2019
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 35

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 04/30/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 01/28/2019
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 35

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 04/30/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inve ntory of solid waste disposal facilities or landfills. These may be active or i nactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 02/11/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 21

Source: Department of Resources Recycling and Recovery
Telephone: 916-341-6320
Last EDR Contact: 05/14/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

LUST: Leaking Underground Fuel Tank Report (GEOTRACKER)
Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35
Source: State Water Resources Control Board
Telephone: see region list
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

LUST REG 9: Leaking Underground Storage Tank Report
Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001
Date Data Arrived at EDR: 04/23/2001
Date Made Active in Reports: 05/21/2001
Number of Days to Update: 28
Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-637-5595
Last EDR Contact: 09/26/2011
Next Scheduled EDR Contact: 01/09/2012
Data Release Frequency: No Update Planned

LUST REG 8: Leaking Underground Storage Tanks
California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005
Date Data Arrived at EDR: 02/15/2005
Date Made Active in Reports: 03/28/2005
Number of Days to Update: 41
Source: California Regional Water Quality Control Board Santa Ana Region (8)
Telephone: 909-782-4496
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Varies

LUST REG 6V: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005
Date Data Arrived at EDR: 06/07/2005
Date Made Active in Reports: 06/29/2005
Number of Days to Update: 22
Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Telephone: 760-241-7365
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST REG 6L: Leaking Underground Storage Tank Case Listing
For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003
Date Data Arrived at EDR: 09/10/2003
Date Made Active in Reports: 10/07/2003
Number of Days to Update: 27
Source: California Regional Water Quality Control Board Lahontan Region (6)
Telephone: 530-542-5572
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST REG 5: Leaking Underground Storage Tank Database
Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 9
Source: California Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-4834
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: No Update Planned

LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6710
Last EDR Contact: 09/06/2011
Next Scheduled EDR Contact: 12/19/2011
Data Release Frequency: No Update Planned

LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003
Date Data Arrived at EDR: 05/19/2003
Date Made Active in Reports: 06/02/2003
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-542-4786
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: No Update Planned

LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-622-2433
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001
Date Data Arrived at EDR: 02/28/2001
Date Made Active in Reports: 03/29/2001
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)
Telephone: 707-570-3769
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

LUST REG 7: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004
Date Data Arrived at EDR: 02/26/2004
Date Made Active in Reports: 03/24/2004
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Telephone: 760-776-8943
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/10/2018
Date Data Arrived at EDR: 03/08/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 02/19/2019
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 11/01/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 03/12/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 50

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/13/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/12/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/17/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

CPS-SLIC: Statewide SLIC Cases (GEOTRACKER)

Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003
Date Data Arrived at EDR: 04/07/2003
Date Made Active in Reports: 04/25/2003
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)
Telephone: 707-576-2220
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-286-0457
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006
Date Data Arrived at EDR: 05/18/2006
Date Made Active in Reports: 06/15/2006
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-549-3147
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: Semi-Annually

SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004
Date Data Arrived at EDR: 11/18/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6600
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: Varies

SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005
Date Data Arrived at EDR: 04/05/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-3291
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005
Date Data Arrived at EDR: 05/25/2005
Date Made Active in Reports: 06/16/2005
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch
Telephone: 619-241-6583
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Semi-Annually

SLIC REG 6L: SLIC Sites
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region
Telephone: 530-542-5574
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

SLIC REG 7: SLIC List
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004
Date Data Arrived at EDR: 11/29/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region
Telephone: 760-346-7491
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008
Date Data Arrived at EDR: 04/03/2008
Date Made Active in Reports: 04/14/2008
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)
Telephone: 951-782-3298
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007
Date Data Arrived at EDR: 09/11/2007
Date Made Active in Reports: 09/28/2007
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-467-2980
Last EDR Contact: 08/08/2011
Next Scheduled EDR Contact: 11/21/2011
Data Release Frequency: Annually

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017
Date Data Arrived at EDR: 05/30/2017
Date Made Active in Reports: 10/13/2017
Number of Days to Update: 136

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 04/25/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Varies

UST CLOSURE: Proposed Closure of Underground Storage Tank (UST) Cases

UST cases that are being considered for closure by either the State Water Resources Control Board or the Executive Director have been posted for a 60-day public comment period. UST Case Closures being proposed for consideration by the State Water Resources Control Board. These are primarily UST cases that meet closure criteria under the decisional framework in State Water Board Resolution No. 92-49 and other Board orders. UST Case Closures proposed for consideration by the Executive Director pursuant to State Water Board Resolution No. 2012-0061. These are cases that meet the criteria of the Low-Threat UST Case Closure Policy. UST Case Closure Review Denials and Approved Orders.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/03/2019
Number of Days to Update: 21

Source: State Water Resources Control Board
Telephone: 916-327-7844
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: SWRCB
Telephone: 916-341-5851
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Semi-Annually

MILITARY UST SITES: Military UST Sites (GEOTRACKER)

Military ust sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 09/19/2016
Number of Days to Update: 69

Source: California Environmental Protection Agency
Telephone: 916-327-5092
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/10/2018
Date Data Arrived at EDR: 03/08/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 54

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 10/17/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 11/07/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 11/01/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 10/12/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 09/24/2018
Date Data Arrived at EDR: 03/12/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 50

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/03/2018
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 55

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 03/25/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Properties
Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 01/28/2019
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 35

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 04/30/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

State and tribal Brownfields sites

BROWNFIELDS: Considered Brownfieds Sites Listing
A listing of sites the SWRCB considers to be Brownfields since these are sites have come to them through the MOA Process.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 34

Source: State Water Resources Control Board
Telephone: 916-323-7905
Last EDR Contact: 03/26/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites
Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/17/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 24

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT: Waste Management Unit Database

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000
Date Data Arrived at EDR: 04/10/2000
Date Made Active in Reports: 05/10/2000
Number of Days to Update: 30

Source: State Water Resources Control Board
Telephone: 916-227-4448
Last EDR Contact: 04/25/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: No Update Planned

SWRCY: Recycler Database

A listing of recycling facilities in California.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 48

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

HAULERS: Registered Waste Tire Haulers Listing

A listing of registered waste tire haulers.

Date of Government Version: 03/26/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 34

Source: Integrated Waste Management Board
Telephone: 916-341-6422
Last EDR Contact: 05/09/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land
A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 04/23/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 02/24/2019
Date Data Arrived at EDR: 02/26/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 50

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: No Update Planned

HIST CAL-SITES: Calsites Database
The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

Date of Government Version: 08/08/2005
Date Data Arrived at EDR: 08/03/2006
Date Made Active in Reports: 08/24/2006
Number of Days to Update: 21

Source: Department of Toxic Substance Control
Telephone: 916-323-3400
Last EDR Contact: 02/23/2009
Next Scheduled EDR Contact: 05/25/2009
Data Release Frequency: No Update Planned

SCH: School Property Evaluation Program
This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 01/28/2019
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 35

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 04/30/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

CDL: Clandestine Drug Labs
A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/12/2018
Date Made Active in Reports: 08/06/2018
Number of Days to Update: 55

Source: Department of Toxic Substances Control
Telephone: 916-255-6504
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Varies

TOXIC PITS: Toxic Pits Cleanup Act Sites
Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995
Date Data Arrived at EDR: 08/30/1995
Date Made Active in Reports: 09/26/1995
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 916-227-4364
Last EDR Contact: 01/26/2009
Next Scheduled EDR Contact: 04/27/2009
Data Release Frequency: No Update Planned

CERS HAZ WASTE: CERS HAZ WASTE

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, and RCRA LQ HW Generator programs.

Date of Government Version: 04/09/2019
Date Data Arrived at EDR: 04/11/2019
Date Made Active in Reports: 05/08/2019
Number of Days to Update: 27

Source: CalEPA
Telephone: 916-323-2514
Last EDR Contact: 04/11/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/24/2019
Date Data Arrived at EDR: 02/26/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 50

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Quarterly

PFAS: PFAS Contamination Site Location Listing

A listing of PFAS contaminated sites included in the GeoTracker database.

Date of Government Version: 02/21/2019
Date Data Arrived at EDR: 02/22/2019
Date Made Active in Reports: 04/15/2019
Number of Days to Update: 52

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/10/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

Local Lists of Registered Storage Tanks

SWEEPS UST: SWEEPS UST Listing

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994
Date Data Arrived at EDR: 07/07/2005
Date Made Active in Reports: 08/11/2005
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/03/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

UST MENDOCINO: Mendocino County UST Database

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 12/04/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 12/14/2018
Number of Days to Update: 8

Source: Department of Public Health
Telephone: 707-463-4466
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Annually

HIST UST: Hazardous Substance Storage Container Database

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990
Date Data Arrived at EDR: 01/25/1991
Date Made Active in Reports: 02/12/1991
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-341-5851
Last EDR Contact: 07/26/2001
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SAN FRANCISCO AST: Aboveground Storage Tank Site Listing
Aboveground storage tank sites

Date of Government Version: 09/11/2018
Date Data Arrived at EDR: 09/12/2018
Date Made Active in Reports: 10/11/2018
Number of Days to Update: 29

Source: San Francisco County Department of Public Health
Telephone: 415-252-3896
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

CA FID UST: Facility Inventory Database
The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994
Date Data Arrived at EDR: 09/05/1995
Date Made Active in Reports: 09/29/1995
Number of Days to Update: 24

Source: California Environmental Protection Agency
Telephone: 916-341-5851
Last EDR Contact: 12/28/1998
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CERS TANKS: California Environmental Reporting System (CERS) Tanks
List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Aboveground Petroleum Storage and Underground Storage Tank regulatory programs.

Date of Government Version: 04/09/2019
Date Data Arrived at EDR: 04/11/2019
Date Made Active in Reports: 05/08/2019
Number of Days to Update: 27

Source: California Environmental Protection Agency
Telephone: 916-323-2514
Last EDR Contact: 04/11/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Quarterly

Local Land Records

LIENS: Environmental Liens Listing
A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 02/28/2019
Date Data Arrived at EDR: 03/01/2019
Date Made Active in Reports: 04/02/2019
Number of Days to Update: 32

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information
A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 35

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Semi-Annually

DEED: Deed Restriction Listing

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 03/04/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 27

Source: DTSC and SWRCB
Telephone: 916-323-3400
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 49

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 03/26/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

CHMIRS: California Hazardous Material Incident Report System

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 10/24/2018
Date Data Arrived at EDR: 01/24/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 40

Source: Office of Emergency Services
Telephone: 916-845-8400
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Semi-Annually

LDS: Land Disposal Sites Listing (GEOTRACKER)

Land Disposal sites (Landfills) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Qualilty Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

MCS: Military Cleanup Sites Listing (GEOTRACKER)

Military sites (consisting of: Military UST sites; Military Privatized sites; and Military Cleanup sites [formerly known as DoD non UST]) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/06/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/22/2013
Number of Days to Update: 50

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/27/2019
Date Made Active in Reports: 04/17/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 03/27/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 03/07/2019
Date Data Arrived at EDR: 04/03/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 50

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 05/21/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 04/12/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 04/12/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 05/13/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 05/07/2019
Number of Days to Update: 42

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 03/26/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 05/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 05/10/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 03/22/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 01/10/2018
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 2

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 04/24/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 35

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/25/2019
Date Data Arrived at EDR: 05/02/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties
A listing of verified Potentially Responsible Parties

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

PADS: PCB Activity Database System
PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 03/20/2019
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 34

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 04/10/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System
The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 04/08/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016
Date Data Arrived at EDR: 09/08/2016
Date Made Active in Reports: 10/21/2016
Number of Days to Update: 43

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 06/07/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 06/07/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017
Date Data Arrived at EDR: 11/30/2017
Date Made Active in Reports: 12/15/2017
Number of Days to Update: 15
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 04/26/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 04/02/2019
Date Data Arrived at EDR: 04/02/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 42
Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 04/02/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 12/03/2018
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 51

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 04/30/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2019
Date Data Arrived at EDR: 04/23/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 30

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 04/11/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017
Date Data Arrived at EDR: 10/11/2017
Date Made Active in Reports: 11/03/2017
Number of Days to Update: 23

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/18/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 06/06/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 11/27/2018
Date Data Arrived at EDR: 02/27/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 33

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 05/29/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/31/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/31/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 03/27/2019
Date Data Arrived at EDR: 03/28/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 34

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 06/10/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/15/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 10

Source: EPA
Telephone: (415) 947-8000
Last EDR Contact: 06/05/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 04/07/2019
Date Data Arrived at EDR: 04/09/2019
Date Made Active in Reports: 05/23/2019
Number of Days to Update: 44

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 04/09/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 01/17/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 74

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing
A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 71
Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing
This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 02/19/2019
Date Data Arrived at EDR: 02/21/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 39
Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 05/21/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Quarterly

CA BOND EXP. PLAN: Bond Expenditure Plan
Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989
Date Data Arrived at EDR: 07/27/1994
Date Made Active in Reports: 08/02/1994
Number of Days to Update: 6
Source: Department of Health Services
Telephone: 916-255-2118
Last EDR Contact: 05/31/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CORTESE: "Cortese" Hazardous Waste & Substances Sites List
The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 03/25/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 36
Source: CAL EPA/Office of Emergency Information
Telephone: 916-323-3400
Last EDR Contact: 03/26/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

CUPA SAN FRANCISCO CO: CUPA Facility Listing
Cupa facilities

Date of Government Version: 04/18/2019
Date Data Arrived at EDR: 04/19/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 11
Source: San Francisco County Department of Environmental Health
Telephone: 415-252-3896
Last EDR Contact: 04/18/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

CUPA LIVERMORE-PLEASANTON: CUPA Facility Listing
list of facilities associated with the various CUPA programs in Livermore-Pleasanton

Date of Government Version: 01/23/2019
Date Data Arrived at EDR: 02/26/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 34
Source: Livermore-Pleasanton Fire Department
Telephone: 925-454-2361
Last EDR Contact: 05/14/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

DRYCLEAN SOUTH COAST: South Coast Air Quality Management District Drycleaner Listing
A listing of dry cleaners in the South Coast Air Quality Management District

Date of Government Version: 03/19/2019
Date Data Arrived at EDR: 03/22/2019
Date Made Active in Reports: 04/09/2019
Number of Days to Update: 18

Source: South Coast Air Quality Management District
Telephone: 909-396-3211
Last EDR Contact: 05/23/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 03/01/2019
Date Data Arrived at EDR: 04/25/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 35

Source: Department of Toxic Substance Control
Telephone: 916-327-4498
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Annually

DRYCLEAN AVAQMD: Antelope Valley Air Quality Management District Drycleaner Listing

A listing of dry cleaners in the Antelope Valley Air Quality Management District.

Date of Government Version: 02/27/2019
Date Data Arrived at EDR: 02/28/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 32

Source: Antelope Valley Air Quality Management District
Telephone: 661-723-8070
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/20/2018
Date Made Active in Reports: 08/06/2018
Number of Days to Update: 47

Source: California Air Resources Board
Telephone: 916-322-2990
Last EDR Contact: 03/22/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Varies

ENF: Enforcement Action Listing

A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 11/01/2018
Date Data Arrived at EDR: 11/02/2018
Date Made Active in Reports: 12/13/2018
Number of Days to Update: 41

Source: State Water Resoruces Control Board
Telephone: 916-445-9379
Last EDR Contact: 05/14/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information

Date of Government Version: 01/10/2019
Date Data Arrived at EDR: 01/23/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 41

Source: Department of Toxic Substances Control
Telephone: 916-255-3628
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 02/15/2019
Date Data Arrived at EDR: 02/19/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 14

Source: California Integrated Waste Management Board
Telephone: 916-341-6066
Last EDR Contact: 05/09/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Varies

HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method. This database begins with calendar year 1993.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 04/09/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 50

Source: California Environmental Protection Agency
Telephone: 916-255-1136
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Annually

ICE: ICE

Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirostor.

Date of Government Version: 02/19/2019
Date Data Arrived at EDR: 02/20/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 13

Source: Department of Toxic Subsances Control
Telephone: 877-786-9427
Last EDR Contact: 05/21/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Quarterly

HIST CORTESE: Hazardous Waste & Substance Site List

The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001
Date Data Arrived at EDR: 01/22/2009
Date Made Active in Reports: 04/08/2009
Number of Days to Update: 76

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 01/22/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

HWP: EnviroStor Permitted Facilities Listing

Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 02/19/2019
Date Data Arrived at EDR: 02/20/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 13

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 05/21/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Quarterly

HWT: Registered Hazardous Waste Transporter Database

A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 04/08/2019
Date Data Arrived at EDR: 04/09/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 51

Source: Department of Toxic Substances Control
Telephone: 916-440-7145
Last EDR Contact: 04/09/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Quarterly

MINES: Mines Site Location Listing
A listing of mine site locations from the Office of Mine Reclamation.

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/12/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 34
Source: Department of Conservation
Telephone: 916-322-1080
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

MWMP: Medical Waste Management Program Listing
The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 02/20/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 04/02/2019
Number of Days to Update: 28
Source: Department of Public Health
Telephone: 916-558-1784
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

NPDES: NPDES Permits Listing
A listing of NPDES permits, including stormwater.

Date of Government Version: 02/11/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 23
Source: State Water Resources Control Board
Telephone: 916-445-9379
Last EDR Contact: 05/14/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Quarterly

PEST LIC: Pesticide Regulation Licenses Listing
A listing of licenses and certificates issued by the Department of Pesticide Regulation. The DPR issues licenses and/or certificates to: Persons and businesses that apply or sell pesticides; Pest control dealers and brokers; Persons who advise on agricultural pesticide applications.

Date of Government Version: 03/04/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 04/05/2019
Number of Days to Update: 31
Source: Department of Pesticide Regulation
Telephone: 916-445-4038
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Quarterly

PROC: Certified Processors Database
A listing of certified processors.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 47
Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

NOTIFY 65: Proposition 65 Records
Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

Date of Government Version: 03/18/2019
Date Data Arrived at EDR: 03/19/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 41
Source: State Water Resources Control Board
Telephone: 916-445-3846
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: No Update Planned

UIC: UIC Listing
A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 04/27/2018
Date Data Arrived at EDR: 06/13/2018
Date Made Active in Reports: 07/17/2018
Number of Days to Update: 34
Source: Deaprtment of Conservation
Telephone: 916-445-2408
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

UIC GEO: Underground Injection Control Sites (GEOTRACKER)
Underground control injection sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35
Source: State Water Resource Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

WASTEWATER PITS: Oil Wastewater Pits Listing
Water officials discovered that oil producers have been dumping chemical-laden wastewater into hundreds of unlined pits that are operating without proper permits. Inspections completed by the Central Valley Regional Water Quality Control Board revealed the existence of previously unidentified waste sites. The water boards review found that more than one-third of the region's active disposal pits are operating without permission.

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 07/11/2018
Date Made Active in Reports: 09/13/2018
Number of Days to Update: 64
Source: RWQCB, Central Valley Region
Telephone: 559-445-5577
Last EDR Contact: 04/12/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Varies

WDS: Waste Discharge System
Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007
Date Data Arrived at EDR: 06/20/2007
Date Made Active in Reports: 06/29/2007
Number of Days to Update: 9
Source: State Water Resources Control Board
Telephone: 916-341-5227
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Quarterly

MILITARY PRIV SITES: Military Privatized Sites (GEOTRACKER)
Military privatized sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35
Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

PROJECT: Project Sites (GEOTRACKER)
Projects sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35
Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

WDR: Waste Discharge Requirements Listing
In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the "Non Chapter 15 (Non 15) Program") regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to section 20230 of Title 27.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 47

Source: State Water Resources Control Board
Telephone: 916-341-5810
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

CIWQS: California Integrated Water Quality System

The California Integrated Water Quality System (CIWQS) is a computer system used by the State and Regional Water Quality Control Boards to track information about places of environmental interest, manage permits and other orders, track inspections, and manage violations and enforcement activities.

Date of Government Version: 03/05/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 04/02/2019
Number of Days to Update: 28

Source: State Water Resources Control Board
Telephone: 866-794-4977
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

CERS: CalEPA Regulated Site Portal Data

The CalEPA Regulated Site Portal database combines data about environmentally regulated sites and facilities in California into a single database. It combines data from a variety of state and federal databases, and provides an overview of regulated activities across the spectrum of environmental programs for any given location in California. These activities include hazardous materials and waste, state and federal cleanups, impacted ground and surface waters, and toxic materials

Date of Government Version: 04/09/2019
Date Data Arrived at EDR: 04/11/2019
Date Made Active in Reports: 05/08/2019
Number of Days to Update: 27

Source: California Environmental Protection Agency
Telephone: 916-323-2514
Last EDR Contact: 04/11/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

NON-CASE INFO: Non-Case Information Sites (GEOTRACKER)

Non-Case Information sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

WIP: Well Investigation Program Case List

Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009
Date Data Arrived at EDR: 07/21/2009
Date Made Active in Reports: 08/03/2009
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board
Telephone: 213-576-6726
Last EDR Contact: 03/25/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Varies

OTHER OIL GAS: Other Oil & Gas Projects Sites (GEOTRACKER)

Other Oil & Gas Projects sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

PROD WATER PONDS: Produced Water Ponds Sites (GEOTRACKER)

Produced water ponds sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

SAMPLING POINT: Sampling Point ? Public Sites (GEOTRACKER)
Sampling point - public sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

WELL STIM PROJ: Well Stimulation Project (GEOTRACKER)
Includes areas of groundwater monitoring plans, a depiction of the monitoring network, and the facilities, boundaries, and subsurface characteristics of the oilfield and the features (oil and gas wells, produced water ponds, UIC wells, water supply wells, etc?) being monitored

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 06/11/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Resources Recycling and Recovery in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Resources Recycling and Recovery
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALAMEDA COUNTY:

CS ALAMEDA: Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 01/09/2019
Date Data Arrived at EDR: 01/11/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 53

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Semi-Annually

UST ALAMEDA: Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 01/07/2019
Date Data Arrived at EDR: 01/08/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 59

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 04/08/2019
Next Scheduled EDR Contact: 04/24/2047
Data Release Frequency: Semi-Annually

AMADOR COUNTY:

CUPA AMADOR: CUPA Facility List
Cupa Facility List

Date of Government Version: 01/07/2019
Date Data Arrived at EDR: 01/08/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 58

Source: Amador County Environmental Health
Telephone: 209-223-6439
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Varies

BUTTE COUNTY:

CUPA BUTTE: CUPA Facility Listing
Cupa facility list.

Date of Government Version: 04/21/2017
Date Data Arrived at EDR: 04/25/2017
Date Made Active in Reports: 08/09/2017
Number of Days to Update: 106

Source: Public Health Department
Telephone: 530-538-7149
Last EDR Contact: 04/08/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: No Update Planned

CALVERAS COUNTY:

CUPA CALVERAS: CUPA Facility Listing
Cupa Facility Listing

Date of Government Version: 05/01/2019
Date Data Arrived at EDR: 05/02/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 27

Source: Calveras County Environmental Health
Telephone: 209-754-6399
Last EDR Contact: 03/25/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

COLUSA COUNTY:

CUPA COLUSA: CUPA Facility List
Cupa facility list.

Date of Government Version: 02/27/2019
Date Data Arrived at EDR: 02/28/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 32

Source: Health & Human Services
Telephone: 530-458-0396
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Semi-Annually

CONTRA COSTA COUNTY:

SL CONTRA COSTA: Site List
List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 02/14/2019
Date Data Arrived at EDR: 02/19/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 17

Source: Contra Costa Health Services Department
Telephone: 925-646-2286
Last EDR Contact: 04/29/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Semi-Annually

DEL NORTE COUNTY:

CUPA DEL NORTE: CUPA Facility List
Cupa Facility list

Date of Government Version: 02/20/2019
Date Data Arrived at EDR: 05/01/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 29

Source: Del Norte County Environmental Health Division
Telephone: 707-465-0426
Last EDR Contact: 04/25/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

EL DORADO COUNTY:

CUPA EL DORADO: CUPA Facility List
CUPA facility list.

Date of Government Version: 02/27/2019
Date Data Arrived at EDR: 02/28/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 32

Source: El Dorado County Environmental Management Department
Telephone: 530-621-6623
Last EDR Contact: 04/29/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

FRESNO COUNTY:

CUPA FRESNO: CUPA Resources List
Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 04/10/2019
Date Data Arrived at EDR: 04/11/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 19

Source: Dept. of Community Health
Telephone: 559-445-3271
Last EDR Contact: 03/29/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Semi-Annually

GLENN COUNTY:

CUPA GLENN: CUPA Facility List
Cupa facility list

Date of Government Version: 01/22/2018
Date Data Arrived at EDR: 01/24/2018
Date Made Active in Reports: 03/14/2018
Number of Days to Update: 49

Source: Glenn County Air Pollution Control District
Telephone: 830-934-6500
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

HUMBOLDT COUNTY:

CUPA HUMBOLDT: CUPA Facility List
CUPA facility list.

Date of Government Version: 12/11/2018
Date Data Arrived at EDR: 12/13/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 33

Source: Humboldt County Environmental Health
Telephone: N/A
Last EDR Contact: 05/20/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Semi-Annually

IMPERIAL COUNTY:

CUPA IMPERIAL: CUPA Facility List
Cupa facility list.

Date of Government Version: 01/18/2019
Date Data Arrived at EDR: 01/23/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 41

Source: San Diego Border Field Office
Telephone: 760-339-2777
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

INYO COUNTY:

CUPA INYO: CUPA Facility List
Cupa facility list.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/03/2018
Date Made Active in Reports: 06/14/2018
Number of Days to Update: 72

Source: Inyo County Environmental Health Services
Telephone: 760-878-0238
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

KERN COUNTY:

UST KERN: Underground Storage Tank Sites & Tank Listing
Kern County Sites and Tanks Listing.

Date of Government Version: 01/28/2019
Date Data Arrived at EDR: 02/07/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 29

Source: Kern County Environment Health Services Department
Telephone: 661-862-8700
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

KINGS COUNTY:

CUPA KINGS: CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 05/16/2019
Date Data Arrived at EDR: 05/17/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 13

Source: Kings County Department of Public Health
Telephone: 559-584-1411
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

LAKE COUNTY:

CUPA LAKE: CUPA Facility List
Cupa facility list

Date of Government Version: 02/08/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/12/2019
Number of Days to Update: 28

Source: Lake County Environmental Health
Telephone: 707-263-1164
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Varies

LASSEN COUNTY:

CUPA LASSEN: CUPA Facility List
Cupa facility list

Date of Government Version: 01/17/2019
Date Data Arrived at EDR: 01/18/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 46

Source: Lassen County Environmental Health
Telephone: 530-251-8528
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

LOS ANGELES COUNTY:

AOCONCERN: Key Areas of Concerns in Los Angeles County
San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office. Date of Government Version: 3/30/2009 Exide Site area is a cleanup plan of lead-impacted soil surrounding the former Exide Facility as designated by the DTSC. Date of Government Version: 7/17/2017

Date of Government Version: 03/30/2009
Date Data Arrived at EDR: 03/31/2009
Date Made Active in Reports: 10/23/2009
Number of Days to Update: 206

Source: N/A
Telephone: N/A
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: No Update Planned

HMS LOS ANGELES: HMS: Street Number List
Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 12/19/2018
Date Data Arrived at EDR: 01/10/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 56

Source: Department of Public Works
Telephone: 626-458-3517
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Semi-Annually

LF LOS ANGELES: List of Solid Waste Facilities
Solid Waste Facilities in Los Angeles County.

Date of Government Version: 01/14/2019
Date Data Arrived at EDR: 01/15/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 51

Source: La County Department of Public Works
Telephone: 818-458-5185
Last EDR Contact: 04/16/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Varies

LF LOS ANGELES CITY: City of Los Angeles Landfills
Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 01/15/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 51

Source: Engineering & Construction Division
Telephone: 213-473-7869
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Varies

LOS ANGELES AST: Active & Inactive AST Inventory
A listing of active & inactive above ground petroleum storage tank site locations, located in the City of Los Angeles.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 54

Source: Los Angeles Fire Department
Telephone: 213-978-3800
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Varies

LOS ANGELES CO LF METHANE: Methane Producing Landfills

This data was created on April 30, 2012 to represent known disposal sites in Los Angeles County that may produce and emanate methane gas. The shapefile contains disposal sites within Los Angeles County that once accepted degradable refuse material. Information used to create this data was extracted from a landfill survey performed by County Engineers (Major Waste System Map, 1973) as well as historical records from CalRecycle, Regional Water Quality Control Board, and Los Angeles County Department of Public Health

Date of Government Version: 04/30/2012
Date Data Arrived at EDR: 04/17/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 42

Source: Los Angeles County Department of Public Works
Telephone: 626-458-6973
Last EDR Contact: 04/17/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: No Update Planned

LOS ANGELES HM: Active & Inactive Hazardous Materials Inventory

A listing of active & inactive hazardous materials facility locations, located in the City of Los Angeles.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 54

Source: Los Angeles Fire Department
Telephone: 213-978-3800
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Varies

LOS ANGELES UST: Active & Inactive UST Inventory

A listing of active & inactive underground storage tank site locations and underground storage tank historical sites, located in the City of Los Angeles.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 54

Source: Los Angeles Fire Department
Telephone: 213-978-3800
Last EDR Contact: 04/05/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Varies

SITE MIT LOS ANGELES: Site Mitigation List

Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 01/30/2019
Date Data Arrived at EDR: 02/01/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 34

Source: Community Health Services
Telephone: 323-890-7806
Last EDR Contact: 04/16/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Annually

UST EL SEGUNDO: City of El Segundo Underground Storage Tank

Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/21/2017
Date Data Arrived at EDR: 04/19/2017
Date Made Active in Reports: 05/10/2017
Number of Days to Update: 21

Source: City of El Segundo Fire Department
Telephone: 310-524-2236
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Semi-Annually

UST LONG BEACH: City of Long Beach Underground Storage Tank

Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/09/2017
Date Data Arrived at EDR: 03/10/2017
Date Made Active in Reports: 05/03/2017
Number of Days to Update: 54

Source: City of Long Beach Fire Department
Telephone: 562-570-2563
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Annually

UST TORRANCE: City of Torrance Underground Storage Tank
Underground storage tank sites located in the city of Torrance.

Date of Government Version: 10/02/2018
Date Data Arrived at EDR: 10/05/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 28

Source: City of Torrance Fire Department
Telephone: 310-618-2973
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Semi-Annually

MADERA COUNTY:

CUPA MADERA: CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 02/20/2019
Date Data Arrived at EDR: 02/22/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 13

Source: Madera County Environmental Health
Telephone: 559-675-7823
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

MARIN COUNTY:

UST MARIN: Underground Storage Tank Sites
Currently permitted USTs in Marin County.

Date of Government Version: 09/26/2018
Date Data Arrived at EDR: 10/04/2018
Date Made Active in Reports: 11/02/2018
Number of Days to Update: 29

Source: Public Works Department Waste Management
Telephone: 415-473-6647
Last EDR Contact: 03/29/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Semi-Annually

MERCED COUNTY:

CUPA MERCED: CUPA Facility List
CUPA facility list.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/19/2019
Date Made Active in Reports: 05/08/2019
Number of Days to Update: 50

Source: Merced County Environmental Health
Telephone: 209-381-1094
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

MONO COUNTY:

CUPA MONO: CUPA Facility List
CUPA Facility List

Date of Government Version: 02/21/2019
Date Data Arrived at EDR: 02/26/2019
Date Made Active in Reports: 04/01/2019
Number of Days to Update: 34

Source: Mono County Health Department
Telephone: 760-932-5580
Last EDR Contact: 05/23/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Varies

MONTEREY COUNTY:

CUPA MONTEREY: CUPA Facility Listing
CUPA Program listing from the Environmental Health Division.

Date of Government Version: 02/05/2019
Date Data Arrived at EDR: 02/07/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 26

Source: Monterey County Health Department
Telephone: 831-796-1297
Last EDR Contact: 04/01/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Varies

NAPA COUNTY:

LUST NAPA: Sites With Reported Contamination
A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 03/02/2017
Number of Days to Update: 50

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: No Update Planned

UST NAPA: Closed and Operating Underground Storage Tank Sites
Underground storage tank sites located in Napa county.

Date of Government Version: 02/21/2019
Date Data Arrived at EDR: 02/22/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 14

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: No Update Planned

NEVADA COUNTY:

CUPA NEVADA: CUPA Facility List
CUPA facility list.

Date of Government Version: 05/20/2019
Date Data Arrived at EDR: 05/21/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 9

Source: Community Development Agency
Telephone: 530-265-1467
Last EDR Contact: 05/13/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

ORANGE COUNTY:

IND_SITE ORANGE: List of Industrial Site Cleanups
Petroleum and non-petroleum spills.

Date of Government Version: 05/01/2019
Date Data Arrived at EDR: 05/09/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 21

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 05/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Annually

LUST ORANGE: List of Underground Storage Tank Cleanups
Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 05/01/2019
Date Data Arrived at EDR: 05/09/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 21

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 05/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

UST ORANGE: List of Underground Storage Tank Facilities
Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 01/02/2019
Date Data Arrived at EDR: 02/05/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 31

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 05/07/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

PLACER COUNTY:

MS PLACER: Master List of Facilities
List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 02/28/2019
Date Data Arrived at EDR: 03/01/2019
Date Made Active in Reports: 04/12/2019
Number of Days to Update: 42

Source: Placer County Health and Human Services
Telephone: 530-745-2363
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Semi-Annually

PLUMAS COUNTY:

CUPA PLUMAS: CUPA Facility List
Plumas County CUPA Program facilities.

Date of Government Version: 01/14/2019
Date Data Arrived at EDR: 01/18/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 46

Source: Plumas County Environmental Health
Telephone: 530-283-6355
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

RIVERSIDE COUNTY:

LUST RIVERSIDE: Listing of Underground Tank Cleanup Sites
Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 04/11/2019
Date Data Arrived at EDR: 04/12/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 18

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Quarterly

UST RIVERSIDE: Underground Storage Tank Tank List
Underground storage tank sites located in Riverside county.

Date of Government Version: 01/29/2019
Date Data Arrived at EDR: 01/31/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 36

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Quarterly

SACRAMENTO COUNTY:

CS SACRAMENTO: Toxic Site Clean-Up List
List of sites where unauthorized releases of potentially hazardous materials have occurred.

Date of Government Version: 11/07/2018
Date Data Arrived at EDR: 01/04/2019
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 60

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 04/02/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

ML SACRAMENTO: Master Hazardous Materials Facility List
Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 11/07/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 03/05/2019
Number of Days to Update: 67

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 04/02/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Quarterly

SAN BENITO COUNTY:

CUPA SAN BENITO: CUPA Facility List
Cupa facility list

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 48

Source: San Benito County Environmental Health
Telephone: N/A
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

SAN BERNARDINO COUNTY:

PERMITS SAN BERNARDINO: Hazardous Material Permits
This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 02/27/2019
Date Data Arrived at EDR: 02/28/2019
Date Made Active in Reports: 04/02/2019
Number of Days to Update: 33

Source: San Bernardino County Fire Department Hazardous Materials Division
Telephone: 909-387-3041
Last EDR Contact: 05/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

SAN DIEGO COUNTY:

HMMD SAN DIEGO: Hazardous Materials Management Division Database
The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 03/04/2019
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 04/02/2019
Number of Days to Update: 28

Source: Hazardous Materials Management Division
Telephone: 619-338-2268
Last EDR Contact: 06/04/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Quarterly

LF SAN DIEGO: Solid Waste Facilities
San Diego County Solid Waste Facilities.

Date of Government Version: 04/18/2018
Date Data Arrived at EDR: 04/24/2018
Date Made Active in Reports: 06/19/2018
Number of Days to Update: 56
Source: Department of Health Services
Telephone: 619-338-2209
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

SAN DIEGO CO LOP: Local Oversight Program Listing
A listing of all LOP release sites that are or were under the County of San Diego's jurisdiction. Included are closed or transferred cases, open cases, and cases that did not have a case type indicated. The cases without a case type are mostly complaints; however, some of them could be LOP cases.

Date of Government Version: 03/06/2019
Date Data Arrived at EDR: 03/06/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 54
Source: Department of Environmental Health
Telephone: 858-505-6874
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

SAN DIEGO CO. SAM: Environmental Case Listing
The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010
Date Data Arrived at EDR: 06/15/2010
Date Made Active in Reports: 07/09/2010
Number of Days to Update: 24
Source: San Diego County Department of Environmental Health
Telephone: 619-338-2371
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: No Update Planned

SAN FRANCISCO COUNTY:

LUST SAN FRANCISCO: Local Oversite Facilities
A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008
Date Data Arrived at EDR: 09/19/2008
Date Made Active in Reports: 09/29/2008
Number of Days to Update: 10
Source: Department Of Public Health San Francisco County
Telephone: 415-252-3920
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

UST SAN FRANCISCO: Underground Storage Tank Information
Underground storage tank sites located in San Francisco county.

Date of Government Version: 11/05/2018
Date Data Arrived at EDR: 11/06/2018
Date Made Active in Reports: 12/14/2018
Number of Days to Update: 38
Source: Department of Public Health
Telephone: 415-252-3920
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Quarterly

SAN JOAQUIN COUNTY:

UST SAN JOAQUIN: San Joaquin Co. UST
A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 06/22/2018
Date Data Arrived at EDR: 06/26/2018
Date Made Active in Reports: 07/11/2018
Number of Days to Update: 15
Source: Environmental Health Department
Telephone: N/A
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Semi-Annually

SAN LUIS OBISPO COUNTY:

CUPA SAN LUIS OBISPO: CUPA Facility List
Cupa Facility List.

Date of Government Version: 02/13/2019
Date Data Arrived at EDR: 02/15/2019
Date Made Active in Reports: 03/14/2019
Number of Days to Update: 27

Source: San Luis Obispo County Public Health Department
Telephone: 805-781-5596
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

SAN MATEO COUNTY:

BI SAN MATEO: Business Inventory
List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 03/04/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 47

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Annually

LUST SAN MATEO: Fuel Leak List
A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 03/29/2019
Date Data Arrived at EDR: 03/29/2019
Date Made Active in Reports: 05/29/2019
Number of Days to Update: 61

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 06/10/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Semi-Annually

SANTA BARBARA COUNTY:

CUPA SANTA BARBARA: CUPA Facility Listing
CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011
Date Data Arrived at EDR: 09/09/2011
Date Made Active in Reports: 10/07/2011
Number of Days to Update: 28

Source: Santa Barbara County Public Health Department
Telephone: 805-686-8167
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

SANTA CLARA COUNTY:

CUPA SANTA CLARA: Cupa Facility List
Cupa facility list

Date of Government Version: 02/13/2019
Date Data Arrived at EDR: 02/19/2019
Date Made Active in Reports: 03/06/2019
Number of Days to Update: 15

Source: Department of Environmental Health
Telephone: 408-918-1973
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

HIST LUST SANTA CLARA: HIST LUST - Fuel Leak Site Activity Report
A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005
Date Data Arrived at EDR: 03/30/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 22

Source: Santa Clara Valley Water District
Telephone: 408-265-2600
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

LUST SANTA CLARA: LOP Listing
A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/03/2014
Date Data Arrived at EDR: 03/05/2014
Date Made Active in Reports: 03/18/2014
Number of Days to Update: 13

Source: Department of Environmental Health
Telephone: 408-918-3417
Last EDR Contact: 05/24/2019
Next Scheduled EDR Contact: 09/09/2019
Data Release Frequency: Annually

SAN JOSE HAZMAT: Hazardous Material Facilities
Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 01/30/2019
Date Data Arrived at EDR: 02/01/2019
Date Made Active in Reports: 03/07/2019
Number of Days to Update: 34

Source: City of San Jose Fire Department
Telephone: 408-535-7694
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Annually

SANTA CRUZ COUNTY:

CUPA SANTA CRUZ: CUPA Facility List
CUPA facility listing.

Date of Government Version: 01/21/2017
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 05/23/2017
Number of Days to Update: 90

Source: Santa Cruz County Environmental Health
Telephone: 831-464-2761
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

SHASTA COUNTY:

CUPA SHASTA: CUPA Facility List
Cupa Facility List.

Date of Government Version: 06/15/2017
Date Data Arrived at EDR: 06/19/2017
Date Made Active in Reports: 08/09/2017
Number of Days to Update: 51

Source: Shasta County Department of Resource Management
Telephone: 530-225-5789
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Varies

SOLANO COUNTY:

LUST SOLANO: Leaking Underground Storage Tanks
A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 03/05/2019
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 04/29/2019
Number of Days to Update: 53

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Quarterly

UST SOLANO: Underground Storage Tanks
Underground storage tank sites located in Solano county.

Date of Government Version: 03/05/2019
Date Data Arrived at EDR: 03/07/2019
Date Made Active in Reports: 04/03/2019
Number of Days to Update: 27

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Quarterly

SONOMA COUNTY:

CUPA SONOMA: Cupa Facility List
Cupa Facility list

Date of Government Version: 03/18/2019
Date Data Arrived at EDR: 03/26/2019
Date Made Active in Reports: 05/01/2019
Number of Days to Update: 36

Source: County of Sonoma Fire & Emergency Services Department
Telephone: 707-565-1174
Last EDR Contact: 03/25/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Varies

LUST SONOMA: Leaking Underground Storage Tank Sites
A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 04/03/2019
Date Data Arrived at EDR: 04/11/2019
Date Made Active in Reports: 04/30/2019
Number of Days to Update: 19

Source: Department of Health Services
Telephone: 707-565-6565
Last EDR Contact: 04/08/2019
Next Scheduled EDR Contact: 07/08/2019
Data Release Frequency: Quarterly

STANISLAUS COUNTY:

CUPA STANISLAUS: CUPA Facility List
Cupa facility list

Date of Government Version: 12/11/2018
Date Data Arrived at EDR: 12/13/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 33

Source: Stanislaus County Department of Ennvironmental Protection
Telephone: 209-525-6751
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Varies

SUTTER COUNTY:

UST SUTTER: Underground Storage Tanks
Underground storage tank sites located in Sutter county.

Date of Government Version: 02/28/2019
Date Data Arrived at EDR: 03/01/2019
Date Made Active in Reports: 04/03/2019
Number of Days to Update: 33

Source: Sutter County Environmental Health Services
Telephone: 530-822-7500
Last EDR Contact: 06/03/2019
Next Scheduled EDR Contact: 09/16/2019
Data Release Frequency: Semi-Annually

TEHAMA COUNTY:

CUPA TEHAMA: CUPA Facility List
Cupa facilities

Date of Government Version: 12/13/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 28

Source: Tehama County Department of Environmental Health
Telephone: 530-527-8020
Last EDR Contact: 05/16/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

TRINITY COUNTY:

CUPA TRINITY: CUPA Facility List
Cupa facility list

Date of Government Version: 01/18/2019
Date Data Arrived at EDR: 01/23/2019
Date Made Active in Reports: 03/06/2019
Number of Days to Update: 42

Source: Department of Toxic Substances Control
Telephone: 760-352-0381
Last EDR Contact: 04/22/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

TULARE COUNTY:

CUPA TULARE: CUPA Facility List
Cupa program facilities

Date of Government Version: 12/26/2018
Date Data Arrived at EDR: 12/27/2018
Date Made Active in Reports: 01/15/2019
Number of Days to Update: 19

Source: Tulare County Environmental Health Services Division
Telephone: 559-624-7400
Last EDR Contact: 05/06/2019
Next Scheduled EDR Contact: 08/19/2019
Data Release Frequency: Varies

TUOLUMNE COUNTY:

CUPA TUOLUMNE: CUPA Facility List
Cupa facility list

Date of Government Version: 04/23/2018
Date Data Arrived at EDR: 04/25/2018
Date Made Active in Reports: 06/25/2018
Number of Days to Update: 61

Source: Divison of Environmental Health
Telephone: 209-533-5633
Last EDR Contact: 05/02/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Varies

VENTURA COUNTY:

BWT VENTURA: Business Plan, Hazardous Waste Producers, and Operating Underground Tanks
The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 12/26/2018
Date Data Arrived at EDR: 01/24/2019
Date Made Active in Reports: 02/28/2019
Number of Days to Update: 35

Source: Ventura County Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 04/23/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Quarterly

LF VENTURA: Inventory of Illegal Abandoned and Inactive Sites
Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011
Date Data Arrived at EDR: 12/01/2011
Date Made Active in Reports: 01/19/2012
Number of Days to Update: 49

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 03/29/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Annually

LUST VENTURA: Listing of Underground Tank Cleanup Sites
Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008
Date Data Arrived at EDR: 06/24/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 37

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 05/09/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: Quarterly

MED WASTE VENTURA: Medical Waste Program List
To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 03/26/2019
Date Data Arrived at EDR: 04/25/2019
Date Made Active in Reports: 05/30/2019
Number of Days to Update: 35
Source: Ventura County Resource Management Agency
Telephone: 805-654-2813
Last EDR Contact: 04/23/2019
Next Scheduled EDR Contact: 08/05/2019
Data Release Frequency: Quarterly

UST VENTURA: Underground Tank Closed Sites List
Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 02/26/2019
Date Data Arrived at EDR: 03/13/2019
Date Made Active in Reports: 04/03/2019
Number of Days to Update: 21
Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 06/12/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Quarterly

YOLO COUNTY:

UST YOLO: Underground Storage Tank Comprehensive Facility Report
Underground storage tank sites located in Yolo county.

Date of Government Version: 12/26/2018
Date Data Arrived at EDR: 01/03/2019
Date Made Active in Reports: 01/16/2019
Number of Days to Update: 13
Source: Yolo County Department of Health
Telephone: 530-666-8646
Last EDR Contact: 03/29/2019
Next Scheduled EDR Contact: 07/15/2019
Data Release Frequency: Annually

YUBA COUNTY:

CUPA YUBA: CUPA Facility List
CUPA facility listing for Yuba County.

Date of Government Version: 02/08/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/06/2019
Number of Days to Update: 22
Source: Yuba County Environmental Health Department
Telephone: 530-749-7523
Last EDR Contact: 04/25/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 02/11/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/04/2019
Number of Days to Update: 20
Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 05/14/2019
Next Scheduled EDR Contact: 08/26/2019
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 04/10/2019
Next Scheduled EDR Contact: 07/22/2019
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 01/30/2019
Date Made Active in Reports: 02/14/2019
Number of Days to Update: 15

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 05/01/2019
Next Scheduled EDR Contact: 08/12/2019
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 04/15/2019
Next Scheduled EDR Contact: 07/29/2019
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 45

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 05/17/2019
Next Scheduled EDR Contact: 09/02/2019
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/10/2019
Next Scheduled EDR Contact: 09/23/2019
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: PennWell Corporation
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
Source: PennWell Corporation
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Facilities
Source: Department of Social Services
Telephone: 916-657-4041

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish and Wildlife
Telephone: 916-445-0411

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

TRACY HOMES
340 W. FOURTH STREET
TRACY, CA 95376

TARGET PROPERTY COORDINATES

Latitude (North):	37.730256 - 37° 43’ 48.92’’
Longitude (West):	121.43088 - 121° 25’ 51.17’’
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	638275.4
UTM Y (Meters):	4176840.8
Elevation:	68 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	5640426 TRACY, CA
Version Date:	2012

EDR’s GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

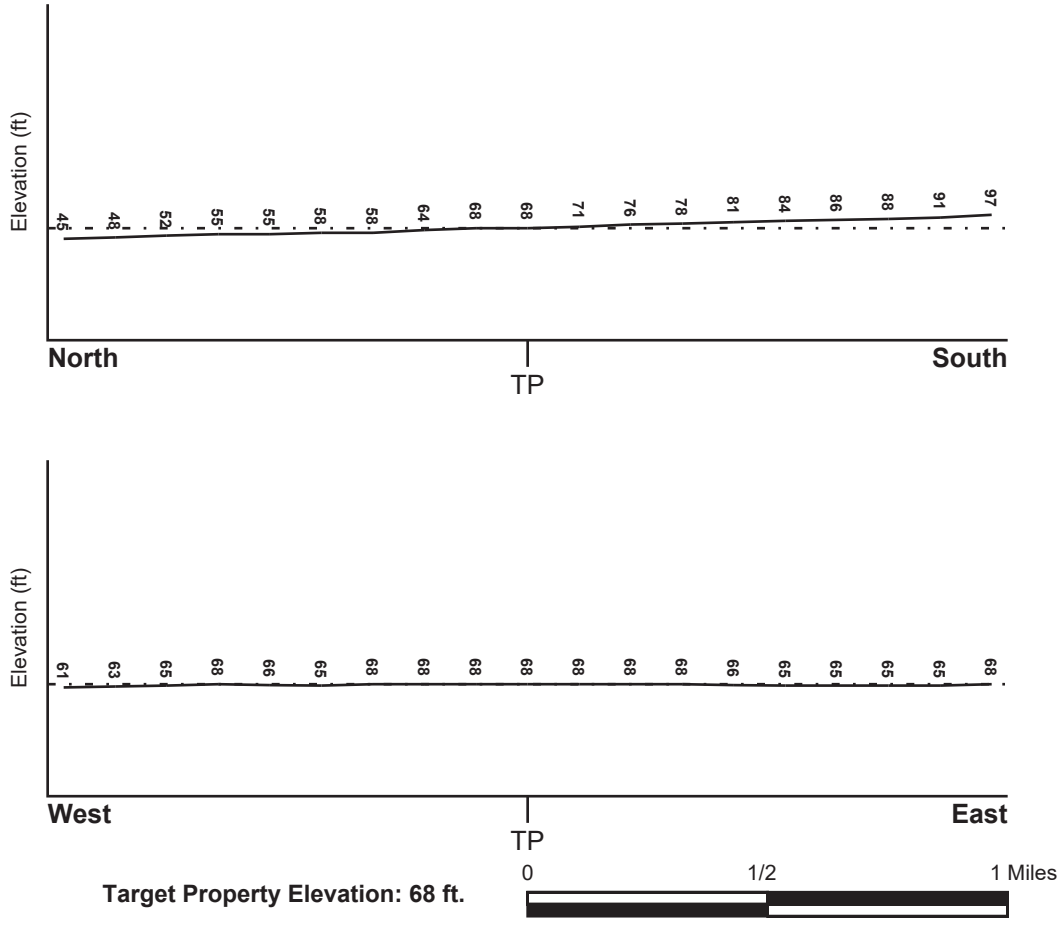
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General North

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
0603030005A	FEMA Q3 Flood data

Additional Panels in search area:	FEMA Source Type
0602990705A	FEMA Q3 Flood data
0602990710A	FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
TRACY	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

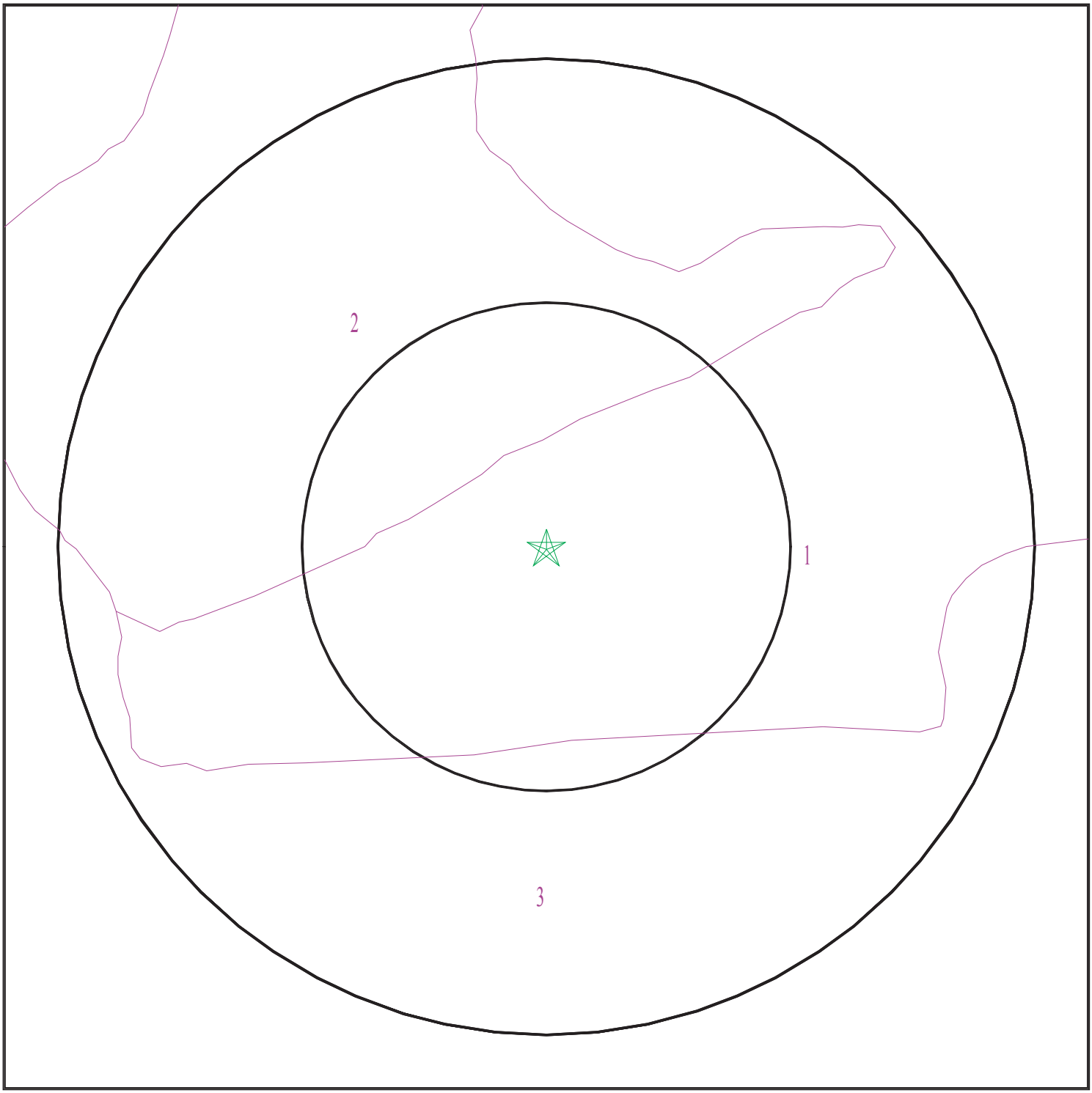
Era:	Cenozoic
System:	Quaternary
Series:	Quaternary
Code:	Q *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 5685031.2s



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME:	Tracy Homes	CLIENT:	Condor Earth Technologies, Inc
ADDRESS:	340 W. Fourth Street Tracy CA 95376	CONTACT:	Alex Dewitt
LAT/LONG:	37.730256 / 121.43088	INQUIRY #:	5685031.2s
		DATE:	June 14, 2019 7:43 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: CAPAY

Soil Surface Texture: clay

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Moderately well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	20 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 6.6
2	20 inches	59 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 6.6

Soil Map ID: 2

Soil Component Name: ZACHARIAS

Soil Surface Texture: clay loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	18 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 6.6
2	18 inches	53 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 6.6
3	53 inches	59 inches	gravelly clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 6.6

Soil Map ID: 3

Soil Component Name: STOMAR

Soil Surface Texture: clay loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	16 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 7.4
2	16 inches	46 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 7.4
3	46 inches	59 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 4 Min: 1.4	Max: 8.4 Min: 7.4

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	USGS40000185201	1/4 - 1/2 Mile East
B6	USGS40000185182	1/4 - 1/2 Mile SE
7	USGS40000185233	1/4 - 1/2 Mile NNW
C8	USGS40000185174	1/4 - 1/2 Mile SSW
10	USGS40000185252	1/2 - 1 Mile NNE

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
D11	USGS40000185163	1/2 - 1 Mile SSW
13	USGS40000185258	1/2 - 1 Mile NNW
14	USGS40000185228	1/2 - 1 Mile ENE
20	USGS40000185286	1/2 - 1 Mile NNW
21	USGS40000185261	1/2 - 1 Mile NE
24	USGS40000185294	1/2 - 1 Mile NE

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

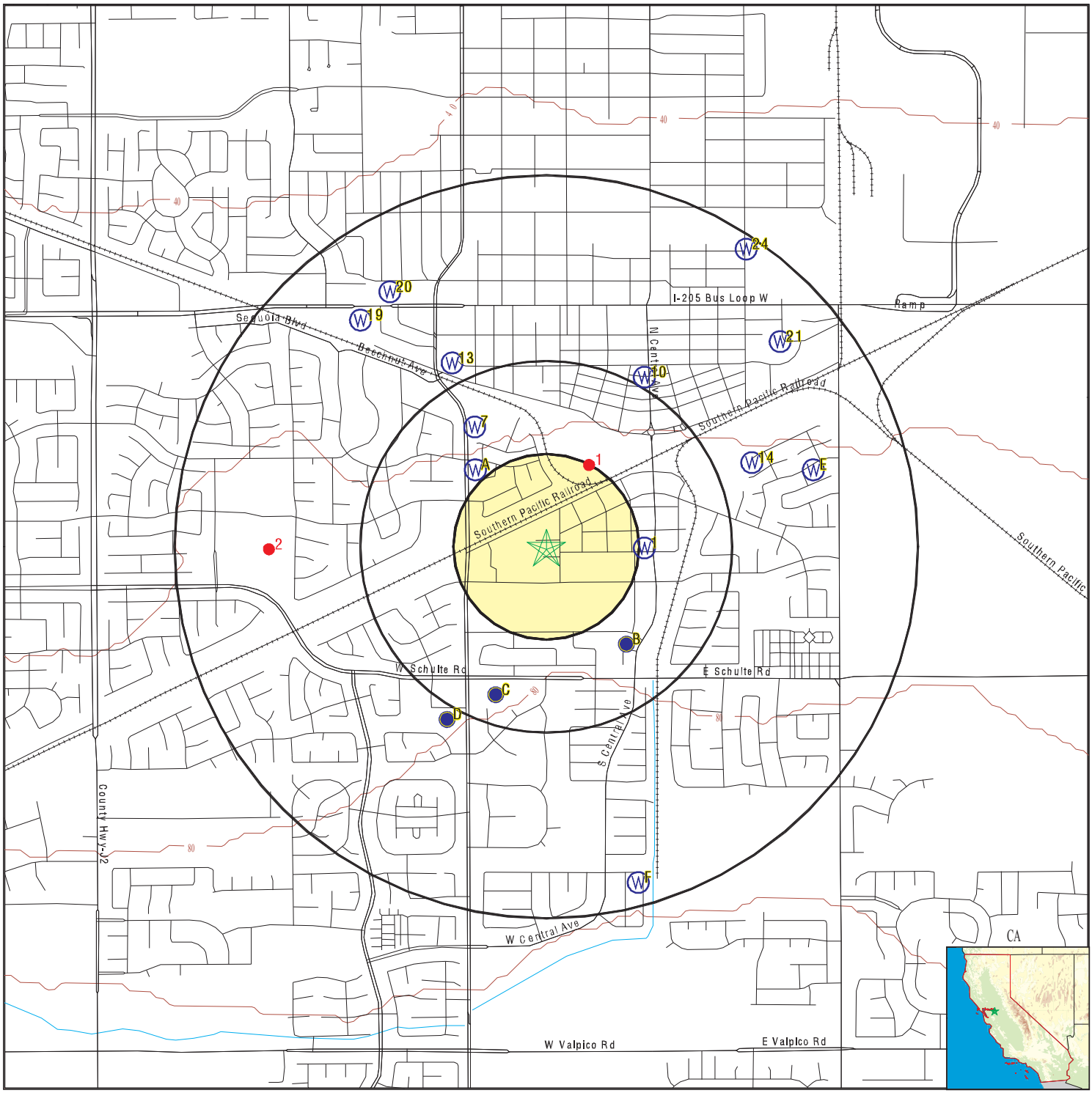
MAP ID	WELL ID	LOCATION FROM TP
A2	23173	1/4 - 1/2 Mile NW
A3	2473	1/4 - 1/2 Mile NW
A4	2475	1/4 - 1/2 Mile NW
B5	CADWR8000036137	1/4 - 1/2 Mile SE
C9	CADWR8000036118	1/4 - 1/2 Mile SSW
D12	CADWR8000036111	1/2 - 1 Mile SSW
E15	2472	1/2 - 1 Mile ENE
E16	2474	1/2 - 1 Mile ENE
E17	23175	1/2 - 1 Mile ENE
E18	2471	1/2 - 1 Mile ENE
19	CADWR8000036204	1/2 - 1 Mile NW
F22	23181	1/2 - 1 Mile SSE
F23	2481	1/2 - 1 Mile SSE

OTHER STATE DATABASE INFORMATION

STATE OIL/GAS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	CAOG13000008494	1/8 - 1/4 Mile NNE
2	CAOG13000008450	1/2 - 1 Mile West

PHYSICAL SETTING SOURCE MAP - 5685031.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- HD Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: Tracy Homes	CLIENT: Condor Earth Technologies, Inc
ADDRESS: 340 W. Fourth Street Tracy CA 95376	CONTACT: Alex Dewitt INQUIRY #: 5685031.2s
LAT/LONG: 37.730256 / 121.43088	DATE: June 14, 2019 7:43 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

1
East
1/4 - 1/2 Mile
Higher | **FED USGS** | **USGS40000185201**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28L001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Alluvium Above and Below E-Clay (Miocene-Pleistocene)		
Aquifer Type:	Not Reported	Construction Date:	19530829
Well Depth:	930	Well Depth Units:	ft
Well Hole Depth:	930	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1967-05-01
Feet below surface:	74.00	Feet to sea level:	Not Reported
Note:	Not Reported		

A2
NW
1/4 - 1/2 Mile
Lower | **CA WELLS** | **23173**

Seq:	23173	Prim sta c:	J39/011-02TRT
Frds no:	3910011026	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	TIDEWATER WELL 02 - TREATED	Station ty:	WELL/AMBNT/MUN/INTAKE
Latitude:	374400.0	Longitude:	1212600.0
Precision:	3	Status:	AT
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		

System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

A3
NW
1/4 - 1/2 Mile
Lower | **CA WELLS** | **2473**

Seq:	2473	Prim sta c:	02S/05E-28E01 M
Frds no:	3910011010	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	WELL 02 - TIDEWATER	Station ty:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Latitude:	374400.0	Longitude:	1212600.0
Precision:	8	Status:	AR

Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

A4
NW
1/4 - 1/2 Mile
Lower

CA WELLS **2475**

Seq:	2475	Prim sta c:	02S/05E-29A01 M
Frds no:	3910011011	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	WELL 03 - CORP YARD - INACTIVE	Station ty:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Latitude:	374400.0	Longitude:	1212600.0
Precision:	8	Status:	IU
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

B5
SE
1/4 - 1/2 Mile
Higher

CA WELLS **CADWR8000036137**

State Well #:	02S05E28P001M	Station ID:	27328
Well Name:	Not Reported	Well Use:	Residential
Well Type:	Unknown	Well Depth:	119
Basin Name:	Tracy	Well Completion Rpt #:	14291

B6
SE
1/4 - 1/2 Mile
Higher

FED USGS **USGS40000185182**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28P001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		

Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19541007	Well Depth:	119
Well Depth Units:	ft	Well Hole Depth:	131
Well Hole Depth Units:	ft		

Ground water levels,Number of Measurements:	24		
Level reading date:	1983-10-11	Feet below surface:	20.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1983-04-08	Feet below surface:	16.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1982-09-27	Feet below surface:	19.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1982-03-25	Feet below surface:	20.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1981-10-19	Feet below surface:	19.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1981-03-31	Feet below surface:	21.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1980-10-09	Feet below surface:	20.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1980-03-19	Feet below surface:	25.0
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1979-10-05	Feet below surface:	23.0
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1979-03-22	Feet below surface:	25.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1978-10-06	Feet below surface:	24
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1978-03-30	Feet below surface:	24.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1977-10-07	Feet below surface:	23
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1977-03-15	Feet below surface:	20.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1976-10-08	Feet below surface:	18
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1976-03-15	Feet below surface:	20.2
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1975-10-16	Feet below surface:	18
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1975-03-03	Feet below surface:	20.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1974-10-03	Feet below surface:	17

Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1974-03-13	Feet below surface:	22
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1973-10-03	Feet below surface:	19.5
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1973-03-15	Feet below surface:	25.1
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1972-10-05	Feet below surface:	23
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1972-06-15	Feet below surface:	24.1
Feet to sea level:	Not Reported	Note:	Not Reported

7
NNW **FED USGS** **USGS40000185233**
1/4 - 1/2 Mile
Lower

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28E001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19710401	Well Depth:	755
Well Depth Units:	ft	Well Hole Depth:	1200
Well Hole Depth Units:	ft		

C8
SSW **FED USGS** **USGS40000185174**
1/4 - 1/2 Mile
Higher

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E33D001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Alluvium Above E-Clay	Aquifer Type:	Not Reported
Construction Date:	19540101	Well Depth:	245
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

Ground water levels,Number of Measurements:	1	Level reading date:	1967-06-01
Feet below surface:	22.00	Feet to sea level:	Not Reported
Note:	Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

C9
SSW
1/4 - 1/2 Mile
Higher

CA WELLS **CADWR8000036118**

State Well #:	02S05E33D001M	Station ID:	6742
Well Name:	Not Reported	Well Use:	Unknown
Well Type:	Unknown	Well Depth:	0
Basin Name:	Tracy	Well Completion Rpt #:	Not Reported

10
NNE
1/2 - 1 Mile
Lower

FED USGS **USGS40000185252**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28C001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19280101	Well Depth:	238
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

Ground water levels,Number of Measurements:	1	Level reading date:	1967-05-01
Feet below surface:	24.00	Feet to sea level:	Not Reported
Note:	Not Reported		

D11
SSW
1/2 - 1 Mile
Higher

FED USGS **USGS40000185163**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E32A001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Alluvium Above E-Clay	Aquifer Type:	Not Reported
Construction Date:	Not Reported	Well Depth:	85
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

D12
SSW
1/2 - 1 Mile
Higher

CA WELLS **CADWR8000036111**

State Well #:	02S05E32A001M	Station ID:	27331
Well Name:	Not Reported	Well Use:	Unknown
Well Type:	Unknown	Well Depth:	0
Basin Name:	Tracy	Well Completion Rpt #:	Not Reported

13
NNW
1/2 - 1 Mile
Lower

FED USGS **USGS40000185258**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E29A001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19221001	Well Depth:	190
Well Depth Units:	ft	Well Hole Depth:	242
Well Hole Depth Units:	ft		

14
ENE
1/2 - 1 Mile
Lower

FED USGS **USGS40000185228**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28H001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19430101	Well Depth:	250
Well Depth Units:	ft	Well Hole Depth:	Not Reported
Well Hole Depth Units:	Not Reported		

E15
ENE
1/2 - 1 Mile
Lower

CA WELLS **2472**

Seq:	2472	Prim sta c:	02S/05E-28C01 M
Frds no:	3910011001	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	FIREHOUSE WELL - DESTROYED	Station ty:	WELL/AMBNT/MUN/INTAKE/SUPPLY

Latitude:	374400.0	Longitude:	1212500.0
Precision:	8	Status:	DS
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

E16
ENE
1/2 - 1 Mile
Lower

CA WELLS 2474

Seq:	2474	Prim sta c:	02S/05E-28L01 M
Frds no:	3910011015	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	WELL 07 - MC DONALD - DESTROYED	Station ty:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Latitude:	374400.0	Longitude:	1212500.0
Precision:	8	Status:	DS
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

E17
ENE
1/2 - 1 Mile
Lower

CA WELLS 23175

Seq:	23175	Prim sta c:	J39/011-09TRT
Frds no:	3910011028	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	WAINWRIGHT WELL 09 - TREATED	Station ty:	WELL/AMBNT/MUN/INTAKE
Latitude:	374400.0	Longitude:	1212500.0
Precision:	3	Status:	AT
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250

Area serve: TRACY AND ENVIRONS

E18
ENE
1/2 - 1 Mile
Lower

CA WELLS **2471**

Seq:	2471	Prim sta c:	02S/05E-28A01 M
Frds no:	3910011017	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	WELL 09 - WAINRIGHT	Station ty:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Latitude:	374400.0	Longitude:	1212500.0
Precision:	8	Status:	AR
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

19
NW
1/2 - 1 Mile
Lower

CA WELLS **CADWR8000036204**

State Well #:	02S05E29B001M	Station ID:	6737
Well Name:	Not Reported	Well Use:	Unknown
Well Type:	Unknown	Well Depth:	0
Basin Name:	Tracy	Well Completion Rpt #:	Not Reported

20
NNW
1/2 - 1 Mile
Lower

FED USGS **USGS40000185286**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E20R001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Not Reported	Aquifer Type:	Not Reported
Construction Date:	19670101	Well Depth:	1200
Well Depth Units:	ft	Well Hole Depth:	1209
Well Hole Depth Units:	ft		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

21
NE
1/2 - 1 Mile
Lower

FED USGS **USGS40000185261**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E28A002M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Alluvium Above E-Clay	Aquifer Type:	Not Reported
Construction Date:	19280101	Well Depth:	200
Well Depth Units:	ft	Well Hole Depth:	242
Well Hole Depth Units:	ft		

F22
SSE
1/2 - 1 Mile
Higher

CA WELLS **23181**

Seq:	23181	Prim sta c:	J39/011-S10TRT
Frds no:	3910011024	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	SOUTH AREA WELL 10 - TREATED	Station ty:	WELL/AMBNT/MUN/INTAKE
Latitude:	374302.0	Longitude:	1212531.0
Precision:	3	Status:	AT
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		
System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

F23
SSE
1/2 - 1 Mile
Higher

CA WELLS **2481**

Seq:	2481	Prim sta c:	02S/05E-33L01 M
Frds no:	3910011007	County:	39
District:	10	User id:	PTA
System no:	3910011	Water type:	G
Source nam:	SOUTH AREA WELL	Station ty:	WELL/AMBNT/MUN/INTAKE
Latitude:	374302.0	Longitude:	1212531.0
Precision:	3	Status:	AR
Comment 1:	Not Reported	Comment 2:	Not Reported
Comment 3:	Not Reported	Comment 4:	Not Reported
Comment 5:	Not Reported	Comment 6:	Not Reported
Comment 7:	Not Reported		

System no:	3910011	System nam:	CITY OF TRACY
Hqname:	Not Reported	Address:	325 E. TENTH STREET
City:	TRACY	State:	Not Reported
Zip:	95376	Zip ext:	Not Reported
Pop serv:	38000	Connection:	10250
Area serve:	TRACY AND ENVIRONS		

24
NE
1/2 - 1 Mile
Lower

FED USGS **USGS40000185294**

Organization ID:	USGS-CA		
Organization Name:	USGS California Water Science Center		
Monitor Location:	002S005E21Q001M	Type:	Well
Description:	Not Reported	HUC:	18040003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Central Valley aquifer system		
Formation Type:	Alluvium Above and Below E-Clay (Miocene-Pleistocene)		
Aquifer Type:	Not Reported	Construction Date:	19480101
Well Depth:	800	Well Depth Units:	ft
Well Hole Depth:	895	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1967-05-01
Feet below surface:	58.00	Feet to sea level:	Not Reported
Note:	Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance

Database EDR ID Number

1
NNE **OIL_GAS** **CAOG13000008494**
1/8 - 1/4 Mile

API #:	0407720309	Well #:	1
Well Status:	Plugged	Well Type:	DH
Operator Name:	Davis Oil Co.	Lease Name:	City of Tracy
Field Name:	Any Field	Area Name:	Any Area
GIS Source:	hud	Confidential Well:	N
Directionally Drilled:	Y	SPUD Date:	11/05/1977

2
West **OIL_GAS** **CAOG13000008450**
1/2 - 1 Mile

API #:	0407720140	Well #:	1
Well Status:	Plugged	Well Type:	DH
Operator Name:	Reynolds & Carver	Lease Name:	Pyramid-Tracy Unit
Field Name:	Any Field	Area Name:	Any Area
GIS Source:	hud	Confidential Well:	N
Directionally Drilled:	N	SPUD Date:	06/24/1971

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
95376	17	1

Federal EPA Radon Zone for SAN JOAQUIN County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 95376

Number of sites tested: 1

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	2.200 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish and Wildlife
Telephone: 916-445-0411

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Database
Source: Department of Water Resources
Telephone: 916-651-9648

California Drinking Water Quality Database
Source: Department of Public Health
Telephone: 916-324-2319
The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

OTHER STATE DATABASE INFORMATION

California Oil and Gas Well Locations
Source: Department of Conservation
Telephone: 916-323-1779
Oil and Gas well locations in the state.

California Earthquake Fault Lines
Source: California Division of Mines and Geology
The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

RADON

State Database: CA Radon
Source: Department of Public Health
Telephone: 916-210-8558
Radon Database for California

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

STREET AND ADDRESS INFORMATION

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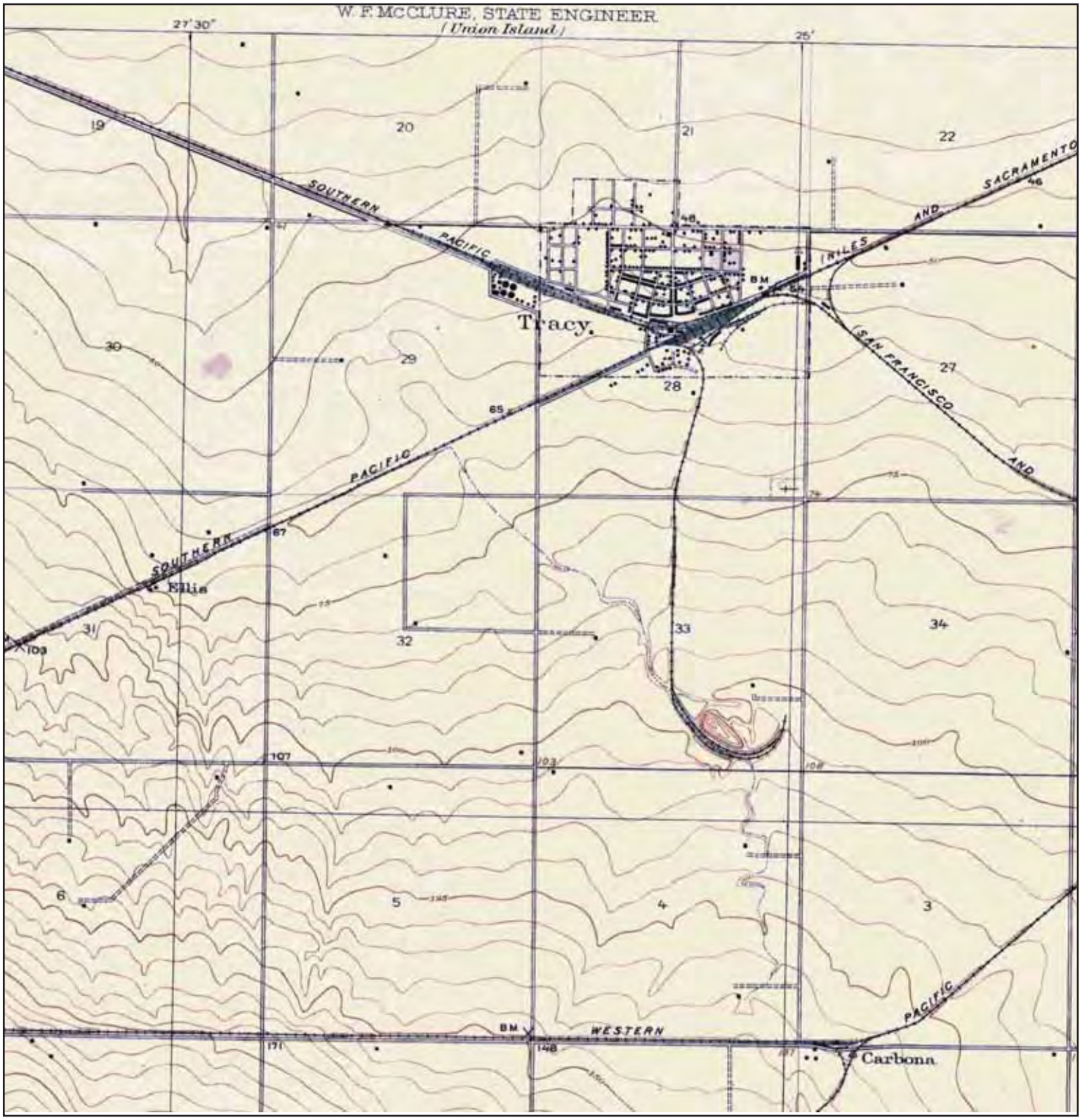
APPENDIX D

Historical Topographic Map

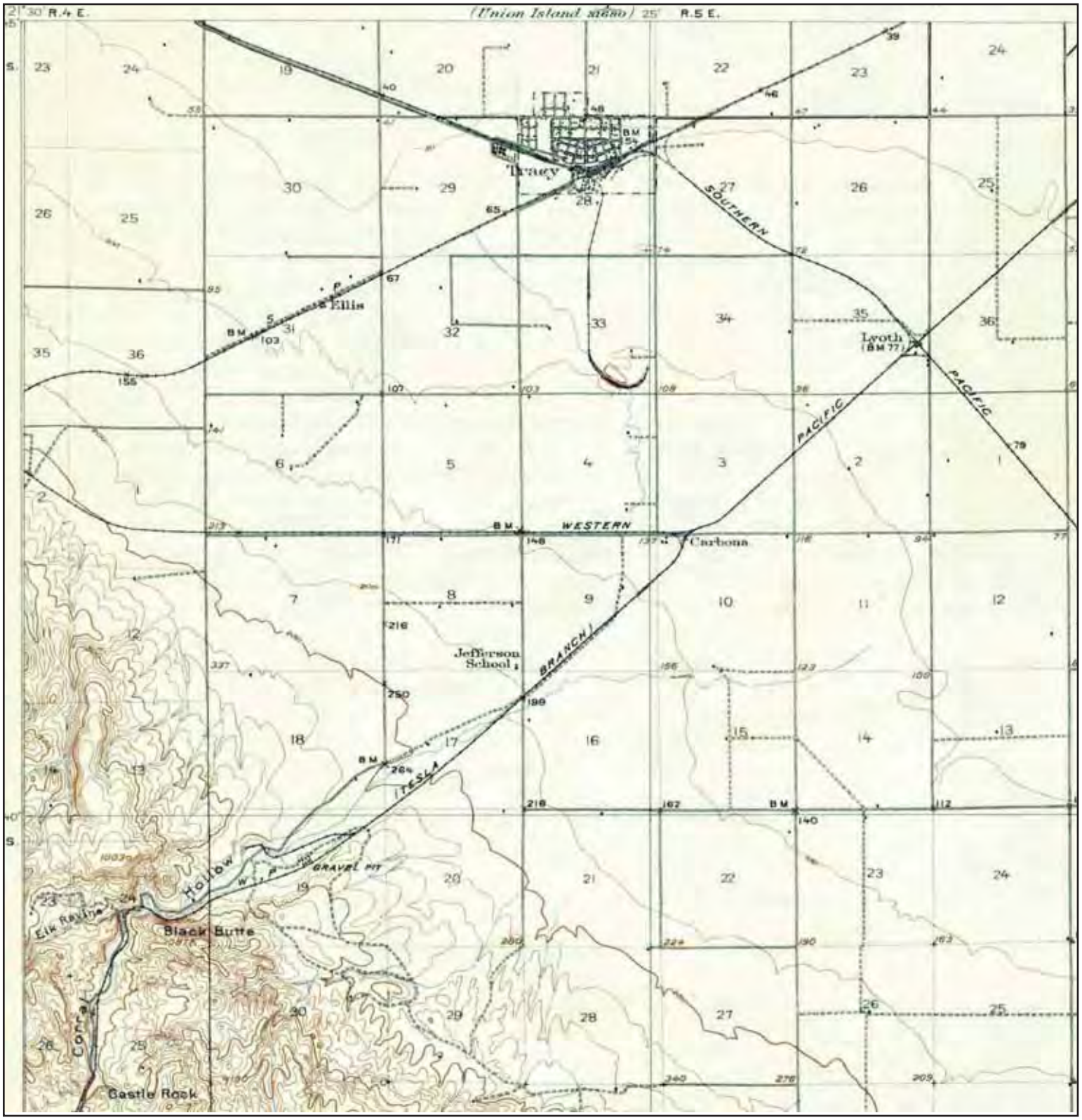


Unsurveyed Area on the Topographic Map

N

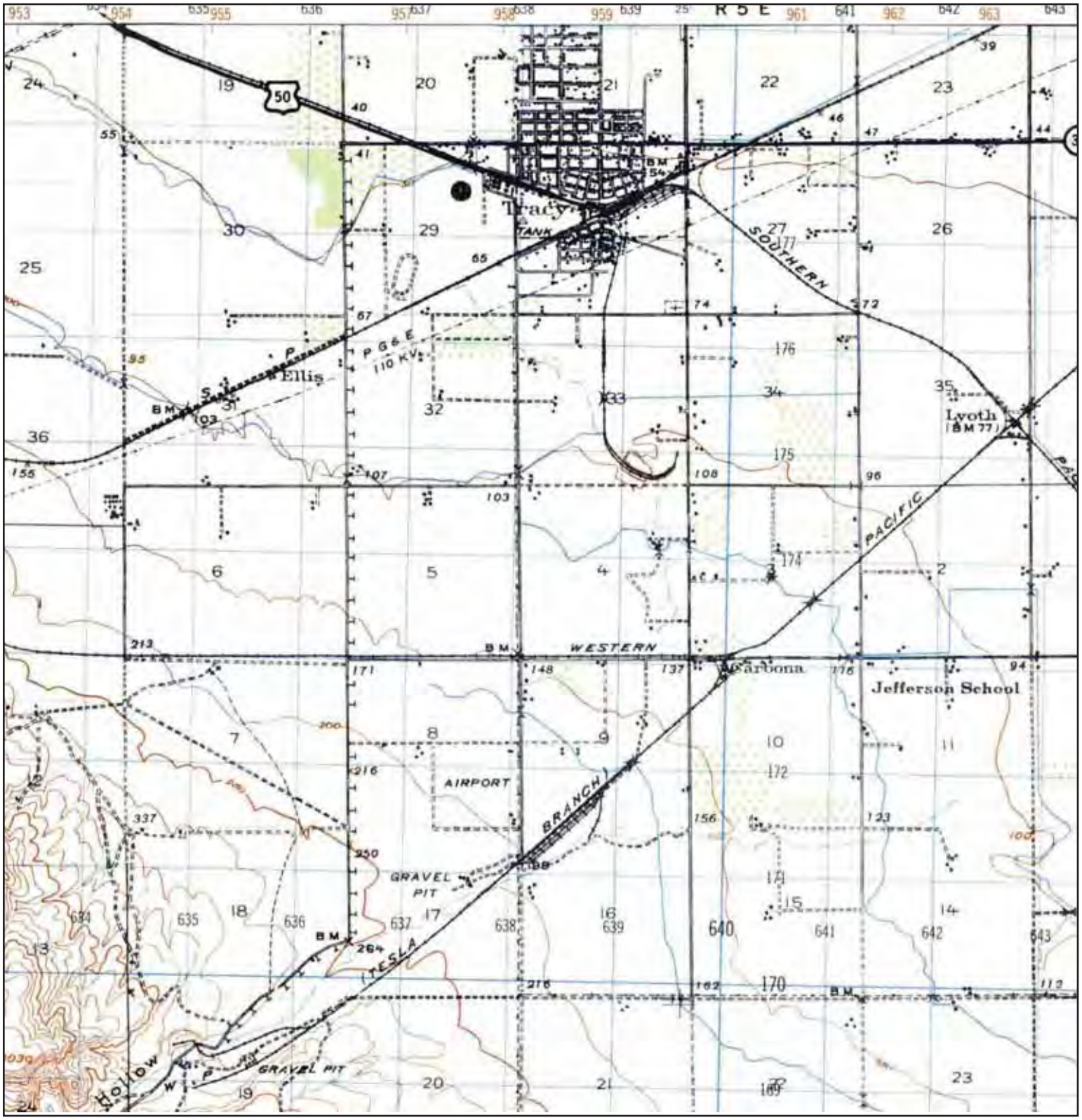
TARGET QUAD
NAME: TRACY
MAP YEAR: 1916
PRELIMINARY
SERIES: 7.5
SCALE: 1:31680

Historical Topographic Map



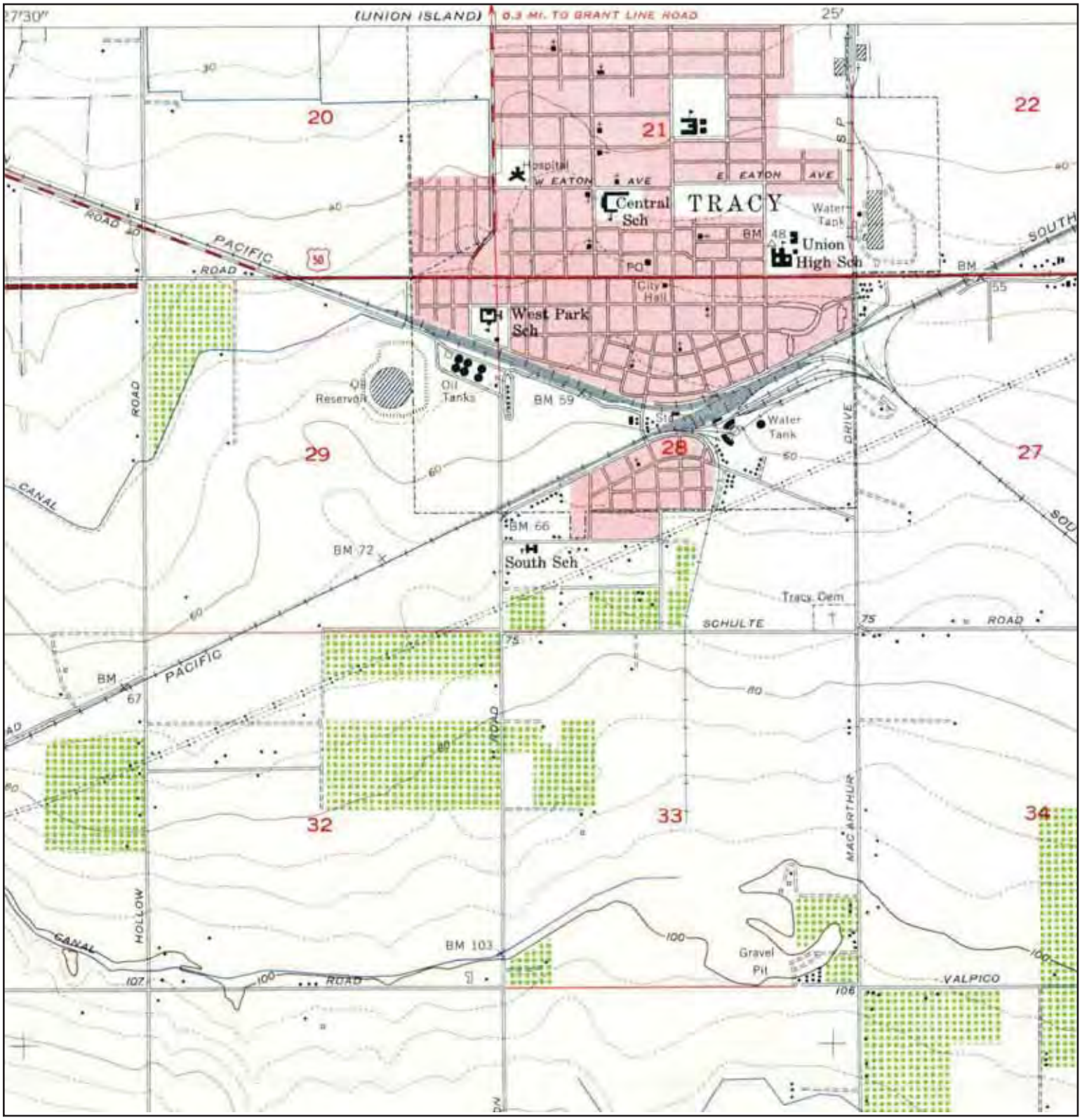
N	TARGET QUAD NAME: CARBONA MAP YEAR: 1922 SERIES: 15 SCALE: 1:62500	

Historical Topographic Map



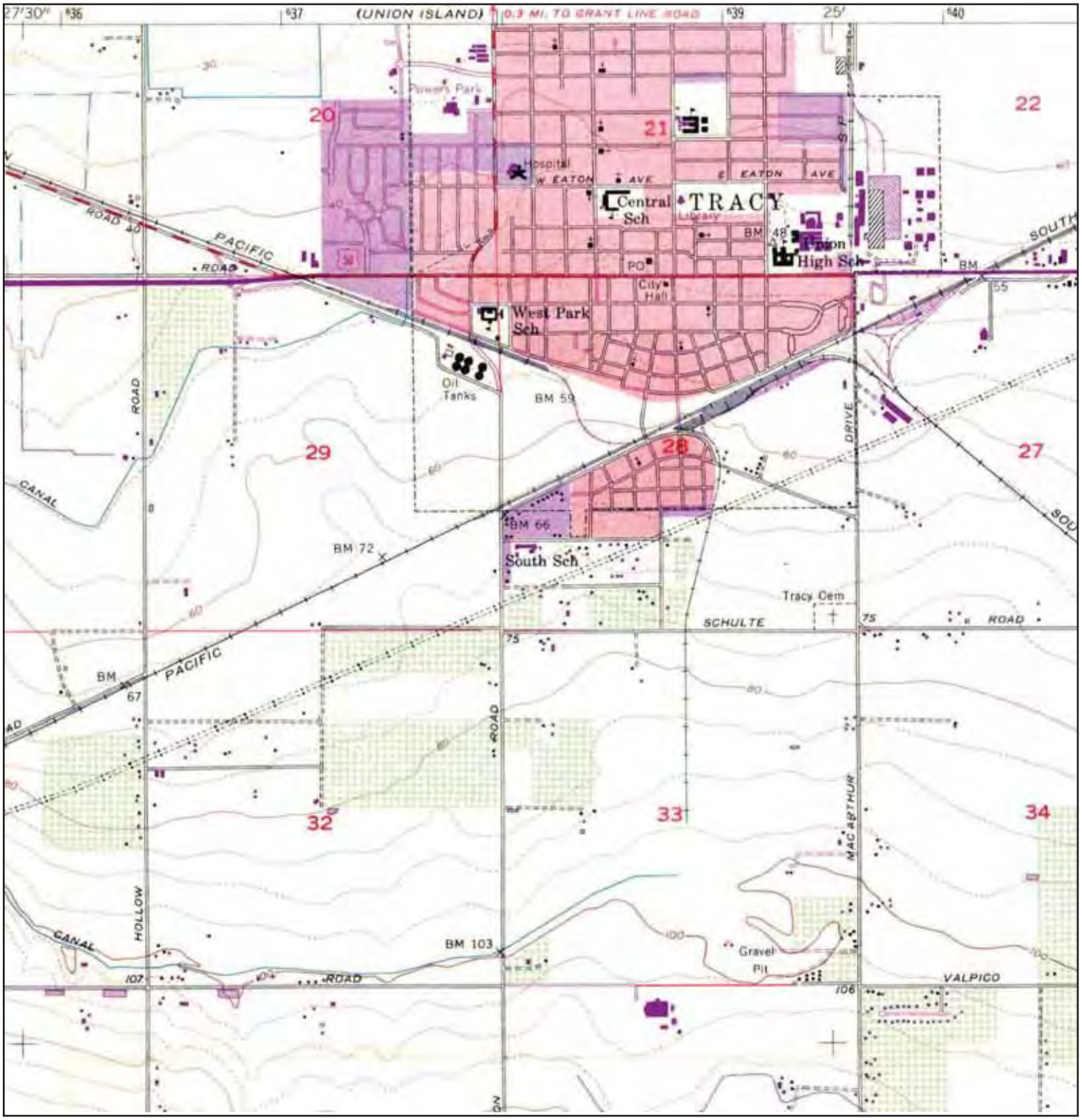
N	TARGET QUAD NAME: CARBONA MAP YEAR: 1947 SERIES: 15 SCALE: 1:50000	

Historical Topographic Map



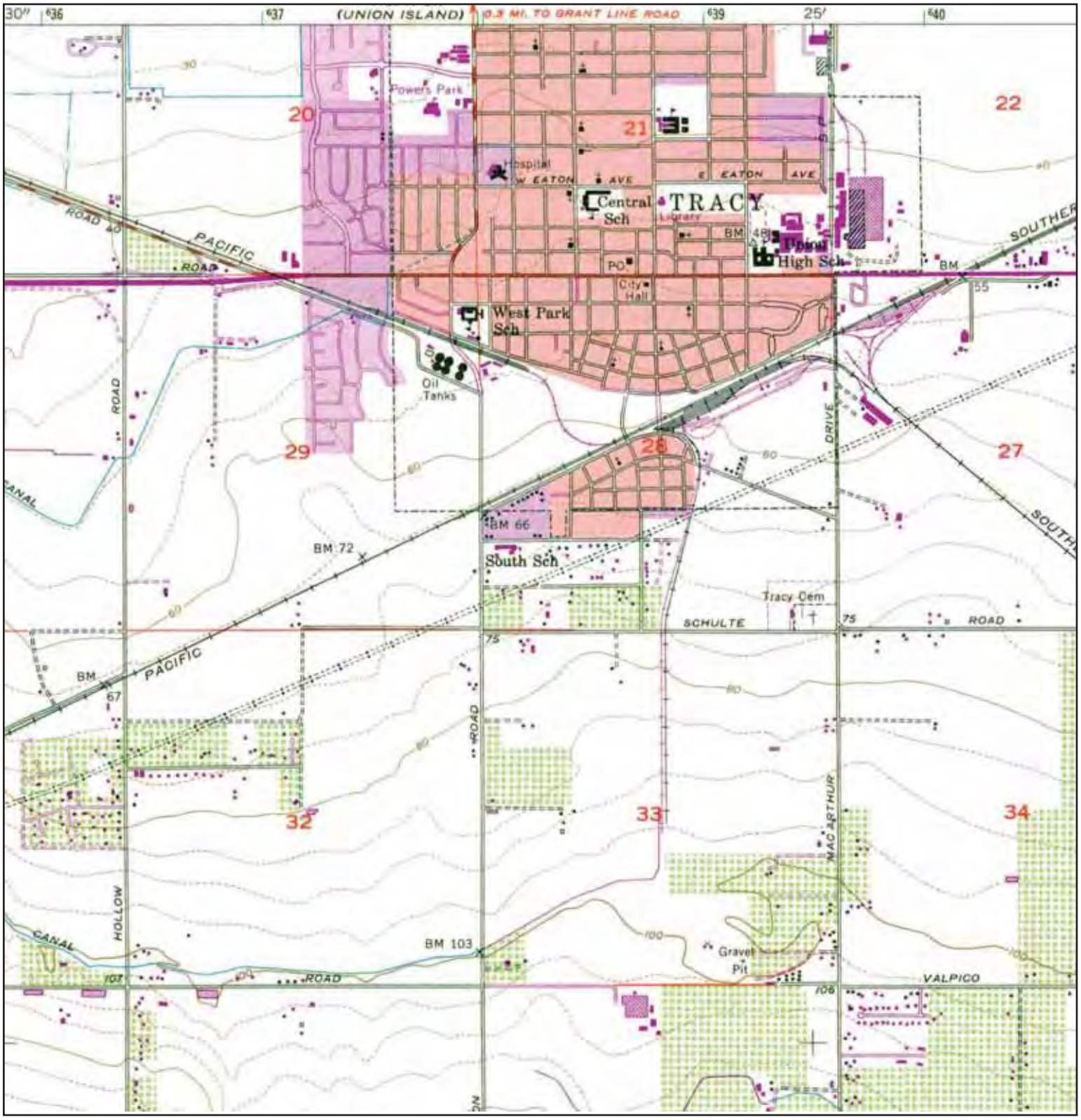
N	TARGET QUAD NAME: TRACY MAP YEAR: 1954 SERIES: 7.5 SCALE: 1:24000	

Historical Topographic Map



N	TARGET QUAD NAME: TRACY MAP YEAR: 1968 PHOTOREVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	

Historical Topographic Map



N	TARGET QUAD NAME: TRACY MAP YEAR: 1981 PHOTOREVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	

INQUIRY #: 4416547.9
YEAR: 1937
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1940
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1957
= 500'
N
EDR

INQUIRY #: 4416547.9

YEAR: 1963

= 500'

N

EDR

INQUIRY #: 4416547.9
YEAR: 1968
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1975
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1982
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1993
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 1998
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 2005
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 2006
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 2009
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 2010
= 500'
N
EDR

INQUIRY #: 4416547.9
YEAR: 2012
= 500'
N
EDR

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 2013

16	JOY HIGA
22	SANTOS ORTEGA
24	PEDRO HERNANDEZ
28	ALLISON WOOD
50	ROSE GREEN
64	OCCUPANT UNKNOWN
68	ABEL ARIAS
	MANUEL CRUZ
80	LUIS FACIO
82	SEVERO ZAVALA
84	BETTY MORQUECHO
86	LUIS COLONDRES
88	ERICA LICHTY
96	DARLENE WILHARM
118	SERAPIO CONTRERAS
120	OCCUPANT UNKNOWN
128	OCCUPANT UNKNOWN
130	ALMA GONZALES
134	THOMAS INDALECIO
140	OCCUPANT UNKNOWN
144	L TERESA
340	HEAD START CHILD DEVELOPMENT COUNCIL
416	VIRGINIA ANGLIM
510	MARIA RAMIREZ
524	FRANCISCO FONSECA
552	KYLE TOLL
556	OCCUPANT UNKNOWN
558	KENNETH LOMBARDO
560	ANA ZAMORA
562	OCCUPANT UNKNOWN
566	WEI LIN
568	JEFFREY POWELL
570	TROY LEWIS
572	BETTIE STANFORD
574	ARLENE ARELLANO
576	DAVID KIRKENDALL
578	MARK WHELAN
580	NICK ARELLANO
582	MACE FANO
584	STEVEN HORMEL
588	LEO CHAN

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 2013

235	RICHARD BASCON
250	OCCUPANT UNKNOWN
251	JAVIER VASQUEZ
275	OCCUPANT UNKNOWN
301	GABRIEL JAQUEZ
303	MIRIAM MONTILLO
305	LEE TAYLOR
315	JAMES BARKER
317	OCCUPANT UNKNOWN
377	ABDUL AHMADI
	ADALBERTO MARQUEZ
	ADRIANA RODRIGUEZ
	ANDRES ANGELES
	AURELIO CARDENAS
	CANDELARIA CARDONA
	CLAUDIA FLORES
	CLAUDIA MOJICA
	DORA CECENA
	ESPINOZA SOLANGEL
	FERNANDO ACEVEDO
	GERARDO QUINTANILLA
	GUADEL TARACENA
	HEAD START CHILD DEVELOPMENT COUNCIL
	INDALECIO PRIETO
	LOIS ANDERSON
	LORENA GUTIERREZ
	MARTHA HERNANDEZ
	MARTHA SOTO
	MAXIMO ESPINOZA
	MICHAEL REED
	MOUNTAIN VIEW TOWNHOMES
	NAJWA SABLINY
	ROZANNA LOMAS
	STACY ESTRADA
	WENDY EDWARDS
449	BRIAN REEVES
	JESSE GUTIERREZ
469	FRANCISCO SANTOS
489	TRACY SOUTHERN BAPTIST CHURCH
500	CHILD DEVELOPMENT CENTERS
	TRACY UNIFIED SCHOOL DISTRICT
555	JAMES ELLIS
565	RONALD RAJU
575	TOBIN CATTOLICO
590	REGINA VALDESPINO
640	ELIAS MARQUEZ
641	RODNEY ARREDONDO
660	VICTOR MEDEIROS
661	EMMANUEL PARCASIO
680	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 2013 (Cont'd)

681 OCCUPANT UNKNOWN

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 2008

16	LOLA HENRY
22	FELIPE MARTINEZ
24	FIDEL HERNANDEZ
28	SOUSA ROSANNA
50	ANNETTE TORRES
	CHRISTINA SANCHEZ
	CIRILO MORA
68	DIEGO MACHUCA
	ERICA GERA
	ISIDRO RAMIREZ
	MARY ENRIQUEZ
	OCCUPANT UNKNOWN
84	JOSE NIEVES
86	OCCUPANT UNKNOWN
88	ELLEN COCHRAN
96	DARLENE WILHARM
122	MOISES LOPEZ
128	MARCELINO MACHUCA
130	MARIA MANDUHANO
340	BOYS & GIRLS CLUB OF TRACY INC
416	NANCY PERRY
440	D YOUNG
510	JOSE AVALOS
524	OCCUPANT UNKNOWN
552	OCCUPANT UNKNOWN
554	MARK HARDMAN
556	VERZILL STOVELL
558	RESHMA LAL
560	RODOLFO MENDEZ
566	WEI LU
568	PAM HENDERSON
570	LELAND LEWIS
572	SARA PACHECO
574	CARL DELLANNO
576	MARK WHELAN
578	JOHNNY MORGADO
582	ANTHONY RUSSELL
	JUSTUS ENTERTAINMENT & PRODUCTIONS L
	KINGDOM STYLE EDUTAINMENT CENTRE
584	STEVEN HORMEL
588	JUDITH SCUDDER

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 2008

235	RICHARD BASCON
250	OCCUPANT UNKNOWN
251	JOE MARTINZ
270	DAVID PADILLA
275	CARLOS VELASQUEZ
301	GABRIEL JAQUEZ
302	RONALD HALL
303	EFRAI CONTRERAS
305	SHACARA TRAHAN
315	MARY HEARNE
370	STEPHEN RUIZ
377	ADALBERTO MARQUEZ
	AHMED KAWISH
	CLAYTON ESMOND
	ELVIRA YEARWOOD
	ESMERALDA MALTOS
	FERNANDO ACEVEDO
	FRANCIS VIERRA
	GERALDINE GUTIERREZ
	GUADALUPE ROCHA
	HEAD START
	HEATHER ARAUZ
	ISSAM SABLINY
	JOSE AGUILAR
	JOSE SOTO
	MARIA CARDENAS
	MARTHA HERNANDEZ
	MICHAEL REED
	MOUNTAIN VIEW TOWNHOMES
	NAZMEEN HUSSEIN
	PETER MENDOZA
	R CARDANES
	RENEE ARRIOLA
	RESTITUTO ANGELES
	ROBERTO AQUILAR
	RODOLFO LOPEZ
	ROZANNA LOMAS
449	BRIAN REEVES
	JESSE GUTIERREZ
	ROSA POLLAYIL
	URIRIDIAKOGHE ONOVAKPURI
469	ROSA SANTOS
489	TRACY SOUTHERN BAPTIST CHURCH
500	SOUTH CHILD DEVELOPMENT CENTER
	TRACY SCHOOL DISTRICT
565	RONALD RAJU
575	TOBIN CATTOLICO
590	ROSE VALDESPINO
640	OCCUPANT UNKNOWN
641	ROSARIO VILLEGAS

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 2008 (Cont'd)

660 VICTOR MEDEIROS
680 LUIGI SIMONELLI
681 GRISELDA PAZ

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 2003

16	LOLA HENRY
22	ADRIAN INIGUEZ
24	FIDEL HERNANDEZ
28	LUIS CROES
50	BEN MORA
	MARTHA REYES
64	OCCUPANT UNKNOWN
68	CARL KEEN
	ROBIN MILES
80	OCCUPANT UNKNOWN
82	OCCUPANT UNKNOWN
84	JOSE HERNANADEZ
86	ANTONIO ZERMENO
88	ELLEN COCHRAN
96	SCOTT WILHARM
120	OCCUPANT UNKNOWN
122	MOISES LOPEZ
128	OCCUPANT UNKNOWN
130	CAROLINA HERNANDEZ
	FRANCISCA GONZALES
	OJEDA RAUL
134	STEPHANIE SHAW
140	FRANCISCO FLORES
144	MAYRA MONTES
340	OCCUPANT UNKNOWN
416	GEORGE WHITE
440	BRUCE BRYANT
	TAMMY PERRY
510	JESSE RANGEL
552	BINGHAM & PITTS MICROCLEAN
	ROSA PITTS
554	ANDRE TURNER
556	OCCUPANT UNKNOWN
558	DEMAR WILLIAMS
560	RODOLFO MENDEZ
562	JAMES CORNELIUS
566	WEI LU
568	BALBIR KHANGURA
570	LELAND LEWIS
572	DORIS HERR
574	CARL DELLANNO
576	LUTHER ROBINSON
578	JOSIE MORGADO
582	ANTHONY RUSSELL
584	GARY HORMEL
588	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 2003

250	OCCUPANT UNKNOWN
251	MARC CASTRO
260	ED VARGAS
301	JOHN GODINEZ
303	OLIOPAMA TUINAUVAI
304	ROBERT DECKER
310	OCCUPANT UNKNOWN
315	OCCUPANT UNKNOWN
337	ESMERELDA MALTOS
370	OCCUPANT UNKNOWN
371	JAMES WARD
377	BERTHA VELASQUEZ
	CHRISTINE LAREZ
	DARLENE BRYANT
	ELSA JACKSON
	ESMERALDA MALTOS
	GERALDINE GUTIERREZ
	GLENNA AGUAYO
	GUADALUPE ROCHA
	HEAD START CHILD DVLPMNT CNCL
	IRMA OROZCO
	JANET PEREZ
	JORGE MANZOCARDENAS
	JOSE VALENCIA
	MARIA VELAZQUEZ
	MOUNTAIN VIEW TOWNHOMES
	RAFAEL CALZADA
	RESTITUTO ANGELES
	ROSA GONZALEZ
	ROZANNA LOMAS
	T COBLE
	VIRGINIA GUTIERREZ
449	JAUNITA GUTIERREZ
469	ROSA SANTOS
489	TRACY SOUTHERN BAPTIST CHURCH
500	CITY OF TRACY CITY KIDS
	SOUTH CHILD DEVELOPMENT CTR
	U S TRACY D
555	JAMES ELLIS
565	RONALD RAJU
575	JOHN PABARCUS
590	PHILLIP VALDESPINO
640	MIGUEL VALDEZ
641	M ERIKA
660	VICTOR MEDIROS
661	EMMANUEL PARCASIO
680	ESMERA SIMONELLI
681	MICHAEL PIETRZYKOWSKI

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 1999

22	OCCUPANT UNKNOWN
28	JESSICA CUELLAR
50	ANNETTE TORRES
	OCCUPANT UNKNOWN
64	OCCUPANT UNKNOWN
68	MARY ENRIQUEZ
	SANDRA LOPEZ
80	OCCUPANT UNKNOWN
82	CELESTE ZAVALA
84	OCCUPANT UNKNOWN
96	DARLENE WILHARM
128	OCCUPANT UNKNOWN
130	RAUL OJEDA
416	NANCY PERRY
440	D YOUNG
	ODESSA MANLEY
510	JOSE AVALOS
552	OCCUPANT UNKNOWN
554	OCCUPANT UNKNOWN
556	LAFFOON PAINTING & DECORATING
	OCCUPANT UNKNOWN
	VERZILL STOVELL
558	RESHMA LAL
560	RODOLFO MENDEZ
562	OCCUPANT UNKNOWN
566	OCCUPANT UNKNOWN
	WEI LU
570	OCCUPANT UNKNOWN
572	SARA PACHECO
574	CARL DELLANNO
576	MARK WHELAN
578	OCCUPANT UNKNOWN
580	RANDOLPH ESTAVILLA
582	ANTHONY RUSSELL
	OCCUPANT UNKNOWN
584	STEVEN HORMEL
588	ALMA BROWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 1999

240	OCCUPANT UNKNOWN
270	OCCUPANT UNKNOWN
275	CARLOS VELASQUEZ
	SMITH MICHELLE & SHAWN
301	GABRIEL JAQUEZ
302	OCCUPANT UNKNOWN
303	ANTONIO PIMENTEL
	OCCUPANT UNKNOWN
317	OCCUPANT UNKNOWN
350	TRACY UNIFIED SCHOOL DISTRICT ELEMENTARY SCHOOLS
361	OCCUPANT UNKNOWN
377	AHMED KAWISH
	CLAYTON ESMOND
	FERNANDO ACEVEDO
	FRANCIS VIERRA
	GERALDINE GUTIERREZ
	GERARDO QUINTANILLA
	HEAD START CHILD DEVELOPMENT COUNCIL
	HUMBERTO ARAUZ
	JOSE AGUILAR
	JOSE SOTO
	MICHAEL REED
	MOUNTAIN VIEW TOWNHOMES
	NAZMEEN HUSSEIN
	PETER MENDOZA
	RENEE ARRIOLA
	RESTITUTO ANGELES
	ROBERTO AQUILAR
	RODOLFO LOPEZ
	ROZANNA LOMAS
391	OCCUPANT UNKNOWN
449	BRIAN REEVES
	JESSE GUTIERREZ
	ROSA POLLAYIL
	URIRIDIAKOGHE ONOVAKPURI
489	TRACY SOUTHERN BAPTIST CHURCH
500	SOUTH-WEST PARK ELEMENTARY SCHOOL
	TRACY EXPRESS SOFTBALL
	TRACY UNIFIED SCHOOL DISTRICT ELEMENTARY SCHOOLS
555	JAMES ELLIS
	OCCUPANT UNKNOWN
565	OCCUPANT UNKNOWN
	RONALD RAJU
575	OCCUPANT UNKNOWN
577	OCCUPANT UNKNOWN
590	ROSE VALDESPINO
641	CHRISTINE ARREDONDO
660	VICTOR MEDEIROS
661	EMMANUEL PARCASIO
	OCCUPANT UNKNOWN

680 LUIGI SIMONELLI
681 GRISELDA PAZ
OCCUPANT UNKNOWN

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 1995

10	OCCUPANT UNKNOWNN
16	HENRY, JAMES H
22	SCHMOE, JOAN
24	OCCUPANT UNKNOWNN
28	OCCUPANT UNKNOWNN
40	LOPEZ, HENRY S
50	AMBRIZ, C
68	LEE, ARTHUR
	RAMRIEZ, ELVA
80	OCCUPANT UNKNOWNN
82	OCCUPANT UNKNOWNN
84	OCCUPANT UNKNOWNN
86	CREAGER, GEE G
88	OCCUPANT UNKNOWNN
116	LICHTY, GLORIA M
120	MENDEZ, JOHN A
122	OCCUPANT UNKNOWNN
128	OCCUPANT UNKNOWNN
130	CISNEROS, RAFAEL
	OJEDO, ROSA
	RAUL, OJEDA
134	OCCUPANT UNKNOWNN
140	DELAROSA, RUBEN
144	TORRES, MARY
416	OCCUPANT UNKNOWNN
440	MANLEY, ODESSA
	WALKER, JAMES
510	GUTIERREZ, ALICIA
524	OCCUPANT UNKNOWNN
552	SINGH, BALBIR
554	OCCUPANT UNKNOWNN
556	LAFFOON, THOMAS E
558	GREGG, MONICA C
560	MENDEZ, RODOLFO
562	SAIA, THOMAS
566	HEATER, F T
568	OCCUPANT UNKNOWNN
570	PERALTA, KEITH
574	WALLACE, SANDRA K
576	ROBINSON, LUTHER C
578	MORGADO, JOHNNY
580	OCCUPANT UNKNOWNN
582	OCCUPANT UNKNOWNN
584	SHEARN, ROBIN
588	OCCUPANT UNKNOWNN
590	LOTIERZO, ADA

Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 1995

301	GODINEZ, JOHN
303	OCCUPANT UNKNOWNN
304	LARA, R
310	TOMSON, JACK E
317	MENA, L
370	GONZALES, MAXINE V
381	ALVES, BRENDA M
391	SCHERMERHORN, DANIEL
489	TRACY SOUTHERN BAPTIST CHURCH
640	VALDEZ, ANA
660	BRIGHT DEVELOPMENT

Target Street	Cross Street	Source
-	✓	Cole Information Services

W 4TH ST 1992

16	HENRY, JAMES H
22	SCHMOE, JOAN
24	VELASQUEZ, MIGUEL
28	PROPST, VINCENT L
68	LEE, ARTHUR
82	VIRGEN, HECTOR
88	COCHRAN, ELLEN E
128	VILLARREAL, OVANDO
130	CISNEROS, RAFAEL
	OJEDO, ROSA
134	RAUL, OJEDA
144	PEREZ, EDWARDO
440	MANLEY, ODESSA
510	GUTIERREZ, ALICIA
558	GREGG, MICHAEL W

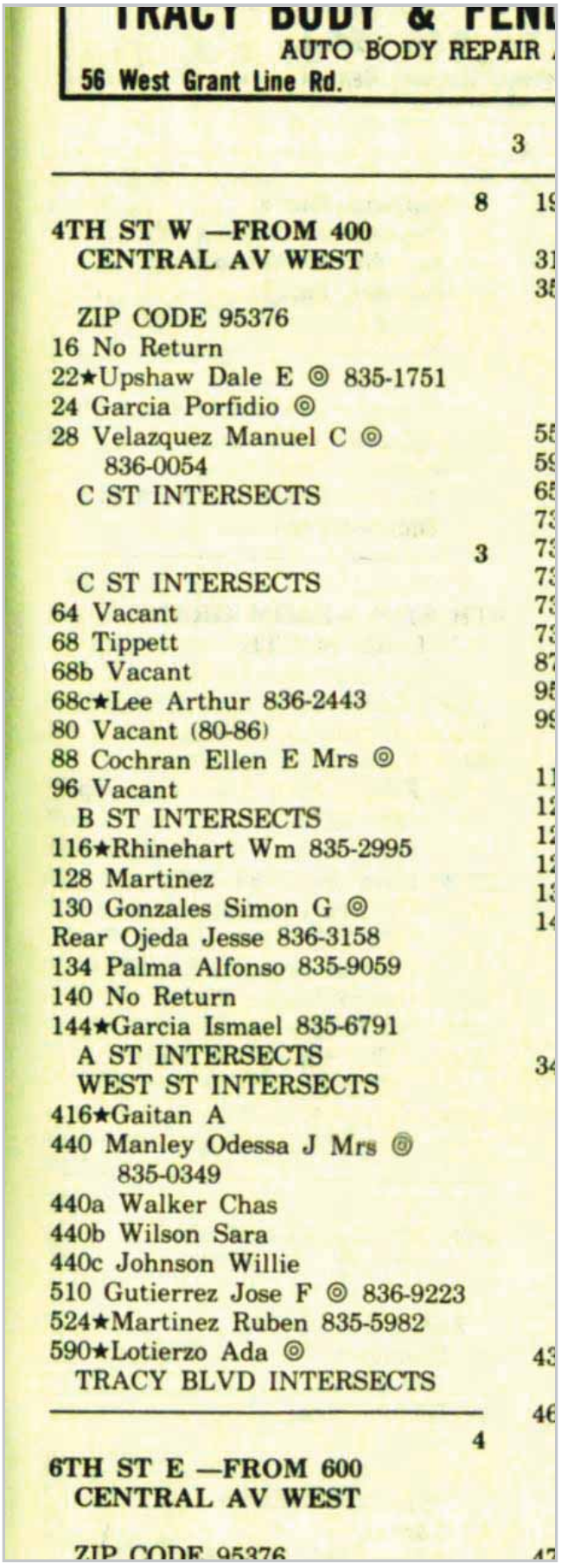
Target Street	Cross Street	Source
✓	-	Cole Information Services

W MOUNT DIABLO AVE 1992

310 TOMSON, JACK E

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1986



TRACY BODY & PEN
AUTO BODY REPAIR
56 West Grant Line Rd.

3

8

4TH ST W —FROM 400
CENTRAL AV WEST

ZIP CODE 95376
16 No Return
22★Upshaw Dale E ◎ 835-1751
24 Garcia Porfidio ◎
28 Velazquez Manuel C ◎
836-0054
C ST INTERSECTS

3

C ST INTERSECTS
64 Vacant
68 Tippett
68b Vacant
68c★Lee Arthur 836-2443
80 Vacant (80-86)
88 Cochran Ellen E Mrs ◎
96 Vacant
B ST INTERSECTS
116★Rhinehart Wm 835-2995
128 Martinez
130 Gonzales Simon G ◎
Rear Ojeda Jesse 836-3158
134 Palma Alfonso 835-9059
140 No Return
144★Garcia Ismael 835-6791
A ST INTERSECTS
WEST ST INTERSECTS
416★Gaitan A
440 Manley Odessa J Mrs ◎
835-0349
440a Walker Chas
440b Wilson Sara
440c Johnson Willie
510 Gutierrez Jose F ◎ 836-9223
524★Martinez Ruben 835-5982
590★Lotierzo Ada ◎
TRACY BLVD INTERSECTS

4

6TH ST E —FROM 600
CENTRAL AV WEST

ZIP CODE 95376

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1986

Auto • Residential • Commercial
69 W. 6th St.,
Tracy, Calif. 95376

3

MT DIABLO AV W —FROM C ST WEST 1 SOUTH OF SOUTH ST (RURAL DELIVERY ROUTE 1)

ZIP CODE 95376
(NUMBERS IRREGULAR)
90 Ruiz John @ 835-3173
130 Anzaldo Ignacio
150 Lara Louie A Jr @ 835-7997
170 Phelps Richd O @ 835-1650
220 Aguilera Alfredo A
237 No Return
250 Vasquez Fausto F @ 835-3601
251 No Return
275 No Return
WEST ST INTERSECTS
301 Calleros Jose 836-5507
302 Lara Louie G @
303★Blancarte M 835-4736
304 March Dennis A
305 Vacant
310 Tomson Jack E @ 835-9491
315 Calleros Lorenzo @ 835-0736
317 Miramontes Margarita Mrs 835-9115
370 Gonzales Rudy @
399 Eden Warren @ 835-9633
400 La Primera Iglesia Bautista 835-7321
415 Mt Diablo Auto Repair 836-4939
Adanes Efrain @ 836-4939
419 Vacant
S C ST INTERSECTS
469 Santos Francisco G Jr @
500 Tracy Elementary South School 835-8000
590 Valdespino Phillip @
9944 No Return
10111 No Return
WEST ST INTERSECTS
10140 No Return
10208 No Return
TRACY BLVD INTERSECTS

3

MT OSO AV W —FROM C ST WEST 1 SOUTH OF W MT DIABLO AV

ZIP CODE 95376
73 No Return
74 Jiminez Larry 836-0699
90 Vacant
91 No Return
125 Jauregui Jaime
155 Granados Henry @
175 Vasquez Felix G @ 835-1341
215 Vasquez John G @ 835-5260
290 James Dale L @ 835-6662
490 King Gerald C @
530★Mattson Jerry @

30

NEVES ST —FROM 1197 DUNCAN DR NORTH

ZIP CODE 95376

30

NEWPORT CT —FROM 1460 MICHELLE AV NORTH

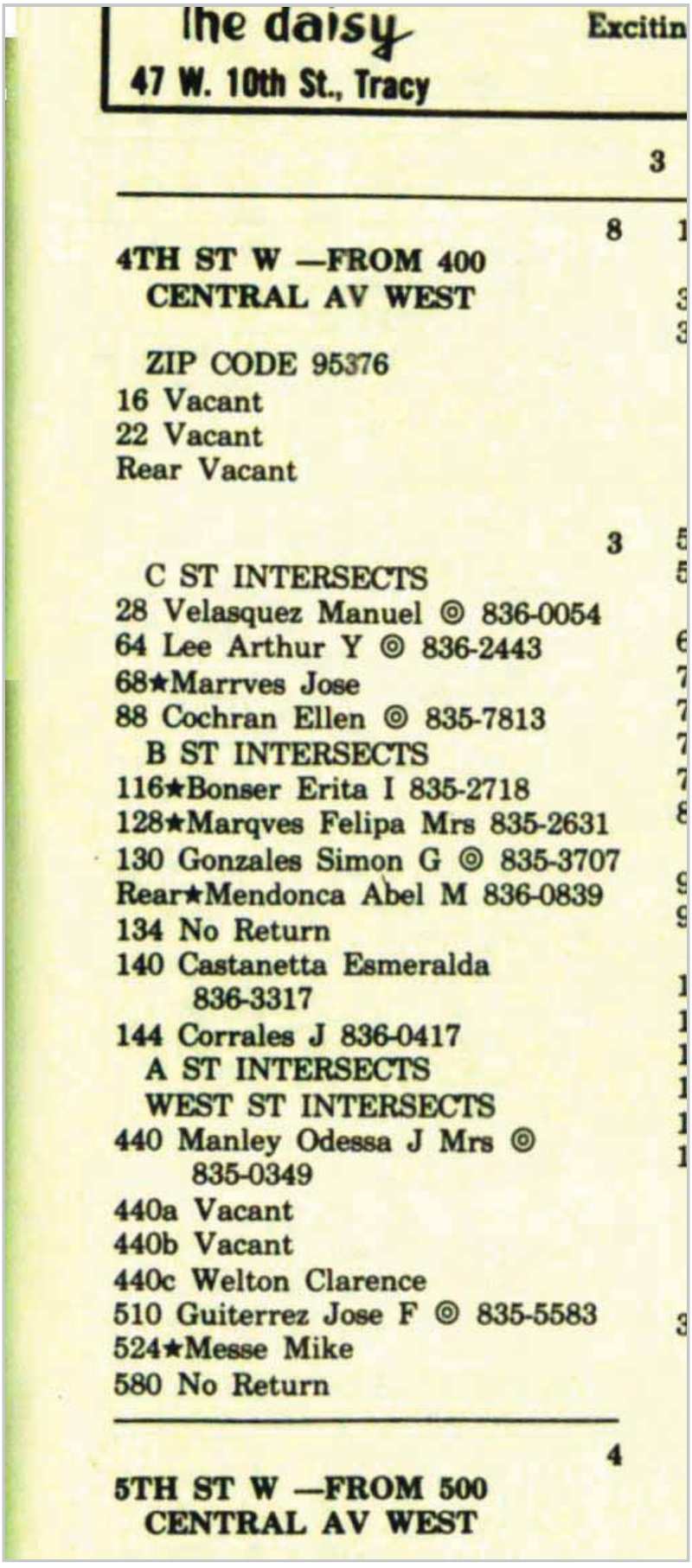
ZIP CODE 95376
1800 Valadao Maria F Mrs @ 835-3872
1801 Schroers Kurt A @ 835-8525
1802 Cain Robt @ 836-3750
1803 Roach Donald R @ 836-1103
1808 Giardina Roy @
1816 Philips Steve @ 835-1950
1817 Peters Rita @
1832 Cosme Monroe F @ 836-3101
1833 Johnson Larry R @
1848 Clark Willard C @ 835-3064
1849 Cumbellin
1864 Riley Chas L @ 835-6220
1865 Scialabba Peter W @ 835-3396
1880★Fletcher Thos H @ 836-1736
1881 Royal Jack A @ 835-8444
1896★Gomes Manuel C Jr 835-6622

EATON MEDICAL GROUP
HIGH QUALITY PROFESSIONAL HEALTH CARE SINCE 1946
Office 835-0264
Monday - Friday 7 AM - 8 PM - Weekends and Holidays 9 AM - 5 PM
445 W. Eaton Ave., Tracy, CA (95376) Manteca Office: 1234 E. North St.

OX 1068, 7561 CARMELO AVE.
REPAIR AND REMODEL SPECIALISTS
TRACY, CA (95376)

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1981



the daisy
47 W. 10th St., Tracy

Excitin

3

8

4TH ST W —FROM 400
CENTRAL AV WEST

ZIP CODE 95376
16 Vacant
22 Vacant
Rear Vacant

3

C ST INTERSECTS
28 Velasquez Manuel ◎ 836-0054
64 Lee Arthur Y ◎ 836-2443
68★Marrves Jose
88 Cochran Ellen ◎ 835-7813
B ST INTERSECTS
116★Bonser Erita I 835-2718
128★Marqves Felipa Mrs 835-2631
130 Gonzales Simon G ◎ 835-3707
Rear★Mendonca Abel M 836-0839
134 No Return
140 Castanetta Esmeralda
836-3317
144 Corrales J 836-0417
A ST INTERSECTS
WEST ST INTERSECTS
440 Manley Odessa J Mrs ◎
835-0349
440a Vacant
440b Vacant
440c Welton Clarence
510 Guiterrez Jose F ◎ 835-5583
524★Messe Mike
580 No Return

4

5TH ST W —FROM 500
CENTRAL AV WEST

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1981

MORIAL HOSPITAL

y Blvd. Phone 835-1500

98

3

MT DIABLO AV W —FROM C ST WEST 1 SOUTH OF SOUTH ST (RURAL DELIVERY ROUTE 1)

ZIP CODE 95376
(NUMBERS IRREGULAR–
48 No Return
130★Anzaldo Ignacio
150★Lara Louie A Jr ◎ 835-7997
170★Phelps Richd O ◎ 835-1650
★Serpa Maria
220★Aguilera Alfredo A ◎
250★Vasquez Fausto F ◎
835-3601
251★Trujillo Connie ◎
WEST ST INTERSECTS
301 Calleros Jose
303 Blancarte Pedro H 835-9357
304★March Harold A
305 Vacant
310★Tomson E ◎ 835-9491
315★Calleros Lorenzo ◎
317★Vmere Maggie 835-9115
399 Diablo Body Shop 835-1667
Rear Eden Warren 835-9633
400 La Primera Iglesia Bautista
835-7321
S C ST INTERSECTS
469★Santos Francisco G Jr ◎
500 South School 835-8000
590★Valdepino Phillip ◎ 835-7134
9944★Ruiz Juan M ◎
10111★Shippee Leonard P
WEST ST INTERSECTS
10140★Lara Louie
10208★Gonzales Rudy ◎ 835-1659
TRACY BLVD INTERSECTS

3

MT OSO AV W —FROM C ST WEST 1 SOUTH OF W MT DIABLO AV

ZIP CODE 95376

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1975

243★Martinez David

8

4TH ST E —FROM 400 CENTRAL AV EAST

01
9

ZIP CODE 95376

10 Myers Wm E ◎ 835-0844
20 No Return
24★Urquidez Rafaela 835-7202
26★Garcia Mike
34★Lopez Andre S
36 Zambrano Juan
50 Ambriz Cipriano R ◎ 835-7577
79 52 Ambriz Louis

3 8

4TH ST W —FROM 400 CENTRAL AV WEST

ZIP CODE 95376

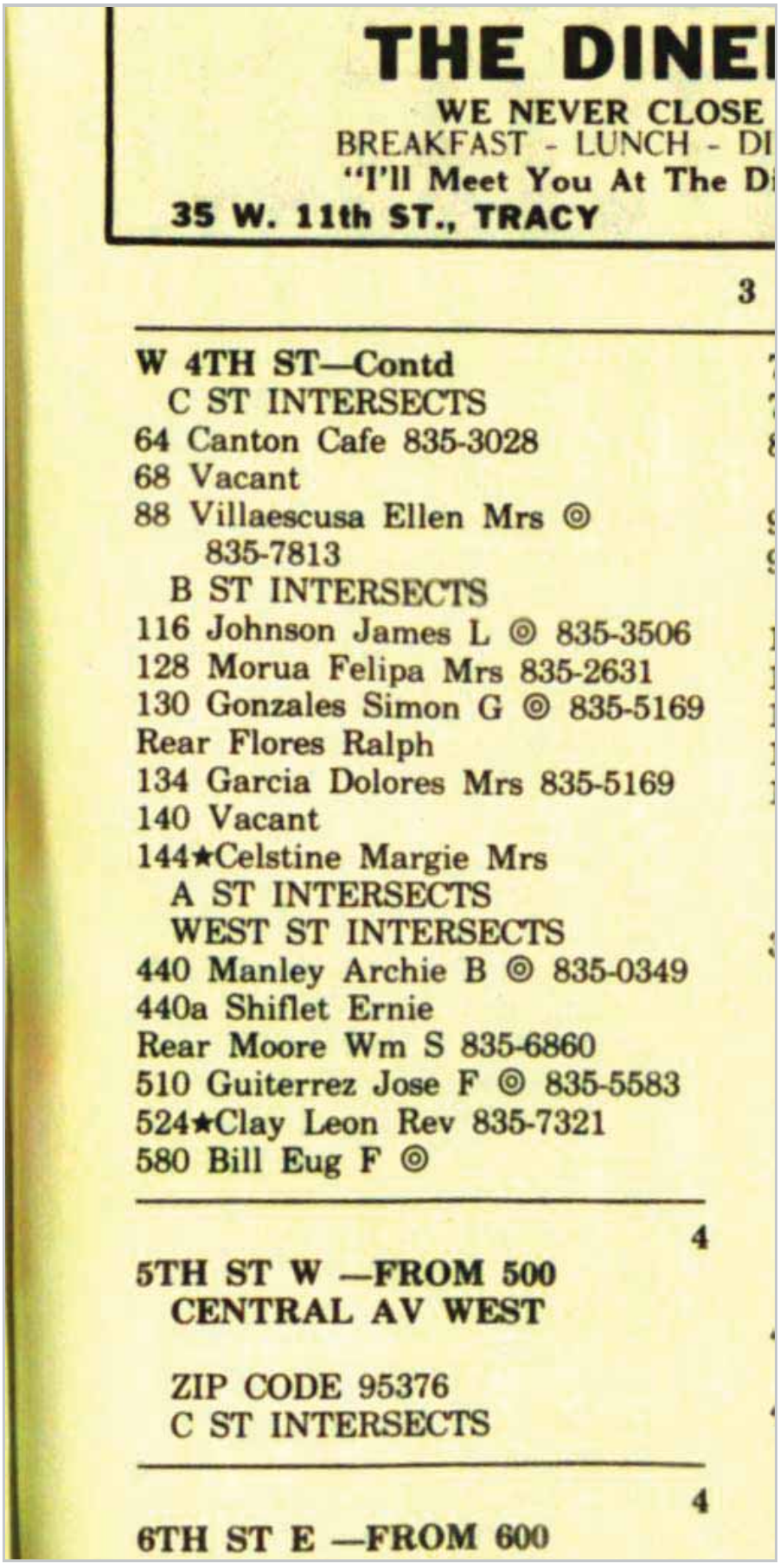
22 Ornelas Francisco ◎ 835-2200

3

rpets
WALLPAPER
Armstrong
floor fashion center
Tel. 835-9763
Tel. 239-1303

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1975



THE DINE

WE NEVER CLOSE
BREAKFAST - LUNCH - DI
"I'll Meet You At The Di
35 W. 11th ST., TRACY

3

W 4TH ST—Contd
C ST INTERSECTS
64 Canton Cafe 835-3028
68 Vacant
88 Villaescusa Ellen Mrs ◎
835-7813
B ST INTERSECTS
116 Johnson James L ◎ 835-3506
128 Morua Felipa Mrs 835-2631
130 Gonzales Simon G ◎ 835-5169
Rear Flores Ralph
134 Garcia Dolores Mrs 835-5169
140 Vacant
144★Celstine Margie Mrs
A ST INTERSECTS
WEST ST INTERSECTS
440 Manley Archie B ◎ 835-0349
440a Shiflet Ernie
Rear Moore Wm S 835-6860
510 Guiterrez Jose F ◎ 835-5583
524★Clay Leon Rev 835-7321
580 Bill Eug F ◎

4

5TH ST W —FROM 500
CENTRAL AV WEST

ZIP CODE 95376
C ST INTERSECTS

4

6TH ST E —FROM 600

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1975

1211 Ennis Charles E ◎ 835-6007
1301★Schneider Wayne W ◎
835-9083
LINCOLN BLVD INTERSECTS

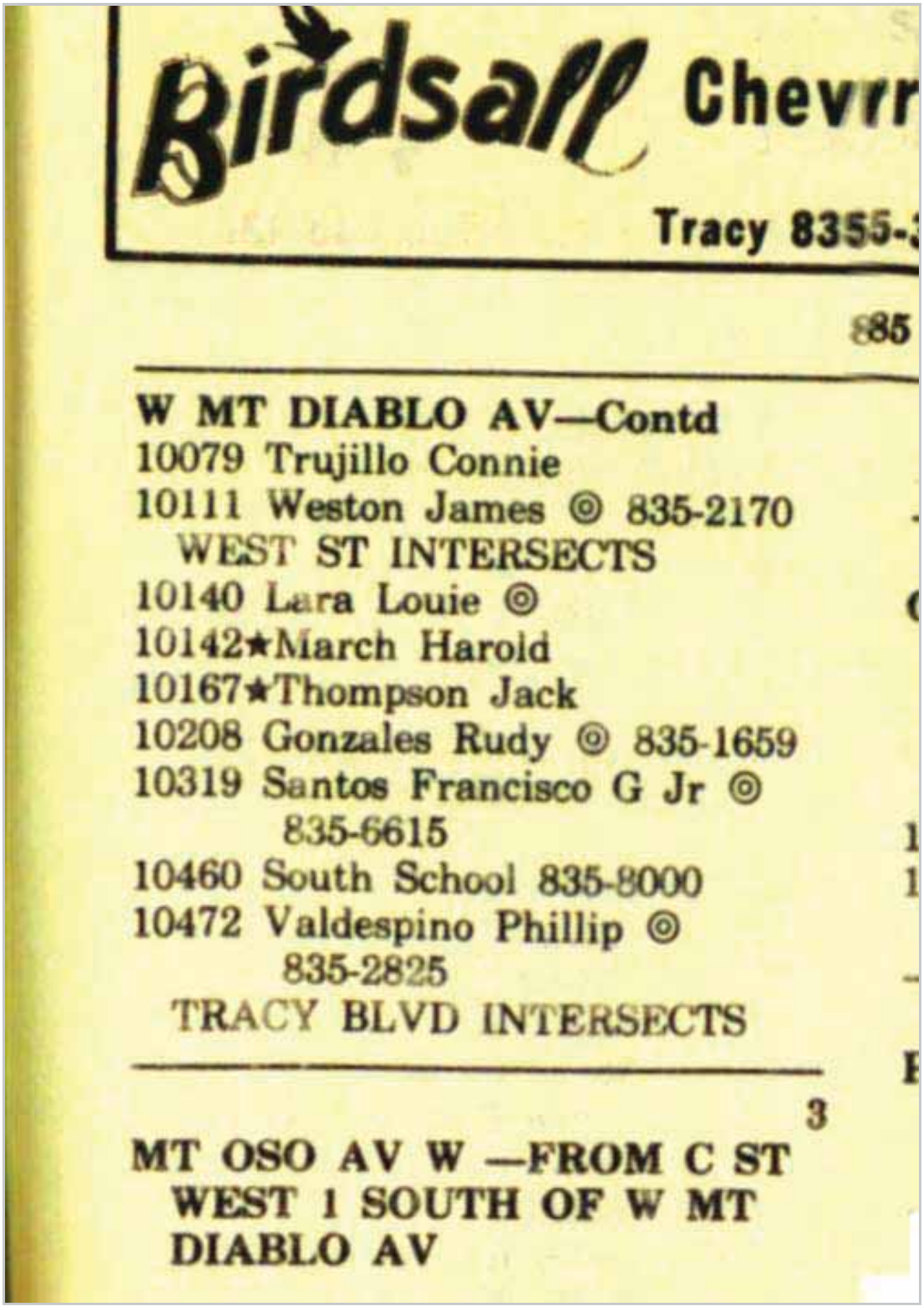
MT DIABLO AV W —FROM C ST WEST 1 SOUTH OF SOUTH ST (RURAL DELIVERY ROUTE 1)

ZIP CODE 95376
(NUMBERS IRREGULAR-
48 Clinkenbeard Charles T
835-1007
WEST ST INTERSECTS
301★Zuniga Delia 835-9228
303★Blancarte Pedro H
305★Soria Ester M 835-5414
315★Lorenzo Carlloc ◎ 835-0736
317★Diaz Helen B 835-8228
399 Bob's Auto Repair Service
835-6823
Rear Chavez Mario 835-8576
400 La Primera Iglesia Bautista
835-7321
9944★Ruiz P
9960 Anzaldo Ignacio ◎ 835-2393
9998 Lara James T ◎
10006 Phelps Richd O ◎ 835-1650
10018 Aguilera Alfredo A
10076 Vasquez Fausto F ◎
835-3601

)AISY
BORAH GRUBBS (Owners)
Sure, Exciting Fashions

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1975



Birdsall Chevrr

Tracy 8355-

885

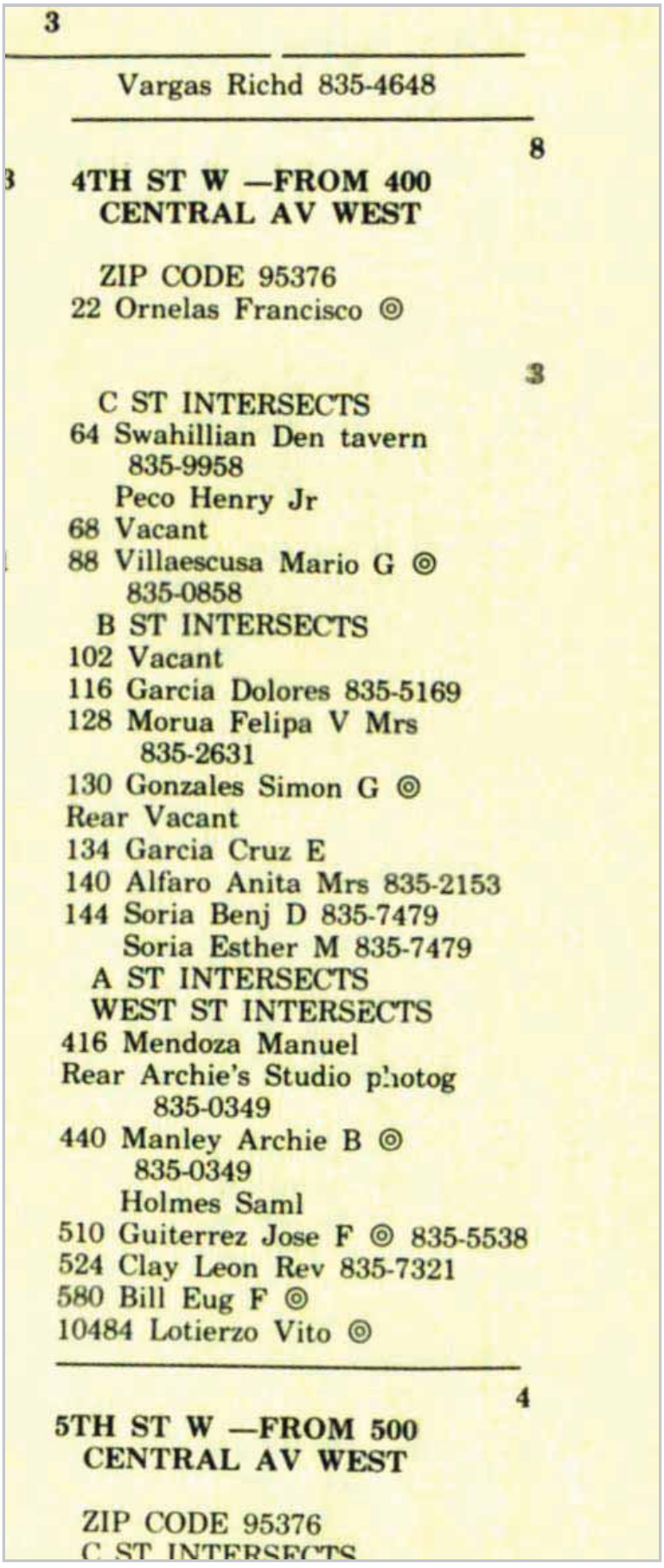
W MT DIABLO AV—Contd
10079 Trujillo Connie
10111 Weston James ◎ 835-2170
WEST ST INTERSECTS
10140 Lara Louie ◎
10142★March Harold
10167★Thompson Jack
10208 Gonzales Rudy ◎ 835-1659
10319 Santos Francisco G Jr ◎
835-6615
10460 South School 835-8000
10472 Valdespino Phillip ◎
835-2825
TRACY BLVD INTERSECTS

3

MT OSO AV W —FROM C ST
WEST 1 SOUTH OF W MT
DIABLO AV

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1970



3

Vargas Richd 835-4648

8

4TH ST W —FROM 400
CENTRAL AV WEST

ZIP CODE 95376
22 Ornelas Francisco ◎

3

C ST INTERSECTS
64 Swahillian Den tavern
835-9958
Peco Henry Jr
68 Vacant
88 Villaescusa Mario G ◎
835-0858
B ST INTERSECTS
102 Vacant
116 Garcia Dolores 835-5169
128 Morua Felipa V Mrs
835-2631
130 Gonzales Simon G ◎
Rear Vacant
134 Garcia Cruz E
140 Alfaro Anita Mrs 835-2153
144 Soria Benj D 835-7479
Soria Esther M 835-7479
A ST INTERSECTS
WEST ST INTERSECTS
416 Mendoza Manuel
Rear Archie's Studio photog
835-0349
440 Manley Archie B ◎
835-0349
Holmes Saml
510 Guiterrez Jose F ◎ 835-5538
524 Clay Leon Rev 835-7321
580 Bill Eug F ◎
10484 Lotierzo Vito ◎

4

5TH ST W —FROM 500
CENTRAL AV WEST

ZIP CODE 95376
C ST INTERSECTS

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1970

64

25

MILLER CT —FROM 700 WEST WEST ST

ZIP CODE 95376

3

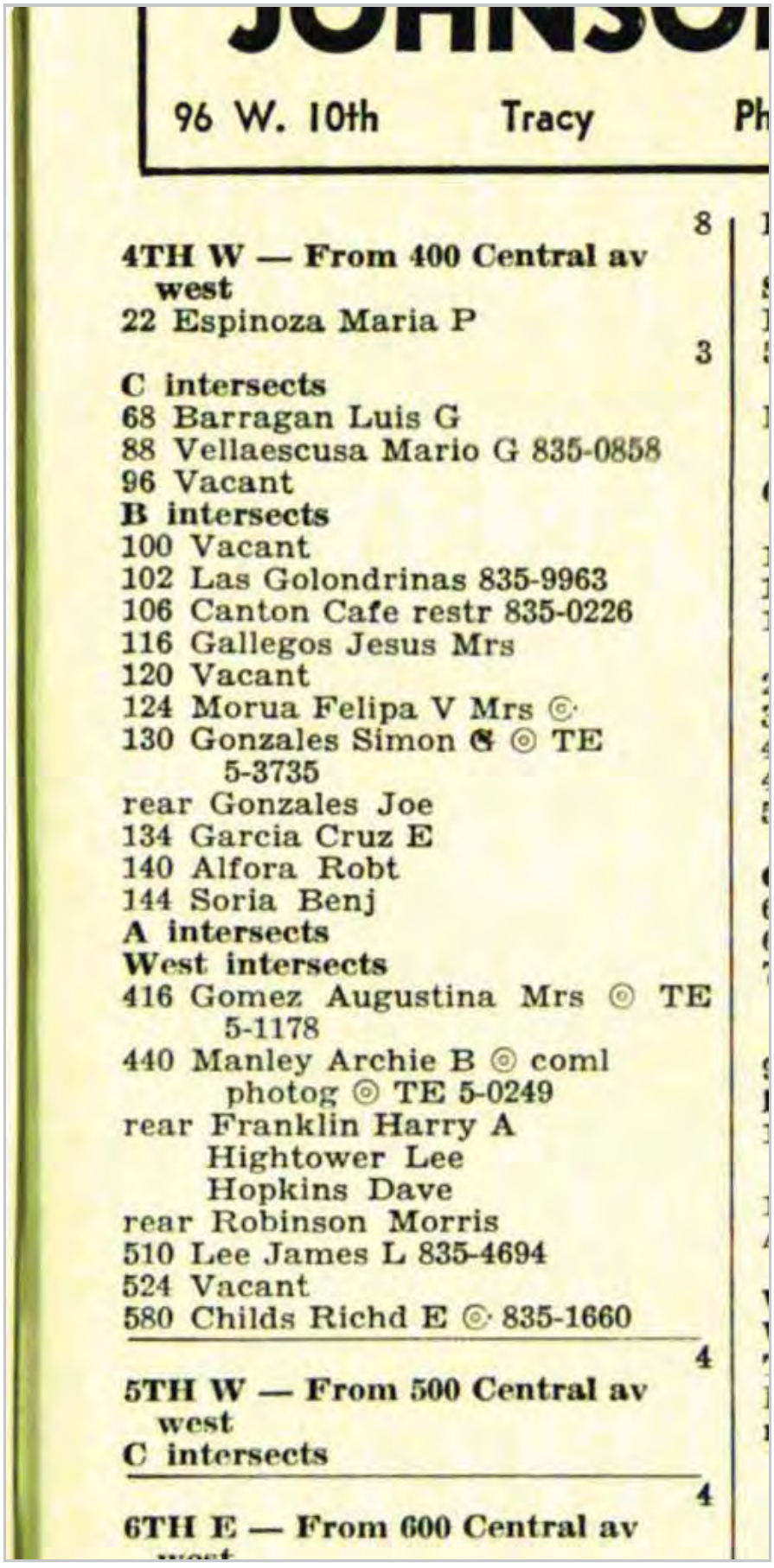
MT DIABLO AV W —FROM C ST WEST, 1 SOUTH OF SOUTH ST (RURAL DELIVERY ROUTE 1)

ZIP CODE 95376
(NUMBERS IRREGULAR-
48 Clinkenbeard Chas T 835-1007
301 Manriquez Edwina Mrs 835-6673
303 Blancarte Pedro 835-4993
305 Sote Antonie
315 Abbott John
317 Amaya Rosa Mrs 835-8060
399 Borges Auto Service repr 835-1188
Rear Borges Domingo Jr 835-8229
400 La Primera Iglesia Bautista 835-7321
9944 Villalovoz Louis ◎ 835-5266
9960 Anzaldo Ignacio ◎ 835-2393
9998 Lara Louie A Jr ◎ 835-7997
10006 Phelps Richd O ◎ 835-1650
10018 Aguilera Alfredo A 835-7194
10076 Vasquez Fausto F ◎ 835-3601
10079 Ortega Connie Mrs ◎ 835-3102
10111 Jefferson Joseph J ◎ 835-0304
WEST ST INTERSECTS
10140 Lara Louie ◎ 835-5984
10142 Lara James T 835-6751
10167 Castro Philip 835-0889
10208 Gonzales Rudy ◎
10319 Santos Francisco G Jr ◎ 835-6615
10460 South School 835-8000
10472 Valdespino Phillip ◎ 835-2825

N'S Johnson Studio

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1965



JOHNSO

96 W. 10th Tracy Ph

8

4TH W — From 400 Central av west

22 Espinoza Maria P

3

C intersects

68 Barragan Luis G

88 Vellaescusa Mario G 835-0858

96 Vacant

B intersects

100 Vacant

102 Las Golondrinas 835-9963

106 Canton Cafe restr 835-0226

116 Gallegos Jesus Mrs

120 Vacant

124 Morua Felipa V Mrs ◎

130 Gonzales Simon G ◎ TE 5-3735

rear Gonzales Joe

134 Garcia Cruz E

140 Alfora Robt

144 Soria Benj

A intersects

West intersects

416 Gomez Augustina Mrs ◎ TE 5-1178

440 Manley Archie B ◎ coml photog ◎ TE 5-0249

rear Franklin Harry A

Hightower Lee

Hopkins Dave

rear Robinson Morris

510 Lee James L 835-4694

524 Vacant

580 Childs Richd E ◎ 835-1660

4

5TH W — From 500 Central av west

C intersects

4

6TH E — From 600 Central av

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1965

H. E. TINKER, Realtor
224 E. 11th STREET
Phone: TErminal 835-3476

McKinley Av—Contd
1441 Alaska Dairy TE 5-4536
Foremost Dairies TE 5-4536
Felber Gordon P ◎ TE 5-4536
1501 Searls Evelyn J Mrs ◎ TE 5-1659
1507 Maddix W Gene ◎ TE 5-3388
1513 Curran Ben Y ◎ 835-2934
1519 Martin Thos D ◎ TE 5-5112
1525 Harrison J Richd ◎ TE 5-4958
1531 McCaughey Roberta A ◎ 835-2357
1550 Cal Farm Ins Co TE 5-5253
Baker Winston ◎ TE 5-5253
W Carlton way intersects
1601 Masonic Temple TE 5-9880
Good Shepherd Lutheran Church
Joaquin Chapter No 348 Order of Eastern Stars
Mt Oso Lodge No 460 TE 5-9880
1630 DeNattei John ◎ 835-1178
1650 Bolton Ruth ◎ 835-4093

19

W Emerson av intersects
W Whittier av intersects
1930 Lee Chas E
1932 Gehlken Lucille ◎ 835-0421
1940 Allen Ruth R Mrs 835-2209
1970 American Legion Hall TE 5-9847
American Legion Post No 172
American Legion Auxiliary Post 172
Tracy Barracks Vets of World War One
Tracy Barracks Vets of World War One (Auxiliary)
W 23d intersects
W Grant Line rd intersects

25

METCALF COURT — From dead end north to 326 W 9th, 1 west of West
700 Vacant
715 Vacant
717 Patterson Harold L ◎ TE 5-3192
720 Vacant
721 Lee Raymond F trucking
740 Metcalf Wm T ◎
W 11th intersects

25

MILLER COURT — From 700 West west, 1 north of W 6th

3

MT DIABLO AV — From SP tracks west, 1 south of South
(Rural Delivery Route 1)
Art's Garage repr 835-0685
Gutierrez Robt ◎ TE 5-5483
Moreno Bruno ◎
Palacio David V
Phelps Richd O ◎ TE 5-1650
Sandoval Cecilia Mrs
No return
Valdespino Phillip ◎ TE 5-2825
Vasquez John G ◎ TE 5-5260
25 Avila Philip L ◎ TE 5-0623
301 Valdez Benito
305 Vacant
315 Guebara Juan
317 Williams Gertrude Mrs 835-5157
339 Vacant
Jefferson rd intersects
se cor South Sch TE 5-2304

5

OIL — From 500 W 6th south
Garza Felipe 835-0918
Tidewater Oil Co (pipeline dept) TE 5-3723

11

PARKER AV — From 220 W 10th north
1029 Tracy Dairy 835-5467
W 11th intersects
1125 Roam Mary S Mrs TE 5-2272
1135 Gibson Carl C ◎ TE 5-1766
1138 Jacobson Melville S optom TE 5-2140
1140 Jacobson Melville S ◎ TE 5-1827
1143 Spetter Margt K Mrs TE 5-1138
1145 Vacant
W 12th intersects
1218 Windham Ethel M Mrs TE 5-4537
1220 Lee Dona Mrs TE 5-3963
1224 Kohland Pete TE 5-4501
1225 Sandidge Mary Mrs ◎
1226 Williams Robt TE 5-3747
1243 Neyland Walter J ◎ 835-1358
1245 Clawson John 835-6220

15

West Side irrigation intersects
1319 Moore Tennyson O ◎ TE 5-4505
1337 Thompson Denzle C 835-5059
1345 Mayberry Carl J ◎ TE 5-4210
1345½ Fleck Vernon D
1353 Tassano John B ◎ TE 5-3130
1361 Spencer Harold W ◎ TE 5-0172
1367 Fuller Glenn S Rev 835-5017
W Eaton av intersects
cor Central School TE 5-1227
1420 Hettervik Clarence A ◎ TE 5-2066
1425 Spivac Frank A
1430 Arganbright Vincent E ◎ TE 5-4903
1434 Albano Mary J Mrs ◎ TE 5-1676
1441 **Paradise Apartments** TE 5-2487
1 Sipe Robt F TE 5-2487

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1959

231 Fragoso Vera Mrs
235 Schuler Amon D ΔTE 5-5286
243 Lopez Roberto
West intersects

8

4TH, EAST — From 400 Central av east

34 Sanbrano Juan ◎
rear Sanchez Robt
52 Ambriz Ciprano R ◎ ΔTE 5-4792
SPCo (round hse) ΔTE 5-2370

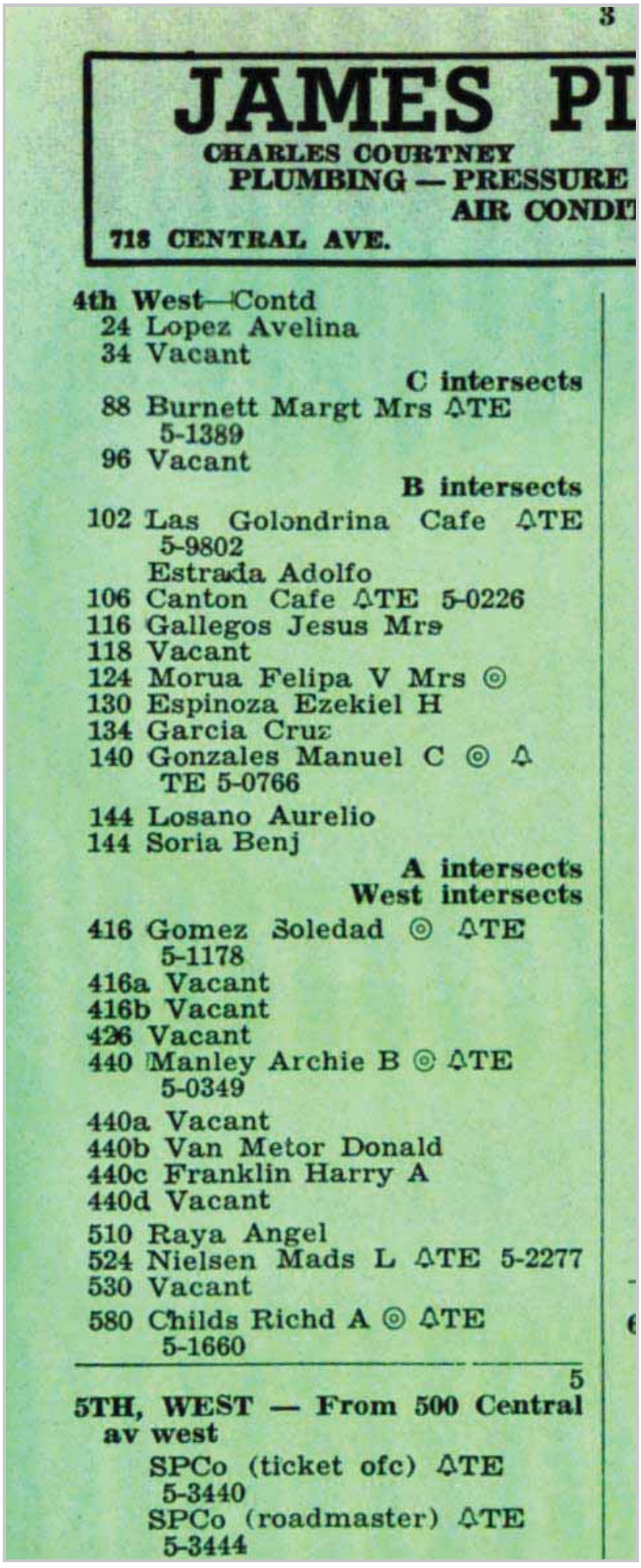
3

4TH, WEST — From 400 Central av west

22 Ornelas Frank ◎

Target Street	Cross Street	Source
-	✓	Polk's City Directory

W 4TH ST 1959



3

JAMES PI
CHARLES COURTNEY
PLUMBING — PRESSURE
AIR CONDI
718 CENTRAL AVE.

4th West—Contd

24 Lopez Avelina
34 Vacant

C intersects

88 Burnett Margt Mrs ΔTE 5-1389
96 Vacant

B intersects

102 Las Golondrina Cafe ΔTE 5-9802
Estrada Adolfo
106 Canton Cafe ΔTE 5-0226
116 Gallegos Jesus Mrs
118 Vacant
124 Morua Felipa V Mrs ◎
130 Espinoza Ezekiel H
134 Garcia Cruz
140 Gonzales Manuel C ◎ Δ TE 5-0766
144 Losano Aurelio
144 Soria Benj

A intersects
West intersects

416 Gomez Soledad ◎ ΔTE 5-1178
416a Vacant
416b Vacant
426 Vacant
440 Manley Archie B ◎ ΔTE 5-0349
440a Vacant
440b Van Metor Donald
440c Franklin Harry A
440d Vacant
510 Raya Angel
524 Nielsen Mads L ΔTE 5-2277
530 Vacant
580 Childs Richd A ◎ ΔTE 5-1660

5

5TH, WEST — From 500 Central av west

SPCo (ticket ofc) ΔTE 5-3440
SPCo (roadmaster) ΔTE 5-3444

Target Street	Cross Street	Source
✓	-	Polk's City Directory

W MOUNT DIABLO AVE 1959

J. J. FRERICHS & SON
REAL ESTATE — INSURANCE
JAY FRERICHS
The Oldest Agency In This District
24 W. 10th STREET TRI. TErminal 5-1764

McKinley Av—Contd
1271 Duckworth Wm H ⓓ △TE 5-2031
West Side Irrigation dist intersects
1311 Caldron Alf R ⓔ △TE 5-5306
1320 West Side Irrigation Dist The △TE 5-0503
1321 Strasburg Kenneth H △TE 5-2433
1330 Grace Baptist Church △TE 5-5446
1331 Scott Corayne W ⓔ △TE 5-3511
1341 Lee James G ⓔ △TE 5-3629
21
W Eaton av intersects
1435 Bacchetti Lindy ⓔ △TE 5-0651
1441 Felber Gordon ⓓ △TE 5-4536
W Beverly intersects
1507 Maddix W Gene ⓔ △TE 5-2357
1513 Silva Mary M ⓔ △TE 5-2861
1519 Martin Thos ⓔ △TE 5-5112
1531 McCaughey Roberta ⓔ △ TE 5-2357
1550 Baker Winston ⓓ △TE 5-5253
Cal-Farm Ins Co's △TE 5-5253
W Carlton way intersects
1600 Masonic Temple △TE 5-9880
Mt Oso Lodge No 460 △TE 5-9880
Order of Eastern Star Joaquin Chapter No 348
19
W Emerson av intersects
Am Legion Hall
W Whittier av intersects
1930 Sargenti Fred T ⓔ △TE 5-3226
1940 Halford Richd △TE 5-1160
25

METCALF COURT — From end north, 1 west of West
715 Patterson Harold L ⓔ △TE 5-3192
720 Cardoza Mildred
721 Lee Raymond △TE 5-3520
740 Metcalf Wm T ⓔ
750 Kahn Arth A △TE 5-5601
W 11th intersects
25

MILLER COURT — From 700 West west, 1 north of W 6th
1 Coffey Chas
2 Floris Pedro
3 Shaw May Mrs △TE 5-0307
5 Spangler Paul △TE 5-0752
11 Dixon Richd
3

MT DIABLO AV — From SP tracks west, 1 south of South
Lara Louie G ⓔ △TE 5-1085
12 Vasquez John G trucking △TE 5-5260
13 Under constn
25 Avila Philip L ⓔ △TE 5-0623
rear Alvarez Genovevo B △TE 5-0787
se cor Miatovich Michl △TE 5-3658
South C intersects
sw cor Villalovaz Louis J △ TE 5-0095
301 Alexander Benj E △TE 5-5346
303 Hernandez Ysidora V △TE 5-5541
305 Woodard Allen G
307 Kaku Harry ⓔ △TE 5-1347
309 Art's Garage auto repr △TE 5-0685
315 Garrett Nina E △TE 5-3403
317 Marks Arie Mrs △TE 5-0408
510 Gutierrez Robt ⓔ
Jefferson rd intersects
se cor South Sch △TE 5-2304
713 Deni Natali ⓔ △TE 5-1933
726 No return
877 Gonzales Rudolf ⓔ △TE 5-5074
Delfin Pasqual P
Osaki Frank
rear Moreno Martin △TE 5-5903
1015 Don's Radiator Shop △TE 5-3391
Phelps Richd O ⓓ △TE 5-1650
Oil intersects
1017 Vacant
5

OIL — From 500 W 6th south
Tidewater Associated Oil Co Pipe Line Div △TE 5-3723
Hammond Otis L
11

PARKER AV — From 230 W 11th north
1029 Reeve Milk Depot △TE 5-5467
1135 Vacant
1135 Gibson Carl C ⓔ
1138 Jacobson Melville S optom △TE 5-2140
1140 Jacobson Melville S ⓔ △TE 5-1827
1143 Spetter Margaret K Mrs △TE 5-1138
1145 Lea Robt H △TE 5-4031
W 12th intersects
1218 Windham Ethel M Mrs △TE 5-4537
1220 Vacant
1224 Kohland Pete △TE 5-4501
1225 Saudidge Mary Mrs ⓔ △TE 5-2679
1226 Williams Robt △TE 5-3747
1243 Ballard Nellie M Mrs ⓔ △ TE 5-1868
1245 McRoberts Margt Mrs
15
West Side Irrigation intersects
1319 Moore Tennyson O ⓔ △TE 5-4505
1337 Cox Golda C Mrs ⓔ △TE 5-2351

APPENDIX E

PHASE I ENVIRONMENTAL SITE ASSESSMENT
HAZARDOUS MATERIALS QUESTIONNAIRE

This questionnaire has been prepared by Condor Earth Technologies, Inc. (Preparer) by request of the prospective purchaser of the property. You are receiving this questionnaire because your property is being evaluated for potential hazardous materials pursuant to the due diligence process. In order to determine if hazardous materials may be present in soil, groundwater, or in building materials, all reasonably obtainable information must be solicited from persons knowledgeable about the history of the property. Hazardous materials include agricultural chemicals, petroleum products (oils and fuels), and unknown chemical spills. The questionnaire is voluntary on your part, as part of the customary practice we are conducting. Please respond to the best of your ability at your earliest convenience. When responding in the affirmative please circle or indicate property or adjoining property. To provide additional information, please describe reason for any affirmative answers on a separate sheet of paper. If you have questions, please contact Alex Dewitt at (209) 601-4631. Thank you for your attention to this matter.

	QUESTION	OBSERVED DURING SITE VISIT	OWNER	OCCUPANTS
1.	To the best of your knowledge, has the *property* or any *adjoining property* used for an industrial use presently or in the past?	Yes _____ No __X__ Unknown ____	Yes _____ No _____ Unknown ____	Yes _____ No __X__ Unknown ____
2.	To the best of your knowledge has the *property* or any *adjoining property* been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes _____ No __X__ Unknown ____	Yes _____ No _____ Unknown ____	Yes _____ No __X__ Unknown ____
3.	Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automobile or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the *property* or at the facility?	Yes _____ No __X__ Unknown ____	Yes _____ No _____ Unknown ____	Yes _____ No __X__ Unknown ____

Initials: _____

	QUESTION	OBSERVED DURING SITE VISIT	OWNER	OCCUPANTS
4.	Are there currently, or to the best of your knowledge have there been previously, any industrial *drums* (typically 55 gal [208 L]) or sacks of chemicals located on the property or at the facility?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
5.	Has *fill dirt* been brought onto the property that originated from a contaminated site or that is of an unknown origin?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
6.	Are there currently, or to the best of your knowledge have there been previously, any *pits, ponds, or lagoons* located on the *property* in connection with waste treatment or waste disposal?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
7.	Is there currently, or to the best of your knowledge have there been previously, any stained soil on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
8.	Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
9.	Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
10.	Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____

Initials: _____

	QUESTION	OBSERVED DURING SITE VISIT	OWNER	OCCUPANTS
11.	Are there currently, or to the best of your knowledge have there been previously, any wells pipes open to the subsurface, or sumps located on the property.	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
12.	Does the *owner* or *occupant* of the *property* have any knowledge of *environmental liens* or governmental notification relating to the past or recurrent violations of environmental laws with respect to the *property* or any facility located on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
13.	Has the *owner* or *occupant* of the *property* been informed of the past or current existence of *hazardous substances* or petroleum *products* or environmental violations with respect to the *property* or any facility located on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
14.	Does the *property* discharge wastewater on or adjacent to the *property* other than storm water into a sanitary sewer system?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
15.	To the best of you knowledge, have any *hazardous substances* or *petroleum products*, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the *property*?	Yes ____ No X Unknown ____	Yes ____ No ____ Unknown ____	Yes ____ No X Unknown ____
16.	Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCB's on the *property*? NO LABELS ON POLE-MOUNTED TRANSFORMERS NO SIGNS OF LEAKS	Yes ____ No ____ Unknown X	Yes ____ No ____ Unknown ____	Yes ____ No ____ Unknown X

Initials: _____

The **preparer** of this form must complete the following required information.

This questionnaire was completed by:

Name: E P

Title: _____

Firm: _____

Address: _____

_____

Phone Number: _____

Date: _____

If the preparer is different than the user, complete the following:

Name of User: _____

Address of User: _____

_____

Phone Number of User: _____

Relationship of Preparer to Site: _____

Relationship of Preparer to User

_____ Principal
_____ Employee
_____ Agent
_____ Consultant
_____ Other: _____

Preparer represents that to the best of his/her knowledge the above statements and facts are true and correct and to the best of his/her actual knowledge no material facts have been suppressed or misstated.

Date: _____ Name: Alex Dewitt

Title: EP

Initials: _____

ALL APPROPRIATE INQUIRY (AAI)
PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
USER QUESTIONNAIRE

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the user of the Phase 1 ESA must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. The user should provide the following information to the environmental professional. Failure to conduct these inquiries could result in determination that "all appropriate inquiries" is not complete.

I. GENERAL INFORMATION

Site Name: Tracy Homes

Address: 340 W. Fourth Street, Tracy, CA

Person Completing Questionnaire: Gerald "Chip" Jones

Company Name/Title: Housing Authority of the County of San Joaquin/Project Manager

Telephone Number: (209) 460-5000

Date of Completion: June 24, 2019

II. REQUIRED INFORMATION

1. Environmental liens that are filed or recorded against the *property* (40 CFR 312.25)

Did a search *of recorded land title records* (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law? Note 1: In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and Activity Use Limitations (AULs) be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

No.

2. Activity and land use limitation that are in place on the *property* or that have been filed or recorded against the *property* (40 CFR 312.26(a)(1)(v) and (vi)).

Did a search of *recorded land title* records (or judicial records where appropriate, see Note 1 above) identify any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law?

No.

3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the property or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

None other than noted by Environmental Professional

4. Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

Yes, there is no reduction in price due to environmental concerns.

5. Commonly known or *reasonably ascertainable* information about the *property* (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

(a.) Do you know the past uses of the *property*?
(b.) Do you know of specific chemicals that are present or once were present at the *property*?
(c.) Do you know of spills or other chemical releases that have taken place at the *property*?
(d.) Do you know of any environmental cleanups that have taken place at the *property*?

None other than noted by Environmental Professional

6. The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of releases at the *property*?

None

III. ADDITIONAL REQUESTED INFORMATION

The following information is intended to assist the environmental professional in preparing the Phase 1 ESA but is not necessarily required to qualify for one of the LLPs.

1. State the reason why this Phase 1 ESA is required/requested:

Residential property transaction/acquisition.

2. State the type of *property* and type of *property* transaction, for example, sale, purchase, exchange, etc.

Residential property sale.

3. State the complete and correct address for the *property* (a map or other documentation showing *property* location and boundaries is helpful, if not already provided):

   340 W. Fourth Street, Tracy, CA 95376 (APN 235-420-16)

4. State the scope of services desired for the Phase 1 ESA, including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of an AAI Phase 1 ESA are to be considered:

   ASTM Standard E 1527-13 Phase I ESA

5. Identify all parties, if known, who will rely on the Phase 1 ESA Report:

   Housing Authority of the County of San Joaquin

6. Identify the site contact and how the contact can be reached:

   Myself or Environmental Professional.

7. List any special terms and conditions which must be agreed upon by the *environmental professional*:

   None.

8. Provide any other knowledge or experience with the *property* that may be pertinent to the *environmental professional*, for example, copies of any available prior *environmental site assessment reports*, documents, correspondence, etc., concerning the *property* and its environmental condition:

   None.

Please return your completed questionnaire to:

Alex Dewitt, PG
Condor Earth Technologies, Inc.
188 Frank West Circle, Suite I
Stockton, CA 95206
209-234-0518
adewitt@condorearth.com

APPENDIX F

Proposal and Scope of Work
PHASE I ENVIRONMENTAL SITE ASSESSMENT

TRACY HOMES
340 W. FOURTH STREET
TRACY, CALIFORNIA

June 13, 2019
CET # 8079

INTRODUCTION

Condor Earth (Condor) will perform a Phase I Environmental Site Assessment (ESA) on properties located at 340 W. Fourth Street and 301 West Street, Tracy, California. The Phase I ESA will be conducted for Housing Authority of the County of San Joaquin (Client). The subject property comprises approximately 6.85 acres and is designated as Assessor's Parcel Number (APNs) 235-420-16 (Site). Condor will follow the guidelines set forth in Practice E 1527-13, *Standard of Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,* published November 2013, by the American Society for Testing and Materials (ASTM), hereinafter referred to as "the Standard." After completion, Condor will deliver a comprehensive Phase I ESA report to the Client for the Site.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

The purpose of each ASTM Phase I ESA is to assist the Client with appropriate inquiry into the previous ownership and uses of the property to satisfy this element of the *innocent landowner, contiguous property owner,* or *bona fide prospective purchaser* limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability: "*landowner liability protections*" or "*LLPs.*" It should be understood that a Phase I ESA is a preliminary investigation of the Site. In the event that hazardous substances are found during the course of a Phase I ESA, or if any conditions suggesting the possibility that such substances exist, Condor recommends that a Phase II ESA be performed to further investigate existing or potential contamination. Condor will perform the four tasks listed below, which include an historical research and records review, Site reconnaissance, limited interviews, and report preparation.

Task 1. Historical Records Review

The history of the Site will be reviewed to learn about permits granted, citations issued, uses of the Site, and properties immediately adjacent to the Site. Reasonably obtainable topographic maps, real estate maps, and aerial photos will also be reviewed to assess land uses at and near the Site. If the above records are not obtainable at a reasonable cost, Condor will inform the Client of their unavailability.

Records retained by federal, state, and local agencies for properties within an approximate minimum search distance (MSD) will be reviewed for potential environmental liability. Parallel with the Standard, only non-confidential, reasonably obtainable, and practically reviewable records will be reviewed.

Client's (User's) Responsibilities

According to the Standard, it is the end user's responsibility to identify the reason why the user wants to have the Phase I ESA performed; to report to Condor any identified activity and use limitations (AULs) or environmental liens (reasonably ascertainable Title and Judicial records); and to communicate any actual knowledge and/or any commonly known or reasonably ascertainable information of environmental liens or AULs, and any specialized knowledge or experience, in regards to recognized environmental conditions, the user is aware of **before** the site reconnaissance.

Provision of Helpful Documents
According to the Standard, the property owner, the key site manager, and/or the user shall make known to Condor if any helpful documents (listed below) are reasonably available (and any other documents applicable/relating to the current and historical environmental and use conditions of the site) for review **prior** to the site reconnaissance. The following list is not totally inclusive:

- Environmental site assessment and compliance audit reports;
- Environmental permits (wastewater, hazardous waste disposal, NPDES, etc.);
- Registrations for underground and aboveground storage tanks;
- Registrations for underground injection systems;
- Material safety data sheets;
- Community right-to-know plans;
- Safety and/or prevention plans;
- Hydrogeologic reports;
- Driller/well reports;
- Notices or correspondence from any governmental agencies in regards to violations of environmental laws or liens;
- Hazardous waste generator notices/reports;
- Geotechnical studies;
- Risk assessments; and
- Recorded activity and use limitations.

Task 2. Site Reconnaissance

A visit to the Site will be made and a current description of the Site, including existing observable structures, roads, potable water supply systems, sewage disposal systems, and uses of the Site will be developed. Observations will be made on the Site, along the periphery of the Site, along the periphery of all structures on the Site, and in all areas common to the Site and adjacent properties, to assess if conditions suggest that hazardous substances are present on, or might migrate to the Site. Consistent with the Standard, the observations made during the Site visits will be limited to visual and/or physical observations in these areas where practical and/or unobstructed. Obvious terrain characteristics of concern, such as areas of distressed vegetation, ground stains, landfills, and depressions will also be identified. If accessible, the interior of any structures on the Site will also be inspected. Observations of the properties located immediately adjacent to the Site will be made from the Site and from public right-of-ways to assess whether there exists on such properties, potential sources of regulated materials that could lead to adverse environmental impacts to the Site.

Upon request by the Client, Condor will orally report specific areas of environmental concern where testing and/or subsurface investigations are required or recommended.

Task 3. Interviews

Interviews will be conducted, if reasonably possible, with present and past owners of the Site, operators, and occupants (as applicable) familiar with the Site, to evaluate the nature and extent of current and past activities on the Site and on the properties in the vicinity of the Site. The Client will be responsible for securing permission for Condor to interview the aforementioned persons. If Condor is unable to contact the aforementioned persons for any reason, Condor will inform the Client. If reasonably obtainable, interviews will also be held with representatives of state and/or local agencies.

Task 4. Evaluation and Report Preparation

Condor will provide a summary of the key issues and observations to the Client in the form of an oral report, upon request. A written report of the findings of the assessment will be prepared upon completion of Tasks 1 through 3 for the Site. The report will include information to support the conclusions reached by Condor that relate to the environmental condition of the Site, and to the potential environmental liability, if any, imposed by the Site or by neighboring properties within the search area. The deliverables will include up to one hard copy and one electronic copy of the report. Additional hard copies can be included for additional fees if requested.

EXCLUSIONS FROM SCOPE OF WORK

Chain of Title

This scope of work excludes research into the title history of the Site. Condor has learned that its clients are better served by engaging a professional title company to complete research into the title history of a property. Condor will review the title history of the Site, if provided by the Client, as part of the Site use histories. In order to fully comply with the Standard, the Client should review reasonably ascertainable recorded land title records and lien records for environmental liens or activity and use limitations.

Other Non-CERCLA Considerations

There may be risks associated with some potential hazards at some properties that parties to a real estate transaction may elect to assess, even though the hazards are not included in CERCLA's definitions of hazardous substances and are not subject to incurrence of response costs under CERCLA. Those substances include, but are not necessarily limited to:

1. Asbestos,
2. Mold,
3. Radon, and
4. Lead-based paint

The scope of work for this assessment specifically recognizes that evaluation of these non-CERCLA substances is excluded from consideration. Condor is, however, willing to negotiate a modified scope of work and cost for this investigation if an evaluation for these substances is required.

SITE ACCESS AND SITE CONDITIONS

The Client will grant or obtain free access to the Site for all equipment and personnel necessary for Condor to perform the work set forth in this Scope of Work. The Client will notify any and all possessors of the project Site that the Client has granted Condor free access to the Site.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Condor agrees to notify the Client when unanticipated hazardous materials or suspected hazardous materials are encountered. The Client agrees to make any disclosures required by law to the appropriate governing agencies. The Client also agrees to hold Condor harmless for any and all consequences of disclosures made by Condor or the Client, which are required by governing law. In the event the project Site are not owned by the Client, the Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of this Scope of Work, the Client waives any claim against Condor and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Condor harmless from any claim, liability, and/or defense costs for injury or loss arising from Condor's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.

LIMITATIONS

The purpose of a Phase I ESA is not to prove that no hazardous materials are present at the Site, but it is intended to assist the Client with appropriate inquiry into the previous ownership and uses of the property to satisfy this element of the *LLPs* to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability. The use of an environmental professional will minimize and manage the risk of environmental difficulty, but it cannot completely eliminate the risk.

Condor will not warrant or certify that the Site is free of contaminants, because it is impossible to know if such a condition exists. Contaminants may be present in areas that are not accessible for inspection or sampling. Contaminants can migrate later into areas that are inspected or sampled during the ESA. A prudent and professional consultant can only supply an opinion and cannot certify that certain conditions exist when it is impossible to know that such conditions exist.

ESTIMATED SCHEDULE

Condor will commence Site assessment activities upon receipt of a signed contract for this work. Condor will complete the Scope of Work within three weeks. Every effort will be made to complete the assessment report as soon as possible.

X:\Project\8000_prj\8079 Housing Authority of SJ Tracy Homes Phase I ESA\Reports\App F Scope\scope.docx

APPENDIX G

GLOSSARY OF TERMS AND ACRONYMS

abandoned property – *property* that can be presumed to be deserted, or an intent to relinquish possession or control can be inferred from the general disrepair or lack of activity thereon such that a reasonable person could believe that there was an intent on the on the part of the current *owner* to surrender rights to the *property*.

activity and use limitations – legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to *hazardous substances* or *petroleum products* in the soil or groundwater on the *property*, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or *engineering controls*, are intended to prevent adverse impacts to individuals or populations that may be exposed to *hazardous substances* and *petroleum products* in the soil, soil vapor, groundwater, and/or surface water on the *property.*

actual knowledge - the knowledge actually possessed by an individual who is a real person, rather than an entity. Actual knowledge is to be distinguished from constructive knowledge, that is, knowledge imputed to an individual or entity.

adjoining properties - any real *property* or properties the border of which is contiguous or partially contiguous with that of the *property*, or that would be contiguous or partially contiguous with that of the *property* but for a street, road, or other thoroughfare separating them.

aerial photographs – photographs taken from an aerial platform with sufficient resolution to allow identification of development and activities of areas encompassing the *property*. *Aerial photographs* are often available from government agencies or private collections unique to a local area.

all appropriate inquiry – that inquiry constituting "*all appropriate inquiry* into the previous ownership and uses of the *property* consistent with good commercial or customary practice" as defined in CERCLA, 42 USC § 9601 (35)(B) that will qualify a party to a *commercial real estate transaction* for one of the threshold criteria for satisfying the *LLPs* to CERCLA, (42 USC §9601(A) and (B) and 9607(b)(3), §9607(q); and §9607(r)) liability assuming compliance with other elements of the defense.

antecedent environmental liabilities - Liabilities that arise from a problem that is solely the result of a previous third party's activities, and yet attach to a subsequent owner and/or operator of a property.

approximate minimum search distance – the area for which records must be obtained and reviewed pursuant to Section 8 subject to the limitations provided in that section. This may include areas outside the *property* and shall be measured from the nearest *property* boundary. This term is used in lieu of radius to include irregularly shaped properties.

bona fide prospective purchaser liability protection – (42 USC §9607(r)) – a person may qualify as a bona fide prospective purchaser if, among other requirements, such person made "all appropriate inquiries into the previous ownership and uses of the facility in accordance with generally accepted good commercial and customary standards and practices." Knowledge of contamination resulting from *all appropriate inquiry* would not generally preclude this liability protection. A person must make *all appropriate inquiries* on or before the date of purchase. The facility must have been purchased after January 11, 2002.

Brownfields Amendments – amendments to CERCLA pursuant to the Small Business Liability Relief and Brownfields Revitalization Act, Pub. L. No. 107-118 (2002), 42 USC §§9601 *et seq*.

building department records – those records of the local government in which the *property* is located indicating permission of the local government to construct, alter, or demolish improvements on the *property*.

business environmental risk – a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of *commercial real estate*, not necessarily limited to those environmental issues required to be investigated.

commercial real estate - any real *property* except a *dwelling* or *property* with no more than four *dwelling* units exclusively for residential use (except that a *dwelling* or *property* with no more than four *dwelling* units exclusively for residential use is included in this term when it has a commercial function, as in the building of such *dwellings* for profit). The term includes but is not limited to undeveloped real *property* and real *property* used for industrial, retail, office, agricultural, other commercial, medical, or educational purposes; *property* used for residential purposes that has more than four residential *dwelling* units; and *property* with no more than four *dwelling* units for residential use when it has a commercial function, as in the building of such *dwellings* for profit.

commercial real estate transaction – a transfer of title to or possession of real *property* or receipt of a security interest in real *property*, except that it dos not include transfer of title to or possession of real *property* with respect to an individual *dwelling* or building containing fewer than five *dwelling* units, nor does it include the purchase of a lot or lots to construct a *dwelling* for occupancy by a purchaser, but a *commercial real estate* transaction does include real *property* purchased or leased by persons or entities in the business of building or developing *dwelling* units.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) – the list of sites compiled by EPA that EPA has investigated or is currently investigating for potential *hazardous substance* contamination for possible inclusion on the *National Priorities List*.

construction debris – concrete, brick, asphalt, and other such building materials discarded in the construction of a building or other improvement to *property*.

contaminated public wells – public wells used for drinking water that have been designated by a government entity as contaminated by *hazardous substances* (for example, chlorinated *solvents*), or as having water unsafe to drink without treatment.

contiguous property owner liability protection – (42 USC §9607(q)) – a person may qualify for the *contiguous property owner liability protection* if, among other requirements, such person owns real *property* that is contiguous to, and that is or may be contaminated by *hazardous substances* from real *property* that is not owned by that person. Furthermore, such person conducted *all appropriate inquiry* at the time of acquisition of the *property* and did not know or have reason to know that the *property* was or could be contaminated by a release or threatened release from the contiguous *property*. The *all appropriate inquires* must not result in knowledge or contamination. If it does, then such person did "know" or "had reason to know" of contamination and would not be eligible for the *contiguous property owner liability protection*.

controlled recognized environmental condition – a *recognized environmental condition* resulting from a past *release* of *hazardous substances* or *petroleum products* that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with *hazardous substances* or *petroleum products* allowed to remain in place subject to the implementation of required controls (for example, *property* use restrictions, *activity and use limitations*, *institutional controls*, or *engineering controls*).

CORRACTS list – a list maintained by EPA of *hazardous waste* treatment, storage, or disposal facilities and other RCRA-regulated facilities (due to past interim status or storage of *hazardous waste* beyond 90 days) that have been notified by the US Environmental Protection Agency to undertake corrective action under RCRA. The *CORRACTS list* is a subset of the EPA database that manages RCRA data.

data failure – a failure to achieve the historical research objectives even after reviewing the *standard historical sources* that are *reasonably ascertainable* and likely to be useful.

data gap – a lack or inability to obtain information required despite *good faith* efforts by the *environmental professional* to gather information. *Data gaps* may result from incompleteness in and of the activities required by this practice, including, but not limited to *site reconnaissance* (for example, an inability to conduct the *site visit*), and *interviews* (for example, an inability to interview the *key site manager*, regulatory officials, etc.).

de minimis condition – a condition that generally does not present a threat to human health or the *environment* and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis conditions* are not *recognized environmental conditions* nor *controlled recognized environmental conditions.*

demolition debris – concrete, brick, asphalt, and other such building materials discarded in the demolition of a building or other improvement to *property*.

drum – a container (typically, but not necessarily, holding 55 gal (208 L) of liquid) that may be used to store *hazardous substances* or *petroleum products*.

dry wells – underground areas where soil has been removed and replaced with pea gravel, coarse sand, or large rocks. *Dry wells* are used for drainage, to control storm runoff, for the collection of spilled liquids (intentional and non-intentional) and *wastewater* disposal (often illegal).

due diligence - the process of inquiring into the environmental characteristics of a parcel of *commercial real estate* or other conditions, usually in connection with a *commercial real estate* transaction. The degree and kind of *due diligence* vary for different properties and differing purposes.

dwelling – structure or portion thereof used for residential habitation.

engineering controls (EC) – physical modifications to a site or facility (for example, capping, slurry walls, or point of use water treatment) to reduce or eliminate the potential for exposure to *hazardous substances* or *petroleum products* in the soil or groundwater on the *property*. *Engineering controls* are a type of activity and use limitation (AUL).

environmental compliance audit – the investigative process to determine if the operations of an existing facility are in compliance with applicable environmental laws and regulations. This term should not be

used to describe this practice, although an *environmental compliance audit* may include an *environmental site assessment* or, if prior audits are available, may be part of an *environmental site assessment*.

environmental lien – a charge, security, or encumbrance upon title to a *property* to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation of *hazardous substances* or *petroleum products* upon a *property*, including (but not limited to) liens imposed pursuant to CERCLA 42 USC §§9607(l) & 9607(r) and similar state or local laws.

environmental professional – a person meeting the education, training, and experience requirements as set forth in 40 CFR §312.10(b). The person may be an independent contractor or an employee of the *user*.

environmental site assessment (ESA) - the process by which a person or entity seeks to determine if a particular parcel of real *property* (including improvements) is subject to *recognized environmental conditions*. At the option of the *user*, an *environmental site assessment* may include more inquiry than that constituting *all appropriate inquiry* or, if the *user* is not concerned about qualifying for the *LLPs*, less inquiry than that constituting *all appropriate inquiries*. An *environmental site assessment* is both different from, and less rigorous than, an *environmental compliance audit*.

ERNS list – EPA's emergency response notification system list of reported CERCLA *hazardous substance releases* or spills in quantities greater than the reportable quantity, as maintained at the National Response Center. Notification requirements for such *releases* or spills are codified in 40 CFR Parts 302 and 355.

Federal Register, (FR) – publication of the United States government published daily (except for federal holidays and weekends) containing all proposed and final regulations and some other activities of the federal government. When regulations become final, they are included in the Code of Federal Regulations (CFR), as well as published in the *Federal Register*.

fill dirt – dirt, soil, sand, or other earth, that is obtained off-site, that is used to fill holes or depressions, create mounds, or otherwise artificially change the grade or elevation of real *property*. It does not include material that is used in limited quantities for normal landscaping activities.

fire insurance maps – maps produced for private fire insurance map companies that indicate uses of properties at specified dates and that encompass the *property*. These maps are often available at local libraries, historical societies, private resellers, or from the map companies who produced them.

good faith – the absence of any intention to seek an unfair advantage or to defraud another party; an honest and sincere intention to fulfill one's obligations in the conduct or transaction concerned.

hazardous substance - a substance defined as a hazardous substance pursuant to CERCLA 42 USC §9601(14), as interpreted by EPA regulations and the courts: "(A) any substance designated pursuant to section 1321(b)(2)(A) of Title 33, (B) any element, compound, mixture, solution, or substance designated pursuant to 9602 of this title, (C) any *hazardous waste* having the characteristics identified under or listed pursuant to section 3001 of the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, (42 USC §6921) (but not including any waste the regulation of which under RCRA (42 USC §§6901 *et seq.*) has been suspended by Act of Congress), (D) any toxic pollutant listed under section 1317(a) of Title 33, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 USC §7412), and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator (of EPA) has taken action pursuant to section 2606 of Title 15. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a

hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas)."

hazardous waste - any *hazardous waste* having the characteristics identified under or listed pursuant to Section 3001 of RCRA, as amended, (42 USC §6921) (but not including any waste the regulation of which under RCRA (42 USC §§6901 – 6992k) has been suspended by Act of Congress). RCRA is sometimes also identified as the Solid Waste Disposal Act. RCRA defines *hazardous waste*, at 42 USC §6903, as: "a solid waste, or combination of solid wastes, which because of it's quantity, concentration, or physical, chemical, or infectious characteristics may - (A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating illness; or (B) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed."

hazardous waste/contaminated sites – sites on which a release has occurred, or is suspected to have occurred, of any *hazardous substance*, *hazardous waste*, or *petroleum products*, and that *release* or suspected *release* has been reported to a government entity.

historical recognized environmental condition – a past *release* of any *hazardous substances* or *petroleum products* that has occurred in connection with the *property* and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the *property* to any required controls (for example, *property* use restrictions, *activity use limitations, institutional controls,* or *engineering controls*).

IC/EC registries – databases of *institutional controls* or *engineering controls* that may be maintained by a federal, state or local environmental agency for purposes of tracking sites that may contain residual contamination and AULs. The names of these may vary from program to program and state to state, and include terms such as Declaration of Environmental Use Restriction database (Arizona), list of "deed restrictions" (California), environmental real covenants list (Colorado), Brownfields site list (Indiana, Missouri) and the Pennsylvania Activity and Use Limitation (PA AUL) Registry.

innocent landowner defense – (42 USC §9601(35) and §9607(b)(3)) – a person may qualify as one of three types of innocent landowners: (i) a person who "did not know and had no reason to know" that contamination existed on the *property* at the time the purchaser acquired the *property*; (ii) a government entity which acquired the *property* by escheat, or through any other involuntary transfer of acquisition, or through the exercise of eminent domain authority by purchase or condemnation; and (iii) a person who "acquired the facility by inheritance or bequest." To qualify for the innocent landowner defense, such person must have made *all appropriate inquiries* on or before the date of purchase. Furthermore, the *all appropriate inquiries* must not have resulted in knowledge of the contamination. If it does, then such person did "know" or "had reason to know" of contamination and would not be eligible for the *innocent landowner defense*. There are other necessary requirements that are beyond the scope of ASTM E1527-13.

institutional controls (IC) – a legal or administrative restriction (for example, "deed restrictions," restrictive covenants, easements, or zoning) on the use of, or access to, a site or facility to *(1)* reduce or eliminate potential exposure to *hazardous substances* or *petroleum products* in the soil or groundwater on the property, or *(2)* to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. An *institutional control* is a type of *Activity and Use Limitation (AUL).*

interviews – those portions of this practice that address questions to be asked of past and present *owners, operators*, and *occupants* of the *property* and questions to be asked of local government officials.

key site manager – the person identified by the *owner* or *operator* of a *property* as having good knowledge of the uses and physical characteristics of the *property*.

landfill - a place, location, tract of land, area, or premises used for the disposal of solid wastes as defined by state solid waste regulations. The term is synonymous with the term *solid waste disposal site* and is also known as a garbage dump, trash dump, or similar term.

Landowner Liability Protections (LLPs) – *landowner liability protections* under CERCLA; these protections include the *bona fide prospective purchaser liability protection, contiguous property owner liability protection*, and *innocent landowner defense* from CERCLA liability. See 42 USC §§9601(35)(A), 9601(40), 9607(b), 9607(q), 9607(r).

local government agencies – those agencies of municipal or county government having jurisdiction over the *property*. Municipal and county governments include but are limited to cities, parishes, townships, and similar entities.

local street directories – directories published by private (or sometimes government) sources that show ownership, occupancy, and/or use of sites by reference to street addresses. Often *local street directories* are available at libraries, or historical societies, and/or local municipal offices.

LUST sites – state lists of leaking *underground storage tank* sites. RCRA gives EPA and states, under cooperative agreements with EPA, authority to clean up *releases* from UST systems or require *owners* and *operators* to do so (42 USC §6991b).

major occupants – those tenants, subtenants, or other persons or entities each of which uses at least 40% of the leasable area of the *property* or any anchor tenant when the *property* is a shopping center.

material safety data sheets (MSDS) – written or printed material concerning a *hazardous substance* which is prepared by chemical manufacturers, importers, and employers for hazardous chemicals pursuant to OSHA's Hazard Communication Standard, 29 CFR §1910.1200.

material threat – a physically observable or *obvious* threat which is reasonably likely to lead to a *release* that, in the opinion of the *environmental professional*, is threatening and might result in impact to public health or the environment. An example might include an aboveground storage tank system that contains a *hazardous substance* and which shows evidence of damage. The damage would represent a *material threat* if it is deemed serious enough that it may cause or contribute to tank integrity failure with a *release* of contents to the *environment*.

Migrate/migration – for the purposes of ASTM E1527-13 "migrate" and "migration" refers to the movement of *hazardous substances* or *petroleum products* in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in subsurface.

National Contingency Plan (NCP) – the National Oil and Hazardous Substances Pollution Contingency Plan, found at 40 CFR Part 300, that is the EPA's blueprint on how *hazardous substances* are to be cleaned up pursuant to CERCLA.

National Priorities List (NPL) – list compiled by the EPA pursuant to CERCLA 42 USC §9605(a)(8)(B) of properties with the highest priority for cleanup pursuant to EPA's Hazard Ranking System (40 CFR Part 300).

obvious – that which is plain or evident; a condition or fact that could not be ignored or overlooked by a reasonable observer while visually or physically observing the *property*.

occupants - those tenants, subtenants, or other persons or entities using the *property* or a portion of the *property*.

operator – the person responsible for the overall operation of a facility.

other historical sources – any source or sources that are credible to a reasonable person and that identify past uses of the *property*. The term includes, but is not limited to: miscellaneous maps, newspaper archives, internet sites, community organizations, local libraries, historical societies, current *owners* or *occupants* of neighboring properties, and records in the files and/or personal knowledge of the *property owner* and/or *occupants*.

owner - generally the fee *owner* of record of the *property*.

petroleum exclusion – the exclusion from CERCLA liability provided in 42 USC §9601(14), as interpreted by the courts and EPA: "the term (*hazardous substance*) does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as the *hazardous substance* under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas)."

petroleum products - those substances included within the meaning of the *petroleum exclusion* to CERCLA, 42 USC §9601(14), as interpreted by the courts and the EPA, that is: petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a *hazardous substance* under the Subparagraphs (A) through (F) of 42 USC §9601(14), natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). (The word fraction refers to certain distillates of crude oil, including gasoline, kerosene, diesel oil, jet fuels, and fuel oil, pursuant to Standard Definitions of Petroleum Statistics) (American Petroleum Institute, Fourth Edition, 1995.)

physical setting sources – sources that provide information about the geologic, hydrogeologic, hydrologic, or topographic characteristics of a *property*.

pits, ponds, or lagoons – man-made or natural depressions in a ground surface that are likely to hold liquids or sludge containing *hazardous substances* or *petroleum products*. The likelihood of such liquids or sludge being present is determined by evidence of factors associated with the pit, pond, or lagoon, including, but not limited to, discolored water, distressed vegetation, or the presence of an *obvious wastewater* discharge.

practically reviewable - information that is *practically reviewable* means that the information is provided by the source in a manner and in a form that, upon examination, yields information relevant to the *property* without the need for extraordinary analysis of irrelevant data. The form of the information shall be such that the *user* can review the records for a limited geographic area. Records that cannot be feasibly retrieved by reference to the location of the *property* or a geographic area in which the *property* is located

are not generally *practically reviewable*. Most databases of public records are *practically reviewable* if they can be obtained from the source agency by the county, city, zip code, or other geographic area of the facilities listed in the record system. Records that are sorted, filed, organized, or maintained by the source agency only chronologically are not generally *practically reviewable*. Listings in *publically available* records which do not have adequate address information to be located geographically are not generally considered *practically reviewable*. For large databases with numerous records (such as RCRA hazardous waste generators and registered *underground storage tanks*), the records are not *practically reviewable* unless they can be obtained from the source agency in the smaller geographic area of zip codes. Even when information is provided by zip code for some large databases, it is common for an unmanageable number of sites to be identified within a given zip code. In these cases, it is not necessary to review the impact of all of the sites that are likely to be listed in any give zip code because that information would not be *practically reviewable.* In other words, when so much data is generated that it cannot be feasibly reviewed for its impact on the *property*, it is not *practically reviewable*.

property - the real *property* that is the subject of the *environmental site assessment* described in this practice. Real *property* includes buildings and other fixtures and improvements located on the *property* and affixed to the land.

property tax files – the files kept for *property* tax purposes by the local jurisdiction where the *property* is located and may include records of past ownership, appraisals, maps, sketches, photos, or other information that is *reasonably ascertainable* and pertaining to the *property*.

publicly available - information that is *publicly available* means that the source of information allows access to the information by anyone upon request.

RCRA generators – those persons or entities that generate *hazardous wastes*, as defined and regulated by RCRA.

RCRA generators list – list kept by EPA of those persons or entities that generate *hazardous wastes* as defined and regulated by RCRA.

RCRA TSD facilities – those facilities on which treatment, storage, and/or disposal of *hazardous wastes* takes place, as defined and regulated by RCRA.

RCRA TSD facilities list – list kept by EPA of those facilities on which treatment, storage, and/or disposal of *hazardous wastes* takes place, as defined and regulated by RCRA.

reasonably ascertainable - information that is *(1) publicly available*, *(2)* obtainable from its source within reasonable time and cost restraints, and *(3) practically reviewable*.

recognized environmental conditions – the presence or likely presence of any *hazardous substances* or *petroleum products* in, on, or at a *property:* (1) due to release to the environment; (2) under conditions indicative of a *release* to the *environment*; or (3) under conditions that pose a *material threat* of future *release* to the *environment. De minimis conditions* are not *recognized environmental conditions.*

recorded land title records – records of historical fee ownership, which may include leases, land contracts, and AULs on or of the *property* recorded in the place where land title records are, by law or custom, recorded for the local jurisdiction in which the *property* is located. (Often such records are kept by a municipal or county recorder or clerk.) Such records may be obtained from title companies or directly from the local government agency. Information about the title to the *property* that is recorded in a

US district court or any place other than where land title records are, by law or custom, recorded for the local jurisdiction in which the *property* is located, are not considered part of *recorded land title records*.

records of emergency release notifications EPCRA – (42 USC §11004) – requires *operators* of facilities to notify their local emergency planning committee (as defined in EPCRA) and state emergency response commission (as defined in EPCRA) of any *release* beyond the facility's boundary of any reportable quantity of any extremely *hazardous substance*. Often the local fire department is the local emergency planning committee. Records of such notifications are "Records of Emergency Release Notifications" (42 USC 11004).

records review – that part that is contained in Section 8 of ASTM E1527-13 that addresses which records shall or may be reviewed.

report – the written *report* prepared by the *environmental professional* and constituting part of a "*Phase I Environmental Site Assessment*," as required by this practice.

site reconnaissance – in connection with the *site visit*. The *site reconnaissance* includes, but is not limited to, the *site visit* done in connection with such a *Phase I Environmental Site Assessment*.

site visit – the visit to the *property* during which observations are made constituting the *site reconnaissance*.

solid waste disposal site - a place, location, tract of land, area, or premises used for the disposal of solid wastes as defined by state solid waste regulations. The term is synonymous with the term *landfill* and is also known as a garbage dump, trash dump, or similar term.

solvent – a chemical compound that is capable of dissolving another substance and may itself be a *hazardous substance*, used in a number of manufacturing/industrial processes including but not limited to the manufacture of paints and coatings for industrial and household purposes, equipment clean-up, and surface degreasing in metal fabricating industries.

standard environmental record sources – those records specified in 8.2.1 of ASTM E1527-13.

standard historical sources - those sources of information about the history of uses of property specified in the Records Review Section of the *Phase I Environmental Site Assessment* report.

standard physical setting source – a current *USGS 7.5 Minute Topographic Map* (if any) showing the area on which the *property* is located.

Standard practice – the activities set forth in ASTM E1527-13.

standard sources – sources of environmental, physical setting, or historical records.

state registered USTs – state lists of *underground storage tanks* required under Subtitle I, Section 9002 of RCRA.

sump – a pit, cistern, cesspool, or similar receptacle where liquids drain, collect, or are stored.

TSD facility – treatment, storage, or disposal facility.

underground injection – the emplacement or discharge of fluids into the subsurface by means of a well, improved sinkhole, sewage drain hole, subsurface fluid distribution system or other system, or groundwater point source.

underground storage tank (UST) – any tank, including underground piping connected to the tank, that is or has been used to contain *hazardous substances* or *petroleum products* and the volume of which is 10% or more beneath the surface of the ground.

user – the party seeking to use Practice E1527 to complete an *environmental site assessment* of the *property.* A *user* may include, without limitation, a potential purchaser of *property*, a potential tenant of *property*, an *owner* of *property*, a lender, or a *property* manager. The *user* has specific obligations for completing a successful application of this practice.

USGS 7.5 Minute Topographic Map – the map (if any) available from or produced by the United States Geological Survey, entitled "*USGS 7.5 Minute Topographic Map*," and showing the *property*.

visually and/or physically observed – during a *site visit* pursuant to this practice, this term means observations made by vision while walking through a *property* and the structures located on it and observations made by the sense of smell, particularly observations of noxious or foul odors. The term "walking through" is not meant to imply that disabled persons who cannot physically walk may not conduct a *site visit*; they may do so by the means at their disposal for moving through the *property* and the structures located on it.

wastewater - water that *(1)* is or has been used in an industrial or manufacturing process, *(2)* conveys or has conveyed sewage, or *(3)* is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant. *Wastewater* does not include water originating on or passing through or adjacent to a site, such as stormwater flows, that has not been used in industrial or manufacturing processes, has not been combined with sewage, or is not directly related to manufacturing, processing, or raw materials storage areas at an industrial plant.

zoning/land use records – those records of the local government in which the *property* is located indicating the uses permitted by the local government in particular zones within its jurisdiction. The records may consist of maps and/or written records. They are often located in the planning department of a municipality or county.

Other Acronyms:

AST – Aboveground Storage Tank

AULs – *Activity and Use Limitations*

CERCLA - Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended, 42 USC §§9601 *et seq.*)

CERCLIS – Comprehensive Environmental Response, Compensation and Liability Information System (maintained by EPA)

CFR – Code of Federal Regulations

CORRACTS – facilities subject to Corrective Action under RCRA

DTSC – Department of Toxic Substances Control – California EPA

EPA – United States Environmental Protection Agency

EPCRA – Emergency Planning and Community Right to Know Act ((also known as SARA Title III), 42 USC §§11001-11050 *et seq.*

ERNS – emergency response notification system

ESA – Environmental Site Assessment (different than an *environmental compliance audit*)

FOIA – US Freedom of Information Act (5 USC §552 as amended by Public Law No. 104-231, 110 Stat.)

FR – Federal Register

ICs – *Institutional Controls*

LLP – Landowner Liability Protections under the *Brownfields Amendments*

LUST – Leaking Underground Storage Tank

MSDS – Material Safety Data Sheet

NCP – National Contingency Plan

NFRAP – former CRECLIS sites where no further remedial action is planned under CERCLA

NPDES – National Pollutant Discharge Elimination System

NPL – National Priorities List

PCBs – polychlorinated biphenyls

PRP – Potentially Responsible Party (pursuant to CERCLA 42 USC §9607(a))

RCRA – Resource Conservation and Recovery Act (as amended, 42 USC §§6901 *et seq*.)

SARA – Superfund Amendments and Reauthorization Act of 1986 (amendment to CERCLA)

TSDF – *hazardous waste* treatment, storage or disposal facility

USC – United States Code

USGS – United States Geological Survey

UST – Underground Storage Tank

K. Relocation Plan

If the Project involves temporary or permanent relocation of residential or commercial tenants, please provide a narrative Relocation Plan and Relocation Budget. The Relocation Plan should include:

- A description of the applicable relocation requirements and relocation benefits to be provided;
- A cost estimate of relocation expenses;
- Identification of the number of households or businesses to be displaced;
- The current rent roll; and
- A description of the proposed advisory services that will be provided to the displaced households/businesses.

All relocation plans must comply with applicable federal and state regulations.

HACSJ has 60 occupied units within the 6.85 acres of Tracy Homes proposed for this project and will comply with all requirements including the Uniform Relocation Act (URA), California Relocation Assistance Law (CRAL) and the California Relocation Assistance Guidelines. HACSJ has experience with processes for permanent and temporary relocation. The relocation process for Tracy Homes will be similar to the successful relocation efforts HACSJ developed for its other affordable housing properties currently under construction, Sierra Vista I and Sierra Vista II. (110 relocated families to date)

A formal relocation plan will be developed, presented for public review and comment and then presented to Tracy Apartments Phase I may temporarily or permanently displace these 60 households, the developer will utilize HACSJ and federal funds, a relocation plan will be developed under the federal URA, the California Relocation Assistance Law (CRAL) the California Relocation Assistance Guidelines and any other applicable requirement.

Relocation planning, needs assessments, and advisory services will include:

- Early resident outreach through a series of informational community meetings.
- Analysis of existing data including family demographics and preliminary assessments of special needs.
- Resident interviews will be conducted for each household to provide additional information, evaluate needs, address concerns and further educate families on the process
- Ongoing communication with families including advisory services on available units, assisting with utility connects, prepare moving vouchers, assist with rental applications, credit checks, and other documents.

All households will be assessed to ascertain their replacement housing needs, locations they will consider and other information to assist in locating appropriate replacement housing. HACSJ will provide assistance to all households to locate and secure a suitable replacement housing unit. These efforts will include, but are not limited to, providing referrals, assisting in the rental application process and coordinating transportation where needed. No households will be displaced by the relocation process until a suitable unit has been located and offered for occupancy.

HACSJ must offer each displaced household comparable housing. Such comparable housing might include a Housing Choice Voucher, a Low Income Public Housing unit where such units are available or an alternative assisted housing at a rental rate that is comparable to the rental rate applicable to the unit which the household presently occupies. Residents are also entitled to a payment of actual or reasonable relocation expenses and eligible to receive relocation advisory services.

The estimated costs for relocation for the residents affected by Tracy Apartments Phase I is $750,000 and these expenses will be incorporated in the project budget and paid for through the development budget. The table below itemizes the relocation budget by category:

Cost Category	Estimated Cost
Estimated Replacement Housing Payments	$250,000.00
Moving Cost	$150,000.00
Security Deposit Assistance	$125,000.00
Application Fees	$ 25,000.00
Incidental Moving Costs (Transfer Fees)	$ 25,000.00
Relocation Specialist	$100,000.00
Sub-total	$675,000.00
Contingency	$ 75,000.00
Total Estimate - Tenant Relocation	$750,000.00

A July 2019 rent roll is included in this section.

Tracy Homes

Rent Roll

Unit Code	Tenant Code	Tenant Rent	Security Deposit
312SOUTC	t0000182	$268	$500
321WESTC	t0000408	$516	$300
302WESTC	t0000409	$501	$300
317MTDIA	t0000414	$175	$300
300WESTC	t0000434	$63	$300
7WESTST	t0000475	$426	$300
315MTDIA	t0000516	$119	$500
23WESTS	t0000517	$665	$500
9WESTST	t0000527	$754	$500
305WESTC	t0000545	$414	$500
17WESTS	t0000552	$0	$500
304WESTC	t0000560	$0	$500
324WESTC	t0000569	$494	$600
303MTDIA	t0000572	$176	$800
300SOUTC	t0000735	$197	$500
306WESTC	t0000785	$911	$500
319WESTC	t0006584	$112	$500
301WESTC	t0006614	$13	$500
313WESTC	t0006754	$13	$500
326WESTC	t0007610	$232	$800
301WESTS	t0007952	$539	$500
1WESTST	t0008807	$147	$500
316SOUTC	t0008872	$458	$500
311WESTC	t0008913	$652	$500
318WESTC	t0008931	$384	$1,100
307WESTC	t0009304	$1,010	$500
317WESTC	t0009628	$35	$800
303SOUTC	t0011935	$0	$500
301SOUTC	t0011943	$206	$500
303WESTC	t0012008	$215	$500
317SOUTC	t0012093	$0	$500
13WESTS	t0013163	$32	$500
315WESTC	t0013647	$129	$800
11WESTS	t0013824	$358	$500
310WESTC	t0014110	$200	$500
330WESTC	t0014233	$155	$500
328WESTC	t0014360	$155	$300
308WESTC	t0014446	$419	$500
322WESTC	t0014760	$484	$500
21WESTS	t0015271	$228	$300
301MTDIA	t0015728	$665	$500
3WESTSTR	t0016227	$644	$500
310SOUTC	t0016520	$97	$500
325WESTC	t0016586	$192	$500
314WESTC	t0016587	$133	$500
309WESTC	t0016671	$651	$500
305MTDIA	t0016676	$127	$500

Tracy Homes

Rent Roll

Unit Code	Tenant Code	Tenant Rent	Security Deposit
312WESTC	t0017912	$3	$500
315SOUTC	t0017972	$422	$500
320WESTC	t0018072	$665	$500
15WESTS	t0018170	$210	$500
323WESTC	t0018215	$173	$500
5WESTSTR	t0018226	$188	$300
313SOUTC	t0018687	$1,000	$800
303WESTS	t0018737	$234	$500
302SOUTC	t0019549	$0	$500
314SOUTC	t0019563	$258	$800
311SOUTC	t0020183	$170	$500
19WESTS	t0036317	$56	$500

L. Community Outreach Plan

Provide a plan for conducting community outreach to neighbors of the proposed Project and community groups. The outreach plan should describe how the Applicant intends to build support for the Project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.

HACSJ, in its over seventy years as a community partner, recognizes the impact that housing and its repositioning can have on any community. Therefore, community engagement will be imperative and ongoing as HACSJ finalizes plans and constructs Tracy Apartments Phase I. HACSJ's community outreach plan will be multifaceted intending to reach stakeholders the largest audience including neighbors of the project and local community groups.

Community meetings will be held with key stakeholders and community leaders to provide information about Tracy Apartments Phase I. Current residents of Tracy Homes, neighbors and community groups will be invited to a series of meetings aimed at facilitating dialogue and information sharing. The meetings will consist of a comprehensive presentation of the Tracy Apartments Phase I project, provide valuable information on the proposed housing, timelines for and impact of construction, occupancy requirements and amenities and services to be provided at the property. The meetings are also opportunities for current residents, future residents and members of the public to receive comprehensive information, ask questions and express any feedback.

HACSJ will periodically produce public FAQs, factsheets and flyers related to the Tracy Apartments Phase I project to be distributed at the community meetings and available for interested parties that were not able to attend one of the meetings. Additionally, HACSJ will utilize our website and social media presence as a tool to relay information about the project, including updates to the timeline. Providing information in a variety of modalities will ensure a range of clear information delivery.

Anticipated questions and concerns include:

- Tenant relocation process and timeline
- Will current residents have the right to return?
- Construction timelines and noise
- Tenant screening

HACSJ will strive to address these concerns during the community meetings, through one on one meetings with individuals when appropriate, through press releases and social media blitzes and with written materials as developed and presented to respond to concerns. HACSJ also plans to have local community leaders present at meetings to demonstrate support for the project especially in anticipation of the proposed Tri-Valley Rail project.

HACSJ employs personnel and may contract with firms with relocation experience to compliment and assist in tenant relocation and leasing activities. In addition, Tracy Apartments Phase I will assign a Project Manager. As a single point of contact, residents can be assured of responsiveness and a quality experience. Contact information for HACSJ's assigned employees, relevant developer team members and the assigned Project Manager will be publicized on all literature and social media outlets associated with the project.

M. Residential Services Plan

If applicable, provide a residential services plan that describes services to be provided to tenants (childcare, computer training, etc.) and demonstrate how supportive services for the tenant population will be provided and funded. The plan should also show funding commitments for services.

HACSJ has experience in developing and implementing a residential service plan during Sierra Vista Phase I and II. Tracy Apartments Phase I's residential service plan include the following: self-sufficiency and training programs will be provided on-site to the residents of Tracy Apartments Phase I; after school programs are planned which will include tutoring, mentoring, homework club, art and recreational activities; adult services will include educational, health and wellness, or skill building classes to the residents of the Property; and adult classes will be offered dependent on needs but usually include computer training, financial literacy, job seeking skills, and resume building. Additional needs will be determined and addressed through service coordination through HACSJ's ROSS Service Coordinator grant. Previous services provided to the residents of Tracy Homes and anticipated to continue with the new development include:

- Driver's license test study group
- Home loan counseling
- Financial literacy
- Building healthy habits
- Basic computer skills
- Employment readiness
- Active parenting

Recently, HACSJ partnered with the Tracy Police Activity League and provided a boxing gym dedicated to train and shape Tracy's youth. This relationship will continue as HACSJ is committed to providing a similar gym within the new development.

HACSJ is budgeting $47,400 per year plus inflation for service delivery to the residents.

N. Project Schedule

Provide a preliminary Project schedule identifying the estimated date of achieving key milestones including: securing of all financing commitments, acquisition of the site, start of construction, completion of construction, and lease-up and stabilization of residential and commercial operations (if applicable). Project schedule should start within 30 days of date the **Applicant's project is selected.**

The schedule below for Tracy Apartments Phase I identifies estimated dates for key milestones beginning 30 days from project selection with a placed in service date by July 2022.

Development Schedule

A. Required Approvals Necessary to Begin Construction

	Approval Dates		
	Application Submittal	Estimated Approval	Actual Approval
Negative Declaration under CEQA	10/1/2019	1/15/2020	
NEPA	10/1/2019	1/15/2020	
Toxic Report	10/1/2019	1/15/2020	
Soils Report	6/1/2020	8/15/2020	
Coastal Commission Approval	N/A	N/A	
Article 34 of State Constitution	1/15/2020	3/1/2020	
Site Plan	12/1/2019	2/1/2020	
Conditional Use Permit Approved or Required	N/A	N/A	
Variance Approved or Required	N/A	N/A	
Other Discretionary Reviews and Approvals	N/A	N/A	

	Project and Site Information
Current Land Use Designation	MDR (Meduim Density Residential)
Current Zoning and Maximum Density	5.9 to 12 Units per Gross Acre
Proposed Zoning and Maximum Density	Possible discussions with City regarding Density Bonus to increase project size

B. Development Timetable

		Actual or Scheduled		
		Month	/	Year
SITE	Environmental Review Completed	3	/	2020
	Site Acquired	2	/	1952
LOCAL PERMITS	Conditional Use Permit	N/A	/	N/A
	Variance	10	/	2019
	Site Plan Review	12	/	2019
	Grading Permit	12	/	2020
	Building Permit	12	/	2020
CONSTRUCTION FINANCING	Loan Application	7	/	2020
	Enforceable Commitment	10	/	2020
	Closing and Disbursement	12	/	2020
PERMANENT FINANCING	Loan Application	7	/	2020
	Enforceable Commitment	11	/	2020
	Closing and Disbursement	2	/	2022
OTHER LOANS AND GRANTS	Type and Source: City Of Tracy	10	/	2020
	Application	7	/	2019
	Closing or Award	11	/	2019
CTCAC Milestones	10% of Costs Incurred	10	/	2020
	Construction Start	12	/	2020
	Construction Completion	6	/	2022
	Placed In Service	7	/	2022
	Occupancy of All Tax Credit Units	12	/	2022

HACSJ
HOUSING AUTHORITY
COUNTY OF SAN JOAQUIN

Narrative – Tracy Homes

In July 2019, HACSJ responded to the City's Affordable Housing Development RFP with a proposal to redevelop its 60 units of 77-year-old Tracy Homes. Since the submittal of the proposal and after further discussion with the City, HACSJ has revised its development plan to best accommodate the obsolescence of the current units and serving the City's growing need for affordable units across all demographics. The modern, energy-efficient design contemplates better land use allowing for future flexibility.

Collaboratively, the HACSJ is committed to helping the City of Tracy meet its affordable housing needs. To facilitate a competitive application for Low Income Housing Tax Credits, HACSJ will be contributing $1.5 million into this development as well as public housing, project-based voucher subsidies, and HACSJ owned land.

The original proposal submitted to the City of Tracy in July 2019 contemplated 80 to 100 multi-family units. The modified proposal consists of 60 units on a portion of the 6.74 parcel and 20 units of scattered housing for larger 3 and 4 bedroom family units is on existing HACSJ property adjacent to the site. The modified proposal would leave available land for shared amenities, such as a shared/communal space for recreation, as well as the addition of a senior-only development on the southern end of the property. Creative land use and design will allow for serving more low and moderate income families and seniors.

Tracy Homes development currently consists of 60 on-site and 17 scattered-site, obsolete public housing units constructed in the 1950s and 1970s. Redevelopment of this property will increase the surrounding property value by replacing the aging and outdated units with new, modern, and energy-efficient units. The project will provide 79 units to low-income families, with below 60% AMI levels. Its unit mix will consist of 10 one-bedroom units, 26 two-bedroom units, 29 three-bedroom units, and 14 four-bedroom units, and one three-bedroom manager's unit. The development of these units will address the rent cost burden facing renters in the City of Tracy. In San Joaquin County, 76% of Extremely Low-Income households are paying more than half of their income on housing costs compared to 3% of moderate-income households. San Joaquin county currently needs 25,489 more affordable rental homes to meet the current demand.

The financial model for this project currently has a $1,106,386 gap in funding $40,793,800. HACSJ would like to discuss options with the City of Tracy for best practices in developing the most competitive application for complementary funding.

0

HACSJ Eastern Tracy - single, duplex & quadplex concepts

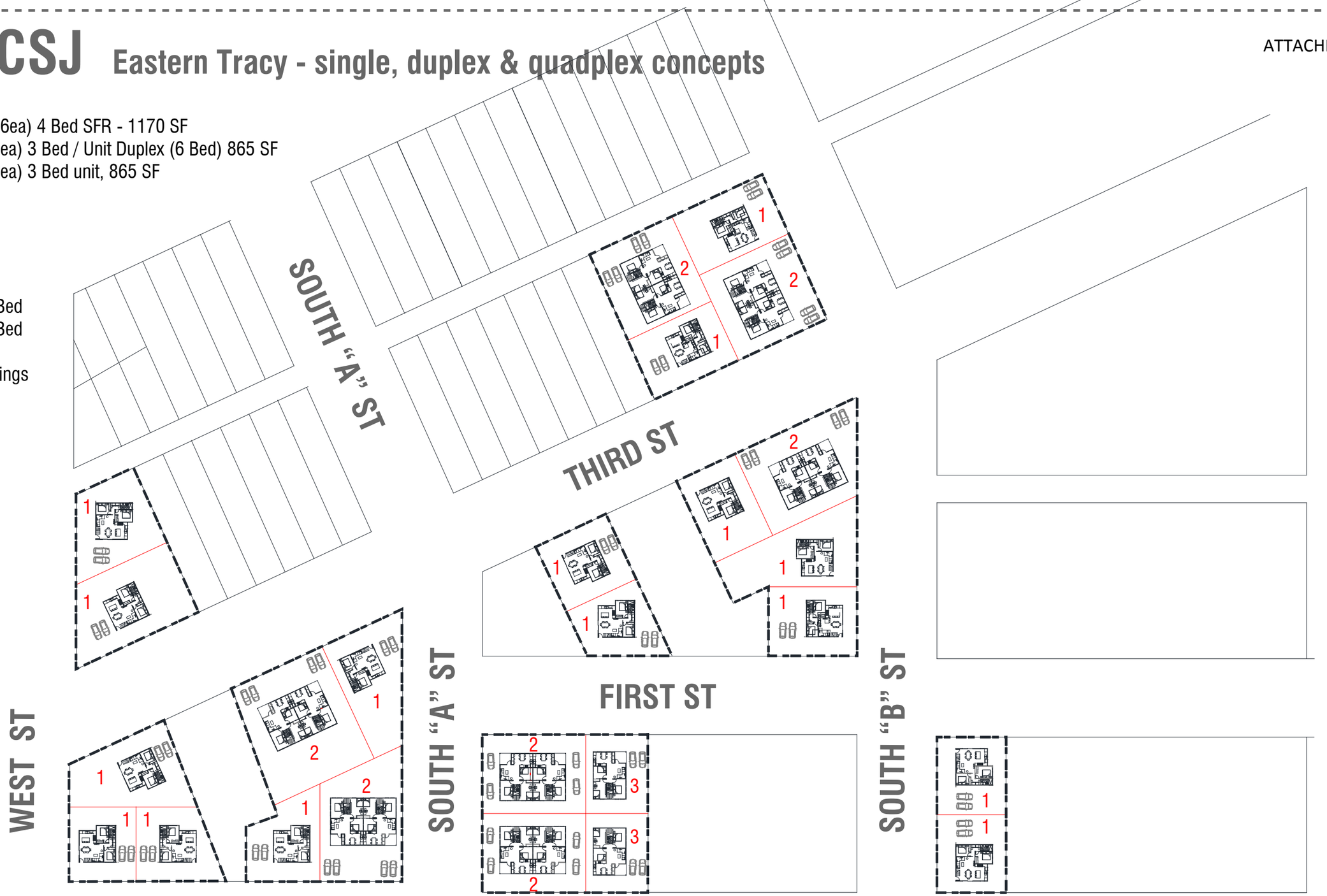
ATTACHMENT B

1. (16ea) 4 Bed SFR - 1170 SF
2. (7ea) 3 Bed / Unit Duplex (6 Bed) 865 SF
3. (2ea) 3 Bed unit, 865 SF

Total:

16 ea 4 Bed
16 ea 3 Bed

32 Dwellings



MAP 235-08

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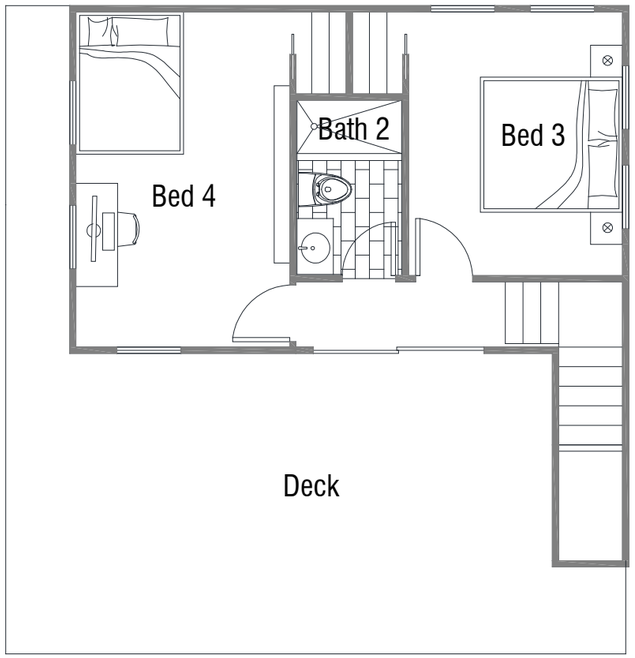
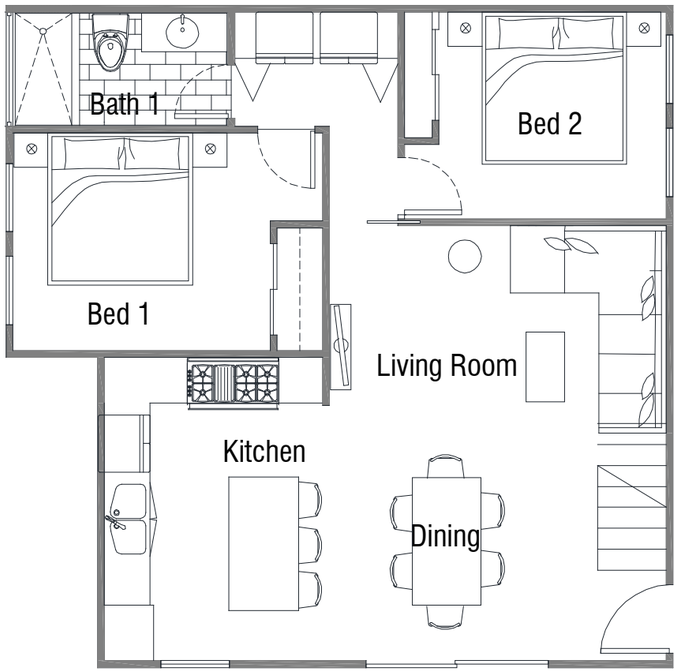
HACSJ Eastern Tracy - single, duplex & quadplex concept

Singel family residence - concept

HACSJ Eastern Tracy - single, duplex & quadplex concept



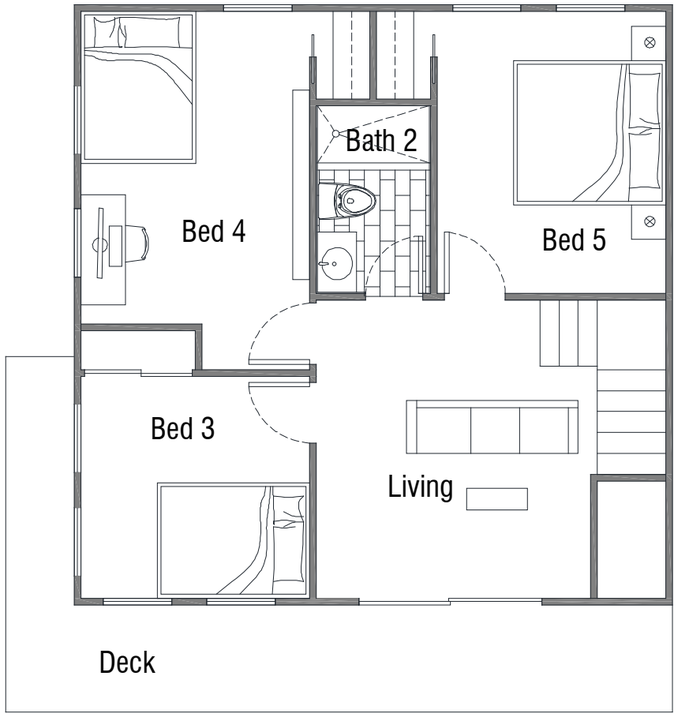
Second level



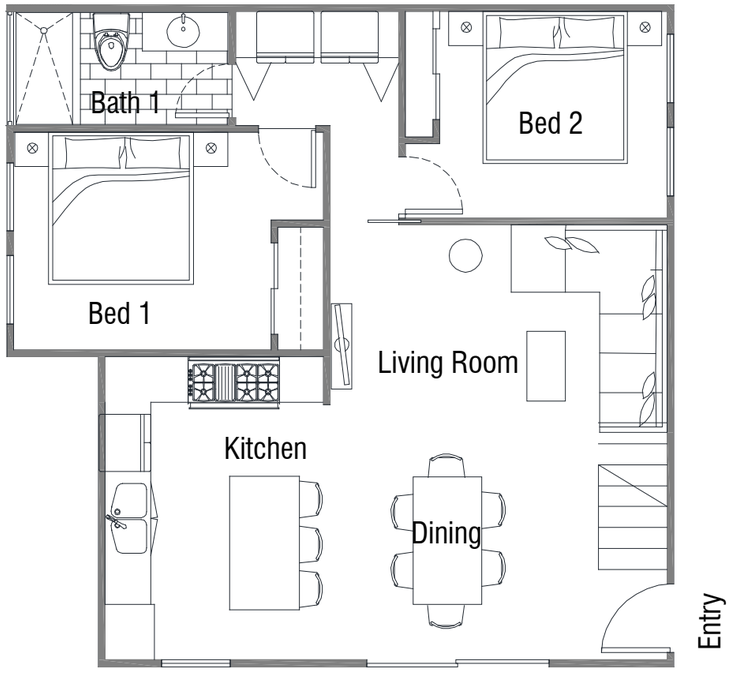
First level

Single family residence - concept
1170 SF 4 bed dwelling

HACSJ Eastern Tracy - single, duplex & quadplex concept



Second level



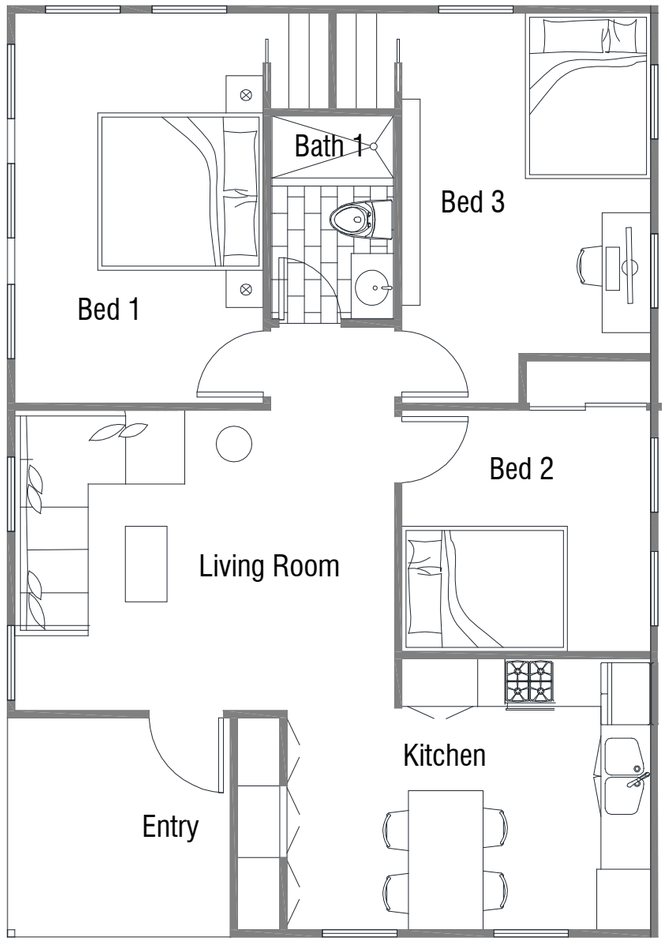
First level

Singel family residence - concept
1378 SF 5 bed dwelling as shown

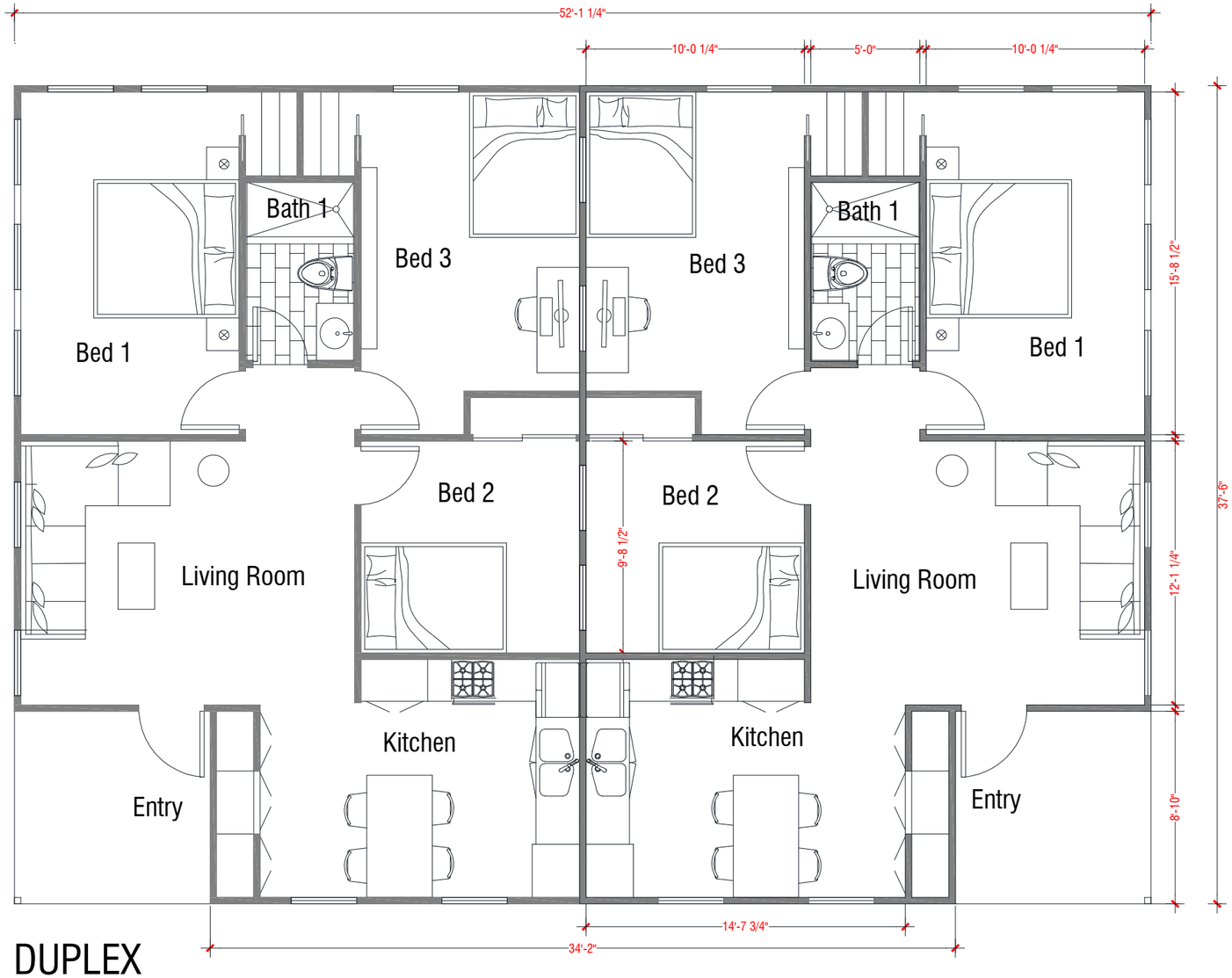
HACSJ Eastern Tracy - single, duplex & quadplex concept

Duplex - concept
2 ea, 865 SF, 3 Bed dwellings

HACSJ Eastern Tracy - single, duplex & quadplex concept



SFR



DUPLEX

Single & Duplex - concept
1 & 2ea 865 SF, 3 Bed, dwellings

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LEGEND:

- PATIOS
- CIRCULATION PATH
- COMMON AREA
- UTILITY ROOM
- RESIDENTIAL UNITS OVER PARKING
- BIOSWALE

PROJECT SUMMARY:

COMMUNITY CENTER

• GROSS AREA	36,958 SQ FT
• ON SITE SURFACE PARKING	146

FAMILY LIVING

• DWELLING UNITS	
• 3 BEDROOM UNITS	22
• 2 BEDROOM UNITS	23
• 1 BEDROOM UNITS	18
TOTAL FAMILY UNITS =	63
• PARKING	
• ON SITE SURFACE LOTS	25
• ON SITE COVERED	56
TOTAL ON SITE FAMILY PARKING =	81

SENIOR LIVING

• DWELLING UNITS	
• 2 BEDROOM UNITS	17
• 1 BEDROOM UNITS	85
TOTAL SENIOR UNITS =	102
• PARKING	
• ON SITE SURFACE LOTS	20
• ON SITE COVERED	28
TOTAL ON SITE SENIOR PARKING =	48

SITE

• SITE AREA	6.7 ACRES
• OFF SITE STREET PARKING	61

Project Summary / Calculation Page

2019 CTCAC
9%
3/23/2020

Project Name:	**Tracy Redevelopment**		
City/County:	Tracy (San Joaquin)		
Census Tract:			
Rural?:	No	enter Yes or No	
HCA?:	Yes	enter Yes or No	**No If using State/HOME**
Market Rate units?	No	enter Yes or No	
State Credits?	No	enter Yes or No	**State Credit Cap**
At-Risk?	No	enter Yes if At-Risk Acquisition & State Credits Only	
Total Units	80		**None**
SqFt	85,800		
$ per SqFt	475.45		
Tiebreaker Ratio	**48.56368%**	**$7,800,000**	Voluntary Reduction
Target	**Large Family**	Enter Family, Senior, etc	
# of BR	**209**		
Cost per unit	**$509,922**	**$344,350**	Hardcost per unit

2017

Average Rent Calculation

Unit	No.	Gross Rents	TC 60% (Max)	Rent Level	
Studio	0	$367	$734	30.00%	**0.00%**
Studio	0	$428	$734	35.00%	**0.00%**
Studio	0	$490	$734	40.00%	**0.00%**
Studio	0	$551	$734	45.00%	**0.00%**
Studio	0	$612	$734	50.00%	**0.00%**
Studio	0	$673	$734	55.00%	**0.00%**
Studio	0	$734	$734	60.00%	**0.00%**
1BR PH ACC	2	$597	$787	30.00%	**2.53%**
1BR PH ACC	1	$597	$787	30.00%	**1.27%**
1BR	2	$525	$787	40.00%	**2.53%**
1BR	0	$590	$787	45.00%	**0.00%**
1BR	3	$656	$787	50.00%	**3.80%**
1BR	0	$722	$787	55.00%	**0.00%**
1BR	2	$787	$787	60.00%	**2.53%**
2BR PH ACC	2	$631	$944	30.00%	**2.53%**
2BR PH ACC	1	$631	$944	30.00%	**1.27%**
2BR	9	$630	$944	40.00%	**11.39%**
2BR	0	$708	$944	45.00%	**0.00%**
2BR	9	$787	$944	50.00%	**11.39%**
2BR	0	$866	$944	55.00%	**0.00%**
2BR	5	$944	$944	60.00%	**6.33%**
3BR PH ACC	2	$663	$1,092	30.00%	**2.53%**
3BR	0	$637	$1,092	35.00%	**0.00%**
3BR	15	$728	$1,092	40.00%	**18.99%**
3BR	0	$819	$1,092	45.00%	**0.00%**
3BR	8	$910	$1,092	50.00%	**10.13%**
3BR	0	$1,001	$1,092	55.00%	**0.00%**
3BR	4	$1,092	$1,092	60.00%	**5.06%**
4BR PH ACC	2	$697	$1,218	30.00%	**2.53%**
4BR	0	$711	$1,218	35.00%	**0.00%**
4BR	4	$812	$1,218	40.00%	**5.06%**
4BR	0	$914	$1,218	45.00%	**0.00%**
4BR	4	$1,015	$1,218	50.00%	**5.06%**
4BR	0	$1,117	$1,218	55.00%	**0.00%**
4BR	4	$1,218	$1,218	60.00%	**5.06%**
Unit Subtotal	79				**100.00%**
4BR	1	0	Average Rents:		
Unit Total	80				

Util. Allowances

Unit Type	Amt.	Sq Footage	Total SQ FT
0BR	0		0
1BR	97	600	6000
2BR	131	750	19500
3BR	163	1200	34800
4BR	197	1500	22500
Community Room		3000	3000
		Total SQ FT	85800

Services calculation

Unit	No.	Services	
Studio	0	$75	$0
1BR	20	$75	$1,500
2BR	20	$75	$1,500
3BR	20	$75	$1,500
4BR	19	$75	$1,425
Admin			
Unit Subtotal	79	$375	
			$5,925
		Annual	$71,100

SHORTFALL CALCULATION

35,548,620	Requested Basis
130.00%	HCA Factor
46,213,206	Adjusted Basis
100.00%	Less Market (enter rate if not 80%)
46,213,206	**Qualified Basis**
7,800,000	**0% Credit Reduction**
38,413,206	**Total Adjusted Qualified Basis**
0.09	Fed'l Credit Factor
34,571,885	**Total Fed'l Credits (ten yrs) Rehab**
	Acquisition Basis
100.00%	Less Market (enter rate if not 80%)
0	Qualified Basis
0.033	**Fed'l Credit Factor for Acquisition**
	Total Acquist Fed'l Credits (ten yrs)
25,000,000	**Total Fed'l Credits**
0.940	**Fed Percentage**
23,500,000	**Proceeds from Federal Credits**
30.00%	State Credit Factor **Always verify with pg 35 F2**
0.00%	State Credit Factor - Acquisition 13%
1,790,532	**Total State Credits**
0.000	**State Pecentage**
0	Proceeds form State Credits
23,500,000	**Total Federal & State Proceeds**
40,793,800	**Total Dev. Costs**
-23,500,000	Total Proceeds
-6,887,414	Perm(from below)
-4,000,000	City Funds (NSP)
-3,800,000	Land Lease donation
-1,500,000	HACSJ
	Other: Specify
-1,106,386	Deferred Dev. Fee
0	**(Shortfall)/Overage**

Developer Fee Details

2,200,000	Maximum Dev. Fee
50.29%	% of Dev. Fee deferred
1,093,614	Cash fee payable

Cost Efficiency

36,073,206	1. Project's adjusted threshold basis limits - Page 7
35,548,620	2. Project's total eligible basis - Page 33, line B1
524,586	3. Difference In threshold basis limits
1.45%	4. Calculated percent below adjusted threshold limits

Syndication Payins

7,050,000	1st Payin (3o% @ Start of Const.)
11,750,000	2nd Payin (50% @ Close of Const.)
4,700,000	3rd Payin (20% @ 8609)
23,500,000	

Permanent Loan Calculation

599,688	Rental Income	
533,700	Misc. Income (comes from Cashflow)	
-56,669	Vacancy Allowanc 5.00%	
-519,337	Op. Expenses 6,492 (Cashflow)	
-24,000	Reserves 300 (Cashflow)	
533,382	NOI	
1.1000	DSR	
471,256	Perm (35yrs @6.0%)	**6,887,414**
62,126	Cashflow (first year)	

Construction Financing

Construction Loan Calculation

40,793,800	Total Dev. Costs
-7,050,000	Syndication Payin
-301,398	Deferred Reserves
-1,000,000	Other: Specify
-4,000,000	City Funds (NSP)
-1,106,386	Deferred Dev. Fee
27,336,016	**Const. Loan Amount**
70.46%	Home/Const/City Waivers
	Const. Loan Payoff
6,887,414	Perm (35yrs @6.0%)
3,800,000	Land Lease donation
1,106,386	Deferred Dev Fee
	Other: Specify
	HACSJ
16,450,000	2nd and 3rd Synd. Payment
28,243,800	**Total to Payoff Const. Loan**

CONSTRUCTION FINANCING:

Loan Fees	**Rate**	1.00%	**$24,500,000**	**$**	**245,000**
Interest:	18	**Months**	5.65% **Interest**		**1,038,188**
	50.0%	**Outstanding**			
Lender's Inspections		$1,000 **Per Month**			18,000
Lender's Legal					50,000
Insurance (Course of Construction)					65,000
Lender's Travel					12,000
Credit Enhancement & application fee					50,000
Title & Recording					15,000
Total Construction Financing				**$**	**1,493,188**

RESOLUTION 2020-_____

ALLOCATING UP TO $250,000 OF LOW AND MODERATE INCOME HOUSING ASSET FUNDS FOR HOMELESS PREVENTION AND RAPID REHOUSING SERVICES, AND AUTHORIZING THE CITY TO USE SUCH FUNDS TO IMPLEMENT THE CITY OF TRACY HOMELESSNESS STRATEGIC PLAN

WHEREAS, Pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the "Redevelopment Law"), the City Council (the "City Council") of the City of Tracy (the "City") adopted in accordance with the Redevelopment Law, Ordinance No. 482 on July 17, 1990 adopting the Community Development Plan (the "Redevelopment Plan"), as amended from time to time, and

WHEREAS, The Community Development Agency of the City of Tracy (the "Agency") was responsible for implementing the Redevelopment Plan pursuant to the Redevelopment Law, and

WHEREAS, Under AB 1x 26 and AB 1484 (collectively, the “Redevelopment Dissolution Statutes”), upon the dissolution of the Agency on February 1, 2012, all rights, powers, duties, obligations, and “housing assets” (as defined in Section 34176(e)) transferred to the City, and

WHEREAS, Under Health and Safety Code Section 34176(d), the City maintains a separate Low and Moderate Income Housing Asset Fund (the "Housing Asset Fund") and the deposits into the Housing Asset Fund must be used consistent with the affordable housing requirements in the Community Redevelopment Law (Part 1 (commencing with Section 33000)), and

WHEREAS, Under Health and Safety Code Section 34176.1, the City may allocate up to $250,000 per year of Housing Asset Fund monies to fund homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless if not for the assistance. The funds can be used for short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless, and

WHEREAS, As further set forth in the staff report accompanying this Resolution (the "Staff Report"), the funds are expected to be used to implement the objectives of the City of Tracy Homeless Strategic Plan intended to address homeless prevention and rapid rehousing strategies, and

WHEREAS, The City Council has reviewed and duly considered the Staff Report and other evidence presented at the meeting;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby finds that the above Recitals are true and correct and have served, together with the supporting documents, as the basis for the findings and approvals set forth below;

BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby

authorizes and directs the City Manager or the City Manager's designee to: (1) allocate $_____ from the Housing Asset Fund for homeless prevention and rapid rehousing services, and (2) authorize the City to use such funds to implement the City of Tracy Homelessness Strategic Plan, and (3) to take such other actions and execute such other documents as are appropriate to effectuate the intent of this Resolution;

BE IT FURTHER RESOLVED, That this Resolution shall take immediate effect upon adoption.

* * * * * * * * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 2nd day of June, 2020, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 3.C

REQUEST

APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO SERVE AS A CITY OF TRACY REPRESENTATIVE FOR ONE VACANCY ON THE SAN JOAQUIN COUNTY COMMISSION ON AGING AND ONE VACANCY ON THE SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD

EXECUTIVE SUMMARY

This item requests that Council appoint members to a subcommittee to interview applicants to serve as a City of Tracy representative on the San Joaquin County Commission on Aging, and the San Joaquin County Mosquito & Vector Control District Board.

DISCUSSION

In February 2020, the City Clerk's office was notified that the City of Tracy representative's seat on the San Joaquin County Commission on Aging had been vacated in December 2019. A recruitment was opened on February 24, 2020, extended twice, during which time two applications were received. Additionally, the term for the City of Tracy representative on the San Joaquin County Mosquito & Vector Control District Board ends on May 31, 2020. A recruitment was opened on March 9, 2020, and extended once during which time one application was received. As stated in Resolution No. 2020-009 (Attachment A), in the event there are not two or more applicants than vacancies, the filing deadline may be extended. Both recruitments will now close on June 8, 2020.

In accordance with Resolution No. 2020-009, a two-member Council subcommittee needs to be appointed to interview applicants and make a recommendation to the full Council.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's strategic plans.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council appoint a two-member subcommittee to interview applicants to fill a vacancy on the San Joaquin County Commission on Aging and the San Joaquin County Mosquito & Vector Control District Board.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Midori Lichtwardt Assistant City Manager

Approved by: Jennifer Haruyama, City Manager

ATTACHMENT A

RESOLUTION 2020-009

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2004-089 AND RESOLUTION NO. 2004-152

WHEREAS, In March 2004, the Tracy City Council adopted Resolution No. 2004-089 establishing a policy for the selection process and defining residency requirements for appointee bodies ("Policy") in accordance with Government Code sections 54970 et seq. that was last amended in May 2004, via Resolution No. 2004-152;

WHEREAS, The current policy states that the Mayor (or designee) and a selected Council member shall serve on a selection subcommittee to review applications to serve on an advisory body, interview applicants, and make a recommendation to the full Council on a candidate for appointment to an advisory body,

WHEREAS, In practice, Council appoints any two Council members to a subcommittee to review applications and interview applicants for an appointment to an advisory body, and

WHEREAS, Council wishes to amend the policy to accurately reflect its current practice.

NOW, THEREFORE, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2004-089, and Resolution No. 2004-152.

* * * * * * * * * * *

The foregoing Resolution 2020-009 was passed and adopted by the Tracy City Council on the 21st day of January, 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

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

(Exhibit "A" to Resolution No. 2020-009)

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

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

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

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

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

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

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

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

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

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

1. Council shall appoint two Council members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.

3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.

E. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by the City Clerk.

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

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

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

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

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

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

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

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

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

1. Voter registration,

2. Current California Driver's License or Identification,

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

4. Federal or State tax returns.

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

June 2, 2020

AGENDA ITEM 3.D

REQUEST

CONSIDER A JOINT RESOLUTION REQUESTING THAT THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS CONDUCT AN AUDIT OF THE COUNTY'S CARES ACT SPENDING PLAN AND DETERMINE IF FUNDS CAN BE DISTRIBUTED TO CITIES WITHIN THE COUNTY

EXECUTIVE SUMMARY

Council Members Rhodesia Ransom and Dan Arriola requested that staff prepare a resolution formally requesting that the Board of Supervisors of San Joaquin County conduct an audit or review of the County's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) spending plan and determine whether funds can be distributed to cities in the County. This item requests that the City Council consider said resolution.

DISCUSSION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law making it the largest federal stimulus package approved by the government to assist individuals and entities impacted by the COVID-19 pandemic. The CARES Act established the Coronavirus Relief Fund (CRF) to provide $150 billion to state, local, tribal and territorial governments. Local governments with populations of at least 500,000 are eligible to receive CRF monies directly from the federal government. The CARES Act contains various restrictions on eligible expenses and uses of CRF funds. For example, funds from the CRF can only be used to reimburse unbudgeted costs associated with COVID-19 and *cannot* be used to recoup revenue loss related to the pandemic. In addition, the CRF funds can only be used to cover costs incurred between March 1, 2020 and December 30, 2020. CRF funds that are not used by December 30, 2020 must be returned to the federal government.

On May 12, 2020, the San Joaquin County Board of Supervisors (County Board) retroactively approved the creation of a County Coronavirus Relief Fund to receive a payment of $132,988,948.70 in CARES Act funding; allocated funds to reimburse various County departments and agencies, including the San Joaquin General Hospital, for COVID-19 related expenses; and created a CARES Act-Economic Development Fund for each supervisorial district in the amount of $3,000,000 to reimburse costs to health care partners, small businesses, and other COVID-19 related expenses.

On May 26, 2020, Council Member Ransom, with a second by Council Member Arriola, requested that staff prepare a joint resolution that other area cities can also adopt that formally requests that the County Board conduct an audit or review of the County's CARES Act spending plan prior to December 30, 2020 and determine if CARES Act funding can be distributed to cities within the County. (Attachment A)

Staff notes that federal rules require recipients of federal monies in excess of $500,000 in any fiscal year conduct an audit. This is known as a "single audit" requirement which is a compliance audit that is intended to confirm whether the monies have been spent in accordance with federal requirements and is completed after an agency's financial audit is complete. The review requested by the resolution is not intended to supplant or duplicate the single audit required under federal regulations. The intent of this resolution is to request that the County Board conduct an audit or review of the County's current CARES Act spending plan in advance of the December 30, 2020 deadline and determine whether funds can be distributed to cities within the County. Council may choose to specify a deadline for when that review should be completed that provides ample time for the County to take action to ensure that the County maximizes its use of the CARES Act funds, including potentially distributing funds to the cities.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Staff recommends that City Council consider adopting a joint resolution requesting that the San Joaquin County Board of Supervisors conduct a review of the County's CARES Act spending plan prior to December 30, 2020, and determine whether funds can be distributed to cities within the County.

Prepared by: Leticia Ramirez, City Attorney
Jenny Haruyama, City Manager

Reviewed by: Midori Lichtwardt, Assistant City Manager
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A – Joint Resolution

RESOLUTION 2020-_____

A JOINT RESOLUTION OF THE CITY OF TRACY AND _____ REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY CONDUCT AN AUDIT OF CARES ACT FUNDING AND DETERMINE WHETHER FUNDS CAN BE DISTRIBUTED TO CITIES WITHIN THE COUNTY

WHEREAS, On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law making it the largest federal stimulus package approved by the government to assist individuals and entities impacted by the COVID-19 pandemic, and

WHEREAS, The CARES Act established the Coronavirus Relief Fund (CRF) to provide $150 billion to state, local, tribal and territorial governments, including cities and counties with populations of at least 500,000, and

WHEREAS, The CARES Act contains various restrictions on eligible expenses and uses of CRF funds such as funds can only be used to reimburse unbudgeted costs associated with COVID-19 and cannot be used to recoup revenue loss related to the pandemic, and

WHEREAS, On May 12, 2020, the San Joaquin County Board of Supervisors retroactively approved the creation of a County Coronavirus Relief Fund to receive a payment of $132,988,948.70 in CARES Act funding; allocated funds to reimburse various County departments and agencies, including the San Joaquin General Hospital, for COVID-19 related expenses; and created a CARES Act-Economic Development Fund for each supervisorial district in the amount of $3,000,000 to reimburse costs to health care partners, small businesses, and other COVID-19 related expenses, and

WHEREAS, The “single audit” requirement requires recipients of federal monies in excess of $500,000 in any fiscal year conduct an audit to confirm whether the monies have been spent in accordance with federal requirements, after an agency’s financial audit is completed, and

WHEREAS, The City of Tracy, along with the cities of _____, request that San Joaquin County of Board of Supervisors conduct an audit or review of the County’s current CARES Act spending plan prior to December 30, 2020 and determine whether CARES Act funding can be distributed to cities within the County, and

WHEREAS, Because CARES Act funding not used by December 30, 2020 must be returned to the federal government, the City of Tracy, along with the cities of _____, request that the County Board of Supervisors complete this review prior to December 30, 2020 to determine if cities have incurred costs that meet the CARES Act requirements in order to maximize the receipt of federal funds given the significant economic impact of COVID-19 in the County;

NOW, THEREFORE BE IT RESOLVED**,** That the City Council of the City of Tracy and the City Councils of _____hereby request that the San Joaquin County Board of Supervisors conduct an audit or review of the County’s CARES Act spending plan, prior to December 30, 2020, and determine whether funding can be allocated to cities within the County.

* * * * * * * * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 2nd day of June 2020, by the following vote:

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

_____
MAYOR
CITY OF TRACY

ATTEST:

_____
CITY CLERK

The foregoing Joint Resolution 2020-_____ was passed and adopted by the _____ City Council on the ____ day of June 2020, by the following vote:

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

_____
MAYOR
CITY OF _____

ATTEST:

_____
CITY CLERK

June 2, 2020

AGENDA ITEM 3.E

REQUEST

CONSIDER ADOPTION OF AN EMERGENCY ORDER REQUIRING THE WEARING OF FACE COVERINGS IN ESSENTIAL BUSINESSES AND THE FARMERS' MARKET IN THE CITY OF TRACY

EXECUTIVE SUMMARY

For the past few months, national, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease commonly known as COVID-19. COVID-19 is easily transmissible from person to person, and community spread of the diseases has occurred throughout the United States and California, including in San Joaquin County. Due to the threat posed by COVID-19, Governor Newsom and the San Joaquin County Public Health Officer both declared public health emergencies. The City of Tracy previously declared the existence of a local emergency due to the serious threat to the public health, safety, and welfare of the City posed by the presence of COVID-19.

Public health officials, including the United States Centers for Disease Control and Prevention ("CDC") and the California Department of Public Health ("CDPH") have recommended that members of the public wear face coverings when they need to interact with others outside the home and especially in settings where many people are present such as waiting in lines and shopping.

On May 19, 2020, Council Members Rhodesia Ransom and Veronica Vargas requested that the staff prepare an order requiring the wearing of face coverings while in "essential businesses and at the Farmers' Market" in the City of Tracy. The proposed order has been drafted to conform with that initial Council direction and can be amended upon further direction from Council.

DISCUSSION

On March 4, 2020, Governor Newsom declared a state of emergency for California associated with the outbreak of COVID-19. In response to the growing health crisis, the City Manager, in her authority as the Director of Emergency Services, proclaimed a local emergency in Tracy on March 12, 2020 due to COVID-19. The City Council ratified that emergency declaration on March 17, 2020.

Public health experts have explained that COVID-19 is easily transmissible from person to person. To slow the spread of the disease, on March 19, 2020, the Governor of California issued Executive Order N-33-20 ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, childcare, and construction. This Executive Order was very similar to the Directive adopted by the City Council on March 18 recommending residents remain

at home except to receive or provide essential services. The Governor has gradually relaxed the State's stay at home restrictions, but many restrictions remain.

The CDC and CDPH recommended that all individuals over the age of 12 wear face coverings when they need to interact with others outside the home in settings where it is not possible to maintain social distancing, especially indoors. COVID-19 is frequently transmitted by respiratory droplets that people expel when they breathe or sneeze. Face coverings prevent the spread of such droplets, especially from asymptomatic individuals who may not realize they can spread the virus. A face covering must cover an individual's nose and mouth, but does not need to be a surgical mark or N-95 mask. Face coverings can be homemade, and can made of cloth, fabric, or similar material. Bandanas and scarves can also be used as face coverings.

Health officers in multiple counties across California, including the Bay Area counties and Los Angeles, have issued orders requiring face coverings to be worn in certain circumstances. The San Joaquin County Health Officer has not issued an order requiring face covering to be worn, but has recommended individuals wear face coverings since mid-April (Attachment A).

Several cities across the state have issued orders requiring face coverings to be worn within the city. Cities that have adopted such regulations include Ojai, Calabasas, National City, Chula Vista, Belmont, and Palo Alto. The specifics of each city's order differ, but generally require adults to wear face coverings when they are inside any enclosed space or in a location where they are not able to maintain six feet of social distancing.

The California Emergency Services Act, as well as Tracy Municipal Code section 3.24.050, authorizes the City to generally adopt orders and regulations necessary to provide for the protection of life and property in response to a declared emergency. These provisions provide the City Council with the authority to enact an order requiring face coverings to be worn as a regulation necessary to limit the spread of COVID-19.

Per Council direction, the proposed emergency order, if adopted, (Attachment B) would require face coverings to be worn within the City as follows:

- Face covering must be worn while inside any essential business and at the Tracy Farmers' Market, including while waiting in line to go inside a business. For purposes of the order, an "essential business" is any business deemed to be open to the public by the CDPH and County Public Health Officer;
- Face coverings are not required when an individual is inside an enclosed space alone, such as an office with a door or an empty room;
- Face coverings must cover an individual's nose and mouth;
- Face coverings may be homemade, and can be made from any material. Bandanas and scarfs may also be used as face coverings; and
- Face coverings are not required for children 12 years of age or younger, or for anyone who has been advised by a medical professional not to wear a face covering for medical reasons.

The proposed emergency order would also require businesses to take reasonable measures, such as posting signs, to remind their customers and the public of the requirement to wear a face covering.

If adopted, the proposed order would go into effect on 12:01 a.m. on June 8, 2020 to provide time for individuals to prepare to comply with the order. Section 3.24.090 of the TMC establishes that a violation of any rule or regulation issued pursuant to the City's emergency powers is a misdemeanor.

FISCAL IMPACT

There is no direct fiscal impact of adopting the proposed order regulating requiring face coverings to be worn within the City. However, there will be staff costs associated with informing the public and businesses about the requirements of the order and enforcing the proposed order.

RECOMMENDATION

Staff recommends that the City Council consider adoption of an emergency order requiring the wearing of face coverings while in essential businesses and at the Farmers' Market in the City of Tracy.

Prepared by: Leticia Ramirez, City Attorney

Reviewed by: Midori Lichtwardt, Assistant City Manager
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A – San Joaquin County Public Health Services -Recommendations for Use of Face Coverings
B – Proposed Emergency Order

ATTACHMENT A

San Joaquin County Public Health Services
health grows here

A DIVISION OF HEALTH CARE SERVICES AGENCY

FOR IMMEDIATE RELEASE
#2020-06

CONTACT FOR THIS RELEASE:
Krista Dommer, Coordinator
Public Information and Communication
Office phone: (209) 468-3571
Email: DOC-Risk-Communication-Information-Officer@sjcphs.org

RECOMMENDATIONS FOR USE OF FACE COVERINGS FROM SAN JOAQUIN COUNTY PUBLIC HEALTH OFFICER

Social distancing and hand washing are still the best actions we can take to combat COVID-19

Stockton, CA – (April 11, 2020) - San Joaquin County Public Health Services (PHS) continues to recommend that you stay home as much as possible, avoid unnecessary interactions with people who do not live in your household, practice social distancing (6 feet apart), wash your hands frequently, and disinfect frequently used items and surfaces. “These are the most important steps to stop the spread of coronavirus disease 2019 (COVID-19),” advises Dr. Maggie Park, San Joaquin County Health Officer.

The federal government recently issued guidance on the use of cloth face coverings to help slow the spread of COVID-19. The Centers for Disease Control and Prevention (CDC) recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies). In addition, the California Department of Public Health (CDPH) released guidance on the use of cloth face coverings for Californians who must leave their homes to conduct essential activities. The guidance does not require people to wear face coverings – and is not a substitute for the state’s current guidance regarding social distancing and hand washing. CDPH does not recommend that we use N-95 or surgical masks, those should be reserved for our health care workers and first responders who will be there when our lives are at risk.

San Joaquin County public health officials are in alignment with the state’s guidance on using face coverings. I**t is not an order or required that you wear a face covering; it is voluntary.** They are intended as a precaution to protect others in case you have contracted COVID-19, but don’t yet have symptoms. San Joaquin County residents remain under a Stay at Home Order and people should NOT feel they can go outside more because they are wearing a face covering. A cloth face covering can be made at home and can be any fabric such as a scarf, bandana, towel, or old t-shirt that covers your nose, mouth, and chin securely. To learn how to make your own face covering you can go to https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html.

“The CDC and CDPH have made it very clear that the general public should not be buying masks. If you already have a mask, you can use it, but otherwise, stick to a reusable face covering. I know many of you might feel more comfortable wearing a covering, so I provided some tips in a short video made by PHS to assist our residents on how to properly wear face coverings,” says Dr. Park. The video message can be found on the PHS YouTube channel at: https://youtu.be/dQLJmDjTKrs

For more information, please visit the San Joaquin County Public Health Services website and social media accounts at www.sjcphs.org. In addition, video messages can be found on the San Joaquin County Public Health Services YouTube channel at https://www.youtube.com/user/sjcphs.

Attachments: Tips for Safe Face Covering Use/ Consejos para uso seguro de Coberturas Faciales

# # #

San Joaquin County Public Health Services
health grows here

A DIVISION OF HEALTH CARE SERVICES AGENCY

PARA PUBLICACIÓN INMEDIATA
#2020-06

CONTACTO PARA ESTA PUBLICACIÓN:
Krista Dommer, Coordinator
Public Information and Communication
Office phone: (209) 468-3571
Email: DOC-Risk-Communication-Information-Officer@sjcphs.org

RECOMENDACIONES PARA EL USO DE COBERTURAS FACIALES DEL OFICIAL DE SALUD DEL CONDADO DE SAN JOAQUÍN

El distanciamiento social y lavar las manos sigue siendo las mejores acciones que podemos hacer para combatir COVID-19

STOCKTON, CA (12 abril 2020) Los Servicios de Salud Pública (PHS) continúan recomendando que se quede en casa lo más que se pueda, evite interacciones innecesarias con personas que no viven en su hogar, practique distanciamiento social (6 pies de distancia), lave sus manos con frecuencia y desinfecté los artículos y superficies de uso frecuente. “Estos son los pasos más importantes que se deben hacer para detener la propagación de la enfermedad del coronavirus 2019 (COVID-19)” dice la Dra. Maggie Park, Oficial de Salud del Condado de San Joaquín.

El gobierno federal emitió recientemente una guía sobre el uso de coberturas faciales para ayudar a frenar la propagación de COVID-19. Los Centros de Control y Prevención de Enfermedades (CDC) recomiendan usar coberturas faciales en lugares públicos donde otras medidas de distanciamiento social son difíciles de mantener (por ejemplo, tiendas y farmacias). El Departamento de Salud Pública de California (CDPH) publicó una guía sobre el uso de coberturas faciales de tela para los Californianos que deben salir de sus hogares para llevar a cabo actividades esenciales. Esta guía no requiere que las personas usen coberturas faciales, y no sustituye la guía actual del estado sobre el distanciamiento social y el lavado de manos. CDPH no recomienda que usen N-95 o máscaras quirúrgicas, que deben ser reservadas para nuestros trabajadores de salud y socorristas que estarán allí para cuando nuestras vidas estén en peligro.

Oficiales de salud del Condado de San Joaquín están alineados con la guía del estado sobre el uso de coberturas faciales. **No es una orden ni esta requerido que use coberturas faciales; es voluntario.** Están diseñados como una precaución para proteger a los demás en caso de que haya contraído COVID-19 pero todavía no tienen síntomas. Los residentes del Condado de San Joaquín permanecen bajo una Orden de Estadía en Casa y las personas no deben sentir que puedan salir más porque están usando una cobertura facial. Una cobertura facial puede ser hecha en casa y puede ser cualquier tela como una bufanda, pañuelo, toalla o camiseta vieja que cubre la nariz, boca y barbilla de forma segura. Para aprender cómo hacer su propia cobertura facial pude ir a: https://espanol.cdc.gov/enes/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html.

“La CDC y CDPH han dejado muy claro que el público general no debe comprar máscaras. Si ya tiene una máscara, puede usarla, pero de lo contrario use una cobertura facial reutilizable. Sé que muchos de ustedes pueden sentirse más cómodos usando una cobertura facial, así que quiero darles algunos consejos que he proporcionado en un breve video que PHS ha grabado para ayudar a nuestros residentes sobre cómo usar correctamente las coberturas faciales” dice la Dra. Park. Puede ver el mensaje de la Dra. Park en el canal de YouTube de PHS en: https://youtu.be/dQLJmDjTKrs

Para más información, visite el sitio web de Servicios de Salud Pública del Condado de San Joaquín en www.sjcphs.org. También puede encontrar un mensaje en video en el canal de YouTube de los Servicios de Salud Pública del Condado de San Joaquín en: https://youtu.be/zT4bnhOrrL8.

Adjunto: Consejos para uso seguro de Coberturas Faciales/Tips for Safe Face Covering Us

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ORDER OF THE CITY OF TRACY REQUIRING THE WEARING OF FACE COVERINGS IN ESSENTIAL BUSINESSES AND AT THE TRACY FARMERS' MARKET

Government Code Section 8634 and Tracy Municipal Code section 3.24.050 authorize the City to make and issue rules and regulations reasonably related to the protection of life and property during a declared emergency. On March 12, 2020, the City Manager, in her capacity as the Director of Emergency Services, proclaimed the existence of a local emergency within Tracy due to the threats posed by the respiratory disease commonly known as COVID-19. The City Council ratified the declaration of emergency on March 17, 2020.

The United States Centers for Disease Control and Prevention, the California Department of Public Health, and the San Joaquin County Public Health Officer recommend that all individuals over the age of 12 wear face coverings when they need to interact with others outside the home in settings where it is not possible to maintain social distancing, especially indoors. COVID-19 is frequently transmitted by respiratory droplets that people expel when they breathe or sneeze. Face coverings help prevent the spread of such droplets, especially from asymptomatic individuals who may not realize they can spread the virus.

The City of Tracy does hereby order as follows:

1. For purposes of this Order, the following definitions shall apply:

    a. "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A Face Covering should not cover the wearer's eyes or forehead. A Face Covering may be factory-made or may be handmade, and does not need to be a medical grade mask. Face Coverings include scarfs and bandanas. Face coverings should be washed frequently if not disposable.

    b. "Essential Business" is any business authorized to operate and be open to the public by the California Department of Public Health and San Joaquin County Public Health Officer during the existence of the COVID-19 public health emergency in the City of Tracy, including but not limited grocery stores, gas stations, City Hall, dine-in restaurants, hair salons, barbershops, and childcare centers.

    c. "Farmers' Market" means the Downtown Tracy farmers market.

2. Members of the public, except as specified in Section 3 and 4, must wear a Face Covering outside their home as follows:

    a. When they are inside any enclosed space or indoor facility that constitutes an Essential Business;

    b. When they are waiting in line to enter any Essential Business; and

    c. When they are at the Downtown Tracy Farmers' Market.

3. Members of the public are not required to wear a Face Covering in the following situations:

a. When outside or outdoors in a recreational space.
b. When alone inside a room or enclosed space with a door, such as a personal office, as long as a face covering is worn whenever any individual enters the room or is nearby.

4. A Face Covering is not required by this Order to be worn by the following individuals:

a. Children 12 years of age or younger

b. Individuals who have been advised by a medical professional not to wear a Face Covering for medical reasons or who otherwise have trouble breathing; and

c. Individuals for whom wearing a Face Covering would create a risk related to their work as determined by local, state, or federal regulators or workplace safety guidelines.

5. All Essential Businesses shall take reasonable measures, such as posting signs, to remind their customers and the public of the requirement to wear a Face Covering while inside or waiting in line. Any business or entity may refuse to serve a patron who refuses to wear a Face Covering when asked, and may seek to remove that person from the premises.

6. This Order does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.

7. Face coverings should be used in addition to, but not in place of, other measures to prevent the spread of COVID-19 such as social distancing, frequent hand washing practices, avoiding touching the eyes, nose, and mouth; and avoiding interactions if sick.

8. Violation of this Order may be punishable as a misdemeanor in accordance with Section 3.24.090 of the Tracy Municipal Code. Law enforcement officers of the Tracy Police Department and any individual authorized by the City Manager may enforce this order.

9. This Order shall be filed in the office of the City Clerk and published in a local newspaper.

10. If any provision of this Order to the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

11. This Order shall be in full force and effect as of 12:01 a.m. on June 8, 2020.

This Order was approved by the City Council of the City of Tracy on June 2, 2020.

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Mayor

ATTEST:

_____
City Clerk