



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, May 6, 2025, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[City Council Meeting Videos](#)" under the "City Council" section.

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number 2558 221 2285** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - Join by phone by dialing +1-408-418-9388, enter 25582212285#8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - 1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - 2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: May 2, 2025

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

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

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

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

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

Full copies of the agenda are available on the City's website: www.cityoftracy.org

Date Posted: May 2, 2025

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. 175th Anniversary of San Joaquin County
3. Proclamation: National Public Works Week
4. Proclamation: National Bike to Work Week
5. Proclamation: Older American's Month
6. Certificates of Appointment: Two Transportation Advisory Commissioners
7. Certificates of Recognition: Spring CERT
8. PD Swearing in (3 Laterals)
9. DARE Presentations

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Approval of April 15, 2025 Closed Session, Special Meeting, Regular Meeting, Closed Session Minutes and April 29, 2025 Closed Session Meeting Minutes.
- 1.B. Staff recommends that the City Council adopt a resolution 1) approving the Cooperative Agreement with the San Joaquin Council of Governments for the City of Tracy to receive a reimbursement of \$13,000,000 for Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road, 2) approving an appropriation of \$1,097,209 from Core Traffic (F375) and \$786,110 from Ellis Area Traffic (F331) Fees for project construction and construction management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road.
- 1.C. Staff recommends that the City Council adopt a Resolution ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2025-2026, as required by the Joint Powers Agreement between SJCOG and its member agencies.
- 1.D. The Tracy Homelessness Advisory Committee recommend that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.
- 1.E. Staff recommends that the City Council adopt a Resolution (1) approving the updated Public Transportation Agency Safety Plan; and (2) authorizing the Public Works Director to execute the Public Transportation Agency Safety Plan.

- 1.F. The Tracy Finance Committee recommends that the City Council adopt a resolution (1) authorizing the appropriation of \$8,000,000 from the Tracy Infrastructure Master Plan (TIMP) Fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147, and (2) authorizing an interfund loan to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (F363) from the General Fund Reserves (F101) in the amount of \$6,000,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate.
- 1.G. The Tracy Finance Committee make a recommends that the City Council adopt a Resolution: 1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs; 2) Authorizing the Budget Officer to amend the city's position control roster for FY2024-25.
- 1.H. Staff recommends that the City Council adopt a Resolution A) approving the City of Tracy's Title VI Public Works Implementation Plan, B) authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement.
- 1.I. Staff recommends that the City Council adopt a Resolution: 1) authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of \$472,912 for Building Maintenance, Parks and Waste Water Treatment Plant (WWTP), and 2) declaring the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.
- 1.J. Staff recommends that the City Council adopt a Resolution (1) accepting an allocation of Fiscal Year 2024- 2025 funds in the amount of \$99,076 from the California Low Carbon Transit Operation Program; (2) authorizing the City Manager, or designee, to execute requisite funding documents, certifications and assurances; and (3) appropriating all \$99,076 to the Transit Fund for free student fares.
- 1.K. Staff recommends that the City Council adopt a resolution (1) determining that compliance with standard procurement processes is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) and dispensing such requirement for the purchase of specified computer equipment and related services; and (2) approving a Subscriber Services Agreement with the County of San Joaquin to provide certain computer equipment and related services for a total not to exceed amount of \$66,267, for a one year term.

- 1.L. Staff recommends that the City Council adopt the following resolutions (1) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589, (2) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593, authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (4) authorizing the City Engineer to release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080
- 1.M. Staff recommends that the City Council adopt a resolution, for the International Parkway Bridge replacement and Expansion Project, Capital Improvement Project 73148:
- Awarding a construction contract to O.C. Jones & Sons, Inc. of Berkeley, California, in the amount of \$14,125,000,
 - Authorizing the City Manager to approve change orders up to the contingency amount of \$1,412,000,
 - Approving a Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of \$211,464.65,
 - Approving a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide design support services through March 31, 2027, with a total not-to-exceed contract amount of \$70,000, Appropriating funds from the EDA Grant Award in the amount of \$8,350,057 to CIP 73148,
 - Appropriating funds from Prologis, LP for the local match share in the amount of \$9,489,897 to CIP 73148, and
 - Granting authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954.
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
- 3.A. Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.
- 3.B. Staff recommends that the City Council conduct a Public Hearing to adopt a Resolution to 1) approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment A hereto; 2) approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; 3) approve the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and 4) authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

- 3.C The Tracy Finance Committee recommends that (1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion, (2) adopt a resolution (A) approving and adopting, effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescinding, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule.
- 3.D Staff recommends that the City Council conduct a public hearing and adopt a Resolution (1) adopting the Short-Range Transit Plan, and (2) authorizing the implementation of proposed Phase 1 transit system changes effective July 1, 2025.
- 3.E Staff recommends that City Council receive an informational update regarding the six Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive South to Interstate 580.
- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 15, 2025, 5:00 p.m.

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

1. Mayor Pro Tem Abercrombie called the meeting to order at 5:01 p.m.
2. There were no actions taken pursuant to AB 2449.

Mayor Arriola arrived at 5:02 p.m.

3. Roll Call and Declaration of Conflicts – Council Members, Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present. Council Member Bedolla was absent from roll call.
4. ITEMS FROM THE AUDIENCE – There were no items of the audience.
5. Request to Conduct Closed Session:

5.A Personnel Matter (Gov. Code § 54957) Public Employee Appointment and Employment

Position Title: City Attorney

There was no public comment on item 5.A.

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

Council Member Bedolla arrived at 5:09 p.m.

6. Reconvene to Open Session – Time: 5:48 p.m.
7. Report of Final Action – No report of final action.
8. Council Items and Comments – There were no public comments.
9. Adjournment: Time: 5:48 p.m.

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

The above agenda was posted at the Tracy City Hall on April 10, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 15, 2025, 6:15 p.m.

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

1. Mayor Arriola called the meeting to order at 6:15 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call and Declaration of Conflicts – Council Members, Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present.
4. ITEMS FROM THE AUDIENCE – There were no items of the audience.
5. DISCUSSION ITEM:
 - 5.A By motion, (1) Establish interview protocols to fill two vacancies on the Transportation Advisory Commission; (2) Conduct interviews of four applicants for two vacancies; and (3) Upon conclusion of the interviews, appoint two applicants to fill two vacancies and establish an eligibility list, if appropriate

Necy Lopez, Acting City Clerk provided the staff report.

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

Council conducted interviews.

Mayor Arriola announced the following selection: Gary Cooper and Maurice Francis to serve on the Transportation Advisory Commission, the term will begin May 1, 2025, and end on April 30, 2029.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to appoint to Gary Cooper and Maurice Francis to serve on the Transportation Advisory Commission, the term will begin May 1, 2025, and end on April 30, 2029, and add to the eligibility list 1) Ubbo Coty and 2) Rosario Arulappan. Roll call found Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie, Mayor Arriola in favor; passed and so ordered.

There were no Council items.

Adjournment Time: 7:03 p.m.

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

The above agenda was posted at the Tracy City Hall on April 10, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

April 15, 2025, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Arriola called the meeting to order at 7:08 p.m.

There were no actions taken pursuant to AB 2449.

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

Mayor Arriola led the Pledge of Allegiance.

Priest Atul Batra, Sant Nirankari Mission offered the invocation.

Mayor Arriola presents Dr. Nancy Young with National Day of Prayer Proclamation.

1. CONSENT CALENDAR – Andrew Shen, Interim City Attorney stated for the record that there was a corrected version of the Resolution for Item 1.B placed on the dais due to the deleting of some extraneous wording. Council Member Nygard pulled Item 1.C. Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt the Consent Calendar with Resolution for 1.B as amended and minus Item 1.C. Roll call found all in favor; passed and so ordered.

1.A. Adoption of April 1, 2025, Closed Session and Regular Council Meeting Minutes. Minutes were adopted.

1.B. Staff recommends that the City Council adopt a Resolution authorizing the purchase of one Mini Mac Model 400 Thermoplastic Ride-on Detail Stripper from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, in the amount of \$124,534 for the application of thermoplastic markings for intersection work, symbols, legends, bike lane and short line striping. – Resolution 2025-073

1.D. Staff recommends that the City Council adopt a Resolution (1) approving a Master Terms and Conditions Agreement with Via Mobility, LLC, to provide a mobility on-demand software solution for the TRACER bus system for a total not to exceed amount of \$175,184, for an initial term of five-years, and an administrative option for the City Manager to extend the term for one additional year, and (2) authorizing the City Manager, or designee, to sign any ancillary support agreements. – Resolution 2025-074

1.E. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for information technology goods, commodities, and ancillary services with SHI International Corp., utilizing OMNIA Partners cooperative purchase for a not to exceed amount of \$500,000 per calendar year and the term ending on July 1, 2034. – Resolution 2025-075

1.F. Staff recommends that the City Council adopt a Resolution approving Contract Amendment 1 with CDW Government LLC, utilizing the OMNIA Partners

cooperative purchase agreement for Information Technology Solutions and Services, increasing the spend authority to an amount not to exceed \$1,800,000 annually, for the original contract term expiring on April 30, 2028. – **Resolution 2025-075**

- 1.G. Staff recommends that the City Council adopt a Resolution authorizing the purchase of one 2025 Ford Utility Police Explorer Interceptor from Phil Long Ford of Denver in the amount of \$54,120 for the Police Department. – **Resolution 2025-077**
- 1.H. Staff recommends that the City Council adopt a Resolution: (1) approving a General Services Agreement with R.E. Schultz Construction, Inc., for the removal and replacement of poured-in-place playground surfacing at William Adams Park for a not-to-exceed amount of \$141,229, and (2) appropriating \$98,000 from the General Fund (Fund 101) and \$20,000 from the Tracy Consolidated Landscape District Zone 15 (Fund 271). – **Resolution 2025-078**
- 1.I. Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Promontory Parkway, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder. – **Resolution 2025-079**
- 1.C. Staff recommends that the City Council adopts a resolution 1) authorizing the purchase of six (6) 29-foot low floor buses for Tracer fixed route service for a total of \$4,620,546 from Gillig, LLC through the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative Contract #23-01, pursuant to Tracy Municipal Code section 2.20.220; 2) approve a contingency amount of \$240,000 for change orders necessary resulting during production; and (3) authorizing the City Manager to take any or all actions that may be necessary or advisable to effectuate the purchase.

Ed Lovell, Transit Manager, provided the staff report.

Council questions and comments.

Ubbo Coty shared his professional experience in the inspection of buses specifically electric buses and shared some of the drawbacks for battery operated buses when it comes to the range and how the range can be diminished by running the AC or turning on the lights, the potential combustion issues, and how impactful the battery pack production is on the environment and urged Council to not take the path of electric buses.

Tim Silva expressed support for the bus purchase from Gillig, and shared information from Santa Clara where several electric buses malfunctioned, supports the low-emission buses and the exploration of the potential purchase of hybrid and or hydrogen buses, this item is needed since there is a need for reserve buses for when a bus is down.

Veronica Vargas requested clarification on the percentage of the grant funds being used for this purchase, see the need for the backup buses and expressed

that hybrid is better than the diesel that powered buses in the past, and whatever new technology is out there is helpful to the environment, requested the cost savings and the percentage that the taxpayers are paying, requested Council provide a future update regarding grants and show that the City is being a good steward of taxpayer dollars.

Community Member was expecting a comparative analysis between electric, low-emission and hybrid buses and asked if that analysis had been done, shared that electric buses are not the same as electric cars and the infrastructure is not there to support electric buses, what would the proposed range of electric buses and shared concerns regarding the expense of purchase, maintenance and potential fire hazard and requested that Council take into consideration all the information presented before making a decision.

Ed Lovell, Transit Manager responded to questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-080**; 1) authorizing the purchase of six (6) 29-foot low floor buses for Tracer fixed route service for a total of \$4,620,546 from Gillig, LLC through the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative Contract #23-01, pursuant to Tracy Municipal Code section 2.20.220; 2) approve a contingency amount of \$240,000 for change orders necessary resulting during production; and (3) authorizing the City Manager to take any or all actions that may be necessary or advisable to effectuate the purchase. Roll call found Council Members Bedolla, Evans, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered. Council Member Nygard opposed.

2. ITEMS FROM THE AUDIENCE – Robert Tanner shared that August 26 from 10:00 a.m. to 2:00 p.m. will be National Drug Take Back Day, when the Police Department is open, there are two separate containers, a SHARPS container for drug disposal, urged community to take advantage of these containers for safe disposal of old or unused medications.

Melissa Watkins expressed her frustration with the Police Department and requested an investigation.

Veronica Vargas requested an update and provided historical information regarding the updating of the basins and redesign the basins to give them a park feel, shared that standards were supposed to come back to Council and shared that the newest basin has no community access and that all basins built should be an asset.

Ubbo Coty congratulated and thanked the City for the improvements on Chrisman and Schulte, asked if there was a way that additional patrols can take place between Chrisman and Valpico due to constant speeding.

Anne Langley requested that Council work on the preservation of the original Town Hall that was built in 1900, is concerned that the building may be lost prior to the upgrades that it needs and is on the National Register of Historic Buildings and it is important to preserve the architectural heritage of the City and place these repairs high on the CIP list.

Community Member requested the City replace the four-way stop with traffic lights at the Corral Hollow and Valpico Rd intersection, requested that Tracer accepts commuter cards since at this time they only accept cash and at times credit cards.

Christina from Tracy Dog Girls Rescue shared an update on the work that Tracy Dog Girls Rescue is doing and requested assistance from Council and shared the dangers of untrained community members attempting to help stray dogs.

Denise from Tracy Dog Girls Rescue shared experience with attempting to return a chipped dog back to the owner through Animal Services, and would like owners who are not responsible with their pets be fined and held accountable for dumping their pets.

Midori Lichtwardt shared that the puppy that was referenced in the public comment was found by the Animal Services Team and is in the care of the Animal Shelter.

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council takes the following actions: (1) by motion provide direction on the next phases, including detailed design, environmental review, and funding strategy refinement; and (2) adopt a Resolution: (A) approving implementation of an Aquatic Center Final Conceptual Plan, completed by Group 4 Architecture, Research + Planning, Inc., and (B) authorizing Group 4 Architecture, Research + Planning, Inc. (Consultant) and staff to proceed with Phase 2 of the Professional Services Agreement between the City and Consultant approved pursuant to Resolution No. 2024-160 for services related to Capital Improvement Project 78054, and (C) authorizing the City Manager, or designee, to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures.

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

Consultants, Dawn Merkes and Andrea Gifford representing Group 4 Architecture and George Deines from Councilman-Hunsaker Aquatics for Life provided a presentation of the design options.

Council comments and questions.

Dr. Nancy Young shared historical information regarding the Aquatic Center regarding the approval by the previous Council of a scaled back from \$120-million dollars to \$65-million-dollar conceptual plan and urged Council to bring back the community into the discussion and requested that the same commitment that has been shown to Legacy Fields and the Multigenerational Center be applied to the Aquatic Center, a handout was provided to the Clerk.

Community Member shared from Ellis Community expected that the lazy river and toddler area would be included if Council goes with the proposed base plan, its just another pool, requested that Council approve the full \$98 million plan that includes all the amenities that the community requested.

Mary Mitracos encouraged council to move forward as fast as possible and likes that this amenity will be phased in and that Council should stay within the \$65 million dollar budget, there are other needs in the City and requested that Council be as prudent as possible.

Multiple Community Members from the Ellis Community expressed support for the Aquatic Center and urged Council to approve and move forward with the project, the community in the South part of Tracy does not have nearby amenities, recommendations for an indoor pool for year-round revenue, lazy river and seating areas, this item is long overdue and hopes that it will be open by 2028, and Tracy is lagging in comparison to nearby cities and urged Council to look into exploring the idea of private investors.

Pat Howell complimented the consultants on the conceptual design and shared that this facility is for Community Members of all ages and hopes that Council goes with the \$65 million dollar option.

Multiple Community Members from the Ellis Community echoed the sentiments of their neighbors and added that the roads leading in and out of the Aquatic Center be expanded along with better traffic and sound controls for the potentially impacted homes that may be in the immediate vicinity to the Aquatic Center.

Sandy Taylor shared historical information, and provided a handout to Council and Clerk that showed side by side comparisons of a community plan and the City plan and the comparison is owed to the taxpayers.

Tim Silva shared his frustration that the taxpayers will be paying for this project rather than going with the Aquatic Center that was proposed over 20-years ago, expressed frustration that the Surland was let off the hook on this project, suggested that the Council go with the base design and if the Ellis Community wanted more, they should provide the funds.

Dan Randall thanked Council for moving forward with plans and is happy that this is being addressed, Council should attempt to merge the Community asks with the conceptual design.

Burnell Shawl shared that the previous speaker does not live in Tracy and expressed disagreement with the former, asked why the funds that are there now should be used, most of those on a fixed income or lack of transportation may not be able to participate and roads still need to be fixed, adding to this project will take away from other projects and urged Council to think about what they are doing.

Chris Fairfield was a part of the Tracy Tridents and shared that there is significant demand in the community for lap pools and the activities such as water aerobics for the elderly and if priced too high, it may impact teams and those on fixed incomes.

Alice English expressed disappointment that the lazy river and toddler area is not in the \$65-million-dollar option, this commitment was made to the community over 15-years ago, supports the \$65-million-dollar option because that is what

the City can afford, this is an amenity for the whole City and urged Council to be good stewards of taxpayer money.

Tracy Hills Community Member suggested that Council go with the base plan and consider the indoor plan due to the winds in the Tracy Hills area and consider amending the plan to make that accommodation.

Todd Lieberg encourages Council to move forward with the City funded and designed Aquatic Center, urged Council to look at Legacy Fields and the Multigenerational Center and asked that Council trust staff to lead this project, former partnerships caused delays, lawsuits and refused to turn over designs they have, asked Council to be fiscally conservative and this project should not impact other Council priorities.

Tracy Hills Community Member expressed support for the City to explore private partnerships, widen the roads and improve traffic management and fire issues that affect Tracy Hills.

Michel Bazinet shared that the new design had very little community engagement and no stakeholder consultation and there were no input from the community aquatic experts in the community, the new design plan will require the City to subsidize a large portion of the operating costs, the original design projected a significantly lower City contribution of operating costs, this could potentially be a huge burden on the City and urged Council to defer its decision.

Marsha McCray was a member of the original group that requested an aquatic center and is urging the Council to vote no on Item 3.A, the City is doing a disservice to the Community, but they refuse to use those plan that would serve the community well, the City Council and the public should have the opportunity to compare both designs along with the financial feasibility of both plans

Community Member expressed concerns regarding common items presented different price points, requested that a community room be included in the plan since this could be a potential revenue generator, supports the widening of the roadways and expressed concerns of the potential safety issues if roads are not widened

Council Comments and questions continued.

ACTION: Motion was made by Mayor Arriola and seconded by Council Member Bedolla to adopt a Resolution that (A) approve the implementation of an Aquatic Center Final Conceptual Plan, completed by Group 4 Architecture, Research + Planning, Inc., and (B) authorizing Group 4 Architecture, Research + Planning, Inc. (Consultant) and staff to proceed with Phase 2 of the Professional Services Agreement between the City and Consultant approved pursuant to Resolution No. 2024-160 for services related to Capital Improvement Project 78054, and (C) authorizing the City Manager, or designee, to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures and amend to reflect the option of an indoor full build out aquatic center with potential alternative indoor options. Roll call found Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered.

- 3.B. Staff recommends that the City Council receive an update on the Measure V revenue projections, current spending plan and provide direction to staff regarding priorities.

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

Council comments and questions.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to accept the Measure V revenue projections, current spending plan. Roll call found Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered.

- 3.C. Staff recommends that the City Council discuss, consider actions to accept a donation from Integral Communities for a Public Art Sculpture and installation in the public right-of-way on the roundabout at Corral Hollow Road and Sierra View Drive Intersection, and provide direction.

Karin Schnaider, Assistant City Manager provided the staff report.

Council comments and questions.

John Palmer, Project Manager from Tracy Hills shared that he and Mike Souza would be available to answer Council questions and thanked staff and Arts Commission for their work and asked Council for support and that the existing policy be looked into by the City Manager and City Attorney.

Mary Mitracos requested that Council revisit the donation policy down the road and this donation should be accepted and requested that Council make an exception and that this is a donation made by the developer, it should have the Tracy Hills name on it since it is a marker.

Council comments and questions.

Mr. Palmer answered Council questions regarding the donated

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans accept the donation with a one-time exception to the policy and direct staff to work on donation policy language. Roll call found Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Alice English thanked staff and Council for the work that's being done, shared that Corral Hollow and the commitment to those improvements need to be transparent and it needs to be moved up in the priorities and if the Aquatic Center comes in, the disruption on Corral Hollow is going to be a huge impact on those that reside South of Tracy.

5. STAFF ITEMS – Midori Lichtwardt, City Manager shared that there will be a free document shredding event for Tracy Residents on April 19, 2025, from 9:00 a.m. to 12:00 p.m. This event will be held at the north parking lot of Tracy City Hall.
<https://www.cityoftracy.org/our-city/departments/public-works/recycling-solid-waste>
4. COUNCIL ITEMS – COUNCIL ITEMS – Council Member Nygard thanked the developer for bringing this piece of art, shared her attendance at various community events and the Council Retreat on April 6, 2025, thanked fellow Council Members, City Managers, facilitator and staff for an informative and productive session.

Mayor Arriola expressed condolences on the April 10, 2025, passing of former Council Member Willard Souza, the father of former Council Member Mary Mitracos.

Mayor Arriola wished the community a Happy Easter, Happy Earth Day, Happy Cinco de Mayo, and a Happy Birthday to Mayor Pro Tem Abercrombie.

6. ADJOURNMENT – Time: 11:16 p.m.

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

The above agenda was posted at the Tracy City Hall on April 10, 2025. The above are action minutes. A recording is available at the office of the City Clerk

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 15, 2025, 8:30 p.m.

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

1. Mayor Arriola called the meeting to order at 11:19 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call and Declaration of Conflicts – Council Members, Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present.
4. ITEMS FROM THE AUDIENCE – There were no items of the audience.
5. Request to Conduct Closed Session:

5.A CONFERENCE WITH LEGAL COUNSEL —EXISTING LITIGATION (Gov. Code Section 54956.9, (d)(1))

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

Case Name: City of Tracy v. Surland Communities, LLC., San Joaquin County Superior Court, Case No. STK-CV-UBC-2024-0002338

There was no public comment on item 5.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded Council Member Evans to recess to closed session. Time: 11:20 p.m. Roll call found Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola, all in favor; passed and so ordered.

6. Reconvene to Open Session – Time: 11:26 p.m.
7. Report of Final Action – No report of final action.
8. Council Items and Comments – There were no public comments.
9. Adjournment: Time: 11:27 p.m.

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

The above agenda was posted at the Tracy City Hall on April 10, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 29, 2025, 7:00 p.m.

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

1. Mayor Arriola called the meeting to order at 7:07 p.m.
2. There were no actions taken pursuant to AB 2449.

Andrew Shen, Interim City Attorney asked the following:

Council Member Bedolla has requested to participate in this meeting by teleconference without posting the agenda at his remote location using the Brown Act's "Just Cause" exception.

Council Member Bedolla, I understand that you have a contagious illness that prevents you from attending in person – is that correct? Council Member Bedolla confirmed.

Councilmember Bedolla, are there any individuals 18 years of age or older at your location? Council Member Bedolla confirmed that there was no one present.

I would also like the record to reflect that a majority of the Council is present in person in the City Hall chambers, which is open to the public.

Council Member Bedolla, please remember you must participate through audio and video technology and stay "on screen" during the meeting.

Council Members, please note that all votes taken during Councilmember Bedolla's remote attendance must be taken by roll call vote.

3. Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present.
4. ITEMS FROM THE AUDIENCE – There were no items of the audience.
5. Request to Conduct Closed Session:

5.A Personnel Matter (Gov. Code § 54957)

Public Employee Appointment and Employment

Position Title: City Attorney

5.B CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation. Case Name: City of Tracy v. Kaur, et al., San Joaquin Superior Court, Case No. STK-CV-UED-2023-0002974

5.C CONFERENCE WITH LEGAL COUNSEL —EXISTING LITIGATION (Gov. Code Section 54956.9, (d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation. Case Name: City of Tracy v. Surland Communities, LLC, San Joaquin County Superior Court, Case No. STK-CV-UBC-2024-0002338

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to recess to closed session at: 7:11 p.m. for items 5.A and 5.B. Item 5.C has been withdrawn at this time. Roll call found Council Members Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola, all in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

6. Reconvene to Open Session – Time: 9:05 p.m.

7. Report of Final Action – No reportable action on Item 5.A. For Item 5.B Council has unanimously approved a settlement amount of \$105,000 in the matter of City of Tracy v. Kaur.

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

9. Adjournment: Time: 9:13 p.m.

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

The above agenda was posted at the Tracy City Hall on April 24, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) approving the Cooperative Agreement with the San Joaquin Council of Governments for the City of Tracy to receive a reimbursement of \$13,000,000 for Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road, 2) approving an appropriation of \$1,097,209 from Core Traffic (F375) and \$786,110 from Ellis Area Traffic (F331) Fees for project construction and construction management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road.

EXECUTIVE SUMMARY

Staff requests that the Council approve the Cooperative Agreement with San Joaquin Council of Governments (SJCOG) for Capital Improvement Project (CIP) 73144 Corral Hollow Widening from Parkside Drive to Linne (Project) in order for the City to receive a reimbursement of \$13M in County Measure K funds. The Project is eligible for funds as specified in the Measure K Renewal Strategic Plan within the Congestion Relief, Regional Arterial, and the funding category of the Local Transportation Improvement Plan (LTIP). Additionally, staff requests that the Council approve an appropriation of \$1,097,209 in Core Traffic (F375) and \$786,110 in Ellis Area Traffic (F331) Fees to support construction and construction management services for the Project.

DISCUSSION

Corral Hollow Road from Parkside Drive to the Interstate 580 (I-580) interchange is a major arterial north-south connection for the City (Corral Hollow Corridor). The City's 2012 Transportation Master Plan (TMP) identified widening Corral Hollow Road from Parkside Drive to I-580 as a necessary improvement to mitigate congestion and improve access to accommodate growth within the City limits. With the development of the Ellis and Tracy Hills projects, widening and improving this portion of Corral Hollow Road is critical to moving traffic of all modes to and from the northern and southern areas of the City.

The Corral Hollow Corridor project is divided into six (6) phases. Under this approach, CIP 73144 will consist of the improvements from Parkside Drive south to Linne Road under Phase 4 and is funded by Measure K, Tracy Infrastructure Master Plan (TIMP) fees, Gas Tax, and Ellis Traffic fees.

The Project was initially scheduled for widening after 2025 when sufficient funds from Measure K were collected. As a result, SJCOG allocated funding of \$13,000,000 from the initial bond proceeds from Measure K for the widening of Corral Hollow Road between Parkside Drive and Linne Road. There are also an additional \$1,097,209 in Core Traffic and \$786,110 in Ellis Area Traffic Fees available for the widening under the CIP 73144 scope. The Project does not include widening and signalizing the intersection with Valpico Road, which is currently under construction through CIP 72095.

FISCAL IMPACT

This Project is funded primarily from Measure K, with a City-required match that will be appropriated from Core Traffic (F375) and Ellis Area Traffic (F331) Fees. The funding splits are shown in the table below:

Funding Source	Budget	Expenses	Balance
242 - Transp Sales Tax	\$ 3,000,000	\$ 2,966,315	\$ 33,685
245 - Gas Tax	\$ 82,735	\$ 82,735	\$ -
331 - Ellis Area Traffic	\$ 786,110	\$ 2,735	\$ 783,375
363 - TIMP traffic	\$ 2,871,587	\$ 2,088,467	\$ 783,120
375 - CORE Traffic	\$ 1,097,209	\$ -	\$ 1,097,209
808- Reg Transport Impact	\$ 157,616	\$ 157,616	\$ -
Current Budget	\$ 7,995,257	\$ 5,297,868	\$ 2,697,389

COORDINATION

Not applicable.

CEQA DETERMINATION

This action is not a "Project" and, therefore, not subject to the California Environmental Quality Act (CEQA), under CEQA Guidelines section 15378 as this agreement is a funding mechanism.

STRATEGIC PLAN

This agenda item supports City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends that the City Council adopt a resolution to 1) approve the Cooperative Agreement with the San Joaquin Council of Governments for the City of Tracy to receive a reimbursement of \$13,000,000 for Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road, 2) approve an appropriation of \$1,097,209 from Core Traffic (F375) and \$786,110 from Ellis Area Traffic (F331) Fees for project construction and construction management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road.

Prepared by: Habibullah Habib, PE, Associate Civil Engineer

Reviewed by: Sharat Bandugula, PE, Acting Assistant City Engineer

Sara Castro, Finance Director

Andrew Shen, Interim City Attorney

Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

ATTACHMENTS:

Attachment A - Cooperative Agreement between SJCOG and the City of Tracy

**MEASURE K RENEWAL
COOPERATIVE AGREEMENT (C-24-078)
FOR
CORRAL HOLLOW WIDENING (PARKSIDE TO LINNE)**

This Cooperative Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the CITY OF TRACY (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS acting as the Local Transportation Authority (“Authority”). Sponsor and Authority may each be referred to herein as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance (“LTIP”), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein (“Project”); and

WHEREAS, the Project is eligible for funds (as specified in the Measure K Renewal Strategic Plan) within the **CONGESTION RELIEF, REGIONAL ARTERIAL** and the funding category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in an amount up to \$13,000,000; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$13,000,000 of the total project costs as listed in Exhibit “A”; and

WHEREAS, any difference in cost which results in less than \$13,000,000 of Measure K Renewal funds being spent on the Project shall be retained by the Authority for reallocation to any other eligible project; and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor’s Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I **Covenants of Sponsor**

1.1. Project Application. The Project description, scope of work, delivery schedule, corridor-specific cost by activity, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds and the Measure K Renewal “not to exceed” amount are specified in Exhibit “A,” and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit “A” may not be implemented until it has been approved by the Authority. In no event will a change of scope result in the Authority reimbursing more than \$13,000,000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be as specified in Exhibit “A” or as may be approved from time to time by the Authority pursuant to Section 1.2.

1.4. Right of Way Costs. It is understood that right-of-way acquisition costs are not eligible reimbursement costs of the Project.

1.5. Measure K Renewal Percentage Share Defined. For this Project, the estimated Measure K Renewal share of eligible reimbursements shall not exceed the lesser of \$13,000,000 of the total project costs listed in Exhibit “A”.

1.6. Invoices and Progress Reports. Starting one month after the execution of this contract, Sponsor shall provide quarterly progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These documents shall include the following specified information:

1.6.a. Copies of Consultant Invoices. Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.b. Progress Reports. The quarterly progress reports shall include a brief description of the status of the Project, the work completed to date, including any issues that may impact Project schedule. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.7. Use of Funds. Sponsor shall use Measure K Renewal funds consistent with the Project scope of work, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2.

1.8. Submittal of Bid Documents. All consultant contracts entered into pursuant to this capital funding agreement shall follow a competitive bidding process or give justification for using a sole source in a manner substantially similar to that described in the San Joaquin Council of Governments Financial Management & Accounting Processing Manual. When the contract is awarded, Sponsor shall provide to the Authority one (1) copy of the bid tabulation, and the bid schedule of the successful bidder, complete with unit prices and total award amount. All awarded contracts shall include performance bonds, labor and material bonds, a provision for liquidated damages, and may include any other penalty clauses for nonperformance of the contract. Sponsor shall provide copies to the Authority of all other executed contracts which relate to the Project scope, as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.8.a Communication to Authority. Upon inquiry, Sponsor shall communicate, verbal or written, to Authority or its representatives with Project documents, invoices and progress reports, at any time of Project activities consistent to the provisions specified in Section I (1.6), (1.7), (1.8), and Section II (2.2).

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$13,000,000 of the total eligible costs set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.9.a. Letter of Project Completion. Sponsor shall provide a letter of project completion which includes final cost, revenues, schedule of activities, etc. This letter shall accompany the final invoice for payment from the sponsor to provide notice of project account closing by Authority.

1.10. Public Outreach. Sponsor shall be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the project development and project delivery in construction. Sponsor shall include the Authority staff in the distribution list of all draft and final copy of the public outreach plan and materials of the public outreach activities. Sponsor shall provide the Authority timely email and postal distribution of all public outreach materials including but not limited to public meeting notices, postcards, and other meeting information. The public outreach plan shall identify the Authority in the list of interested stakeholders or project partners. The public outreach plan shall accompany in the first invoice for payment from the Sponsor. All other public outreach materials, meeting summary, and attendance list shall accompany in the invoice for the billing period which the public outreach was performed.

1.11. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit "A," this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.12. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor, or sub-contractor and their insured and sureties suspected of any acts errors, or omissions committed during business activities that economically damage the project.

1.13. Provision of Signs. Sponsor shall install signs consistent with the specifications set forth in Exhibit “B” of this Agreement, attached hereto and incorporated herein by this reference. Signs shall be posted at both ends of the project boundaries so as to be visible to motorists traveling in either direction.

SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The total reimbursement percentage share for this Project shall not exceed the lesser of \$13,000,000 and the available Measure K Renewal funds per fiscal year as specified in Exhibit “A”.

2.1.e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1.e.(1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor’s staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day

of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e.(2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e.(3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the San Joaquin Council of Governments Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e.(4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

SECTION III Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.a. Breach of Obligation. If a Party believes that the other is in breach of this agreement, that Party shall provide written notice to the breaching Party and the written notice shall identify the nature of the breach. The breaching Party shall have thirty (30) days from the date of notice to initiate steps to cure any breach that is reasonably capable of being cured. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. If the non-breaching Party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching Party may seek available legal remedies.

3.2.b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties.

3.2.c. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. That neither Sponsor nor any officer or employee thereof, shall be responsible for, and Authority shall fully defend, indemnify and hold harmless Sponsor against, any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Diane Nguyen, AICP
Executive Director
San Joaquin County Transportation Authority
555 E. Weber Avenue
Stockton, CA 95202

TO SPONSOR:

Midori Lichtwardt
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.10. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.12. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13. Survival. The following provisions in this Agreement shall survive discharge:

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to

provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.13.b. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.13.c. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3.2.a. (obligation which survives termination), and Section 3.3 (mutual indemnities).

3.14. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure K Renewal. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15. Attorneys' Fees. Should any litigation commence between the Parties concerning the rights and duties of any Party pursuant to, related to, or arising from, this Agreement, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the Project or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

3.22. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first written above.

CITY OF TRACY

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

MIDORI LICHTWARDT
City Manager

PAUL AKINJO
Chair

ATTEST:

ATTEST:

By: _____

By: _____

NECY LOPEZ
Acting City Clerk

DIANE NGUYEN, AICP
Executive Director

APPROVED AS TO FORM:

By: _____

By: _____

ANDREW SHEN
City Attorney

GRACIE OROSCO
Deputy Director of Finance

EXHIBIT A

**City of Tracy
Corral Hollow Widening (Parkside to Linne)**

1. Project Name, Location:

Corral Hollow Widening (Parkside Rd to Linne Rd)
(See Attached Project Vicinity Map)

2. Project Sponsor, Contact Person, Phone Number:

City of Tracy
Sharat Bandugula, Acting Assistant City Engineer
(209) 831-6463
sharat.bandugula@cityoftracy.org

3. Project Scope of Work:

The City of Tracy proposes to improve Corral Hollow Road between Parkside Road and Linne Road.

4. Expected Time of Delivery of Overall Project:

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Design/ Environmental	09/01/2017	02/20/2018
Final Design	05/15/2017	12/20/2025
Right of Way Acquisition	08/15/2017	5/15/2019
Construction	05/15/2026	12/30/2028

5. Estimated Project Cost (as applicable for each of the phases described above):

	<u>Measure K Amount</u>	<u>Total Cost</u>
Preliminary Design/ Environmental	N/A	N/A
Final Design	N/A	N/A
Right of Way Acquisition	N/A	N/A
Construction	\$13,000,000	\$13,000,000

Exhibit A

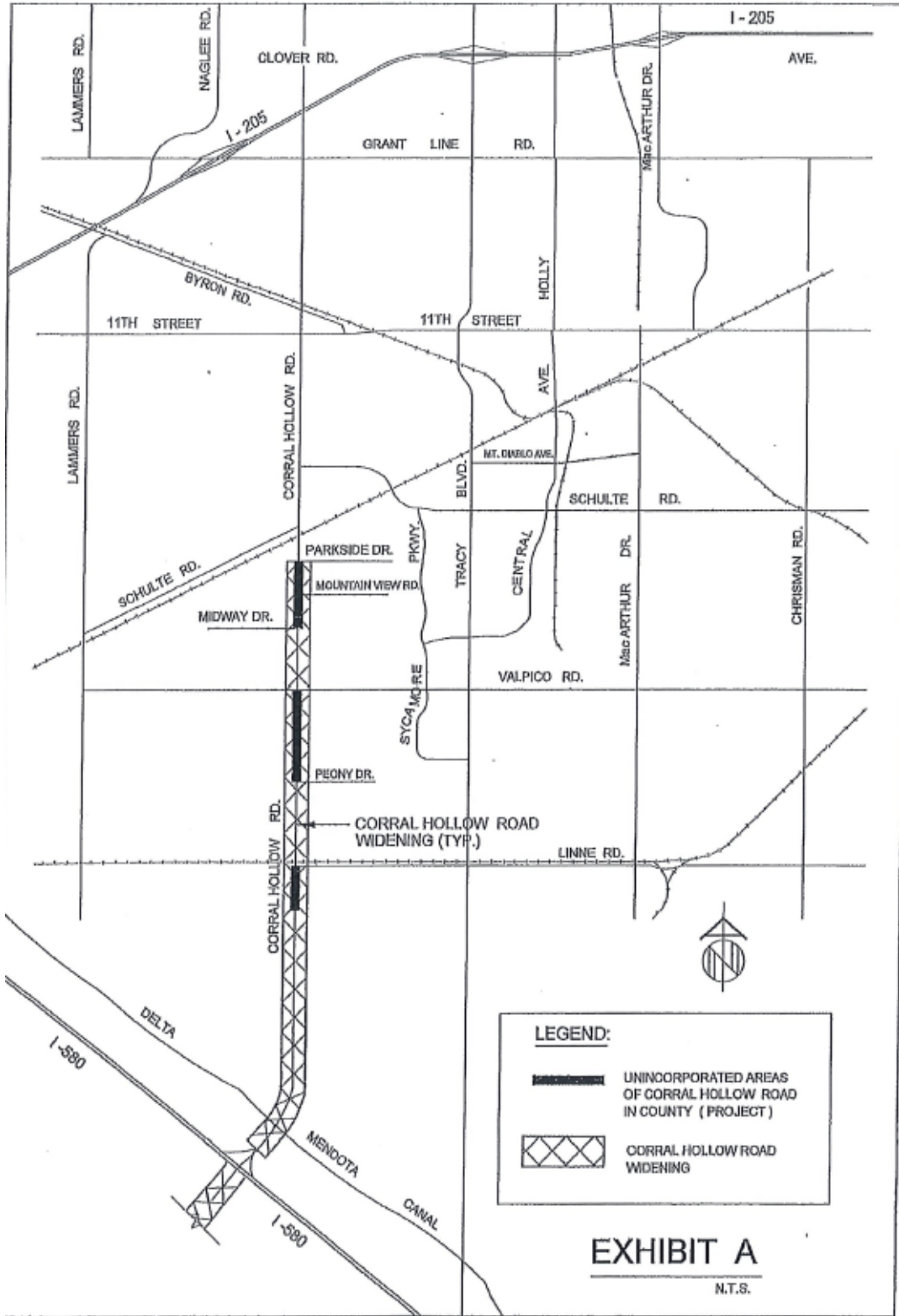
6. Expected Timing for Release of Measure K Funds by Quarter:

	FY 25/26	FY 26/27	FY 27/28	
July - September	\$0	\$2,000,000	\$500,000	
October - December	\$0	\$3,000,000	\$500,000	
January - March	\$0	\$3,000,000	\$0	
April -June	\$1,000,000	\$3,000,000	\$0	
TOTAL	\$1,000,000	\$11,000,000	\$1,000,000	\$13,000,000

7. Source(s) and Amount(s) of Funds for Project

	<u>Amount</u>	<u>Percentage</u>
Measure K Regional Arterial Program	\$13,000,000	87.35%
City of Tracy Local Funds	\$1,883,319	12.65%
TOTAL	\$14,883,319	100%

8. Project Vicinity Map (see attached)



TRACY CITY COUNCIL
RESOLUTION 2025-_____

1) APPROVING THE COOPERATIVE AGREEMENT WITH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR THE CITY OF TRACY TO RECEIVE A REIMBURSEMENT OF \$13,000,000 FOR PROJECT CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR CAPITAL IMPROVEMENT PROJECT 73144, CORRAL HOLLOW ROAD WIDENING FROM PARKSIDE DRIVE TO LINNE ROAD, 2) APPROVING AN APPROPRIATION OF \$1,097,209 FROM CORE TRAFFIC (F375) AND \$786,110 FROM ELLIS AREA TRAFFIC (F331) FEES FOR PROJECT CONSTRUCTION AND CONSTRUCTION MANAGEMENT FOR CAPITAL IMPROVEMENT PROJECT 73144, CORRAL HOLLOW ROAD WIDENING FROM PARKSIDE DRIVE TO LINNE ROAD.

WHEREAS, the City's 2012 Transportation Master Plan (TMP) identified widening Corral Hollow Road from Parkside Drive to I-580 as a necessary improvement to mitigate congestion and improve access to accommodate growth within the City limits; and

WHEREAS, with the development of the Ellis and Tracy Hills projects, widening and improving this portion of Corral Hollow Road is critical to moving traffic of all modes to and from the northern and southern areas of the City; and

WHEREAS, the Corral Hollow Corridor project is divided into six (6) phases. Under this approach, CIP 73144 will consist of the improvements from Parkside Drive south to Linne Road under Phase 4 and is funded by Measure K, Tracy Infrastructure Master Plan (TIMP) fees, Gas Tax, and Ellis Traffic fees; and

WHEREAS, the portion of Corral Hollow Road between Parkside Drive and Linne Road was initially scheduled for widening after 2025 when sufficient funds from Measure K were collected; and

WHEREAS, as a result, the San Joaquin Council of Governments (SJCOG) allocated funding of \$13,000,000 from the initial bond proceeds from Measure K for the widening of Corral Hollow Road between Parkside Drive and Linne Road; and

WHEREAS, there are also an additional \$1,097,209 of Core Traffic Fees (F375) and \$786,110 from Ellis Area Traffic (F331) Fees available for the widening of Corral Hollow Road between Parkside Drive and Linne Road; and

WHEREAS, the widening of Corral Hollow Road between Parkside Drive and Linne Road does not include widening and signaling the intersection with Valpico Road; and

WHEREAS, the Project is eligible for funds as specified in the Measure K Renewal Strategic Plan within the Congestion Relief, Regional Arterial, and the funding category of the Local Transportation Improvement Plan (LTIP); and

WHEREAS, this Project is funded primarily from Measure K, with a City-required match that will be appropriated from Core Fees Traffic (F375). The funding splits are shown in the table below:

Funding Source	Budget	Expenses	Balance
242 - Transp Sales Tax	\$ 3,000,000	\$ 2,966,315	\$ 33,685
245 - Gas Tax	\$ 82,735	\$ 82,735	\$ -
331 - Ellis Area Traffic	\$ 786,110	\$ 2,735	\$ 783,375
363 - TIMP traffic	\$ 2,871,587	\$ 2,088,467	\$ 783,120
375 - CORE Traffic	\$ 1,097,209	\$ -	\$ 1,097,209
808- Reg Transport Impact	\$ 157,616	\$ 157,616	\$ -
Current Budget	\$ 7,995,257	\$ 5,297,868	\$ 2,697,389

; now, therefore, be it

RESOLVED: That the City Council approves the Cooperative Agreement with the San Joaquin Council of Governments for the City of Tracy to receive a reimbursement of \$13,000,000 for Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road Widening from Parkside Drive to Linne Road; and be it

FURTHER RESOLVED: The City Council approves an appropriation of \$1,097,209 from Core Traffic (F375) Fees and \$786,110 from Ellis Area Traffic (F331) Fees For Project Construction and Construction Management for Capital Improvement Project 73144, Corral Hollow Road, Widening from Parkside Drive to Linne Road.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May 2025, by the following vote:

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

 DAN ARRIOLA
 Mayor of the City of Tracy, California

ATTEST: _____
 NECY LOPEZ
 Acting City Clerk and Clerk of the Council of the
 City of Tracy, California

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution ratifying the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2025-2026, as required by the Joint Powers Agreement between SJCOG and its member agencies.

EXECUTIVE SUMMARY

This item seeks Council approval and ratification of the San Joaquin Council of Governments (SJCOG) Annual Financial Plan. The San Joaquin Council of Governments (SJCOG) is a joint-powers authority comprised of the County of San Joaquin and the cities of Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, Mountain House and Lathrop. The San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, which is to be sent to each of the member agencies for ratification.

BACKGROUND AND LEGISLATIVE HISTORY

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 March 31, 2025, (Attachment A) requesting the City ratify the Plan prior to June 30, 2025; Resolution R-2025-24 adopting the Plan; and a copy of the Annual Financial Plan (Attachment B).

ANALYSIS

The San Joaquin Council of Governments (SJCOG) is a joint-powers authority comprised of the County of San Joaquin and the cities of Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, Mountain House, and Lathrop. The role of SJCOG is to foster intergovernmental coordination within San Joaquin County and with neighboring jurisdictions, other regional agencies in the San Joaquin Valley, the state of California, and various Federal agencies.

The San Joaquin Council of Governments is required by a Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually. The Annual Financial Plan is a line-item budget identifying estimated revenues and expenditures for the fiscal year. On March 27, 2025, a proposed Annual Financial Plan was presented to the SJCOG Board of Directors. The budget is sent to each of the member agencies for ratification.

FISCAL IMPACT

SJCOG receives funding from Federal, State and local funding 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.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council, by resolution, ratify the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2025-2026, as required by the Joint Powers Agreement between SJCOG and its member agencies.

Prepared by: Necy Lopez, Acting City Clerk

Reviewed by: Sara Cowell, Director of Finance
Arturo Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A - San Joaquin Council of Government's Correspondence
Attachment B - Annual Financial Plan for FY 2025-2026
Attachment C – SJCOG Staff Report and Adopted Resolution



Paul Akinjo
CHAIR

Christina Fugazi
VICE CHAIR

Diane Nguyen
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
MOUNTAIN HOUSE,
RIPON,
STOCKTON,
TRACY,
and
THE COUNTY OF SAN
JOAQUIN

SAN JOAQUIN COUNCIL OF GOVERNMENTS

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

March 31, 2025

Midori Lichtwardt
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Dear Ms. Lichtwardt:

On March 27, 2025 the SJCOG Board adopted the Annual Financial Plan for FY 2025-26. Attached is the board staff report as well as a 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 a majority of the 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 FY 2025-26 on a forthcoming consent agenda prior to June 30, 2025, for ratification.

The Annual Financial Plan implements the FY 2025-26 Overall Work Program (OWP) that was also adopted by the SJCOG Board on March 27, 2025.

The attached excerpt of the Annual Financial Plan (AFP) provides a summary of revenues and expenditures by cost category and line item comparing the approved FY 2025-26 budgets with the current year (FY 2024-25) adopted budget, as most recently amended, along with FY 2023-24 actual expenditures. Revenues and expenditures total **\$55,267,077.00**. The approved AFP 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.

Readers should note several differences between SJCOG and its member agencies' 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 for 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 7.5 % 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 (Mission Square Retirement).
 - b. SJCOG employee vacation accruals are capped at two times the individual's annual leave.
 - c. Upon separation with 50 years of age or 20 years of SJCOG employment, an employee can convert accrued sick leave hours to be deposited into a Retirement Health Savings Account to pay for health-related expenses. The conversion is based upon the employee's salary at retirement.

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, 2025.** 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 (209) 235-0454.

Thank you for your assistance.

Sincerely,

DocuSigned by:

Grace OroSCO

4B604696DA544F7...

GRACE OROSCO

Interim Deputy Director of Finance & Administration

Attachments:

FY 2025-26 Annual Financial Plan Board Summary

FY 2025-26 Annual Financial Plan Staff Report

R-2025-24



**San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2024/25**

Proposed Final March 27, 2025

CHAIR

Mayor Paul Akinjo, City of Lathrop

VICE-CHAIR

Mayor Christina Fugazi, City of Stockton

BOARD OF DIRECTORS

Councilmember Jeremy Engle

Councilmember Lisa Craig

Mayor Gary Singh

Mayor Andy Su

Councilmember Leo Zuber

Councilmember Mario Enriquez

Councilmember Mariela Ponce

Mayor Dan Arriola

Supervisor Sonny Dhaliwal

Supervisor Steven Ding

Supervisor Robert Rickman

City of Escalon

City of Lodi

City of Manteca

City of Mountain House

City of Ripon

City of Stockton

City of Stockton

City of Tracy

County of San Joaquin

County of San Joaquin

County of San Joaquin

EX OFFICIO DIRECTORS

Grace Magsayo, Director

Gary Giovanetti, Vice Chair

William R. Trezza, Vice Chair

Caltrans District 10

San Joaquin Regional Transit District

Port of Stockton

SUBMITTED BY:

Diane Nguyen
Executive Director

Grace Orosco
Interim Deputy Director of Finance and Administration

**San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2025/2026
Proposed Final March 27, 2025**

REVENUES	FY 2023-24 Actual	FY 2024-25 Amendment #4	FY 2025-26 Proposed Final	+/- Change	+/- % Change
Federal Grants	3,849,138	31,308,903	30,187,954	(1,120,949)	-3.58%
State Grants	5,307,886	21,242,553	15,686,997	(5,555,556)	-26.15%
Local	6,741,738	8,163,438	9,292,126	1,128,688	13.83%
Interest	113,574	20,000	40,000	20,000	100.00%
Other	56,140	60,000	60,000	-	0.00%
SJCOG OPERATING REVENUE	16,068,475	60,794,894	55,267,077	(5,527,817)	-9.09%
EXPENDITURES					
Salaries & Benefits	5,681,144	6,944,063	7,137,261	193,198	2.78%
Services & Supplies	1,418,632	1,572,500	1,666,500	94,000	5.98%
Office Expense	303,491	367,000	367,000	-	0.00%
Communications	60,225	60,000	60,000	-	0.00%
Memberships	41,733	45,000	45,000	-	0.00%
Maintenance - Equipment	5,413	10,000	10,000	-	0.00%
Rents & Leases - Equipment	66,642	131,000	131,000	-	0.00%
Transportation,Travel & Training (In & Out of State)	205,943	223,000	233,000	10,000	4.48%
Publications & Legal Notices	7,102	7,500	7,500	-	0.00%
Insurance	257,549	258,000	278,000	20,000	7.75%
Building Operations & Maintenance	337,156	271,000	335,000	64,000	23.62%
SJCOG Building Debt Service Principal and Interest	133,377	200,000	200,000	-	0.00%
Professional Services	8,465,101	50,997,831	45,412,816	(5,585,015)	-10.95%
Professional Services(Staff Augmentation)	86,870	900,000	600,000	(300,000)	-33.33%
Capital Outlay	465,846	380,500	450,500	70,000	18.40%
Unallocated/Reserve					
SJCOG OPERATING EXPENDITURES	16,117,592.19	60,794,894	55,267,077	(5,527,817)	-9.09%

Attachment C

March 2025
SJCOG Board

STAFF REPORT

SUBJECT: FY 2025-2026 Proposed Annual
Financial Plan (AFP)

RECOMMENDED ACTION: Adopt Resolution 2025-24 Approving
the FY 2025-2026 Annual Financial Plan

The attached proposed Annual Financial Plan (AFP) provides a detail of revenues and expenditures by cost category and line item. The proposal compares the FY 2025-2026 budget with the most recently adopted FY 2024-2025 AFP. In addition, it compares the proposal to the FY 2023-2024 actual expenditures. The total revenues and expenditures amount to **\$55,267,077**. The proposed AFP 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.

Below is a summary of revenues and expenditures in the AFP. For details on each of those categories please refer to the attachment.

Readers should note several differences between SJCOG and its member agencies' 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 for Medicare.
- As noted below, SJCOG offers a defined contribution retirement plan to its employees. SJCOG has no CalPERS or other 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:

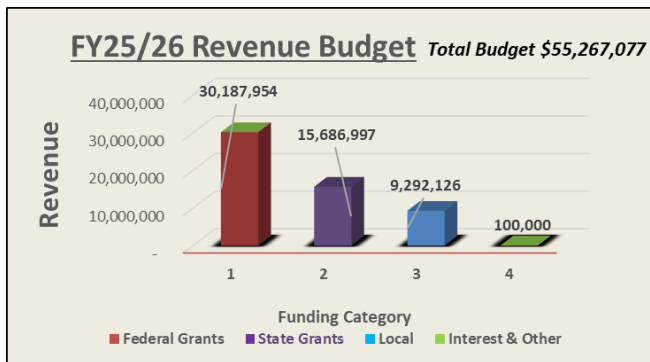
1. Work will not begin, and expenses will not be incurred unless anticipated revenue sources are secured.
2. The budget includes a longevity incentive program to attract and maintain an experienced and knowledgeable workforce. In addition, long-term staff can reach

their maximum salary and only receive cost of living adjustments annually. The incentive is structured to recognize and reward the length of staff's tenure. The longevity pay targets will be 10, 15 and 20 years (of continuous service), with an increase in base salary of 1%, 2% and 3% respectively. Currently, this benefit will apply to ten (10) noncontract employees and the estimated financial impact for FY 2025-2026 is \$34,815.00. *This longevity pay does not apply to the contract position of the Executive Director.*

3. The budget includes a pool equaling 7.5% of current salaries 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).
4. SJCOG has no significant liability exposure for post-employment benefits.
 - a. The employee retirement program is a defined contribution program managed by Mission Square Retirement, formerly the International City Managers Association Retirement Program.
 - b. SJCOG employee vacation accruals are capped at two times the individual's annual leave.
 - c. Upon separation, an employee can convert accrued sick leave hours to be deposited into a Retirement Health Savings Account to pay for health-related expenses, with the qualification of being 50 years of age or 20 years of SJCOG employment. The conversion is based upon the employee's salary at retirement and alleviates SJCOG of any further liability.

REVENUES

Compared to the current year amended AFP, SJCOG general fund operating revenues are proposed to decrease from \$60,794,894 to \$55,267,077, a decrease of \$5,527,817



Federal funding for general fund activities is \$30,187,954 which is 3.58% lower than FY 2024-2025 primarily due to the consumption of FTA 5304 pass through funds and drawdown of Congestion Management Air Quality grant

State funding sources are budgeted at \$15,686,997 or 26.15% lower primarily due to:

- \$1,890,378 drawdown on REAP 2.0
- Consumption of \$2,424,106 from the state grant for Sustainable Transportation Equity Project (STEP).
- \$515,207 drawdown on Regional Climate Collaborative grant.
- \$1,119,158 drawdown on prior year's Freeway Service Patrol funding.

- \$1,067,489 is available for FY 2025-2026 future years of Freeway Service Patrol funding.
- \$468,637 drawdown has occurred on three years of Senate Bill 1 (SB1) Sustainable Transportation Planning Grants offset by a FY 2025-2026 allocation of \$353,501.

Local revenues are primarily higher by \$1,128,688 or 13.83% due to the annual allocation of Measure K for dibs program.

EXPENDITURES

Salaries and Benefits are anticipated to increase by \$193,198 or 2.78%.

The budget will increase from \$6,944,063 to \$7,137,261 compared to the FY 2024-2025 amended budget. It includes \$34,815 for longevity pay and \$319,630 or 7.5% of total salaries pool for merit-based raises. The salary-driven benefits adjust accordingly.

Services and Supplies are proposed to increase by \$84,000.

Liability insurance is increasing by \$20,000 due to increased premiums. Building maintenance is increasing by \$64,000 due to increased utilities, inclusion of the 3rd floor, security upgrades, and vandalism repairs.

Transportation, Travel, and Training increase by \$10,000.

With several new board members and new employees, more training expenses are expected. This budget has increased by \$10,000 up from \$223,000 to \$233,000. This will help to support such activities to represent SJCOG at regional, state, and national conferences and events where SJCOG is a member such as California Councils of Governments, San Joaquin Valley Policy Council, and the Self Help Coalition..

Professional Services and Staff Augmentation will decrease by \$5,885,015 from FY 2024-2025 \$51,897,831 to \$46,012,816.

There are consumptions of various grants and new funding sources, which directly correlate to professional services. For example, the prior years' SB-1 Sustainable Communities grants used \$475,106 and we are budgeting the new SB-1 allocation of \$350,000. The I-205 Managed Lanes Widening project consumed \$366,057, and we drew down on \$106,355 of SB 125. The Sustainable Transportation Equity Project (STEP) consumed \$2,424,106. The San Joaquin Regional Climate Collaborative used \$515,207 while the Regional Early Action Plan (REAP 1.0) and (REAP 2.0) expended \$1,990,986.

Position Classification and Salary Schedule

Per board policy, the salary ranges at both the minimum and maximum levels and are adjusted by the CPI change of 2.9606%.

FISCAL IMPACT

All revenues from the AFP are secured and available. 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. The Annual Financial Plan is the traditional line-item budget identifying estimated revenues and expenditures for the fiscal year. The Annual Financial Plan is complementary to the Overall Work Program.

RECOMMENDATION

That the Board adopt Resolution 2025-24 approving the FY 2025-2026 Annual Financial Plan.



**RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

R-2025-24

**RESOLUTION APPROVING THE ADOPTION OF THE 2025-2026
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 2025-2026 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 27th day of March 2025 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Mayor Arriola, Lathrop; Councilmember Craig, Lodi; Supervisor Dhaliwal, SJ County Supervisor Ding, SJ County; Councilmember Engle, Escalon; Mayor Fugazi, Stockton; Councilmember Enriquez, Stockton; Councilmember Ponce, Stockton; Supervisor Rickman, SJ County; Mayor Singh, Manteca; Mayor Su, Mountain House; Councilmember Zuber, Ripon

NOES:

ABSENT: Mayor Akinjo, Lathrop

A handwritten signature in blue ink, appearing to read 'Paul Akinjo', written over a horizontal line.

Paul Akinjo, Chair

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RATIFYING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2025-2026, AS REQUIRED BY THE JOINT POWERS AGREEMENT BETWEEN SJCOG AND ITS MEMBER AGENCIES

WHEREAS, the San Joaquin Council of Governments (SJCOG) is a joint powers authority comprised of the County of San Joaquin and the cities of Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, and Lathrop; and

WHEREAS, the Joint Powers Agreement between the SJCOG and its member agencies requires the Annual Financial Plan to be ratified by the governing body of each member agency; and

WHEREAS, the Annual Financial Plan is a line-item budget identifying estimated revenues and expenditures for the fiscal year; and

WHEREAS, the SJCOG Board convened and approved the Annual Financial Plan on March 27, 2025; and

WHEREAS, the Tracy City Council considered the Annual Financial Plan at its meeting of May 6, 2025; now, therefore, be it

RESOLVED: that City Council of the City of Tracy hereby approves and ratifies the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2025-2026 attached hereto as Exhibit 1, as required by the Joint Powers Agreement between SJCOG and its member agencies.

Resolution _____
Page 2

The foregoing Resolution _____ was adopted by the Tracy City Council on May 6, 2025,
by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of
the City of Tracy, California

EXHIBITS

Exhibit 1 - FY25-26 SJCOG Annual Financial Plan

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2025/2026
Proposed Final March 27, 2025

REVENUES	FY 2023-24 Actual	FY 2024-25 Amendment #4	FY 2025-26 Proposed Final	+/- Change	+/- % Change
Federal Grants	3,849,138	31,308,903	30,187,954	(1,120,949)	-3.58%
State Grants	5,307,886	21,242,553	15,686,997	(5,555,556)	-26.15%
Local	6,741,738	8,163,438	9,292,126	1,128,688	13.83%
Interest	113,574	20,000	40,000	20,000	100.00%
Other	56,140	60,000	60,000	-	0.00%
SJCOG OPERATING REVENUE	16,068,475	60,794,894	55,267,077	(5,527,817)	-9.09%
EXPENDITURES					
Salaries & Benefits	5,681,144	6,944,063	7,137,261	193,198	2.78%
Services & Supplies	1,418,632	1,572,500	1,666,500	94,000	5.98%
Office Expense	303,491	367,000	367,000	-	0.00%
Communications	60,225	60,000	60,000	-	0.00%
Memberships	41,733	45,000	45,000	-	0.00%
Maintenance - Equipment	5,413	10,000	10,000	-	0.00%
Rents & Leases - Equipment	66,642	131,000	131,000	-	0.00%
Transportation, Travel & Training (In & Out of State)	205,943	223,000	233,000	10,000	4.48%
Publications & Legal Notices	7,102	7,500	7,500	-	0.00%
Insurance	257,549	258,000	278,000	20,000	7.75%
Building Operations & Maintenance	337,156	271,000	335,000	64,000	23.62%
SJCOG Building Debt Service Principal and Interest	133,377	200,000	200,000	-	0.00%
Professional Services	8,465,101	50,997,831	45,412,816	(5,585,015)	-10.95%
Professional Services (Staff Augmentation)	86,870	900,000	600,000	(300,000)	-33.33%
Capital Outlay	465,846	380,500	450,500	70,000	18.40%
Unallocated/Reserve					
SJCOG OPERATING EXPENDITURES	16,117,592.19	60,794,894	55,267,077	(5,527,817)	-9.09%

May 6, 2025

Agenda Item 1.D

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

EXECUTIVE SUMMARY

This item provides Council with an opportunity to receive a grant award in the amount of \$436,246 from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation for the Tracy Interim Shelter Site project (Temporary Emergency Housing Facility). This grant is funded by San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation and is being allocated to partially fund operations costs at the Temporary Emergency Housing Facility.

The Tracy Homelessness Advisory Committee heard this item on April 17, 2025 and recommended that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

The 2024 San Joaquin Continuum of Care Point in Time (PIT) Count of Sheltered and Unsheltered Homeless individuals reflect 200 sheltered/unsheltered homeless individuals living within Tracy's City limits, with 98 of these currently sheltered. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources, to both build and operate a temporary emergency housing facility, to address the impacts of homelessness within the community. Staff oversight of shelter operations has included staff coordinating efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility, CIP 71112. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the City limits. This effort not only focuses on housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and supportive services would be provided to the unsheltered population at the 370 Arbor Avenue, Tracy location.

On September 19, 2024 San Joaquin County staff released the Notice of Funding Availability (NOFA) for HHAP Round 4. On October 25, 2024, the City of Tracy submitted an application in the amount of \$855,800. This application included shelter operations, street outreach and services coordination funding requests. On January 7, 2025, the City

was notified of the award in the amount of \$436,246 to support shelter operations at the Tracy Interim Shelter site. On March 13, 2025, the San Joaquin County CoC board approved the allocation to the City of Tracy.

ANALYSIS AND DISCUSSION

The Temporary Emergency Housing Facility Project was developed as a “Campus Concept” comprised of four phases of which areas are in the final design stages and/or construction. This grant funding will be used to cover operation costs for the Tracy Temporary Emergency Housing Facility. This project is intended to provide a site for those seeking shelter within the City limits and the approval of this item will accept the grant.

FISCAL IMPACT

Upon acceptance of this grant, the Parks, Recreation and Community Services Department, Homeless Services Division will receive and appropriate \$436,246 in grant funds from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation. The funding will be allocated for the operations services reflected below to continue with the operation of the Temporary Emergency Housing Facility, which is currently funded through the City’s General Fund. The \$436,246 grant is to be appropriated to the FY2023-24 Homeless Services Division operating budget. There is no City match requirement for the acceptance of this grant.

Name: City of Tracy		
Location:		370 W. Arbor Avenue, Tracy, CA 95304
Activity:		Shelter Operations
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$208,865
	Utilities (includes gas, water, sewer, electric, pest control, trash, fire alarm, phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$208,047
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Street Outreach	Personnel Expenses:	\$19,334
	Street Outreach & Support Specialist	
	Total Budget	\$436,246

CEQA DETERMINATION

A CEQA determination is not required of this item, under CEQA Guidelines section 15378 as this agreement is a funding mechanism.

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommends that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$436,246 of the total grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Parks, Recreation and Community Services Director
Arturo M. Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A –City of Tracy HHAP 4 Subrecipient Agreements for Operating Subsidies of Interim Housing
Attachment B –City of Tracy HHAP 4 Subrecipient Agreements for Services Coordination
Attachment C –City of Tracy HHAP 4 Subrecipient Agreements for Street Outreach

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,865.08 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

Exhibit A	Authority, Purpose and Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D
Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Volunteer Services Coordinator		
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,047.39 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

Exhibit A	Authority, Purpose and Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

- I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D

Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name: City of Tracy		
Location: 370 W. Arbor Avenue, Tracy, CA 95304		
Activity: Shelter Operations		
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
	Volunteer Services Coordinator	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$19,334.07 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

- Exhibit A Authority, Purpose and Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D

Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
	Volunteer Services Coordinator	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM SAN JOAQUIN COUNTY HOMELESSNESS HOUSING ASSISTANCE AND PREVENTION ROUND 4 ALLOCATION IN THE AMOUNT OF \$436,246 TO PARTIALLY FUND OPERATIONS COSTS OF THE TRACY INTERIM SHELTER SITE (TEMPORARY EMERGENCY HOUSING FACILITY, CIP 71112); AND

(2) APPROPRIATING \$436,246 OF THE TOTAL GRANT FUNDS TO THE PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT, HOMELESS SERVICES DIVISION

WHEREAS, pursuant to the City Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the City limits; and

WHEREAS, this effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency which resulted in the development of a "Campus Concept" where temporary housing and Supportive Services would be provided to the unsheltered population; and

WHEREAS, the work to develop and provide services at this "campus" has continued and has grown to include identifying and applying for ways to offset the cost of construction, services and support provided to the unhoused residents of the campus, which has been named the Temporary Emergency Housing Facility (TEHF); and

WHEREAS, on September 19, 2024 San Joaquin County staff released the Notice of Funding Availability (NOFA) for Homelessness Housing Assistance and Prevention (HHAP) Round 4; and

WHEREAS, on October 25, 2024 the City of Tracy submitted an application for HHAP Round 4 in the amount of \$855,800 and the application included shelter operations, street outreach and services coordination funding requests; and

WHEREAS, on January 7, 2025, the City was notified of the award in the amount of \$436,246 to support shelter operations at the Tracy Interim Shelter site; and

WHEREAS, March 13, 2025, the San Joaquin Continuum of Care board approved the allocation to the City of Tracy; and

WHEREAS, the grant funding will be used to cover operation costs for the Tracy Temporary Emergency Housing Facility; and

WHEREAS, City match is not required; and

WHEREAS, a CEQA determination is not required of this item, under CEQA Guidelines section 15378 as this agreement is a funding mechanism; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on April 17, 2025 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 4 allocation in the amount of \$436,246 as reflected in Exhibits 1, 2 and 3, to partially fund operations costs of the Tracy Interim Shelter Site (Temporary Emergency Housing Facility, CIP 71112); and be it

FURTHER RESOLVED: That the City Council hereby appropriates the \$436,246 dollars of the total grant funds to Parks, Recreation and Community Services Department, Homeless Services Division.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on May 6, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

- (1) City of Tracy HHAP 4 Subrecipient Agreements for Operating Subsidies of Interim Housing
- (2) City of Tracy HHAP 4 Subrecipient Agreements for Services Coordination
- (3) City of Tracy HHAP 4 Subrecipient Agreements for Street Outreach

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,865.08 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

- Exhibit A Authority, Purpose and Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D

Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name: City of Tracy		
Location: 370 W. Arbor Avenue, Tracy, CA 95304		
Activity: Shelter Operations		
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$208,047.39 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

- Exhibit A Authority, Purpose and Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D

Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name:	City of Tracy	
Location:	370 W. Arbor Avenue, Tracy, CA 95304	
Activity:	Shelter Operations	
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Volunteer Services Coordinator		
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

SAN JOAQUIN COUNTY

2020 HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM - ROUND 4
SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT entered into, by and between San Joaquin County, A political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Tracy, herein after referred to as "SUBRECIPIENT". Collectively "COUNTY" and "SUBRECIPIENT" are the "Parties".

The term of this SUBRECIPIENT AGREEMENT is the date of the Effective Date (May 13, 2025) through the Expiration Date, June 30, 2027.

The COUNTY is hereby awarding the SUBRECIPIENT an amount not to exceed: \$19,334.07 (the FUNDS) as applied for by the SUBRECIPIENT in its San Joaquin Continuum of Care HHAP Program Application (SUBRECIPIENT'S APPLICATION) submitted to the COUNTY, which is hereby made part of this SUBRECIPIENT Agreement.

The Parties agree to comply with the terms and conditions of the following Exhibits, which are hereby made part of this SUBRECIPIENT Agreement:

- Exhibit A Authority, Purpose and Scope of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C Terms and Conditions
- Exhibit D Special Terms and Conditions
- Exhibit E Final Budget

TOTAL NUMBER OF PAGES ATTACHED: 16 Pages

The effective date of this SUBRECIPIENT AGREEMENT shall be the date the last of the Parties signs this Agreement (the EFFECTIVE DATE).

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT'S NAME

SUBRECIPIENT AUTHORIZED SIGNATURE	TITLE
PRINTED NAME OF PERSON SIGNING	DATE SIGNED
COUNTY AGENCY SIGNATURE	TITLE Director
PRINTED NAME OF PERSON SIGNING Chris Woods	DATE SIGNED

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
KIMBERLY D. JOHNSON
Assistant County Counsel

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Department of Housing and Community Development ("HCD"). HHAP Round 4 provides flexible grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This SUBRECIPIENT AGREEMENT along with all its exhibits ("AGREEMENT") is entered into by the COUNTY and the SUBRECIPIENT under the authority of, and in furtherance of the purpose of, the Program. In signing this AGREEMENT and thereby accepting this award of funds, the SUBRECIPIENT agrees to comply with the terms and conditions of the AGREEMENT, the NOFA under which the SUBRECIPIENT applied, the representations contained in the SUBRECIPIENT'S APPLICATION, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 commencing with HSC Section 50216). In accordance with the authority cited above, an application was created and submitted by the SUBRECIPIENT for The FUNDS to be allocated for eligible uses as stated in Health and Safety Code section 50216.

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) — (q):

- A. "COUNTY" means San Joaquin County.
- B. "SUBRECIPIENT" means a nonprofit, public agency or a for-profit entity.
- C. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

- D. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- E. "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- G. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- H. "Homeless Management Information System"(HMIS) means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- I. "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- K. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- L. "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care as defined in this section.
- M. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- N. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws. Eligible uses include the following:

- A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing, including rental subsidies.
- H. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii. The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii. Shelter vacancy rate in the summer and winter months.
 - iv. Percentage of exits from emergency shelters to permanent housing solutions.
 - v. A plan to connect residents to permanent housing.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
 Authority, Purpose and Scope of Work

- vi. Any new interim sheltering funded by HHAP – 4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize intervention other than congregate shelters.

I. Improvements to existing emergency shelters to lower barriers and increase privacy.

COUNTY Contract Coordinator

The COUNTY’S Contract Coordinator for this AGREEMENT is the COUNTY’S Human Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	San Joaquin County	City of Tracy
SECTION/UNIT:	Neighborhood Preservation	
Address:	PO Box 201056 Stockton, CA. 95201	333 Civic Center Plaza, Tracy, CA. 95376
CONTRACT COORDINATOR:	Shannon Meritt-Lopez	Virginia Carney
PHONE NUMBER:	209 468-9425	209-831-6119
EMAIL ADDRESS:	smeritt-lopez@sjgov.org	virginia.carney@cityoftracy.org

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at fiscalneighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

5. Effective Date, Term of Agreement, and Deadlines

- A. This AGREEMENT is effective upon approval by the COUNTY (indicated by the signature provided by the COUNTY in the lower left section of page one, when signed by all parties.
- B. This AGREEMENT shall terminate on December 31, 2027

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work

C. Full Expenditure of the FUNDS

- i. All FUNDS (100 percent) must be expended by June 30, 2027. Any FUNDS not expended by that date shall revert to the State General Fund pursuant to Health and Safety Code section 50220.8(p).

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

1. Budget Detail & Changes

The SUBRECIPIENT agrees that the FUNDS shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The SUBRECIPIENT shall expend the FUNDS on eligible activities as detailed in the final budget as referenced in Exhibit F. The SUBRECIPIENT shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of the FUNDS. FUNDS must be spent in accordance with Health and Safety Code section 50218.7, subdivision (e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 “Scope of Work.”

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the County so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the final budget. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the COUNTY’S Contract Coordinator and his/her/their designee, in writing, before the SUBRECIPIENT may expend the FUNDS according to an alternative budget. The COUNTY’S Contract Coordinator will respond to SUBRECIPIENT with approval or denial of request. Failure to obtain written approval from the COUNTY’S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

2. General Conditions Prior to Disbursement

The SUBRECIPIENT must submit the signed AGREEMENT, and initialed Exhibits A through D.

3. Disbursement of Funds

The FUNDS will be disbursed to the SUBRECIPIENT upon receipt, review and approval of the completed AGREEMENT.

The COUNTY agrees to distribute to the SUBRECIPIENT the total sum of the FUNDS over the term of this agreement on a reimbursement basis.

The SUBRECIPIENT shall submit invoices, receipts, or other sufficient proof of the SUBRECIPIENT’S billing for the grant activity(ies) to the COUNTY and the COUNTY will distribute the FUNDS to the SUBRECIPIENT in the amount of those receipts or other sufficient proof.

4. Reimbursement

The FUNDS should not generally be obligated or expended prior to the effective date of this Agreement. However, the COUNTY acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to April 23, 2020.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from the COUNTY must be obtained prior to obtaining reimbursement.

5. Ineligible Costs

The FUNDS shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

The COUNTY reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this AGREEMENT. If the SUBRECIPIENT or its funded sub-subrecipients use the FUNDS to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these FUNDS to the COUNTY.

An expenditure which is not authorized by this AGREEMENT, or by written approval of the COUNTY Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by the SUBRECIPIENT.

The COUNTY, at its sole and absolute discretion, shall make the final determination regarding the allowability of the FUNDS expenditures.

The FUNDS shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

The FUNDS shall not be used on administrative activities.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

1. Termination and Sufficiency of Funds

A. Termination of AGREEMENT

The COUNTY may terminate this AGREEMENT at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the SUBRECIPIENT. Cause shall consist of violations of any conditions of this AGREEMENT, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of COUNTY'S expenditure authority.

2. Transfers

The SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this AGREEMENT or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this AGREEMENT to affect such subcontract or novation.

3. Application for Funds

The SUBRECIPIENT has submitted to COUNTY an application for FUNDS to support regional coordination and expand or develop capacity to address immediate homelessness challenges. The COUNTY is entering into this AGREEMENT on the basis of SUBRECIPIENT'S facts, information, assertions and representations contained in that application. Any subsequent modifications to the original eligible activities submitted within the original application must be approved by the COUNTY'S Contract Coordinator and his/her/their designee, in writing. Failure to obtain written approval from the COUNTY'S Contract Coordinator or his/her/their designee as required by this section may be considered a breach of this AGREEMENT.

4. Reporting/Audits

A. Annual Report Deadlines

By February 28, 2026, and annually on that date thereafter until all funds have been expended, the SUBRECIPIENT shall submit an annual report to the COUNTY in a format provided by the COUNTY. If the SUBRECIPIENT fails to provide such documentation, the COUNTY may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221 and 50222. This information includes the following, as well as any additional information deemed appropriate or necessary by the County:

- i. An ongoing tracking of the specific uses and expenditures of any FUNDS broken out by eligible uses listed, including the current status of those FUNDS.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- ii. The number of homeless individuals served by the FUNDS in that year, and a total number served in all years of the Program, as well as the homeless populations served.
- iii. The types of housing assistance provided, broken out by the number of individuals.
- iv. Outcome data for an individual served through the FUNDS, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, the COUNTY requires the SUBRECIPIENT to submit monthly expenditure reports due no later than 10 days following the end of each month. The SUBRECIPIENT shall submit a report to the COUNTY on a form and method provided by the COUNTY that includes the ongoing tracking of the specific uses and expenditures of any of the FUNDS broken out by eligible uses listed, including the current status of those FUNDS, as well as any additional information the agency deems appropriate or necessary.

The COUNTY may require additional supplemental reporting with written notice to the SUBRECIPIENT.

5. Auditing

The COUNTY reserves the right to perform or cause to be performed a financial audit. At the COUNTY'S request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant.

- A. If a financial audit is required by the COUNTY, the audit shall be performed by an independent certified public accountant.
- B. The SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the COUNTY to the independent auditor's working papers.
- C. The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- D. If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to the COUNTY for each audit finding within 90 days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

The SUBRECIPIENT agrees that COUNTY or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this AGREEMENT. The SUBRECIPIENT agrees to provide the COUNTY, or its designee, with any relevant information

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

requested. The SUBRECIPIENT agrees to give the COUNTY or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP program laws, the HHAP program guidance document published on the website, and this AGREEMENT.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records COUNTY identifies noncompliance with grant requirements, COUNTY retains the right to impose a corrective action plan on the SUBRECIPIENT.

B. Record Retention

The SUBRECIPIENT further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this AGREEMENT.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

Breach and Remedies

C. Breach of AGREEMENT

Breach of this AGREEMENT includes, but is not limited to, the following events:

- i. SUBRECIPIENT's failure to comply with the terms or conditions of this AGREEMENT.
- ii. Use of, or permitting the use of, FUNDS provided under this AGREEMENT for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this AGREEMENT.

D. Remedies for Breach of AGREEMENT

In addition to any other remedies that may be available to the COUNTY in law or equity for breach of this AGREEMENT, the COUNTY may:

- i. Bar the SUBRECIPIENT from applying for future funds;
- ii. Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- iii. Require repayment of the FUNDS disbursed and expended under this AGREEMENT; and
- iv. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- E. All remedies available to the COUNTY are cumulative and not exclusive.
- F. The COUNTY may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this AGREEMENT shall be held to be a waiver of any prior or subsequent breach. The failure of the COUNTY to enforce at any time the provisions of this AGREEMENT, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this AGREEMENT or the right of the COUNTY to enforce these provisions.

Nondiscrimination

During the performance of this AGREEMENT, the SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The COUNTY and SUBRECIPIENTS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The SUBRECIPIENT and its sub-subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 1 1000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, SS 1 1135 - 11 139.5).

SUBRECIPIENT and its sub-subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8. Conflict of Interest

All SUBRECIPIENTS are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

Failure to comply with these laws, including business and financial disclosure provisions, will result in the AGREEMENT being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

9. Drug-Free Workplace Certification

Certification of Compliance: By signing this AGREEMENT, the SUBRECIPIENT hereby certifies, under penalty of perjury under the laws of State of California, that it and its sub-subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, S 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and sub-subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees or sub-subrecipients for violations, as required by Government Code section 8355, subdivision (a) (1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees or sub-subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and
 - iv. Penalties that may be imposed upon employees and sub-subrecipients for drug abuse violations.

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or sub-subrecipient that works under this Agreement:
 - i. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
 - ii. Will agree to abide by terms of the SUBRECIPIENT's condition of employment or subcontract.

10. Child Support Compliance Act

For any AGREEMENT in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. Special Conditions — SUBRECIPIENT/SUB-SUBRECIPIENT

The SUBRECIPIENT agrees to comply with all conditions of this SUBRECIPIENT AGREEMENT including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of the COUNTY prior to disbursement of funds. The SUBRECIPIENT shall ensure that all sub-subrecipients are made aware of and agree to comply with all the conditions of this AGREEMENT and the applicable State requirements governing the use of the FUNDS. Failure to comply with these conditions may result in termination of this AGREEMENT.

- A. The agreement between the SUBRECIPIENT and any sub-subrecipient shall require the SUBRECIPIENT and its sub-subrecipient, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the work or any part of it.
 - iv. Agree to include all the terms of this AGREEMENT in each subcontract.

12. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The SUBRECIPIENT agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the SUBRECIPIENT, its sub-subrecipients, and all eligible activities.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this AGREEMENT, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY upon request.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions

13. Inspections

- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- B. The COUNTY reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this AGREEMENT.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the sub-subrecipients until it is corrected.

14. Litigation

- A. If any provision of this AGREEMENT, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this AGREEMENT and the remainder of this AGREEMENT shall remain in full force and effect. Therefore, the provisions of this AGREEMENT are and shall be deemed severable.
- B. The SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this AGREEMENT or the COUNTY, and shall take such action with respect to the claim or action as is consistent with the terms of this AGREEMENT and the interests of the COUNTY.

Subrecipient Initials _____

HHAP ROUND 4 SUBRECIPIENT AGREEMENT
EXHIBIT D

Special Terms and Conditions

1. The SUBRECIPIENT agrees to comply with all conditions of this AGREEMENT. These conditions shall be met to the satisfaction of COUNTY prior to the disbursement of funds. Failure to comply with these conditions may result in termination of this AGREEMENT.
2. All proceeds from any interest-bearing accounts opened by the SUBRECIPIENT, must be used for HHAP-4-eligible activities and reported on as required by the COUNTY.
3. Any housing-related activities funded with the FUNDS, including but not limited to emergency shelter (per Health and Safety Code section 50220.86(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
4. The SUBRECIPIENT shall regularly submit Project Service client-level data to the SJCoC's HMIS, except for victim service providers, who are not permitted to enter data into HMIS, and legal service providers, who may choose not to use HMIS if it is necessary to protect attorney-client privilege.
 - A. If SUBRECIPIENT is a victim service provider it shall establish and operate a comparable database to HMIS that complies with HUD standards.
 - B. The SUBRECIPIENT shall comply with policies and procedures set forth in the SJCoC HMIS Manual, and the COUNTY's HMIS Privacy, Security, and Data Quality Plans.
5. The SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the SUBRECIPIENT shall use HMIS data to analyze racial disproportionality in homeless populations and, in partnership with the COUNTY, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
6. The COUNTY reserves the right to add any special conditions to this AGREEMENT it deems necessary to ensure that the goals of the Program are achieved.

Subrecipient Initials _____

**Homeless Housing, Assistance , and Prevention (HHAP)
Round 4 Funding Request**

Name: City of Tracy		
Location: 370 W. Arbor Avenue, Tracy, CA 95304		
Activity: Shelter Operations		
Category	Eligible Activities	Grant Award Allotment
Operating Subsidies of Interim Housing	Facilities and Operations of the Shelter:	\$ 208,865.08
	Utilities (includes gas, water, sewer,electric, pest control, trash, fire alarm,phone, internet, security)	
	Client Meals	
Services Coordination	Personnel Expenses:	\$ 208,047.39
	Shelter Director	
	Asst. Shelter Director	
	Case Managers	
	Shelter Operators	
Volunteer Services Coordinator		
Street Outreach	Personnel Expenses:	\$ 19,334.07
	Street Outreach & Support Specialist	
	Total Budget	\$ 436,246.54

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) approving the updated Public Transportation Agency Safety Plan; and (2) authorizing the Public Works Director to execute the Public Transportation Agency Safety Plan.

EXECUTIVE SUMMARY

The Federal Transit Administration (FTA) requires that all transportation agencies create a Public Transportation Agency Safety Plan in accordance with 49 CFR Part 637. The City's original plan was created and adopted by City Council in December of 2020. Since the original adoption, there have been a variety of regulation updates that require an update to the overall plan in order to meet the new regulatory requirements. FTA requires major updates to the plan to be approved by City Council.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy's Public Transportation Agency Safety Plan (PTASP) is a requirement for Federal Transit Administration (FTA) funding and was developed in accordance with FTA's final rule for PTASPs, 49 CFR Part 637, as authorized by the Moving Ahead for Progress in the 21st Century Act. The final rule requires transit operators to develop and implement a PTASP based on the Safety Management System (SMS) approach. The City's original PTASP was certified by City Council in December 2020 (Reso 2020-206). In April 2024, an updated final rule for the PTASP was published. In November 2024, the FTA released an Agency Safety Plan Checklist to assist agencies in updating their plans in accordance with the final rule published in April 2024.

ANALYSIS

The Agency Safety Plan Checklist for safety plan updates includes the following items:

- Ensuring the PTASP was developed in cooperation with frontline transit workers
- Updating annual safety performance targets to include the following categories:
 - Collision Rate
 - Pedestrian Collision Rate
 - Vehicular Collision Rate
 - Transit Worker Fatality Rate
 - Transit Worker Injury Rate
 - Assaults on Transit Workers
 - Rate of Assaults on Transit Workers
- Updating the Safety Management Policy statement describing the agency's approach to cooperation with frontline transit workers
- Updating the reporting process to include assaults on transit workers, near misses, and unsafe acts and conditions

- As a source for hazard identification, consider data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a State health authority
- As a source for hazard identification, the transit agency considers safety concerns identified through its Safety Assurance activities
- As a source for safety risk mitigation, the agency considers guidance provided by an oversight authority, if applicable, and FTA
- As a source for safety risk mitigation, the agency considers guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State health authority
- For Continuous Improvement, the process includes identifying deficiencies in the SMS and the agency's performance against its safety performance targets
- For Competencies and Training, the safety training program includes de-escalation training
- For Competencies and Training, the safety training program includes safety concern identification and reporting training
- For Safety Communication, specify how the transit agency conveys the results of cooperation with frontline transit worker representatives in developing and updating the ASP

As the number of updates to the plan are substantial, City Council must approve the updated PTASP (Attachment A) in order to remain in compliance with 49 CFR Part 637. Additionally, since the Transit Division is now located in the Public Works Department, the Public Works Director will now be listed as the Accountable Executive to execute the plan.

The plan updates were recommended for approval by City Council by the Transportation Advisory Commission at the December 12, 2024 regular meeting.

FISCAL IMPACT

Approval of the PTASP is required by FTA regulations and for continued FTA funding of transit services.

STRATEGIC PLAN

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

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project." (CEQA Guidelines §§15378(b)(5)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving the City of Tracy Public Transportation Agency Safety Plan and authorizing the Public Works Director to execute the Public Transportation Agency Safety Plan.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations
Gordon McKay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – City of Tracy Public Transportation Agency Safety Plan



Public Transportation Agency Safety Plan

Adopted December 2020

Amended April 2025



CONTENTS

1. TRANSIT AGENCY INFORMATION	3
Accountable Executive	3
Chief Safety Officer	4
2. PLAN DEVELOPMENT, APPROVAL, AND UPDATES	4
Signature by the Accountable Executive.....	4
Approval by Tracy City Council	4
Certification of Compliance.....	5
Plan Review & Updates.....	5
3. DEFINITIONS AND ACRONYMS	5
4. SAFETY PERFORMANCE TARGETS (SPTs).....	10
Safety Performance Target Coordination	13
5. OVERVIEW OF SAFETY MANAGEMENT POLICY (SMS).....	14
6. SAFETY MANAGEMENT POLICY (SMP)	15
City of Tracy Safety Management Policy (SMP)	15
Safety Management Policy Communication	16
Employee Safety Reporting Program.....	16
Non-Punitive Reporting Policy	17
SMS Authorities, Accountabilities, and Responsibilities	18
Accountable Executive	18
Chief Safety Officer	18
Key Staff	19
7. SAFETY RISK MANAGEMENT (SRM).....	20
Safety Hazard Identification	20
Safety Risk Assessment	21
Safety Risk Mitigation	23
8. SAFETY ASSURANCE	24
Safety Performance Monitoring and Measurement	24
9. SAFETY PROMOTION	27
Safety Communication & Safety Culture	27

Competencies & Training 29
10. DOCUMENTATION..... 32
APPENDICES..... 33
Appendix A – Staff Safety Roles Organizational Chart
Appendix B – Documentation of City Council PTASP Approval
Appendix C – Record of Revisions
Appendix D – Operator Approval Letter

1. TRANSIT AGENCY INFORMATION

Transit Agency	Name		Address
	City of Tracy		333 Civic Center Plaza, Tracy, CA 95376
Accountable Executive	Name		Title
	Karin Schnaider		Assistant City Manager (for Public Works Director)
Chief Safety Officer	Name		Title
	Ed Lovell		Transit Manager
Mode(s) of Service Covered by This Plan:		List All FTA Funding Types (e.g., 5307, 5337, 5339):	
Fixed Route Bus: Motorbus (MB)		5307, 5339	
Non-Fixed Route Bus: Demand Response (DR)		5307, 5339	
Mode(s) of Service Provided by the CITY OF TRACY (Directly operated or contracted service)			
Fixed Route: Motorbus (MB) – contracted service			
Non-Fixed Route: Demand Response (DR) – contracted service			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No	Description of Arrangement(s)
		X	
Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Name		Address
	N/A		
	N/A		
Transit Agency only serves a small urbanized area (and does not provide service in a large urbanized area)	Yes	No	Small Urbanized Area(s) Served
	X		

Accountable Executive

City of Tracy’s Accountable Executive is the Public Works Director. The Public Works Director is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and the City of Tracy’s Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

The Public Works Director is accountable for ensuring that the Agency’s Safety Management Systems (SMS) is effectively implemented throughout the Agency’s public transportation system. The Public Works Director is accountable for ensuring action is taken as necessary, to address substandard performance in the Agency’s SMS. The Public Works Director may delegate specific responsibilities, but the ultimate accountability for the Transit Agency’s safety performance cannot be delegated and always rests with the Public Works Director.

Chief Safety Officer

The Public Works Director designates the Transit Manager as City of Tracy’s Chief Safety Officer who has the authority and responsibility for day-to-day implementation and operation of the Agency’s SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, as shown in the organization chart in **Appendix A**, and has a strong working relationship with the operations and asset management functions at City of Tracy.

2. PLAN DEVELOPMENT, APPROVAL, AND UPDATES

The City of Tracy developed the contents of this Public Transportation Agency Safety Plan (PTASP) to meet the requirements specified in 49 CFR Part 673. This Plan is based on the four (4) principles or pillars of the Safety Management System (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

The Federal Transit Administration (FTA) will oversee compliance with the requirements of Part 673 through the existing Triennial Review Process.

Signature by the Accountable Executive

The City of Tracy developed this plan. By signature below, the Accountable Executive confirms the development of this plan.

Karin Schnaider, Accountable Executive

Date Signed

Approval by Tracy City Council

The Tracy City Council approved the original Plan during its December 15, 2020 City Council meeting, as documented in Resolution # 2020-206. Documentation of Council approval is found in **Appendix B**.

This updated plan in its current form was approved by the Tracy City Council during its May 6, 2025. Documentation of the approval of the update is documented in Resolution #2025-XXX found in **Appendix B**.

Certification of Compliance

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), City of Tracy certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by December 31, 2020. FTA does not require this plan to be submitted to FTA. Instead, City of Tracy will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. City of Tracy will review such guidance for incorporation into the safety program as necessary. Certification of compliance with Part 673 will be completed annually in the Transit Award Management System (TrAMS) by both the Assistant City Manager and the City Attorney, who are the designated officials for the certification.

Plan Review & Updates

This Plan was reviewed in cooperation with frontline transit worker representatives.

City of Tracy updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As City of Tracy collects data through its Safety Risk Management and Safety Assurance processes, shared with the California Department of Transportation (Caltrans), and the local Metropolitan Planning Organization, San Joaquin Council of Governments (SJCOG). SJCOG and Caltrans will evaluate City of Tracy's Safety Performance Targets (SPTs) to determine whether they need to be changed, as well.

This Plan will be jointly reviewed and updated by the Chief Safety Officer, Safety Manager, and frontline transit worker representatives with the assistance of subject matter experts, each **July**, or earlier as needed. The Accountable Executive will approve any changes, then forward on to the Tracy City Council for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

A Record of Revisions that records the history of revisions made to the City of Tracy's PTASP is contained in **Appendix C** of this document. This document is located in the appendix to help preserve page numbering.

The current version of this plan can be found at ridetracer.com. **3. DEFINITIONS AND ACRONYMS**

The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

Accident means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or

3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan (PTASP) means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency’s documented commitment to safety, which defines the transit agency’s safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

COMMONLY USED ACRONYMS:

ADA	-	Americans with Disabilities Act of 1990
ASP	-	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	-	Code of Federal Regulations
ESRP	-	Employee Safety Reporting Program
CSO	-	Chief Safety Officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century
MPO	-	Metropolitan Planning Organization
NTD	-	National Transit Database
Part 673	-	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	-	Public Transportation Agency Safety Plan
SGR	-	State of Good Repair
SMS	-	Safety Management System
SOP	-	Standard Operating Procedure
SRM	-	Safety Risk Management
TAM	-	Transit Asset Management
U.S.C.	-	United States Code
VRM	-	Vehicle Revenue Miles

4. SAFETY PERFORMANCE TARGETS (SPTs)

As part of this Safety Plan, the City of Tracy has developed Safety Performance Targets (SPTs) that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan. The updated plan identifies 14 safety performance measures Which are listed and described in the table below. The safety performance targets set by City of Tracy are based on the past five (5) fiscal years of data. These targets for the year 2025 are expected to stay within +/- 1% of the previous five years' data pertaining to the 14 safety performance measures.

Safety Performance Measure		Description
1	Major Events	This includes all safety and security major events as defined by the NTD.
2	Major Event Rate	This includes all safety and security major events as defined by the NTD, divided by VRM.
3	Collision Rate	This includes all collisions reported to the NTD, divided by VRM.
4	Pedestrian Collision Rate	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.
5	Vehicular Collision Rate	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.
6	Fatalities	This includes all fatalities as defined by the NTD.
7	Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
8	Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
9	Injuries	This includes all injuries as defined by the NTD.
10	Injury Rate	This includes all injuries as defined by the NTD, divided by VRM.
11	Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
12	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD.
13	Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD, divided by VRM.
14	System Reliability	This includes Major Mechanical System failures as defined by the NTD.

Safety Performance Targets		
Service Mode	Fixed Route Bus (MB)	Demand Response/ADA Paratransit (DR)
Major Events (Total # of Reportable Events)	0	0
Major Event Rate (Rate per total VRM)	0	0
Collision Rate (Rate per total VRM)	0	0
Pedestrian Collision Rate (Rate per total VRM)	0	0
Vehicular Collision Rate (Rate per total VRM)	0	0
Fatalities (Total # of Reportable Fatalities)	0	0
Fatality Rate (Rate per total VRM)	0	0
Transit Worker Fatality Rate (Total # of Reportable Injuries)	0	0
Injuries (Total # of Reportable Injuries)	0	0
Injury Rate (Rate per total VRM)	0	0
Transit Worker Injury Rate (Rate per total VRM)	0	0
Assaults on Transit Workers (Total # of Reportable Injuries)	0	0
Rate of Assaults on Transit Workers (Rate per total VRM)	0	0
System Reliability: Average Distance b/w Major Mechanical Failures (Failures / VRM)	50,000 miles	30,000 miles

Major Events

The City of Tracy has had one reportable major event in the past five years.

Collisions

The City of Tracy has had zero reportable collisions in the past five years.

Pedestrian Collisions

The City of Tracy has had zero reportable pedestrian collisions in the past five years.

Vehicle Collisions

The City of Tracy has had zero reportable vehicle collisions in the past five years.

Fatalities

The City of Tracy has had zero reportable fatalities in the past five years.

Injuries

The City of Tracy has had three reportable injuries in the past five years.

Transit Worker Assaults

The City of Tracy has had one transit worker assault in the past five years.

System Reliability

The City of Tracy has an average of 40,329 vehicle revenue miles between major mechanical failures in fixed route.

The City of Tracy has an average of 22,807 vehicle revenue miles between major mechanical failures in Dial-A-Ride.

To calculate SPTs, the City of Tracy referred to system safety data, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Injury reports
- Safety event reports (including accidents, incidents, and occurrences)
- System monitoring (including monthly reports, and testing and inspection records)

Safety Performance Target Coordination

FTA requires City of Tracy to coordinate with the State of California Department of Transportation (Caltrans) and the regional MPO, San Joaquin Council of Governments (SJCOG), in the selection of state and MPO safety performance targets, to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), City of Tracy will make safety performance targets available

to Caltrans and SJCOG to aid in the planning process upon certification of this plan. Additionally, City of Tracy will transmit performance data against the safety performance targets to Caltrans and SJCOG on an annual basis.

5. OVERVIEW OF SAFETY MANAGEMENT SYSTEM (SMS)

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. City of Tracy's SMS focuses on applying resources to risk and is based on ensuring that the City of Tracy has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of City of Tracy's SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, City of Tracy's SMS has four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Management Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

6. SAFETY MANAGEMENT POLICY (SMP)

The first component of the City of Tracy's SMS is the Safety Management Policy, which is the foundation of the City of Tracy's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

City of Tracy Safety Management Policy (SMP)

Safety is a core value at City of Tracy and managing safety is a core business function. City of Tracy will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Tracy's overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Tracy will:

- Clearly, and continuously explain to all staff that everyone working within City of Tracy must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.
- Conduct Safety Meetings which include both management and frontline transit worker representatives to assess and take action as necessary for all potential safety hazards that are reported.

City of Tracy established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. City of Tracy will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Safety Management Policy Communication

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the Tracy City Council.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

Employee Safety Reporting Program

City of Tracy implemented a process that allows employees [and contracted employees] to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for employees to report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

Purpose:

- a) To establish a system for City of Tracy employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.
- b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by City of Tracy management.

Description:

- a) This program provides a method for City of Tracy management to identify, evaluate, and correct or avoid unsafe conditions or hazards, assaults on transit workers, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),
- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

Non-Punitive Reporting Policy

City of Tracy is committed to the safest transit operating standards practicable. To achieve this, it is imperative that City of Tracy have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

City of Tracy will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by City of Tracy from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

City of Tracy's method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

SMS Authorities, Accountabilities, and Responsibilities

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency’s Leadership/Executive Management; and Key Staff/Employees as described below:

Accountable Executive

City of Tracy’s Accountable Executive is the Public Works Director. The Public Works Director is accountable for ensuring that the Agency’s SMS is effectively implemented throughout the Agency’s public transportation system. The Public Works Director is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency’s SMS. The Public Works Director may delegate specific responsibilities, but the ultimate accountability for the City of Tracy’s safety performance cannot be delegated and always rests with the Public Works Director. The Public Works Director is accountable for ensuring that the Agency’s SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the Agency’s SMS. The Accountable Executive may delegate specific responsibilities, but not accountability for City of Tracy’s safety performance.

The Public Works Director roles include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and
- Ensuring safety concerns are considered and addressed in the agency’s ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

Chief Safety Officer

The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the City of Tracy’s SMS.

Chief Safety Officer’s Roles include:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;

- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Tracy City Council on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

Key Staff

The Safety Manager, Contract General Manager, Contract Safety & Training Manager, Fleet Superintendent and Facilities Supervisor comprise Key Staff. Some of their responsibilities include:

- Day-to-day implementation of the Agency's SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency's SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

7. SAFETY RISK MANAGEMENT (SRM)

The second component of the City of Tracy's SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency's operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

City of Tracy has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities:

- Safety hazard identification
- Safety risk assessment, and
- Safety risk mitigation.

Safety Hazard Identification

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is City of Tracy's methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Safety concerns identified through Safety Assurance activities,
- Review of vehicle camera footage,
- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,
- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences,
- Information from FTA and oversight authorities,
- Information from the Center for Disease Control and Prevention (CDC) or a State or local health authority regarding exposure to infectious diseases.

When a hazard has been identified, whatever the source, it is reported to the City of Tracy Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

City of Tracy’s Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during monthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

Safety Risk Assessment

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk matrix below. The assessment will also take into account existing safety risk mitigations. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence man not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1 is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				
Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

Safety Risk Mitigation

The Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to City of Tracy management.

The safety risk must be mitigated if ranked as Unacceptable (High- Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.
- Review of guidance by any applicable oversight authority and the FTA.

- Consideration of guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State or local health authority.

Safety risk mitigations are tracked and updated in the Hazard Log by the Chief Safety Officer.

General Directive No. 24-1

FTA has issued a General Directive to address the significant and continuing safety risk associated with assaults on transit workers. FTA has identified a national-level hazard that transit workers must interact with the public and, at times, must clarify or enforce agency policies, which can present a risk of transit workers being assaulted on transit vehicles and in revenue facilities.

In accordance with General Directive 24-1, a safety risk assessment related to assaults on transit workers on the public transportation system has been conducted and safety risk mitigations have been identified. Responses to the required questions in General Directive 24-1 have been submitted to the FTA.

8. SAFETY ASSURANCE

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance. Safety assurance includes inspection activities to support oversight and performance monitoring.

The City of Tracy monitors its operations and maintenance protocols and procedures, and any safety risk mitigations to ensure that it is implementing them as planned. Furthermore, the Agency investigates safety events and any reports of non-compliance with applicable regulations, standards, and legal authority. Finally, the Agency continually monitors information reported to it through any internal safety reporting programs, including the employee safety reporting program.

Some of the key elements of City of Tracy's Safety Performance Monitoring and Measurement are shown below:

Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, City of Tracy:

- **Monitors the system for compliance with, and sufficiency of, the Agency's procedures for operations and maintenance through:**
 - Safety audits,

- Informal inspections,
 - Regular review of on-board camera footage to assess drivers and specific incidents,
 - Safety surveys,
 - Employee Safety Reporting Program (ESRP),
 - Investigation of safety occurrences,
 - Safety review prior to the launch or modification of any facet of service,
 - Daily data gathering and monitoring of data relating to the delivery of service,
 - Regular vehicle inspections and preventative maintenance, and
 - Continuous feedback loop between leadership and all levels of the agency.
- **Monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended through:**
 - Reviewing results from accident, incident, and occurrence investigations,
 - Monitoring employee safety reporting,
 - Reviewing results of internal safety audits and inspections, and
 - Analyzing operational and safety data to identify emerging safety concerns.

- **Conducts investigations of safety events to identify causal factors:**

City of Tracy maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by California Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of City of Tracy’s investigation policies, processes, forms, checklists, activities, and results. After an incident, an investigation report is prepared and reviewed by the Chief Safety Officer, Safety Manager, and contract staff General Manager and Safety and Training manager to determine:

- If the accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- If the accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

- **Monitors information reported through any internal safety reporting programs:**

- The Chief Safety Officer routinely reviews safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.

- The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the City of Tracy complies with all FTA drug and alcohol requirements. In California, every driver involved in an accident that results in death, injury, or property damage over \$1,000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. The City of Tracy requires driver notification to the City of Tracy immediately and maintains records of any report filed pursuant to this paragraph.

9. SAFETY PROMOTION

The fourth component of the Agency’s SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency’s safety performance. Safety Promotion sets the tone for the SMS and helps City of Tracy to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

City of Tracy believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

Safety Communication & Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with Executive Management. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at City of Tracy is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation
- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic-skills training

- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

City of Tracy communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program. The results of cooperation with frontline transit workers in developing and updating this plan will be communicated at a monthly Safety Committee meeting.

Ongoing safety communication is critical and City of Tracy ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis. Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. City of Tracy's tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

Safety promotion activities and processes include the following:

- Monthly Transit Operations Contractor Safety meetings and postings for drivers
- Safety bulletin boards

Continuous Improvement

Annually, after the end of the fiscal year, the established Safety Committee will evaluate its safety performance programs to verify compliance, identify safety deficiencies, or to develop plans to address any identified safety deficiencies with the overall goal of continually improving the City of Tracy's safety programs. This will include identifying any deficiencies in the SMS and reviewing the previous fiscal year's performance against the safety performance targets.

The Safety Committee will develop recommendations to address any deficiencies identified through the safety performance assessment process which will include but are not limited to the

reason for the recommendation, potential cost to implement, and potential timeline to implement. Any recommendations will be discussed with the Accountable Executive, who will provide the necessary concurrence to carry out the implementation plan.

Competencies & Training

Executive Management ensures that all employees attend the training provided to understand their specific roles and responsibilities for the implementation of SMS. City of Tracy provides SMS training in the following areas:

All Employees:

- Understanding of Safety Performance Targets
- Understanding of fundamental principles of SMS
- Understanding of Safety Reporting Program – Reporting unsafe conditions and hazards/near misses
- Understanding of their individual roles and responsibilities under SMS

Managers and Supervisors

- Understanding of Safety Risk Management
- Understanding of Safety Assurance
- Understanding of Safety Promotion
- Understanding of their individual roles and responsibilities for SMS

Executive Management:

- Understanding of management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. City of Tracy dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. Components of City of Tracy's skill-related training include:

- Conducting training needs analyses to ensure that the right information is being taught to the right employees using the most efficient training methods.
- Communicating purpose, objectives, and outcome.
- Ensuring relevant content by directly linking training to the trainee's job experiences so trainees are more motivated to learn.
- Using active hands-on demonstrations and practice to demonstrate skills that are being taught and provide opportunities for trainees to practice skills.
- Providing regular feedback during hands-on practice and exercises.
- Reinforcing training concepts in the post-training work environment by giving employees opportunities to perform what they've learned.

City of Tracy's comprehensive safety training program applies to all City of Tracy employees and contract staff directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

City of Tracy dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee’s individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for City of Tracy employees, including frequencies and refresher training, are documented in City of Tracy’s Safety Training Matrix and the City of Tracy Employee Handbook. Contracted operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers. Vehicle maintenance safety-related skill training includes the following:
 - Ongoing vehicle maintenance technician skill training,
 - Ongoing skill training for vehicle maintenance supervisors,
 - Accident investigation training for vehicle maintenance supervisors,
 - De-escalation training,
 - Safety concern identification and reporting,
 - Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and

- Training provided by vendors.

City of Tracy's Accountable Executive and Agency Leadership and Executive Management team must complete FTA's SMS Awareness online training.

City of Tracy conducts refresher training **quarterly** during employee safety meetings.

10. DOCUMENTATION

Pursuant to 49 CFR Part 673.31, City of Tracy maintains records related to this Safety Plan and Safety Management System (SMS) implementation for a minimum of three years. These documents include but are not limited to:

- The implementation of the SMS
- The programs, policies and procedures used to carry out this Agency Safety Plan
- The results from SMS processes and activities

City of Tracy will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.

APPENDICES

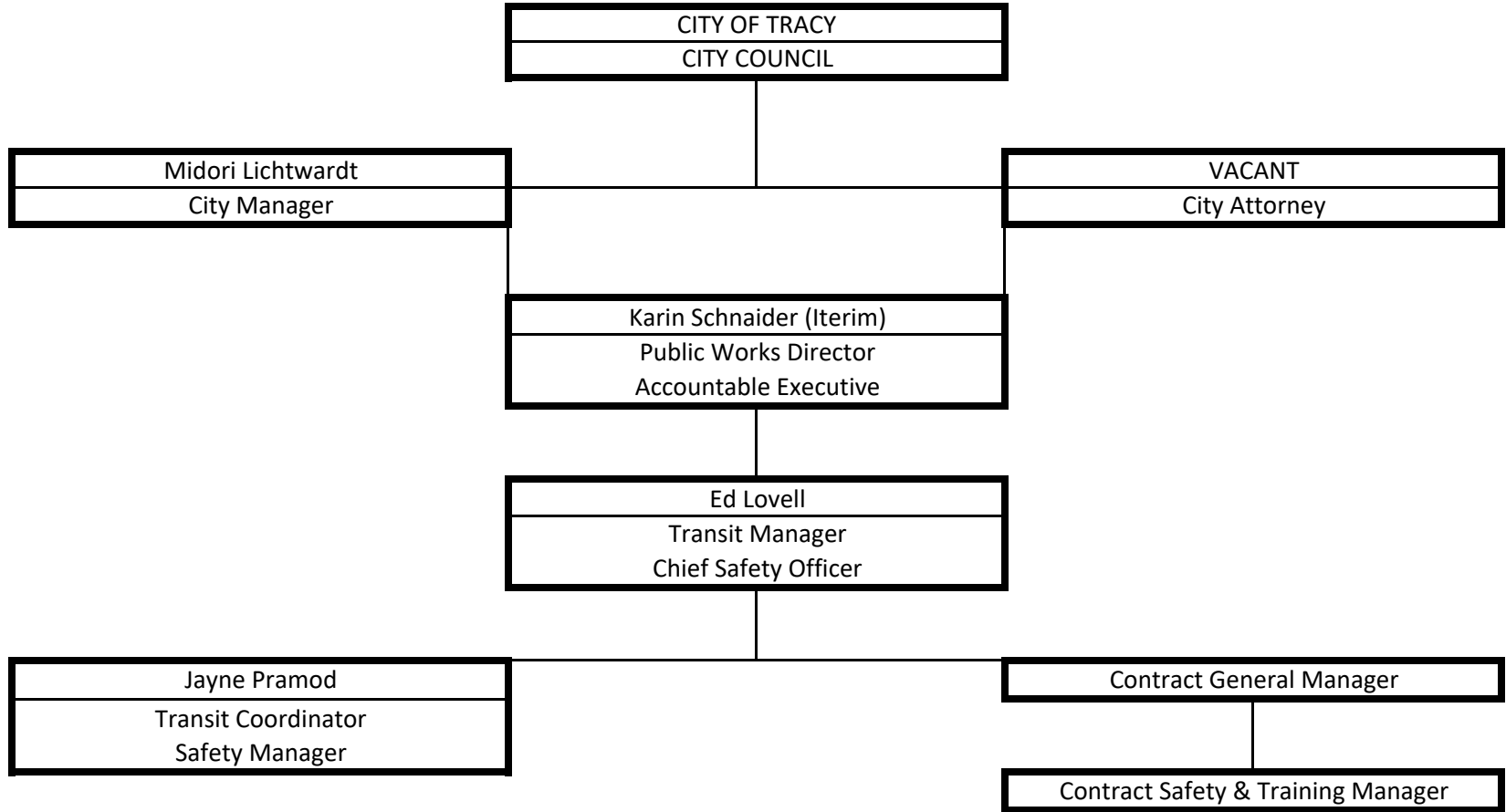
Appendix A – Staff Safety Roles Organizational Chart

Appendix B – Documentation of City Council PTASP Approval

Appendix C – Record of Revisions

Appendix D – Operator Approval Letter

APPENDIX A
CITY OF TRACY
PTASP PROGRAM
ORGANIZATIONAL CHART



APPENDIX B

DOCUMENTATION OF CITY COUNCIL PTASP APPROVAL

RESOLUTION 2020-206

APPROVING THE CITY OF TRACY PUBLIC TRANSPORTATION AGENCY SAFETY PLAN AND AUTHORIZING THE PARKS & RECREATION DIRECTOR TO EXECUTE THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

WHEREAS, The City of Tracy's Public Transportation Agency Safety Plan (PTASP) is a requirement for Federal Transit Administration (FTA) funding and was developed in accordance with FTA's final rule for PTASPs, 49 CFR Part 637, as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21), and

WHEREAS, The final rule requires transit operators develop and implement a PTASP based on the Safety Management System (SMS) approach, and

WHEREAS, SMS is the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation, including systematic procedures, practices, and policies and is meant to ensure a formalized, proactive, and data-driven approach to safety risk management, and

WHEREAS, The City's Parks & Recreation Director will be identified as Tracy's PTASP Accountable Executive, responsible for carrying out the Agency Safety Plan and ensuring effective implementation of the program throughout the City's transit system and the City's Transit Manager will be identified as Tracy's PTASP Chief Safety Officer, responsible for day-to-day implementation and operation of the City of Tracy's SMS, and

WHEREAS, Staff recommends approving the City of Tracy PTASP and authorizing the Parks & Recreation Director to execute the PTASP;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy does hereby approve the City of Tracy Public Transportation Agency Safety Plan and authorizes the Parks & Recreation Director to execute the Public Transportation Agency Safety Plan.

The foregoing Resolution 2020-206 was adopted by the Tracy City Council on the 15th day of December, 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

APPENDIX D



December 6, 2022

RE: PTASP REVIEW AND APPROVAL

As representatives of the frontline operators for the City of Tracy's TRACER public transit system, we have reviewed the prepared Public Transit Agency Safety Plan. We agree with the overall plan and are satisfied that it allows for sufficient operator participation in the process.

Luther Robinson
Operator
PTASP Safety Committee Representative

A handwritten signature in brown ink, appearing to read "Luther Robinson".

Anthony Lenoir
Operator
TRACER Operators Shop Steward

A handwritten signature in brown ink, appearing to read "Anthony Lenoir".

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**(1) ADOPTING THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN;
AND (2) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE THE
PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.**

WHEREAS, the City of Tracy's Public Transportation Agency Safety Plan (PTASP) is a requirement for Federal Transit Administration (FTA) funding and was developed in accordance with FTA's final rule for PTASPs, 49 CFR Part 637, as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, the City of Tracy approved its PTASP in December 2020 per Resolution 2020-206; and

WHEREAS, the FTA's PTASP final rule was updated in April 2024; and

WHEREAS, the updated requirements are substantial and require the City Council to approve the updated PTASP; and

WHEREAS, the updated PTASP is required in order to remain in compliance with 49 CFR Part 637 and to receive continued federal funding; and

WHEREAS, the Public Works Director will be listed as the Accountable Executive to execute the plan;

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby determines item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project" (CEQA Guidelines §§15378(b)(5)); and be it further

RESOLVED: That the City Council of the City of Tracy adopts the Public Transportation Agency Safety Plan; and be it further

RESOLVED: That the City Council authorizes the Public Works Director to execute the Public Transportation Agency Safety Plan.

Resolution 2025-
Page 2

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 6th of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.F

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a resolution (1) authorizing the appropriation of \$8,000,000 from the Tracy Infrastructure Master Plan (TIMP) Fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147, and (2) authorizing an interfund loan to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (F363) from the General Fund Reserves (F101) in the amount of \$6,000,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate.

EXECUTIVE SUMMARY

This item is to consider a loan from the General Fund Reserves (F101) to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (F363) in the amount of \$6,000,000, for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147 and to approve an appropriation of \$8,000,000 from the Tracy Infrastructure Master Plan (TIMP) Fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147 for the project. The total project budget of approximately \$61 million will be funded by a combination of Measure K, gas taxes, a significant state grant, and City and regional traffic impact fees.

BACKGROUND AND LEGISLATIVE HISTORY

The Project was approved as a Capital Improvement Project (CIP) with the Fiscal Year 2015/2016 budget. The City of Tracy, as the Project Sponsor, has collaborated with Caltrans in its development. The Project is crucial for the region as it will improve access to the growing fulfillment and distribution centers in the area, enhance safety, and benefit the regional and national economy. Moreover, it will enhance freight operations along a federal Primary Freight Network (PFN) Route. In 2020, the City received a \$24.9 million grant from the California Transportation Commission (CTC) for the construction phase of the Project.

The Project consists of reconstructing the existing interchange into a Diverging Diamond Interchange (DDI), similar to the one located at State Route (SR) 120 and Union Road in Manteca. The DDI will reroute traffic to the opposite side of the road when crossing Interstate 580 (I-580), allowing for direct left turns onto I-580 on-ramps and from I-580 off-ramps, enabling free-flowing movement. Traffic signals will be installed where traffic switches sides and ramp entrances will be widened to accommodate turning movements. The over-crossing will also be expanded to include three northbound lanes, two southbound lanes, Class II bike lanes, and a multi-use path for both bicyclists and pedestrians located in the center of the overcrossing. The DDI will maintain access to the gas station west of I-580 through the construction of a new public roadway, realigning access to accommodate the interchange's new design.

ANALYSIS

The Project costs and commitments to date are \$52,725,776 for a remaining total of \$1,177,973. The project is estimated to cost \$61,903,749, with a shortfall of \$8,000,000 that requires funding to complete.

Revised Estimated Budget

Design and ROW	\$3,897,549
Construction Bid	\$42,587,374
Construction Contingency	\$4,258,738
Construction Management (Dewberry Inc)	\$4,298,958
Construction Management Contingency	\$429,896
Design Support During Construction	\$604,485
Fees and Permits	\$3,126,749
Traffic Safety	\$700,000
Utility Relocation	\$2,000,000
Total Project Cost	\$61,903,749

The project is included in the Master Plan and is eligible up to \$29,646,210 in TIMP Traffic Fees. Currently the project's traffic impact fee program commitment is = \$17,032,264 in the project budget, and with the additional \$8,000,000 proposed at this time, this will bring the total to \$25,032,264 in TIMP Traffic Fees committed to the project, out of the larger total project budget of \$61,903,749.

Currently there is an available balance of \$2,000,000 in TIMP Traffic Fees and a loan will be needed for the remaining \$6,000,000 to fully fund the project. The proposed loan from the General Fund reserves would be for a term of 20 years with an annual payment of \$422,067, with repayment to commence in FY2026 as provided in Attachment A, out of available TIMP Traffic Impact fees as projects come online and pay traffic impact fees.

FISCAL IMPACT

The total estimated project cost is \$61,903,749, and CIP 73147 (Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project) currently has an approved budget of \$53,903,749 with \$1,177,973 available. An additional appropriation is needed in the amount of \$8,000,000 to complete this project as follows:

Funding Source	Budget	Expensed/ Committed	Balance
242 - Measure K	\$ 2,541,000	\$ 2,541,000	\$ -
245 - Gas Tax	\$ 1,494,125	\$ 316,152	\$ 1,177,973
TCEP Grant	\$ 24,884,000	\$ 24,884,000	\$ -
363 - TIMP Traffic	\$ 17,032,624	\$ 17,032,624	\$ -
392 - RTIF	\$ 7,952,000	\$ 7,952,000	\$ -
Current Budget	\$ 53,903,749	\$ 52,725,776	\$ 1,177,973

Total Project Cost \$ 61,903,749
 Current Shortfall \$ (8,000,000)

Funding Source		
363 - TIMP Traffic	\$ 8,000,000	\$ 8,000,000
Requested Appropriations		\$ 8,000,000
Total Budget	\$ 61,903,749	\$ 9,177,973

The total available for appropriations from the TIMP Traffic is \$2,000,000, leaving a shortfall of \$6,000,000. The City has an adopted policy that defines Interfund Loans as a long-term loan, more than 24 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Council. The General Fund Reserves (101) has sufficient funding and is an eligible lending source to loan the \$6,000,000 needed for the project. The term of the loan will be for 20 years at the current Local Agency Investment Fund Rate. The total annual principal and interest payment will be \$422,067 with repayment to commence in FY2026, out of available TIMP Traffic Impact fees as projects come online and pay traffic impact fees.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance committee recommends that the City Council adopt a resolution (1) authorizing the appropriation of \$8,000,000 from the Tracy Infrastructure Master Plan (TIMP) fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147, and (2) authorizing an interfund loan to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (F363) from the General Fund Reserves (F101) in the amount of \$6,000,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate.

Agenda Item 1.F
May 6, 2025
Page 4

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved By: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A - City of Tracy Infrastructure Impact Fee Re-Payment Schedule

City of Tracy
 Tracy Infrastructure Impact Fee
 Repayment Schedule

Laif Rate 3.93% Annual Yield 2023/2024
 Years 20
 Payments Per
 Year 1
 Amount 6,000,000

Payment Number		Loan	Payment	Principal	Interest	Balance
1	2026	\$6,000,000.00	\$422,066.82	\$203,021.38	\$235,620.00	\$5,796,978.62
2	2027	\$5,796,978.62	\$422,066.82	\$210,994.03	\$227,647.35	\$5,585,984.58
3	2028	\$5,585,984.58	\$422,066.82	\$219,279.77	\$219,361.61	\$5,366,704.81
4	2029	\$5,366,704.81	\$422,066.82	\$227,890.89	\$210,750.50	\$5,138,813.93
5	2030	\$5,138,813.93	\$422,066.82	\$236,840.16	\$201,801.22	\$4,901,973.76
6	2031	\$4,901,973.76	\$422,066.82	\$246,140.87	\$192,500.51	\$4,655,832.89
7	2032	\$4,655,832.89	\$422,066.82	\$255,806.83	\$182,834.56	\$4,400,026.06
8	2033	\$4,400,026.06	\$422,066.82	\$265,852.36	\$172,789.02	\$4,134,173.70
9	2034	\$4,134,173.70	\$422,066.82	\$276,292.38	\$162,349.00	\$3,857,881.32
10	2035	\$3,857,881.32	\$422,066.82	\$287,142.38	\$151,499.00	\$3,570,738.93
11	2036	\$3,570,738.93	\$422,066.82	\$298,418.47	\$140,222.92	\$3,272,320.47
12	2037	\$3,272,320.47	\$422,066.82	\$310,137.36	\$128,504.02	\$2,962,183.11
13	2038	\$2,962,183.11	\$422,066.82	\$322,316.45	\$116,324.93	\$2,639,866.66
14	2039	\$2,639,866.66	\$422,066.82	\$334,973.82	\$103,667.56	\$2,304,892.83
15	2040	\$2,304,892.83	\$422,066.82	\$348,128.24	\$90,513.14	\$1,956,764.59
16	2041	\$1,956,764.59	\$422,066.82	\$361,799.24	\$76,842.15	\$1,594,965.35
17	2042	\$1,594,965.35	\$422,066.82	\$376,007.09	\$62,634.29	\$1,218,958.26
18	2043	\$1,218,958.26	\$422,066.82	\$390,772.89	\$47,868.49	\$828,185.37
19	2044	\$828,185.37	\$422,066.82	\$406,118.54	\$32,522.84	\$422,066.82
20	2045	\$422,066.82	\$422,066.82	\$422,066.82	\$16,574.56	\$0.00
			<u>\$8,441,336.40</u>	<u>\$6,000,000.00</u>	<u>\$2,772,827.68</u>	

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING AN APPROPRIATION OF \$8,000,000 FROM THE TRACY INFRASTRUCTURE MASTER PLAN (TIMP) FUND (F363) TO THE INTERSTATE 580/PATTERSON PASS ROAD/INTERNATIONAL PARKWAY DIVERGING DIAMOND INTERCHANGE IMPROVEMENTS PROJECT CIP 73147 AND (2) AUTHORIZING AN INTERFUND LOAN TO THE TRACY INFRASTRUCTURE MASTER PLAN TRAFFIC (TIMP) FUND (F363) FROM THE GENERAL FUND RESERVES (F101) IN THE AMOUNT OF \$6,000,000 FOR THE TERM OF TWENTY YEARS WITH INTEREST AT THE CURRENT LOCAL AGENCY INVESTMENT FUND (LAIF) RATE.

WHEREAS, The City of Tracy has an adopted policy that defines Interfund Loans as a long-term loan, more than 24 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Council; and

WHEREAS, The General Fund is an eligible lending fund source to all funds; and

WHEREAS, The Tracy Infrastructure Master Plan (TIMP)Traffic Fund does not have sufficient funding available for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project (CIP 73147); and

WHEREAS, The project will need \$8,000,000 to fully fund and complete the project and there is \$2,000,000 available from the TIMP Traffic Fund (F363); and

WHEREAS, The General Fund Reserves (F101) has sufficient funding and is an eligible lending source to loan the \$6,000,000 needed for the project; and

WHEREAS, The term of the loan shall be for twenty years at the current Local Agency Investment Fund (LAIF) Rate as evidenced by the attached interfund loan re-payment schedule as Exhibit 1; now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes an appropriation of \$8,000,000 from the Tracy Infrastructure Master Plan (TIMP) fund (F363) to the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements Project CIP 73147 and authorizes an interfund loan to the Tracy Infrastructure Master Plan Traffic (TIMP) Fund (363) from the General Fund Reserves (101) in the amount of \$6,000,000 for the term of twenty years with interest at the current Local Agency Investment Fund (LAIF) Rate.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on May 6, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 - City of Tracy Infrastructure Impact Fee Interfund-Loan Re-Payment Schedule

City of Tracy
 Tracy Infrastructure Impact Fee
 Repayment Schedule

Exhibit 1

Laif Rate 3.93% Annual Yield 2023/2024
 Years 20
 Payments Per
 Year 1
 Amount 6,000,000

Payment Number	Loan	Payment	Principal	Interest	Balance
1	2026	\$6,000,000.00	\$422,066.82	\$203,021.38	\$5,796,978.62
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3	2028	\$5,585,984.58	\$422,066.82	\$219,279.77	\$5,366,704.81
4	2029	\$5,366,704.81	\$422,066.82	\$227,890.89	\$5,138,813.93
5	2030	\$5,138,813.93	\$422,066.82	\$236,840.16	\$4,901,973.76
6	2031	\$4,901,973.76	\$422,066.82	\$246,140.87	\$4,655,832.89
7	2032	\$4,655,832.89	\$422,066.82	\$255,806.83	\$4,400,026.06
8	2033	\$4,400,026.06	\$422,066.82	\$265,852.36	\$4,134,173.70
9	2034	\$4,134,173.70	\$422,066.82	\$276,292.38	\$3,857,881.32
10	2035	\$3,857,881.32	\$422,066.82	\$287,142.38	\$3,570,738.93
11	2036	\$3,570,738.93	\$422,066.82	\$298,418.47	\$3,272,320.47
12	2037	\$3,272,320.47	\$422,066.82	\$310,137.36	\$2,962,183.11
13	2038	\$2,962,183.11	\$422,066.82	\$322,316.45	\$2,639,866.66
14	2039	\$2,639,866.66	\$422,066.82	\$334,973.82	\$2,304,892.83
15	2040	\$2,304,892.83	\$422,066.82	\$348,128.24	\$1,956,764.59
16	2041	\$1,956,764.59	\$422,066.82	\$361,799.24	\$1,594,965.35
17	2042	\$1,594,965.35	\$422,066.82	\$376,007.09	\$1,218,958.26
18	2043	\$1,218,958.26	\$422,066.82	\$390,772.89	\$828,185.37
19	2044	\$828,185.37	\$422,066.82	\$406,118.54	\$422,066.82
20	2045	\$422,066.82	\$422,066.82	\$422,066.82	\$0.00
		\$8,441,336.40	\$6,000,000.00	\$2,772,827.68	

May 6, 2025

Agenda Item 1.G

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a Resolution:
1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs; and 2) Authorizing the Budget Officer to amend the City's Position Control Roster for FY2024-25.

EXECUTIVE SUMMARY

On June 25, 2024, Council adopted the Fiscal Year (FY) 2024-25 Operating and Capital Budget. This report provides an update of the City's current financial performance, for Third Quarter (Q3), through March 31, 2025. This financial summary identifies Q3 General Fund revenue and expenditure actuals and encumbrances, and minor amendments to the FY 2024-25 budget.

BACKGROUND

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget. This report provides an update and summary of the City's current financial performance, for FY 2024-25 Third Quarter (Q3) through March 31, 2025, and requests that Council amend revenue and expenditures for the FY 2024-25 budget.

ANALYSIS

As of March 31, 2025, the General Fund expenditures are approximately 63% of the approved operating budget. General Fund revenues collected in Q3 (as of March 31, 2025), reflect approximately 64% of estimated revenues. City revenues tend to lag a quarter behind, and many revenues will appear low or zero as a result. For example, General Fund revenues in Property Tax, as well as VLF/Property Tax, are distributed in December and April and will appear in the second and fourth quarter reports. The City's Sales Tax are one-quarter in arrears and will appear after the second quarter, and first quarter collections represent advances from the State based on prior year collections, not necessarily actual collection by the State.

The chart below reviews year-to-date revenues and expenditures as compared to the amended budget as of March 31, 2025 (Third Quarter-Q3). For comparison, FY 2023-24 Q3 actuals are also provided.

FY 2024-25 General Fund Budget to Actuals

REVENUES	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% of
(in thousands)	Actual Q3	Adopted	Actual Q3	Amended	Budget
Property Tax	\$ 18,129	\$ 34,104	\$ 19,266	\$ 34,604	56%
Sales Tax	50,435	66,172	48,868	80,672	61%
Sales Tax Measure V	7,128	12,026	6,975	12,026	58%
Other Taxes	9,867	2,500	5,441	6,207	88%
Other Revenues	14,127	23,407	21,079	26,002	81%
Total Revenues	\$ 99,686	\$ 138,209	\$ 101,629	\$ 159,511	64%

EXPENDITURES	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% of
(in thousands)	Actual Q3	Adopted	Actual Q3	Amended	Budget
Personnel	\$ 42,448	\$ 61,538	\$ 48,950	\$ 61,867	79%
Contracted Services	23,758	32,224	26,609	34,991	76%
Supplies & Equipment	1,909	3,489	1,663	3,396	49%
Utilities	1,886	2,269	2,058	2,302	0%
Internal Service Charges	9,632	14,917	11,144	14,871	75%
Other Payments	483	690	333	691	48%
Capital	1,218	-	297	991	30%
Net Transfers In/(Out)	6,692	22,436	4,820	32,269	15%
Total Expenditures	\$ 88,026	\$ 137,563	\$ 95,874	\$ 151,378	63%

Other Taxes

The Other Taxes revenue category includes Cannabis, Business License and Transient Occupancy Taxes (TOT). The chart below reviews year-to-date revenues as compared to the amended budget as of March 31, 2025 (Third Quarter-Q3). For comparison, FY 2023-24 Q3 actuals are also provided.

REVENUES	FY 23/24	FY 24/25	FY 24/25	FY 24/25	% of
(in thousands)	Actual Q3	Adopted	Actual Q3	Amended	Budget
Business License Tax	\$ 8,654	\$ -	\$ 3,794	\$ 3,070	124%
Cannabis Tax	213	500	790	1,137	69%
Transient Lodging Tax	999	2,000	857	2,000	43%
	\$ 9,866	\$ 2,500	\$ 5,441	\$ 6,207	88%

Other Revenues

The Other Revenues category includes:

- Charges for Services - Recreation & Arts Program Fees, Right of Way Maintenance Fees (Water/Wastewater) and Central Administration Services
- Contributions
- Fines and Forfeitures – Citations, Fines & Penalties
- Licenses and Permits - PD & Animal Services and Franchise Fees
- Other Revenues
- Revenues from Other Agencies – State/County Grants (PD)
- Special Assessments

- Use of Money – Interest Earnings (Quarterly Allocation across funds)

The chart below reviews year-to-date revenues as compared to the amended budget as of March 31, 2025 (Third Quarter-Q3). For comparison, FY 2023-24 Q3 actuals are also provided.

REVENUES (in thousands)	FY 23/24 Actual Q3	FY 24/25 Adopted	FY 24/25 Actual Q3	FY 24/25 Amended	% of Budget
Charges for Services	\$ 3,984	\$ 13,882	\$ 10,550	\$ 13,882	76%
Contributions	218	75	395	75	527%
Fines and Forfeitures	137	170	127	170	75%
Licenses and Permits	2,436	4,704	2,488	4,704	53%
Other Revenues	610	295	159	295	54%
Revenues From Other Agencies	2,550	2,280	2,017	2,874	70%
Use of Money	4,190	2,000	5,343	4,000	134%
	\$ 14,125	\$ 23,406	\$ 21,079	\$ 26,000	81%

FY 2024-25 Enterprise Fund Budget to Actuals

The following tables provide a mid-year look at the Water, Wastewater and Storm Drain Enterprise Operating Fund Budgets.

Water Enterprise Operating Fund

REVENUES (in thousands)	FY 23/24 Actual Q3	FY 24/25 Adopted	FY 24/25 Actual Q3	FY 24/25 Amended	% of Budget
Charges for Services	\$ 15,017	\$ 22,694	\$ 16,536	\$ 21,734	76%
Other Revenues	5,305	150	1,660	150	1107%
Total Revenues	\$ 20,322	\$ 22,844	\$ 18,196	\$ 21,884	83%

EXPENSES					
Personnel	3,984	6,951	4,792	6,951	69%
Contracted Services	5,361	8,857	4,180	7,594	55%
Supplies & Equipment	1,448	3,040	1,106	2,596	43%
Internal Service Charges	968	1,633	1,236	1,702	73%
Indirect Costs	881	1,480	1,110	1,480	75%
Utilities	1,466	1,978	1,954	1,982	99%
Capital	20	60	235	440	53%
Debt	629	1,258	629	1,258	50%
Other Payments	1,165	1,593	1,200	1,598	75%
Total Expenses	\$ 15,922	\$ 26,850	\$ 16,442	\$ 25,601	64%

Wastewater Enterprise Operating Fund

<u>REVENUES</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 24/25</u>	<u>FY 24/25</u>	<u>% of Budget</u>
(in thousands)	<u>Actual Q3</u>	<u>Adopted</u>	<u>Actual Q3</u>	<u>Amended</u>	
Charges for Services	\$ 14,303	\$ 22,380	\$ 18,021	\$ 22,380	81%
Other Revenues	1,375	826	1,250	826	151%
Total Revenues	\$ 15,678	\$ 23,206	\$ 19,271	\$ 23,206	83%
<u>EXPENSES</u>					
Personnel	\$ 4,552	\$ 7,202	\$ 5,123	\$ 7,202	71%
Contracted Services	1,020	2,958	1,302	2,842	46%
Supplies & Equipment	2,049	3,689	1,864	4,022	46%
Internal Service Charges	760	796	676	949	71%
Indirect Costs	702	1,048	786	1,048	75%
Utilities	1,706	3,043	1,854	3,045	61%
Capital	-	1,131	75	1,299	6%
Other Payments	2,503	3,285	2,522	3,285	77%
Total Expenses	\$ 13,292	\$ 23,152	\$ 14,202	\$ 23,692	60%

Storm Drain Enterprise Operating Fund

<u>REVENUES</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 24/25</u>	<u>FY 24/25</u>	<u>% of Budget</u>
(in thousands)	<u>Actual Q2</u>	<u>Adopted</u>	<u>Actual Q2</u>	<u>Amended</u>	
Charges for Services	\$ 558	\$ 840	\$ 597	\$ 840	71%
Other Revenues	33	14	40	14	286%
Total Revenues	\$ 591	\$ 854	\$ 637	\$ 854	75%
<u>EXPENSES</u>					
Personnel	\$ 134	\$ 279	\$ 209	\$ 279	75%
Contracted Services	104	198	97	190	51%
Supplies & Equipment	1	21	1	21	5%
Internal Service Charges	34	34	27	35	77%
Indirect Costs	23	31	23	31	74%
Utilities	32	39	22	39	56%
Other Payments	17	-	16	16	0%
Total Expenses	\$ 345	\$ 602	\$ 395	\$ 611	65%

FY 2024-25 Third Quarter (Q3) Operating Budget Augmentations

The following table is a summary of all recommended Q3 budget augmentations for FY 2024-25. They are listed by department, with General fund and non-general fund totals separated, and categorized as one time or on-going expenses. A detailed list has been provided as Attachment (A) to the staff report.

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Contract Services		3,800		3,800
IT	Contract Services		17,200		17,200
Public Works	Contract Services, Supplies and Capital	480,000	225,000		705,000
Total:		480,000	246,000	-	726,000

Department Augmentations

- Community & Economic Development
 - The Community & Economic Department is requesting a one-time increase to contract services for Planning Commission for the increase towards travel and to support the commissioners.

Division	Description	Funding Source	On Going	One Time
Community & Economic Development	Contract Services	Planning Fees		3,800
Total:			-	3,800

- Innovation & Technology Department
 - Innovation & Technology is requesting a one-time increase for existing softwares, for added security and user licenses to support the Mayor's Youth Summer Intern program.

Division	Description	Funding Source	On Going	One Time
IT	Contract Services	Central Services		17,200
Total:			-	17,200

- Public Works Department
 - Public Works is requesting a one-time increase for contract services towards increased tree removals and building maintenance, increased supplies for central garage for vehicle maintenance and pool maintenance, and capital for the replacement of a vehicle utilized for pest management.

Division	Description	Funding Source	On Going	One Time
Public Works	Contract Services, Supplies, Capital	General Fund		480,000
Public Works	Contract Services & Supplies	Internal Service Funds		225,000
Total:			-	705,000

Non-Budgetary-Personnel Amendments:

Staff is making the following recommendations to amend FY2024-25 Position Control Roster, which are the approved positions that are included in the adopted operating budget; however, the requests do not require a budget augmentation:

- (1) Assistant Engineer – The Public Works Department, Land Development Division is requesting to add (1) Assistant Engineer to maintain and improve the current level of service as development activity continues to grow. This item does not require a budget augmentation as it will be absorbed in their current operating budget.

FY 2024-25 First Quarter (Q3) Capital Improvement Project (CIP) Augmentations

Staff is making the following recommendation to add these projects, as they were deferred from the adopted FY2024-25 Budget, and appropriate the following funds:

Deferred CIP Funding		
CIP	Budget	Fund
Security cameras for City Hall and a PA system for the Support Services Building	500,000	101 - General Fund
Council Dais Extension	350,000	101 - General Fund
76088 - Trash Capture Devices for Stormwater Conveyance	8,500,000	101 - General Fund

Security cameras for City Hall and a PA system for the Support Services Building- The implementation of security cameras at City Hall and a PA system at the Support Services Building is a strategic investment in the safety, security, and operational efficiency of the facility. These technologies collectively contribute to creating a secure environment for employees, visitors, and public officials, reinforcing City Hall's role as a reliable and well-protected civic institution.

Council Dais Extension - Extension of current dais to provide a permanent placement for the City Clerk and IT Support personnel at the dais. Remove the two stations positioned below the dais, replace the carpet impacted by the removal of the two stations, replace the facade of the dais, add electronic name plates and electronic voting buttons.

76088 - Trash Capture Devices for Stormwater Conveyance- The State Regional Water Quality Control Board implemented regulations in 2019 that require NPEDS MS4 storm water permit agencies to begin the implementation of trash capture systems in all storm water conveyance systems. The period to complete the construction of these systems is 10 years, so they must be in place in 2029. The requirement is intended to prevent the flow of any trash particles larger than 5mm into waters of the US. Preliminary Studies are in progress. Funding for construction needs to be accumulated by FY2025/26 for design and construction to meet the regulation deadline.

Staff is making the following recommendation to add these projects and appropriate the following funds:

New CIP Augmentations		
CIP	Budget	Fund
SSJCFA Fire Radio Replacement	468,750	101 - General Fund

SSJCFA Fire Radio Replacement- Replace SSJCFA's aging, limited coverage, single-site analog radio system with a modern simulcast system that provides overlapping coverage from multiple sites. The new system will improve voice clarity, eliminate dead zones, enhance interoperability with partner agencies, and offer scalability for future growth—ensuring reliable communication during emergencies to protect both firefighter and public safety.

Staff is making the following recommendation to increase the budget and appropriate additional funds for the following CIPs to complete the projects:

CIP Augmentations		
CIP	Budget	Fund
71112 - Temporary Emergency Housing Facility	162,000	268 - CDBG

FISCAL IMPACT

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget as of March 31, 2025 (Third Quarter Q3). Staff is recommending amendments to the City Operating and Capital Budget for FY 2024-25. The FY 2024-25 proposed budget appropriations of \$10.3m General Fund and \$408k from other funds for expenditures.

**SUMMARY OF NEW BUDGET AUGMENTATIONS
 FOR (Q3) FY 2024-25**

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Contract Services		3,800		3,800
IT	Contract Services		17,200		17,200
Public Works	Contract Services, Supplies and Capital	480,000	225,000		705,000
Total:		480,000	246,000	-	726,000

CIP Augmentations		
CIP	Budget	Fund
Security cameras for City Hall and a PA system for the Support Services Building	500,000	101 - General Fund
Council Dais Extension	350,000	101 - General Fund
SSJCFA Fire Radio Replacement	468,750	101 - General Fund
71112 - Temporary Emergency Housing Facility	162,000	268 - CDBG
76088 - Trash Capture Devices for Stormwater Conveyance	8,500,000	101 - General Fund
Total	9,980,750	

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 2: Ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommends that the City Council 1) adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs, and 2) authorize the Budget Officer to amend the City's position control roster for FY 2024-25.

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved By: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A: FY2024-25 Quarter 3 Budget Augmentations

Funding Request

Department	Augmentation Title	Type	Fund	Total Cost	On-Going	One Time	FY26 Impacts
Innovation & Technology	SSO for faster software (PW Garage)	Contract Services	Central Services	5,200		5,200	-
Innovation & Technology	M365 Licenses for Mayors Youth Intern Program	Contract Services	Central Services	12,000		12,000	-
Public Works	Increases to Tree Removals	Contract Services	General Fund	300,000		300,000	
Public Works	Increase to repairs city facilities	Contract Services	Building Maintenance	100,000		100,000	
Public Works	Pool Chemicals	Supplies	General Fund	40,000		40,000	
Public Works	Increase vehicle parts	Supplies	Central Garage	100,000		100,000	
Public Works	Increase vehicle services	Contract Services	Central Garage	25,000		25,000	
Public Works	Vehicle Replacement Purchase	Capital	General Fund	140,000		140,000	
Public Works	(1) Assistant Engineer	Personnel	Engineering Fees	18,400	16,900	1,500	202,674
Public Works	Reduction to Professional Services	Contract Services	Engineering Fees	(18,400)	(16,900)	(1,500)	(202,674)
CED	Increase to Planning Commission	Contract Services	Planning Fees	3,800		3,800	

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- 1) AMENDING THE CITY'S OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR (FY) ENDING JUNE 30, 2025 TO REFLECT ACTUAL EXPENSES AND REVENUES AND REQUESTED AUGMENTATIONS TO FUND VARIOUS DEPARTMENTAL NEEDS, A N D 2) AUTHORIZING THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY 2024-25.**

WHEREAS, the City Council, on June 25, 2024, adopted the Fiscal Year (FY) 2024-25 Operating and Capital Budget (FY 2024-25 Budget) for the City of Tracy (City); and

WHEREAS, based upon a review of revenues and expenditures for the second quarter of the fiscal year, staff has prepared and proposed additional amendments to the FY 2024-25 Budget, which are reflected in the Amended FY 2024-25 Budget (Exhibit 1); and

WHEREAS, the Community and Economic Development Department will be getting one-time funding to increase contract services for Planning Commission to support the commissioners; and

WHEREAS, the Innovation & Technology Department will be getting a one-time funding increase for existing softwares, for added security and user licenses to support the Mayor's Youth Summer Intern program; and

WHEREAS, the Public Works Department will be getting a one-time funding for contract services towards increased tree removals and building maintenance, supplies for increased supplies for central garage for vehicle maintenance and pool maintenance, and capital for the replacement of a vehicle; and

WHEREAS, the Budget Officer will be adding (1) Assistant Engineer to the Public Works Departments Position Control Roster; and

WHEREAS, the City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting; and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the Amended Operating and Capital Budget for Fiscal Year 2024-25 as evidenced by the FY2024-25 Revised General Fund Budget reflected in Exhibit 1 and including the above requested augmentations, and be it;

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the Budget Officer to amend the City's Position Control Roster for Fiscal Year 2024-25.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on May 6, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LÓPEZ
Acting City Clerk and Clerk of the
Council of the City of Tracy, California

Attachment: Exhibit 1

							Funding Request	
Department	Augmentation Title	Type	Fund	Total Cost	On-Going	One Time	FY26 Impacts	
Innovation & Technology	SSO for faster software (PW Garage)	Contract Services	Central Services	5,200		5,200	-	
Innovation & Technology	M365 Licenses for Mayors Youth Intern Program	Contract Services	Central Services	12,000		12,000	-	
Public Works	Increases to Tree Removals	Contract Services	General Fund	300,000		300,000		
Public Works	Increase to repairs city facilities	Contract Services	Building Maintenance	100,000		100,000		
Public Works	Pool Chemicals	Supplies	General Fund	40,000		40,000		
Public Works	Increase vehicle parts	Supplies	Central Garage	100,000		100,000		
Public Works	Increase vehicle services	Contract Services	Central Garage	25,000		25,000		
Public Works	Vehicle Replacement Purchase	Capital	General Fund	140,000		140,000		
Public Works	(1) Assistant Engineer	Personnel	Engineering Fees	18,400	16,900	1,500	202,674	
Public Works	Reduction to Professional Services	Contract Services	Engineering Fees	(18,400)	(16,900)	(1,500)	(202,674)	
CED	Increase to Planning Commission	Contract Services	Planning Fees	3,800		3,800		

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution A) approving the City of Tracy's Title VI Public Works Implementation Plan, B) authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement.

EXECUTIVE SUMMARY

The City of Tracy is a recipient and sub-recipient of financial assistance from Federal Aid programs. Recipients and sub-recipients of Federal Aid are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Approval of the City of Tracy's Title VI Public Works Implementation Plan (Implementation Plan – see Attachment A) is necessary for continued financial assistance from various infrastructure related Federal Aid programs. Approval of the Implementation Plan will maintain eligibility for funding from these programs, and authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement will allow ease of processing for submission.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy is a recipient and sub-recipient of financial assistance from federal aid programs. Recipients and sub-recipients of federal aid are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Title VI requires that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Subsequently, various other statutes added prohibitions against discrimination based on sex, age, disability, or socioeconomic status. In addition, the Civil Rights Restoration Act of 1987 defines the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance. Federal statutes and regulations require recipients of federal aid programs to prepare and implement a program to clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related statutes.

The City has historically used different processes to satisfy federal Title VI requirements when accepting federal grants. For example, the City's Transit Section has an adopted policy that specifically relates to adherence to Title VI requirements in a Transit environment. Public Works has not received any infrastructure-related federal grants for many years, and any process that was used for Title VI compliance for those grants is now outdated. Title VI compliance is required when projects go into the design, environmental, right-of-way acquisition, or construction phases. With the recent awards of multiple federal grants for design and ultimate construction of several large roadway projects, Caltrans has requested the City of Tracy to submit a Public Works Title VI implementation plan. The original deadline for this submission was March 31, 2025, but City staff coordinated with Caltrans and received an extension, allowing the new submission deadline to be May 9, 2025.

ANALYSIS

The City of Tracy receives financial assistance from various infrastructure related Federal Aid

programs. Title VI compliance is a condition of receipt of federal funds. Recipients and sub-recipient of Federal Aid are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964.

The recommended Implementation Plan describes elements of the City of Tracy's Title VI Program and provides the policy direction necessary to ensure compliance with Title VI of the Civil Rights Act of 1964. The Implementation Plan will apply to all Public Works operations, including contractors, consultants, and any person who acts on behalf of the City. This policy may also be applied to the operations of any department or agency of the City receiving federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

The Implementation Plan contains the Title VI Non-Discrimination Policy Statement, that states: "It is the policy of the City of Tracy (City) that no person shall on the ground of race, color, national origin, or other protected status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the City as provided by Title VI of the Civil Rights Act of 1964 and related statutes."

The Implementation Plan contains a public outreach plan that details how to reach out to the public and how to ensure that those with limited English proficiency are able to engage in the public process. In addition, the Implementation Plan contains complaint procedures and forms, explaining if any person who believes they were subjected to discrimination by the City's programs or activities because of their race, color, national origin, or other protected status may file a written Title VI complaint with the City of Tracy's Title VI Coordinator within 180 days of the alleged discriminatory act(s).

The Implementation Plan is necessary to remain eligible for continued funding from the Federal Aid programs. Upon approval, the Implementation Plan will be on file at the City of Tracy and available on the City's website. The document will also be submitted to Caltrans for review and final approval.

FISCAL IMPACT

Approval of the City of Tracy's Title VI implementation plan is required for continued financial assistance from federal aid programs. No financial impact will be assessed with this action.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council adopt a resolution A) approving the City of Tracy's Title VI Implementation Plan, B) authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement.

Agenda Item 1.H
May 6, 2025
Page 3

Prepared by: Habibullah Habib, Associate Civil Engineer

Reviewed by: Sharat Bandugula, Acting Assistant City Engineer
Gordon MacKay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:
Attachment A – City of Tracy Title VI Implementation Plan

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA



City of Tracy's Title VI
Public Works Implementation Plan
April 2025

Table of Contents

Introduction 3

Title VI Nondiscrimination Policy Statement 4

Title VI of the Civil Rights Act and Related Authorities 5

Organization, Staffing, and Responsibilities 6

Title VI Complaint Procedures 7

Title VI Outreach and Resources 9

Limited English Proficiency 9

Four Factor Analysis 9

Language Access Plan 9

Dissemination of Program Information to the Public 10

Environmental Justice 10

Data Collection and Analysis 10

Standard Assurances in Contract Documents and Agreements 11

Training 12

Self-Monitoring and Annual Work Plan 12

Appendix A: Title VI Complaint Form 13

Appendix B: Title VI Notice 17

Appendix C: Title VI Assurances A-E 18

Introduction

The City of Tracy's Public Works Department is a recipient and sub-recipient of financial assistance from federal aid programs. Recipients and sub-recipients of federal aid are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Title VI requires that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." [42U.S.C. §2000d]

Subsequently, various other statutes added prohibitions against discrimination based on sex, age, disability, or socioeconomic status. In addition, the Civil Rights Restoration Act of 1987 defines the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance. Federal statutes and regulations require recipients of federal aid programs to prepare and implement a program to clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related statutes. This Title VI Implementation Plan describes elements of the City of Tracy's Title VI, Public Works Implementation plan and provides the policy direction necessary to ensure compliance with Title VI of the Civil Rights Act of 1964.

Title VI Non-Discrimination Policy Statement

It is the policy of the City of Tracy's Public Works Department that no person shall on the ground of race, color, national origin, or other protected status, be excluded from participation in, be denied the benefits of, or be subjected do discrimination in any operation of the City as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy will apply to all operations of the City of Tracy's Public Works Department, including its contractors, consultants, and anyone who acts on behalf of the City of Tracy's Public Works Department and receives funding from federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Prohibited discrimination may be intentional or unintentional; seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Example of prohibited type of discrimination based on race, color, national origin, or other protected status include: denial to an individual any service, financial aid, or other benefits; distinction in the quality, quantity or manner in which a benefit is provided; segregation or separate treatment; restriction in the enjoyment of any advantages, privileges, or other benefits, provided; discrimination in any activities related to highway and infrastructure or facility built or repaired; and discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Midori Lichtwardt
City Manager
City of Tracy

Date

Title VI of the Civil Rights Act and Related Authorities

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance (as implemented through 23 CFR 200.9 and 49 CFR21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) prohibits discrimination on the basis of sex by recipients and sub-recipients of Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients and sub-recipients of Federal financial assistance.

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) prohibits discrimination on the basis of age by recipients and sub-recipients of Federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 200-209) clarifies that the original intent of Congress in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 was to apply the nondiscrimination statutes to all programs and activities of Federal-aid recipients, sub-recipients, contractors and vendors, whether all such programs are federally assisted or not.

Executive Order 12898 (issued February 11, 1994) addresses Environmental Justice regarding minority and low-income populations and requires agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations; promote nondiscrimination in federal programs substantially affecting human health and the environment; and provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Executive Order 13166 (issued August 16, 2000) addresses improved access to services for persons with limited English proficiency. Agencies are directed to evaluate services provided and implement a system that ensures that Limited English Proficiency (LEP) persons are able to meaningfully access the services provided consistent with, and without unduly burdening, the fundamental mission of the local agency. Agencies are directed to ensure that recipients of federal financial assistance provide meaningful access to program, services and information to their LEP applicants and beneficiaries free of charge.

Organization, Staffing, and Responsibilities Organizational Chart



Title VI Coordinator

- Ensures that the City of Tracy's Title VI Public Works Implementation Plan is up to date with all requirements set forth by the Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and any other applicable jurisdictions.
- Maintains an open line of communication with the City Manager and other City leadership positions as necessary to facilitate the Title VI Program requirements in a timely manner.
- Ensures prompt processing and resolution of Title VI complaints.
- Collects and analyzes demographic data of participants in and beneficiaries of the City programs, activities, and services.
- Conducts periodic Title VI internal and external reviews.
- Provides an annual report of Title VI accomplishments and goals in compliance with applicable law.

Title VI Specialist

- Assumes role and duties of Title VI Coordinator when the coordinator is unavailable.
- Ensures that all staff are present for Title VI training and are following Title VI procedures through work with the public, contractors, and consultants.
- Coordinating or disseminating information to the public in languages other than English, where appropriate.



Title VI Complaint Procedures

Any person who believes they were subjected to discrimination by the City of Tracy's Public Works Department programs or activities because of their race, color, national origin, or other protected status may file a written Title VI complaint with the City of Tracy's Public Works Department Title VI Coordinator within 180 days of the alleged discriminatory act(s). A complaint form is available in Appendix A of this plan and online at www.cityoftracy.org/titlevi. Complaints should be signed and submitted in writing using one of the contact methods provided below. If a complaint is submitted via phone, City staff will make their best efforts to transcribe the allegation on a complaint form and provide it to the complainant for confirmation or revision and signature before processing. If submitted via email, the email should include the signed and dated complaint as an attachment. Any person requiring a reasonable accommodation may contact the Title VI Coordinator to obtain assistance in filing a complaint. Complaints may be submitted to the City of Tracy's Public Works Department Title VI Coordinator using one of the following Contact methods:

U.S. Mail:
City of Tracy, Public Works Department, Title VI Coordinator
Attn: Engineering Division
333 Civic Center Plaza
Tracy, CA 95376

Email: TitleVI.PW@cityoftracy.org

Phone: 209-831-6478

The City of Tracy's Public Works Department Title VI Coordinator will process complaints received within 180 days of the alleged discriminatory act(s). The Title VI Coordinator will only process complaints that are complete, which include, at a minimum, the following:

- Complainant's contact information.
- Date(s) of the alleged discriminatory act(s).
- Details of the alleged discrimination.
- Identification of the respondent (i.e., the City department responsible for the alleged discrimination).
- Basis for the complaint (i.e., race, color, national origin, or other protected class).
- Signature of the complainant or complainant's representative.

After receiving a complaint, the Title VI Coordinator will record it in a complaint log and forward it to the Caltrans Office of Civil Rights (OCR). After receiving the complaint, OCR will determine

which federal administering agency has jurisdiction to investigate/process the complaint as outlined on the next page.

Title VI Complaints Processed Under the Federal Highway Administration (FHWA)

Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by a sub-recipient (i.e., the City of Tracy) are to be forwarded to Caltrans to be submitted to the FHWA Division Office. Complaints should be sent within one business day of receipt via email to Title.VI@dot.ca.gov. If Headquarters Office of Civil Rights (HCR) determines a Title VI complaint against a sub-recipient can be investigated by Caltrans, HCR may delegate the task of investigating the complaint to Caltrans.

Caltrans Office of Civil Rights (OCR) Investigation Process

If OCR is delegated the responsibility of performing an investigation, OCR has 90 days to investigate the complaint. If additional time is needed, OCR will call the complainant and inform them.

If more information is needed to resolve the case, the OCR investigator may contact the complainant. The complainant has ten (10) business days from the date of the letter to send the requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, OCR can administratively close the case. A case can be administratively closed if the Complainant no longer wishes to pursue their case.

OCR will consult with HCR regarding the disposition of the complaint. HCR will undertake disposition of the complaint through either (1) informal resolution or (2) issuance of a Letter of Finding of compliance or noncompliance with Title VI. A copy of the Letter of Finding will be sent to all parties via the FHWA Division Office.

A person may also file a complaint directly with:

Federal Highway Administration
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-104
Washington, DC 20590

Title VI Outreach and Resources

Limited English Proficiency

Individuals who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English are considered to have Limited English Proficiency (LEP) and are entitled to language assistance under Title VI. Moreover, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” requires agencies that receive federal funding to:

- Examine their federally funded services and develop and implement processes and guidance that will allow LEP persons to meaningfully access those services
- Prepare a plan to overcome language barriers in federally funded programs and activities
- Ensure that stakeholders have adequate opportunity to provide input

LEP data helps the City identify the need for language translation services and ensures information is widely available based on need. According to the 2015 U.S. Census Bureau's American Community Survey, about 12.42 percent of the City’s population self-reported speaking English less than “very well”. Table 1 highlights part of this population (only languages spoken by at least one percent of the City’s overall population are shown).

Table 1, City of Tracy Limited English Proficiency

Language	Individuals who speak English less than "very well"	Percent of Total Population
Spanish	7896	9.96%
Other Indic	1210	1.52%
Tagalog	746	0.94%
Total	9852	12.42%

Source: U.S. Census Bureau, 2015 American Community Survey 5-Year Estimates
 Note: This table highlights languages spoken by at least one percent of the City's population. A breakdown of all languages spoken across the City's population is available online at: <https://www.census.gov/quickfacts/fact/table/tracycitycalifornia>

Four Factor Analysis

The City is required to ensure that programs and activities normally provided in English are accessible to LEP persons. Assessing this involves conducting a "four-factor" analysis that examines:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered
2. The frequency of LEP contacts
3. The nature and importance of the programs, services, or activities provided
4. The resources available for LEP persons

This analysis helps the City determine whether any elements of its programs and activities should be changed to ensure meaningful access by LEP persons. For example, the analysis can help determine which materials should be translated to any specific additional languages beyond Spanish. The Four Factor Analysis will be employed annually, as well as on a project-level basis, to ensure project-specific language access is accounted for.

Language Access Plan

The City of Tracy’s Public Works Department has developed a wide range of procedures and resources to address the language access needs of LEP persons under Title VI. These resources are provided at no additional cost to the individual and include the following:

City of Tracy's Title VI Public Works Implementation Plan

- City employees who are bilingual can assist with communication and translation for LEP persons. Languages include Spanish, Mandarin, Cantonese, Tagalog, Persian, and American Sign Language.
- Qualified interpreting services, including over-the-phone and in-person interpretation.
- Document translation services.
- Website translation via integrated Google Translate drop-down menu feature on every page.
- Notices, surveys, forms, and other documents are provided in English and Spanish, as well as other languages and formats upon request or as determined by the four factors analysis.

Additionally, the City of Tracy's Public Works Department is currently planning to incorporate language identification cards, or "I Speak" cards, to help identify the individual's primary language. The City of Tracy's Public Works Department is also working with third-party vendors who provide essential city services, such as building and planning permits, to ensure there is a translation feature built into the web portal. This will provide the Tracy community with superior customer service, which is one of our strategic priorities.

Dissemination of Program Information to the Public

To ensure that information about Title VI and related statutes is readily available to the public, the City publishes informational materials, including a notice to the public, which is available in Appendix B of this plan. These materials are intended to communicate information about the public's rights under Title VI. These materials are available in English and Spanish and in other languages and formats upon request.

The Title VI Coordinator will ensure that copies of the public notice are posted in highly visible and accessible locations within all City facilities that provide services to the public, which include but are not limited to facilities such as libraries, recreation centers, police stations, permit and payment locations, customer service counters, and in the lobby at City Hall. Title VI materials are also available on the City's website: www.cityoftracy.org/titlevi

Environmental Justice

In accordance with Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations), City staff will identify and address the environmental effects of programs, policies, and activities on minority and low-income populations for federally funded projects. Staff will consider demographic data during project design and involve the public in the planning and development process to assess the environmental impacts of projects on the community. The public's input and demographic data analysis will enable staff to develop measures to mitigate any potential adverse effects on minority and low-income populations.

Data Collection and Analysis

The City of Tracy's Public Works Department staff may collect and analyze statistical demographic data of participants or beneficiaries of the City's federally funded activities and programs. This data comes from governmental sources responsible for collecting and vetting the information for consistency and accuracy, including the U.S. Bureau of Labor Statics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department, among Others.

City of Tracy's Title VI Public Works Implementation Plan

Additionally, the City of Tracy's Public Works Department staff may collect project-specific demographic data through the course of conducting public outreach for City programs, activities, services, and projects. This outreach may include communications to the public such as community surveys, door hangers, posters, emails, social media releases, press releases, public meetings, virtual meetings, and public comments through websites generated for projects.

Collecting and analyzing this data helps the City of Tracy's Public Works Department determine the characteristics of the communities that are affected by its activities, programs, and services. This, in turn, helps the City of Tracy's Public Works Department provide better, more equitable services. For example, analyzing data from the U.S. Census Bureau's American Community Survey helps the City determine the languages spoken by the population served. This helps the City of Tracy's Public Works Department align its translation services with the needs of the public to ensure all have access to critical information and services.

Departments are responsible for regularly reviewing their data gathering and analysis procedures to ensure outreach methods are effective in meeting the objectives of the Title VI program (i.e., that no group is intentionally excluded in the decision-making process, and all are given the opportunity to voice their opinions or concerns).

Standard Assurances in Contract Documents and Agreements

The City of Tracy's Public Works Department will ensure that any federally funded project documents contain the necessary Title VI Assurances and other language. Such assurances include, but may not be limited to:

- FHWA Form 1273 (Title VI and other non-discriminatory requirements) is required on all FHWA contracts and subcontracts valued greater than \$10,000.
- Title VI Assurances A-E to be attached to any federal-aid contracts (See Appendix C).

Additionally, City staff will include the provisions indicated in the "Administering Agency-State Agreement for Federal-Aid Projects Master Agreement" in the Local Assistance Procedures Manual (LAPM) in contracts and agreements, where applicable, between the City and contractors.

The City of Tracy's Public Works Department will continue to utilize the "Local Agency Construction Contract Administration Checklist" (Exhibit 15-A of the LAPM), which confirms that DBE and labor/Equal Employment Opportunity (EEO) compliance requirements are performed and documented in the project files. Exhibit 15-A of the LAPM documents that the local agency will meet all the requirements prior to the award of a construction contract.

Lastly, the City of Tracy's Public Works Department will continue to utilize the "Resident Engineer's Construction Contract Administration Checklist" (Exhibit 15-B of the LAPM) on federal-aid projects. The checklist assists in administering federal-aid highway construction projects and provides a record that the EEO/Wage Rate/False Statements posters are being posted at specific locations, that employee interviews will be conducted in accordance with the Labor Compliance/EEO interview form, and that DBE requirements are met. City staff will continue to submit Exhibit 15-B, along with the Award Package, shortly after the award of the construction contract.

Training

At least every two years, the City of Tracy's Public Works Department will provide Title VI training for its managers, supervisors, and all staff. The training will be conducted by the City's Title VI Coordinator, online through presentations, or through trainings hosted by Caltrans. The Title VI training will cover at least the following areas:

- Review of the City of Tracy's Title VI Public Works Implementation Plan and other relevant documents.
- Language assistance services offered for public use.
- How to handle potential complaints.
- Where to seek assistance for Title VI questions and concerns.

Additionally, links to Title VI resources from Caltrans, FHWA, and the U.S. Department of Justice will be posted on the program's website: www.cityoftracy.org/titlevi

Self-Monitoring and Annual Work Plan

The Title VI Coordinator and the Title VI Specialist will conduct internal reviews through self-monitoring assessments and address any deficiencies in the delivery of services. External reviews of sub-awardees who receive federal funds through the City, such as contractors or consultants, will also be conducted and monitored as part of the City's Title VI Program. Additionally, the Title VI Coordinator and the Title VI Specialist will establish, monitor, and report on program goals and accomplishments on an annual basis. The Title VI Specialist will ensure that employee training is conducted, language translation services continue to be available, public participation is optimal, and appropriate Title VI signage is posted. This also includes updating community statistics and corresponding with state and federal agencies as necessary.



Appendix A: Title VI Complaint Form

Title VI is a statute provision of the Civil Rights Act of 1964. Title VI requires that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” [42 U.S.C. §2000d]

If you believe you have been discriminated against because of your race, color, national origin, or other protected class, you may file a written Title VI complaint within 180 days of the alleged discriminatory act(s). To do so, you may complete this form (attach additional pages, if necessary) and submit it to the Title VI Coordinator using one of the contact methods that appear at the end of this form. **Note:** The use of this complaint form is not mandatory. You may submit your written complaint using any method that includes your signature and the required information. Any person requiring a reasonable accommodation may contact the Title VI Coordinator to obtain assistance in filing a complaint. Contact information is provided at the end of this form and online at www.cityoftracy.org/titlevi. In addition, procedures that describe how the City of Tracy handles formal Title VI complaints are available on the same webpage.

Complainant Information

Name:

Mailing Address:

Telephone:

Email Address:

Attorney Information

If you have an attorney representing you, please provide their contact information below.

Name:

Firm Name:

Mailing Address:

Telephone:

Email Address:

Basis of Discriminatory Action(s)

Check the box(es) for the type(s) of discrimination you allege to have experienced.

Race Color National Origin Other Protected Class: _____

Date and location of alleged discriminatory action(s)

Please include the earliest and the most recent dates of the alleged discrimination.

Date:

Location:

How were you discriminated against? (Note: If necessary, please attach additional pages.)

Describe the nature of the action, decision, or conditions of the alleged discrimination.

Explain, as clearly as possible, what happened and why you believe your protected status (basis) was a factor in the discrimination.

Include how other persons were treated differently from you.

Name(s) and Title(s) of the individual(s) who you believe are responsible for the discriminatory action(s):

Names of individuals (i.e., witnesses, fellow employees, supervisors, or others) that we may contact for additional information to support or clarify your complaint (please include their contact information):

The laws prohibit retaliation against anyone because they have taken action, or participated in an action, to secure rights protected by these laws. If you feel you have been retaliated against (separate from the discrimination alleged above), please explain the circumstances below. Please explain what actions you took that you believe were the basis for the allegation.

City of Tracy's Title VI Public Works Implementation Plan

What remedy or action are you seeking for the alleged discrimination?

Have you filed, or do you intend to file, a charge or complaint regarding the matters raised in this complaint with any other federal agency, state agency, federal court, or state court? (Note: If necessary, please attach additional pages.)

Yes No

If yes, check all that apply and specify:

Federal Agency:

Federal Court:

State Agency:

State Court:

If you have already filed a charge or complaint, please provide the following information:

Agency/Court:

Attorney Name:

Address:

Firm Name:

Address:

Telephone:

Date Filed:

Case Number:

Date of Trial/Hearing:

Status of Case:

Please provide any additional information that you believe would assist in the investigation.

Please sign and date the complaint form below. If you need additional space to provide Information about this complaint: Please attach the additional information to this form.

Signature of Complainant

Date

City of Tracy's Title VI Public Works Implementation Plan

Please submit the completed form and any attachments to the Title VI Coordinator. Contact information is provided below and online at www.cityoftracy.org/titlevi.

U.S. Mail:

City of Tracy, Public Works Department, Title VI Coordinator
333 Civic Center Plaza
Tracy, CA 95376

Email: TitleVI.PW@cityoftracy.org

Phone: 209-831-6478



Appendix B: Title VI Notice

In accordance with Title VI of the Civil Rights Act of 1964, the City of Tracy is committed to ensuring that no person is excluded from participating in, denied the benefits of, or subject to discrimination by any of the City's programs and activities.

The City of Tracy's Public Works Department, administers its programs and activities without regard to race, color, national origin, or other protected status. In addition, the City prohibits discrimination by employees, contractors, consultants, and anyone who acts on behalf of the City of Tracy's Public Works Department.

Any person who believes they were subjected to discrimination by the City's programs or activities because of their race, color, or national origin may file a formal complaint with the City of Tracy's Title VI Coordinator within 180 days of the alleged discriminatory act(s). Complaints should be signed and submitted in writing using one of the contact methods noted below. If submitted via phone, City staff will make efforts to transcribe the allegation on a complaint form and provide it to the complainant for confirmation or revision and signature before processing. If submitted via email, the email should include the signed and dated complaint as an attachment. Any person requiring a reasonable accommodation may contact the Title VI Coordinator to obtain assistance in filing a complaint.

For more information about the City's Title VI Public Works Implementation Plan, visit www.cityoftracy.org/titlevi or contact the Title VI Coordinator:

U.S. Mail:
City of Tracy, Public Works Department, Title VI Coordinator
Attn: Engineering Division
333 Civic Center Plaza
Tracy, CA 95376

Email: TitleVI.PW@cityoftracy.org

Phone: 209-831-6478

Appendix C: Title VI Assurances A-E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the contractor becomes involved in or threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the California Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the California Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the California Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the California Department of Transportation, its successors and assigns.

The California Department of Transportation, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the California Department of Transportation will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act Of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the California Department of Transportation will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns. (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) prohibits discrimination on the basis of race, color, and national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally-funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TRACY CITY COUNCIL

RESOLUTION 2025-_____

A) APPROVING CITY OF TRACY'S TITLE VI PUBLIC WORKS IMPLEMENTATION PLAN, B) AUTHORIZING CITY MANAGER TO SIGN THE TITLE VI NONDISCRIMINATION POLICY STATEMENT.

WHEREAS, the City of Tracy is a recipient and sub-recipient of financial assistance from federal aid programs. Recipients and sub-recipients of federal aid are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964; and

WHEREAS, the City has historically used different processes to satisfy federal Title VI requirements when accepting federal grants and any process that was used for Title VI compliance for those grants is now outdated; and

WHEREAS, Title VI compliance is required when projects go into the design, environmental, right-of-way acquisition, or construction phases; and

WHEREAS, with the recent awards of multiple federal grants for design and ultimate construction of several large roadway projects, Caltrans has requested the City of Tracy submit a Public Works Title VI Implementation Plan; and

WHEREAS, the original deadline for this submission was March 31, 2025, but City staff coordinated with Caltrans and received an extension, allowing the new submission deadline to be May 9, 2025; and

WHEREAS, approval of the City of Tracy's Title VI Public Works Implementation Plan is necessary for continued financial assistance from federal aid programs and will help the City of Tracy maintain eligibility for funding from these programs; and

WHEREAS, the City of Tracy's Title VI Public Works Implementation Plan describes elements of the City of Tracy's Title VI Program and provides the policy direction necessary to ensure compliance with Title VI of the Civil Rights Act of 1964; and

WHEREAS, the Title VI Public Works Implementation Plan contains the Title VI Non-Discrimination Policy Statement, that states it is the policy of the City of Tracy (City) that no person shall on the grounds of race, color, national origin, or other protected status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the City as provided by Title VI of the Civil Rights Act of 1964 and related statutes; and

WHEREAS, the Title VI Public Works Implementation Plan contains a public outreach plan detailing efforts on how to reach out to the public and how to ensure that those with limited English proficiency are able to engage in the public process; and

WHEREAS, the Title VI Public Works Implementation Plan contains complaint procedures and forms, explaining if any person who believes they were subjected to discrimination by the City’s programs or activities because of their race, color, national origin, or other protected status may file a written Title VI complaint with the City of Tracy’s Title VI Coordinator within 180 days of the alleged discriminatory act(s); and

WHEREAS, this policy (Title VI Public Works Implementation Plan) will apply to all Public Works operations of the City, including its contractors, consultants, and anyone who acts on behalf of the City; and

WHEREAS, approval of the City of Tracy’s Title VI Public Works Implementation Plan is necessary for continued financial assistance from federal aid programs and will help the City of Tracy maintain eligibility for funding from these programs; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council adopt a Resolution A) approving the City of Tracy’s Title VI Public Works Implementation Plan, B) authorizing the City Manager to sign the Title VI Non-Discrimination Policy Statement.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of \$472,912 for Building Maintenance, Parks and Wastewater Treatment Plant (WWTP), and 2) declaring the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

EXECUTIVE SUMMARY

The recommended action will authorize the purchase of new equipment from Rush Truck Centers of California, a Sourcewell cooperatively bid contract company. The vehicles will be assigned to the Public Works Department. One (1) of the vehicles is a replacement for an existing fleet unit, and five (5) are additions to the fleet approved by Resolution 2024-190, which provided funds to acquire vehicles for new positions that had been approved.

Staff recommends purchase of this equipment in the amount of \$472,912 using Utilities Funding, Building Maintenance Funding, Parks Funding and the Vehicle Replacement Fund.

BACKGROUND

The Operations Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City's vehicle and equipment fleet. In addition to routine replacement, the division is addressing a critical need to expand the fleet to meet the City's growing operational demands and staffing. This expansion is necessary to improve service efficiency, ensure timely response to increased workloads, and support new projects. A proactive vehicle and equipment replacement program also helps secure future funding by planning for the eventual replacement of all vehicles and equipment once they reach their full useful life or become irreparable. Expanding the fleet now will better position the department to manage these requirements and sustain a commitment to high-quality service delivery.

On June 25, 2024 the City Council approved Resolution 2024-108, and on November 19, 2024, the City Council approved Resolution 2024-190, amending the FY 2024-25 Operating and Capital Budget to provide augmentations to meet operational needs. The resolution's approved funding to acquire five (5) vehicles for new positions that had been approved in the Public Works' Building Maintenance, Utility Line Maintenance, and Utility Plan sections.

City Unit 2321 is a 2010 Ford Transit E-350 work van that is in poor condition and requires significant and costly maintenance. This 15-year-old vehicle is beyond its serviceable life and in need of replacement.

ANALYSIS

In February 2025, City staff requested bids from Sourcewell, formerly National Joint Powers Alliance (NJPA) for purchase of the six (6) vehicles. Sourcewell serves government and education organizations with a cooperative purchasing program that manages a competitive

solicitation process offering its members an established network of awarded contracts that meet local requirements. The City of Tracy is an established customer with Sourcewell and is authorized to make purchases using Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220.

Rush Truck Centers of California, a California Corporation, is a Sourcewell awarded contract company and qualified vendor of the vehicles the City needs to add to its fleet. Staff recommends utilizing the Sourcewell awarded contract with Rush Truck Centers of California for purchase of the six (6) vehicles.

The City will contract directly with Rush Truck Centers of California, “piggybacking” on the Sourcewell cooperative agreement, through a purchase order that will incorporate the Sourcewell cooperative agreement terms and conditions.

The existing failing E-350 will be sold at public auction to the highest bidder for disposal. The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property. Per the TMC, surplus items are sold at public auction to the highest bidder. Funds recovered from auction are typically returned to the department to offset replacement costs. This ensures that any losses incurred are mitigated, allowing the department to maintain financial stability and continue its operations effectively. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

While the City is committed to green initiatives and the use of alternative or low-carbon fuels, the vehicles proposed for this purchase are conventional gasoline powered units. This is due to current limitations in manufacturing and availability of electric and alternative fuel heavy-duty trucks and work vans and our current lack of required fueling infrastructure. However, the City remains committed to environmental sustainability. Staff is closely following advancements in green vehicle technology while planning for a phased transition to alternative fuel vehicles as they become viable for municipal use, as well as exploring options to expand electric vehicle charging infrastructure.

Public Works Fleet Section staff are currently developing a comprehensive green fleet plan. This plan is anticipated to be presented to the Environmental Sustainability Commission in November 2025 and subsequently brought to the City Council in the first quarter of 2026. In development of this plan staff is actively collaborating with Pacific Gas and Electric Company (PG&E) and leveraging information previously gathered in the Transit Low Emissions Plan and Fleet Electrification plan respectively, which were developed in conjunction with Ava Community Energy. The focus of this approach will be to maintain uninterrupted and dependable service delivery while adopting greener alternatives that align with our long-term sustainability goals and benefit from established partnerships and expertise in the field of vehicle electrification.

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
NEW 2024 FORD F-350 4x2 Super Duty Super Cab (New	Rush Truck Centers of California	\$71,661	Sourcewell (NJPA) 060920-NVS

NEW 2024 FORD F-350 4x2 Super Duty Crew Cab (New Addition)	Rush Truck Centers of California	\$86,967	Sourcewell (NJPA) 060920-NVS
NEW 2024 FORD F-250 4x2 Super Duty Super Cab (New Addition)	Rush Truck Centers of California	\$71,165	Sourcewell (NJPA) 060920-NVS
NEW 2023 FORD F-250 4x4 Super Duty Super Cab(New Addition)	Rush Truck Centers of California	\$72,134	Sourcewell (NJPA) 060920-NVS
NEW 2025 FORD TRANSIT-350 (New Addition)	Rush Truck Centers of California	\$89,292	Sourcewell (NJPA) 060920-NVS
NEW 2023 FORD TRANSIT-350 (Replacement)	Rush Truck Centers of California	\$81,693	Sourcewell (NJPA) 060920-NVS

Below is a list of equipment that will be replaced.

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2010 FORD E-350 OLD ASSET-2321	Mileage- 58651 Age- 15yrs	\$24,333	Poor Condition Beyond Serviceable Life

FISCAL IMPACT

The funding for the purchase of the vehicles in the amount of \$472,912 is available in the Utilities Funding and Building Maintenance Funding totaling \$230,762, Parks funding total \$160,457 and the Vehicle Replacement Fund total \$81,693.

STRATEGIC PLAN

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

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15061(b)(3) and 15378(b)(2) as the purchase of these vehicles will not result in any potentially significant environmental impacts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution 1) authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of \$472,912 for Building Maintenance, Parks and Wastewater Treatment Plant (WWTP) and 2) declaring the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

Agenda Item 1.1
May 6, 2025
Page 4

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: Gordon MacKay, Interim Public Works Director
Jim Thompson, Operations Superintendent
David Murphy, Assistant Director of Operations.
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A - Sourcewell Contract #032824-RTG
- B – Rush Medium-Duty Truck Centers of California Quote
- C – Sourcewell Purchase Agreements

032824-RTG

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

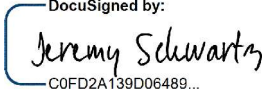
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Rush Truck Centers of Texas, L.P.

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/16/2024 | 5:23 PM CDT

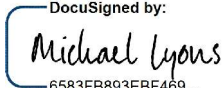
DocuSigned by:

 6583FB893EBF469...
 By: _____
 Michael Lyons
 Title: Associate General Counsel
 Date: 7/16/2024 | 4:41 PM CDT

Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.
2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Rush Enterprises
Does your company conduct business under any other name? If yes, please state: Rush Truck Centers of Texas, LP
Address: 555 IH 35 S.
New Braunfels, Texas 78130
Contact: Colton Kruse
Email: krusec@rushenterprises.com
Phone: 830-302-5200 5219
HST#: 74-2786264

Submission Details

Created On: Saturday March 23, 2024 12:59:22
Submitted On: Thursday March 28, 2024 14:25:34
Submitted By: Colton Kruse
Email: krusec@rushenterprises.com
Transaction #: 2a729aea-e652-4465-b1a3-ec0fab14dedf
Submitter's IP Address: 155.190.8.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises.</p> <p>The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract:</p> <p>Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.</p>
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<p>Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truck Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester</p> <p>Other Rush locations that can support ancillary parts and service needs are:</p> <p>Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville, Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City, Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls, Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City, Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Lewiston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Rush Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George, Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	<p>RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79</p> <p>List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.</p>
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130
6	Proposer website address (or addresses):	www.rushtruckcenters.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219</p>
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc.</p> <p>Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of \$7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB.</p> <p>Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible.</p> <p>At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.</p>
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported \$7.92B in revenue. We have attached our most recent SEC filing in the document upload section.
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of \$39.5MM.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Austin, Texas	Janet Opheim	(512) 978-2634
City of Euless, Texas	Kyle McAdams	(817) 685-1598
City of DeSoto, Texas	Wade Williams	(972) 230-5714
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840
City of Houston, Texas	Daniel Davis	(281) 740-8030

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	\$21,700,396.98
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	\$28,355,662.56
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	\$18,650,715.50
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the the Illinois Department of Transportation.	104	\$14,934,920.93
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	\$8,835,185.02

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains \$350MM in on hand parts inventory nationwide. This provides the ability to move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcewell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcewell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcewell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcewell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations across the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to smartly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15% Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcwell member looking to purchase 10 or more units, please contact us for additional price concession.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcwell member while minimizing associated costs.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcwell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rush is prepared to offer a per unit fee of: \$400.00 for all units class 3-5 \$750.00 for all units class 6-8

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcwell member (once approved by Rush Truck Centers risk team).
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcwell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcwell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcwell members.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.
75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn't currently available, once made available to Rush Truck Centers, we intend to work with Sourcewell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
- [Financial Strength and Stability](#) - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
- [Standard Transaction Document Samples](#) - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
- [Requested Exceptions](#) - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush_revisions.docx - Tuesday March 26, 2024 11:39:46
- [Upload Additional Document](#) - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1



1720 Herndon Rd
 Ceres, CA 95307-4421
 (209) 857-7400

Customer Proposal Letter

City of Tracy
 520 N Tracy Blvd
 Tracy 95376-4917

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make Ford Model F-250 Stock # 1733726 Serial # 1FT7X2BA7PED04189

Additional Vehicle Details: CHASSIS MSRP : \$53,010 - 1.5% SOURCEWELL DISCOUNT (\$795.15)
 UPFIT: \$14,053

		Total
Quantity		
Truck Price per Unit	\$ 66,267.85	\$ 66,267.85
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 66,267.85	\$ 66,267.85
Optional Extended Warranty(ies)		
State Sales Tax	\$ 5,494.33	\$ 5,494.33
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 33.00	\$ 33.00
Tire Recycling Program	\$ 8.75	\$ 8.75
RushCare Service Subscription ⁽¹⁾⁽²⁾ 0 months	\$ 0.00	\$ 0.00
Total Sales Price	\$ 72,133.93	\$ 72,133.93
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 72,133.93	\$ 72,133.93

Sales Representative		Carlos Perez	
	Signature	Printed Name	Date
Purchaser			
	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager			
	Signature	Printed Name	Date

Quote good until 2/22/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

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VEHICLE INFORMATION

Year 2024 Make Ford Model F-350 Stock # 1768168 Serial # 1FT8W3BT2REE02984

Additional Vehicle Details: CHASSIS MSRP : \$66,075 - 1.5% SOURCEWELL DISCOUNT (\$991.13)
 UPFIT: \$14,886.50

		Total
Quantity		
Truck Price per Unit	\$ 79,970.37	\$ 79,970.37
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 79,970.37	\$ 79,970.37
Optional Extended Warranty(ies)		
State Sales Tax	\$ 6,624.79	\$ 6,624.79
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 33.00	\$ 33.00
Tire Recycling Program	\$ 8.75	\$ 8.75
RushCare Service Subscription ⁽¹⁾⁽²⁾ 0 months	\$ 0.00	\$ 0.00
Total Sales Price	\$ 86,966.91	\$ 86,966.91
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 86,966.91	\$ 86,966.91

Sales Representative		Carlos Perez	
	Signature	Printed Name	Date
Purchaser			
	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager			
	Signature	Printed Name	Date

Quote good until 3/12/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



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VEHICLE INFORMATION

Year 2023 Make Ford Model Transit-350 Stock # 1787010 Serial # 1FDBW5PG3PKB70628

Additional Vehicle Details: CHASSIS MSRP : \$48,405 - 1.5% SOURCEWELL DISCOUNT (\$726.08)
 UPFIT: \$27,417.15

		Total
Quantity		
Truck Price per Unit	\$ 75,096.07	\$ 75,096.07
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 75,096.07	\$ 75,096.07
Optional Extended Warranty(ies)		
State Sales Tax	\$ 6,222.66	\$ 6,222.66
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 33.00	\$ 33.00
Tire Recycling Program	\$ 10.50	\$ 10.50
RushCare Service Subscription ⁽¹⁾⁽²⁾ 0 months	\$ 0.00	\$ 0.00
Total Sales Price	\$ 81,692.23	\$ 81,692.23
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 81,692.23	\$ 81,692.23

Sales Representative	Carlos Perez	
	Signature	Printed Name
		Date
Purchaser		
	Signature	Printed Name / Title
		Date
Accepted by Sales Manager or General Manager		
	Signature	Printed Name
		Date

Quote good until 3/22/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



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VEHICLE INFORMATION

Year 2024 Make Ford Model F-250 Stock # 1855055 Serial # 1FT7X2AA4REF08436

Additional Vehicle Details: CHASSIS MSRP : \$50,320 - 1.5% SOURCEWELL DISCOUNT (\$754.80)
UPFIT: \$15,806.75

Table with 3 columns: Description, Price, Total. Rows include Truck Price per Unit (\$65,371.95), F.E.T. (\$0.00), Net Sales Price (\$65,371.95), State Sales Tax (\$5,420.42), Documentary Fee (\$80.00), Administration Fee (\$250.00), Electronic Filing (\$33.00), Tire Recycling Program (\$8.75), RushCare Service Subscription (\$0.00), Total Sales Price (\$71,164.12), and Unpaid Balance Due on Delivery (\$71,164.12).

Sales Representative: Carlos Perez (Signature, Printed Name, Date)
Purchaser: (Signature, Printed Name / Title, Date)
Accepted by Sales Manager or General Manager: (Signature, Printed Name, Date)

Quote good until 3/12/2025 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
 Ceres, CA 95307-4421
 (209) 857-7400

Customer Proposal Letter

City of Tracy
 520 N Tracy Blvd
 Tracy 95376-4917

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Ford Model Transit-350 Stock # TBD Serial # TBD

Additional Vehicle Details: CHASSIS MSRP : \$53,405 - 1.5% SOURCEWELL DISCOUNT (\$801.08)
 UPFIT: \$29,417.15

		Total
Quantity		
Truck Price per Unit	\$ 82,021.07	\$ 82,021.07
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 82,021.07	\$ 82,021.07
Optional Extended Warranty(ies)		
State Sales Tax	\$ 6,896.90	\$ 6,896.90
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 33.00	\$ 33.00
Tire Recycling Program	\$ 10.50	\$ 10.50
RushCare Service Subscription ⁽¹⁾⁽²⁾ 0 months	\$ 0.00	\$ 0.00
Total Sales Price	\$ 89,291.47	\$ 89,291.47
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 89,291.47	\$ 89,291.47

Sales Representative		Carlos Perez	
	Signature	Printed Name	Date
Purchaser			
	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager			
	Signature	Printed Name	Date

Quote good until 3/30/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
 Ceres, CA 95307-4421
 (209) 857-7400

Customer Proposal Letter

City of Tracy
 520 N Tracy Blvd
 Tracy 95376-4917

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2024 Make Ford Model F-350 Stock # 1765790 Serial # 1FT8X3AA5REE02751

Additional Vehicle Details: CHASSIS MSRP : \$51,720 - 1.5% SOURCEWELL DISCOUNT (\$775.80)
 UPFIT: \$14,886.50

		Total
Quantity		
Truck Price per Unit	\$ 65,830.70	\$ 65,830.70
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 65,830.70	\$ 65,830.70
Optional Extended Warranty(ies)		
State Sales Tax	\$ 5,458.26	\$ 5,458.26
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 33.00	\$ 33.00
Tire Recycling Program	\$ 8.75	\$ 8.75
RushCare Service Subscription ⁽¹⁾⁽²⁾ 0 months	\$ 0.00	\$ 0.00
Total Sales Price	\$ 71,660.71	\$ 71,660.71
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 71,660.71	\$ 71,660.71

Sales Representative		Carlos Perez
	Signature	Printed Name
		Date
Purchaser		
	Signature	Printed Name / Title
		Date
Accepted by Sales Manager or General Manager		
	Signature	Printed Name
		Date

Quote good until 3/12/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

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**CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH RUSH MEDIUM DUTY
TRUCK CENTERS OF CALIFORNIA, INC., DBA RUSH TRUCK CENTER**

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres, California ("**Supplier**"). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to retain Supplier to provide Four(4) Super Duty Trucks, two (2) Transit-350 vans and related accessories and supplies.
- B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the equipment.
- C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #032824 ("**Contract**").
- D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.
- E. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in Exhibit A attached hereto and incorporated by reference. The Equipment shall comply with all of the standards and specifications outlined in Contract.
 - 1.2 **NO SUBSTITUTIONS: AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: Chris Faircloth, General Manager. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of 520 Tracy Blvd. Tracy, Ca. 95376.
 - 2.1 Supplier will provide an estimated delivery date at time of order. All delivery information provided by Supplier is approximate based on the manufacturer's lead time estimates and Supplier cannot guarantee a delivery date. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the delivery timeline for any reason and will work in good faith with the City and the manufacturer(s) to mitigate such delays.
3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in Exhibit A ("Purchase Price").
 - 3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed \$472,909.37.
 - 3.2 The Purchase Price is due and payable net thirty (30) days from delivery of the Equipment to the City.
4. **Reserved.**
5. **BREACH.** In the event of a material breach of the Agreement by a party, the other party may, by written notice given to the breaching party, declare the breaching party in default of the Agreement, specifying with particularity the basis for such breach in the written notice. The breaching party must deliver a response thereto in writing to the other party within ten (10) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If the breaching party fails to deliver the foregoing response on time or fails to cure the default within thirty (30) days after receipt of the notice (or within such additional time the parties may agree upon in writing), the non-breaching party may elect to terminate this Agreement for cause by serving written notice thereof to the breaching party. Supplier and the City may not terminate this Agreement except for cause in accordance with the foregoing.
6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed five (5) business days after delivery of the Equipment ("Inspection Period") to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications as set forth in this Agreement ("Specifications"). The City may reject any Equipment that does not conform to the Specifications by written notice to the Supplier within the Inspection Period. If the City rejects the Equipment, Supplier has sixty (60) days to promptly repair or place the nonconforming Equipment and pay for all related expenses, including, but not limited to, transportation charges, for the repair/return of the defective Equipment and/or the delivery of replacement Equipment. If City fails to notify Supplier in writing that it is rejecting the Equipment within the Inspection Period, City will be deemed to have accepted the Equipment. City's acceptance or deemed acceptance of the Equipment under this section shall not be deemed a waiver of any of warranties on the Equipment as set forth in the Agreement. Supplier will transfer title in the Equipment to City on delivery and acceptance of the Equipment. Prior to acceptance of the Equipment, City assumes risk of loss for the Equipment on delivery of the

Equipment to City while the Equipment is under the City's care, custody and control. On acceptance of the Equipment, as between Supplier and City, City assumes all risk of loss relating to the Equipment. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.

7. **INDEMNIFICATION; LIMITATION OF LIABILITY.** Supplier shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by the City in its reasonable discretion, such approval not to be unreasonably withheld, conditioned or delayed), and hold harmless the City from and against any Claims brought or alleged against the City by a third party to the extent arising out of: (a) Supplier's breach of this Agreement; and (b) the negligence or intentional misconduct of Supplier, except, in each case, to the extent caused by the negligence or willful misconduct of the City.
- 7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier" means the Supplier, its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".
- 7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.
- 7.3 **PROCEDURE.** Supplier's obligations under this Section 7 are expressly conditioned on the following: City (a) will promptly notify Supplier in writing of any such Claim of which City has actual knowledge (provided that failure to do so will only release Supplier from the foregoing indemnification and defense obligations to the extent that such failure led to material prejudice), (b) grants Supplier sole control of the defense of any such Claim and of all negotiations for its settlement or compromise (provided that no such settlement or compromise may impose any liability or other obligations on City), and (c) will reasonably cooperate with Supplier to facilitate the settlement or defense of the Claim. Subject to the foregoing, City may participate, at City's own expense, in the defense of a Claim.

The parties agree that in the event of any claim, litigation, civil action or any other legal or administrative proceeding brought by one party against the other, except with respect to Supplier's indemnification obligations for third party claims, neither party shall be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

8. **INSURANCE.** Supplier shall, throughout the duration of this Agreement, maintain insurance to cover, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

- 8.1 COMMERCIAL GENERAL LIABILITY.** Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 8.2 AUTOMOBILE LIABILITY.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 8.3 WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.
- 8.4 ENDORSEMENTS.** Supplier shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 8.4.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 8.4.2** For any claims related to this Agreement, Supplier's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Supplier's insurance and shall not contribute with it.
- 8.5 NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.
- 8.6 INSURANCE CERTIFICATE.** Supplier shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 8.7 SUBSTITUTE CERTIFICATES.** Supplier shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 8.8 SUPPLIER'S OBLIGATION.** Maintenance of insurance by the Supplier as specified in this Agreement shall in no way be interpreted as relieving the Supplier of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Supplier may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.
- 9. PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

10. **TAXES.** The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax.
11. **WARRANTY.** The Supplier warrants that on delivery all Equipment will conform to the applicable specifications set forth in Exhibit A (“Specifications”). Any warranties on the Equipment are limited only to any printed warranty provided by the applicable manufacturer of the Equipment. Supplier agrees to assist the City in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for City, including repair, maintenance, and installation services (“Services”), will be performed in a good and workmanlike manner in accordance with industry standards (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.
12. **Reserved.**
13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
14. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Rush Medium-Duty Truck Centers Inc.
1720 Herndon Rd.
Ceres, Calif. 95307
Attn: General Manager

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

Rush Enterprises Legal Department
555 IH35 South
New Braunfels, TX 78130

15. MISCELLANEOUS

- 15.1 Reserved.
- 15.2 AMENDMENTS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 15.3 WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 15.4 ASSIGNMENT AND DELEGATION. Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment. Notwithstanding the foregoing, Supplier may engage subcontractors to provide or assist in providing services to City, in which case Supplier remains responsible for the fulfillment of its obligations under this Agreement and for the performance of the services. Supplier will be further responsible for the acts and omissions of its subcontractors to the same extent as if done by Supplier directly.
- 15.5 JURISDICTION AND VENUE. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 15.6 COMPLIANCE WITH THE LAW. Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 15.6.1 HAZARDOUS MATERIAL. Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled to the extent caused by Supplier in the course of performing their services.
- 15.6.2 NON-DISCRIMINATION. Supplier represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any third-party Supplier, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Supplier shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).
- 15.7 BUSINESS ENTITY STATUS. Supplier is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Supplier. By entering into this Agreement, Supplier represents that it is not a suspended corporation. If Supplier is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 15.8 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 15.9 CONSTRUCTION OF AGREEMENT. Each Party hereto has had an equivalent

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

- 15.10** **SEVERABILITY**. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 15.11** **CONTROLLING PROVISIONS**. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.
- 15.12** **ENTIRE AGREEMENT**. This Agreement, the Contract and attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.
- 16. SIGNATURES**. The individuals executing this Agreement on behalf of Supplier represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Supplier.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

Supplier

Rush Medium-Duty Truck Centers, Inc.
Ceres, California

X Chris Faircloth
By: Chris Faircloth
Title: General Manager
Date: 2/15/25

Federal Employer Tax ID No. 83-2426170

By: _____
Title: _____
Date: _____

Exhibit A

Equipment

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING THE PURCHASE OF FOUR (4) NEW FORD TRUCKS, AND TWO (2) FORD TRANSIT 350 WORK VANS FROM RUSH TRUCK CENTERS OF CALIFORNIA, INC. THROUGH A COMPETITIVELY BID SOURCEWELL COOPERATIVE AGREEMENT IN THE AMOUNT OF \$472,912 FOR BUILDING MAINTENANCE, PARKS AND WASTE WATER TREATMENT PLANT (WWTP), AND

2) DECLARING THE EXISTING E-350 AS SURPLUS AND APPROVING ITS DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310.

WHEREAS, the Operations Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City of Tracy (City)'s vehicle and equipment fleet; and

WHEREAS, as a part of that assignment, the Operations Division must maintain a vehicle and equipment replacement program to ensure future funding for replacement of purchased equipment and vehicles that reach their useful life or must be replaced due to irreparable condition; and

WHEREAS, in addition to routine replacement, the division is addressing a critical need to expand the fleet to meet the City's growing operational demands and staffing; and

WHEREAS, expanding the fleet now will better position the department to manage these requirements and sustain our commitment to high-quality service delivery; and

WHEREAS, on June 25, 2024 the City Council approved Resolution 2024-108, and on November 19, 2024, the City Council approved Resolution 2024-190, amending the FY 2024-25 Operating and Capital Budget to provide augmentations to meet operational needs; and

WHEREAS, the resolution's approved funding to acquire five (5) vehicles for new positions that had been approved in the Public Works' Building Maintenance, Utility Line Maintenance, and Utility Plan sections; and

WHEREAS, these vehicles will be essential for transporting other pieces of equipment to enhance the services provided by both the Building Maintenance, Parks and WWTP departments and without additional vehicles, the efficiency of the division's will be compromised, resulting in delays, increased fuel consumption, and extended project timelines, as multiple trips to and from job sites will be required to drop off employees and materials; and

WHEREAS, the City of Tracy, while committed to green initiatives and alternative fuels, due to current limitations in manufacturing, availability, and infrastructure for electric heavy-duty trucks and work vans requires purchasing conventional fuel vehicles at this time; and

WHEREAS, the City maintains its commitment to environmental sustainability by continuously evaluating advancements in green vehicle technology, planning for a phased transition to alternative fuel vehicles as they become viable for municipal use, and exploring options to expand EV charging infrastructure; and

WHEREAS, in February 2025, City staff requested bids from Sourcewell, formerly National Joint Powers Alliance (NJPA). Sourcewell serves government and education organizations with a cooperative purchasing program that manages a competitive solicitation process offering its members an established network of awarded contracts that meet local requirements; and

WHEREAS, City is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using Sourcewell cooperative purchasing Program, per Tracy Municipal Code section 2.20.220; and

WHEREAS, the City will contract directly with Rush Truck Centers “piggybacking” on the Sourcewell cooperative agreement, through a purchase order that will incorporate the Sourcewell cooperative agreement terms and conditions; and

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

Description	Vendor	Cost	Public Bidding Procedure
NEW 2024 FORD F-350 4x2 Super Duty Super Cab (New Addition)	Rush Medium-Duty Truck Centers of California	\$71,661	Sourcewell (NJPA) 060920-NVS
NEW 2024 FORD F-350 4x2 Super Duty Crew Cab (New Addition)	Rush Medium-Duty Truck Centers of California	\$86,967	Sourcewell (NJPA) 060920-NVS
NEW 2024 FORD F-250 4x2 Super Duty Super Cab (New Addition)	Rush Medium-Duty Truck Centers of California	\$71,165	Sourcewell (NJPA) 060920-NVS
NEW 2023 FORD F-250 4x4 Super Duty Super Cab (New Addition)	Rush Medium-Duty Truck Centers of California	\$72,134	Sourcewell (NJPA) 060920-NVS
NEW 2025 FORD TRANSIT-350 (New Addition)	Rush Medium-Duty Truck Centers of California	\$89,292	Sourcewell (NJPA) 060920-NVS
NEW 2023 FORD TRANSIT-350 (REPLACEMENT)	Rush Medium-Duty Truck Centers of California	\$81,693	Sourcewell (NJPA) 060920-NVS

and;

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

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2010 FORD E-350 OLD ASSET-2321	Mileage- 58651 Age- 15yrs	\$24,333	Poor Condition Beyond Serviceable Life

and;

WHEREAS, the funding for the purchase of the vehicles in the amount of \$472,912 is available in the Utilities Funding and Building Maintenance Funding totaling \$230,762, Parks Funding totaling \$160,457 and the Vehicle Replacement Fund totaling \$81,693; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy adopt a Resolution authorizing the purchase of Four (4) New Ford trucks, and Two (2) Ford Transit 350 work vans from Rush Truck Centers of California, Inc. through a competitively bid Sourcewell Cooperative Agreement in the amount of \$472,912 for Building Maintenance, Parks and Waste Water Treatment Plant (WWTP); and be it

FURTHER RESOLVED: That the City Council of the City of Tracy declare the existing E-350 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) accepting an allocation of Fiscal Year 2024-2025 funds in the amount of \$99,076 from the California Low Carbon Transit Operation Program; (2) authorizing the City Manager, or designee, to execute requisite funding documents, certifications and assurances; and (3) appropriating all \$99,076 to the Transit Fund for free student fares.

EXECUTIVE SUMMARY

The Low Carbon Transit Operations Program (LCTOP) is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014. The City of Tracy is eligible to receive \$99,076 from the program. Staff recommends utilizing these funds to continue to provide free bus rides to students for the 2025-26 school year.

BACKGROUND AND LEGISLATIVE HISTORY

The LCTOP is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 (SB 862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving designated Disadvantaged Communities (DAC).

The LCTOP is administered by California Department of Transportation (Caltrans) in coordination with the California Air Resource Board (CARB) and the State Controller's Office (SCO). Funds are distributed based on prior use of State Transit Assistance (STA) funds with 50% to the regional agencies, and the other 50% to local transit operators. The San Joaquin Council of Governments (SJCOG) receives the regional apportionment for San Joaquin County. For the FY 2024-25 LCTOP funding cycle, the City of Tracy is eligible to receive \$3,453 in a direct allocation as a transit operator. In addition, SJCOG's regional allocation of \$2.04 million will be allocated among the transit providers with the City of Tracy receiving \$95,623. This provides a total LCTOP allocation of \$99,076.

ANALYSIS

Staff proposes to utilize the City's FY 2024-25 allocation of \$99,076 in LCTOP funds to continue the student fare subsidy program. The fare subsidies will continue to provide free transit fares to students for a two-year period beginning December 1, 2025 and ending December 31, 2027, or until funds are fully expended. An on-going marketing program will promote the project, with a focus on disadvantaged communities in the City. To complete the application process and receive LCTOP funds, the City is required to submit several supporting documents approved by the City Council (see Attachment A):

1. An "Authorized Agent" form to designate the City Manager, and/or designee, as signatory on any documents associated with obtaining and managing LCTOP funds.
2. The "Certification and Assurances" which contain general conditions of the LCTOP

program as well as some additional cost principles and record retention requirements that are standard for other State-funded projects.

3. Project Allocation form acknowledging the City of Tracy as the Lead Agency and SJCOG as the Contributing Sponsor of LCTOP funds.
4. A Resolution adopted by Council approving all of the submittals on behalf of the LCTOP program.

Accepting and utilizing these funds will continue the City's program promoting the use of public transit by students. This program removes a barrier to access and provides a means of transportation, especially for low-income and disadvantaged communities.

FISCAL IMPACT

A total \$99,076 in LCTOP funds will be appropriated for use as additional revenue to offset fares in the Transit Fund. There is no matching requirement and there is no impact to the General Fund.

STRATEGIC PLAN

This agenda item supports the Council's Economic Development Strategic Priority 2.C. – Promote TRACER Bus Services to increase awareness and ridership.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project." (CEQA Guidelines §§15378(b)(5)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) accepting an allocation of Fiscal Year 2024-2025 funds in the amount of \$99,076 from the California Low Carbon Transit Operation Program;

(2) authorizing the City Manager, or designee, to execute requisite funding documents, certifications and assurances; and (3) appropriating all \$99,076 to the Transit Fund for free student fares.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations

Gordon McKay, Interim Public Works Director

Sara Castro, Director of Finance

Matthew Shen, Interim City Attorney

Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A – FY24-25 LCTOP Allocation Request Signature Pages

FY 2024-2025 LCTOP Authorized Agent

AS THE Mayor
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Tracy
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Midori Lichtwardt, City Manager OR
(Name and Title of Authorized Agent)

Karin Schnaider, Assistant City Manager OR
(Name and Title of Authorized Agent)

David Murphy, Public Works Assistant Director of Operations OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Dan Arriola Mayor
(Print Name) (Title)

(Signature)

Approved this 6 day of May, 2025



FY 2024-2025 LCTOP Certifications and Assurances

Lead Agency: City of Tracy

Project Title: Free Student Fares

Prepared by: Ed Lovell, Transit Manager

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.



FY 2024-2025 LCTOP

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:

- a. **Annual Project Activity Reports October 30th each year.**
- b. **A Close Out Report within six months of project completion.**
- c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
- d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
- e. **Jobs Reporting as defined by CARB Funding Guidelines.**

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

FY 2024-2025 LCTOP

- b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with



FY 2024-2025 LCTOP

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

David Murphy

(Print Authorized Agent)

Public Works Assistant Director of Operations

(Title)

(Signature)

(Date)

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) ACCEPTING AN ALLOCATION OF FISCAL YEAR 2024-2025 FUNDS IN THE AMOUNT OF \$99,076 FROM THE CALIFORNIA LOW CARBON TRANSIT OPERATION PROGRAM; (2) AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE REQUISITE FUNDING DOCUMENTS, CERTIFICATIONS AND ASSURANCES; AND (3) APPROPRIATING ALL \$99,076 TO THE TRANSIT FUND FOR FREE STUDENT FARES.

WHEREAS, the City of Tracy is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, funds are distributed based on prior use of State Transit Assistance funds with 50% to the regional agencies, and the other 50% to local transit operators; and

WHEREAS, the San Joaquin Council of Governments (SJCOG) receives the regional apportionment for San Joaquin County; and

WHEREAS, for the FY 2024-25 LCTOP funding cycle, the City of Tracy is eligible to receive \$3,453 in a direct allocation as a transit operator; and, in addition, SJCOG's regional allocation of \$2.01 million will be allocated among the transit providers with the City of Tracy receiving \$95,623, providing a total LCTOP allocation of \$99,076; and

WHEREAS, staff proposes to utilize the City's FY 2024-25 allocation of \$99,076 in LCTOP funds to continue the student fare subsidy program; and

WHEREAS, the fare subsidies will continue to provide free transit fares to students for a two-year period beginning December 1, 2025 and ending December 31, 2027, or until funds are fully expended; and

WHEREAS, to complete the application process and receive LCTOP funds, the City is required to submit several supporting documents approved by the City Council, attached hereto as Exhibit 1; and

WHEREAS, the City of Tracy wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager or his designee; and

WHEREAS, the City of Tracy wishes to implement the following LCTOP project(s) listed above;

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby determines item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a “project” (CEQA Guidelines §§15378(b)(5)); and be it further

RESOLVED: That the City Council of the City of Tracy approves and agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents attached hereto as Exhibit 1, in addition to applicable statutes, regulations and guidelines for all LCTOP funded transit projects; and be it further

RESOLVED: That the City Council authorizes the City Manager or designee to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation; and be it further

RESOLVED: That the City Council appropriates funds in the amount of \$99,076 to the City Transit Fund for the purpose of the LCTOP program and use for free student fares; and be it further

RESOLVED: That the City Council of the City of Tracy authorizes the submittal of the following project nomination and allocation request to the Department in FY2024-2025 LCTOP funds:

Project Name:	Free Student Fares
Amount of LCTOP funds requested:	\$99,076
Short description of project:	Fare subsidy for students during promotional periods in the City of Tracy
Benefit to a Priority Populations:	Free fares for students to encourage ridership on the fixed-route bus system
Amount to benefit Priority Populations:	\$49,538
Contributing Sponsors:	San Joaquin Council of Governments

The foregoing Resolution 2025- _____ was adopted by the Tracy City Council on the 6th of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

Exhibit 1 – FY24-25 LCTOP Allocation Request Signature Pages

FY 2024-2025 LCTOP Authorized Agent

AS THE Mayor
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Tracy
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Midori Lichtwardt, City Manager OR
(Name and Title of Authorized Agent)

Karin Schnaider, Assistant City Manager OR
(Name and Title of Authorized Agent)

David Murphy, Public Works Assistant Director of Operations OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Dan Arriola Mayor
(Print Name) (Title)

(Signature)

Approved this 6 day of May, 2025



FY 2024-2025 LCTOP Certifications and Assurances

Lead Agency: City of Tracy

Project Title: Free Student Fares

Prepared by: Ed Lovell, Transit Manager

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

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2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.



FY 2024-2025 LCTOP

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:

- a. **Annual Project Activity Reports October 30th each year.**
- b. **A Close Out Report within six months of project completion.**
- c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
- d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
- e. **Jobs Reporting as defined by CARB Funding Guidelines.**

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

FY 2024-2025 LCTOP

- b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with
Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with



FY 2024-2025 LCTOP

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

David Murphy

(Print Authorized Agent)

Public Works Assistant Director of Operations

(Title)

(Signature)

(Date)

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) determining that compliance with standard procurement processes is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) and dispensing such requirement for the purchase of specified computer equipment and related services; and (2) approving a Subscriber Services Agreement with the County of San Joaquin to provide certain computer equipment and related services for a total not to exceed amount of \$66,267, for a one year term.

EXECUTIVE SUMMARY

This agenda item seeks approval of a Subscriber Services Agreement between the City of Tracy (City) and County of San Joaquin (County) to provide computer equipment, information services, and maintenance of the Tracy Police Department's Automated Message Switch System Access, and the Law and Justice System Access. These services are necessary to maintain access to the California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information System (CJIS), and local county law and warrant systems.

BACKGROUND AND LEGISLATIVE HISTORY

CLETS is the computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages. The CLETS will provide all law enforcement and criminal justice user agencies with the capability of obtaining information directly from federal and state computerized information files. The message switch computer is the portion of the hardware and software solely designed to switch transactions to and from the CLETS. As published in the California Law Enforcement Telecommunications System Polices, Practices, Procedures and Statutes manual, Pursuant to GC § 15151, the California Law Enforcement Telecommunications System (CLETS) is an efficient law enforcement communications network available to all public agencies of law enforcement within the state.

Pursuant to GC § 15161 through § 15163, the CA DOJ shall provide central switching equipment and sufficient circuitry from the switching center to one location in each county to handle law enforcement message traffic. Circuitry and terminal equipment to extend beyond, or other than, the CLETS termination point in each county will be provided by client agencies at their own expense.

Additionally, GC § 15163 states "The Sheriff's Office will serve as the County Control Agency unless the CA DOJ, in consultation with the CAC, indicates another law enforcement agency in the county is better qualified. The single point of entry into each county will be funded by the CA DOJ. Any additional points of entry to the County Control Agency will be at the agency's expense."

Tracy Police Department currently contracts with Commsys, Inc. as its primary vendor for connecting to the CLETS; however, to avoid disruption of service during any services outages or failures, Tracy Police Department uses San Joaquin County as its back up system for CLETS.

San Joaquin County is the County Control Agency/Direct Interface System Host and they are required to inform its subscribing agencies, such as Tracy Police Department, of the type of circuitry and equipment necessary for access, the type of services that they will provide in addition to CLETS access, and all fees that will be charged for the CLETS service, equipment rental, line costs, and any additional services.

The County Control Agency is responsible for providing the CLETS service via its message switching computer to all qualified CLETS subscribing agencies within their respective county. The cost of the service to subscribing agencies should not reflect more than the actual costs attributed to the message switching computer's functionality, including any and all hardware, software, interface modules and costs incurred by the County Control Agency.

ANALYSIS

Tracy Municipal Code 2.20.180(b)(4) allows the dispensation of compliance with standard competitive procurement processes, when, in the determination of the City Council, compliance with such processes is not in the best interest of the City for those commodities, equipment or general services the costs of which equal or exceed Fifty Thousand and no/100ths (\$50,000.00) Dollars. The Tracy Police Department is dependent on County of San Joaquin as its secondary and back up provider for the CLETS Automated Message Switch System Access. Additionally, the Tracy Police Department is dependent on San Joaquin County's local Law and Justice System Access which provides connects to local criminal history, warrant, and probation information. This information is paramount for officer safety, and without these connections, officers are unable to receive information needed during their contacts and interactions.

The Department and City have executed these annual agreements for many years at the department and City Manager levels; however, the current agreement's fees have increased above \$50,000, thus requiring City Council approval.

FISCAL IMPACT

This agreement encounters increases each year as the cost is affected by San Joaquin County's increased salary and personnel costs required to maintain these systems.

City of Tracy's previous annual agreements are as follows:

2018: \$29,226	2021: \$33,139	2024: \$57,007
2019: \$24,496	2022: \$40,142	
2020: \$29,065	2023: \$47,506	

2024 was the first year the agreement met the threshold requiring City Council approval.

The 12-month agreement of \$66,267 is funded through the Police Department's operating budget in the General Fund.

PUBLIC OUTREACH/ INTEREST

This is an operational item for the Police Department. No public outreach was conducted.

COORDINATION

This is an operational item between the City and County of San Joaquin. No additional coordination is needed with any other City department.

CEQA DETERMINATION

This is not a CEQA project.

STRATEGIC PLAN

This agenda item is related to Council's strategic priority for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) determining that compliance with standard procurement processes is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) and dispensing such requirement for the purchase of specified computer equipment and related services; and (2) approving a Subscriber Services Agreement with the County of San Joaquin to provide certain computer equipment and related services for a total not to exceed amount of \$66,267, for a one year term.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Agreement City of Tracy and San Joaquin County

**Agreement for Computer Services between San Joaquin County
and City of Tracy**

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between the **COUNTY OF SAN JOAQUIN**, a political subdivision of the State of California, through its Information Systems Division, hereinafter referred to as "**COUNTY**" and **CITY OF TRACY**, hereinafter referred to as "**AGENCY**".

WHEREAS, **COUNTY** provides services and/or equipment listed in Attachment "A" hereinafter referred to as "**COMPUTER SERVICES**" to **AGENCY**; and

WHEREAS, **COUNTY** has certain computer equipment and is able to provide information services which **AGENCY** desires to use in its operations; and,

WHEREAS, **COUNTY'S** Information Systems Division services offered to **AGENCY** under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the **COMPUTER SERVICES** for information.

IT IS HEREBY AGREED between the parties as follows:

1. COMPUTER SERVICES FOR ACCESS TO NON-REDUNDANT, NON-FAULT TOLERANT COMPUTER SYSTEMS

The **COUNTY** shall provide to **AGENCY** the **COMPUTER SERVICES** of **COUNTY'S** Information Systems Division. The parties expressly acknowledge that the Information Systems Division computer systems are non-fault tolerant, non-redundant systems which do not provide continuous access seven (7) days a week and twenty-four (24) hours a day. The computer systems may go down and be unable to provide **COMPUTER SERVICES** at any time of day or night for undeterminable periods of time and also must be scheduled to be taken down for maintenance and repairs from time to time. Therefore, **COUNTY** does not represent that the **COMPUTER SERVICES** provided under this Agreement will enable **AGENCY** to receive information from the computer systems within any specific time period. **AGENCY** has considered the express limitations set forth in this Agreement of the **COMPUTER SERVICES**, together with the needs of **AGENCY**, and has determined that **AGENCY'S** business operations require the use of the services set out in this Agreement.

2. COMPENSATION

- a. **COUNTY** will provide the **COMPUTER SERVICES** for the estimated annual amount of compensation as shown in Attachment "A". **COUNTY** shall bill **AGENCY** for **COMPUTER SERVICES** provided, one month after **COMPUTER SERVICES** are provided. **AGENCY** shall provide full payment to **COUNTY** of the billed amount by the fifteenth day of the date of billing. In the event payment is not timely made, **COUNTY** may, at its option, terminate this Agreement in accordance with the provisions of Clause 5.

- b. In the event that the AGENCY's estimated annual cost, as indicated in Attachment "A", is exceeded for any reason, COUNTY may evaluate and, if necessary, increase the amount indicated in Attachment "A". COUNTY will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this Agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.
- c. In the event that COUNTY'S cost of COMPUTER SERVICES are increased due to any reason, COUNTY may increase the rate of compensation, as indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. COUNTY will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this Agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.
- d. If AGENCY fails to timely compensate COUNTY as provided in this Agreement, AGENCY shall be held liable for the reasonable cost of collecting such compensation including attorney's fees and court costs incurred by COUNTY. In no event shall COUNTY be liable for reimbursing AGENCY for the costs to procure alternative services to those services provided under this Agreement regardless of whether AGENCY or COUNTY initiates termination of the Agreement.

3. OPTIONAL SERVICE AND EQUIPMENT

COMPUTER SERVICES under this Agreement are limited solely to the ongoing services, systems, and equipment listed in Attachment "A" which are in operation on the effective date of this Agreement. Services and/or equipment not covered in this Agreement may be provided to AGENCY at COUNTY'S option subject to the following conditions:

- a. AGENCY must submit a written request for the additional services and/or equipment which has been signed by the appropriate AGENCY official, and
- b. Additional services, and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount compensation designated in this Agreement.

Maintenance in connection with the equipment provided under this Agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to AGENCY.

All rental equipment in the possession of AGENCY shall be returned to COUNTY in the same condition as it was delivered to AGENCY, less normal wear and tear. COUNTY shall be compensated by AGENCY for all loss or damage to said equipment which is not the result of a willful or negligent act by COUNTY and which does not constitute normal wear and tear.

4. TERM

The term of this contract shall start July 1, 2025, and ending June 30, 2026.

5. TERMINATION

This contract may be terminated by either party upon thirty (30) calendar days advance written

notice to the other party. Notwithstanding such termination, AGENCY shall compensate COUNTY for the actual COMPUTER SERVICES provided through the date the termination of the Agreement is effective.

6. INDEMNIFICATION AND HOLD HARMLESS

The AGENCY agrees that it shall indemnify, defend and hold harmless the COUNTY, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this Agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY, or its agents, or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. LIMITATIONS OF LIABILITY

In no event shall COUNTY be responsible for any damage, compensatory, consequential, punitive, or special in the event that the AGENCY is unable to access and/or obtain information from COMPUTER SERVICES of COUNTY. This Agreement shall not be construed to be either a representation or a warranty to AGENCY that it will be able to access and obtain information from the COMPUTER SERVICES at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by AGENCY from the COMPUTER SERVICES. COUNTY shall not be responsible nor liable for the costs to AGENCY to procure alternative services to the services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be AGENCY exclusive remedy:

- a. The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- b. Where such correction or performance of service is not practicable, AGENCY shall be entitled to an equitable credit, not to exceed the charges invoiced to AGENCY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to AGENCY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and AGENCY'S sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that AGENCY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The AGENCY, and the agents and employees of AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this Agreement is not assignable by AGENCY either in whole or in part.

10. TIME OF THE ESSENCE

Time is the essence of this Agreement.

11. MODIFICATIONS

Notwithstanding the COUNTY'S right to increase the estimated annual cost, as indicated in Attachment "A" pursuant to provisions 2b and 2c herein, no alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

AGENCY shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). AGENCY shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

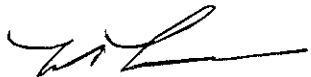
This Agreement may, at the option of COUNTY, be terminated or suspended in whole or in part in the event AGENCY fails to comply with the nondiscrimination clause of the contract. In the event of termination under this clause, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

13. CONFIDENTIALITY

AGENCY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the Public Records Act.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a
political subdivision of the State of
California

By 
MARK THOMAS
Information Systems Director

"COUNTY"

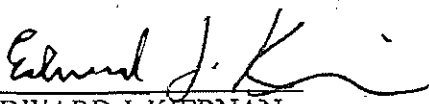
CITY OF TRACY

By _____

Title _____

APPROVED AS TO FORM:

"AGENCY"

By 
EDWARD J. KIERNAN
Deputy COUNTY Counsel

**Rate Schedule
Fiscal Year 2025-2026**

Computer Services

Automated Message Switching System Access

Service	Estimated Quantity	Type	Estimated Rate		Estimated Annual Cost	Estimated Total
Special Processing Request	0	Hours	\$ 162.10	*	\$ -	
Law & Justice System Access	12	Months	\$ 5,522.19	**	\$ 66,266.28	
Total Estimated Annual Cost						\$ 66,266.28

* Special Processing Requests require written authorization specifying work to be performed.

**The estimated monthly rate of \$5,522.19, which results in the estimated annual cost, may be subject to increase pursuant to paragraphs 2b and 2c of the Agreement.

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) DETERMINING THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESSES IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(4) AND DISPENSING SUCH REQUIREMENT FOR THE PURCHASE OF THE SPECIFIED COMPUTER EQUIPMENT AND RELATED SERVICES; AND (2) APPROVING A SUBSCRIBER SERVICES AGREEMENT WITH THE COUNTY OF SAN JOAQUIN TO PROVIDE CERTAIN COMPUTER EQUIPMENT AND RELATED SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF \$66,267, FOR A ONE YEAR TERM.

WHEREAS, California Law Enforcement Telecommunications System (CLETS) is the computerized telecommunications system in the State of California that is used by public agencies of law enforcement and criminal justice for accessing law enforcement information and sending law enforcement messages; and

WHEREAS, Pursuant to Government Code §15151, CLETS is an efficient law enforcement communications network available to all public agencies of law enforcement within the state; and

WHEREAS, CLETS will provide all law enforcement and criminal justice user agencies with the capability of obtaining information directly from federal and state computerized information files; and

WHEREAS, Tracy Police Department has a contract with Commsys, Inc., as its primary vendor for connecting to the CLETS; however, to avoid disruption of service during any services outages or failures, Tracy Police Department uses San Joaquin County as its back up system for CLETS; and

WHEREAS, under State law, each County Control Agency is responsible for providing the CLETS service via its message switching computer to all qualified CLETS subscribing agencies within its respective county, and the subscription should not reflect more than the actual costs attributed to the message switching computer's functionality, including any and all hardware, software, interface modules and costs incurred by the County Control Agency; and

WHEREAS, San Joaquin County Technology Services Department is the County Control Agency for San Joaquin County and issues an annual subscriber agreement to provide computer equipment, information services, and maintenance of the Tracy Police Department's Automated Message Switch System Access, and the Law and Justice System Access; and

WHEREAS, these services are necessary to maintain access to the CLETS, Criminal Justice Information System (CJIS), and local county law and warrant systems; and

WHEREAS, compliance with the City’s competitive bidding procedures is not in the best interest of the City because the City needs a secondary vendor as a backup for an uninterrupted maintenance and service of its communication equipment to carry out its law enforcement obligations; and

WHEREAS, San Joaquin County is the only agency delegated under State law with the ability to provide these services when needed by the City; and

WHEREAS, the proposed Subscriber Services Agreement with County of San Joaquin, attached hereto as Exhibit 1, is a 12-month agreement with a not to exceed budget of \$66,267 and is funded through the Police Department’s operating budget in the General Fund.

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: that the City Council of the City of Tracy finds that, pursuant to Tracy Municipal Code Section 2.20.180(b)(4), compliance with competitive procurement processes is not in the best interest of the City and dispenses such requirement for the actions authorized in this Resolution, as this additional software service is only readily available by contract with the County; and be it

FURTHER RESOLVED: that the City Council does hereby approve the Subscriber Services Agreement with County of San Joaquin attached as Exhibit 1, to provide the specified services, for a total not to exceed amount of \$66,267 for a one-year term.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on May 6, 2025 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Agreement City of Tracy and San Joaquin County

**Agreement for Computer Services between San Joaquin County
and City of Tracy**

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WHEREAS, **COUNTY'S** Information Systems Division services offered to **AGENCY** under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the **COMPUTER SERVICES** for information.

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The term of this contract shall start July 1, 2025, and ending June 30, 2026.

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This contract may be terminated by either party upon thirty (30) calendar days advance written

notice to the other party. Notwithstanding such termination, AGENCY shall compensate COUNTY for the actual COMPUTER SERVICES provided through the date the termination of the Agreement is effective.

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The AGENCY agrees that it shall indemnify, defend and hold harmless the COUNTY, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this Agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY, or its agents, or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. LIMITATIONS OF LIABILITY

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In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be AGENCY exclusive remedy:

- a. The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- b. Where such correction or performance of service is not practicable, AGENCY shall be entitled to an equitable credit, not to exceed the charges invoiced to AGENCY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to AGENCY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and AGENCY'S sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that AGENCY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The AGENCY, and the agents and employees of AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this Agreement is not assignable by AGENCY either in whole or in part.

10. TIME OF THE ESSENCE

Time is the essence of this Agreement.

11. MODIFICATIONS

Notwithstanding the COUNTY'S right to increase the estimated annual cost, as indicated in Attachment "A" pursuant to provisions 2b and 2c herein, no alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

AGENCY shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). AGENCY shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

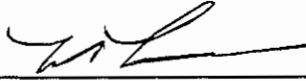
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13. CONFIDENTIALITY

AGENCY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the Public Records Act.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a
political subdivision of the State of
California

By 
MARK THOMAS
Information Systems Director

"COUNTY"


CITY OF TRACY

By _____

Title _____

APPROVED AS TO FORM:

"AGENCY"

By 
EDWARD J. KIERNAN
Deputy COUNTY Counsel

Rate Schedule
Fiscal Year 2025-2026

Computer Services

Automated Message Switching System Access

Service	Estimated Quantity	Type	Estimated Rate		Estimated Annual Cost	Estimated Total
Special Processing Request	0	Hours	\$ 162.10	*	\$ -	
Law & Justice System Access	12	Months	\$ 5,522.19	**	\$ 66,266.28	
Total Estimated Annual Cost						\$ 66,266.28

* Special Processing Requests require written authorization specifying work to be performed.

**The estimated monthly rate of \$5,522.19, which results in the estimated annual cost, may be subject to increase pursuant to paragraphs 2b and 2c of the Agreement.

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt the following resolutions (1) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589, (2) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593, (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (4) authorizing the City Engineer to release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of two resolutions by the City Council accepting the construction improvements for the following two projects at the Tracy Municipal Airport as completed by Anderson Striping and Construction Inc. (Contractor):

1. The Tracy Municipal Airport Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589
2. The Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593

The recommended resolutions also authorize the City Clerk to file a Notice of Completion and authorize the City Engineer to release the Contractor's improvement security in accordance with the existing contract and Tracy Municipal Code 12.36.080.

BACKGROUND AND LEGISLATIVE HISTORY

On October 17, 2023, City Council approved and awarded a construction contract (Contract), attached hereto as Attachment A, in the amount of \$269,353 to Anderson Striping & Construction Inc. of Kingsburg, California, for the Tracy Municipal Airport Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589 and the Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593 Attachment B. The Council also authorized the City Manager to approve project change orders up to the specified contingency amount of \$26,935 if needed.

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

Bond Type	Amount
Faithful Performance Security	\$269,353
Labor and Material Security	\$269,353

ANALYSIS

The Contractor has now completed all work required in accordance with the plans and specifications. The Airport Engineering Consultant has provided documentation stating the work has been completed and that all work conforms to the Project plans and specifications, and that the work has been completed within the time frame of the original contract. Subject to City Council's approval, a Notice of Completion for the CIP will be recorded with the San Joaquin County Recorder's Office. Filing the Notice of Completion by the City Clerk will finalize acceptance of the Project pursuant to Tracy Municipal Code Section 12.36.110. The Project carries a one-year Warranty Bond for all construction improvements.

Faithful Performance Bonds may be released upon acceptance of the improvements by the City. Labor and Material Bonds may be released thirty (30) days after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Civil Code 9356.

FISCAL IMPACT

Final costs of these projects are as follows:

CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project had an approved project budget of \$244,556. The project was completed under budget with a total cost of \$221,811 as shown in the following table:

Funding Source	Budget	Expenses	Balance
301 - General Fund Projects	\$ 24,456	\$ 16,788	\$ 7,668
573 - Airport (FAA Grant)	\$ 220,100	\$ 205,023	\$ 15,077
Current Budget	\$ 244,556	\$ 221,811	\$ 22,745

CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project had a budget of \$176,418. The project was completed under budget with a total cost of \$132,281 as shown in the following table:

Funding Source	Budget	Expenses	Balance
301 - General Fund Projects	\$ 13,700	\$ 8,643	\$ 5,057
573 - Airport (FAA Grant)	\$ 162,718	\$ 123,638	\$ 39,080
Current Budget	\$ 176,418	\$ 132,281	\$ 44,137

CEQA DETERMINATION

On January 26, 2023, the FAA determined the proposed project to be Categorical Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). No further environmental disclosure documentation for the project is necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt the following resolutions (1) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589, (2) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593, (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (4) authorizing the City Engineer to release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

Prepared by: Paula Jessup, Airport Manager

Reviewed by: Gordon MacKay, Interim Public Works Director
David Murphy, Assistant Director of Operations
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Agreement for Public Improvements with Anderson Striping & Construction CIP 77589

Attachment B: Agreement for Public Improvements with Anderson Striping & Construction CIP 77593

AGREEMENT FOR PUBLIC IMPROVEMENTS

**TRACY MUNICIPAL AIRPORT
CRACK SEAL AND SLURRY SEAL, AND MINOR PAVEMENT PATCHING ENTRANCE
ROAD AND PARKING LOT
AIP NO. 3-06-0259-026
CIP 77589**

This AGREEMENT ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation ("City"), and Anderson Striping and Construction, Inc. ("Contractor").

RECITALS

- A. In accordance with State law, including the Public Contract Code, and local law, including the Tracy Municipal Code, the City issued an invitation for competitive bids for this Project.
- B. In response to the invitation for bids, the Contractor submitted the Bid Forms, which are incorporated here by reference, and these were found by the City to be responsive to the invitation for bids.
- C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. 2023-202.
- D. The project is more specifically defined in the plans and specifications, but generally consists of the Crack Seal, Slurry Seal and Minor Pavement Patching of the Entrance Road and Parking Lot at the Tracy Municipal Airport, located within the City of Tracy, as described in these special provisions and shown on the Schedule A portion of the plans entitled "Tracy Municipal Airport, Schedule A – Crack Seal, Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot, AIP No. 3-06-0259-026-2023; Schedule B – Crack Seal and Slurry Seal Tee Hangar Taxilanes, AIP No. 3-06-0259-025-2023; CIP 77589. In general, work will consist of the minor pavement patching, crack sealing, slurry sealing, and remarking of the pavements on the entrance road and parking lot along with other items of work that are required by the Plans and Specifications.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK**. The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents ("Work"), to the satisfaction of the City Engineer. Contractor shall perform additional work arising from changes ordered by the City in accordance with Section 2.3, "Modifications" of this Agreement.

2. CONTRACT DOCUMENTS.

2.1. List of Contract Documents and Precedence. The Contract Documents consist of the documents listed below, beginning with the highest and ending with the lowest order of precedence. If there is a conflict between component parts of the Contract Documents, the document highest in precedence controls. See also City General Provisions, Section 4.05, "Precedence of Contract Documents".

- a. Change Order or Supplemental Agreement
- b. Project Directives
- c. Addendum to the Plans and Specifications
- d. Technical Provisions
- e. Special Conditions
- f. Construction Plans
- g. FAA General Contract Provisions
- h. FAA General Construction Items
- i. City General Provisions
- j. Remaining Specifications including Proposal, Agreement, and Agreement Forms
- k. FAA Specifications and Advisory Circulars
- l. City Standard Plans and Specifications
- m. State of California Department of Transportation Plans and Specifications

2.2. Addenda. The following addenda are incorporated into the Contract Documents:

<u>No.</u>	<u>Date of Issue:</u>
1	April 6, 2023
2	April 14, 2023

2.3. Modifications. The Contract Documents may not be modified orally or in any manner other than in writing in accordance with procedures prescribed in the Contract Documents. See City General Provisions Sections 2.07, "Examination of Plans, Specifications, and Work Site", Section 2.08, "Requests for Clarification", Section 5, "Changes in Work", Section 8.15, "Time of Completion and Days Charged", and Section 10.06, "Claims". All such written modifications shall become part of the Contract Documents.

2.4. Entire Agreement. The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

3. **CONTRACT AMOUNT.** The Contract Amount is One Hundred Seventy Thousand Five Hundred Fifty Six Dollars (\$170,556). City shall pay to Contractor, for the performance of the Work, the Contract Amount pursuant to the City General Provisions, Section 10, "Measurement and Payment", subject to adjustment for unit price items, and as modified by the terms of the Contract Documents. The Contractor's

compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control; including flagmen) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents).

4. **CONTRACT TIME.** After the Contractor has provided all documents required by the Notice of Award, as identified in the Notice to Bidders, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence upon receipt date of the Notice to Proceed. Contractor shall commence work within ten calendar days of the receipt date specified in the Notice to Proceed. See City General Provisions Sections 8.01, "Notice to Proceed", 8.02, "Commencement of Work", 8.15, "Time of Completion and Days Charged", and 8.17, "Delays and Extension of Time".
5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete. See Notice to Bidders and City General Provisions Section 8.16, "Liquidated Damages".
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.
7. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish a Faithful Performance Bond, Labor and Material Bond, Warranty Bond, or other guarantees, in the required amounts as improvement securities, in a form substantially the same as that set forth in the Contract Forms or in an alternate form authorized by state law and approved by the City. See Division C, "Agreement and Agreement Forms" of the Project Specifications and City General Provisions Section 3.07, "Contract Bonds".
8. **INSURANCE.** Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements required by City General Provisions Section 3.08, "Insurance Requirements" have been satisfied.
9. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in City General Provisions Section 9.06, "Permits and Fees".
10. **DEFAULT.** The default provisions set forth in City General Provisions Section 8.12, "Default by Contractor and Termination of Control", shall apply.
11. **FINAL ACCEPTANCE OF WORK.** Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work and

maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete. See City General Provisions Sections 8.20, "Final Acceptance" and 8.21, "Risk of Loss".

12. **WARRANTY.** The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council and shall provide a Guarantee and Warranty Bond in the required amount, in accordance with the terms of the Contract Documents. In the event that during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default. See City General Provisions Section 11, "Guarantee".

13. **LABOR REQUIREMENTS.**
 - 13.1. **Prevailing Wage.** The U.S. Secretary of Labor prevailing wage rates and the California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. See City General Provisions Section 9.05 (d), "Prevailing Wage". The higher of the two rates shall be paid.
 - 13.2. **Apprentices.** The Davis Bacon requirements and California Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See City General Provisions Section 9.05 (f), "Apprentice Program".
 - 13.3. **Wage Information.** A copy of the general prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Agreement, as determined by the U.S. Secretary of Labor and the Director of the California State Department of Industrial Relations, are available at the office of the City's Director of Development and Engineering Services, located at Tracy City Hall, 333 Civic Center Plaza. These will be made available to any interested party upon request. The U.S. Department of Labor Wage Scales are included as the Federal Provisions, Division E, Part C.
 - 13.4. **Hours of Labor.** The Contractor shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810-1815. See City General Provisions Section 9.05 (c), "Hours of Labor".
 - 13.5. **Nondiscrimination.** Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability. See City General Provisions Section 9.05 (a), "Non-Discrimination".

14. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees,

agents, or Subcontractors, and they shall not be deemed agents, servants, or employees of the City. See City General Provisions Sections 9.01, "Contractor's Responsibility for the Work" and 9.02, "Contractor's Responsibility for Subcontracted Work".

15. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.
16. **ATTORNEY'S FEES.** If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
17. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.
18. **ASSIGNMENT AND DELEGATION.**
 - 18.1. **Assignment of This Agreement.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. See City General Provisions Section 3.04, "Assignment".
 - 18.2. **Assignment Pursuant to Government Code.** Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

19. **MISCELLANEOUS PROVISIONS.**

19.1. **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 respective party as follows:

To CITY:
City of Tracy
DES Department
Attn: Koosun Kim
333 Civic Center Plaza
Tracy, CA 95376

To CONTRACTOR:
Anderson Striping & Construction, Inc.
P.O. Box 1014
Kingsburg CA 93631

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

19.2. **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.

19.3. **Severability.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

19.4. **Public Records.** Public records are subject to disclosure under the California Public Records Act, Government Code Section 6250 *et. seq.*

19.5. **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.

19.6. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20. **FEDERAL CONTRACT PROVISIONS**

20.1. **Procurement and Contracting Under AIP** - The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, included in Division E, Part B, of the Specifications.

20.2 **Prevailing Wages** - All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in Division E, Part C of the specifications.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CONTRACTOR: Anderson Striping & Construction, Inc.
Name of Contractor

120 Box 1014 Kingsburg CA 93631
Contractor's Address

680649225 900497 A, C, 1, 32 7/31/25
Federal Employer ID No. Contractor's License No. Class of License & Exp. Date

If Contractor is a Corporation, the agreement must be signed by one corporate officer from each of the following two groups:

- Group A - Chairman, President or Vice President
- Group B - Secretary, Assistant Secretary, CFO or Assistant Treasurer

If Contractor is a partnership, the agreement must be signed by the partner or partners authorized to sign contracts on behalf of the partnership. If Contractor is an individual, the agreement must be signed by the individual. If the signature is by an agent other than an officer of a corporation, or a member of a partnership, a power of attorney must be submitted with the Agreement.

[Signature]
Authorized Signature of Contractor

Dinah Douglas
Name of Signatory (written out)

Secretary
Title of Signatory

6/12/2024
Date

[Signature]
Authorized Signature of Contractor

Kelly Anderson
Name of Signatory (written out)

President
Title of Signatory

6/12/2024
Date

CITY OF TRACY:

Nancy Young
By: Nancy Young
Title: MAYOR

Date: 7/22/2024 | 11:34 PM PDT
(Approval Effective)

ATTORNEY:

Adrienne Richardson
By: Adrienne Richardson
Title: CITY CLERK

Date: 7/23/2024 | 7:54 AM PDT

APPROVED AS TO FORM:

Bijal Patel
By: Bijal Patel
Title: CITY ATTORNEY

Date: 7/22/2024 | 12:34 PM PDT

END OF AGREEMENT

AGREEMENT FOR PUBLIC IMPROVEMENTS

**TRACY MUNICIPAL AIRPORT
CRACK SEAL AND SLURRY SEAL TEE HANGAR TAXILANES PROJECT
AIP NO. 3-06-0259-025
CIP 77593**

This AGREEMENT ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation ("City"), and Anderson Striping and Construction, Inc. ("Contractor").

RECITALS

- A. In accordance with State law, including the Public Contract Code, and local law, including the Tracy Municipal Code, the City issued an invitation for competitive bids for this Project.
- B. In response to the invitation for bids, the Contractor submitted the Bid Forms, which are incorporated here by reference, and these were found by the City to be responsive to the invitation for bids.
- C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. 2023-214.
- D. The project is more specifically defined in the plans and specifications, but generally consists of the Crack Seal and Slurry Seal of the Tee Hangar Taxilanes at the Tracy Municipal Airport, located within the City of Tracy, as described in these special provisions and shown on the Schedule B portion of the plans entitled "Tracy Municipal Airport, Schedule A –Crack Seal, Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot, AIP No. 3-06-0259-026-2023; Schedule B –Crack Seal and Slurry Seal Tee Hangar Taxilanes, AIP No. 3-06-0259-025-2023; CIP 77593." In general, work will consist of the crack sealing, slurry sealing, and remarking of the tee hangar taxilanes along with other items of work that are required by the Plans and Specifications.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents ("Work"), to the satisfaction of the City Engineer. Contractor shall perform additional work arising from changes ordered by the City in accordance with Section 2.3, "Modifications" of this Agreement.
- 2. **CONTRACT DOCUMENTS.**
 - 2.1. **List of Contract Documents and Precedence.** The Contract Documents consist of the documents listed below, beginning with the highest and ending with the lowest order of precedence. If there is a conflict between component parts of the Contract Documents, the document highest in precedence controls. See also City General Provisions, Section 4.05, "Precedence of Contract Documents".
 - a. Change Order or Supplemental Agreement
 - b. Project Directives

- c. Addendum to the Plans and Specifications
- d. Technical Provisions
- e. Special Conditions
- f. Construction Plans
- g. FAA General Contract Provisions
- h. FAA General Construction Items
- i. City General Provisions
- j. Remaining Specifications including Proposal, Agreement, and Agreement Forms
- k. FAA Specifications and Advisory Circulars
- l. City Standard Plans and Specifications
- m. State of California Department of Transportation Plans and Specifications

2.2. Addenda. The following addenda are incorporated into the Contract Documents:

<u>No.</u>	<u>Date of Issue:</u>
1	April 6, 2023
2	April 14, 2023

2.3. Modifications. The Contract Documents may not be modified orally or in any manner other than in writing in accordance with procedures prescribed in the Contract Documents. See City General Provisions Sections 2.07, "Examination of Plans, Specifications, and Work Site", Section 2.08, "Requests for Clarification", Section 5, "Changes in Work", Section 8.15, "Time of Completion and Days Charged", and Section 10.06, "Claims". All such written modifications shall become part of the Contract Documents.

2.4. Entire Agreement. The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

3. **CONTRACT AMOUNT**. The Contract Amount is Ninety-Eight Thousand Seven Hundred Ninety-Eight Dollars and Thirty One Cents (\$98,798.31). City shall pay to Contractor, for the performance of the Work, the Contract Amount pursuant to the City General Provisions, Section 10, "Measurement and Payment", subject to adjustment for unit price items, and as modified by the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control; including flagmen) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents).

4. **CONTRACT TIME**. After the Contractor has provided all documents required by the Notice of Award, as identified in the Notice to Bidders, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence upon receipt date of the Notice to Proceed. Contractor shall commence work

within ten calendar days of the receipt date specified in the Notice to Proceed. See City General Provisions Sections 8.01, "Notice to Proceed", 8.02, "Commencement of Work", 8.15, "Time of Completion and Days Charged", and 8.17, "Delays and Extension of Time".

5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete. See Notice to Bidders and City General Provisions Section 8.16, "Liquidated Damages".
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.
7. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish a Faithful Performance Bond, Labor and Material Bond, Warranty Bond, or other guarantees, in the required amounts as improvement securities, in a form substantially the same as that set forth in the Contract Forms or in an alternate form authorized by state law and approved by the City. See Division C, "Agreement and Agreement Forms" of the Project Specifications and City General Provisions Section 3.07, "Contract Bonds".
8. **INSURANCE.** Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements required by City General Provisions Section 3.08, "Insurance Requirements" have been satisfied.
9. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in City General Provisions Section 9.06, "Permits and Fees".
10. **DEFAULT.** The default provisions set forth in City General Provisions Section 8.12, "Default by Contractor and Termination of Control", shall apply.
11. **FINAL ACCEPTANCE OF WORK.** Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete. See City General Provisions Sections 8.20, "Final Acceptance" and 8.21, "Risk of Loss".
12. **WARRANTY.** The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council and shall provide a Guarantee and Warranty Bond in the required amount, in accordance with the terms of the Contract Documents. In the event that during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the

Contractor under this Agreement, the Contractor shall be in default. See City General Provisions Section 11, "Guarantee".

13. LABOR REQUIREMENTS.

- 13.1. Prevailing Wage. The U.S. Secretary of Labor prevailing wage rates and the California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. See City General Provisions Section 9.05 (d), "Prevailing Wage". The higher of the two rates shall be paid.
 - 13.2. Apprentices. The Davis Bacon requirements and California Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See City General Provisions Section 9.05 (f), "Apprentice Program".
 - 13.3. Wage Information. A copy of the general prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Agreement, as determined by the U.S. Secretary of Labor and the Director of the California State Department of Industrial Relations, are available at the office of the City's Director of Development and Engineering Services, located at Tracy City Hall, 333 Civic Center Plaza. These will be made available to any interested party upon request. The U.S. Department of Labor Wage Scales are included as the Federal Provisions, Division E, Part C.
 - 13.4. Hours of Labor. The Contractor shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810-1815. See City General Provisions Section 9.05 (c), "Hours of Labor".
 - 13.5. Nondiscrimination. Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability. See City General Provisions Section 9.05 (a), "Non-Discrimination".
- 14. INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or Subcontractors, and they shall not be deemed agents, servants, or employees of the City. See City General Provisions Sections 9.01, "Contractor's Responsibility for the Work" and 9.02, "Contractor's Responsibility for Subcontracted Work".
- 15. CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

16. **ATTORNEY'S FEES.** If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
17. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.
18. **ASSIGNMENT AND DELEGATION.**
- 18.1. **Assignment of This Agreement.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. See City General Provisions Section 3.04, "Assignment".
- 18.2. **Assignment Pursuant to Government Code.** Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

19. MISCELLANEOUS PROVISIONS.

19.1. 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 respective party as follows:

To CITY:

City of Tracy
DES Department
Attn: Koosun Kim
333 Civic Center Plaza
Tracy, CA 95376

To CONTRACTOR:

Anderson Striping & Construction, Inc.
PO Box 1014
Kingsburg, CA 93631

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

19.2. 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.

19.3. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

19.4. Public Records. Public records are subject to disclosure under the California Public Records Act, Government Code Section 6250 *et. seq.*

19.5. 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.

19.6. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20. FEDERAL CONTRACT PROVISIONS

20.1. Procurement and Contracting Under AIP - The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, included in Division E, Part B, of the Specifications.

20.2. Prevailing Wages - All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in Division E, Part C of the specifications.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

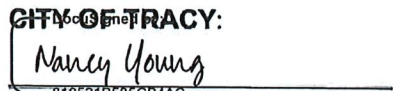
CONTRACTOR: Anderson Striping & Construction, Inc.
Name of Contractor
PO Box 1014 Kingsburg, CA 93631
Contractor's Address
68-0649225 900497 A, C12, C32 07/31/2025
Federal Employer ID No. Contractor's License No. Class of License & Exp. Date

If Contractor is a Corporation, the agreement must be signed by one corporate officer from each of the following two groups:
Group A - Chairman, President or Vice President
Group B - Secretary, Assistant Secretary, CFO or Assistant Treasurer


If Contractor is a partnership, the agreement must be signed by the partner or partners authorized to sign contracts on behalf of the partnership. If Contractor is an individual, the agreement must be signed by the individual. If the signature is by an agent other than an officer of a corporation, or a member of a partnership, a power of attorney must be submitted with the Agreement.


Authorized Signature of Contractor
Kelly Anderson
Name of Signatory (written out)
President
Title of Signatory
11/5/2024
Date

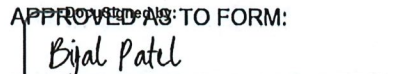

Authorized Signature of Contractor
Dejah Douglas
Name of Signatory (written out)
Secretary
Title of Signatory
11/5/2024
Date

CITY OF TRACY:

By: Nancy Young
Title: MAYOR

Date: 7/22/2024 | 11:33 PM PDT
(Approval Effective)

ATTEST Signed by:

By: Adrienne Richardson
Title: CITY CLERK

Date: 7/23/2024 | 7:53 AM PDT

APPROVED AS TO FORM:

By: Bijal Patel
Title: CITY ATTORNEY

Date: 7/22/2024 | 12:34 PM PDT

END OF AGREEMENT

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

- (1) ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE TRACY MUNICIPAL AIRPORT AS COMPLETE BY ANDERSON STRIPING AND CONSTRUCTION, INC., FOR CRACK SEAL AND SLURRY SEAL, AND MINOR PAVEMENT PATCHING ENTRANCE ROAD AND PARKING LOT PROJECT (PROJECT), CAPITAL IMPROVEMENT PROJECT (CIP) 77589;
- (2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE, AND
- (3) AUTHORIZE THE CITY ENGINEER TO RELEASE THE IMPROVEMENT SECURITY AND RETENTION PAYMENT IN ACCORDANCE WITH THE PROJECT CONTRACT AND TRACY MUNICIPAL CODE SECTION 12.36.080.

WHEREAS, on October 17, 2023, City Council approved and awarded a construction contract (Contract), by Resolution 2023-214, in the amount of \$269,363 to Anderson Striping & Construction Inc. of Kingsburg, California, for the Tracy Municipal Airport Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589 and the Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593; and

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

Bond Type	Amount
Faithful Performance Security	\$170,556
Labor and Material Security	\$170,556

and;

WHEREAS, Faithful Performance Bonds may be released upon acceptance of the improvements by the City; Labor and Material Bonds may be released thirty (30) days after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with civil code 9356; and Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed; and

WHEREAS, the Contractor has now completed all work required in accordance with the plans and specifications and the Airport Engineering Consultant has provided documentation stating the work has been completed, confirmed that all work conforms to the Project plans and specifications, and has been completed within the time frame of the original contract; and

WHEREAS, on January 26, 2023, the FAA had determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1966, as amended (NEPA). No further federal environmental disclosure documentation for the project is necessary for NEPA purposes; and

WHEREAS, CIP 77589 - Airport Crack Seal and Slurry Seal and Minor Pavement Patching Entrance Road and Parking Lot Project had an approved construction budget of \$170,556. Two change orders approved by the city manager equaling \$7,407.83 increased the final construction costs to \$177,964. Final construction costs were \$176,713; and, now, therefore, be it

RESOLVED, That the City Council of the City of Tracy adopt a resolution accepting the construction improvements for the Tracy Municipal Airport as complete by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589; and be it

FURTHER RESOLVED: The City Council of the City of Tracy authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: That the City Engineer may release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE TRACY MUNICIPAL AIRPORT COMPLETED BY ANDERSON STRIPING AND CONSTRUCTION INC., FOR CRACK SEAL AND SLURRY SEAL OF THE TEE HANGAR TAXILANES PROJECT (PROJECT), CAPITAL IMPROVEMENT PROJECT (CIP) 77593,

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

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

WHEREAS, on October 17, 2023, City Council approved and awarded a construction contract (Contract) in the amount of \$269,353 to Anderson Striping & Construction Inc. of Kingsburg, California, for the Tracy Municipal Airport Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot Project (Project), Capital Improvement Project (CIP) 77589 and the Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593; and

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

Bond Type	Amount
Faithful Performance Security	\$98,798
Labor and Material Security	\$98,798

and;

WHEREAS, Faithful Performance Bonds may be released upon acceptance of the improvements by the City; Labor and Material Bonds may be released thirty (30) days after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with civil code 9356; and Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed; and

WHEREAS, The Contractor has now completed all work required in accordance with the plans and specifications and the Airport Engineering Consultant has provided documentation stating the work has been completed, confirmed that all work conforms to the Project plans and specifications, and has been completed within the time frame of the original contract; and

WHEREAS, On January 26, 2023, the FAA had determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). No further federal environmental disclosure documentation for the project is necessary for NEPA purposes; and

WHEREAS, CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project, had an approved construction budget of \$98,798. The project was completed under budget with final construction costs of \$ 90,977; and

WHEREAS, a breakdown of the total costs for both CIP 77589 and 77593 is as follows:

Construction Cost	\$267,690
Administration	\$9,000
Preliminary, Engineering Design, Preparation of Plans and Specs	\$50,000
Design Engineering through Bidding and Award	\$8,000
Engineering Design During Construction/ Final Closeout	\$26,000
Residential Engineering, Testing and Inspection	\$63,000
Total Project Cost	\$423,690
FAA Participation- Entitlement/Discretionary	\$381,321
Sponsor Local Match + State Matching Grant	\$42,369

; and, now, therefore, be it

RESOLVED: that adopt the following resolutions (1) accepting the construction improvements for the Tracy Municipal Airport completed by Anderson Striping and Construction Inc., for Crack Seal and Slurry Seal of the Tee Hangar Taxilanes Project (Project), Capital Improvement Project (CIP) 77593; and be it

FURTHER RESOLVED: that the City Council of the City of Tracy authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office; and be it

FURTHER RESOLVED: that the City Engineer may release the improvement security and retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a resolution, for the International Parkway Bridge replacement and Expansion Project, Capital Improvement Project 73148:

- 1) Awarding a construction contract to O.C. Jones & Sons, Inc. of Berkeley, California, in the amount of \$14,125,000,**
- 2) Authorizing the City Manager to approve change orders up to the contingency amount of \$1,412,000,**
- 3) Approving a Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of \$211,464.65,**
- 4) Approving a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide design support services through March 31, 2027, with a total not-to-exceed contract amount of \$70,000,**
- 5) Appropriating funds from the EDA Grant Award in the amount of \$8,350,057 to CIP 73148,**
- 6) Appropriating funds from Prologis, LP for the local match share in the amount of \$9,489,897 to CIP 73148, and**
- 7) Granting authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954.**

EXECUTIVE SUMMARY

The International Parkway Bridge Replacement and Expansion Project (Project) is an approved Capital Improvement Project (CIP) Number 73148. The current cost estimate for the Project is \$17,839,954. The Economic Development Administration (EDA) is granting the City \$8,350,057 in the form of a reimbursement. The grant funds were accepted by the City Council on June 15, 2021, via Resolution No. 2021-075, and are estimated to cover approximately 53% of the Project cost. The remaining funding, in the amount of \$9,489,897, will be provided by Prologis in the form of a reimbursement. As security, the City is the beneficiary of a Letter of Credit (LOC) dated November 19, 2024, in the amount of \$9,180,131, which the City can call upon should Prologis fail to timely pay the invoiced amount. Prologis has also committed to pay any additional costs for the project, above the EDA grant amount, if necessary. Staff will bring forward an amendment to the Prologis Funding Agreement to reaffirm that existing commitment at the next Council meeting.

After a formal public bidding process and analysis, O.C. Jones & Sons, Inc., of Berkeley, California was determined by City staff to be the lowest responsible bidder for the Project. This agenda item seeks the award of a construction contract with O.C. Jones & Sons, Inc. of Berkeley, California (Contractor), in the amount of \$14,125,000, and the approval of Professional Services Agreements with Dewberry Engineers, Inc. of Manteca, California (Dewberry), to provide construction management services through April 29, 2027 with a total not-to-exceed contract amount of \$211,464.65, and Kier & Wright Civil Engineers and Surveyors, Inc.(Kier and Wright) to provide design support services through March 30, 2027 with

a total not-to-exceed contract amount of \$70,000.

Last, this item seeks an appropriation of the EDA Grant funding in the amount of \$8,350,057 and the funds from Prologis in the amount of \$9,489,897, to CIP 73148.

BACKGROUND AND LEGISLATIVE HISTORY

The Project was approved as a CIP within the Fiscal Year 2015-2016 Budget. It is located on the west side of the City and is part of International Parkway, which is a major corridor connecting I-205 in the north to I-580 in the south in the IPC area. Ultimately, the Project will include the replacement and expansion of the bridge over the Delta Mendota Canal (DMC) on International Parkway. It is located in the Cordes Ranch Specific Plan (CRSP) area, on the west-side of the City (Attachment A). Prologis is the Master Developer of the CRSP.

In 2020, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect, making \$1.5 billion in economic development assistance available to communities through the EDA. Through this program, staff applied for a grant to cover what was at the time, eighty percent (80%) of the cost of the Project. In order to submit the application, the City had to commit to funding the remaining twenty percent (20%) of the Project cost. Resulting from discussions with Prologis, a primary benefactor of this improvement, Prologis agreed to provide the match funding through the Funding Agreement.

Through the Funding Agreement, Prologis committed to fund the 20% match (then estimated at approximately, \$2,200,000) in exchange for certain future fee credits. Pursuant to Recital E and Section 3 of the Funding Agreement, Prologis committed to providing, "all funding for the bridge project beyond that provided by the EDA grant", in exchange for fee credits against the City's Master Plan Traffic Impact Fee(s) that would otherwise apply to the Project.

On April 29, 2021, the City was awarded an EDA Grant in the amount of \$8,350,057 for the Project. And on June 15, 2021, the City Council accepted the EDA Grant award through Resolution No. 2021-075.

On November 19, 2024, Prologis provided an LOC, with the City as the beneficiary, in the amount of \$9,180,131, to fund the anticipated cost of the Project in excess of the EDA Grant.

Subsequent to the award of the EDA Grant, Prologis hired a consultant to work with the City to assist in perfecting several conditions of the grant.

ANALYSIS

The Project was advertised for competitive bids by public notice on March 8, 2024. Bids were received and publicly opened in City Hall, Conference Room 203, and via Microsoft Teams virtual meeting at 2:30 p.m. on Thursday, April 4, 2024, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
O.C Jones & Sons, Inc.	\$14,125,000
Disney Construction, Inc.	\$14,549,000
MCM Construction Inc.	\$17,777,777

In accordance with Tracy Municipal Code Section 2.20.260 and the California Public Contract Code Section 22032, Staff performed a subsequent bid analysis and determined that the lowest responsible bidder was O.C. Jones & Sons, Inc. of Berkeley, California. Staff further verified that the bidder has the appropriate 'contractor's license in active standing with the State of California.

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

Construction Bid	\$14,125,000
Contingency 10%	\$1,412,000
Design Support during Construction	\$186,490
Project Management	\$2,111,464
Total Project Cost	\$17,839,954

The EDA has reviewed and approved the award to the Contractor. In addition, the EDA has approved an amendment to the grant award to allow until April 2027 to complete construction.

The City issued a Request for Proposals (RFP) for construction management services for the Project on November 21, 2024. The City received and interviewed three candidates. As a result of the interview process and proposal review, staff has determined that Dewberry was the best option to fulfill this role. The proposed PSA will be valid for the life of the Project through April 29, 2027, in the amount of \$2,111,464.

The City needs to hire a design consultant for questions and consultation that is needed during the life of the Project. Since Kier and Wright completed the design of the Project, it would be best for the City to contract with them and their subconsultants for any necessary consultation. This is authorized through Tracy Municipal Code Section 2.20.140(b). The proposed PSA will be valid through March 31, 2027, in the amount of \$70,000. The City will enter into PSAs with the design subconsultants to provide support, these contracts will be approved at staff level per the Tracy Municipal Code Section 2.20.130. Staff will also meet with Prologis monthly as the project proceeds to ensure cost-effective and timely project management.

City staff requests that the City Council grant authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954.

Staff have also negotiated a revised Funding Agreement with Prologis, reaffirming Prologis' commitment to fund the project costs above the amount paid by the EDA grant, providing for the line of credit security process for that funding, confirming that Prologis is entitled to use Transportation Master Plan Fee Credits of up to \$8,143,403.61, plus such increase as results from applying the City's standard inflationary adjustment as of July 1, 2025 per the Engineering News Record's construction cost index, and requiring the monthly project management meeting. Staff will bring the Revised Funding Agreement forward at the June 3, 2025, City Council meeting and have a written commitment to these basic financial terms from Prologis, as was necessary for this contract award item to come forward to the City Council.

FISCAL IMPACT

Staff is requesting to appropriate the EDA Grant in the amount of \$8,350,057 into the project budget for CIP 73148 for a total not-to-exceed amount of \$17,839,954.

COORDINATION

Staff coordinated with Prologis, EDA, the Federal Bureau of Reclamation, San Luis Delta-Mendota Water Authority, and the City Attorney's Office for this item.

CEQA DETERMINATION

The Project is within the scope of the development program evaluated in the certified Cordes Ranch Specific Plan EIR (CRSP EIR) and is consistent with the land use designations and development densities and intensities assigned to the proposed Project sites by the CRSP zoning. Cumulative and offsite impacts associated with development of the proposed Project, as proposed, were fully addressed in the CRSP EIR (SCH# 2011122015). Since the proposed Project is within the scope of the development program evaluated in the CRSP EIR and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project.

STRATEGIC PLAN

This item is consistent with the City Council's approved Economic Development Strategy to ensure the construction of physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council by resolution, for the International Parkway Bridge replacement and Expansion Project, Capital Improvement Project 73148:

- 1) Award a construction contract to O.C. Jones & Sons, Inc. of Berkeley, California, in the amount of \$14,125,000,
- 2) Authorize the City Manager to approve change orders up to the contingency amount of \$1,412,000,
- 3) Approve a Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of \$211,464.65,
- 4) Approve a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide design support services through March 31, 2027, with a total not-to-exceed contract amount of \$70,000,
- 5) Appropriate funds from the EDA Grant Award in the amount of \$8,350,057 to CIP 73148,
- 6) Appropriate funds from Prologis, LP for the local match share in the amount of \$9,489,897 to CIP 73148, and
- 7) Grant authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Andrew Shen, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – PSA Dewberry
Attachment C – PSA Kier & Wright

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
DEWBERRY ENGINEERS INC., A VIRGINIA CORPORATION FOR CONSTRUCTION
MANAGEMENT SERVICES FOR INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND
EXPANSION PROJECT CIP 73148 | EDA AWARD NO.07-79-07715**

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and **Dewberry Engineers Inc.**, a **Virginia Corporation** (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to retain the professional services of Consultant to provide construction management services including coordination and meetings, administration, grant administration, documentation, meetings, submittals, permits, monitoring of construction operation for contract compliance, material testing, monthly progress report, review of weekly report-Davis Bacon, quarterly and semi EDA reports, federal financial report S.F-425, change orders and all EDA change orders reviews, EDA, BOR, SLDMWA site inspection reports, audit preparation documentation, project closeout, final project report, EDA local programs compliance as further described herein and in Exhibit A.
- B.** On November 21,2024 , the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On December 20, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City’s needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant’s professional services as set forth in this Agreement.
- D.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”). The Scope of Work shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: **Howard Zabell, PE, Vice President, Principal-in-Charge**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on **April 15, 2025**, and expire and terminate automatically on **April 29, 2027**, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of **one (1)** year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$2,116,464.65 (two million one hundred sixteen thousand four hundred sixty four dollars and sixty five cents). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a

form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration

either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To the City:
City of Tracy
Attn: Sharat Bandugula, PE
Acting Assistant City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Dewberry Engineers Inc.
Attn: Howard Zabell, PE, Vice President,
Principal-in-Charge
903 W. Center St. Suite 1
Manteca, CA 95337

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

12. General Provisions.

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

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

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

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

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

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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


[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

Dewberry Engineers Inc. Virginia Corporation

By: _____
Dan Arriola

By:  _____
Howard Zabell, PE

Title: Mayor

Title: Vice President, Principal-in-Charge

Date: _____

Date: 3/28/25

Attest:

Necy Lopez, Acting City Clerk

Federal Employer Tax ID No. 13-0746510

By:  _____
Cynthia Chen

Approved as to form:

Title: CFO

Andrew Shen, Interim City Attorney

Date: 3/25/2025

Exhibits:

- A Scope of Work
- B Compensation

EXHIBIT A - Scope of Work

CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF TRACY
INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION
PROJECT CIP 73148 AND
ECONOMIC DEVELOPMENT ADMINISTRATION
AWARD NO. 07-79-07715

1.1 Construction Management

The consultant will coordinate all construction activities and operations with the City and all project stakeholders like EDA, BOR, and SLDMWA. The consultant will track the progress of the work completed by the contractor and utilize a series of sub consultants to complete specialized work. The consultant will utilize a variety of staff to coordinate activities to complete the specified activities in accordance with standard industry practice including Caltrans procedures and specifications. The consultant will complete all documentation, report the progress of the project on a monthly basis, and provide it to the City, EDA, and other stakeholders.

DELIVERABLES: Correspondence and Monthly Progress Reports.

1.2 Coordination and Meetings

The consultant will hold an initial preconstruction and weekly progress meeting to coordinate communication with the contractor, the City, the designer, and other stakeholders, as necessary. Our staff will meet with the contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities.

Separate field meetings with other stakeholders to discuss their concerns may be necessary to keep the project moving forward. Before the contractor's demobilization, we will invite all stakeholders to walk the project with us to make sure their concerns have been addressed. Constant communication with all parties will lead to the successful, on-time completion of the project.

DELIVERABLES: Meeting notices, agendas, handouts/exhibits, and minutes.

1.3 Administration

The consultant will track all project documentation, including contract status, applications for payment, PCOs, CCOs, RFIs, submittals, inspector daily reports, progress photos, up to date schedule information, project correspondence, and labor compliance in accordance with EDA requirements. The consultant will file documentation according to the Caltrans Uniform System to aid in quick document retrieval and delivery of project files at the end of the project.

In addition to paper documents, the consultant office engineer will keep electronic copies of all project information in the electronic project filing system CMIS, as well as cloud storage using MS One Drive. Access to the records will be available to the team members and the City. OE will also monitor certified payroll, labor compliance, and minority/female tracking information generated by the contractor to verify compliance with state and federal laws.

Consultants' electronic record keeping system, CMIS, supplemented by MS One Drive, allows a seamless electronic path for field staff to interact with the resident engineer, inspector, office engineer, the City, materials subconsultant, the designer, and the contractor in a secure manner,

right from the project site.

DELIVERABLES: Monthly Progress Reports, Review of Weekly Payroll – Davis Bacon, Quarterly EDA Report, Semi Annual EDA Financial Report, Monthly Progress Report, Monthly EDA Progress Payment Request, Federal Financial Report Form S.F.- 425, Change Orders and all EDA Change Order Reviews, EDA, BOR, SLDMWA Site Inspection Reports, Project Closure, and Audit Preparation Documentation.

1.4 Grant Administration, Summary, Scope of Work

The consultant will manage the project in accordance with EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS. The consultant will follow requirements set forth in the EDA provisions and will share project documentation, maintain project files for review by the EDA, and accompany any visits by EDS staff over the course of the project.

The consultant will assist the City to comply with Federal regulations and compliance, which require that certain reports be submitted quarterly and semi-annually. The documents below need to be completed by the City and submitted regularly to the EDA Regional Office Project Engineer.

DELIVERABLES: Quarterly EDA Report Semi Annual EDA Financial Report, Monthly Progress Report, Monthly EDA Progress Payment Request, Federal Financial Report Form S.F.- 425.

1.5 Documentation

Consultant field inspection staff will inspect the contractor's construction work daily. The inspector will document all constructed facilities before burial and observe all tests required to be performed by the contractor as referenced in the contract documents.

Daily inspection reports and diaries of the contractor's construction activities shall be completed daily and transmitted to the City Project Manager/Resident Engineer/EDA. The consultant's Inspector shall compare notes with the contractor's representative at the end of each day to confirm work that is accomplished and quantities. The inspector will document special situations by photograph or video. The inspector shall document any defective work until it is repaired to the City's satisfaction and quality of work in accordance with the contract document.

Daily inspection reports shall include, at a minimum, the following information:

- The number, classification and hourly summary of activity of each of the contractor's employees working.
- Materials deliveries.
- Number, type, and hourly summary of contractor's equipment on site, both working and not used.
- Weather conditions.
- Discussions with the contractor.
- Problems and issues addressed.
- Changes and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

1.6 Project Team Kick-Off Meeting

The consultant will arrange and participate in a kickoff meeting to establish a Project Management Team consists of the involved Resident Engineer, Inspection staff, City, EDA, Federal Bureau of Reclamation, San Luis Delta-Mendota Water Authority, key subconsultants, and other necessary stakeholders. This meeting is meant to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

DELIVERABLES: Meeting notices, agendas, handouts/exhibits, and minutes.

1.7 Submittal Identification

The consultant will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities. Consultant will work with the City and project stakeholders, including EDA, BOR, and SLDMWA to determine if any other external submittal reviews will be necessary to satisfy permits or access agreements.

DELIVERABLES: Submittal list processing schedule.

1.8 Permits

The consultant will work with the City and the designer to develop a list of permits from regulatory verify that the City and/or contractor have obtained all required permits from regulatory agencies. Potential permits to be acquired may include a series of permits contained in the construction contract. Once the list is generated, it will be presented to the contractor to obtain all required permits for the project before work starts. The consultant will monitor the contractor's progress and compliance throughout the project with the provisions of any permitting requirements.

DELIVERABLES: Permit list

TASK 2 – CONSTRUCTION PHASE SERVICES

2.1 Monitoring of Construction

Operations for Contract Compliance

As the resident engineer for the City's project, our role is twofold: (1) to verify that construction proceeds in accordance with the City's plans and specifications and all other pertinent project standards and (2) to conduct inspections to verify the workmanship and quality of all work conducted on site. This includes inspecting the methods, means, and techniques utilized by the contractor or any of their sub-contractors. Daily, the Consultant's inspectors will document any deficiencies or deviations from the contract documents in writing, send the information to the contractor, and bring issues to the City's attention. Inspectors will be responsible for:

- Monitoring the contractor's work for general conformance with the plans and specifications.
- Documenting the progress of the work with daily diaries and photographs.
- Monitor contract change order work in the field.
- Confirming that the designer's submittal comments are incorporated into the work.

- Reviewing the contractor's as-built record drawings status.
- Coordinating materials testing, including Buy America requirements.
- Coordinating with City, Stakeholders, and utility oversight personnel.
- Reviewing and logging materials testing results and addressing non-conforming tests.
- Preparing deficiency and punch lists.

DELIVERABLES: Daily work diaries, Misc. CM Reports, Construction materials testing and special inspection reports, Contract change orders, EDA Review and Approval of change orders, Monthly quantity estimates for progress payments, Contractor submittals, Payment requests, and Record of all as-built changes.

2.2 Materials Testing

The consultant will utilize a consultant (BSK Associates) to provide source and special inspection, field testing, and lab testing services. All field and source inspections will be in accordance with Caltrans standards and requirements. BSK will employ effective methods for controlling the quality of materials and utilize qualified, certified, and experienced personnel performing inspection/testing. (i.e. ASNT NDT II & III, CWI, etc.).

Sub Consultant (BSK) will follow appropriate materials management process (like METS CEM-3101, TL-28 and TL-608 process). They will also establish a nonconformance and nonconformance resolution process with the document control system. Consultant field staff will coordinate, oversee, and validate soil, aggregate, structural concrete, and HMA testing results at proper frequencies and perform QA services for steel girders, miscellaneous metals, galvanizing, and review of welding & steel submittals. Compliance with Buy America requirements and the new Buy Clean California Act, where applicable, will be verified. The consultant will review light poles for street and bridge lighting and traffic signal components where/when applicable. The resident engineer will review the test results, forward copies of the test results to the City's project manager EDA as part of the monthly report and will work with the contractor to resolve any deficiencies. All test procedures will be in accordance with the contract documents and Caltrans testing methods.

The consultant will verify compliance with design requirements for the duration of the project and will coordinate with material suppliers and arrange for source inspection where required. The consultant will serve as the single point of contact with fabricators and will maintain compliance with the contract documents. The consultant will collect forms for Notices of Materials to be Used from the contractor for tracking and compliance.

DELIVERABLES: Material testing reports, logs, and certifications.

2.3 General

The consultant will assign a Resident Engineer and Inspection staff to fully cover the needs of the project to satisfactorily monitor the anticipated construction activities. The consultant plans to oversee field activities with full-time inspection staffing to meet the requirements of the City and external stakeholders such as EDA, BOR, and SLDMWA.

2.4 Work to be performed by others

A. CONSTRUCTION STAKING

It is understood that the bridge contractor will provide the construction staking and surveying on this project. The consultant will monitor survey visits as needed and request survey notes after each visit. The consultant will review and check the survey and construction information set in the field for reasonableness. The consultant will closely check notes for bridge features such as abutments, piers, retaining walls, columns, approach slabs and roadway approaches and ties to existing features. The consultant will also check surveys for layout of proposed utilities and the preservation of utility relocations. These may include storm drain alignments, electrical boxes, poles, lights, sewer, gas, and water.

B. MISCELLANEOUS

A. SWPPP

This project is likely to be a Risk Level 2 Storm Water Pollution Prevention Plan (SWPPP). Depending on who is required to prepare the SWPPP. A consultant can prepare and assist the City with uploading the document to the SMARTS system and filing the Notice of Intent in the SMARTS database. If the City has the contractor prepare the SWPPP, the Consultant can review and assist with filing the Notice of Intent and uploading the SWPPP into the SMARTS database. Consultant staff can also assist the City or the contractor's QSP/QSD with BMP inspections during construction. Our project staff is trained in the latest stormwater pollution control requirements. We understand the importance of the various BMPs and will verify that they are properly installed and functional. In addition, we will confirm that the contractor is completing and submitting the required reporting forms and, at the City's request, are able to provide our own independent reports as well.

B. ENVIRONMENTAL

In accordance with the permit requirements, the Consultant's biologist will be on-site regularly to inspect the SWPPP and permit requirements. In addition, we will confirm that the contractor is completing and submitting the required reporting forms.

C. PUBLIC OUTREACH

The consultant will assist the City in developing the public involvement plan that strategically targets key audiences, implementing a proactive plan during active work. The plan will also provide detailed and timely information to nearby impacted businesses, stakeholders, and the greater traveling public.

DELIVERABLES: Miscellaneous report.

TASK 3 – POSTCONSTRUCTION PHASE SERVICES

3.1 Project Closeout

Per the EDA requirements, within 30 days of the end of the reporting period. Meeting this deadline is important as it allows EDA to monitor expenditures and project progress and help recipients with any challenges. Late or absent FFRs can result in EDA withholding grant funds.

DELIVERABLES: As-built drawings.

3.2 Final Project Report

The consultant will prepare and deliver a Final Project Report documenting all project contract administration and inspection activities. The report will summarize information included in each monthly progress report, as well as additional pertinent information. The consultant will work with the City to follow the requirements set forth in the EDA final Disbursement Checklist.

DELIVERABLES: Monthly Project Report As-built drawings, Final distribution per EDA checklist and Final Acceptance Report.

3.3 EDA Local Programs Compliance

The consultant will prepare the necessary project reporting during construction to keep the City in full compliance with EDA grant requirements. The consultant will prepare and submit EDA forms to the City and EDA Regional Office Project Engineer. Procedures will include Project closeout Procedures/Audit consistent with EDA Regulations.

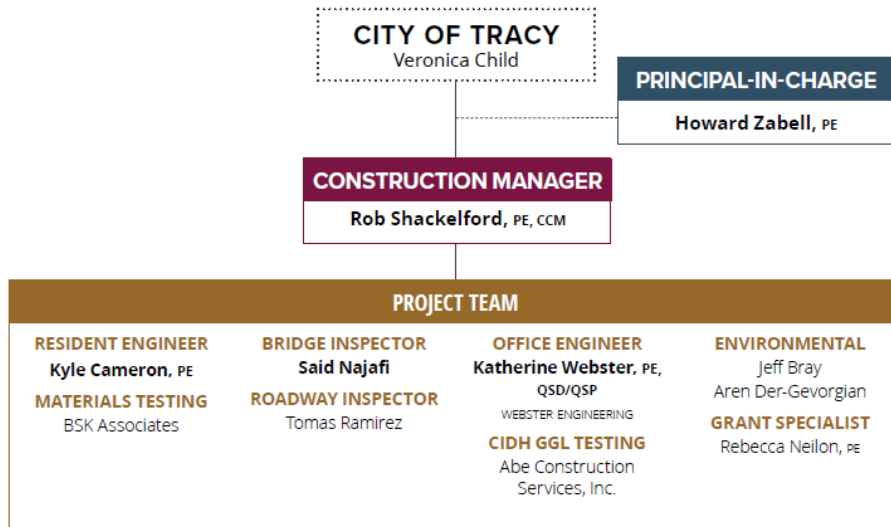
DELIVERABLES: All applicable EDA Project Reports

Personnel:

Howard Zabell, PE, Principal-in-Charge
 Rob Shackelford, PE, CCM, Construction Manager Manager
 Kyle Cameron, PE, Resident Engineer
 Said Najafi, Bridge Engineer
 Katherine Webster, PE, QSD/QSP, Office Engineer

Subconsultants:

Webster Engineering, Inc. (WEI)
 BSK Associates
 Abe Construction Services, Inc. (ACS)



BOLD Indicates key staff

5. Key Personnel Commitment

Our key personnel identified will be available for the duration of the project. No person designated as key will be removed or replaced without the prior written concurrence of the City. If a change is needed due to unforeseen circumstances, Rob will notify the City immediately and begin transition plan measures. He will select and propose a substitute for the City's approval who brings equal or greater qualifications to the project.

EXHIBIT B - Compensation

See attached

International Parkway Bridge Replacement & Expansion Project

City of Tracy

Construction Management Services

CIP No. 73148 | EDA Project No. 07-79-07715

3/18/2025

DBE Utilization **12.41%**



Task #	Task Name	Dewberry Engineers Inc.		BSK Associates		Webster Engineering, Inc.		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
1.0	Construction Management								
1.1	Construction Management	76	\$25,776.22					76	\$25,776
	Subtotal Task 1	76	\$25,776.22					76	\$25,776
2.0	Pre-Construction Services								
2.1	Project Team Kick-Off Meeting	5	\$1,204.17			5	\$858.48	10	\$2,063
2.2	Submittal Identification	75	\$18,062.59			65	\$11,160.24	140	\$29,223
2.3	Permits	30	\$7,225.04			20	\$3,433.92	50	\$10,659
	Subtotal Task 2	110	\$26,491.80			90	\$15,452.64	200	\$41,944
3.0	Construction Services (including Materials Testing & Special Inspections)								
3.1	Coordination & Meetings	250	\$60,208.64			250	\$42,924.00	500	\$103,133
3.2	Monitoring of Construction Operations for Contract Compliance	4,628	\$1,116,845.91			100	\$17,169.60	4728	\$1,134,016
3.3	Materials Testing	75	\$18,062.59	773	\$132,145.63	75	\$12,877.20	923	\$163,085
3.4	General	140	\$33,716.84			100	\$17,169.60	240	\$50,886
3.5	Work to be Performed by Others								
3.5 A	Construction Staking	160	\$39,487.91					160	\$39,488
3.5 B	Miscellaneous								
3.5 B. a.	SWPPP	80	\$19,266.77			50	\$8,584.80	130	\$27,852
3.5 B. b.	Environmental	148	\$28,880.70					148	\$28,881
3.5 B. c.	Public Outreach	100	\$24,083.46			100	\$17,169.60	200	\$41,253
	Subtotal Task 3	5,581	\$1,340,552.82	773	\$132,145.63	675	\$115,894.80	7029	\$1,588,593
4.0	Post Construction Services								
4.1	Project Closeout	60	\$15,127.56			80	\$13,735.68	140	\$28,863
4.2	Final Project Report	25	\$6,303.15			20	\$3,433.92	45	\$9,737
	Subtotal Task 4	85	\$21,430.70			100	\$17,169.60	185	\$38,600
5.0	Administrative Support								
5.1	Administration	350	\$84,292.10			385	\$66,102.96	735	\$150,395
5.2	Documentation	350	\$84,292.10			250	\$42,924.00	600	\$127,216
	Subtotal Task 5	700	\$168,584.19			635	\$109,026.96	1335	\$277,611
6.0	EDA Grant Management & Reporting including Required EDA Audit Preparation								
6.1	Grant Administration, Summary Scope of Work	120	\$26,989.11					120	\$26,989
6.2	EDA Local Programs Compliance	120	\$26,989.11					120	\$26,989
	Subtotal Task 6	240	\$53,978.22					240	\$53,978
	TOTAL DIRECT LABOR HOURS	6,792	\$1,636,813.96	773	\$132,145.63	1,500	\$257,544.00	9,065	\$2,026,503.59
	TOTAL OTHER DIRECT COST		\$15,000.00		\$67,828.00				\$82,828.00
	ANTICIPATED SALARY INCREASE				\$1,982.18		\$5,150.88		\$7,133.06
TOTAL PROJECT COST			\$1,651,813.96		\$201,955.82		\$262,694.88		\$2,116,464.65

****NOTE: This estimate is based on the timeline established in the EDA Construction Bid and Addendum #1, dated January 10, 2025.**



3/18/2025

Dewberry Engineers Inc.

Prime

International Parkway Bridge Replacement & Expansion Project

City of Tracy

CIP No. 73148 | EDA Project No.

07-79-07715

Construction Management Services

Task #	Task Name	Principal In Charge	Project Manager	Resident Engineer	Construction Inspector - Bridge**	Construction Inspector - Bridge	Construction Inspector - Bridge	Construction Inspector - Road	Construction Inspector - Road	Construction Inspector - Road	Environmental Support	Environmental Support	Grant Specialist	Grant Support	TASK HOURS	ESCALATION	TASK COSTS
		Howard Zabell	Robert Shackelford	Kyle Cameron	Said Najafi (Straight)**	Said Najafi (1.5 OT)**	Said Najafi (2.0 OT)**	Tomas Ramirez (Straight)	Tomas Ramirez (1.5 OT)	Tomas Ramirez (2.0 OT)	Jeff Bray	Aren Der-Gevorgian	Rebecca Neilon	Danacka Whittington			
Loaded Rate:		\$340.00	\$312.72	\$228.69	\$237.75	\$282.48	\$327.21	\$206.10	\$238.20	\$270.31	\$253.31	\$93.53	\$213.56	\$118.02			
1.0	Construction Management																
1.1	Construction Management	26	50												76	\$1,300.28	\$25,776.22
	Subtotal Task 1	26	50												76	\$1,300.28	\$25,776.22
2.0	Pre-Construction Services																
2.1	Project Team Kick-Off Meeting			5											5	\$60.74	\$1,204.17
2.2	Submittal Identification			75											75	\$911.17	\$18,062.59
2.3	Permits			30											30	\$364.47	\$7,225.04
	Subtotal Task 2			110											110	\$1,336.38	\$26,491.80
3.0	Construction Services (including Materials Testing & Special Inspections)																
3.1	Coordination & Meetings			250											250	\$3,037.23	\$60,208.64
3.2	Compliance			200	3228			1200							4628	\$56,339.41	\$1,116,845.91
3.3	Materials Testing			75											75	\$911.17	\$18,062.59
3.4	General			140											140	\$1,700.85	\$33,716.84
3.5	Work to be Performed by Others																
3.5 A	Construction Staking			60	100										160	\$1,991.97	\$39,487.91
3.5 B	Miscellaneous																
3.5 B. a.	SWPPP			80											80	\$971.91	\$19,266.77
3.5 B. b.	Environmental									85	63				148	\$1,456.89	\$28,880.70
3.5 B. c.	Public Outreach			100											100	\$1,214.89	\$24,083.46
	Subtotal Task 3			905	3328			1200		85	63				5581	\$67,624.33	\$1,340,552.82
4.0	Post Construction Services																
4.1	Project Closeout			60											60	\$1,406.42	\$15,127.56
4.2	Final Project Report			25											25	\$586.01	\$6,303.15
	Subtotal Task 4			85											85	\$1,992.42	\$21,430.70
5.0	Administrative Support																
5.1	Administration			350											350	\$4,252.12	\$84,292.10
5.2	Documentation			350											350	\$4,252.12	\$84,292.10
	Subtotal Task 5			700											700	\$8,504.25	\$168,584.19
6.0	EDA Grant Management & Reporting including Required EDA Audit Preparation																
6.1	Grant Administration, Summary Scope of Work												120		120	\$1,361.47	\$26,989.11
6.2	EDA Local Programs Compliance												120		120	\$1,361.47	\$26,989.11
	Subtotal Task 6												240		240	\$2,722.94	\$53,978.22
TOTAL DIRECT LABOR HOURS		26	50	1800	3328			1200		85	63		240		6792	\$83,480.60	\$1,636,813.96
OTHER DIRECT COSTS (see attached sheet)															\$15,000.00		
TOTAL PROJECT COST															\$1,651,813.96		

International Parkway Bridge Replacement & Expansion Project

City of Tracy

CIP No. 73148 | EDA Project

No. 07-79-07715

Construction Management Services

BSK Associates

Materials Testing & Special Inspection

3/18/2025

		Group 2 Special Inspector, TBD	Group 3 Engineering Technician, TBD	Group 4 Engineering Technician, TBD	Sample Pickup (Engineering Technician), TBD	Senior Professional (Senior Materials Engineer), TBD	Senior Professional (Project Manager), TBD	Principal (Contract Oversight), TBD	Project Administrator, TBD	TASK HOURS	TASK COSTS
		\$199.85	\$175.33	\$155.03	\$119.46	\$212.05	\$212.05	\$273.74	\$110.38		
Task #	Task Name										
1.0	Construction Management										
1.1	Construction Management										
	Subtotal Task 1										
2.0	Pre-Construction Services										
2.1	Project Team Kick-Off Meeting										
2.2	Submittal Identification										
2.3	Permits										
	Subtotal Task 2										
3.0	Construction Services (including Materials Testing & Special Inspections)										
3.1	Coordination & Meetings										
3.2	Monitoring of Construction Operations for Contract Compliance										
3.3	Materials Testing	157	320	148	82	12	24	6	24	773	\$132,145.63
3.4	General										
3.5	Work to be Performed by Others										
3.5 A	Construction Staking										
3.5 B	Miscellaneous										
3.5 B. a.	SWPPP										
3.5 B. b.	Environmental										
3.5 B. c.	Public Outreach										
	Subtotal Task 3	157	320	148	82	12	24	6	24	773	\$132,145.63
4.0	Post Construction Services										
4.1	Project Closeout										
4.2	Final Project Report										
	Subtotal Task 4										
5.0	Administrative Support										
5.1	Administration										
5.2	Documentation										
	Subtotal Task 5										
6.0	EDA Grant Management & Reporting including Required EDA Audit Preparation										
6.1	Grant Administration, Summary Scope of Work										
6.2	EDA Local Programs Compliance										
	Subtotal Task 6										
TOTAL DIRECT LABOR HOURS		157	320	148	82	12	24	6	24	773	\$132,145.63
OTHER DIRECT COSTS (see attached sheet)										\$67,828.00	
ANTICIPATED SALARY INCREASE (see attached sheet)										\$1,982.18	
TOTAL PROJECT COST										\$201,955.82	

International Parkway Bridge Replacement & Expansion Project

City of Tracy

CIP No. 73148 | EDA Project

No. 07-79-07715

Webster Engineering, Inc.

Office Engineer Services

Construction Management Services

3/18/2025

		Engineer/Office Engineer/inspector, Katherine Webster	Office Engineer, Brandon LaChance	Field Inspector, Brandon LaChance	Office Engineer/Labor Compliance, Stacy Turner	Administration, Skyler Lund	TASK HOURS	TASK COSTS
		\$171.70	\$103.02	\$211.16	\$80.12	\$45.79		
Task #	Task Name							
1.0	Construction Management							
1.1	Construction Management							
	Subtotal Task 1							
2.0	Pre-Construction Services							
2.1	Project Team Kick-Off Meeting	5					5	\$858.48
2.2	Submittal Identification	65					65	\$11,160.24
2.3	Permits	20					20	\$3,433.92
	Subtotal Task 2	90					90	\$15,452.64
3.0	Construction Services (including Materials Testing & Special Inspections)							
3.1	Coordination & Meetings	250					250	\$42,924.00
3.2	Monitoring of Construction Operations for Contract Compliance	100					100	\$17,169.60
3.3	Materials Testing	75					75	\$12,877.20
3.4	General	100					100	\$17,169.60
3.5	Work to be Performed by Others							
3.5 A	Construction Staking							
3.5 B	Miscellaneous							
3.5 B. a.	SWPPP	50					50	\$8,584.80
3.5 B. b.	Environmental							
3.5 B. c.	Public Outreach	100					100	\$17,169.60
	Subtotal Task 3	675					675	\$115,894.80
4.0	Post Construction Services							
4.1	Project Closeout	80					80	\$13,735.68
4.2	Final Project Report	20					20	\$3,433.92
	Subtotal Task 4	100					100	\$17,169.60
5.0	Administrative Support							
5.1	Administration	385					385	\$66,102.96
5.2	Documentation	250					250	\$42,924.00
	Subtotal Task 5	635					635	\$109,026.96
6.0	EDA Grant Management & Reporting including Required EDA Audit Preparation							
6.1	Grant Administration, Summary Scope of Work							
6.2	EDA Local Programs Compliance							
	Subtotal Task 6							
TOTAL DIRECT LABOR HOURS		1500					1,500	\$257,544.00
							OTHER DIRECT COSTS (see attached sheet)	
							ANTICIPATED SALARY INCREASE (see attached sheet)	
							\$5,150.88	
							TOTAL PROJECT COST	
							\$262,694.88	

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
KIER+WRIGHT A CALIFORNIA CORPORATION FOR CONSTRUCTION ADMINISTRATION
SERVICES FOR INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION
PROJECT CIP 73148 | EDA AWARD NO.07-79-07715**

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and **Kier+Wright, a California Corporation** (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to retain the professional services of the Consultant to provide construction administration services including construction meetings, material submittal review and RFIs, construction site visits, punch list and post-construction documents, As-built record drawings, SWPPP updates, consultants services, research and review, utility coordination, fiber coordination, meetings and conference calls, project management and coordination, construction support services, structural consulting services, as further described herein and in Exhibit A.
- B.** Prologis contracted with Kier+Wright to design the Project in coordination with the City to bring to construction utilizing the Economic Development Association Grant award to alleviate congestion within the International Park of Commerce Development area. The City is responsible for managing the Construction Management, Construction Administration and design support for the Project throughout the construction phase. As Kier + Wright is the designer of record, the City believes it is in its best interest to contract directly with the consultant to ensure alignment between the design and construction phases which will enhance communication and help to maintain the quality and integrity of the project.

On March 20, 2025, the City Requested a Proposal from the consultant(Kier+Wright) for the Scope of Work defined below. On April 15, 2025, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that Consultant demonstrated that the consultant is the designer of record, and best fits the City’s needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant’s professional services as set forth in this Agreement.
- D.** This Agreement was approved on _____ pursuant to Tracy Municipal Code Section 2.20.140 and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”). The Scope of Work shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: **Michael Bassilios, PE, Senior Associate**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City’s prior written consent.

The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on **April 15, 2025**, and expire and terminate automatically on **March 31, 2027**, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of **one (1) year(s)** and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$70,000.00 (Seventy Thousand Dollars and zero cents). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the

term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active

negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

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

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

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement

were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

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

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

To the City:
City of Tracy
Attn: Sharat Bandugula, PE
Acting Assistant City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Kier+Wright
Attn: Michael Bassilios, PE
Senior Associates
2850 Collier Canyon Road
Livermore, CA 94551

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

12. General Provisions.

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

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

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

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

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

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

Kier+Wright, California Corporation

By: _____
Dan Arriola

By: _____
Michael Bassilios, PE

Title: Mayor

Title: Senior Associate

Date: _____

Date: _____

Attest:

Federal Employer Tax ID No. _____

Necy Lopez, Acting City Clerk

By: _____

Approved as to form:

Title: Chief Financial Officer

Date: _____

Andrew Shen, Interim City Attorney

Exhibits:

- A Scope of Work
- B Compensation

EXHIBIT A - Scope of Work

CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY OF TRACY INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION PROJECT CIP 73148 AND ECONOMIC DEVELOPMENT ADMINISTRATION AWARD NO. 07-79-07715

Kier + Wright will provide construction administration support as requested to address submittals, RFIs, and on-site meetings.

Construction Meetings:

This is an allowance for one individual to attend a 1 hour bi-weekly meeting for the duration of the project throughout the course of construction, approximately 80 meetings. This assumes a completion date of March 31, 2027. Additional meetings/coordination will be billed on a time and materials basis.

Material Submittal Review & RFI's:

Kier + Wright will review civil related submittals for general conformance with the design intent and provide written comments. In addition, we will evaluate material substitution requests and coordinate with the contractor, City of Brentwood, and other consultants. This includes responding to RFI's and coordination with contractor on plan interpretation.

Construction Site Visits:

Kier + Wright assumes we will need to attend 4 site visits during the 24-month duration of construction. Site visits are \$2,500 each.

Punch List and Post Construction Documents:

At the end of construction, we will perform two site visits to review the completed improvements and provide a punch list of items that need to be completed or repaired. Follow-up site visits and punch lists have not been included in this scope of work. This includes off-site work as well.

As-Built Record Drawings:

Per City of Tracy requirements, Kier + Wright will prepare As-Built Plans and submit to the City of Tracy for approval. This includes receiving red-marked plans from the contractor and updating civil plans to capture all field revisions.

Additional Construction Administration:

As requested, Kier + Wright will provide additional construction administration on a T&M basis.

Storm Water Pollution Prevention Plan (SWPPP) Update:

Kier & Wright, as a Qualified Stormwater Pollution Prevention Plan Developer (QSD) will prepare Permit Registration Documents (PRDs) in accordance with the requirements set forth in the California State Water Resources Control Board (SWRCB) 2022 Construction General Permit (CGP). The PRDs will include the following documents:

- Notice of Intent (NOI).
- Pollutant Site Assessment.
- Storm Water Pollution Prevention Plan (SWPPP).

- Project Site Map.
- Risk Assessment.
- Monitoring & Sampling Locations.
- TMDL Assessment.
- Post-construction Requirements.

The owner shall be responsible for payment of fees to the SWRCB. The owner's contractor shall assume responsibility for executing construction of the Project in conformance with the CGP and SWPPP. The selected contractor must possess, or subcontract, a Qualified SWPPP Practitioner (QSP). The contractor's QSP shall be responsible for performing construction phase activities pursuant to the CGP and the site-specific SWPPP, and the contractor's QSP shall be responsible for preparation and filing of Annual Reports and filing the Notice of Termination (NOT). Any documentation not completed by the QSP that is requested of the QSD will be addressed on a time and materials basis. Other project changes requiring a Change of Information (COI) and/or SWPPP amendment will also be addressed on a time and materials basis. As required by the 2022 CGP, the QSD shall perform a visual inspection of the site in person at various points of the project. At a minimum, the QSD is required to inspect the site based on the following:

- Within 30 days of construction activities commencing on a site.
- Twice annually, once August through October and once January through March.
- Within 14 calendar days of a numeric action level exceedance.
- Within the time period requested in writing from Water Board staff.

We will upload completed inspection checklists to SMARTS and provide them to the contractor to be kept with the SWPPP on-site. For projects extending more than one year in length, with violations of stormwater discharge or pausing construction frequently, the number of visits will be higher. Based on an estimated construction duration of 24 months, we have included 6 site visits in our proposal amount for our QSD to visit the site. **If additional site visits are required, each site visit will be billed at \$500/ea.** Any violations incurred for noncompliance will be reported by the Water Board to the LRP. The LRP is always ultimately responsible for permit compliance, and as such, the LRP will be the recipient and responsible party for any Notices of Violations (NOVs) or Administrative Civil Liabilities (ACL fines) for the project.

Exclusion/Additional Services:

To more accurately define our services, the following list are items specifically excluded from our scope of work. These would be considered additional services to be billed in conformance with our 2025-2026 standard hourly rates, which can be provided upon request} {at the rates shown in the attached hourly rate schedule}, or for which an additional estimate can be prepared upon request.

- Services not specifically outlined above.
- Plat & Legal (not described above).
- QSP Services.
- Construction staking.
- Post Construction ALTA Survey.
- Wetland or environmental coordination with regulatory agencies (i.e., Army Corps, State Fish & Game, Regional Water Quality Control Board).
- Structural retaining wall design.

- Municipal Hearings (Billed on a time & materials basis).
- The cost to dig up or expose existing utilities (if necessary).
- Mailing & Reproduction Cost (Billed at cost + 10%).
- LEED Certification Analysis.
- Corner Records for pre-construction and post-construction street monuments or property corners that may be destroyed during the construction of improvements to the subject property as defined in Section 8771(b) of the Professional Land Surveyors Act are specifically excluded from the scope above and if required, will be billed at our hourly rates.

Obligation of Payment:

The Entity identified in the attached Responsible Party Information Form will be responsible for payment of all services and reimbursable expenses (printing, plotting, delivery, overnight mail) rendered by Kier + Wright Civil Engineers and Surveyors, Inc. (Kier + Wright) in conjunction with the above-referenced project per the proposal dated April 15, 2025. If the project is terminated by the Entity, the Entity shall notify Kier + Wright, and Kier + Wright is entitled to payment by the Entity for all services and reimbursable expenses rendered up to the date of cancellation. If Kier + Wright is to be paid out of escrow and the project falls out of escrow or escrow does not close, the Entity is responsible for payment of all services and reimbursable expenses rendered by Kier + Wright.

EXHIBIT B – Compensation

Construction Meetings	\$15,000
Material Submittal Review & RFI'	\$18,000
Construction Site Visits	\$5,000
Punch List and Post Construction Documents	\$4,000
As-Built Record Drawings	\$5,000
Additional Construction Administration	\$15,000
Stormwater Pollution Prevention Plan	\$8,000
TOTAL PROPOSED FEE:	\$70,000

TRACY CITY COUNCIL

RESOLUTION 2025-_____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION, FOR THE INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION PROJECT, CAPITAL IMPROVEMENT PROJECT 73148:

- 1) **AWARDING A CONSTRUCTION CONTRACT TO O.C. JONES & SONS, INC. OF BERKELEY, CALIFORNIA, IN THE AMOUNT OF \$14,125,000,**
- 2) **AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$1,412,000,**
- 3) **APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. OF MANTECA, CALIFORNIA, TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES THROUGH APRIL 29, 2027, WITH A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$211,464.65,**
- 4) **APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC. TO PROVIDE DESIGN SUPPORT SERVICES THROUGH MARCH 31, 2027, WITH A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$70,000,**
- 5) **APPROPRIATING FUNDS FROM THE EDA GRANT AWARD IN THE AMOUNT OF \$8,350,057 TO CIP 73148,**
- 6) **APPROPRIATING FUNDS FROM PROLOGIS, LP FOR THE LOCAL MATCH SHARE IN THE AMOUNT OF \$9,489,897 TO CIP 73148, AND**
- 7) **GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE CAPITAL PROJECT RELATED DOCUMENTS AND FEE AUTHORIZATION NECESSARY TO SUPPORT THE PROJECT WITHIN THE OVERALL PROJECT NOT-TO-EXCEED BUDGET OF \$17,839,954.**

WHEREAS, the International Parkway Bridge Replacement and Expansion Project (Project) was approved as a Capital Improvement Project (CIP) within the Fiscal Year 2015-2016 Budget. It is located on the west side of the City and is part of International Parkway, which is a major corridor connecting I-205 in the north to I-580 in the south in the IPC area. Ultimately, the Project will include the replacement and expansion of the bridge over the Delta Mendota Canal (DMC) on International Parkway. It is located in the Cordes Ranch Specific Plan (CRSP) area, on the west-side of the City. Prologis is the Master Developer of the CRSP; and

WHEREAS, in 2020, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect, making \$1.5 billion in economic development assistance available to communities through the Economic Development Administration (EDA). Through this program, staff applied for a grant to cover what was at the time, eighty percent (80%) of the cost of the Project. In order to submit the application, the City had to commit to funding the remaining twenty percent (20%) of the Project cost. Resulting from discussions with Prologis, a primary benefactor of this improvement, Prologis agreed to provide the match funding through the Funding Agreement; and

WHEREAS, through the Funding Agreement, Prologis committed to fund the 20% match (then estimated at approximately, \$2,200,000) in exchange for certain future fee credits. Pursuant to Recital E and Section 3 of the Funding Agreement, Prologis committed to providing, “all funding for the bridge project beyond that provided by the EDA grant”, in exchange for fee credits against the City’s Master Plan Traffic Impact Fee(s) that would otherwise apply to the Project; and

WHEREAS, on April 29, 2021, the City was awarded an EDA Grant in the amount of \$8,350,057 for the Project. And on June 15, 2021, the City Council accepted the EDA Grant award through Resolution No. 2021-075; and

WHEREAS, on November 19, 2024, Prologis provided a Letter of Credit (LOC), with the City as the beneficiary, in the amount of \$9,180,131, to fund the anticipated cost of the Project in excess of the EDA Grant; and

WHEREAS, subsequent to the award of the EDA Grant, Prologis hired a consultant to work with the City to assist in perfecting several conditions of the grant; and

WHEREAS, the Project was advertised for competitive bids by public notice on March 8, 2024. Bids were received and publicly opened in City Hall, Conference Room 203, and via Microsoft Teams virtual meeting at 2:30 p.m. on Thursday, April 4, 2024, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
O.C Jones & Sons, Inc.	\$14,125,000
Disney Construction, Inc.	\$14,549,000
MCM Construction Inc.	\$17,777,777

; and

WHEREAS, in accordance with Tracy Municipal Code Section 2.20.260 and the California Public Contract Code Section 22032, Staff performed a subsequent bid analysis and determined that the lowest responsible bidder was O.C. Jones & Sons, Inc. of Berkeley, California. Staff further verified that the bidder has the appropriate 'contractor's license in active standing with the State of California. The total estimated cost of this Project, if awarded to the lowest bidder, is as follows:

Construction Bid	\$14,125,000
Contingency 10%	\$1,412,000
Design Support during Construction	\$186,490
Project Management	\$2,111,464
Total Project Cost	\$17,839,954

; and

WHEREAS, the EDA has reviewed and approved the award to the Contractor. In addition, the EDA has approved an amendment to the grant award to allow until April 2027 to complete construction; and

WHEREAS, the City issued a Request for Proposals (RFP) for construction management services for the Project on November 21, 2024. The City received and interviewed three candidates. As a result of the interview process and proposal review, staff has determined that Dewberry was the best option to fulfill this role. The proposed PSA will be valid for the life of the Project through April 29, 2027, in the amount of \$2,111,464; and

WHEREAS, the City needs to hire a design consultant for questions and consultation that is needed during the life of the Project. Since Kier and Wright completed the design of the Project, it would be best for the City to contract with them and their subconsultants for any necessary consultation. This is authorized through Tracy Municipal Code Section 2.20.140(b). The proposed PSA will be valid through March 31, 2027, in the amount of \$70,000. The City will enter into PSAs with the design subconsultants to provide support, these contracts will be approved at staff level per the Tracy Municipal Code Section 2.20.130; and

WHEREAS, staff have also negotiated a revised Funding Agreement with Prologis, reaffirming Prologis' commitment to fund the project costs above the amount paid by the EDA grant, providing for the line of credit security process for that funding, confirming that Prologis is entitled to use Transportation Master Plan Fee Credits of up to \$8,143,403.61, plus such increase as results from applying the City's standard inflationary adjustment as of July 1, 2025 per the Engineering News Record's construction cost index, and requiring the monthly project management meeting. Staff will bring the Revised Funding Agreement forward at the June 3, 2025, City Council meeting and have a written commitment to these basic financial terms from Prologis, as was necessary for this contract award item to come forward to the City Council; and

WHEREAS, City staff requests that the City Council grant authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954, now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to O.C. Jones & Sons, Inc. of Berkeley, California, in the amount of \$14,125,000; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to approve change orders up to the contingency amount of \$1,412,000; and be it

FURTHER RESOLVED: That the City Council approves a Professional Services Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide construction management services through April 29, 2027, with a total not-to-exceed contract amount of \$211,464.65; and be it

FURTHER RESOLVED: That the City Council approves a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide design support services through March 31, 2027, with a total not-to-exceed contract amount of \$70,000; and be it

FURTHER RESOLVED: That the City Council appropriates funds from the EDA Grant Award in the amount of \$8,350,057 to CIP 73148; and be it

FURTHER RESOLVED: That the City Council appropriates funds for the local match share in the amount of \$9,489,897 to CIP 73148; and be it

FURTHER RESOLVED: That City Council grants authority to the City Manager to execute capital project related documents and fee authorization necessary to support the Project within the overall Project not-to-exceed budget of \$17,839,954.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May 2025 by the following vote:

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

DAN ARRIOLA
 Mayor of the City of Tracy, California

ATTEST: _____
 NECY LOPEZ
 Acting City Clerk and Clerk of the Council of the
 City of Tracy, California

Agenda Item 3.A

RECOMMENDATION

Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

EXECUTIVE SUMMARY

This agenda item involves the adoption of new Fire Hazard Severity Zone Maps for Local Responsibility Areas. The maps were provided by the State Fire Marshal in response to legislative changes to the California Government Code requiring their distribution and adoption by local fire protection agencies. Adoption of these maps does not impose any new, direct requirement on the City but is in direct response to legislative mandate.

BACKGROUND AND LEGISLATIVE HISTORY

In 1981, following the Panorama Fire in San Bernardino County, the State of California amended California Public Resource Code (PRC) Section 4201 through 4204, requiring Fire Hazard Severity Zone (FHSZ) Maps for each of the State Responsibility Areas (SRA). The SRAs are those geographical areas where the State of California has primary fire prevention and suppression responsibility. Areas covered by local or regional fire departments, districts or authorities are not included in the SRAs.

In 1992, following the Oakland Hills Fire, the State amended the PRC to require mapping of Very High FHSZs in the Local Responsibility Areas (LRA). These are geographical areas where local fire protection agencies have primary fire prevention and suppression responsibility, such as the City of Tracy, which has been historically served by the Tracy Fire Department, Tracy Rural Fire District and/or the South San Joaquin County Fire Authority (SSJCFA).

In 2003, following the Cedar Fire in San Diego County, new fire-resistant building codes were introduced for Very High FHSZs throughout the State of California. These requirements did not apply to construction in other fire hazard risk zones outside of the Very High FHSZs.

In 2007, the California Department of Forestry and Fire Protection (CAL FIRE) adopted new maps for the three identified zones (Moderate, High, and Very High). The resulting maps found no Very High FHSZs in any LRA in San Joaquin County but designated much of southwestern Tracy (Tracy Hills) as a Moderate FHSZ. At the time, there was no obligation to modify development or building code lands in the Moderate FHSZ. A copy of the referenced map is included as Attachment B.

In 2021, Senate Bill 63 (Stern) was adopted and created a series of new standards relating to fire maps, including the following:

1. The State Fire Marshal must develop new FHSZ maps for LRAs that shall include all Moderate, High, and Very High zones.
2. Local agencies must adopt the new maps within 120 days of receipt from the State Fire Marshal. Prior to their adoption, the local agency must make the maps available for

public review and comment for a period of 30 days.

3. The California Building Code is to be amended to include additional construction requirements for new construction in the Moderate, High, and Very High zones. Previously, this requirement applied only to the Very High FHSZ.

The SRA maps were released in 2023 and the LRA maps for San Joaquin County were released on February 24, 2025. These new maps include significantly more area in the FHSZs than prior maps. In Tracy, the primary changes are as follows:

1. All of the Tracy Hills residential neighborhoods are now within a High FHSZ.
2. The future Tracy Hills commercial area to the southeast of Corral Hollow Road is now within a Moderate FHSZ and the area near the fire station is excluded.
3. The westernmost portion of the International Park of Commerce is now within a Moderate FHSZ.

A copy of this map is provided as Exhibit 1 to the proposed Ordinance (Attachment A). New construction in the newly mapped moderate and high fire hazard severity zone areas will need to meet new state building code standards for these two fire hazard severity zones, if and when those new requirements are adopted.

In anticipation of the public hearing, staff conducted the following public outreach:

1. Webpage: The Community and Economic Development Department (CED) received the new fire maps on February 24, 2025. A new webpage was created on the City's website and the maps were posted along with supporting information on March 17, 2025, exceeding the minimum 30-day notice requirement. This webpage is located at: <https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps>
2. Email Address: In addition, a new email address was created to receive public comments: firemaps@cityoftracy.org. As of May 1, 2025, no emails were received.

ANALYSIS

The purpose of this action is to comply with the provisions of California Government Code Section 51179(a), which states "A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178."

The proposed ordinance would amend Chapter 9.06, Fire Protection and Prevention, by adding a new section 9.06.080 – State Fire Maps. This section would serve simply to adopt the Fire Maps and would appear as follows:

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025. A copy of the adopted map can be obtained from the City Clerk's office during regular business hours.

Adoption of the proposed maps would not inherently introduce any new standard or obligation directly to the City of Tracy or owners of affected properties. Though there are new standards and obligations resulting from the passage of SB 63, they are not contingent upon local

adoption of the maps. Rather, adoption is a legislative mandate requirement for the City per state law, intended to provide public awareness of the new maps and their implications.

New Building Codes

As stated above, the new state laws also directed the state Building Standards Commission to amend the California Building Code to apply heightened building standards to the newly expanded Moderate, High, and Very High FHSZs. In these areas, new buildings must be constructed to a higher standard to provide greater fire protection. These changes include unique materials for roofing and siding, closed eaves and crawlspaces, and similar construction and landscaping techniques. These changes would apply only to new construction and would not impact occupied or permitted homes. Nearly all new homes in Tracy Hills would be subject to this standard moving forward. The required date for adoption of these standards by the state is still uncertain¹ and the Building Official is working closely with the affected builders and developers to ensure an efficient transition if and when these new state building codes are required.

Insurance

Adoption of these maps will not directly influence home insurance rates. However, insurance companies may consider a variety of sources to determine their rates, including these public maps. An informational handout from the California Department of Insurance is included as Attachment C.

CEQA DETERMINATION

The proposed ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. If the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

FISCAL IMPACT

The proposed action will have no direct fiscal impact on the City of Tracy.

STRATEGIC PRIORITY

The proposed action supports the following Strategic Priority:

Public Safety 1: Support emergency operations preparedness, response, and recovery.

Adoption of these maps will improve the City's emergency operations, enhance wildfire preparation and response efforts, and will align the City's operations with State programs and policies.

¹ The state Building Standards Commission is in the process of adopting new Title 24 Building Codes, with an intended effective date of January 1, 2026. Pending legislation (AB 306, Schultz) would impose a six-year moratorium on new and modified state building standards from June 1, 2025 until June 1, 2031.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshal.

Prepared By: Forrest Ebbs, Director of Community and Economic Development

Reviewed by: Sara Castro, Director of Finance
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Ordinance
Exhibit 1 to Ordinance – Map of Fire Hazard Severity Zones
Attachment B – 2007 Fire Hazard Severity Map
Attachment C – California Department of Insurance – Informational handout
Attachment D - PowerPoint

TRACY CITY COUNCIL

ORDINANCE NO. _____

ADDING SECTION 9.06.080 – STATE FIRE MAPS – TO CHAPTER 9.06 – FIRE PROTECTION AND PREVENTION OF TITLE 9 – BUILDING REGULATIONS, OF THE TRACY MUNICIPAL CODE, THEREBY ADOPTING THE FIRE MAPS ISSUED BY THE STATE FIRE MARSHAL.

WHEREAS, California Government Code Section 51179(a) requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendation from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, the City of Tracy received recommended fire maps from the State Fire Marshal on February 24, 2025 and published a public-accessible webpage on March 17, 2025 (<https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps>), with a copy of the map attached hereto as Exhibit 1; and

WHEREAS, the website contained copies of the maps, provided a dedicated email address to receive public comments, and included links to informative websites; and

WHEREAS, the City received public comments during an open comment period, following the publication of the webpage on March 17, 2025; and

WHEREAS, on May 6, 2025, the City Council held a duly noticed public hearing to review and consider public comments and the proposed ordinance; and

WHEREAS, Section 51179 (c) requires the local agency to transmit a copy of an adopted ordinance adopted Pursuant to subdivision (a) of the section to the State Board of Forestry and Fire Protection within 30 days of its adoption

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRACY AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council of the City of Tracy hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. CEQA Exemption. The City Council hereby determines that this ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either

directly or ultimately. If this ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Municipal Code Amendment. The City Council hereby amends Chapter 9.06 – Fire Protection and Prevention, by adding the following section:

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025. A copy of the adopted map can be obtained from the City Clerk’s office during regular business hours.

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

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

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

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

* * * * *

The foregoing Ordinance 2025-_____ was introduced at a regular meeting of the Tracy City Council on the 6th day of May 2025, and finally adopted on the ____ day of _____ 2025, by the following vote:

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

 DAN ARRIOLA
 Mayor of the City of Tracy

ATTEST: _____
 April B. A. Quintanilla
 City Clerk and Clerk of the Council of the City of Tracy
 Date of Attestation: _____

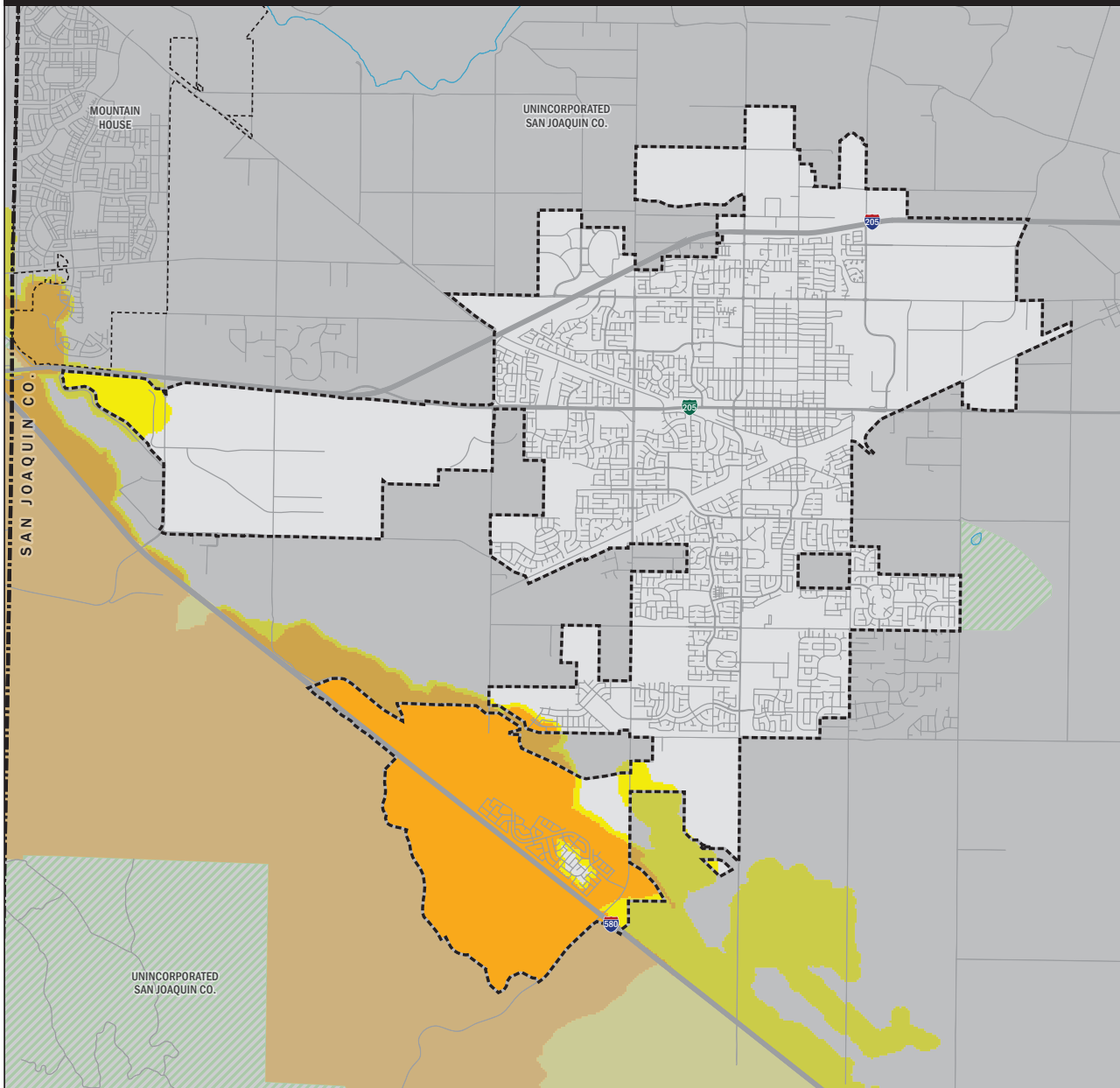
Exhibit 1 – Map of Fire Hazard Severity Zones



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

February 24, 2025

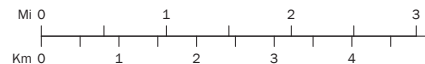


Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:63,000 at 11" x 17"

- Incorporated City
- Waterbody
- Unzoned LRA
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

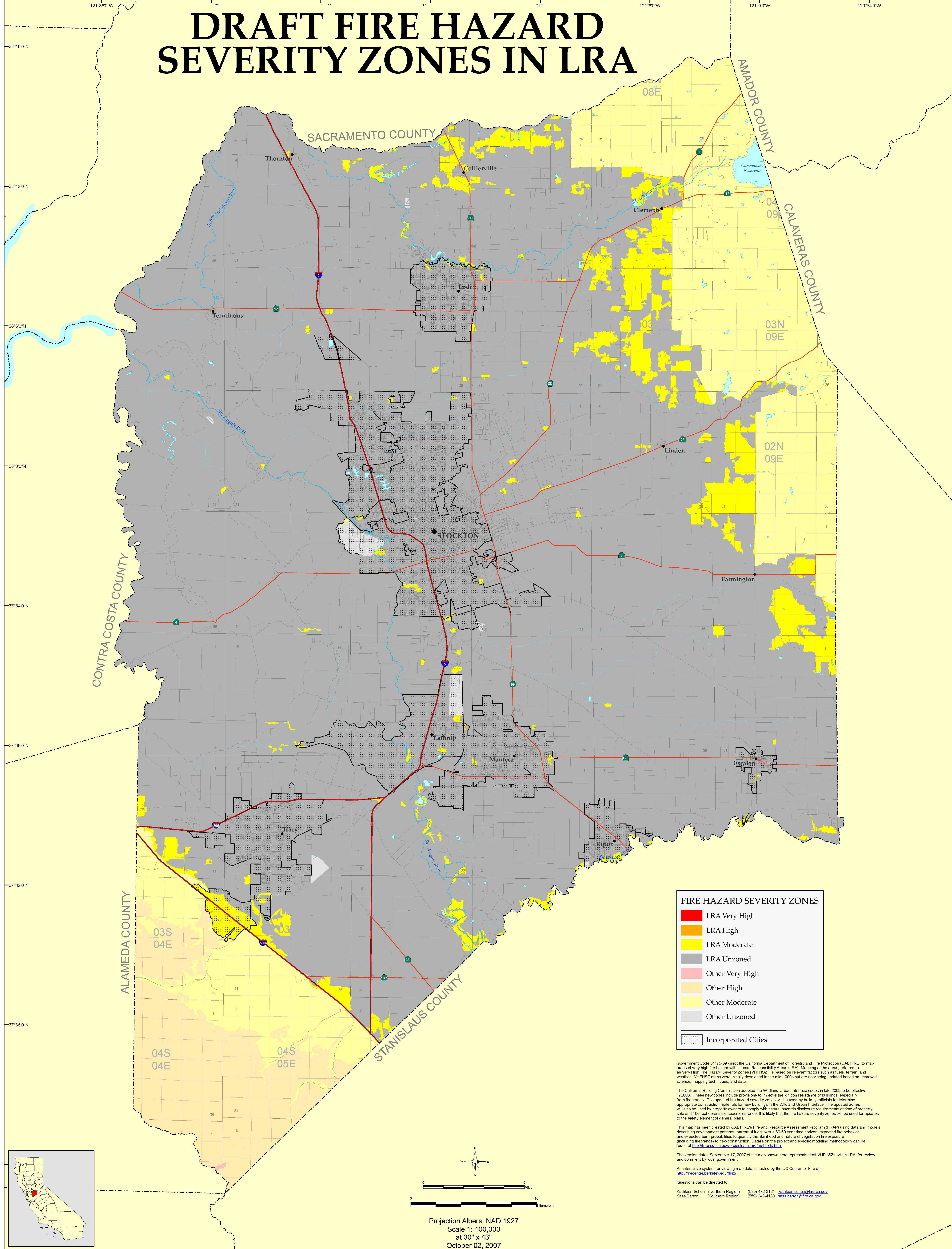
and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

DRAFT FIRE HAZARD SEVERITY ZONES IN LRA



FIRE HAZARD SEVERITY ZONES

- LRA Very High
- LRA High
- LRA Moderate
- LRA Unzoned
- Other Very High
- Other High
- Other Moderate
- Other Unzoned
- Incorporated Cities

Government Code 51175.69 direct the California Department of Forestry and Fire Protection (CAL FIRE) to map areas of very high fire hazard within Local Responsibility Areas (LRA). Mapping of the areas, referred to as Very High Fire Hazard Severity Zones (VHFHSZ), is based on relevant factors such as fuels, terrain, and weather. VHFHSZ maps were initially developed in the mid-1990s but are now being updated based on improved science, mapping techniques, and data.

The California Building Commission adopted the Wildland-Urban Interface codes in late 2006 to be effective in 2008. These new codes include provisions to improve the ignition resistance of buildings, especially from firebrands. The updated fire hazard severity zones will be used by building officials to determine appropriate construction materials for new buildings in the Wildland-Urban Interface. The updated zones will also be used by property owners to comply with natural hazards disclosure requirements at time of property sale and 100 foot defensible space clearance. It is likely that the fire hazard severity zones will be used for updates to the safety element of general plans.

This map has been created by CAL FIRE's Fire and Resource Assessment Program (FRAP) using data and models describing development patterns, potential fuels over a 30-50 year time horizon, expected fire behavior, and expected burn probabilities to quantify the likelihood and nature of vegetation fire exposure (including firebrands) to new construction. Details on the project and specific modeling methodology can be found at <http://frap.cdf.ca.gov/projects/hazard/methods.htm>.

The version dated September 17, 2007 of the map shown here represents draft VHFHSZs within LRA, for review and comment by local government.

An interactive system for viewing map data is hosted by the UC Center for Fire at <http://firecenter.berkeley.edu/fhsz/>.

Questions can be directed to:

Kathleen Schori (Northern Region) (530) 472-3121 kathleen.schori@fire.ca.gov
 Sass Barton (Southern Region) (559) 243-4130 sass.barton@fire.ca.gov



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Obtain FRAP maps, data, metadata and publications on the Internet at <http://frap.cdf.ca.gov>
 For more information, contact CAL FIRE-FRAP, PO Box 944246, Sacramento, CA 94244-2460, (916) 327-3939.

Arnold Schwarzenegger, Governor,
 State of California
 Mike Chrisman, Secretary for Resources,
 The Resources Agency
 Ruben Grijalva, Director,
 Department of Forestry and Fire Protection

MAP ID: FHSZL06_1_MAP
 DATA SOURCES
 CAL FIRE Fire Hazard Severity Zones (FHSZL06_1)
 CAL FIRE State Responsibility Areas (SRA05_4)
 CAL FIRE Incorporated Cities (Incorp07_2)
 PLSS (1:100,000 USGS, Land Grants with CAL FIRE grid)

RICARDO LARA

INSURANCE COMMISSIONER

California Department of Insurance

Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps

1. How will the updated CAL FIRE maps affect insurance availability and affordability?

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

2. How will these maps benefit the public?

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's [first-ever report on climate insurance](#) recommended updated wildfire hazard mapping to improve public safety.

3. If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

4. How is the state addressing wildfire mitigation?

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.



Fire Hazard Severity Zone Maps

City Council Adoption

May 6, 2025



Think Inside the Triangle™

Background

- 1981 - Panorama Fire – San Bernardino County
 - State Amended Public Resource Code Section 4201-4204
 - Required Fire Hazard Severity Zone (FHSZ) Maps for State Responsibility Areas (SRA)
 - SRA = State of California (Cal Fire) has primary fire prevention and suppression responsibility



Think Inside the Triangle™

Background

- 1992 – Oakland Hills Fire
 - State Amended Public Resource Code
 - Required Fire Hazard Severity Zone (FHSZ) Maps for Very High FHSZ in Local Responsibility Areas (LRA)
 - LRA = Cities or local agencies have primary fire prevention and suppression responsibility



Think Inside the Triangle™

Background

- 2003 – Cedar Fire – San Diego County
 - New Building Codes for Very High FHSZ
- 2007 – CAL-Fire adopts new FHSZ maps with Moderate, High and Very High
 - No Very High FHSZ in San Joaquin County
 - Moderate in Tracy Hills
 - No requirements for Moderate



Think Inside the Triangle™

Background

- 2021 – SB 63 (Stern, 2021)
 - New Standards for fire maps
 - State Fire Marshall to develop new FHSZ maps for LRAs that include Moderate, High, and Very High Zones
 - Local Agencies must adopt the new maps within 120 days of receipt
 - The California Building Code is to be amended to include additional construction requirements for new construction in Moderate, High, and Very High Zones. (Previously Very High only)



Think Inside the Triangle™

Background

- 2023 – SRA Maps Released
- February 2025 – LRA Maps Released
 - Changes to Tracy Maps
 - Residential neighborhoods in Tracy Hills and small part of Ellis are now in High FHSZ
 - Only westernmost portion of the IPC is in Moderate FHSZ - reduction



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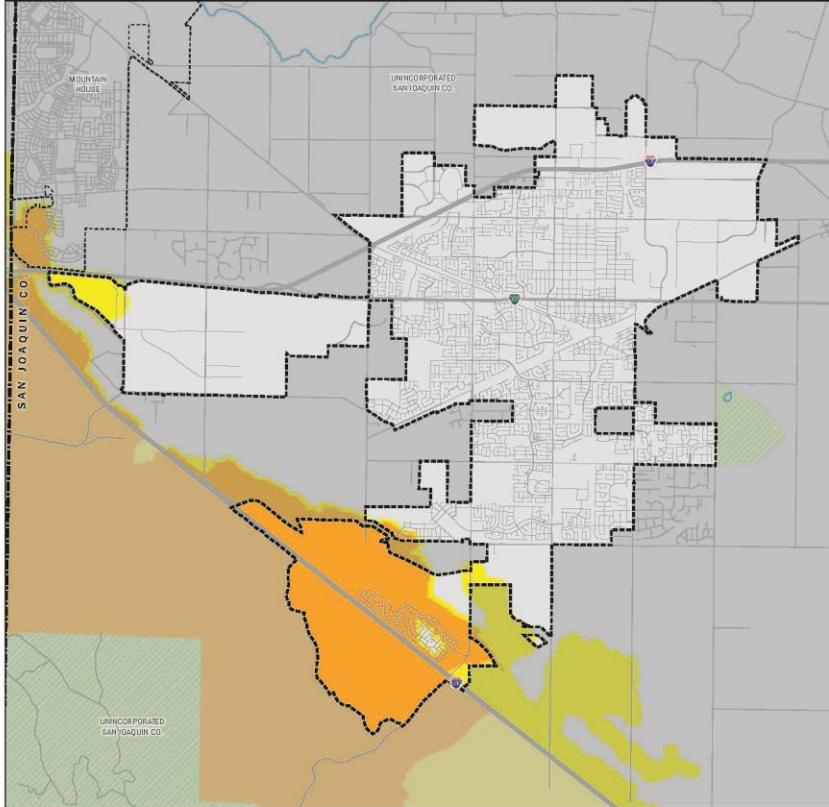
CITY OF TRACY – SAN JOAQUIN COUNTY



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

February 24, 2025



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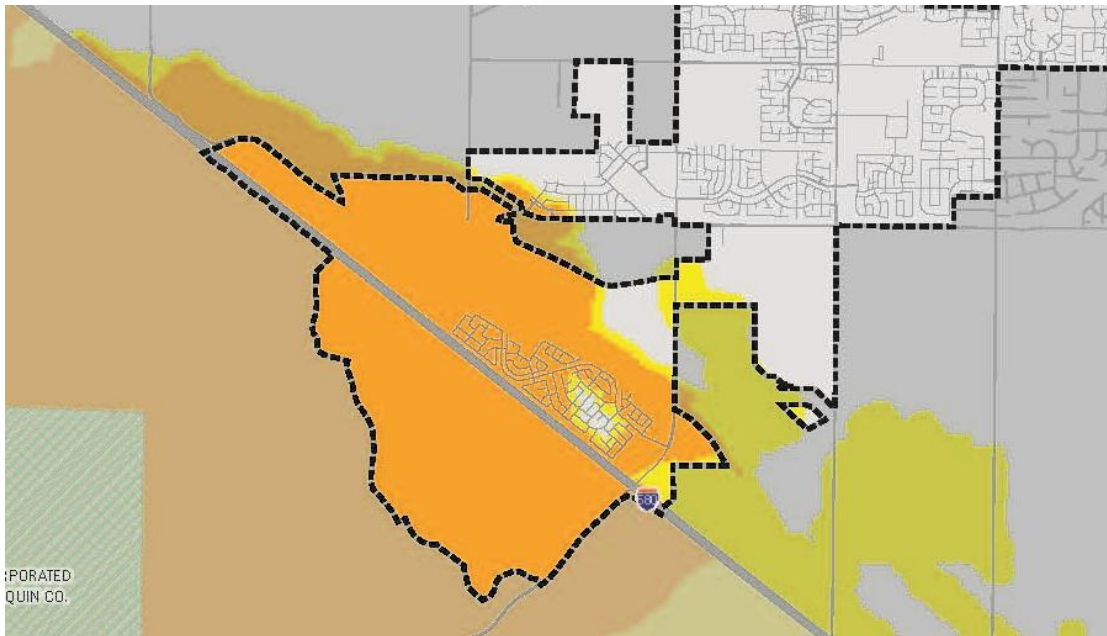
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City and County boundaries as of 10/22/24 (CA Board of Equalization)



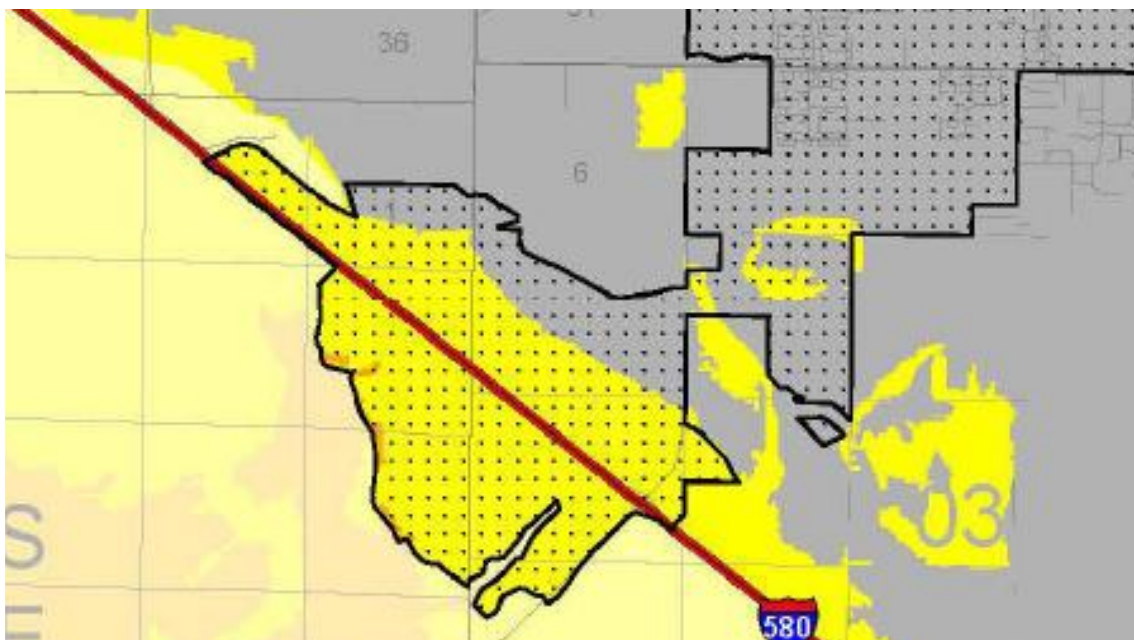
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Tracy Hills

February 24,
2025
Map



October 02,
2007
Map

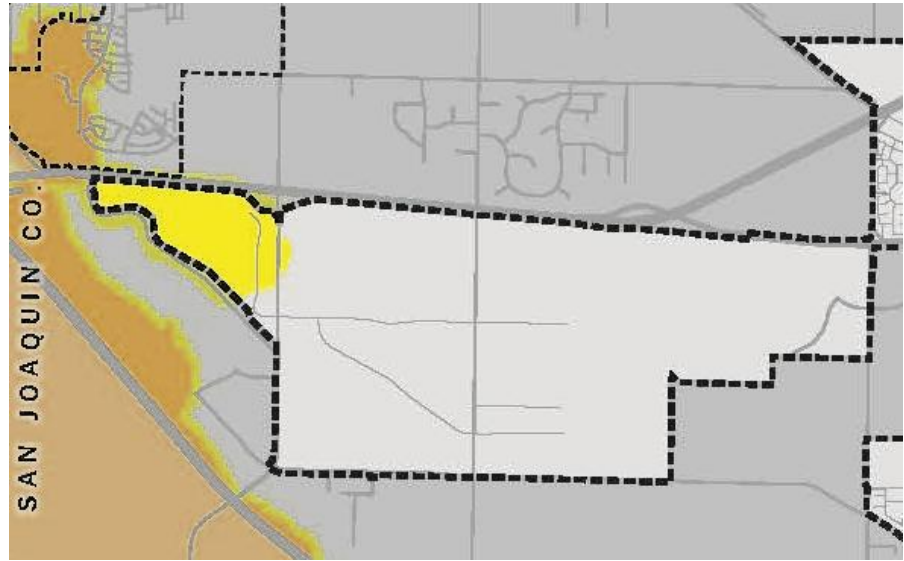




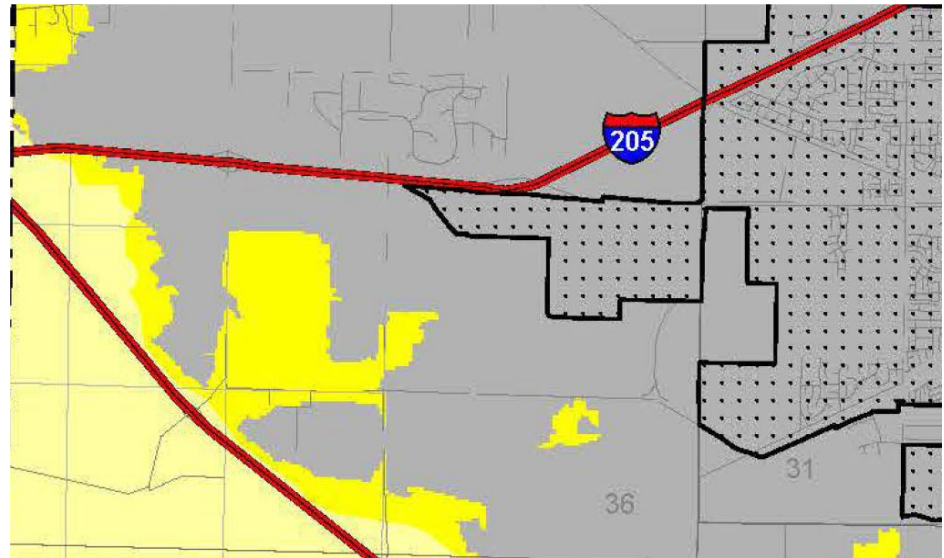
Think Inside the Triangle™

IPC

February 24, 2025
Map



October 02, 2007
Map





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Outreach

- February 24 - State Maps received
- March 17 - Posted for Public Review on City website
 - Email address established for public comments: firemaps@cityoftracy.org
- March 17-April 16 - 30-day Public Review Period



Think Inside the Triangle™

Outreach

Webpage

<https://www.cityoftracy.org/departments/departments/building-safety-division/fire-maps>

Email

firemaps@cityoftracy.org



Think Inside the Triangle™

New Building Codes

- Improved fire resistance
 - Ember resistant construction
 - Building separations
 - Landscape
-
- Under review and development by State Fire Marshal
 - Building Official working with builders for smooth transition



Think Inside the Triangle™

Insurance

- Adoption does not directly change insurance rates
- Insurance companies may consider maps
- California Department of Insurance has provided an FAQ (Attachment D).



Recommendation

California Government Code 51179(a), states “A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.”

Introduce an ordinance adding Section 9.06.080 – State Fire Maps to Chapter 9.06 – Fire Protection and Prevention of Title 9 – Building Regulations, of the Tracy Municipal Code, thereby adopting the fire maps issued by the State Fire Marshall.



Think Inside the Triangle™

Recommendation

9.06.080 – State Fire Maps

The City of Tracy adopts the Local Responsibility Area Fire Hazard Severity Zones map for the City of Tracy – San Joaquin County as identified by the State Fire Marshal, dated February 24, 2025.

Questions?





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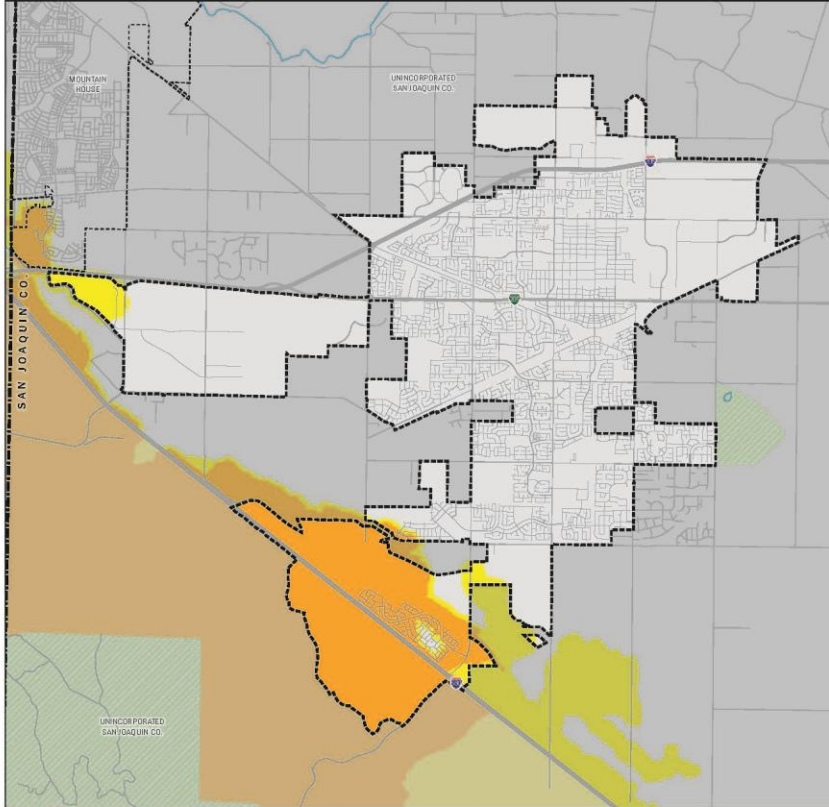
CITY OF TRACY – SAN JOAQUIN COUNTY



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
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CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council conduct a Public Hearing to adopt a Resolution to 1) approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment A hereto; 2) approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; 3) approve the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and 4) authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

EXECUTIVE SUMMARY

With the adoption of this resolution, the City Council would approve the recommended CDBG funding awards to the City of Tracy and local and regional nonprofit organizations for public services, public facilities and improvement projects, and grant administration, as indicated in Attachment A. The recommended CDBG awards include fourteen (14) Public Service awards, one (1) Public Facilities and Improvements award, and one (1) Grant Administration award, totaling \$527,994 for FY 2025-26. Following City Council approval, the Recommended Awards must receive approval from the County of San Joaquin by May 13, 2025, for final funding determinations as part of the annual entitlement program process. This item also requests the Council's authorization for the City Manager, or her designee, to sign the CDBG Subrecipient Agreements contained in Attachment B and other implementing documents upon receiving approval from the County of San Joaquin and the United States Department of Housing and Urban Development (HUD).

BACKGROUND AND LEGISLATIVE HISTORY

CDBG and HOME funds are allocated to cities and counties by HUD for use in projects that create a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income individuals and families.

The City of Tracy receives an annual pass-through allocation from the County of San Joaquin ("County"), the entitlement agency. The City reviews, selects, and nominates grant award subrecipients for County approval, which is then sent to HUD for the County's Annual Action Plan (AAP) approval. Upon HUD's acceptance of the County's AAP, the City internally appropriates the approved grant fund amount. It allocates awards to subrecipients, including disbursing funds to subrecipients and receiving reimbursements from the County.

In November 2010, the City Council directed the establishment of a Parks Commission ("Commission") subcommittee to evaluate CDBG and HOME grant applications and make funding allocation recommendations to the City Council. Establishing the subcommittee was to encourage meaningful citizen involvement, public examination, process appraisal, and enhance program accountability.

In November 2016, the City Council also directed staff to revise the CDBG and HOME application process so that agencies that best address the local needs of the Tracy community receive priority funding. These local funding priorities were to be established for five-year terms and adopted in 2010, 2016, and 2024. A subsequent five-year term was not adopted in 2021 due to the pandemic and challenges in obtaining citizen participation.

The local funding priorities for fiscal years 2025-26 through 2030-31 are listed below in priority order by each program category:

CDBG Local Funding Priorities

Public Services Category:

- (1) Food Distribution Services
- (2) Homeless Prevention, Intervention and Transitional Housing Services
- (3) Youth Education and Enrichment Activities
- (4) Senior and Special Needs Services
- (5) Economic Development – Workforce Training Programs/Technical Business Assistance and Training
- (6) Domestic Violence Services
- (7) Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

Public Facilities/Improvements Category:

- (1) Public Parks and Community Facilities, e.g., community centers, libraries, parks, etc.
- (2) Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc.
- (3) Handicap Accessibility Improvements (ADA)

HOME Local Funding Priorities

- (1) Homeless Shelters
- (2) Accessibility Improvements
- (3) Affordable Housing
- (4) Traditional Housing
- (5) Homeownership Assistance
- (6) Owner Occupied Housing Rehabilitation
- (7) Rental Housing Rehabilitation
- (8) Senior Housing
- (9) Housing for Disabled Individuals
- (10) Fair Housing Services
- (11) Housing for Larger families

Funding for CDBG public service activities is capped at 15% of the City's annual allocation. Public service activities include but are not limited to:

- Employment services
- Code enforcement
- Education programs
- Services for senior citizens
- Economic development
- Crime prevention and public safety
- Child and youth services
- Public health and substance abuse
- Homeless services
- Recreational services

The remaining 85% of the CDBG annual allocation will be dedicated to public facilities, public improvement projects, and program administration. Public facilities and improvement activities include but are not limited to:

- Acquisition, construction, rehabilitation, or installation of public infrastructure
- Neighborhood facilities, including public schools, libraries, recreational facilities, parks and playgrounds
- Facilities for persons with special needs, such as facilities for the homeless or domestic violence shelters, nursing homes, and group homes for the disabled
- Removal of architectural barriers for persons with severe disabilities

Estimate of Available Funding

The County provided the following estimated allocation amounts of CDBG and HOME funds to be allocated to the City of Tracy in the FY 2025-2026 program year:

CDBG

Public Services Allocation (15%)	\$ 79,199
Public Improvements/Public Facilities	\$ 361,676
Program Administration	\$ 87,119
	Total \$ 527,994

HOME

Home Eligible Activities	Total \$ 143,836
--------------------------	------------------

The actual amounts available for allocation will be based on a final funding determination by HUD. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

Application Process and Submittals

A Notice of Funding Availability (NOFA) was published in the Tracy Press and online on December 27, 2024. Applications became available on the same date, with a submission deadline of 5 PM on January 31, 2025. On January 16, 2025, staff held an optional informational session for prospective applicants at City Hall. This session covered eligible activities, estimated funding pools, and the application process.

On January 31, 2025, eighteen (18) applications were received. The County subsequently submitted four (4) multi-city public service applications, increasing the total number of applications to twenty-two (22). Of these, seven (7) were deemed ineligible. Ineligible activities included applications containing non-reimbursable budget items and those submitted by individuals rather than non-profit organizations or government agencies, resulting in fifteen (15) eligible applications.

The number of eligible applications received per category is as follows:

CDBG Public Service: 14
CDBG Public Facilities: 1
HOME: 0

Of the fifteen (15) eligible applications received, twelve (12) are returning applicants and three (3) are new applicants when compared to the last application cycle.

Parks and Community Services Commission Recommendations

The eligible applications were received by the subcommittee on February 5, 2025, and the final scoring results were provided to staff on March 3, 2025.

On April 3, 2025, at a Commission meeting, the subcommittee's CDBG and HOME applicants' funding request and the subcommittee's funding allocation recommendation were presented. All fourteen (14) Public Service projects were funded based on the limits set within the funding allocation formula provided in Attachment C, hereto. After all Public Service allocations were made with the \$5,000 minimum allocation, there was a remaining \$555; this remaining amount was allocated to the applicant ranked 5th pursuant to the funding allocation formula.

The Public Facilities and Improvements category received one eligible application. After Grant Administration costs were delegated to the City, the remaining funds, \$361,676, were allocated to the City of Tracy's Pedestrian ADA Improvements project. The Commission's final recommendation was to move forward with the recommendations provided by the subcommittee.

FISCAL IMPACT

There is no fiscal impact to the City budget from this item. The City of Tracy, as a subrecipient of the County, estimates an allocated \$527,994 in CDBG funds for FY 2025 - 2026 for use by its selected grantees. Additionally, the City estimates an allocated \$143,836 in FY 2025-2026 HOME funds.

PUBLIC OUTREACH / INTEREST

Economic Development Division staff held an information meeting on CDBG and HOME in person and virtually at City Hall on January 16, 2025. This meeting provided insight into eligible activities, estimated funding pools, and application processes.

COORDINATION

Economic Development Division staff coordinated with Parks, Recreation, and Community Services staff and the Parks and Community Services Commission.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., 'CEQA') and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines') in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item supports several City strategic initiatives as follows:

City Council Strategic Priorities FY23-25

Priority 2 Quality of Life

Goal 4: Increase local affordable housing supply.

Priority 3 Economic Development

Goal: Support business attraction and retention activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a Public Hearing to adopt a Resolution to 1) approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment A hereto; 2) approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; 3) approve the allocation of the County-approved CDBG/HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

Prepared by: Alexandra Pineda, Economic Development Analyst
Jorge T. Barrera, J.D., Economic Development Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Award Allocation Recommendations
Attachment B – CDBG Subrecipient Agreement
Attachment C – Funding Allocation Formula
Attachment D – PowerPoint Presentation

Attachment A

City of Tracy
2025-2026 CDBG/HOME Parks & Community Services Commission Local Priority Rankings & Funding Recommendations

2025-2026 Funding Available to City of Tracy	
Total Estimated Allocation	\$671,830
CDBG Public Services	\$ 79,199.10
CDBG Public Improvements/Public Facilities	\$ 448,795.00
HOME	\$ 143,836.00

CDBG Public Services

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
Emergency Food Bank (Stockton Food Bank)	Mobile Farmers Market	(1) Food Distribution	\$ 8,544	\$ 8,544.00	\$ 8,544.00	\$ 8,544.00
SJ County Food Services Pool	Meals on Wheels	(1) Food Distribution	\$ 6,600	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Tracy Interfaith Ministries	Food Insecurity Prevention	(1) Food Distribution	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
SJ Fair Housing Foundation Inc	San Joaquin Fair Housing	(1) Food Distribution	\$ 5,500	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Tracy Community Connections Center	Community Shower and Laundry Program	(2) Homeless Prevention, Intervention	\$ 8,100	\$ 5,555.10	\$ 5,555.10	\$ 5,555.10
Community Partnerships of San Joaquin	Food Distribution	(1) Food Distribution	\$ 13,607	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Health Services Agency	Rental Assistance	(2) Homeless Prevention, Intervention	\$ 27,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
McHenry House Tracy Family Shelter	Portion of Night Supervisor's Salary /Family Crisis Intervention Program	(2) Homeless Prevention, Intervention	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Boys and Girls Club of Tracy	Inclusion Services	(3) Youth Education and Enrichment	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Prevail	Serenity House	(6) Domestic Violence Services	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
UNeed2	Food Entrepreneur Program	(5) Economic Development - Workforce Training Programs, Technical Business Assistance, etc	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tracy Earth Project, Inc.	Tracy Bike Life Youth Program	(3) Youth Education and Enrichment	\$ 9,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Sow a Seed	Bright Futures Youth Development Program - City of Tracy	(3) Youth Education and Enrichment	\$ 79,554	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tracy Seniors Association	Safe at Home/Transportation	(4) Senior and Special Needs	\$ 20,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
CDBG Public Services Request			\$ 240,905			\$ 79,199

CDBG Public Improvements/Public Facilities

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
City of Tracy	Grant Administration	Direct Allocation	\$ 87,119	\$ 87,119.00	\$ 87,119.00	\$ 87,119.00
City of Tracy	ADA Improvements	(3) Handicap Accessibility Improvements	\$ 398,330	\$ 361,676.00	\$ 361,676.00	\$ 361,676.00
CDBG Public Improvements/Facilities Request			\$ 485,449			\$ 448,795

HOME Program

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
There were no eligible applications.						

HOME Program Request: \$0

AGREEMENT BETWEEN THE CITY OF TRACY
AND _____
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2024-2025

THIS AGREEMENT entered into this ____ day of _____ 2024 by and between the City of Tracy (herein called the "Grantee") and _____. (herein called the "Subrecipient"). Grantee and Subrecipient are collectively referred to as the "Parties" or individually as "Party."

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the "Act"); and,

WHEREAS, The City of Tracy's City Council, on _____, authorized the City Manager to execute funding agreements with Subrecipients, under Resolution No. _____.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SUBRECIPIENT OBLIGATIONS.

A. Use of CDBG Funds. The Subrecipient will be responsible for administering a CDBG fiscal year 2024 - 2025 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the Project, and specific Project objectives, more specifically set forth in Exhibit A ("Project"). The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "**Budget**" attached hereto as Exhibit C and incorporated herein by reference.

B. National Objectives. The Subrecipient certifies that the Project activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, or 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any project, or portion thereof, that does not meet a national objective as defined above.

The SUBRECIPIENT hereby represents, warrants, and certifies that the Project activities carried out under this Agreement will meet the National Objective 570.201 (E).

C. Staffing. Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

For purposes of implementing this Agreement and monitoring Subrecipient's performance, Grantee will appoint a Project Liaison that will coordinate with the Subrecipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein.

F. Subrecipient Representations. Subrecipient hereby represents and warrants that:

1) it has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient;

2) is a nonprofit organization permitted to receive CDBG funds under the Act and related regulations; and

3) the use of the facility, the Project, and/or the expenses to be reimbursed by the CDBG funds, as described in the budget below are permitted uses of CDBG funds under the Act and the related regulations.

G. Federal Award Identification.

Federal award identification information regarding the funding provided to Subrecipient by this Agreement, as required by 24 CFR 200.331, is included in **Exhibit B**, attached hereto and incorporated herein.

II. TERM.

Unless earlier terminated as provided for herein, the term of this Agreement shall start on the first Day of July, 2024 and expire on the 30th day of June 2025 (the "**Term**"). The Term shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the Project Budget and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to the Project Budget in writing.

IV. DISBURSEMENT OF CDBG FUNDS.

A. Maximum Amounts. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____ **Dollars (\$ AMOUNT) For Public Improvements/Public Services**. CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the Budget.

B. Disbursement Procedure. Not more frequently than monthly and no less than quarterly, Subrecipient shall submit an invoice to Grantee, in a form acceptable to the Grantee, setting forth the amounts actually expended by Subrecipient for the Project. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each

budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the Grantee, including, but not limited to, paid receipts for each expense.

C. Conditions of Disbursement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any Project, or portion thereof, that does not meet a national objective as defined above.

D. Account Management Standards. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

V. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Midori Lichtwardt	Name
City Manager	Title
City of Tracy	Organization
333 Civic Center Drive	Address
Tracy, CA 95376	City, State, Zip Code
O: 209-831-6115	O: XXX-XXX-XXXX
F: 209-831-6120	F: XXX-XXX-XXXX

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

VI. SPECIAL CONDITIONS

Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including but not limited to Subpart K of 24 CFR Part 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to 2 CFR Part 200. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Grantee.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, liabilities, costs and expenses (including attorneys' fees) and judgments whatsoever that arise out of or in connection with, either directly or indirectly, the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance

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

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

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

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

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

5. **Endorsements.** Subrecipient shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

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

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

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

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

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body, if necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein after Grantee provides notice and a

reasonable opportunity to cure; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21-28, 2 CFR Part 200 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 230 "Cost Principles for Non-Profit Organizations," or 2 CFR Part 215-220 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and additionally outline in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84.21-28 and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-313 as applicable, and 24 CFR 570.201(b), 570.505 and 570.503(b)(7) also refer to CPD Notice 17-09, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved

under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, attached herein as Exhibit D on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Additionally, the Subrecipient will forward a copy of the inventory records to the Grantee after acquiring equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.318-345. Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 2 CFR Part 200.313 (3)(b),(c), and (e), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The

Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. Subrecipient may not subcontract any portion of this agreement or the project without the prior written consent of Grantee.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Subrecipient for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign, subcontract or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XVII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by undertaking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the subrecipient's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. MISCELLANEOUS

A. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

B. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be the state and federal courts located in San Joaquin County, California.

C. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorney fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

D. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply

E. Integration.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

Midori Lichtwardt
City Manager
City of Tracy

Name
Title (CEO)
Organization

Name
Title (CFO)
Organization

APPROVED AS TO FORM

Bijal Patel
City Attorney

EXHIBIT A

PROJECT

1. Project Description

2. Specific Project Objectives

Objective

Allocation

(A) Project Name

\$ AMOUNT

EXHIBIT B

FEDERAL AWARD IDENTIFICATION INFORMATION

- i) Subrecipient's name:
- ii) Subrecipient's Unique Entity Identifier (UEI):
- iii) Federal Award Identification Number (FAIN):
- iv) Federal Award Date: 7/1/2024
- v) Subaward Period of Performance Start and End Date: 7/1/2024-6/30/2025
- vi) Amount of Federal Funds Obligated by this action by the CITY entity to the Participant:
- vii) Total Amount of Federal Funds Obligated to the Participant by the CITY including the current obligation:
- viii) Total Amount of the Federal Award committed to the Participant by the CITY:
- ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- x) Name of Federal awarding agency: US Department of Housing and Urban Development
- xi) Contact information for CITY official responsible for awarding funding:
Joseph Viorge-Koide
Acting Management Analyst
Joseph.Viorge-Koide@cityoftracy.org
(209)831-6489
- xii) CFDA Number and Name:
- xiii) Identification of whether the award is R&D:
- xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 24 CFR 200.414 Indirect (F&A) costs):

EXHIBIT C

PROJECT BUDGET

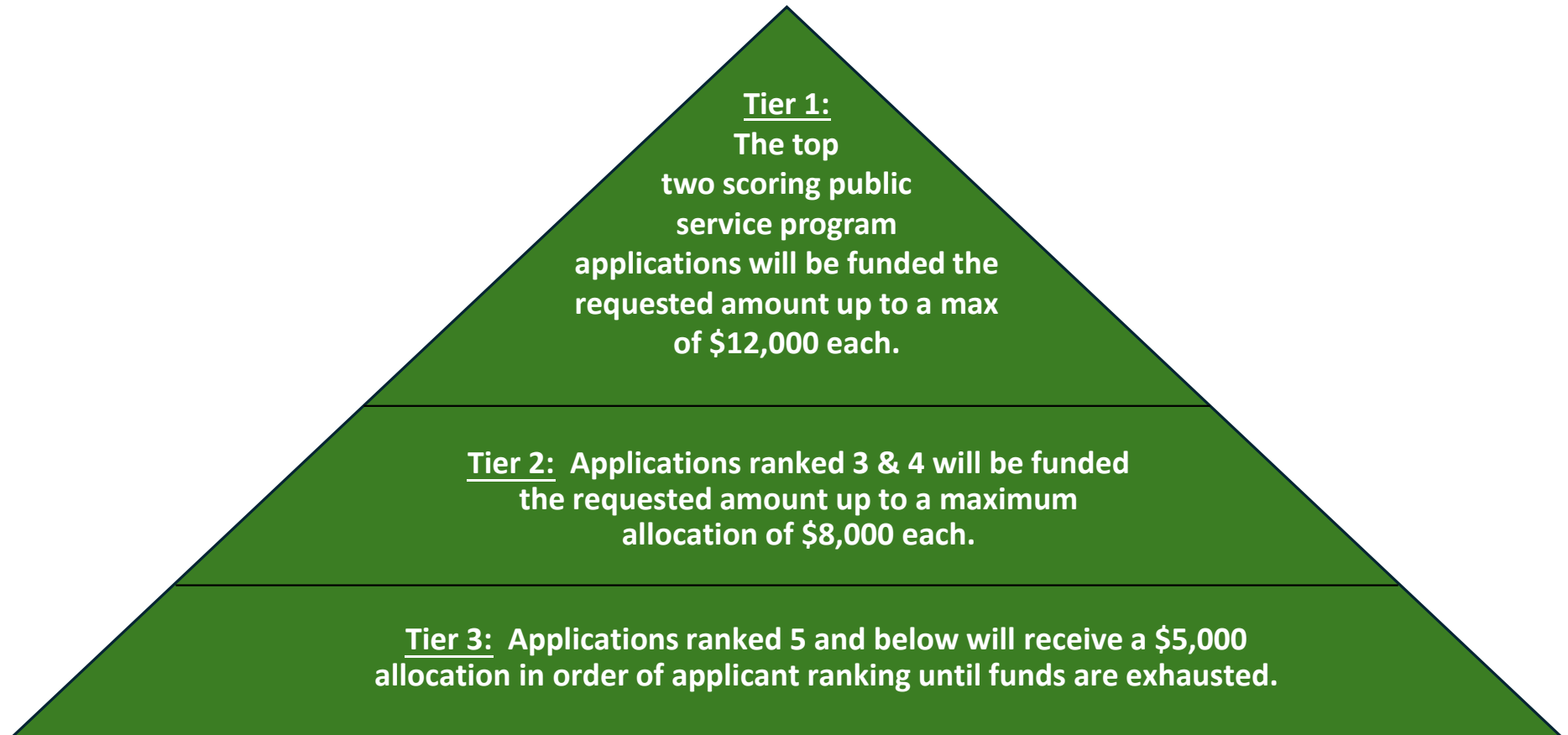
Line Item: _____ Amount:

Salaries
Fringe
Office Space (Program Only)
Utilities
Communications
Reproduction/Printing
Supplies and Materials
Mileage
Audit
Other (program implementation)
Indirect costs (specify) _____
TOTAL \$

EXHIBIT D

Quarterly Subrecipient Activity Report

(See Attached)



TRACY CITY COUNCIL
RESOLUTION 2025-_____

APPROVING 1) THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AWARD ALLOCATION RECOMMENDATIONS, 2) THE APPROPRIATION TO THE CITY OF TRACY ECONOMIC DEVELOPMENT DIVISION OF THE TOTAL CDBG AND HOME AWARD FUNDS TO BE DETERMINED BY SAN JOAQUIN COUNTY, 3) THE ALLOCATION OF THE COUNTY-APPROVED CDBG AND HOME AWARD FUNDS TO THE SUBRECIPIENTS IN ACCORDANCE WITH AWARD ALLOCATION RECOMMENDATIONS PROVIDED IN EXHIBIT 1, AND 4) AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO SIGN THE CDBG SUBRECIPIENT AGREEMENTS (EXHIBIT 2) AND OTHER IMPLEMENTING DOCUMENTS.

WHEREAS, CDBG and HOME funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, the City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated \$527,994 in CDBG funds and \$143,836 in HOME funds for FY25-26; and

WHEREAS, on April 3, 2025, the Parks and Community Services Commission conducted a public meeting to consider subrecipient award applications from various public service non-profit organizations and made priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria; and

WHEREAS, based on the subrecipient grant award applications and the public meeting conducted by the Parks and Community Services Commission on April 3, 2025, staff prepared a list of recommended subrecipient awards attached hereto as Exhibit 1 – (Award Allocation Recommendations); and

WHEREAS, the entities (“Awardees”) receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (Exhibit 2) is attached to the staff report accompanying this resolution; and

WHEREAS, the City Council must approve the Recommended Awards for the County of San Joaquin to ultimately approve the Recommended Awards and CDBG and HOME funds on a reimbursement basis; and

WHEREAS, the City Council conducted a public hearing on May 6, 2025, to consider the Recommended Awards and allocations of CDBG and HOME funds for FY25-26; now, therefore be it

RESOLVED: That the City Council of Tracy approves the Recommended Awards of CDBG and HOME grant funds in Exhibit 1 hereto, subject to ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approves the appropriation to the City of Tracy Economic Development Division of the total amount of CDBG and HOME grant funds upon ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approve the allocation of the County-approved CDBG and HOME grant funds to the Awardee in accordance with Award Recommendations provided in Exhibit 1 hereto, subject to approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Manager, or her designee, is authorized to sign Funding Agreements and other implementing documents of these programs in accordance with Award Recommendations provided in Exhibit 1 on behalf of the City; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds the action(s) approved by this Resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§15000 et seq., "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §§15378); and further finds that to the extent these actions seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §§15061 (b)(3)).

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th day of May 2025 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – Award Allocation Recommendations
Exhibit 2 – CDBG Subrecipient Agreement

Exhibit 1

City of Tracy
2025-2026 CDBG/HOME Parks & Community Services Commission Local Priority Rankings & Funding Recommendations

2025-2026 Funding Available to City of Tracy	
Total Estimated Allocation	\$671,830
CDBG Public Services	\$ 79,199.10
CDBG Public Improvements/Public Facilities	\$ 448,795.00
HOME	\$ 143,836.00

CDBG Public Services

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
Emergency Food Bank (Stockton Food Bank)	Mobile Farmers Market	(1) Food Distribution	\$ 8,544	\$ 8,544.00	\$ 8,544.00	\$ 8,544.00
SJ County Food Services Pool	Meals on Wheels	(1) Food Distribution	\$ 6,600	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Tracy Interfaith Ministries	Food Insecurity Prevention	(1) Food Distribution	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
SJ Fair Housing Foundation Inc	San Joaquin Fair Housing	(1) Food Distribution	\$ 5,500	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Tracy Community Connections Center	Community Shower and Laundry Program	(2) Homeless Prevention, Intervention	\$ 8,100	\$ 5,555.10	\$ 5,555.10	\$ 5,555.10
Community Partnerships of San Joaquin	Food Distribution	(1) Food Distribution	\$ 13,607	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Health Services Agency	Rental Assistance	(2) Homeless Prevention, Intervention	\$ 27,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
McHenry House Tracy Family Shelter	Portion of Night Supervisor's Salary /Family Crisis Intervention Program	(2) Homeless Prevention, Intervention	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Boys and Girls Club of Tracy	Inclusion Services	(3) Youth Education and Enrichment	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Prevail	Serenity House	(6) Domestic Violence Services	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
UNeed2	Food Entrepreneur Program	(5) Economic Development - Workforce Training Programs, Technical Business Assistance, etc	\$ 12,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tracy Earth Project, Inc.	Tracy Bike Life Youth Program	(3) Youth Education and Enrichment	\$ 9,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Sow a Seed	Bright Futures Youth Development Program - City of Tracy	(3) Youth Education and Enrichment	\$ 79,554	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Tracy Seniors Association	Safe at Home/Transportation	(4) Senior and Special Needs	\$ 20,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
			CDBG Public Services Request	\$ 240,905		\$ 79,199

CDBG Public Improvements/Public Facilities

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
City of Tracy	Grant Administration	Direct Allocation	\$ 87,119	\$ 87,119.00	\$ 87,119.00	\$ 87,119.00
City of Tracy	ADA Improvements	(3) Handicap Accessibility Improvements	\$ 398,330	\$ 361,676.00	\$ 361,676.00	\$ 361,676.00
			CDBG Public Improvements/Facilities Request	\$ 485,449		\$ 448,795

HOME Program

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee Recommended Funding	Commission Recommended Funding	Recommendation to Council
There were no eligible applications.						

HOME Program Request: \$0

AGREEMENT BETWEEN THE CITY OF TRACY
AND _____
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2024-2025

THIS AGREEMENT entered into this ____ day of _____ 2024 by and between the City of Tracy (herein called the "Grantee") and _____. (herein called the "Subrecipient"). Grantee and Subrecipient are collectively referred to as the "Parties" or individually as "Party."

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the "Act"); and,

WHEREAS, The City of Tracy's City Council, on _____, authorized the City Manager to execute funding agreements with Subrecipients, under Resolution No. _____.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SUBRECIPIENT OBLIGATIONS.

A. Use of CDBG Funds. The Subrecipient will be responsible for administering a CDBG fiscal year 2024 - 2025 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the Project, and specific Project objectives, more specifically set forth in Exhibit A ("Project"). The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "**Budget**" attached hereto as Exhibit C and incorporated herein by reference.

B. National Objectives. The Subrecipient certifies that the Project activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, or 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any project, or portion thereof, that does not meet a national objective as defined above.

The SUBRECIPIENT hereby represents, warrants, and certifies that the Project activities carried out under this Agreement will meet the National Objective 570.201 (E).

C. Staffing. Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

For purposes of implementing this Agreement and monitoring Subrecipient's performance, Grantee will appoint a Project Liaison that will coordinate with the Subrecipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein.

F. Subrecipient Representations. Subrecipient hereby represents and warrants that:

1) it has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient;

2) is a nonprofit organization permitted to receive CDBG funds under the Act and related regulations; and

3) the use of the facility, the Project, and/or the expenses to be reimbursed by the CDBG funds, as described in the budget below are permitted uses of CDBG funds under the Act and the related regulations.

G. Federal Award Identification.

Federal award identification information regarding the funding provided to Subrecipient by this Agreement, as required by 24 CFR 200.331, is included in **Exhibit B**, attached hereto and incorporated herein.

II. TERM.

Unless earlier terminated as provided for herein, the term of this Agreement shall start on the first Day of July, 2024 and expire on the 30th day of June 2025 (the "**Term**"). The Term shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the Project Budget and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to the Project Budget in writing.

IV. DISBURSEMENT OF CDBG FUNDS.

A. Maximum Amounts. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____ **Dollars (\$ AMOUNT) For Public Improvements/Public Services**. CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the Budget.

B. Disbursement Procedure. Not more frequently than monthly and no less than quarterly, Subrecipient shall submit an invoice to Grantee, in a form acceptable to the Grantee, setting forth the amounts actually expended by Subrecipient for the Project. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each

budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the Grantee, including, but not limited to, paid receipts for each expense.

C. Conditions of Disbursement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any Project, or portion thereof, that does not meet a national objective as defined above.

D. Account Management Standards. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

V. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Midori Lichtwardt	Name
City Manager	Title
City of Tracy	Organization
333 Civic Center Drive	Address
Tracy, CA 95376	City, State, Zip Code
O: 209-831-6115	O: XXX-XXX-XXXX
F: 209-831-6120	F: XXX-XXX-XXXX

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

VI. SPECIAL CONDITIONS

Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including but not limited to Subpart K of 24 CFR Part 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to 2 CFR Part 200. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Grantee.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, liabilities, costs and expenses (including attorneys' fees) and judgments whatsoever that arise out of or in connection with, either directly or indirectly, the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance

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

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

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

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

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

5. **Endorsements.** Subrecipient shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

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

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

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

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

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body, if necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein after Grantee provides notice and a

reasonable opportunity to cure; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21-28, 2 CFR Part 200 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 230 "Cost Principles for Non-Profit Organizations," or 2 CFR Part 215-220 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and additionally outline in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84.21-28 and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-313 as applicable, and 24 CFR 570.201(b), 570.505 and 570.503(b)(7) also refer to CPD Notice 17-09, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved

under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, attached herein as Exhibit D on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Additionally, the Subrecipient will forward a copy of the inventory records to the Grantee after acquiring equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.318-345. Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 2 CFR Part 200.313 (3)(b),(c), and (e), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The

Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. Subrecipient may not subcontract any portion of this agreement or the project without the prior written consent of Grantee.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Subrecipient for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign, subcontract or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XVII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by undertaking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the subrecipient's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. MISCELLANEOUS

A. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

B. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be the state and federal courts located in San Joaquin County, California.

C. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorney fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

D. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply

E. Integration.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

Midori Lichtwardt
City Manager
City of Tracy

Name
Title (CEO)
Organization

Name
Title (CFO)
Organization

APPROVED AS TO FORM

Bijal Patel
City Attorney

EXHIBIT A

PROJECT

1. Project Description

2. Specific Project Objectives

Objective

Allocation

(A) Project Name

\$ AMOUNT

EXHIBIT B

FEDERAL AWARD IDENTIFICATION INFORMATION

- i) Subrecipient's name:
- ii) Subrecipient's Unique Entity Identifier (UEI):
- iii) Federal Award Identification Number (FAIN):
- iv) Federal Award Date: 7/1/2024
- v) Subaward Period of Performance Start and End Date: 7/1/2024-6/30/2025
- vi) Amount of Federal Funds Obligated by this action by the CITY entity to the Participant:
- vii) Total Amount of Federal Funds Obligated to the Participant by the CITY including the current obligation:
- viii) Total Amount of the Federal Award committed to the Participant by the CITY:
- ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- x) Name of Federal awarding agency: US Department of Housing and Urban Development
- xi) Contact information for CITY official responsible for awarding funding:
Joseph Viorge-Koide
Acting Management Analyst
Joseph.Viorge-Koide@cityoftracy.org
(209)831-6489
- xii) CFDA Number and Name:
- xiii) Identification of whether the award is R&D:
- xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 24 CFR 200.414 Indirect (F&A) costs):

EXHIBIT C

PROJECT BUDGET

Line Item: _____ Amount:

Salaries
Fringe
Office Space (Program Only)
Utilities
Communications
Reproduction/Printing
Supplies and Materials
Mileage
Audit
Other (program implementation)
Indirect costs (specify) _____
TOTAL \$

EXHIBIT D

Quarterly Subrecipient Activity Report

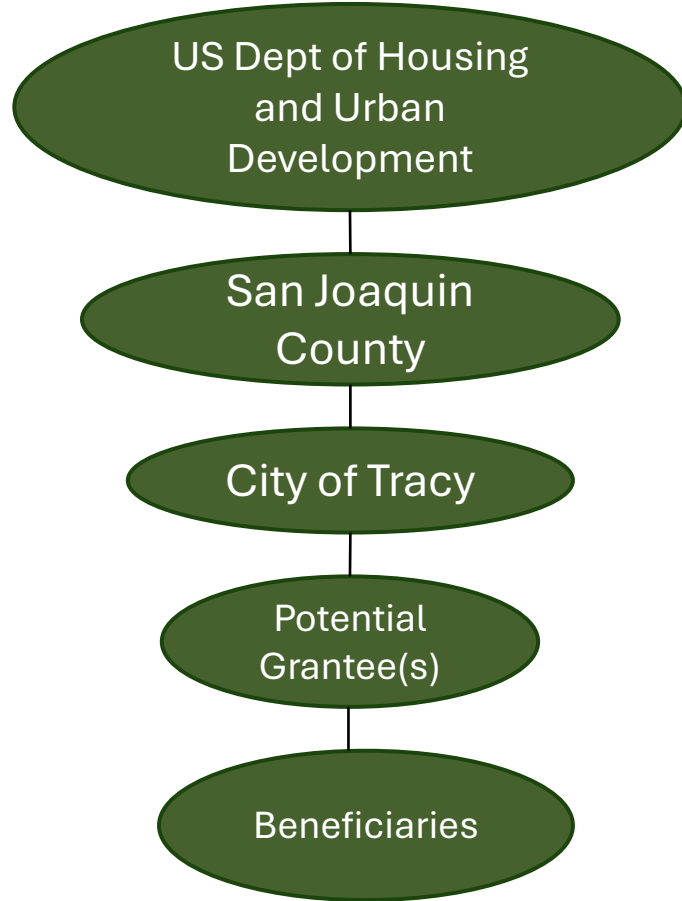
(See Attached)



**Community Development Block Grant &
Home Investment Partnership Program
FY25-26 Award Allocation Recommendations**

May 6, 2025

Program Background



- Community Development Block Grant (CDBG)
- Home Investment Partnerships Program (HOME)



CDBG & HOME Background

November
2010

City Council directed the establishment of PCS to evaluate CDBG and HOME applications and funding allocation recommendations

November
2016

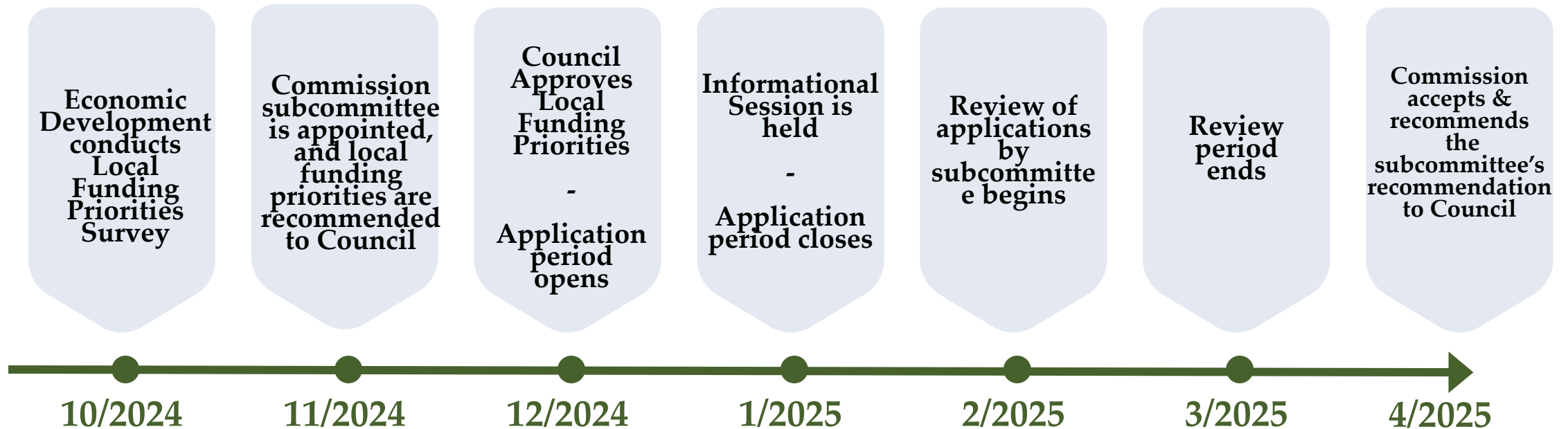
Local funding priorities system is adopted into CDBG and HOME application review processes

December
2018

Parks Commission adopts the CDBG Public Service Funding Formula




CDBG & HOME FY25-26 Timeline



Applications Received and Reviewed

- A total of 22 applications were received.
- Eligible applications:
 - CDBG Public Service: 14
 - CDBG Public Facilities: 1
 - HOME: 0



CITY OF TRACY
FY 2025-2026
CDBG / HOME APPLICATION SCORING SHEET RUBRIC

CDBG Scoring Rubric	
Question	Points
Local Priorities Based on Community Need/Benefit (Choose only one Category)	
CDBG Public Services Categories <u>ONLY</u>	7 = Food Distribution Services 6 = Homelessness Prevention, Intervention and Transitional Housing Services 5 = Youth Education and Enrichment Activities 4 = Senior and Special Needs Services 3 = Economic Development – Workforce Training Programs/Technical Business Assistance and Training 2 = Domestic Violence Services 1 = Economic Development – Support and Expansion of Micro-Businesses (less than five employees)
CDBG Public Facilities/Improvements Category <u>ONLY</u>	3 = Public Parks and Facilities, e.g., community centers, libraries, parks, etc. 2 = Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc. 1 = Handicap Accessibility Improvements (ADA)
HOME Program <u>ONLY</u>	11 = Homeless Shelters 10 = Accessibility Improvements 9 = Affordable Housing 8 = Traditional Housing 7 = Homeownership Assistance 6 = Owner Occupied Housing Rehabilitation 5 = Rental Housing Rehabilitation 4 = Senior Housing 3 = Housing for Disabled Individuals 2 = Fair Housing Services 1 = Housing for Larger families
Section I. General Information (p.3)	
Name of Entity or Organization	Award Maximum points if this section is completed.
Title of Proposed Project	Award Maximum points if this section is completed.
Amount of Grant Funds Requested	Award Maximum points if this section is completed.
Total Project Cost	Award Maximum points if this section is completed.
Requested funds from other cities	Award Maximum points if this section is completed.
Section II. Project Information (p.4)	
A. Project Narrative	
1. Project Description	Excellent (3 points) = A detailed description of project is provided (work to be performed, project to be undertaken, or services to be provided).



CDBG Local Priorities

Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention, and Transitional Housing Services
- (3) Youth Education and Enrichment Activities
- (4) Senior and Special Needs Services
- (5) Economic Development – Workforce Training Programs/Technical Business Assistance and Training
- (6) Domestic Violence Services
- (7) Economic Development – Support and Expansion of Micro-Businesses (less than 5 employees)

Public Facilities & Improvements Category:

- (1) Public Parks and Facilities
- (2) Local Infrastructure Improvements
- (3) Handicap Accessibility Improvements



HOME Local Priorities

- 1) Homeless Shelters
- 2) Accessibility Improvements
- 3) Affordable Housing
- 4) Traditional Housing
- 5) Homeownership Assistance
- 6) Owner Occupied Housing Rehabilitation
- 7) Rental Housing Rehabilitation
- 8) Senior Housing
- 9) Housing for Disabled Individuals
- 10) Fair Housing Services
- 11) Housing for Larger Families



Program Allocation Breakdown

Community Development Block Grant (CDBG)

- 2025-26 Estimated Allocation: \$527,994
 - Public Services = \$79,199.10 (capped at 15%)
 - \$5,000 minimum award amount/No maximum
 - Grant Administration = \$87,119
 - To cover a portion of the funding for staff dedicated to CDBG/HOME program administration
 - Public Facilities = \$361,676
 - \$150,000 minimum award amount / \$2M maximum

HOME Investment Partnership Program (HOME)

- 2024-25 Estimated Allocation: \$143,836



Funding Allocation Formula for Public Service Grants

Tier 1:
The top two scoring public service program applications will be funded the requested amount up to a max of \$12,000 each.

Tier 2 : Applications ranked 3 & 4 will be funded the requested amount up to a maximum allocation of \$8,000 each.

Tier 3 Applications ranked 5 and below will receive a \$5,000 allocation in order of applicant ranking until funds are exhausted.



Public Service Award Recommendations

APPLICANT	PROJECT TITLE	LOCAL FUNDING PRIORITY	FUNDING REQUEST	SUBCOMMITTEE RECOMMENDED FUNDING	COMMISSION RECOMMENDED FUNDING	RECOMMENDATION TO COUNCIL
Stockton Food Bank	Mobile Farmer's Market	(1) Food Distribution	\$8,544	\$8,544	\$8,544	\$8,544
SJ County Food Services Pool	Meals on Wheels	(1) Food Distribution	\$6,600	\$6,600	\$6,600	\$6,600
Tracy Interfaith Ministries	Food Insecurity Prevention	(1) Food Distribution	\$15,000	\$8,000	\$8,000	\$8,000
SJ Fair Housing Foundation Inc	San Joaquin Fair Housing	(1) Food Distribution	\$5,500	\$5,500	\$5,500	\$5,500
Tracy Community Connections Center	Community Shower and Laundry Program	(2) Homeless Prevention, Intervention	\$8,100	\$5,555.10	\$5,555.10	\$5,555.10
Community Partnership of San Joaquin	Food Distribution	(1) Food Distribution	\$13,607	\$5,000	\$5,000	\$5,000

Public Service Award Recommendations

APPLICANT	PROJECT TITLE	LOCAL FUNDING PRIORITY	FUNDING REQUEST	SUBCOMMITTEE RECOMMENDED FUNDING	COMMISSION RECOMMENDED FUNDING	RECOMMENDATION TO COUNCIL
SJ County Health Services Agency	Rental Assistance	(2) Homeless Prevention, Intervention	\$27,000	\$5,000	\$5,000	\$5,000
McHenry House	Portion of Night Supervisor's Salary	(2) Homeless Prevention, Intervention	\$12,000	\$5,000	\$5,000	\$5,000
Boys and Girls Club of Tracy	Inclusion Services	(3) Youth Education and Enrichment	\$12,000	\$5,000	\$5,000	\$5,000
Prevail	Serenity House	(6) Domestic Violence Services	\$12,000	\$5,000	\$5,000	\$5,000
UNeed2	Food Entrepreneur Program	(5) Economic Development – Workforce Training Programs, etc.	\$12,000	\$5,000	\$5,000	\$5,000
Tracy Earth Project	Tracy Bike Life Youth Program	(3) Youth Education and Enrichment	\$9,000	\$5,000	\$5,000	\$5,000
Sow a Seed	Bright Futures Youth Development	(3) Youth Education and Enrichment	\$79,544	\$5,000	\$5,000	\$5,000
Tracy Seniors Association	Safe at Home/Transportation	(4) Senior and Special Needs	\$20,000	\$5,000	\$5,000	\$5,000

Public Facilities and HOME Funding Recommendations

Public Facilities

APPLICANT	PROJECT TITLE	LOCAL FUNDING PRIORITY	FUNDING REQUEST	SUBCOMMITTEE RECOMMENDED FUNDING	COMMISSION RECOMMENDED FUNDING	RECOMMENDATION TO COUNCIL
City of Tracy	Pedestrian ADA Improvements	(3) Handicap Accessibility Improvements	\$398,330	\$361,676	\$361,676	\$361,676
City of Tracy	Administration	DIRECT	\$87,119	\$87,119	\$87,119	\$87,119

HOME

- No eligible applications were submitted.

Recommendation

Staff recommends that the City Council conduct a Public Hearing to adopt a resolution to:

- 1) Approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment A of the Staff Report here
- 2) Approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County;
- 3) Approve the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A of the Staff Report
- 4) Authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents



Agenda Item 3.C

RECOMMENDATION

The Tracy Finance Committee recommends that (1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion, (2) adopt a resolution (A) approving and adopting, effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescinding, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule.

EXECUTIVE SUMMARY

As part of the consolidated Citywide Master Fee Schedule update, administrative clerical adjustments and clarifications have been made, such as updating language including Appendix, Fee Names, and Table of Contents, as well as deleting programs that are no longer offered, and adding new programs and fees.

Included in this update is the annual adjustment for inflation. Citywide fees have been adjusted by 2.4%. The rates are based on the Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Metropolitan Area from December-December of the prior year, December 2023-2024, 2.4%. Exceptions to this adjustment are those fees that are legislatively set, are set by contractors providing a service, or are traditionally not increased in deference to program affordability (primarily recreation programs, and cultural arts programs).

This item was previously reviewed and recommended for consideration by the Finance Committee on April 29, 2025.

BACKGROUND AND LEGISLATIVE HISTORY

In May 2011, the City Council consolidated Citywide fees in a master schedule, centralizing fees in a single document. This action established consistency and clarity regarding the fee update process, which included an automatic cost of living adjustment.

The proposed Schedule reflects fees charged for City services. It **does not** include the following types of fees and charges, each separately adopted in compliance with applicable law:

- Development impact fees adopted under the Mitigation Fee Act
- Mitigation fees (i.e., habitat and agricultural mitigation fees)
- Business license fees (taxes)
- Enterprise fund charges for services (water, sewer, storm water, airport, transit)
- Fees adopted under franchise agreements and applicable state laws (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid and yard waste, and recycling under TMC Chapter 5.20)
- Landscape Maintenance District (special assessments)

- Fines (imposed as penalties)
- Leases and facility and equipment rental rates for the use of City property
- Rates established by separate agreements (i.e., Tracy Unified School District and performance artists)

ANALYSIS

Proposed FY25/26 Master Fee Schedule - New Fees and Corrections

The following list details the modifications to the proposed FY25/26 Master Fee Schedule:

New Fees:

City Manager's Office – Communications

- Post Production Services- New services offered
 - Photo Editing and retouching
 - Voice-over Services
 - DAW with editor
- Flypack with 2 crew – Adding fee back to the schedule at half the rate with half the staff

Community & Economic Development – Building Division

- Partial Permit Issuance-
 - Revisions – New fee to account for processing time

Police Department

- Police Photo-
 - CD – New fee at cost
 - Thumb drive – New fee at cost

Police Department – Animal Services

- Microchip – New fee at cost, missing in prior years

Public Works – Utilities

- Utilities Turn On/Off – Added from PW fees
- Radio Read Devices (Flexnet) – New fee at cost

Public Works – Engineering

- Inspection-
 - Reinspection fee – New fee

Parks Recreation and Community Services – Recreation Division

- Special Interest-
 - 4 class categories added – Fees vary from daily, weekly, monthly
- Seniors-
 - Senior Mat Yoga – New fee set by contractor
 - Cooking Class – New fee set by benchmarks from other agencies
- Athletics-

- Adult/Youth Home Run Derby – New fee, pilot program, benchmark rates
- Youth Sports-
 - Tracy Tots Baby Gym – Min & Max rates separated
 - Maximum fee added – Benchmark rates
- Aquatics-
 - Aqua Arthritis – New fee set by contractor
 - Competitive Swim – New fee set by benchmarks
- Community Events –
 - Food Vendor/Truck Entry – New fees based on comparable cities – Permitted event

Parks, Recreation and Community Services – Community Facilities

- Airport Hangar Rentals-
 - Tie-Down fee added – Fees set by market rate study
- Transit Station-
 - Electric Vehicle Charging Rates – Session and Use fee added, fees set by charging station cost matrix
- Tracy Civic Center-
 - Fountain Plaza added – New fees set at 50% of current park rental rates
- Parking Lot Rental-
 - Vehicle Access Pass – New fee based on benchmarks from other agencies
- Lolly Hansen Senior Center-
 - Cleaning Fee added – Actual cost of janitorial contractor's invoice
- Sports Facilities-
 - Unauthorized Permit Use –
 - New fees for 1st, 2nd & 3rd Occurrences added per Parks & Community Services Commission
 - No Show Occurrence –
 - New fees for 1st, 2nd & 3rd Occurrences added per Parks & Community Services Commission
 - Daily Fee Tournaments (Standard Fields) – Commercial Classification added
 - Daily Fee Tournaments (Premium Fields) – Commercial Classification added
 - Gate Fee – Local League Games
 - Softball Field Preparations –
 - New fee – Chalking – Fee based on benchmarks from other agencies

Administrative Corrections and Clarifications:

City Manager's Office – City Clerk

- Document Cert – Remove. Fee not being utilized.
- Duplicating Recording of Public Meetings- Service will no longer be offered. City will be utilizing digital delivery only. Current service is time consuming for staff, takes up physical storage space and utilizes an outdated computer. Digital delivery is much quicker, utilizes zero storage and does not require any additional service subscriptions while also saving staff time.

- Notary Fee- Remove fee. Notary service is an internal service and is not provided to the public.

City Manager's Office – Communications

- Video Production – Update fee language, add “Photography”
 - Single Camera - Remove “High Definition”
 - City Council Chamber Recording – Change to “7 Full High Definition” Cameras
- Post Production Services-
 - Editing Suite – Add “Video”
- General Crew Services-
 - City staff – Removed “PT” to include the FT staff
- Misc. Services-
 - Additional cameras – Remove “High Definition”

Community & Economic Development – Planning Division

- Reasonable Accommodation – Remove fee as it's causing governmental constraint

Community & Economic Development – Building Division

- Post Fire/Impact Pre-Permit Inspection – Add “Impact” to the language
- Fire Flow Test Permit – Increase fee per consultant increase

Police Department – Animal Services

- Rabies vaccination Voucher – Fee based on actual veterinarian charges

Public Works – Operations

- Utilities Turn On/Off – Remove from Public Works and add to Utilities

Public Works – Engineering

- Legal Description – Fee name description updated to add “right of way dedication/easement dedication”
- Encroachment Permits- Fee type language updated

Parks Recreation and Community Services – Recreation Division

- Special Interest-
 - Multiple classes removed – Organizing classes by category rather than individual offerings to align consistency with Grand Theatre structure.
- Youth & Teens-
 - Updated fee language – “Teens”
- SAFE (Teen After School Program)-
 - Removed - Program no longer offered
- Youth Development-
 - All Recreation on Campus (after school) offerings removed – Program no longer offered
- Senior Trips-
 - Update fee language – Remove resident/non-resident
- Youth Sports-
 - Update fee language –
 - Basketball - Remove “Youth Hoops”

- Football - Add "Operated by City Staff"
- Aquatics-
 - Intro to Lifesaving – Removed, program no longer offered
 - Lifeguard Cert – Update class title per American Red Cross
 - Lifeguard Instructor Cert – Update class title per American Red Cross
 - Water Safety Instructor Cert- Update class title per American Red Cross
- Community Events – Update fee language, change title align with division name

Parks, Recreation and Community Services – Community Facilities

- Multiple Facility Deposits – Increases due to rental damages and aligns with surrounding cities
- Community Center Rentals-
 - Updated fee name – "Main Hall or Entire Facility"
- Mobile Stage Rental-
 - Updated Fee language – Set Up (36' x 14')
- Tennis Court Rental-
 - Updated Fee type language – Per court
- Sports Facilities-
 - Unauthorized Permit Use –
 - Minimum and Maximum language removed
 - No Show Occurrence –
 - Minimum and Maximum language removed
 - Storage Container License – Fees corrected (lowered) due to previous error
 - Gate Fee – Tournaments – Increased to accommodate additional City staff
 - Softball Field Preparations –
 - Update to fee language – Light Watering, Minor Dragging, Full Field Prep
- Joe Wilson Pool-
 - Deposits – Fee updated to align with other facility deposits
- Parades on Downtown Streets-
 - Remove Standard and Long Parade fees and consolidate one single Parade Fee based on the current Short Parade rate, keeping fees affordable for non-profit organizations and streamlining classifications

City Manager's Office – Grand Theatre

- Increases are not recommended at this time – Previous years CPI increases have resulted in ongoing complaints and lost revenue
- Increases are recommended for the following:
 - Labor fees – CPI recommended on all:
 - Security personnel – Increase fee to average expense
 - Additional fees –
 - Janitorial Fees - Increase fees to actual expense

In May 2022, the NBS User Fee Study was completed, and feedback was provided to staff. The fees examined in the Study and the fees presented on the Schedule exclude development impact fees, enterprise fund charges (i.e. water, sewer, storm water,

airport, and transit), special tax assessments, and rates established by separate agreements (e.g., Tracy Joint Unified School District and performance artists) all of which fall under different procedural requirements from the body of user/regulatory fees analyzed in the Study. Additionally, the Study excluded facility and equipment rental rates, as well as most fines and penalties imposed by the City for violations to its requirements or codes.

In May 2024, the City Council adopted the Citywide Master Fee Schedule, reflecting a cost recovery target of 71% with amendments. When considering the City's goals pertaining to ensuring short and long-term fiscal health and providing affordable City programming that bolsters quality of life, City staff recommends for Council's consideration the fee amounts with the 2.4% inflationary increase as presented in the Schedule.

The City of Tracy shall continue to amend the Master Fee Schedule on an annual basis and, in keeping with Council's actions, apply an automatic inflationary adjustment calculated since the fees were last set, except for: (1) Recreation fees (2) Cultural Arts and Grand Theatre fees; and (3) other fees set by applicable state or federal legislation. These inflationary adjustments have historically been applied to the fees, which were then rounded to the nearest dollar except where cents are already used.

The adoption of this Schedule is permitted under the California Constitution, Article XIIC, including the exceptions under Article XIIC, Section 1(e). The City has given notice of the proposed Schedule update as required by Government Code Section 66016 to interested parties who filed a written request for such notice with the City. Notice has also been given by publication, pursuant to Government Code Sections 66018 and 6062a.

FISCAL IMPACT

The City is currently recovering approximately 71% of the total costs associated with providing fee related services. The proposed Master Fee Schedule includes a 2.4% inflationary increase, and reduces fees charged to non-profits. With these proposed changes, the City expects to recover approximately 70% of the total costs associated with providing fee related services. The annual update of the schedule is aimed to align City fees with the cost of providing services, however, consideration is given to balance the cost of services with costs that are affordable to the community.

The fees as shown in the Schedule, if approved, will go into effect on July 1, 2025 with the exception of Community and Economic Development fees which are effective July 7, 2025.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategic Plan, Goal 3: "Ensure Short and Long-Term Financial Sustainability."

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommend that (1) the City Council conduct a Public Hearing for City Council to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion, (2) adopt a resolution (A) approving and adopting, effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescinding, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule.

Prepared by: Sara Remonda, Financial Analyst
Sara Castro, Director of Finance

Reviewed by: Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved By: Midori Lichtwardt, City Manager

ATTACHEMENTS:

Attachment A: Master Fee Schedule
Attachment B: PowerPoint Presentation



CITY OF TRACY CITYWIDE MASTER FEE SCHEDULE

Proposed: May 6, 2025

Adopted:

Resolution No.:

Fee Implementation Date: July 1, 2025

Community and Economic Development Fee Effective Date: July 7, 2025

Introduction

The City of Tracy Citywide Master Fee Schedule ("Schedule") is a compilation of most fees charged by the City for services.

It is organized by department and does not include the following types of fees:

- Development impact fees adopted under the Mitigation Fee Act
- Mitigation fees (i.e. habitat mitigation, agricultural mitigation fees)
- Enterprise fund charges (water, sewer, storm water, airport, transit)
- Fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20)
- Special District assessments
- Fines (imposed as penalties)
- Leases of City property and equipment
- Rates established by separate agreements (e.g., Tracy Joint Unified School District)

The Schedule data was reviewed and analyzed by NBS Government Group in FY 2021-2022 to confirm the appropriateness of fees and identify cost recovery levels. The Schedule will be updated annually, and most fees will be adjusted to reflect inflation. The rate will be based upon the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (December - December) rounded to the nearest dollar except where cents are already used. For Fiscal Year 2025-2026 the inflationary rate is 2.4%. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.



Table of Contents

Department	Division	Page #
Finance	Finance	4
City Manager's Office	City Clerk	5
	Communications	6
Community & Economic Development	Planning	7-9
	Building	10-17
Police	Police	18-19
	Animal Services	20-21
Public Works	Public Works - Operations	22
	Utilities	23-25
	Engineering	26-28
Parks, Recreation & Community Services	Recreation Services	29-33
	Community Facilities	34-45
	Cultural Arts (Grand Theatre)	46-52



Finance Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Business Licenses					
	Transfer, Assignment or Duplication Fee	Duplication	[1]	\$17 Per Account/ Per Year	\$18 Per Account/ Per Year	\$ 1
	State Disability Access Fee	Application or Renewal	[2] [3]	\$ 4	\$ 4	\$ 0
2	Transient Occupancy Tax (TOT)	Annual	[1]	\$667 Per Property/ Per Year	\$683 Per Property/ Per Year	\$ 16
3	Credit Card Processing Charges	Actual Cost		Actual Cost	Actual Cost	-

Notes

- [1] City Outsources this Service; Rates are Subject to Increase by CPI at Beginning of each Calendar Year Per City agreement with Vendor
- [2] Fee Set by State
- [3] Not Subject to Inflationary Adjustment



City Manager's Office - City Clerk Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Annual Subscriptions (City Council, Planning Commission)		[4]			
	Agendas (Per Month)	Per Month		Free Availability Online	Free Availability Online	-
	Disc/Agenda Minutes	Per Disc/Agenda Per Page				
2	Appeals					
	to City Council	Per Appeal	[1]	\$ 209	\$ 214	\$ 5
	to City Manager	Per Appeal	[2]	\$ 209	\$ 214	\$ 5
	by Impartial Hearing Officer	Per Appeal	[3]	\$ 209	\$ 214	\$ 5
				May be Shared Equally by all Parties	May be Shared Equally by all Parties	
3	Photocopies					
	Paper Copy*	Per Page	[4] [8]	\$ 0.10	\$ 0.10	\$ 0
	Oversized Copy	Per Page		At Cost	At Cost	-
	Maps*	Per Page		At Cost	At Cost	-
4	Lobbyist					
	Registration	Each	[5]	\$ 126	\$ 129	\$ 3
	Annual Renewal	Each	[6]	\$ 63	\$ 65	\$ 2
5	Project Requiring Municipal Code Update	Each		\$ 4,197	\$ 4,298	\$ 101
6	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per hour		\$ 126	\$ 129	\$ 3

Notes

- | | |
|--|--|
| [1] TMS §1.12.020(B)(2) | [5] TMC 6.32.030 |
| [2] TMS §1.12.010(D)(2) | [6] Reso. 2016-25 |
| [3] TMS §1.12.030. May be Shared Equally by Parties. | [7] GOV §8211 |
| [4] GOV §6253 | [8] Not Subject to Inflationary Adjustment |



City Manager's Office - Communications Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Project Application Review Fee	Per Project	[1]	\$ 168	\$ 172	\$ 4
2	Photography/Video Production Fee					
	Single Camera with Operator (up to 8 Hours)	Per Day		\$ 618	\$ 633	\$ 15
	Single Camera with Operator (Half Day - 4 Hours with 4 Hour Minimum)	Per Half Day (4 Hour min.)		\$ 351	\$ 359	\$ 8
3	City Council Chamber Recording with 2 Crew (Includes 7 FHD Cameras)					
	Full Day (up to 8 Hours)	Per Day		\$ 1,151	\$ 1,179	\$ 28
	Half Day (up to 4 Hours; 4 Hours Minimum)	Per Day (4 Hour min.)		\$ 618	\$ 633	\$ 15
4	Post Production Services					
	Video Editing Suite with Editor	Per hour (1 hour min.)		\$ 67	\$ 69	\$ 2
	Photo editing and retouching	Per hour (1 hour min.)		\$ -	\$ 69	-
	Voice-over services	Per hour (1 hour min.)		\$ -	\$ 69	-
	DAW with editor (for editing audio)	Per hour (1 hour min.)		\$ -	\$ 69	-
5	General Crew Services including, but not limited to: Producer, Teleprompter Operator, Audio Tech, Extra, Studio Crew, Grip, etc...					
	City Staff - During [City] Business Hours	Per Person / Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
	City Staff - After [City] Business Hours	Per Person / Per Hour (1 Hour min.)		\$ 79	\$ 81	\$ 2
6	Miscellaneous Services					
	Additional Cameras - Fixed	Per Use		\$ 133	\$ 136	\$ 3
	Additional Cameras - Manned	Per Person / Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
	Graphics	Each	[2]	Actual Cost	Actual Cost	-
	Audio Files	Each	[2]	Actual Cost	Actual Cost	-
7	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full Time	Per Hour (1 Hour min.)		\$ 168	\$ 172	\$ 4
	Part Time	Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
8	Flypack with 2 Crew (includes 2 Static Cameras, Graphics, and Audio)	Per Day (8 hour min.)		\$ -	\$ 1,085	-

Notes

- [1] Project Scoping Services are Provided Free of Charge; Application Applies once Project is Formally Initiated
- [2] City will Pass-through Vendor Expense to Applicant Directly



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
I	PLANNING Application Review AND APPROVALS					
1	Adult Business Use Permit	Per Application		\$ 3,874	\$ 3,967	\$ 93
2	Annexation	Per Application	[7]	\$ 43,022	\$ 44,055	\$ 1,033
3	Appeals					
	Appeal to City Council	Per Appeal		\$ 5,507	\$ 5,639	\$ 132
	Appeal to Planning Commission	Per Appeal		\$ 4,862	\$ 4,979	\$ 117
4	Cannabis (Fees effective 7/20/20 per Reso # 20-124)					
	Business Permit Application Fee	Per Application		\$ 11,081	\$ 11,347	\$ 266
	Background Investigation Fee	Per Owner		\$ 308	\$ 315	\$ 7
	Business Permit Fee	Per Year		\$ 4,001	\$ 4,097	\$ 96
	Business Permit Renewal Application Fee	Per Application		\$ 13,441	\$ 13,764	\$ 323
	Renewal Background Investigation Fee	Per Owner		\$ 103	\$ 105	\$ 2
	Employee Permit Fee (Initial)	Per Employee		\$ 308	\$ 315	\$ 7
	Employee Permit Renewal Fee	Per Employee		\$ 103	\$ 105	\$ 2
5	Conditional Use Permit	Per Application		\$ 5,969	\$ 6,112	\$ 143
6	Conditional Use Permit (Non-Profit Organizations)	Per Application		\$ 5,969	\$ 6,112	\$ 143
7	Development Review					
	Class A	Per Application	[1]	\$ 10,680	\$ 10,936	\$ 256
	Class B	Per Application	[2]	\$ 8,854	\$ 9,066	\$ 212
8	Ellis Specific Plan Pattern Book Certification	Per Application	[5]	\$ 4,791	\$ 4,906	\$ 115
9	ENVIRONMENTAL					
	Environmental Assessment	Per Project		\$ 636	\$ 651	\$ 15
	Environmental Initial Study	Per Project		Per Cost Recovery agrmt.	Per Cost Recovery agrmt.	-
	Negative Declaration	Per Project		Per Cost Recovery agrmt.	Per Cost Recovery agrmt.	-
	Environment Impact Report	Per Project	[7]	\$ 32,772	\$ 33,559	\$ 787
	Environmental Consistency Analysis	Per Project	[7]	\$ 4,156	\$ 4,256	\$ 100
10	General Plan Amendment	Per Application	[7]	\$ 5,592	\$ 5,726	\$ 134
11	Lot Line Adjustment	Per Application		\$ 4,120	\$ 4,219	\$ 99
12	MICRO-IMAGING FEES		[4]			
	11" X 17" and Smaller (B&W or Grayscale with 2" Field Index)	Each		\$ 0.08	\$ 0.08	\$ 0.00
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each		\$ 0.88	\$ 0.90	\$ 0.02
	11" X 17" and Smaller (Color with Two-Field Index)	Each		\$ 0.15	\$ 0.15	\$ 0.00
	18" X 24" Color Document with a Two-Field Index	Each		\$ 0.53	\$ 0.54	\$ 0.01
	24" X 36" Color Document with a Two-Field Index	Each		\$ 2.00	\$ 2.05	\$ 0.05
13	Noise Ordinance Variation	Per Application		\$ 7,875	\$ 8,064	\$ 189
14	Planned Unit Development	Per Application		\$ 8,945	\$ 9,160	\$ 215



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
15	Planned Unit Development Amendment	Per Application		\$ 6,399	\$ 6,553	\$ 154
16	Planning Commission Determination	Per Determination		\$ 5,417	\$ 5,547	\$ 130
PLANNING DIVISION Application FEES						
17	Residential Growth Allotment	Per Application	[3]	\$ 4,021	\$ 4,118	\$ 97
18	Sign Permit		[3]			
	Master Sign Program	Per Program		\$ 1,533	\$ 1,570	\$ 37
	Sign Permit					
	Single Sign	Per Permit		\$ 484	\$ 496	\$ 12
	Multiple Signs	Per Permit		\$ 646	\$ 662	\$ 16
19	Specific Plan					
	Specific Plan Amendment-Text only	Per Project		\$ 4,904	\$ 5,022	\$ 118
	New Specific Plan or Major Amendment-(Zoning and/or map amendment)	Per Application	[7]	\$ 19,632	\$ 20,103	\$ 471
20	Temporary Use Permit	Per Application	[3]	\$ 1,288	\$ 1,319	\$ 31
	Temporary Use Permit (Non-Profit)	Per Application	[3]	\$ 644	\$ 659	\$ 15
21	TENTATIVE Map / TENTATIVE Map Amendment					
	Parcel Map	Per Application		\$ 8,865	\$ 9,078	\$ 213
	5 - 100 Lots	Per Application		\$ 16,011	\$ 16,395	\$ 384
	Over 100 Lots	Per Application		\$ 29,412	\$ 30,118	\$ 706
22	Time Extension	Per Application	[3]	\$ 3,047	\$ 3,120	\$ 73
23	Variance	Per Application		\$ 2,664	\$ 2,728	\$ 64
24	ZONING					
	Zone Change	Per Application		\$ 3,712	\$ 3,801	\$ 89
	Zone Text Amendment	Per Application		\$ 4,197	\$ 4,298	\$ 101
	Zoning Research Letter	Per Letter	[3]	\$ 404	\$ 414	\$ 10
25	Copies - City Documents and Maps			See City Clerk	See City Clerk	-
26	4th and Subsequent Review	Per Submittal	[6]	Set by City Policy	Set by City Policy	-
27	General Plan Maintenance and Update			.05% of Building Valuation	.05% of Building Valuation	-
II BUILDING PLAN CHECK BY PLANNING						
28	Single Family					
	Miscellaneous Minor Improvements	Per Permit		\$ 81	\$ 83	\$ 2
	Plot Plan / Production Plan Review	Per Plot Plan		\$ 81	\$ 83	\$ 2
	New Model Home	Per New Model Home		\$ 323	\$ 331	\$ 8



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
29	Multi-family/ Commercial/ Industrial					
	New Building / Shell Project	Per Application		\$ 646	\$ 662	\$ 16
	Tenant Improvement	Per Application		\$ 323	\$ 331	\$ 8
30	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 161	\$ 165	\$ 4

Notes

- [1] Class A: New Single Family Residential 4 + Units, New Multifamily Residential/ Office/ Commercial/Industrial
- [2] Class B: Single Family Residential 1-3 Units (Unless Exempt Pursuant to TMC Section 10.08.3930), Changes to Existing Multifamily/ Office/ Commercial/ Industrial
- [3] Environmental Assessment Fee not Applicable
- [4] Plus 2% of Invoice Total for Pick-up and Delivery
- [5] Ellis Specific Plan, Section 6.3
- [6] Set by City Policy. Fee for Each Additional Review 15% of original Project Budget or 2 Hour Minimum, whichever is Greater.
- [7] Fee amount plus CRA for consultant cost

Note: The City may require the applicant to sign a Cost Recovery Agreement to pay actual Costs instead of the fixed processing fee when (1) the anticipated Costs of the Project's environmental Review or CEQA Documentation is likely to exceed the Project's fixed fee or (2) the Director of Community and Economic Development and the applicant mutually agree that a Cost Recovery Agreement will be appropriate for the Project in order to hire City consultants to work on the Project.



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
I	BUILDING PERMIT FEES					
1	Building Permit/Inspection - Residential					
	\$ 500	Base Fee @ \$500		\$ 108	\$ 111	\$ 3
	Each Additional \$100 or Fraction thereof	Each Add 'l \$100		\$ 16.86	\$ 17.26	\$ 0.40
	\$ 2,000	Base Fee @ \$2,000		\$ 361	\$ 370	\$ 9
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 36.12	\$ 36.99	\$ 0.87
	\$ 10,000	Base Fee @ 10,000		\$ 650	\$ 666	\$ 16
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 22	\$ 23	\$ 1
	\$ 25,000	Base Fee @ 25,000		\$ 975	\$ 998	\$ 23
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 32.40	\$ 33.18	\$ 0.78
	\$ 50,000	Base Fee @ \$50,000		\$ 1,785	\$ 1,828	\$ 43
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.92	\$ 12.21	\$ 0.29
	\$ 150,000	Base Fee @ \$150,000		\$ 2,977	\$ 3,048	\$ 71
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.99	\$ 4.09	\$ 0.10
	\$ 350,000	Base Fee @ \$350,000		\$ 3,776	\$ 3,867	\$ 91
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.79	\$ 3.88	\$ 0.09
	\$ 550,000	Base Fee @ 550,000		\$ 4,534	\$ 4,643	\$ 109
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 8.24	\$ 8.44	\$ 0.20
2	Building Plan Check - Residential					
	\$ 500	Base Fee @ \$500		\$ 72	\$ 74	\$ 2
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$100		\$ 4.82	\$ 4.94	\$ 0.12
	\$ 2,000	Base Fee @ \$2,000		\$ 144	\$ 147	\$ 3
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 18.06	\$ 18.49	\$ 0.43
	\$ 10,000	Base Fee @ \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 9.63	\$ 9.86	\$ 0.23
	\$ 25,000	Base Fee @ 25,000		\$ 433	\$ 443	\$ 10
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 722	\$ 739	\$ 17
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 150,000	Base Fee @ \$150,000		\$ 1,156	\$ 1,184	\$ 28
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.78	\$ 5.92	\$ 0.14
	\$ 350,000	Base Fee @ \$350,000		\$ 2,312	\$ 2,367	\$ 55
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 550,000	Base Fee @ 550,000		\$ 3,178	\$ 3,254	\$ 76
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.78	\$ 5.92	\$ 0.14
3	Building Plan Check for Identical Building / Repeat Tract House / Plot Plans	Flat		\$ 722	\$ 739	\$ 17



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
4	Building Permit/Inspection - Commercial/Multi-family/Industrial					
	\$ 10,000	Base Fee up \$10,000		\$ 1,678	\$ 1,718	\$ 40
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 96.32	\$ 98.63	\$ 2.31
	\$ 25,000	Base Fee @ 25,000		\$ 3,123	\$ 3,198	\$ 75
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 77.25	\$ 79.10	\$ 1.85
	\$ 50,000	Base Fee @ \$50,000		\$ 5,054	\$ 5,175	\$ 121
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 144.06	\$ 147.52	\$ 3.46
	\$ 100,000	Base Fee @ \$100,000		\$ 12,257	\$ 12,551	\$ 294
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 7.72	\$ 7.91	\$ 0.19
	\$ 500,000	Base Fee @ 500,000		\$ 15,344	\$ 15,712	\$ 368
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 14.52	\$ 14.87	\$ 0.35
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 22,604	\$ 23,146	\$ 542
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.81	\$ 1.85	\$ 0.04
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 29,864	\$ 30,581	\$ 717
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 2.90	\$ 2.97	\$ 0.07
	\$ 10,000,000	Base Fee @ 10,000,000		\$ 44,348	\$ 45,412	\$ 1,064
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.10	\$ 3.17	\$ 0.07
5	Building Plan Check - Commercial/Multi-family/Industrial					
	\$ 10,000	Base Fee up \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 19.26	\$ 19.72	\$ 0.46
	\$ 25,000	Base Fee @ 25,000		\$ 578	\$ 592	\$ 14
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 867	\$ 888	\$ 21
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 17.34	\$ 17.76	\$ 0.42
	\$ 100,000	Base Fee @ \$100,000		\$ 1,734	\$ 1,776	\$ 42
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 500,000	Base Fee @ 500,000		\$ 3,467	\$ 3,550	\$ 83
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.47	\$ 3.55	\$ 0.08
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 5,201	\$ 5,326	\$ 125
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.65	\$ 0.67	\$ 0.02
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 7,802	\$ 7,989	\$ 187
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.69	\$ 0.71	\$ 0.02
	\$ 10,000,000	Base Fee @ 10,000,000		\$ 11,269	\$ 11,539	\$ 270
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.79	\$ 0.81	\$ 0.02
6	Building Permit/Inspection - TI					
	\$ 10,000	Base Fee up \$10,000		\$ 1,887	\$ 1,932	\$ 45
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 77.05	\$ 78.90	\$ 1.85



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	\$ 25,000	Base Fee @ 25,000		\$ 3,042	\$ 3,115	\$ 73
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 59.23	\$ 60.65	\$ 1.42
	\$ 50,000	Base Fee @ \$50,000		\$ 4,523	\$ 4,632	\$ 109
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 58.51	\$ 59.91	\$ 1.40
	\$ 100,000	Base Fee @ \$100,000		\$ 7,449	\$ 7,628	\$ 179
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 18.15	\$ 18.59	\$ 0.44
	\$ 500,000	Base Fee @ 500,000		\$ 14,709	\$ 15,062	\$ 353
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.85	\$ 5.99	\$ 0.14
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 17,634	\$ 18,057	\$ 423
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.09	\$ 1.12	\$ 0.03
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 22,005	\$ 22,533	\$ 528
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.40	\$ 4.51	\$ 0.11
7	Building Plan Check - TI					
	\$ 10,000	Base Fee up \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 19.26	\$ 19.72	\$ 0.46
	\$ 25,000	Base Fee @ 25,000		\$ 578	\$ 592	\$ 14
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 867	\$ 888	\$ 21
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 17.34	\$ 17.76	\$ 0.42
	\$ 100,000	Base Fee @ \$100,000		\$ 1,734	\$ 1,776	\$ 42
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 500,000	Base Fee @ 500,000		\$ 3,467	\$ 3,550	\$ 83
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.47	\$ 3.55	\$ 0.08
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 5,201	\$ 5,326	\$ 125
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.65	\$ 0.67	\$ 0.02
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 7,802	\$ 7,989	\$ 187
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.56	\$ 1.60	\$ 0.04
II	MISCELLANEOUS MINOR PERMITS					
8	Demolition					
	Residential	Each		\$ 181	\$ 185	\$ 4
	Commercial	Each		\$ 289	\$ 296	\$ 7
9	Fire Sprinkler - Residential					
	Plan Check	Each		\$ 289	\$ 296	\$ 7
	Permit/Inspection	Each		\$ 253	\$ 259	\$ 6
10	Patio Covers					
	Residential	Each		\$ 433	\$ 443	\$ 10
11	Residential Pools					
	Fiberglass/Above Ground	Each		\$ 397	\$ 407	\$ 10
	Gunite (Incl. Master. Plan str. Review Average Fee)	Each		\$ 1,156	\$ 1,184	\$ 28
	Remodel/Repair	Each		\$ 325	\$ 333	\$ 8



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
12	Post Fire/Impact Pre-permit Inspection					
	Residential	Each		\$ 325	\$ 333	\$ 8
	Commercial	Each		\$ 470	\$ 481	\$ 11
13	Residential Remodel (Includes MEP Fees)					
	Kitchen/Bath < \$10,000	Each		\$ 795	\$ 814	\$ 19
	Kitchen/Bath \$10,000 - \$20,000	Each		\$ 1,011	\$ 1,035	\$ 24
	Kitchen/Bath \$21,000 - \$30,000	Each		\$ 1,084	\$ 1,110	\$ 26
14	Non-Structural Re-Roof					
	Residential	Each		\$ 253	\$ 259	\$ 6
	Commercial	Each		See Building valuation (Fee #6 & #7)	See Building valuation (Fee #6 & #7)	-
15	Illuminated & Non-illuminated Wall Signs ONLY	Each		\$ 325	\$ 333	\$ 8
16	Residential Stucco Siding	Each		\$ 181	\$ 185	\$ 4
17	Res. Non-Habitable Accessory / Storage Structures	Each		\$ 470	\$ 481	\$ 11
18	Temporary Office Trailers	Each		\$ 433	\$ 443	\$ 10
19	Residential Windows/Doors - Retrofit/Like-for-Like ONLY (Size, Operation and Location)					
	5 or Less	Each		\$ 144	\$ 147	\$ 3
	6-10	Each		\$ 181	\$ 185	\$ 4
	11-15	Each		\$ 217	\$ 222	\$ 5
	16+	Each		See Building valuation (Fee #1 & #2)	See Building valuation (Fee #1 & #2)	-
20	Fire Flow Test Permit	Flat		\$ 440	\$ 517	\$ 77
III	ELECTRICAL PERMIT FEES					
21	Base Permit	Per Project		\$ 36	\$ 37	\$ 1
	PER UNIT FEE SCHEDULE:					
22	Receptacles, Switches, Lighting Outlets, and Circuits					
	Residential					
	First 5 or Portion thereof	Flat		\$ 108	\$ 111	\$ 3
	Each Additional 5 or Portion thereof	Flat		\$ 72	\$ 74	\$ 2
	Added Circuits	Each		\$ 36	\$ 37	\$ 1
	Commercial					
	First 5 or Portion thereof	Flat		\$ 217	\$ 222	\$ 5
	Each Additional 5 or Portion thereof	Flat		\$ 144	\$ 147	\$ 3
	Added Circuits	Each		\$ 144	\$ 147	\$ 3
23	Installation, Alteration, or Relocation of each Electrical Service:					
	Residential					
	Up to 200 Amps	Each		\$ 144	\$ 147	\$ 3
	Over 200 Amps	Each		\$ 181	\$ 185	\$ 4
	Commercial					
	Up to 200 Amps	Each		\$ 217	\$ 222	\$ 5
	Over 200 Amps and up to 800 AMPS	Each		\$ 253	\$ 259	\$ 6
	Over 800 Amps	Each		\$ 325	\$ 333	\$ 8



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
24	Commercial/Residential Portable Electrical Generator - Temporary Use ONLY					
	1 Generator	Flat		\$ 181	\$ 185	\$ 4
	2-5 Generators	Flat		\$ 253	\$ 259	\$ 6
	6+ Generators	Flat		\$ 325	\$ 333	\$ 8
25	Temporary Power Source					
	1 Temporary Power Pole	Flat		\$ 144	\$ 147	\$ 3
	2-5 Temporary Power Poles	Flat		\$ 217	\$ 222	\$ 5
	6+ Temporary Power Poles	Flat		\$ 361	\$ 370	\$ 9
26	Solar (PV) Systems (State-mandated Fees)		[1]			
	Solar - Residential (up to 15 kW)	Flat	[2]	\$ 450	\$ 450	\$ 0
	Per kW above 15kW	Per kW	[2]	\$ 15	\$ 15	\$ 0
	Solar - Commercial (up to 50 kW)	Flat	[2]	\$ 1,000	\$ 1,000	\$ 0
	Per kW between 51kW - 250kW	Per kW	[2]	\$ 7	\$ 7	\$ 0
	Per kW above 250kW	Per kW	[2]	\$ 5	\$ 5	\$ 0
IV	MECHANICAL PERMIT AND PLAN CHECK FEES					
27	For the Issuance of each Permit	Each		\$ 36	\$ 37	\$ 1
28	HVAC, Evaporative Coil Systems; New, or Changeout or Relocation (not Including Duct; See Fee #32 for New Residential Ducts)					
	Residential	Each		\$ 126	\$ 129	\$ 3
	Commercial	Each		\$ 397	\$ 407	\$ 10
29	Repair to Existing Mechanical System - Residential Only	Each		\$ 181	\$ 185	\$ 4
30	For the Installation or Relocation of Each Wall Heater, Floor Furnace, Suspended, or Floor Mounted Unit Heater					
	Residential	Each		\$ 181	\$ 185	\$ 4
	Commercial	Each		\$ 253	\$ 259	\$ 6
31	For Each New (or Changeout) Residential Duct System	Each		\$ 217	\$ 222	\$ 5
32	For the Installation, Alteration, or Addition to Each Commercial Range Hood(s), Including Ducts, Blower(s), or Fans Attached thereto for Type I, or II Hoods.	Each		\$ 722	\$ 739	\$ 17
33	For the Installation of Each Domestic Type Vent Fan or Range Hood, Including Attached Duct (Residential Only)	Each		\$ 54	\$ 55	\$ 1
34	For the Installation or Relocation of each Boiler or Compressor to and Including 3 HP or Each Absorption System to and Including 100,000 B.T.U.					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 361	\$ 370	\$ 9
35	For the Installation or Relocation of Each Boiler or Compressor over 3 HP or Each Absorption System over 100,000 B.T.U.					
	Residential	Each		\$ 361	\$ 370	\$ 9
	Commercial	Each		\$ 470	\$ 481	\$ 11
36	New Swimming Pool Heating Systems - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements)					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 397	\$ 407	\$ 10
37	Replacement Swimming Pool Heating System - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements). Residential Only	Each		\$ 217	\$ 222	\$ 5



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
38	For the Installation of each Fire/Smoke/Ceiling Radiation Damper	Each		See Building valuation (Fee #6 & #7)	See Building valuation (Fee #6 & #7)	-
39	For the Installation or Alteration of one Residential Metal Chimney Serving a Fireplace or Similar Appliances	Each		\$ 289	\$ 296	\$ 7
V	PLUMBING PERMIT AND PLAN CHECK FEES					
40	For the Issuance of each Permit	Each		\$ 36	\$ 37	\$ 1
41	For 10 or Less Plumbing Fixtures or Traps, Including Water, Waste, and Vent Piping					
	Residential	Flat		\$ 72	\$ 74	\$ 2
	Commercial	Flat		\$ 433	\$ 443	\$ 10
42	Each Additional Plumbing Fixture; Residential Only	Each		\$ 36	\$ 37	\$ 1
43	10 Gas Outlets or Less, Includes Repairs, New Work and Line Replacements					
	Residential	Flat		\$ 108	\$ 111	\$ 3
	Commercial	Flat		\$ 361	\$ 370	\$ 9
44	Repairs, Replacements or Relocation of each Building Sewer or Building Drain and Backwater Valve.					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 181	\$ 185	\$ 4
45	For each Interceptor (Sand/Grease) and each Industrial Waste Pre-treatment Interceptor	Each		\$ 253	\$ 259	\$ 6
46	Commercial Roof Rain Water System	Each		\$ 217	\$ 222	\$ 5
47	For each Water Supply System Installation, Alteration, Replacement of Water Piping and Residential Water Treatment Equipment					
	Residential	Each		\$ 144	\$ 147	\$ 3
	Commercial	Each		\$ 325	\$ 333	\$ 8
48	Drain and Vent Piping. Includes New Systems, Repairs, Replacement Lines, Pool Drains and Separation Tanks					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 217	\$ 222	\$ 5
49	Repair/Replacement of Backflow Prevention Devices e.g. Vacuum Breakers					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 217	\$ 222	\$ 5
50	Storage Tank (or Tankless) Water Heater Repair or Replacement, Like-for-Like					
	Residential	Each		\$ 54	\$ 55	\$ 1
	Commercial	Each		\$ 217	\$ 222	\$ 5
51	New Water Heater Installation (Tankless or Storage)					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 442	\$ 453	\$ 11
52	New or Replacement of Rooftop Solar Thermal Water Heating Systems (NOT PV) (State Mandated Fees)		[1]			
	Residential (up to 10 kWth)	Flat	[2]	\$ 450	\$ 450	\$ 0
	Per kWth above 10 kWth	Per kWth	[2]	\$ 15	\$ 15	\$ 0
	Commercial (up to 30 kWth)	Flat	[2]	\$ 1,000	\$ 1,000	\$ 0
	Per kWth between 31 kWth - 260 kWth)	Per kWth	[2]	\$ 7	\$ 7	\$ 0
	Per kWth above 260 kWth	Per kWth	[2]	\$ 5	\$ 5	\$ 0



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
53	New Non-solar Thermal Pool Appliance Heating Systems - Plumbing Elements only (See Fee #37 for Mechanical Components)					
	Residential	Each		\$ 144	\$ 147	\$ 3
	Commercial	Each		\$ 144	\$ 147	\$ 3
54	Repair or Replacement of Non-solar Thermal Pool Heating Systems - Plumbing Elements only Like for Like					
	Residential	Each		\$ 54	\$ 55	\$ 1
	Commercial	Each		\$ 144	\$ 147	\$ 3
VI	ADDITIONAL PLAN REVIEW / INSPECTION SERVICES					
55	Accessibility Hardship Review	Each		\$ 686	\$ 702	\$ 16
56	Inspections Outside of Normal City Business Hours (Min. 2 hours)					
	First 2 Hours	Per Project		\$ 397	\$ 407	\$ 10
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 159	\$ 163	\$ 4
57	Reinstatement Fee for Expired Permit	Per Project		50% of Base Permit Fee	50% of Base Permit Fee	-
58	Reinspection Fee (Min. 1/2 hour)					
	First 1/2 Hour	Hourly		\$ 108	\$ 111	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
59	Plan Review for which No Fee is Specifically Indicated (Min. 1/2 Hour)					
	First 1/2 Hour	Per Project		\$ 119	\$ 122	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 159	\$ 163	\$ 4
60	Inspections for which No Fee is Specifically Indicated (Min. 1 Hour)					
	First 1 Hour	Per Project		\$ 144	\$ 147	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
61	Strong Motion Instrumentation Program (SMIP)	State Fee	[1]	Determined by the State	Determined by the State	-
62	Reissuance of Inspection Card	Each		\$ 36	\$ 37	\$ 1
63	Special Inspection (SOQ Review & Approval - New and Each 3 yr. Renewal Period)	Hourly		\$ 217	\$ 222	\$ 5
64	Temporary Certificates of Occupancy/Certificate of Occupancy					
	TCO/CO Issuance (Required)	Each		\$ 316	\$ 324	\$ 8
	TCO/CO Issuance (Non-Required)	Each		\$ 108	\$ 111	\$ 3
65	Partial TCO	Each		\$ 325	\$ 333	\$ 8
66	Plan Review for any Submittals Subsequent to 3rd Submittal and for Revisions (Min. 1/2 hour)					
	First 1/2 Hour	Per Project		\$ 72	\$ 74	\$ 2
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
67	Expedited Plan Check (Outside Normal City Business Hours)	Each 1/2 Hr		\$ 79	\$ 81	\$ 2
68	Record Retention (Digitizing Fee)					
	up to 11x17	Per Page		\$ 0.18	\$ 0.18	\$ 0
	Over 11x17	Per Page		\$ 2	\$ 2	\$ 0
	Pick-up & Delivery	Flat		\$ 0.30	\$ 0.31	\$ 0.01
69	Affidavit Process to Release/Provide Plans	Each		\$ 144	\$ 147	\$ 3
70	AMMR Review (Minimum 2 hours)					
	First 2 Hours	Per Project		\$ 325	\$ 333	\$ 8
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
71	Investigation Fee	Each		3 Times Permit Fee	3 Times Permit Fee	-
72	Partial Permit Issuance, Revisions and Non-standard Deferred Submittals					
	Partial Permit Issuance	Each		\$ 189	\$ 194	\$ 5
	Non-standard Deferred Submittals	Each		\$ 108	\$ 111	\$ 3
	Revisions	Each		\$ -	\$ 111	-
73	FEMA Community Acknowledgement Form Processing (Minimum 1 Hour)					
	First 1 Hour	Per Project		\$ 144	\$ 147	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
74	Special Projects (Minimum 1/4 hour) Special Events and Code Enforcement Activities					
	First 1/4 Hour	Per Project		\$ 36	\$ 37	\$ 1
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
75	Building Moving					
	Permit Fee	Per Permit		\$ 913	\$ 935	\$ 22
	Other	Per Hour		\$ 144	\$ 147	\$ 3
76	For Services Requested of City Staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	During Business Hours	Per Hour		\$ 144	\$ 147	\$ 3
	After Business Hours	Per Hour		\$ 159	\$ 163	\$ 4

Notes

- [1] Fee set by State.
- [2] Not Subject to Inflationary Adjustment



Police Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Alarm Permit; False Alarms					
	Alarm User Permit	Per Permit		\$ 24	\$ 25	\$ 1
2	False alarm costs, (plus penalties):		[5]			
	4th Response	Each		\$ 488	\$ 500	\$ 12
	5th Response	Each		\$ 488	\$ 500	\$ 12
	6th Response	Each		\$ 488	\$ 500	\$ 12
	7th Response	Each		\$ 488	\$ 500	\$ 12
3	Bicycles					
	License and Registration	Per 3 Years		\$ 12	\$ 12	\$ 0
	Renewal	Per 3 Years		\$ 12	\$ 12	\$ 0
4	Bingo					
	License	Each		\$ 67	\$ 69	\$ 2
	Renewal	Each		\$ 13	\$ 13	\$ 0
5	Cardrooms					
	License and Renewal	Each		\$ 55	\$ 56	\$ 1
	Dealer/Work Permit	Each		\$ 55	\$ 56	\$ 1
	Department of Justice Fee	Per Permit	[1] [9]	\$ 32	\$ 32	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
6	Citation Sign-off for Agencies Outside the City	Per Citation		\$ 43	\$ 44	\$ 1
7	Clearance Letter (for Immigration or other Clearance Letter, Plus Fingerprint Fees)	Per Letter		\$ 24	\$ 25	\$ 1
8	Crime Report/Traffic Report Copy					
	Per Page, Bulletin Entry	Per Page	[8] [9]	\$ 0.15	\$ 0.15	\$ 0
	Certified Copy of Reports	Per Letter		\$ 12	\$ 12	\$ 0
	Crime Analysis Reports	Per Report		\$ 121	\$ 124	\$ 3
	Traffic collision Report (for other than Victim)	Per Report	[8] [9]	\$ 0.15	\$ 0.15	\$ 0
9	DUI		[2] [9]			
	Accident Response and investigation	Actual Cost		\$ 12,915	\$ 13,225	\$ 310
	Arrest and Report	Actual Cost		\$ 1,076	\$ 1,102	\$ 26
10	Concealed Weapons					
	Permit	Per Permit	[3]	\$ 333	\$ 341	\$ 8
	Department of Justice Live Scan Fee	Per Permit	[9]	\$ 95	\$ 95	\$ 0
	Renewal	Per Permit Renewal		\$ 26	\$ 27	\$ 1
	Department of Justice Fee - Payable to DOJ	Per Permit	[1] [9]	\$ 52	\$ 52	\$ 0
	Amended License	Per Amendment	[10]	\$ 10	\$ 10	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
11	DOJ, FBI and Fingerprint					
	DOJ and FBI Fee	Per Print	[1]	Per DOJ Fee Schedule	Per DOJ Fee Schedule	-
	Fingerprint (City's Rolling Fee)	Per Request	[9]	\$ 29	\$ 30	\$ 1
12	Firearms Sales Permit	Per Permit	[4] [9]	\$ 28	\$ 28	\$ 0
	Department of Justice Fee	Per Permit	[1] [9]	\$ 32	\$ 32	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
13	Palmistry License Fee					
	New	Per License		\$ 121	\$ 124	\$ 3
	Renewal	Per Renewal		\$ 121	\$ 124	\$ 3



Police Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
14	Police Photo (reproduction)	Per Photo		\$ 61	\$ 62	\$ 1
	Plus traffic photo processing Fee to insurance company	Per Photo		\$ 61	\$ 62	\$ 1
	Photo CD's	Per CD		\$ 61	\$ 62	\$ 1
	Tape of Radio/Video Transmission, Digital or Hard copy Photographs	Per Tape		\$ 121	\$ 124	\$ 3
	CD - containing digital documents, reports, phone for CPRA request	Per CD	[8]	AT COST	AT COST	AT COST
	Thumb Drive- containing digital documents, reports, phone for CPRA request	Per Thumbdrive	[8]	AT COST	AT COST	AT COST
15	Police Special Services (for school and other semi-public special events)	Actual Costs		Actual Personnel Costs	Actual Personnel Costs	-
16	Repossession Release	Per Vehicle		\$ 15	\$ 15	\$ 0
17	Second-hand Dealer/Pawn Broker					
	New or Renewal (Check payable to DOJ)	Each	[7]			
	City Processing Fee	Each		\$ 87	\$ 89	\$ 2
	DOJ Fee	Each		\$ 300	\$ 300	\$ 0
	Class B	Each	[1]	\$ 32	\$ 32	\$ 0
18	Taxi Driver					
	Permit	Per Permit		\$ 121	\$ 124	\$ 3
	Renewal	Per Renewal		\$ 55	\$ 56	\$ 1
	Background investigation	Each		\$ 121	\$ 124	\$ 3
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
19	Tow Truck Driver/Attendant					
	Permit	Per Permit		\$ 55	\$ 56	\$ 1
	Renewal	Per Renewal		\$ 36	\$ 37	\$ 1
20	Vehicle Release	Per Vehicle		\$ 158	\$ 162	\$ 4
21	VIN Verification	Per Request		\$ 305	\$ 312	\$ 7
22	Storage of Firearms		[6]			
	Intake/Processing Fee	Per Firearm		\$ 182	\$ 186	\$ 4
	Storage of Firearm (per domestic violence protective order)	Per Day		\$ 2	\$ 2	\$ 0
23	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Patrol	Per Hour		\$ 183	\$ 187	\$ 4
	Records	Per Hour		\$ 121	\$ 124	\$ 3

Notes

- [1] Fee set by Department of Justice
- [2] Actual Cost of Personnel, up to Maximum of \$12,000 for Accident Response and Investigation and up to \$1,000 for Arrest and Report
- [3] 50% due at application and 50% due at issuance per PC 26190(b)(2)
- [4] Not subject to CPI Adjustment
- [5] Per TMC 3.40.150
- [6] Per TMC 3.52.30
- [7] Applicable DOJ Fee Applies
- [8] Fee Set by California Public Records Act 7922.530(a) government code and 20012 California Vehicle Code
- [9] Not Subject to Inflationary Adjustment
- [10] Fee set by PC 26190(e)



Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Animal Services		[5]			
	Animal Adoption, Plus Veterinary Services	Per Animal		\$ 6	\$ 6	\$ 0
2	Animal bite	Per Call	[1]	\$ 73	\$ 75	\$ 2
3	Board and Care (Daily)					
	For impounded dogs	Per Dog		\$ 61	\$ 62	\$ 1
	For impounded cats	Per Cat		\$ 61	\$ 62	\$ 1
4	Cat Carrier	Per Carrier	[4]	Actual Cost of Carrier	Actual Cost of Carrier	-
5	Cat Neuter	Per Cat	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
6	Cat Spay	Per Cat	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
7	Collar identification	Per Animal	[2]	Actual Cost of Collar	Actual Cost of Collar	-
8	Dog Neuter	Per Dog	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
9	Dog Spay	Per Dog	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
10	Impound					
	First	Per Animal		\$ 32	\$ 33	\$ 1
	Second	Per Animal		\$ 48	\$ 49	\$ 1
	Third and Above	Per Animal		\$ 65	\$ 67	\$ 2
11	Impound, Additional State fee for Unaltered, at Large, Animals:		[3]			
	First	Per Animal				
	Second	Per Animal		As set by State	As set by State	-
	Third	Per Animal				
12	License Fee					
	Unaltered dogs	Per Dog, per year		\$ 36	\$ 37	\$ 1
	Altered dogs	Per Dog, per year		\$ 36	\$ 37	\$ 1
	Replacement for lost	Per License		\$ 36	\$ 37	\$ 1
	Late Fee	Each	[6]	\$ 22	\$ 23	\$ 1
13	Low cost Spay/Neuter voucher	Per Animal		\$ 48	\$ 49	\$ 1
14	Microchip	Per Animal		Actual Cost of Microchip	Actual Cost of Microchip	-
15	Multiple Pet Permit Application					
	Application	Each		\$ 436	\$ 446	\$ 10
	Permit	Each		\$ 32	\$ 33	\$ 1



Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
16	Owner Surrender		[1]			
	Live Animal	Per Animal		\$ 36	\$ 37	\$ 1
	Deceased Animal (Not at Shelter)	Per Animal		\$ 73	\$ 75	\$ 2
17	Rabies Vaccination Voucher	Per Animal	[2]	\$ 22	Actual Cost of Vet Service	-
18	Vaccination	Per Animal		Actual cost of vaccination	Actual cost of vaccination	-
19	Veterinary Costs	Actual Cost		Actual Cost	Actual Cost	-
20	SNR Trap Rental	Each	[7]	\$ 65	\$ 67	\$ 2
21	SNR Fee	Each		\$ 22	\$ 23	\$ 1
22	Breeder Certificate	Each		\$ 108	\$ 111	\$ 3
23	Dangerous Dog Permit	Each		\$ 108	\$ 111	\$ 3
24	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 146	\$ 150	\$ 4

Notes

- [1] Board and Care fees apply in addition to this fee.
- [2] Veterinary costs charged separately.
- [3] Fee set by State per F&A 30804.7
- [4] Cost of Carrier charged separately.
- [5] Additional State/other fees may apply
- [6] Fee set by Reso # 2009-178 and TMC 5.08.130(d).
- [7] Refundable as long as trap is returned to City on the agreed upon date.



Public Works Department - Operations

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Banner Installation and Removal					
	New Location	Per Bracket		\$ 233	\$ 239	\$ 6
	Existing Banner Site	Each		\$ 186	\$ 190	\$ 4
2	Tree Removal Permits	Actual Cost		Actual Cost	Actual Cost	-
3	Tree Pruning/Maintenance Permit	Per Permit		\$ 611	\$ 626	\$ 15
4	Tree Maintenance Inspection	Per Inspection		\$ 458	\$ 469	\$ 11
5	Special Events (Support to Parks, Recreation & Community Services)	Per Event	[1]	\$ 857	\$ 878	\$ 21
6	Shopping Cart Retrieval	Per Retrieval		\$ 279	\$ 286	\$ 7
7	Sidewalk Maintenance	Actual Cost		Actual Cost	Actual Cost	-
8	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 126	\$ 129	\$ 3

Notes

[1] Non-profit organizations receive a 50% discount.



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
NPDES MS4 PERMIT AND WATER EFFICIENCY REVIEW						
1	Tentative Subdivision Map/Vesting Tentative/Specific Plan					
	Plan Review	Each		\$ 180	\$ 184	\$ 4
2	Single Family					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
3	Multiple Family Dwellings, Trailer Courts, Guest Dwellings, or Condominiums					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
4	School Buildings or Churches					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
5	Commercial Installations					
	Plan Review	Per Building		\$ 62	\$ 63	\$ 1
	Permit	Per Building		\$ 62	\$ 63	\$ 1
6	Industrial Installations					
	Plan Review	Per Building		\$ 62	\$ 63	\$ 1
	Permit	Per Building		\$ 62	\$ 63	\$ 1
7	Post-Construction Standards Maintenance Agreement					
	Plan Review, Submittal and Recording	Per Agreement		\$ 276	\$ 283	\$ 7
8	Project Stormwater Plan and Operations Maintenance Plan					
	Plan Review	Per Plan		\$ 41	\$ 42	\$ 1
9	Erosion and Sediment Control Plan (Small Projects)					
	Plan Review	Per Plan		\$ 41	\$ 42	\$ 1
10	WELO Landscape Document Package Review					
	Prescriptive Approach (Aggregate under 2,500 Sq.Ft.)	Per Package		\$ 41	\$ 42	\$ 1
	Performance Approach (>2,500 sq. ft.)	Per Package		\$ 138	\$ 141	\$ 3
11	Trash Enclosure					
	Plan Review	Per Building		\$ 21	\$ 22	\$ 1
	Permit	Per Building		\$ 21	\$ 22	\$ 1
12	Business License Fee					
	Application Review	Per Application		\$ 35	\$ 36	\$ 1
	Compliance Inspection	Per Application		\$ 69	\$ 71	\$ 2
STORMWATER POST-CONSTRUCTION STANDARDS REVIEW						
13	CONSTRUCTION AND/OR Building Inspection AND FINAL					
	Inspection of Const. sites with grading Permits that disturb 2,500 - 5,000 Sq. ft.	Per Inspection		\$ 138	\$ 141	\$ 3
	Inspection of Const. sites with grading Permits that disturb 5,000 Sq.ft or More	Per Inspection		\$ 180	\$ 184	\$ 4



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) REVIEW						
14	WELO INSTALLATION INSPECTION AND FINAL					
	Inspection of New and Redevelopment Projects with 250 Sq. ft to 2,499 Sq. ft. of new or rehabilitated landscape	Per Inspection		\$ 41	\$ 42	\$ 1
	Inspection of New and Redevelopment Projects With More Than 2500 Sq. Ft. or More of New or Rehabilitated Landscape	Per Inspection		\$ 138	\$ 141	\$ 3
STORMWATER POST-CONSTRUCTION TREATMENT ANNUAL MAINTENANCE INSPECTION						
15	Residential	Per Inspection		\$ 180	\$ 184	\$ 4
16	Commercial / Industrial	Per Inspection		\$ 180	\$ 184	\$ 4
CONSTRUCTION GENERAL Permit - SWPPP or ESCP						
17	Plan Review	Per Plan		\$ 138	\$ 141	\$ 3
18	Compliance Inspection (2x Per month)					
	< 1 Acre	Per Inspection		\$ 138	\$ 141	\$ 3
	> 1 Acre	Per Inspection		\$ 180	\$ 184	\$ 4
19	Notice of Termination					
	< 1 Acre	Per Inspection		\$ 138	\$ 141	\$ 3
	> 1 Acre	Per Inspection		\$ 180	\$ 184	\$ 4
20	Dewatering Report Review	Per Sampling		\$ 62	\$ 63	\$ 1
CONSTRUCTION WATER - METERING						
21	Application Review	Per Application		\$ 41	\$ 42	\$ 1
22	Meter Deposit	Per meter		Actual Replacement Cost	Actual Replacement Cost	-
23	Permit					
	Metered	Per Project		\$ 69	\$ 71	\$ 2
	Load Count	Per Project		\$ 104	\$ 106	\$ 2
24	Meter Rental - Daily	Per Meter		\$ 26	\$ 27	\$ 1
25	Unpermitted use of fire hydrant for construction water					
	1st Violation	Per Violation		\$ 53	\$ 54	\$ 1
	2nd Violation	Per Violation		\$ 108	\$ 111	\$ 3
	3rd and More	Per Violation		\$ 539	\$ 552	\$ 13
PRE-TREATMENT PROGRAM						
26	Industrial Installation					
	Those Industries that Discharge Wastewater Greater than 25,000 Gallons Per day or Fall Under 40 CFR					
	Plan Review	Per Building		\$ 63	\$ 65	\$ 2
27	Miscellaneous Installations such food service establishments and dental offices					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
DISCHARGE Permit						
28	Discharge Permit—Initial Permit Fee					
	Class I Permit (SIU)	First Year		\$ 2,591	\$ 2,653	\$ 62
	Class II Permit (NSIU/NSCIU/Zero-Discharge Categorical)--Three (3) Year Permit	First Year		\$ 826	\$ 846	\$ 20
	Class III Permit (Temporary Discharge Permit)	First Permit Cycle		\$ 1,244	\$ 1,274	\$ 30
	Class IV Permit (Hauled Liquid Waste)--Five (5) Year Permit	First Year		\$ 829	\$ 849	\$ 20
29 Discharge Permit—Annual Permit Fee						
	Class I Permit (SIU)	Annually		\$ 1,969	\$ 2,016	\$ 47
	Class II Permit (NSIU/NSCIU/Zero-discharge categorical)	Annually		\$ 432	\$ 442	\$ 10
	Class III Permit (Temporary Discharge Permit)	Annually		\$ 690	\$ 707	\$ 17
	Class IV Permit (Hauled Liquid Waste)	Annually		\$ 570	\$ 584	\$ 14
30	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		\$ 311	\$ 318	\$ 7
31	Laboratory Analysis Cost and Rental Equipment Charges	Per Analysis		Actual Cost	Actual Cost	-
ENVIRONMENTAL COMPLIANCE						
32	Food Service Establishment/FOG Annual Inspection/ Annual Permit Fee					
	Small Generator	Annually		\$ 172	\$ 176	\$ 4
	Medium Generator	Annually		\$ 221	\$ 226	\$ 5
	Large Generator	Annually		\$ 311	\$ 318	\$ 7
33	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		\$ 207	\$ 212	\$ 5
34	Dental Facility One-Time Compliance Report Fee	Per Report		\$ 69	\$ 71	\$ 2
NEW WATER MAIN TESTING						
35	Sampling by City Staff - Per site (Charges Begin Following Initial Sampling and One (1) Resampling Event)	Per Sample		\$ 139	\$ 142	\$ 3
36	Laboratory Analysis Cost and Rental Equipment Charges	Per Sample		\$ 139	\$ 142	\$ 3
37	Backflow Device Testing	Per Device		\$ 415	\$ 425	\$ 10
UNDERGROUND - METERS						
38	Utilities Turn On/Off	Per Trip		See Utilities Fee Schedule	See Utilities Fee Schedule	-
39	Radio Read Devices - Flexnet	Per Device		\$ 11	Actual Cost + Labor	-
40	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 139	\$ 142	\$ 3

Notes



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Agreement Processing					
	Subdivision Improvement Agreement	Per Agreement	[10]	\$ 7,594	\$ 7,776	\$ 182
	Off-site Improvement Agreement	Per Agreement	[10]	\$ 8,058	\$ 8,251	\$ 193
	Park Improvement and Reimbursement Agreement	Per Agreement	[10]	\$ 6,792	\$ 6,955	\$ 163
	Right of Entry Agreement	Per Agreement	[10]	\$ 1,400	\$ 1,434	\$ 34
2	SIA, OIA, PIRA, Any Amendment	Per Amendment		\$ 6,075	\$ 6,221	\$ 146
3	Grading Plan Check					
	10,000	Base Fee		\$ 13,048	\$ 13,361	\$ 313
	Each Additional 10,000 CY	Each Add'l		\$ 588.31	\$ 602.43	\$ 14.12
	100,000	Base Fee		\$ 18,343	\$ 18,783	\$ 440
	Each Additional 10,000 CY	Each Add'l		\$ 556.94	\$ 570.31	\$ 13.37
	200,000	Base Fee		\$ 23,913	\$ 24,487	\$ 574
	Each Additional 10,000 CY	Each Add'l		\$ 1,195.63	\$ 1,224.33	\$ 28.70
4	Grading Permit and Inspection					
	Residential or Commercial Lots (Up to 5)	Per Project		\$ 6,073	\$ 6,219	\$ 146
	Subdivisions (5 Lots or More)	Per Project		\$ 12,028	\$ 12,317	\$ 289
	Re-inspection Fee	Per Day		\$ 673	\$ 689	\$ 16
5	4th & Subsequent Plan Check	Per Submittal		\$ 1,316	\$ 1,348	\$ 32
SUBDIVISIONS			[5]			
6	Final Parcel Map Review	Per Project	[11]	\$ 5,075	\$ 5,197	\$ 122
7	Final Subdivision Map Review					
	5 - 49 Lots	Per Project	[11]	\$ 7,607	\$ 7,790	\$ 183
	50 - 100 Lots	Per Project		\$ 16,052	\$ 16,437	\$ 385
	>100 Lots, Each Additional 100 Lots	Per 100 Lots		\$ 16,375	\$ 16,768	\$ 393
8	Final Map Amendment Review	Per Project		\$ 6,642	\$ 6,801	\$ 159
9	Certification of Correction	Per Project		\$ 5,105	\$ 5,228	\$ 123
10	Non-Technical Correction (i.e. misspellings)	Per Project		\$ 232	\$ 238	\$ 6
11	Certificate of Compliance	Per Application		\$ 3,572	\$ 3,658	\$ 86
12	Legal Description and Plat Review (Ex:Lot Merger/Lot Line Adjustment/Easement Modification/right of way dedication/easement dedication)	Per Submittal		\$ 3,249	\$ 3,327	\$ 78
PUBLIC IMPROVEMENTS						
13	Plan Check	Per Project up to \$5M, Deposit/Actual Cost >\$5M	[11]			
	\$ 2,000	Base Fee		\$ 8,785	\$ 8,996	\$ 211
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 296.19	\$ 303.30	\$ 7.11
	\$ 25,000	Base Fee		\$ 15,597	\$ 15,971	\$ 374
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 407.09	\$ 416.86	\$ 9.77
	\$ 50,000	Base Fee		\$ 25,774	\$ 26,393	\$ 619
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 124.44	\$ 127.43	\$ 2.99
	\$ 100,000	Base Fee		\$ 31,996	\$ 32,764	\$ 768
Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 9.51	\$ 9.74	\$ 0.23	
\$ 500,000	Base Fee		\$ 35,801	\$ 36,660	\$ 859	



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 28.73	\$ 29.42	\$ 0.69
\$	1,000,000	Base Fee		\$ 50,164	\$ 51,368	\$ 1,204
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 11.26	\$ 11.53	\$ 0.27
\$	5,000,000	Base Fee		\$ 95,208	\$ 97,493	\$ 2,285
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 19.04	\$ 19.50	\$ 0.46
14	Inspection	Per Project up to \$5M, Deposit/Actual Cost >\$5M				
\$	2,000	Base Fee		\$ 1,145	\$ 1,172	\$ 27
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 59.36	\$ 60.78	\$ 1.42
\$	25,000	Base Fee		\$ 2,510	\$ 2,570	\$ 60
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 89.59	\$ 91.74	\$ 2.15
\$	50,000	Base Fee		\$ 4,750	\$ 4,864	\$ 114
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 45.40	\$ 46.49	\$ 1.09
\$	100,000	Base Fee		\$ 7,020	\$ 7,188	\$ 168
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 63.01	\$ 64.52	\$ 1.51
\$	500,000	Base Fee		\$ 32,225	\$ 32,998	\$ 773
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 48.53	\$ 49.69	\$ 1.16
\$	1,000,000	Base Fee		\$ 56,490	\$ 57,846	\$ 1,356
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 59.38	\$ 60.81	\$ 1.43
\$	5,000,000	Base Fee		\$ 294,023	\$ 301,080	\$ 7,057
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 58.80	\$ 60.21	\$ 1.41
15	Reinspection Fee	Per Day		\$ 673	\$ 689	\$ 16
16	As-builts, Review after Construction	Per Lot		\$ 3,642	\$ 3,729	\$ 87
17	Water Treatment Plan Check/ NPDES Compliance	Per Project		\$ 2,321	\$ 2,377	\$ 56
18	MWEL0	Per Project		\$ 116	\$ 119	\$ 3
19	MICRO IMAGING FEES		[1,2]			
	11" X 17" and smaller (B&W or Grayscale with 2" Field Index)	Each Page		\$ 0.08	\$ 0.08	\$ 0
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each Page		\$ 0.88	\$ 0.88	\$ 0
	11" X 17" and smaller (Color with Two-Field Index)	Each Page		\$ 0.15	\$ 0.15	\$ 0
	18" X 24" Color document with a Two-Field Index	Each Page		\$ 0.53	\$ 0.53	\$ 0
	24" X 36" Color document with a Two-Field Index	Each Page		\$ 2.00	\$ 2.00	\$ 0
20	Segregation of Assessment	Per Lot		\$ 1,485	\$ 1,521	\$ 36
21	Record of Survey	Per Lot		\$ 4,386	\$ 4,491	\$ 105
22	Street Easement Abandonment	Per Lot		\$ 9,955	\$ 10,194	\$ 239
23	ENCROACHMENT PERMITS		[4]			
	Minor: Includes Curb, Gutter, Sidewalk, Driveway Work, Small Business Sidewalk Sales	Flat	[6,12]	\$ 873	\$ 894	\$ 21
	Moderate: Includes New Service Laterals, Existing Lateral Repair or Replacement, Street Pothole	Flat	[6,7,8,12]	\$ 2,326	\$ 2,382	\$ 56
	Major: Includes any Construction Requiring More than 3 Days on Site, over 265 Linear Feet of Work, Road Closures, Phasing and/or Multiple Excavation Locations, Weekend Work		[6,7,8]			



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	\$ 10,000	Base Fee		\$ 2,413	\$ 2,471	\$ 58
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 20	\$ 20	\$ 0
	\$ 50,000	Base Fee		\$ 3,220	\$ 3,297	\$ 77
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 62	\$ 63	\$ 1
	\$ 100,000	Base Fee		\$ 6,335	\$ 6,487	\$ 152
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 11	\$ 11	\$ 0
	\$ 500,000	Base Fee		\$ 10,630	\$ 10,885	\$ 255
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 13	\$ 13	\$ 0
	\$ 1,000,000	Base Fee		\$ 17,244	\$ 17,658	\$ 414
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 17	\$ 17	\$ 0
	Swimming Pool	Per Project	[12]	\$ 1,018	\$ 1,042	\$ 24
24	OVERSIZE LOAD PERMIT		[3]			
	Single Permit	Per Permit	[9]	\$ 16	\$ 16	\$ 0
	Annual or Blanket Permit (Fixed Route)	Annual	[9]	\$ 90	\$ 90	\$ 0
25	REPRODUCTION, MAP AND DOCUMENT SALES		[1,2]			
	Standard Plans, Standard Specs, and Design Standards	Per Doc		\$ 18	\$ 18	\$ 0
	Parks Manual	Per Doc		\$ 88	\$ 88	\$ 0
	Storm Drainage Master Plans	Per Doc		\$ 24	\$ 24	\$ 0
	Subdivision Maps	Per Doc		\$ 6	\$ 6	\$ 0
	Reproduction Fees	Per Sheet		\$ 2	\$ 2	\$ 0
	NEW ADDRESS MAPPING FEES					
26	Single-family/Single Building or Single Address	Per Lot		\$ 464	\$ 475	\$ 11
27	Multi-Family Projects/Subdivisions					
	2-10 units	Flat		\$ 696	\$ 713	\$ 17
	11-100 units	Flat		\$ 928	\$ 950	\$ 22
	101+ units	Flat		\$ 1,160	\$ 1,188	\$ 28
28	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	During Business Hours	Per Hour		\$ 140	\$ 143	\$ 3
	After Business Hours	Per Hour		\$ 153	\$ 157	\$ 4

Notes

- [1] Plus 2% of Invoice Total for Pick-up and Delivery.
- [2] Set by City Policy.
- [3] Fee Amount Set by State.
- [4] Encroachment Permits include 2 inspections, Each Inspection in Excess of 2 are Charge the Base Fee (Plus hourly rate for Inspection and Engineering Review)
- [5] If Technical Studies are Required, City to Bill at Actual Costs
- [6] Additional 2 Hrs. Plan Check if Traffic Control Plan Review is Needed
- [7] Additional Inspections to be Billed [Hourly] Per Inspection
- [8] Bond Required
- [9] Not Subject to Inflationary Adjustment
- [10] Base fee (<10 eng hours) + hourly fee after 11+ hours
- [11] Subject to 4th & Subsequent Plan Check Fee
- [12] Base fee + hourly inspection fee



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Administration					
	Advertising Fee for Activity Guide	Per Advertisement	[1]			
	Full Page, Back Cover			\$ 1,183	\$ 1,211	\$ 28
	Full Page, Inside Back Cover			\$ 592	\$ 606	\$ 14
	½ Page, Inside			\$ 414	\$ 424	\$ 10
	¼ Page, Inside			\$ 237	\$ 243	\$ 6
	Program Transaction Fee (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		\$ 5	\$ 6	\$ 1
	Early Registration Discount	Per Advertisement	[3]	\$ (11)	\$ (11)	\$ (0)
	Online Registration Discount	Per Advertisement	[3]	\$ (11)	\$ (11)	\$ (0)
	Sibling Registration Discount	Per Advertisement	[3]	11%	11%	\$ 0
	Range of Fee Increase for Contract Classes	Per Advertisement		22%	22%	\$ 0
	Volunteer Incentive Discount (volunteers for youth league programs i.e. Jr. Giants, Jr. Warriors)	Per Registration	[4]	15%	15%	\$ 0
	10% Non-Resident fee applied to all classes, programs, leagues, camps, etc.	Per Registration	[7]	10%	10%	\$ 0
	Lost, Broken, or Stolen Equipment Replacement Cost	Per item		Actual Cost	Actual Cost	-
2	Special Interest					
	Health & Wellness					
	- CPR, Zumba, BollyX, Fitness, Mental Health Workshops, Gymnastics, Tennis, Cooking, Baking, Health Matters, Baseball, Volleyball, Soccer, Golf, Cricket, Pickleball, Football, Multi-Sport, Track & Field, Jiu-Jitsu, Taekwondo, Martial Arts, Kickboxing, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Computer Science					
	- AI, ML, Coding, App Design, Cleantech with Electrical Circuit Kits, Minecraft Modding, Python, Roblox Game Design, Animation Coding, Scratch, HTML, CSS, JavaScript, Code Your Own Adventure, Game Design, Game Design with Scratch, Game Development with Microsoft MakeCode, Robotic Car, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Academic/STEM/STEAM					
	- Tutoring/Homework Help, Public Speaking, Debates, Writing & Creativity Skills, Foreign Languages, Sign Language, Robotics, 2D, 3D Pen, Robots with Sphero, Little Bits, Microbits, Legos, RaspberryPi, Aduino, 3D Print, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Enrichment/Hobbies/Interests					
	- Sewing, Chess, Cooking, Baking, SlimeTopia, Dog Training, Skateboarding, Personal Finance, Stocks, Bonds, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
3	Teens					
	Teen Events					
	Minimum	Per Person	[7,9]	\$ 6	\$ 7	\$ 1
	Maximum	Per Person	[7]	\$ 23	\$ 24	\$ 1
	Teen Camps					
	Minimum	Per Week	[7]	\$ 82	\$ 84	\$ 2
	Maximum	Per Week	[7]	\$ 103	\$ 105	\$ 2
	Leaders in Training: Jr. Rec Leaders					
	Minimum	Per Week	[7]	\$ 103	\$ 105	\$ 2
	Maximum	Per Week	[7]	\$ 154	\$ 158	\$ 4
	Teen Trip (Transportation)		[8]			
	Minimum	Per Trip		\$ 41	\$ 42	\$ 1
	Maximum	Per Trip		\$ 51	\$ 52	\$ 1
4	Mobile Recreation (Roll'n Rec)	Per Person		\$ -	\$ -	\$ -



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
5	Youth Development					
	Summer Camp (Full Day) 7am-6pm					
	Minimum	Per Week	[7]	\$ 166	\$ 170	\$ 4
	Maximum	Per Week	[7]	\$ 227	\$ 232	\$ 5
	Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	Per Week	[7]	\$ 41	\$ 42	\$ 1
	Summer Camp 9am-3pm ONLY	Per Week	[7]	\$ 178	\$ 182	\$ 4
	Summer Camp (Half Day) 9am-12pm or 1pm-4pm*					
	Minimum	Per Week	[7]	\$ 76	\$ 78	\$ 2
	Maximum	Per Week	[7]	\$ 107	\$ 110	\$ 3
6	Seniors					
	Senior Health and Wellness					
	Power Walk	Per Class		\$ -	\$ -	-
	Senior Fitness					
	Daily Drop-In	Per Class	[10]	\$ 1	\$ 2	\$ 1
	25 - Visit Pass	Per Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Self Defense	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Tai Chi	Per 4-Week Session	[7]	\$ 22	\$ 23	\$ 1
	Senior Mat Yoga	Per 4-Week Session	[7]	-	\$ 23	-
	Senior Chair Yoga	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Yoga	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Zumba Gold	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Indoor Tennis	Per Class	[10]	\$ 1	\$ 2	\$ 1
	5 Visit - Ballroom Dance Pass	Per Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Arts & Music		[7]			
	12 Visit Drop-In Activities Card	Per Card		\$ 23	\$ 24	\$ 1
	Arts & Craft Class	Per Class		\$ -	\$ -	-
	Arts & Craft Project		[10]			
	Minimum	Per Project		\$ 5	\$ 6	\$ 1
	Maximum	Per Project		\$ 12	\$ 13	\$ 1
	Painting	Per Class		\$ -	\$ -	-
	Scrapbooking	Per Class		\$ -	\$ -	-
	Needle Art	Per Class		\$ -	\$ -	-
	Jewelry Making	Per Class	[10]	\$ 12	\$ 13	\$ 1
	Card Making	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Line Dancing	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Country Jams	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Senior Recreation					
	Tea Social	Per Class		\$ -	\$ -	-
	Bingo	Per Class		\$ -	\$ -	-
	Social Recreation Programs	Per Class		\$ -	\$ -	-
	Table Games	Per Class		\$ -	\$ -	-
	Indoor Pickleball	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Ping Pong					
	Cooking Class	Per Class	[10]	-	\$ 6	-
	Daily Drop-in	Per Class	[10]	\$ 1	\$ 2	\$ 1
	24- Visit pass	24-Visit Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Special Events (Includes Dances)					
	Minimum	Per Event	[7]	\$ 5	\$ 6	\$ 1
	Maximum	Per Event	[7]	\$ 23	\$ 24	\$ 1
	Booth for Special Events					
	Non-Profit	Per Event		\$ 28	\$ 29	\$ 1
	For-Profit	Per Event		\$ 58	\$ 59	\$ 1
	Senior Trips					
	Bus Trips					
	Resident	Per Person	[7, 8]	\$ 37	\$ 38	\$ 1
	Senior Social Services					
	Lunch Program	Per Month		\$ -	\$ -	-
	AARP Programs	Per Month		\$ -	\$ -	-
	Other Services	Per Month		\$ -	\$ -	-
	Clubs	Per Month		\$ -	\$ -	-



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
7	Athletics					
	Adult Sports					
	Adult Slow Pitch Leagues					
	Minimum	Per Team	[5]	\$ 331	\$ 339	\$ 8
	Maximum	Per Team	[5]	\$ 615	\$ 630	\$ 15
	Adult/Youth Fast Pitch Leagues					
	Minimum	Per Team	[5]	\$ 533	\$ 546	\$ 13
	Maximum	Per Team	[5]	\$ 709	\$ 726	\$ 17
	Adult/Youth Softball Tournament					
	Minimum	Per Team	[5,6]	\$ 296	\$ 303	\$ 7
	Maximum	Per Team	[5,6]	\$ 592	\$ 606	\$ 14
	Adult Softball Protest Fee	Per Protest		\$ 29	\$ 30	\$ 1
	Adult Flag Football League					
	Minimum	Per Team	[5]	\$ 474	\$ 485	\$ 11
	Maximum	Per Team	[5]	\$ 709	\$ 726	\$ 17
	Adult Kickball League					
	Minimum	Per Team	[5]	\$ 325	\$ 333	\$ 8
	Maximum	Per Team	[5]	\$ 474	\$ 485	\$ 11
	Adult/Youth Home Run Derby Event					
	Minimum	Per Player	[3,4]	\$ -	\$ 25	-
	Maximum	Per Player	[3,4]	\$ -	\$ 55	-
8	Youth Sports					
	Resident					
	Youth Basketball League					
	Minimum	Per Player	[5,7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[5,7]	\$ 95	\$ 97	\$ 2
	Jr. Giants Youth Baseball (Free Program)	Per Player		\$ -	\$ -	-
	49er Prep Flag Football (Free Program)	Per Player		\$ -	\$ -	-
	Youth Sports Camps					
	Minimum	Per Player	[7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[7]	\$ 95	\$ 97	\$ 2
	Flag Football League (Operated by City of Tracy Staff)					
	Minimum	Per Player	[5,7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[5,7]	\$ 107	\$ 110	\$ 3
	Friday Night Lights Flag Football League (Operated by Contract Instructor)					
	Minimum	Per Player	[5,7]	\$ 154	\$ 158	\$ 4
	Maximum	Per Player	[5,7]	\$ 180	\$ 184	\$ 4
	Tracy Tots Baby Gym					
	Minimum	Per Session	[3,7]	\$ 25	\$ 26	\$ 1
	Maximum	Per Session	[3,7]	\$ -	\$ 60	-



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
9	Aquatics					
	World's Largest Swim Lesson Event (Free Event)	Per Person		\$ -	\$ -	-
	Aquatics Special Events (Dive-in Movie, Teen Events, Pumpkin Drive)					
	Minimum	Per Person		\$ 5	\$ 6	\$ 1
	Maximum	Per Person		\$ 26	\$ 27	\$ 1
	General Recreation Swim					
	Individual Entrance Fee					
	Minimum	Per Person		\$ 2	\$ 3	\$ 1
	Maximum	Per Person		\$ 5	\$ 6	\$ 1
	10 Visit Pass					
	Minimum	Per Pass		\$ 27	\$ 28	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Senior (50+) 10 Visit Pass					
	Minimum	Per Pass		\$ 16	\$ 17	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Swim Lessons					
	Parent Tot					
	Minimum	Per Person	[7]	\$ 27	\$ 28	\$ 1
	Maximum	Per 2 Week Session	[7]	\$ 96	\$ 98	\$ 2
	Swim Skills (Levels 1-4)					
	Minimum	Per Person	[7]	\$ 28	\$ 29	\$ 1
	Maximum	Per Person, Per 2 Week Session	[7]	\$ 71	\$ 73	\$ 2
	Advanced Swim					
	Minimum	Per Person	[7]	\$ 28	\$ 29	\$ 1
	Maximum	Per Person, Per 2 Week Session	[7]	\$ 71	\$ 73	\$ 2
	Water Aerobics					
	Drop-in					
	Minimum	Per Person	[9]	\$ 5	\$ 6	\$ 1
	Maximum	Per Person	[9]	\$ 9	\$ 10	\$ 1
	10 Visit Pass					
	Minimum	Per Pass	[7]	\$ 38	\$ 39	\$ 1
	Maximum	Per Pass	[7]	\$ 81	\$ 83	\$ 2
	Senior Water Exercise - 10 Visit Pass					
	Minimum	Per Pass		\$ 28	\$ 29	\$ 1
	Maximum	Per Pass		\$ 40	\$ 41	\$ 1
	Aqua Arthritis	Per Class	[7]	-	\$ 5	-
	Lap Swimming					
	Individual Entrance Fee					
	Minimum	Per Person		\$ 3	\$ 4	\$ 1
	Maximum	Per Person		\$ 5	\$ 6	\$ 1
	10 Visit Pass					
	Minimum	Per Pass		\$ 27	\$ 28	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Other Classes/Programs					
	Swim Camp					
	Minimum	2 Week Session	[7]	\$ 81	\$ 83	\$ 2
	Maximum	2 Week Session	[7]	\$ 108	\$ 111	\$ 3
	Diving					
	Minimum	2 Week Session	[7]	\$ 59	\$ 60	\$ 1
	Maximum	2 Week Session	[7]	\$ 65	\$ 67	\$ 2
	Basic Water Polo					
	Minimum	2 Week Session	[7]	\$ 59	\$ 60	\$ 1
	Maximum	2 Week Session	[7]	\$ 65	\$ 67	\$ 2
	Competitive Swim					
	Minimum	1 Week Session	[7]	-	\$ 66	-
	Maximum	1 Week Session	[7]	-	\$ 73	-
	Water Polo Fundamental Clinics					
	Minimum	1 Week Session	[7]	\$ 50	\$ 51	\$ 1
	Maximum	1 Week Session	[7]	\$ 55	\$ 56	\$ 1



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Lifeguard Certification					
	Minimum	Per Person	[7]	\$ 247	\$ 253	\$ 6
	Maximum	Per Person	[7]	\$ 272	\$ 279	\$ 7
	Lifeguard Recertification					
	Minimum	Per Person	[7]	\$ 90	\$ 92	\$ 2
	Maximum	Per Person	[7]	\$ 99	\$ 101	\$ 2
	Lifeguard Instructor Certification					
	Minimum	Per Person	[7]	\$ 200	\$ 205	\$ 5
	Maximum	Per Person	[7]	\$ 220	\$ 225	\$ 5
	Lifeguard Instructor Recertification					
	Minimum	Per Person	[7]	\$ 125	\$ 128	\$ 3
	Maximum	Per Person	[7]	\$ 138	\$ 141	\$ 3
	Water Safety Instructor Certification					
	Minimum	Per Person	[7]	-	\$ 205	-
	Maximum	Per Person	[7]	-	\$ 225	-
	Private Swim Lesson					
	Minimum	Per Day	[7, 9]	\$ 13	\$ 14	\$ 1
	Maximum	Per Day	[7, 9]	\$ 15	\$ 16	\$ 1
10	Community Events					
	Event Ticket					
	Minimum	Per Person		\$ 20	\$ 21	\$ 1
	Maximum	Per Person		\$ 43	\$ 44	\$ 1
	Event Booth Fee					
	Minimum	Per Booth		\$ 27	\$ 28	\$ 1
	Maximum	Per Booth		\$ 161	\$ 165	\$ 4
	Contest Entry Fee					
	Minimum	Per Entry		\$ 27	\$ 28	\$ 1
	Maximum	Per Entry		\$ 43	\$ 44	\$ 1
	Food Vendor/Truck Entry					
	Minimum	Per Event		\$ -	\$ 50	-
	Maximum	Per Event		\$ -	\$ 100	-
	Health Department	Per Event	[11]	Actual Cost	Actual Cost	-
11	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full-Time					
	During Business Hours	Per Hour		\$ 229	\$ 234	\$ 5
	After Business Hours	Per Hour		\$ 255	\$ 261	\$ 6
	Part-Time					
	During Business Hours	Per Hour		\$ 29	\$ 30	\$ 1
	After Business Hours	Per Hour		\$ 33	\$ 34	\$ 1

Notes

- [1] Applied to all advertising in City's Activity Guide publications
- [2] Applied to all rental requests & special event permit requests
- [3] To be used based on Staff's assessment of need, and based on participant levels
- [4] To be Used based on Staff's assessment of need and negotiations with Contract Instructors
- [5] League fees pending format, number of games & services
- [6] Tournaments vary based on type of tournament and awards provided
- [7] Non-Resident fees are 10% higher across the board
- [8] Based on charter bus fees, destination and length of trip
- [9] If CPI increases is less than \$1, fee will be increased by \$1
- [10] If fee is \$1 or more, non-resident fee pay an additional \$1
- [11] Actual cost of invoice from vendor/contractor/San Joaquin County



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Administration					
	Non-Profit					
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		\$ 108	\$ 111	\$ 3
	Verification of non-profit status	Per Verification	[5]	\$ 15	\$ 16	\$ 1
	Private/Commercial					
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		\$ 215	\$ 220	\$ 5
	Facility Rental Application Fee - Applied to all rental permit requests (Excluding Special Events)	Per Application		\$ 41	\$ 42	\$ 1
	Improper Checkout - Renters violating permit conditions(e.g. staying past reservation time, unauthorized items, etc.)					
	Minimum	Per Occurrence		\$ 76	\$ 78	\$ 2
	Maximum	Per Occurrence		\$ 205	\$ 210	\$ 5
2	Community Center Rentals					
	Main Hall (5,300 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 47	\$ 48	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 81	\$ 83	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 115	\$ 118	\$ 3
	Conference Room A or B (250 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)	[5]	\$ 10	\$ 11	\$ 1
	Private Classification	Per Hour (4 hour Min.)	[5]	\$ 16	\$ 17	\$ 1
	Commercial	Per Hour (4 hour Min.)		\$ 21	\$ 22	\$ 1
	Entire Facility (6,200 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 53	\$ 54	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 94	\$ 96	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 132	\$ 135	\$ 3
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 79	\$ 81	\$ 2
	Private Classification	Per Hour (4 hour Min.)		\$ 135	\$ 138	\$ 3
	Commercial	Per Hour (4 hour Min.)		\$ 191	\$ 196	\$ 5



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Additional Fees					
	Extra Dumpster Disposal Fee (Required for Crab-Feeds and Other Rentals as Deemed Necessary by Staff)					
	Processing Fee	Per Rental, Per Dumpster		\$ 55	\$ 56	\$ 1
	Dumpster Fee	Actual Cost		Actual Cost	Actual Cost	-
	Deposit		[1]			
	Main Hall or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Conference Room A or B	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
3	Tracy Sports Complex Meeting Room Rental					
	TSC Meeting Room (700 Sq Ft)					
	Non-Profit	Per Hour	[5]	\$ 20	\$ 21	\$ 1
	Private Classification	Per Hour		\$ 35	\$ 36	\$ 1
	Commercial	Per Hour		\$ 48	\$ 49	\$ 1
	Deposit		[1]			
	Meeting Room	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
4	Tracy Transit Station					
	Room 103 or 104 (590 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 24	\$ 25	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 42	\$ 43	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 59	\$ 60	\$ 1
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 36	\$ 37	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 86	\$ 88	\$ 2
	Room 103 and 104 (1,180 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 48	\$ 49	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 84	\$ 86	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 119	\$ 122	\$ 3
	Weekend					



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Non-Profit	Per Hour (2 hour Min.)		\$ 72	\$ 74	\$ 2
	Private Classification	Per Hour (2 hour Min.)		\$ 126	\$ 129	\$ 3
	Commercial	Per Hour (2 hour Min.)		\$ 179	\$ 183	\$ 4
	Room 105 (913 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 37	\$ 38	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 65	\$ 67	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 93	\$ 95	\$ 2
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 56	\$ 57	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 98	\$ 100	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 139	\$ 142	\$ 3
	Entire Facility (4,044 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 109	\$ 112	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 191	\$ 196	\$ 5
	Commercial	Per Hour (4 hour Min.)		\$ 271	\$ 278	\$ 7
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 163	\$ 167	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 286	\$ 293	\$ 7
	Commercial	Per Hour (4 hour Min.)		\$ 408	\$ 418	\$ 10
	Deposit		[1]			
	All Conference Rooms	Per Rental		\$ 279	\$ 500	\$ 221
	Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
5	Electric Vehicle Charging Station Rates (Transit Station)					
	Charging Station Session Fee	Per Session		-	\$ 1	-
	Charging Station Energy Use Fee	Per kWh of energy used		-	\$ 0.41	-
6	Tracy Civic Center Rental					
	Council Chambers (3,500 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 42	\$ 43	\$ 1



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Private Classification	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 106	\$ 109	\$ 3
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 111	\$ 114	\$ 3
	Commercial	Per Hour (2 hour Min.)		\$ 159	\$ 163	\$ 4
	Conference Room #109 (500 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)	[5]	\$ 20	\$ 21	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 35	\$ 36	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 51	\$ 52	\$ 1
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 30	\$ 31	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 52	\$ 53	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 74	\$ 76	\$ 2
	Conference Room #203 (825 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 34	\$ 35	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 58	\$ 59	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 83	\$ 85	\$ 2
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 51	\$ 52	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 87	\$ 89	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 125	\$ 128	\$ 3
	Lobby					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 53	\$ 54	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 93	\$ 95	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 132	\$ 135	\$ 3
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 54	\$ 55	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 96	\$ 98	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 198	\$ 203	\$ 5



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Fountain Plaza - 1 to 50 People		[5]			
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 9	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 15	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 22	-
	Fountain Plaza - 51 to 100 People					
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 13	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 22	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 32	-
	Fountain Plaza - 101+ People					
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 32	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 29	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 42	-
	Fountain Plaza Non-Profit Max Daily Rental Rate	Per Rental		-	\$ 66	-
	Deposit		[1]			
	All Conference Rooms	Per Rental		\$ 279	\$ 500	\$ 221
	Lobby or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
7	Park and Picnic Areas					
	Park/Picnic - 1 to 50 People					
	Non-Profit	Per Hour (2 hour Min.)	[5]	\$ 18	\$ 19	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 30	\$ 31	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 44	\$ 45	\$ 1
	Park/Picnic - 51 to 100 People					
	Non-Profit	Per Hour (2 hour Min.)		\$ 25	\$ 26	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 44	\$ 45	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 64	\$ 66	\$ 2
	Park/Picnic - 101+ People					
	Non-Profit	Per Hour (2 hour Min.)		\$ 34	\$ 35	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 58	\$ 59	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 83	\$ 85	\$ 2



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Inflatable Structures Administrative Fee	Per Day, Per Structure	[2]	\$ 59	\$ 60	\$ 1
	Non-Profit Max Daily Rental Rate	Per Rental		\$ 132	\$ 135	\$ 3
	Deposits					
	Less than 50, Traditional Activity	Per Rental		\$ -	\$ -	\$ -
	50-100; or Less than 50 Non-traditional	Per Rental		\$ 133	\$ 136	\$ 3
	101-200 attendees	Per Rental		\$ 265	\$ 271	\$ 6
	201-300 attendees	Per Rental		\$ 397	\$ 407	\$ 10
	301 and above attendees	Per Rental		\$ 662	\$ 678	\$ 16
8	Parking Lot Rental (Locations and Availability at City Discretion)					
	Vehicle Access Pass			-	\$ 11	-
	Base Fee	10 Hour Max.		\$ 130	\$ 133	\$ 3
	Plus Use Fee					
	Non-Profit	Per Parking Lot Space	[5]	\$ 3	\$ 4	\$ 1
	Private Classification	Per Parking Lot Space	[5]	\$ 6	\$ 7	\$ 1
	Commercial	Per Parking Lot Space	[5]	\$ 7	\$ 8	\$ 1
9	Mobile Stage Rental					
	Set Up (36' x 14')					
	Non-Profit	Per Rental		\$ 413	\$ 423	\$ 10
	Deposits					
	Non-Profit	Per Rental		\$ 559	\$ 800	\$ 241
10	Tennis Court Rental					
	Non-Profit Youth					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Non-Profit Adult					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Private					
	Practice/Games	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	League	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 20	\$ 21	\$ 1
	Commercial					



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Practice/Games	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	League	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 26	\$ 27	\$ 1
	Tennis Court Rental Deposit	Per Court		\$ 66	\$ 68	\$ 2
11	Tennis Court Rental Lights					
	Non-Profit Youth					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 11	\$ 12	\$ 1
	Non-Profit Adult					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Private/Commercial					
	Practice/Games	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	League	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 18	\$ 19	\$ 1
12	Lolly Hansen Senior Center Rental					
	Main Hall (3120 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 113	\$ 116	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 174	\$ 178	\$ 4
	Commercial	Per Hour (4 hour Min.)		\$ 235	\$ 241	\$ 6
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 154	\$ 158	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 246	\$ 252	\$ 6
	Commercial	Per Hour (4 hour Min.)		\$ 338	\$ 346	\$ 8
	Outdoor Area (1948 Sq Ft) Only Included with Main Hall or Entire Facility Rental					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 71	\$ 73	\$ 2
	Private Classification	Per Hour (4 hour Min.)		\$ 92	\$ 94	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 120	\$ 123	\$ 3



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 107	\$ 110	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 139	\$ 142	\$ 3
	Commercial	Per Hour (4 hour Min.)		\$ 181	\$ 185	\$ 4
	Classroom 1 (499 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 51	\$ 52	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 66	\$ 68	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 81	\$ 83	\$ 2
	Classroom 2 (739 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 61	\$ 62	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 82	\$ 84	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 105	\$ 108	\$ 3
	Classroom 1 & 2 Combo (1,238 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 112	\$ 115	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 148	\$ 152	\$ 4
	Commercial	Per Hour (4 hour Min.)		\$ 186	\$ 190	\$ 4
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 143	\$ 146	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 189	\$ 194	\$ 5
	Commercial	Per Hour (4 hour Min.)		\$ 241	\$ 247	\$ 6
	Entire Facility (5819 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 167	\$ 171	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 270	\$ 276	\$ 6
	Commercial	Per Hour (4 hour Min.)		\$ 369	\$ 378	\$ 9
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 234	\$ 240	\$ 6
	Private Classification	Per Hour (4 hour Min.)		\$ 389	\$ 398	\$ 9
	Commercial	Per Hour (4 hour Min.)		\$ 541	\$ 554	\$ 13
	Deposit		[1]			
	Main Hall or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	All Classrooms	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
	Additional Fees					
	Extra Dumpster Disposal Fee (Required for Rentals as Deemed Necessary by Staff)					
	Processing Fee	Per Rental, Per Dumpster		\$ 55	\$ 56	\$ 1
	Dumpster Fee	Actual Cost	[6]	Actual Cost	Actual Cost	-
	Cleaning Fee (Applied if additional cleaning is deemed necessary by Staff)	Actual Cost	[6]	Actual Cost	Actual Cost	-
13	Sports Facilities (Ritter Family Ballpark, TSC, Plascencia Fields, Tiago, Galli, Clyde Bland, Veterans & Legacy Fields)					
	Unauthorized Permit Use					
	First Occurrence - Warning	Per Occurrence		-	\$ -	-
	Second Occurrence	Per Occurrence		-	\$ 50	-
	Third Occurrence	Per Occurrence		-	\$ 100	-
	No Show Occurrence					
	First Occurrence - Warning	Per Occurrence		-	\$ -	-
	Second Occurrence	Per Occurrence		-	\$ 50	-
	Third Occurrence	Per Occurrence		-	\$ 100	-
	Standard Field (Ritter Family Ballpark, Tiago, Clyde, Galli, Veteran Fields, Plascencia Fields)					
	League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 15	\$ 16	\$ 1
	Private Classification	Per Hour, Per Field		\$ 28	\$ 29	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 39	\$ 40	\$ 1
	Premium Field (TSC, Legacy Fields)					
	League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 12	\$ 13	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 19	\$ 20	\$ 1
	Private Classification	Per Hour, Per Field		\$ 34	\$ 35	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 46	\$ 47	\$ 1
	Lights Fee - League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 13	\$ 14	\$ 1
	Private Classification	Per Hour, Per Field		\$ 17	\$ 18	\$ 1



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Commercial Classification	Per Hour, Per Field		\$ 24	\$ 25	\$ 1
	Deposit for Baseball/Softball Bases	Per Rental		\$ 288	\$ 295	\$ 7
	Storage Container License	Per Sq. Ft. of Ground Space		\$ 0.51	\$ 0.52	\$ 0.01
	Daily Fee - Tournaments - Standard Fields					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 81	\$ 83	\$ 2
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 131	\$ 134	\$ 3
	Private Classification	Per Hour, Per Field		\$ 163	\$ 167	\$ 4
	Commercial Classification	Per Hour, Per Field		\$ 195	\$ 200	\$ 5
	Daily Fee - Tournaments - Premium Fields					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 109	\$ 112	\$ 3
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 145	\$ 148	\$ 3
	Private Classification	Per Hour, Per Field		\$ 281	\$ 288	\$ 7
	Commercial Classification	Per Hour, Per Field		\$ 387	\$ 396	\$ 9
	Lights Fee - Tournaments					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 13	\$ 14	\$ 1
	Private Classification	Per Hour, Per Field		\$ 18	\$ 19	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 25	\$ 26	\$ 1
	Field Damage Deposit	Per Field		\$ 121	\$ 124	\$ 3
	Gate Fee - Tournaments					
	All Classifications	Per Tournament		\$ 125	\$ 150	\$ 25
	Gate Fee - Local League Games					
	Non-Profit Classifications	Per Season		\$ -	\$ 125	\$ -
	On-site Staffing Fee for Sports Fields Use					
	All Classifications	Per Hour, Per Complex		\$ 33	\$ 34	\$ 1
	Softball Field Preparations					
	Light Watering	Per Preparation		\$ 13	\$ 14	\$ 1
	Chalking	Per Preparation		\$ 15	\$ 16	\$ 1
	Light Watering, Minor Dragging	Per Preparation		\$ 19	\$ 20	\$ 1
	Full Field Preparation	Per Preparation		\$ 50	\$ 51	\$ 1
	Outfield Fencing Rental	Per Field		\$ 143	\$ 146	\$ 3
	Concession Stands					
	Non-Profit	Per Occurrence		\$ 5	\$ 6	\$ 1
	Private	Per Occurrence		\$ 8	\$ 9	\$ 1
	Private/Commercial Classification	Per Occurrence		\$ 12	\$ 13	\$ 1
	Monthly Rental Rate	Per Month	[7]	\$ 152	\$ 156	\$ 4
	Mobile Food Truck	Per Occurrence		\$ 5	\$ 6	\$ 1

City of Tracy

Master Fee Schedule

Adopted:



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
14	Joe Wilson Community Pool Rentals					
	Any Size Groups, When Organization Provides Own Lifeguards & Includes 1 Senior Lifeguard					
	All Classifications	Per Hour (Min. 2 Hours)		\$ 86	\$ 88	\$ 2
	Up to 50 People, Includes 1 Senior Lifeguard & 1 Lifeguard					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 104	\$ 106	\$ 2
	Private Classification	Per Hour (Min. 2 Hours)		\$ 116	\$ 119	\$ 3
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 128	\$ 131	\$ 3
	Up to 75 People, Includes 1 Senior Lifeguard & 2 Lifeguards					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 123	\$ 126	\$ 3
	Private Classification	Per Hour (Min. 2 Hours)		\$ 135	\$ 138	\$ 3
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 146	\$ 150	\$ 4
	Up to 100 People, Includes 1 Senior Lifeguard & 3 Lifeguards					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 141	\$ 144	\$ 3
	Private Classification	Per Hour (Min. 2 Hours)		\$ 153	\$ 157	\$ 4
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 166	\$ 170	\$ 4
	Deposits					
	All Classifications, All Group Sizes	Per Rental		\$ 184	\$ 500	\$ 316
	Additional Joe Wilson Pool Rental Fees					
	Extra lifeguard (as deemed necessary by staff, based on event)	Per Hour, Per Lifeguard		\$ 18	\$ 19	\$ 1
	Recreational Swim Pavilion Rental (1089 sqft)	Per Hour		\$ 30	\$ 31	\$ 1
15	Airport Rental					
	New Jerusalem Rental Area	Per Day		\$ 1,440	\$ 1,475	\$ 35
	Tracy Municipal Airport Rental Area	Per Day		\$ 1,440	\$ 1,475	\$ 35
16	City Owned Airport Hangar Rental Rates					
	F-Series	Per Month		\$ 281	\$ 288	\$ 7
	3-Series	Per Month		\$ 342	\$ 350	\$ 8
	4-Series	Per Month		\$ 342	\$ 350	\$ 8
	G-Series	Per Month		\$ 354	\$ 362	\$ 8
	B-Series	Per Month		\$ 471	\$ 482	\$ 11
	Tie-Down	Per Month		\$ 20	\$ 50	\$ 30



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
17	Parades on Downtown Streets		[4]			
	Parade Route					
	Non-Profit Classification	Per Event		\$ 1,224	\$ 1,253	\$ 29
18	Co-Sponsorship Events					
	Indoor City Facility Rental	Per Event		\$ -	\$ -	-
	Outdoor City Facility Rental	Per Event		\$ -	\$ -	-
	Street Closures (i.e barricades, signage, delineator, etc.)	Per Event		\$ -	\$ -	-
	City Equipment & Material (i.e. mobile stage, etc)	Per Event		\$ -	\$ -	-
	City Staffing	Per Event		\$ -	\$ -	-
	Encroachment Permit	Per Event		\$ -	\$ -	-
19	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full-Time					
	During Business Hours	Per hour		\$ 229	\$ 234	\$ 5
	After Business Hours	Per hour		\$ 255	\$ 261	\$ 6
	Part-Time					
	During Business Hours	Per hour		\$ 29	\$ 30	\$ 1
	After Business Hours	Per hour		\$ 33	\$ 34	\$ 1

Notes

- [1] An additional deposit is required for all activities where alcohol is sold or served
- [2] All Classifications: Fee is applied to all approved inflatable requests to accompany a park rental
- [3] Includes projector and screen use
- [4] Exception: Until further notice, Parade Fees will not be charged for Public School District-sponsored parades.
- [5] If the CPI increase is \$1 or less, a \$1 increase will be applied to that fee
- [6] Actual cost of invoice from vendor or contractor
- [7] Increase the fee by 10% annually per site for the duration of each contract agreement



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
1	Deposits						
	EK Theatre	Per Use	[1]	\$ 550	\$ 563	\$ 13	\$ 550
	Studio Theatre	Per Use	[2]	\$ 275	\$ 282	\$ 7	\$ 275
	Dance Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Visual Arts I & II	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Children's Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Ceramic & Fused Glass Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Music Studio I	Per Use		\$ 100	\$ 102	\$ 2	\$ 100
	Music Studio II	Per Use		\$ 75	\$ 77	\$ 2	\$ 75
	Music Studio III	Per Use		\$ 50	\$ 51	\$ 1	\$ 50
	Music Studio IV	Per Use		\$ 100	\$ 102	\$ 2	\$ 100
	Grand Galleries	Per Use		\$ 150	\$ 154	\$ 4	\$ 150
	Lobby Areas	Per Use		\$ 250	\$ 256	\$ 6	\$ 250
	Loggia	Per Use		\$ 50	\$ 51	\$ 1	\$ 50
2	EK Theatre Rentals						
	Non-Profit			Minimum 10% of ticket sales, or fees listed below, whichever is greater.	Minimum 10% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 10% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance (Non-profit)						
	First 8 Hours	First 8 Hours	[3]	\$ 647	\$ 663	\$ 16	\$ 647
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
	Non-Prime Time Rental: Rehearsal or Performance (Non-Profit)						
	First 8 Hours	First 8 Hours	[3]	\$ 323	\$ 331	\$ 8	\$ 323
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
	Prime Time Co-Present or Resident Company: Performance or Rehearsal (Non-Profit)						
	Per 8 Hours	Per 8 Hours	[3]	\$ 519	\$ 531	\$ 12	\$ 519
	Non-Prime Time Co-Present or Rental Resident Company: Rental Rehearsal or Performance (Non-Profit)						
	Per 8 Hours	Per 8 Hours	[3]	\$ 260	\$ 266	\$ 6	\$ 260
	Commercial			Minimum 15% of ticket sales, or fees listed below, whichever is greater.	Minimum 15% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 15% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Performance (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 1,941	\$ 1,988	\$ 47	\$ 1,941
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
	Prime Time Rental: Rehearsal (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 1,941	\$ 1,988	\$ 47	\$ 1,941
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
	Non-Prime Time Rental: Rehearsal or Performance (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 845	\$ 865	\$ 20	\$ 845
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
3	Studio Theatre Rentals						
	Non-Profit			Minimum 10% of ticket sales, or fees listed below, whichever is greater.	Minimum 10% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 10% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 124	\$ 127	\$ 3	\$ 124
	Each Additional Hour	Each Add'l Hr		\$ 68	\$ 70	\$ 2	\$ 68
	Non-Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 90	\$ 92	\$ 2	\$ 90
	Each Additional Hour	Each Add'l Hr		\$ 68	\$ 70	\$ 2	\$ 68
	Prime Time Co-Present or Resident Company: Rehearsal or Performance						
	Per 5 Hours	Per 5 Hours	[3]	\$ 100	\$ 102	\$ 2	\$ 100
	Non-Prime Time Co-Present or Resident Company: Rehearsal or Performance						
	Per 5 Hours	Per 5 Hours	[3]	\$ 72	\$ 74	\$ 2	\$ 72



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Commercial			Minimum 15% of ticket sales, or fees listed below, whichever is greater.	Minimum 15% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 15% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 339	\$ 347	\$ 8	\$ 339
	Each Additional Hour	Each Add'l Hr		\$ 203	\$ 208	\$ 5	\$ 203
	Non-Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 372	\$ 381	\$ 9	\$ 372
	Each Additional Hour	Each Add'l Hr		\$ 203	\$ 208	\$ 5	\$ 203
4	Dance Studio						
	<i>Private & Group Instruction Educational Events Rehearsal & Facility Event Use >Includes Basic Furniture Set & Studio Amenities >Includes Sound System & one (1) Wired Microphone with Stand >Non-Dance/Movement Use Requires Floor Covering</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 113	\$ 116	\$ 3	\$ 113
	Each Additional Hour	Each Add'l Hr		\$ 56	\$ 57	\$ 1	\$ 56
	Commercial						
	First 2 Hours	First 2 Hours		\$ 226	\$ 231	\$ 5	\$ 226
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
5	Studio Theatre						
	<i>Private & Group Instruction Group Recital, Educational Events Meetings and Facility Event Use Rehearsal (Non-event Use) >Does Not Include Furniture Set or A/V Amenities >Does Not Include Tech Support (See Labor Fees) >Non-Educational/Performance Use (See Theatre Rental Options)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 113	\$ 116	\$ 3	\$ 113
	Each Additional Hour	Each Add'l Hr		\$ 56	\$ 57	\$ 1	\$ 56
	Commercial						
	First 2 Hours	First 2 Hours		\$ 226	\$ 231	\$ 5	\$ 226
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
6	Visual Arts I & II / Children's Studio						
	<i>Private & Group Instruction Group Recital, Educational Events Visual Arts Labs Meetings and Facility Event Use >Includes Basic Furniture Set & Studio Amenities >Does not include use of Printmaking Lab in VAIL</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 84	\$ 86	\$ 2	\$ 84
	Each Additional Hour	Each Add'l Hr		\$ 45	\$ 46	\$ 1	\$ 45
	Commercial						
	First 2 Hours	First 2 Hours		\$ 169	\$ 173	\$ 4	\$ 169
	Each Additional Hour	Each Add'l Hr		\$ 84	\$ 86	\$ 2	\$ 84



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
7	Ceramic & Fused Glass Studio						
	<i>Private & Group Instruction >Includes Basic Furniture Set & Studio Amenities >Requires Staff Supervision (See Labor Fees) >Not available for Non-Educational/Studio Use >Does not include Firing & Materials (See Ceramic & Fused Glass Fees)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 84	\$ 86	\$ 2	\$ 84
	Each Additional Hour	Each Add'l Hr		\$ 45	\$ 46	\$ 1	\$ 45
	Commercial						
	First 2 Hours	First 2 Hours		\$ 169	\$ 173	\$ 4	\$ 169
	Each Additional Hour	Each Add'l Hr		\$ 84	\$ 86	\$ 2	\$ 84
8	Private Art Making Event						
	<i>Private & Group Instruction with Staff Assigned Room Rental in the Studio Theatre, Visual Arts 01 & 02, Children's Studio, Ceramics & Fused Glass Studio >Includes Basic Furniture Set & Studio Amenities >Requires Staff Supervision (See Labor Fees) >Activity Dependent Materials Fee</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 41	\$ 42	\$ 1	\$ 41
	Each Additional Hour	Each Add'l Hr		\$ 21	\$ 22	\$ 1	\$ 21
	Activity Dependent Materials	Per Participant		\$ 5 - 35	\$ 5 - 35	-	\$ 5 - 35
	Commercial						
	First 2 Hours	First 2 Hours		\$ 82	\$ 84	\$ 2	\$ 82
	Each Additional Hour	Each Add'l Hr		\$ 41	\$ 42	\$ 1	\$ 41
	Activity Dependent Materials	Per Participant		\$ 5 - 35	\$ 5 - 35	-	\$ 5 - 35
9	Music Studio I						
	<i>Private & Group Instruction Instrument & Voice Lab Group Recital, Educational Events Rehearsal Up to 20 users >Includes Basic Furniture Set & Studio Amenities >Includes Use of Spinet Piano, Baby Grand Piano, and/or Electric Piano >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr		\$ 36	\$ 37	\$ 1	\$ 36
	Commercial						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
10	Music Studio II						
	<i>Private & Group Instruction Instrument & Voice Lab Rehearsal Up to 6 users >Includes Basic Furniture Set & Studio Amenities >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 62	\$ 63	\$ 1	\$ 62
	Each Additional Hour	Each Add'l Hr		\$ 31	\$ 32	\$ 1	\$ 31
	Commercial						
	First 2 Hours	First 2 Hours		\$ 123	\$ 126	\$ 3	\$ 123
	Each Additional Hour	Each Add'l Hr		\$ 62	\$ 63	\$ 1	\$ 62



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
11	Music Studio III						
	<i>Private Instruction Instrument & Voice Lab Rehearsal Up to 3 users >Includes Basic Furniture Set & Studio Amenities >Includes Use of Spinet Piano and/or Electric Piano >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 41	\$ 42	\$ 1	\$ 41
	Each Additional Hour	Each Add'l Hr		\$ 21	\$ 22	\$ 1	\$ 21
	Commercial						
	First 2 Hours	First 2 Hours		\$ 82	\$ 84	\$ 2	\$ 82
	Each Additional Hour	Each Add'l Hr		\$ 41	\$ 42	\$ 1	\$ 41
12	Music Studio IV						
	<i>Private Instruction Digital Recording Lab Rehearsal Up to 3 users >Includes Basic Furniture Set & Studio Amenities >Does not include Studio Engineer >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr		\$ 36	\$ 37	\$ 1	\$ 36
	Commercial						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
13	Grand Galleries						
	<i>Events, Meetings, Presentations, Receptions >Exhibitions Program Schedule Dependent >Requires Staff Supervision (See Labor Fees) >Not Available for Exhibits/Displays/Retail Use</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
	Commercial						
	First 2 Hours	First 2 Hours		\$ 308	\$ 315	\$ 7	\$ 308
	Each Additional Hour	Each Add'l Hr		\$ 154	\$ 158	\$ 4	\$ 154
14	Lobby Areas						
	<i>>Public Spaces during Facility Hours & Programming</i>						
	Non-Profit						
	Upstairs	Per 4 Hours		\$ 282	\$ 289	\$ 7	\$ 282
	Downstairs	Per 4 Hours		\$ 282	\$ 289	\$ 7	\$ 282
	Commercial						
	Upstairs	Per 4 Hours		\$ 564	\$ 578	\$ 14	\$ 564
	Downstairs	Per 4 Hours		\$ 451	\$ 462	\$ 11	\$ 451
15	Café						
	Non-Profit						
	Non-Revenue Generating Use	Per 4 Hours		\$ 25	\$ 26	\$ 1	\$ 25
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		\$ 50	\$ 51	\$ 1	\$ 50
	Revenue Generating Use (EK Theatre)	Per 4 Hours		\$ 100	\$ 102	\$ 2	\$ 100
	Commercial						
	Non-Revenue Generating Use	Per 4 Hours		\$ 50	\$ 51	\$ 1	\$ 50
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		\$ 100	\$ 102	\$ 2	\$ 100
	Revenue Generating Use (EK Theatre)	Per 4 Hours		\$ 200	\$ 205	\$ 5	\$ 200



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Base rate for negotiated Concessionaire Agreement	Per Month		\$542 plus 50% of non-alcoholic beverages and all food sales	\$542 plus 50% of non-alcoholic beverages and all food sales	-	\$542 plus 50% of non-alcoholic beverages and all food sales
16	Box Office Services						
	Non-Profit						
	Per Performance	Per Performance		\$ 113	\$ 116	\$ 3	\$ 113
	Per Ticket Charge to Patron	Per Ticket	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Commercial						
	Per Performance	Per Performance		\$ 318	\$ 326	\$ 8	\$ 318
	Per Ticket Charge to Patron	Per Ticket	[5]	\$ 4	\$ 4	\$ 0	\$ 4
17	Miscellaneous Rentals						
	Non-Profit & Commercial						
	Installation/Removal of Floor for Orchestra Pit	Per Use		\$ 564	\$ 578	\$ 14	\$ 564
	Wired Microphone						
	1 Mic & Stand	Each	[5]	\$ 16	\$ 16	\$ 0	\$ 16
	10 or more	Each	[5]	\$ 11	\$ 11	\$ 0	\$ 11
	Wireless Microphone (Handheld or Lapel)						
	1 Mic & Stand (4 Max)	Each	[5]	\$ 28	\$ 29	\$ 1	\$ 28
	Drum Mic Package - 8 Microphones	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Direct Box	Per Use	[5]	\$ 26	\$ 27	\$ 1	\$ 26
	Monitor Wedges	Each		\$ 50	\$ 51	\$ 1	\$ 50
	Ramtech Split Snake	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Monitor Console	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Mobile PA	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Lectern Stand with Mic	Per Use	[5]	\$ 21	\$ 22	\$ 1	\$ 21
	Conductor Podium	Per Use	[5]	\$ 21	\$ 22	\$ 1	\$ 21
	Follow Spot(s) with One In-house Tech, Two (2) Max.	Each per 4 Hrs.		\$ 395	\$ 404	\$ 9	\$ 395
	Video Projector (EK Theatre)						
	Per 8 Hour Rental	Per 8 Hour Rental		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr	[5]	\$ 16	\$ 16	\$ 0	\$ 16
	Video Projector (Studio Theatre)						
	Per 5 Hour Rental	Per 5 Hour Rental		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr	[5]	\$ 11	\$ 11	\$ 0	\$ 11
	Haze Machine	Per Use		\$ 51	\$ 52	\$ 1	\$ 51
	Marquee Sign Listing	Per Side/Installation		\$ 56	\$ 57	\$ 1	\$ 56
	Installation & Removal of Marley Mat Dance Floor	Per Use		\$ 226	\$ 231	\$ 5	\$ 226
	6' Folding Tables	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	48" Round Folding Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	36" Round Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	Cocktail Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	Cocktail Table Stools	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Wood Classroom Chairs						
	1 Chair	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	10 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Music Stands						
	1 Stand	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	10 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Black Wenger Orchestra Chairs						
	1 Chair	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	25 or more	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Black Pipe and Drape	Per Installation		\$ 113	\$ 116	\$ 3	\$ 113
	Black Resin Chairs						
	1 Chair	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	25 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Piano Tuning	Per Use		\$225 plus 5%	\$225 plus 5%	-	\$225 plus 5%
	Electric Piano (Roland RD-700NX)	Per Use		\$ 77	\$ 79	\$ 2	\$ 77
	Easels	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Stage Riser (4' x 4')	Each	[5]	\$ 26	\$ 27	\$ 1	\$ 26
	Extension Cord 25' Quad Box	Each		\$ 15	\$ 15	\$ 0	\$ 15
	Extension Cord with Strip	Each		\$ 5	\$ 5	\$ 0	\$ 5
	Grand Piano (Yamaha) & Tuning			\$ 450	\$ 461	\$ 11	\$ 450
	TV Monitor	Per Use		\$ 56	\$ 57	\$ 1	\$ 56
	BlueRay	Per Use		\$ 20	\$ 20	\$ 0	\$ 20
18	Labor Fees						

City of Tracy

Master Fee Schedule

Adopted:



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Non-Profit/Commercial						
	Technical Theatre Supervisor	Per Hour		\$ 64	\$ 66	\$ 2	\$ 66
	Theatre Technicians	Per Hour	[5]	\$ 45	\$ 46	\$ 1	\$ 46
	Hospitality Staff	Per Hour	[5]	\$ 27	\$ 28	\$ 1	\$ 28
	Merchandise Seller	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Usher	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Cultural Arts Supervisor	Per Hour		\$ 64	\$ 66	\$ 2	\$ 66
	Arts Education Program Coordinator	Per Hour	[5]	\$ 51	\$ 52	\$ 1	\$ 52
	Arts Education Instructor	Per Hour	[5]	\$ 28	\$ 29	\$ 1	\$ 29
	Arts Education Recreation Leader III	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Security Personnel (Min \$200 or per hour rate; whichever greater)	Per Hour		\$ 28	\$ 29	\$ 1	\$ 45
19	Additional Fees						
	Non-Profit/Commercial						
	Janitorial Fees						
	Per 8 Hours	Per 8 Hours		\$ 257	\$ 263	\$ 6	\$ 296
	Per 4 Hours	Per 4 Hours		\$ 128	\$ 131	\$ 3	\$ 148
	Porter						
	Per 8 Hours	Per 8 Hours		\$ 246	\$ 252	\$ 6	\$ 296
	Per 4 Hours	Per 4 Hours		\$ 123	\$ 126	\$ 3	\$ 148
	Agreement Processing Fee	Per Contract		\$ 39	\$ 40	\$ 1	\$ 39
	Global Music Rights License Fee	Per Event		\$10 for benefit concerts or .15% of gross revenue for concerts	\$10 for benefit concerts or .15% of gross revenue for concerts	-	\$10 for benefit concerts or .15% of gross revenue for concerts
20	Rental Client Marketing Services						
	<i>Limited availability, as space allows, must use Grand Theatre Center for the Arts contracted graphic designer.</i>						
	Non-Profit						
	Exterior Posterbox	Per Event		\$ 51	\$ 52	\$ 1	\$ 51
	Email Promotion	Per Email		\$ 205	\$ 210	\$ 5	\$ 205
	Atrium & Pre-Show Video	Per Event		\$ 77	\$ 79	\$ 2	\$ 77
	Press Release	Per Release		\$ 77	\$ 79	\$ 2	\$ 77
	Local Postcard Distribution	Per Event		\$ 77	\$ 79	\$ 2	\$ 77
	Social Media Promotion		[4]				
	Facebook Post to Grand Page	Per Post		\$ 77	\$ 79	\$ 2	\$ 77
	Instagram Post to Grand Page	Per Post		\$ 77	\$ 79	\$ 2	\$ 77
	Static Ad Build	Per Ad		\$ 128	\$ 131	\$ 3	\$ 128
	Video Ad Build	Per Ad		\$ 257	\$ 263	\$ 6	\$ 257
	Commercial						
	Exterior Posterbox	Per Event		\$ 103	\$ 105	\$ 2	\$ 103
	Email Promotion	Per Email		\$ 410	\$ 420	\$ 10	\$ 410
	Atrium & Pre-Show Video	Per Event		\$ 154	\$ 158	\$ 4	\$ 154
	Press Release	Per Release		\$ 154	\$ 158	\$ 4	\$ 154
	Local Postcard Distribution	Per Event		\$ 154	\$ 158	\$ 4	\$ 154
	Social Media Promotion		[4]				
	Facebook Post to Grand Page	Per Post		\$ 154	\$ 158	\$ 4	\$ 154
	Instagram Post to Grand Page	Per Post		\$ 154	\$ 158	\$ 4	\$ 154
	Static Ad Build	Per Ad		\$ 257	\$ 263	\$ 6	\$ 257
	Video Ad Build	Per Ad		\$ 513	\$ 525	\$ 12	\$ 513
21	Arts Education Program Fees						
	Non-Profit/Commercial						
	Ceramics & Fused Glass	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Assembly, Firing, Glazes, Finishing - Classes, Camps, Presentations, Private Lessons, Workshops						
	Dance	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Ballroom, Classical, Cultural, Fitness, Modern, Movement, Tai Chi, Technical - Classes, Camps, Presentations, Private Lessons, Workshops						
	Drama	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Acting, Audition, Costume, Writing, Technical, Performance, Props - Classes, Camps, Presentations, Private Lessons, Workshops						
	Literary Arts	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Writing, Journaling, Letterform, Literature, Poetry, Spoken Word - Classes, Camps, Presentations, Private Lessons, Workshops						
	Music	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	- Electronic, Horns, Keyboard, Methodologies, Percussion, Strings, Woodwind, Voice - Classes, Camps, Presentations, Private Lessons, Workshops						
	Visual Arts	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Art History, Design, Digital, Drawing, Fiber, Painting, Photography, Printmaking, Sculpture, Theory - Classes, Camps, Presentations, Private Lessons, Workshops						
	Senior Tuesdays	Per Person		\$6 / \$15	\$6 / \$15	-	\$6 / \$15
	- 3 Days in Designated Months - 2 Activities per Day & Hospitality						
	Program Transaction Fees (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		\$ 5	\$ 5	-	\$ 5
	Program Lab Fees (Applied to applicable studio-based classes for studio furniture, tools, equipment and instrument usage)	Per Person		\$5 - \$60	\$5 - \$60	-	\$5 - \$60
22	Exhibitions Program Fees						
	Juried Exhibition Entry Fee	Per Entry		\$5 - \$25	\$5 - \$25	-	\$5 - \$25
23	Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.						
	Full-Time						
	During Business Hours	Per Hour		\$ 163	\$ 167	\$ 4	\$ 163
	After Business Hours	Per Hour		\$ 180	\$ 184	\$ 4	\$ 180
	Part-Time						
	During Business Hours	Per Hour		\$ 50	\$ 51	\$ 1	\$ 50
	After Business Hours	Per Hour		\$ 55	\$ 56	\$ 1	\$ 55
	Blended						
	During Business Hours	Per Hour		\$ 127	\$ 130	\$ 3	\$ 127
	After Business Hours	Per Hour		\$ 139	\$ 142	\$ 3	\$ 139

Notes

- [1] ETK Theatre Base Rental is 8 Hrs and includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two (2)
- [2] Studio Theatre Base Rental is 5 Hrs. and Includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two
- [3] Prime time is Friday through Sunday. Percentage Payment is Based on Gross Receipts. Fee is either Minimum of 10% of Ticket sales,
- [4] Additional Costs apply for Social Media Ad Campaigns (Minimum Campaign Spend of \$250/Maximum Spend of \$1,500).
- [5] If fee is \$1 or more, non-resident fee pay an additional \$1



Citywide Master Fee Schedule

May 6, 2025



Think Inside the Triangle™

What is the Citywide Master Fee Schedule ?

- A Consolidation of Various Department City-Wide Fees
- Consolidated:
 - For Ease in Community Accessibility
 - To Assure Regular Review and Updates of Fees

What the Fee Schedule Includes

- Administrative Services Fees
- City Clerk Fees
- Cultural Arts (Grand Theatre) Fees
- Community Facilities Fees
- Recreation Fees
- Community & Economic Development Fees
- Public Safety Fees
- Public Works Fees



What the Fee Schedule Does Not Include

- Development Impact Fees (AB1600)
- Mitigation Fees
- Rates Established by Separate Agreements
- Business License Tax
- Enterprise Fund Charges
- Leases of City Property
- Special District Assessments
- Fees Adopted Under Franchise Agreements
- Fines Imposed as Penalties



Inflationary Adjustments

- Some Fees Adjusted to Reflect an Automatic Inflationary Cost Increase
- Inflationary adjustment based upon Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Metropolitan Area
- Adjustment for FY2025-2026 = 2.4%



New Fees

- Communications (previously CCTV)– New Post Production services offered, Flypack fee
- Community Economic Development– Partial Permit Issuance Revision fee
- Police – Police Photo - CD & Thumb drive fees
- Animal Services – Microchip fee
- Public Works – Utilities - Radio Read Devices (Flexnet), Engineering – Reinspection fee
- Recreation Division– Special Interest, Senior, Youth Sports, and Aquatics classes, Community events - Food Vendor Permits
- Community Facilities– Airport Tie-Down Fee, Transit Station – Charging Station Fee, New Rental locations, Sports Facility fees



Adjustments, Corrections or Clarifications

- Names/Titles; Appendix; Formatting
- Fee Corrections
- Fee Removals
- Fees Adjusted to Reflect Inflationary Cost Increases





Think Inside the Triangle™

Cost Recovery

Approximately 71% of the total costs associated with providing fee related services are currently recovered.

The proposed Master Fee Schedule includes a 2.4% CPI increase, with the exception of:

- Cultural Arts – Grand Theatre fees
 - Previous CPI increases have resulted in ongoing complaints and lost revenue.

If approved, the proposed Master Fee Schedule will recover 70% of the total costs associated with providing fee related services.



ACTION REQUESTED

This item was previously reviewed for consideration by the Finance Committee on April 29, 2025, and is recommended that:

- (1) the City Council conduct a Public Hearing for to receive and consider comments on the proposed Citywide Master Fee Schedule, and upon conclusion
- (2) adopt a resolution (A) approving and adopting, effective as July 1, 2025, the proposed Citywide Master Fee Schedule with the proposed inflationary increase of 2.4%; and (B) rescinding, effective July 1, 2025, Resolution 2024-077 that approved the current Citywide Master Fee Schedule.



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. ____

(A) APPROVING AND ADOPTING, EFFECTIVE AS OF JULY 1, 2025, THE PROPOSED CITYWIDE MASTER FEE SCHEDULE, REFLECTING A COST RECOVERY TARGET OF 70%, AND

(B) RESCINDING, EFFECTIVE AS OF JULY 1, 2025, RESOLUTION 2024-077, THAT APPROVED THE CURRENT CITYWIDE MASTER FEE SCHEDULE

WHEREAS, On May 21, 2024, the City Council adopted the most recent consolidated Citywide Master Fee Schedule (Resolution 2024-077); and

WHEREAS, The Schedule reflects fees charged for City services but does not include the following types of fees and charges, each separately adopted in compliance with applicable law:

- development impact fees adopted under the Mitigation Fee Act
- mitigation fees
- business license fees (taxes)
- enterprise fund charges for services (water, sewer, storm water, airport, transit)
- fees adopted under franchise agreements and applicable state laws (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid and yard waste, and recycling under TMC Chapter 5.20)
- landscape maintenance district (special assessments)
- fines (imposed as penalties)
- leases and facility and equipment rental rates for the use of City property
- rates established by separate agreements (i.e., Tracy Unified School District and performance artists); and

WHEREAS, In consideration of the City's goals pertaining to ensuring short and long-term fiscal health and providing affordable City programming that bolsters quality of life, staff recommends the City Council consider an increase in the overall fee levels to reflect a 2.4% inflationary increase with the exception of The Grand Theatre Fees; and

WHEREAS, The proposed amount would result in a cost recovery rate of 70%, which is a 1% reduction in cost recovery over the current 71% cost recovery rate and would allow the City to offer programs and services at more affordable costs to the community; and

WHEREAS, The City has given notice of the proposed fee increases, as reflected in the Schedule, as required by Government Code Section 66016, including sending notices to interested parties who filed a written request for such notice with the City; and

WHEREAS, The City also made available to the public relevant data, on the City’s website (link: ADD), ten days prior to the upcoming Council meeting, and gave notice by publication, pursuant to Government Code Sections 66018 and 6062a; and

WHEREAS, On May 6, 2025, the City Council conducted a public hearing where all interested parties were able to provide testimony; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves and adopts the Citywide Master Fee Schedule, attached to this Resolution as **Exhibit 1**, reflecting a cost recovery rate of 70%; and be it further

RESOLVED: That the new Schedule shall be effective as of July 1, 2025 with the exception of Community and Economic Development fees which take effect on July 7, 2025 and be it further

RESOLVED: That the City Council hereby rescinds, effective as of July 1, 2025 Resolution 2024-077, that approved the current Master Fee Schedule.

* * * * *

The foregoing Resolution 2025-__ was adopted by the Tracy City Council on May 6, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of
the City of Tracy, California



CITY OF TRACY CITYWIDE MASTER FEE SCHEDULE

Proposed: May 6, 2025

Adopted:

Resolution No.:

Fee Implementation Date: July 1, 2025

Community and Economic Development Fee Effective Date: July 7, 2025

Introduction

The City of Tracy Citywide Master Fee Schedule ("Schedule") is a compilation of most fees charged by the City for services.

It is organized by department and does not include the following types of fees:

- Development impact fees adopted under the Mitigation Fee Act
- Mitigation fees (i.e. habitat mitigation, agricultural mitigation fees)
- Enterprise fund charges (water, sewer, storm water, airport, transit)
- Fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20)
- Special District assessments
- Fines (imposed as penalties)
- Leases of City property and equipment
- Rates established by separate agreements (e.g., Tracy Joint Unified School District)

The Schedule data was reviewed and analyzed by NBS Government Group in FY 2021-2022 to confirm the appropriateness of fees and identify cost recovery levels. The Schedule will be updated annually, and most fees will be adjusted to reflect inflation. The rate will be based upon the San Francisco-Oakland-Hayward Metropolitan Area Consumer Price Index (December - December) rounded to the nearest dollar except where cents are already used. For Fiscal Year 2025-2026 the inflationary rate is 2.4%. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.



Table of Contents

Department	Division	Page #
Finance	Finance	4
City Manager's Office	City Clerk	5
	Communications	6
Community & Economic Development	Planning	7-9
	Building	10-17
Police	Police	18-19
	Animal Services	20-21
Public Works	Public Works - Operations	22
	Utilities	23-25
	Engineering	26-28
Parks, Recreation & Community Services	Recreation Services	29-33
	Community Facilities	34-45
	Cultural Arts (Grand Theatre)	46-52



Finance Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Business Licenses					
	Transfer, Assignment or Duplication Fee	Duplication	[1]	\$17 Per Account/ Per Year	\$18 Per Account/ Per Year	\$ 1
	State Disability Access Fee	Application or Renewal	[2] [3]	\$ 4	\$ 4	\$ 0
2	Transient Occupancy Tax (TOT)	Annual	[1]	\$667 Per Property/ Per Year	\$683 Per Property/ Per Year	\$ 16
3	Credit Card Processing Charges	Actual Cost		Actual Cost	Actual Cost	-

Notes

- [1] City Outsources this Service; Rates are Subject to Increase by CPI at Beginning of each Calendar Year Per City agreement with Vendor
- [2] Fee Set by State
- [3] Not Subject to Inflationary Adjustment



City Manager's Office - City Clerk Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Annual Subscriptions (City Council, Planning Commission)		[4]			
	Agendas (Per Month)	Per Month		Free Availability Online	Free Availability Online	-
	Disc/Agenda Minutes	Per Disc/Agenda Per Page				
2	Appeals					
	to City Council	Per Appeal	[1]	\$ 209	\$ 214	\$ 5
	to City Manager	Per Appeal	[2]	\$ 209	\$ 214	\$ 5
	by Impartial Hearing Officer	Per Appeal	[3]	\$ 209	\$ 214	\$ 5
				May be Shared Equally by all Parties	May be Shared Equally by all Parties	
3	Photocopies					
	Paper Copy*	Per Page	[4] [8]	\$ 0.10	\$ 0.10	\$ 0
	Oversized Copy	Per Page		At Cost	At Cost	-
	Maps*	Per Page		At Cost	At Cost	-
4	Lobbyist					
	Registration	Each	[5]	\$ 126	\$ 129	\$ 3
	Annual Renewal	Each	[6]	\$ 63	\$ 65	\$ 2
5	Project Requiring Municipal Code Update	Each		\$ 4,197	\$ 4,298	\$ 101
6	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per hour		\$ 126	\$ 129	\$ 3

Notes

- | | |
|--|--|
| [1] TMS §1.12.020(B)(2) | [5] TMC 6.32.030 |
| [2] TMS §1.12.010(D)(2) | [6] Reso. 2016-25 |
| [3] TMS §1.12.030. May be Shared Equally by Parties. | [7] GOV §8211 |
| [4] GOV §6253 | [8] Not Subject to Inflationary Adjustment |



City Manager's Office - Communications Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Project Application Review Fee	Per Project	[1]	\$ 168	\$ 172	\$ 4
2	Photography/Video Production Fee					
	Single Camera with Operator (up to 8 Hours)	Per Day		\$ 618	\$ 633	\$ 15
	Single Camera with Operator (Half Day - 4 Hours with 4 Hour Minimum)	Per Half Day (4 Hour min.)		\$ 351	\$ 359	\$ 8
3	City Council Chamber Recording with 2 Crew (Includes 7 FHD Cameras)					
	Full Day (up to 8 Hours)	Per Day		\$ 1,151	\$ 1,179	\$ 28
	Half Day (up to 4 Hours; 4 Hours Minimum)	Per Day (4 Hour min.)		\$ 618	\$ 633	\$ 15
4	Post Production Services					
	Video Editing Suite with Editor	Per hour (1 hour min.)		\$ 67	\$ 69	\$ 2
	Photo editing and retouching	Per hour (1 hour min.)		\$ -	\$ 69	-
	Voice-over services	Per hour (1 hour min.)		\$ -	\$ 69	-
	DAW with editor (for editing audio)	Per hour (1 hour min.)		\$ -	\$ 69	-
5	General Crew Services including, but not limited to: Producer, Teleprompter Operator, Audio Tech, Extra, Studio Crew, Grip, etc...					
	City Staff - During [City] Business Hours	Per Person / Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
	City Staff - After [City] Business Hours	Per Person / Per Hour (1 Hour min.)		\$ 79	\$ 81	\$ 2
6	Miscellaneous Services					
	Additional Cameras - Fixed	Per Use		\$ 133	\$ 136	\$ 3
	Additional Cameras - Manned	Per Person / Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
	Graphics	Each	[2]	Actual Cost	Actual Cost	-
	Audio Files	Each	[2]	Actual Cost	Actual Cost	-
7	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full Time	Per Hour (1 Hour min.)		\$ 168	\$ 172	\$ 4
	Part Time	Per Hour (1 Hour min.)		\$ 67	\$ 69	\$ 2
8	Flypack with 2 Crew (includes 2 Static Cameras, Graphics, and Audio)	Per Day (8 hour min.)		\$ -	\$ 1,085	-

Notes

- [1] Project Scoping Services are Provided Free of Charge; Application Applies once Project is Formally Initiated
- [2] City will Pass-through Vendor Expense to Applicant Directly



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
I	PLANNING Application Review AND APPROVALS					
1	Adult Business Use Permit	Per Application		\$ 3,874	\$ 3,967	\$ 93
2	Annexation	Per Application	[7]	\$ 43,022	\$ 44,055	\$ 1,033
3	Appeals					
	Appeal to City Council	Per Appeal		\$ 5,507	\$ 5,639	\$ 132
	Appeal to Planning Commission	Per Appeal		\$ 4,862	\$ 4,979	\$ 117
4	Cannabis (Fees effective 7/20/20 per Reso # 20-124)					
	Business Permit Application Fee	Per Application		\$ 11,081	\$ 11,347	\$ 266
	Background Investigation Fee	Per Owner		\$ 308	\$ 315	\$ 7
	Business Permit Fee	Per Year		\$ 4,001	\$ 4,097	\$ 96
	Business Permit Renewal Application Fee	Per Application		\$ 13,441	\$ 13,764	\$ 323
	Renewal Background Investigation Fee	Per Owner		\$ 103	\$ 105	\$ 2
	Employee Permit Fee (Initial)	Per Employee		\$ 308	\$ 315	\$ 7
	Employee Permit Renewal Fee	Per Employee		\$ 103	\$ 105	\$ 2
5	Conditional Use Permit	Per Application		\$ 5,969	\$ 6,112	\$ 143
6	Conditional Use Permit (Non-Profit Organizations)	Per Application		\$ 5,969	\$ 6,112	\$ 143
7	Development Review					
	Class A	Per Application	[1]	\$ 10,680	\$ 10,936	\$ 256
	Class B	Per Application	[2]	\$ 8,854	\$ 9,066	\$ 212
8	Ellis Specific Plan Pattern Book Certification	Per Application	[5]	\$ 4,791	\$ 4,906	\$ 115
9	ENVIRONMENTAL					
	Environmental Assessment	Per Project		\$ 636	\$ 651	\$ 15
	Environmental Initial Study	Per Project		Per Cost Recovery agrmt.	Per Cost Recovery agrmt.	-
	Negative Declaration	Per Project		Per Cost Recovery agrmt.	Per Cost Recovery agrmt.	-
	Environment Impact Report	Per Project	[7]	\$ 32,772	\$ 33,559	\$ 787
	Environmental Consistency Analysis	Per Project	[7]	\$ 4,156	\$ 4,256	\$ 100
10	General Plan Amendment	Per Application	[7]	\$ 5,592	\$ 5,726	\$ 134
11	Lot Line Adjustment	Per Application		\$ 4,120	\$ 4,219	\$ 99
12	MICRO-IMAGING FEES		[4]			
	11" X 17" and Smaller (B&W or Grayscale with 2" Field Index)	Each		\$ 0.08	\$ 0.08	\$ 0.00
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each		\$ 0.88	\$ 0.90	\$ 0.02
	11" X 17" and Smaller (Color with Two-Field Index)	Each		\$ 0.15	\$ 0.15	\$ 0.00
	18" X 24" Color Document with a Two-Field Index	Each		\$ 0.53	\$ 0.54	\$ 0.01
	24" X 36" Color Document with a Two-Field Index	Each		\$ 2.00	\$ 2.05	\$ 0.05
13	Noise Ordinance Variation	Per Application		\$ 7,875	\$ 8,064	\$ 189
14	Planned Unit Development	Per Application		\$ 8,945	\$ 9,160	\$ 215



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
15	Planned Unit Development Amendment	Per Application		\$ 6,399	\$ 6,553	\$ 154
16	Planning Commission Determination	Per Determination		\$ 5,417	\$ 5,547	\$ 130
PLANNING DIVISION Application FEES						
17	Residential Growth Allotment	Per Application	[3]	\$ 4,021	\$ 4,118	\$ 97
18	Sign Permit		[3]			
	Master Sign Program	Per Program		\$ 1,533	\$ 1,570	\$ 37
	Sign Permit					
	Single Sign	Per Permit		\$ 484	\$ 496	\$ 12
	Multiple Signs	Per Permit		\$ 646	\$ 662	\$ 16
19	Specific Plan					
	Specific Plan Amendment-Text only	Per Project		\$ 4,904	\$ 5,022	\$ 118
	New Specific Plan or Major Amendment-(Zoning and/or map amendment)	Per Application	[7]	\$ 19,632	\$ 20,103	\$ 471
20	Temporary Use Permit	Per Application	[3]	\$ 1,288	\$ 1,319	\$ 31
	Temporary Use Permit (Non-Profit)	Per Application	[3]	\$ 644	\$ 659	\$ 15
21	TENTATIVE Map / TENTATIVE Map Amendment					
	Parcel Map	Per Application		\$ 8,865	\$ 9,078	\$ 213
	5 - 100 Lots	Per Application		\$ 16,011	\$ 16,395	\$ 384
	Over 100 Lots	Per Application		\$ 29,412	\$ 30,118	\$ 706
22	Time Extension	Per Application	[3]	\$ 3,047	\$ 3,120	\$ 73
23	Variance	Per Application		\$ 2,664	\$ 2,728	\$ 64
24	ZONING					
	Zone Change	Per Application		\$ 3,712	\$ 3,801	\$ 89
	Zone Text Amendment	Per Application		\$ 4,197	\$ 4,298	\$ 101
	Zoning Research Letter	Per Letter	[3]	\$ 404	\$ 414	\$ 10
25	Copies - City Documents and Maps			See City Clerk	See City Clerk	-
26	4th and Subsequent Review	Per Submittal	[6]	Set by City Policy	Set by City Policy	-
27	General Plan Maintenance and Update			.05% of Building Valuation	.05% of Building Valuation	-
II BUILDING PLAN CHECK BY PLANNING						
28	Single Family					
	Miscellaneous Minor Improvements	Per Permit		\$ 81	\$ 83	\$ 2
	Plot Plan / Production Plan Review	Per Plot Plan		\$ 81	\$ 83	\$ 2
	New Model Home	Per New Model Home		\$ 323	\$ 331	\$ 8



Community & Economic Development - Planning Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
29	Multi-family/ Commercial/ Industrial					
	New Building / Shell Project	Per Application		\$ 646	\$ 662	\$ 16
	Tenant Improvement	Per Application		\$ 323	\$ 331	\$ 8
30	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 161	\$ 165	\$ 4

Notes

- [1] Class A: New Single Family Residential 4 + Units, New Multifamily Residential/ Office/ Commercial/Industrial
- [2] Class B: Single Family Residential 1-3 Units (Unless Exempt Pursuant to TMC Section 10.08.3930), Changes to Existing Multifamily/ Office/ Commercial/ Industrial
- [3] Environmental Assessment Fee not Applicable
- [4] Plus 2% of Invoice Total for Pick-up and Delivery
- [5] Ellis Specific Plan, Section 6.3
- [6] Set by City Policy. Fee for Each Additional Review 15% of original Project Budget or 2 Hour Minimum, whichever is Greater.
- [7] Fee amount plus CRA for consultant cost

Note: The City may require the applicant to sign a Cost Recovery Agreement to pay actual Costs instead of the fixed processing fee when (1) the anticipated Costs of the Project's environmental Review or CEQA Documentation is likely to exceed the Project's fixed fee or (2) the Director of Community and Economic Development and the applicant mutually agree that a Cost Recovery Agreement will be appropriate for the Project in order to hire City consultants to work on the Project.



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
I	BUILDING PERMIT FEES					
1	Building Permit/Inspection - Residential					
	\$ 500	Base Fee @ \$500		\$ 108	\$ 111	\$ 3
	Each Additional \$100 or Fraction thereof	Each Add 'l \$100		\$ 16.86	\$ 17.26	\$ 0.40
	\$ 2,000	Base Fee @ \$2,000		\$ 361	\$ 370	\$ 9
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 36.12	\$ 36.99	\$ 0.87
	\$ 10,000	Base Fee @ 10,000		\$ 650	\$ 666	\$ 16
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 22	\$ 23	\$ 1
	\$ 25,000	Base Fee @ 25,000		\$ 975	\$ 998	\$ 23
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 32.40	\$ 33.18	\$ 0.78
	\$ 50,000	Base Fee @ \$50,000		\$ 1,785	\$ 1,828	\$ 43
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.92	\$ 12.21	\$ 0.29
	\$ 150,000	Base Fee @ \$150,000		\$ 2,977	\$ 3,048	\$ 71
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.99	\$ 4.09	\$ 0.10
	\$ 350,000	Base Fee @ \$350,000		\$ 3,776	\$ 3,867	\$ 91
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.79	\$ 3.88	\$ 0.09
	\$ 550,000	Base Fee @ 550,000		\$ 4,534	\$ 4,643	\$ 109
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 8.24	\$ 8.44	\$ 0.20
2	Building Plan Check - Residential					
	\$ 500	Base Fee @ \$500		\$ 72	\$ 74	\$ 2
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$100		\$ 4.82	\$ 4.94	\$ 0.12
	\$ 2,000	Base Fee @ \$2,000		\$ 144	\$ 147	\$ 3
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 18.06	\$ 18.49	\$ 0.43
	\$ 10,000	Base Fee @ \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 9.63	\$ 9.86	\$ 0.23
	\$ 25,000	Base Fee @ 25,000		\$ 433	\$ 443	\$ 10
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 722	\$ 739	\$ 17
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 150,000	Base Fee @ \$150,000		\$ 1,156	\$ 1,184	\$ 28
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.78	\$ 5.92	\$ 0.14
	\$ 350,000	Base Fee @ \$350,000		\$ 2,312	\$ 2,367	\$ 55
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 550,000	Base Fee @ 550,000		\$ 3,178	\$ 3,254	\$ 76
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.78	\$ 5.92	\$ 0.14
3	Building Plan Check for Identical Building / Repeat Tract House / Plot Plans	Flat		\$ 722	\$ 739	\$ 17



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
4	Building Permit/Inspection - Commercial/Multi-family/Industrial					
	\$ 10,000	Base Fee up \$10,000		\$ 1,678	\$ 1,718	\$ 40
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 96.32	\$ 98.63	\$ 2.31
	\$ 25,000	Base Fee @ 25,000		\$ 3,123	\$ 3,198	\$ 75
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 77.25	\$ 79.10	\$ 1.85
	\$ 50,000	Base Fee @ \$50,000		\$ 5,054	\$ 5,175	\$ 121
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 144.06	\$ 147.52	\$ 3.46
	\$ 100,000	Base Fee @ \$100,000		\$ 12,257	\$ 12,551	\$ 294
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 7.72	\$ 7.91	\$ 0.19
	\$ 500,000	Base Fee @ 500,000		\$ 15,344	\$ 15,712	\$ 368
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 14.52	\$ 14.87	\$ 0.35
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 22,604	\$ 23,146	\$ 542
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.81	\$ 1.85	\$ 0.04
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 29,864	\$ 30,581	\$ 717
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 2.90	\$ 2.97	\$ 0.07
	\$ 10,000,000	Base Fee @ 10,000,000		\$ 44,348	\$ 45,412	\$ 1,064
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.10	\$ 3.17	\$ 0.07
5	Building Plan Check - Commercial/Multi-family/Industrial					
	\$ 10,000	Base Fee up \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 19.26	\$ 19.72	\$ 0.46
	\$ 25,000	Base Fee @ 25,000		\$ 578	\$ 592	\$ 14
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 867	\$ 888	\$ 21
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 17.34	\$ 17.76	\$ 0.42
	\$ 100,000	Base Fee @ \$100,000		\$ 1,734	\$ 1,776	\$ 42
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 500,000	Base Fee @ 500,000		\$ 3,467	\$ 3,550	\$ 83
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.47	\$ 3.55	\$ 0.08
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 5,201	\$ 5,326	\$ 125
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.65	\$ 0.67	\$ 0.02
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 7,802	\$ 7,989	\$ 187
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.69	\$ 0.71	\$ 0.02
	\$ 10,000,000	Base Fee @ 10,000,000		\$ 11,269	\$ 11,539	\$ 270
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.79	\$ 0.81	\$ 0.02
6	Building Permit/Inspection - TI					
	\$ 10,000	Base Fee up \$10,000		\$ 1,887	\$ 1,932	\$ 45
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 77.05	\$ 78.90	\$ 1.85



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	\$ 25,000	Base Fee @ 25,000		\$ 3,042	\$ 3,115	\$ 73
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 59.23	\$ 60.65	\$ 1.42
	\$ 50,000	Base Fee @ \$50,000		\$ 4,523	\$ 4,632	\$ 109
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 58.51	\$ 59.91	\$ 1.40
	\$ 100,000	Base Fee @ \$100,000		\$ 7,449	\$ 7,628	\$ 179
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 18.15	\$ 18.59	\$ 0.44
	\$ 500,000	Base Fee @ 500,000		\$ 14,709	\$ 15,062	\$ 353
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 5.85	\$ 5.99	\$ 0.14
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 17,634	\$ 18,057	\$ 423
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.09	\$ 1.12	\$ 0.03
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 22,005	\$ 22,533	\$ 528
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.40	\$ 4.51	\$ 0.11
7	Building Plan Check - TI					
	\$ 10,000	Base Fee up \$10,000		\$ 289	\$ 296	\$ 7
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 19.26	\$ 19.72	\$ 0.46
	\$ 25,000	Base Fee @ 25,000		\$ 578	\$ 592	\$ 14
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 11.56	\$ 11.84	\$ 0.28
	\$ 50,000	Base Fee @ \$50,000		\$ 867	\$ 888	\$ 21
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 17.34	\$ 17.76	\$ 0.42
	\$ 100,000	Base Fee @ \$100,000		\$ 1,734	\$ 1,776	\$ 42
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 4.33	\$ 4.43	\$ 0.10
	\$ 500,000	Base Fee @ 500,000		\$ 3,467	\$ 3,550	\$ 83
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 3.47	\$ 3.55	\$ 0.08
	\$ 1,000,000	Base Fee @ 1,000,000		\$ 5,201	\$ 5,326	\$ 125
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 0.65	\$ 0.67	\$ 0.02
	\$ 5,000,000	Base Fee @ 5,000,000		\$ 7,802	\$ 7,989	\$ 187
	Each Additional \$1000 or Fraction thereof	Each Add 'l \$1,000		\$ 1.56	\$ 1.60	\$ 0.04
II	MISCELLANEOUS MINOR PERMITS					
8	Demolition					
	Residential	Each		\$ 181	\$ 185	\$ 4
	Commercial	Each		\$ 289	\$ 296	\$ 7
9	Fire Sprinkler - Residential					
	Plan Check	Each		\$ 289	\$ 296	\$ 7
	Permit/Inspection	Each		\$ 253	\$ 259	\$ 6
10	Patio Covers					
	Residential	Each		\$ 433	\$ 443	\$ 10
11	Residential Pools					
	Fiberglass/Above Ground	Each		\$ 397	\$ 407	\$ 10
	Gunite (Incl. Master. Plan str. Review Average Fee)	Each		\$ 1,156	\$ 1,184	\$ 28
	Remodel/Repair	Each		\$ 325	\$ 333	\$ 8



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
12	Post Fire/Impact Pre-permit Inspection					
	Residential	Each		\$ 325	\$ 333	\$ 8
	Commercial	Each		\$ 470	\$ 481	\$ 11
13	Residential Remodel (Includes MEP Fees)					
	Kitchen/Bath < \$10,000	Each		\$ 795	\$ 814	\$ 19
	Kitchen/Bath \$10,000 - \$20,000	Each		\$ 1,011	\$ 1,035	\$ 24
	Kitchen/Bath \$21,000 - \$30,000	Each		\$ 1,084	\$ 1,110	\$ 26
14	Non-Structural Re-Roof					
	Residential	Each		\$ 253	\$ 259	\$ 6
	Commercial	Each		See Building valuation (Fee #6 & #7)	See Building valuation (Fee #6 & #7)	-
15	Illuminated & Non-illuminated Wall Signs ONLY	Each		\$ 325	\$ 333	\$ 8
16	Residential Stucco Siding	Each		\$ 181	\$ 185	\$ 4
17	Res. Non-Habitable Accessory / Storage Structures	Each		\$ 470	\$ 481	\$ 11
18	Temporary Office Trailers	Each		\$ 433	\$ 443	\$ 10
19	Residential Windows/Doors - Retrofit/Like-for-Like ONLY (Size, Operation and Location)					
	5 or Less	Each		\$ 144	\$ 147	\$ 3
	6-10	Each		\$ 181	\$ 185	\$ 4
	11-15	Each		\$ 217	\$ 222	\$ 5
	16+	Each		See Building valuation (Fee #1 & #2)	See Building valuation (Fee #1 & #2)	-
20	Fire Flow Test Permit	Flat		\$ 440	\$ 517	\$ 77
III	ELECTRICAL PERMIT FEES					
21	Base Permit	Per Project		\$ 36	\$ 37	\$ 1
	PER UNIT FEE SCHEDULE:					
22	Receptacles, Switches, Lighting Outlets, and Circuits					
	Residential					
	First 5 or Portion thereof	Flat		\$ 108	\$ 111	\$ 3
	Each Additional 5 or Portion thereof	Flat		\$ 72	\$ 74	\$ 2
	Added Circuits	Each		\$ 36	\$ 37	\$ 1
	Commercial					
	First 5 or Portion thereof	Flat		\$ 217	\$ 222	\$ 5
	Each Additional 5 or Portion thereof	Flat		\$ 144	\$ 147	\$ 3
	Added Circuits	Each		\$ 144	\$ 147	\$ 3
23	Installation, Alteration, or Relocation of each Electrical Service:					
	Residential					
	Up to 200 Amps	Each		\$ 144	\$ 147	\$ 3
	Over 200 Amps	Each		\$ 181	\$ 185	\$ 4
	Commercial					
	Up to 200 Amps	Each		\$ 217	\$ 222	\$ 5
	Over 200 Amps and up to 800 AMPS	Each		\$ 253	\$ 259	\$ 6
	Over 800 Amps	Each		\$ 325	\$ 333	\$ 8



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
24	Commercial/Residential Portable Electrical Generator - Temporary Use ONLY					
	1 Generator	Flat		\$ 181	\$ 185	\$ 4
	2-5 Generators	Flat		\$ 253	\$ 259	\$ 6
	6+ Generators	Flat		\$ 325	\$ 333	\$ 8
25	Temporary Power Source					
	1 Temporary Power Pole	Flat		\$ 144	\$ 147	\$ 3
	2-5 Temporary Power Poles	Flat		\$ 217	\$ 222	\$ 5
	6+ Temporary Power Poles	Flat		\$ 361	\$ 370	\$ 9
26	Solar (PV) Systems (State-mandated Fees)		[1]			
	Solar - Residential (up to 15 kW)	Flat	[2]	\$ 450	\$ 450	\$ 0
	Per kW above 15kW	Per kW	[2]	\$ 15	\$ 15	\$ 0
	Solar - Commercial (up to 50 kW)	Flat	[2]	\$ 1,000	\$ 1,000	\$ 0
	Per kW between 51kW - 250kW	Per kW	[2]	\$ 7	\$ 7	\$ 0
	Per kW above 250kW	Per kW	[2]	\$ 5	\$ 5	\$ 0
IV	MECHANICAL PERMIT AND PLAN CHECK FEES					
27	For the Issuance of each Permit	Each		\$ 36	\$ 37	\$ 1
28	HVAC, Evaporative Coil Systems; New, or Changeout or Relocation (not Including Duct; See Fee #32 for New Residential Ducts)					
	Residential	Each		\$ 126	\$ 129	\$ 3
	Commercial	Each		\$ 397	\$ 407	\$ 10
29	Repair to Existing Mechanical System - Residential Only	Each		\$ 181	\$ 185	\$ 4
30	For the Installation or Relocation of Each Wall Heater, Floor Furnace, Suspended, or Floor Mounted Unit Heater					
	Residential	Each		\$ 181	\$ 185	\$ 4
	Commercial	Each		\$ 253	\$ 259	\$ 6
31	For Each New (or Changeout) Residential Duct System	Each		\$ 217	\$ 222	\$ 5
32	For the Installation, Alteration, or Addition to Each Commercial Range Hood(s), Including Ducts, Blower(s), or Fans Attached thereto for Type I, or II Hoods.	Each		\$ 722	\$ 739	\$ 17
33	For the Installation of Each Domestic Type Vent Fan or Range Hood, Including Attached Duct (Residential Only)	Each		\$ 54	\$ 55	\$ 1
34	For the Installation or Relocation of each Boiler or Compressor to and Including 3 HP or Each Absorption System to and Including 100,000 B.T.U.					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 361	\$ 370	\$ 9
35	For the Installation or Relocation of Each Boiler or Compressor over 3 HP or Each Absorption System over 100,000 B.T.U.					
	Residential	Each		\$ 361	\$ 370	\$ 9
	Commercial	Each		\$ 470	\$ 481	\$ 11
36	New Swimming Pool Heating Systems - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements)					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 397	\$ 407	\$ 10
37	Replacement Swimming Pool Heating System - Heater/Boiler (See Fee #53 and Fee #54 for Plumbing Elements). Residential Only	Each		\$ 217	\$ 222	\$ 5



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
38	For the Installation of each Fire/Smoke/Ceiling Radiation Damper	Each		See Building valuation (Fee #6 & #7)	See Building valuation (Fee #6 & #7)	-
39	For the Installation or Alteration of one Residential Metal Chimney Serving a Fireplace or Similar Appliances	Each		\$ 289	\$ 296	\$ 7
V	PLUMBING PERMIT AND PLAN CHECK FEES					
40	For the Issuance of each Permit	Each		\$ 36	\$ 37	\$ 1
41	For 10 or Less Plumbing Fixtures or Traps, Including Water, Waste, and Vent Piping					
	Residential	Flat		\$ 72	\$ 74	\$ 2
	Commercial	Flat		\$ 433	\$ 443	\$ 10
42	Each Additional Plumbing Fixture; Residential Only	Each		\$ 36	\$ 37	\$ 1
43	10 Gas Outlets or Less, Includes Repairs, New Work and Line Replacements					
	Residential	Flat		\$ 108	\$ 111	\$ 3
	Commercial	Flat		\$ 361	\$ 370	\$ 9
44	Repairs, Replacements or Relocation of each Building Sewer or Building Drain and Backwater Valve.					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 181	\$ 185	\$ 4
45	For each Interceptor (Sand/Grease) and each Industrial Waste Pre-treatment Interceptor	Each		\$ 253	\$ 259	\$ 6
46	Commercial Roof Rain Water System	Each		\$ 217	\$ 222	\$ 5
47	For each Water Supply System Installation, Alteration, Replacement of Water Piping and Residential Water Treatment Equipment					
	Residential	Each		\$ 144	\$ 147	\$ 3
	Commercial	Each		\$ 325	\$ 333	\$ 8
48	Drain and Vent Piping. Includes New Systems, Repairs, Replacement Lines, Pool Drains and Separation Tanks					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 217	\$ 222	\$ 5
49	Repair/Replacement of Backflow Prevention Devices e.g. Vacuum Breakers					
	Residential	Each		\$ 108	\$ 111	\$ 3
	Commercial	Each		\$ 217	\$ 222	\$ 5
50	Storage Tank (or Tankless) Water Heater Repair or Replacement, Like-for-Like					
	Residential	Each		\$ 54	\$ 55	\$ 1
	Commercial	Each		\$ 217	\$ 222	\$ 5
51	New Water Heater Installation (Tankless or Storage)					
	Residential	Each		\$ 289	\$ 296	\$ 7
	Commercial	Each		\$ 442	\$ 453	\$ 11
52	New or Replacement of Rooftop Solar Thermal Water Heating Systems (NOT PV) (State Mandated Fees)		[1]			
	Residential (up to 10 kWth)	Flat	[2]	\$ 450	\$ 450	\$ 0
	Per kWth above 10 kWth	Per kWth	[2]	\$ 15	\$ 15	\$ 0
	Commercial (up to 30 kWth)	Flat	[2]	\$ 1,000	\$ 1,000	\$ 0
	Per kWth between 31 kWth - 260 kWth)	Per kWth	[2]	\$ 7	\$ 7	\$ 0
	Per kWth above 260 kWth	Per kWth	[2]	\$ 5	\$ 5	\$ 0



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
53	New Non-solar Thermal Pool Appliance Heating Systems - Plumbing Elements only (See Fee #37 for Mechanical Components)					
	Residential	Each		\$ 144	\$ 147	\$ 3
	Commercial	Each		\$ 144	\$ 147	\$ 3
54	Repair or Replacement of Non-solar Thermal Pool Heating Systems - Plumbing Elements only Like for Like					
	Residential	Each		\$ 54	\$ 55	\$ 1
	Commercial	Each		\$ 144	\$ 147	\$ 3
VI	ADDITIONAL PLAN REVIEW / INSPECTION SERVICES					
55	Accessibility Hardship Review	Each		\$ 686	\$ 702	\$ 16
56	Inspections Outside of Normal City Business Hours (Min. 2 hours)					
	First 2 Hours	Per Project		\$ 397	\$ 407	\$ 10
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 159	\$ 163	\$ 4
57	Reinstatement Fee for Expired Permit	Per Project		50% of Base Permit Fee	50% of Base Permit Fee	-
58	Reinspection Fee (Min. 1/2 hour)					
	First 1/2 Hour	Hourly		\$ 108	\$ 111	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
59	Plan Review for which No Fee is Specifically Indicated (Min. 1/2 Hour)					
	First 1/2 Hour	Per Project		\$ 119	\$ 122	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 159	\$ 163	\$ 4
60	Inspections for which No Fee is Specifically Indicated (Min. 1 Hour)					
	First 1 Hour	Per Project		\$ 144	\$ 147	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
61	Strong Motion Instrumentation Program (SMIP)	State Fee	[1]	Determined by the State	Determined by the State	-
62	Reissuance of Inspection Card	Each		\$ 36	\$ 37	\$ 1
63	Special Inspection (SOQ Review & Approval - New and Each 3 yr. Renewal Period)	Hourly		\$ 217	\$ 222	\$ 5
64	Temporary Certificates of Occupancy/Certificate of Occupancy					
	TCO/CO Issuance (Required)	Each		\$ 316	\$ 324	\$ 8
	TCO/CO Issuance (Non-Required)	Each		\$ 108	\$ 111	\$ 3
65	Partial TCO	Each		\$ 325	\$ 333	\$ 8
66	Plan Review for any Submittals Subsequent to 3rd Submittal and for Revisions (Min. 1/2 hour)					
	First 1/2 Hour	Per Project		\$ 72	\$ 74	\$ 2
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
67	Expedited Plan Check (Outside Normal City Business Hours)	Each 1/2 Hr		\$ 79	\$ 81	\$ 2
68	Record Retention (Digitizing Fee)					
	up to 11x17	Per Page		\$ 0.18	\$ 0.18	\$ 0
	Over 11x17	Per Page		\$ 2	\$ 2	\$ 0
	Pick-up & Delivery	Flat		\$ 0.30	\$ 0.31	\$ 0.01
69	Affidavit Process to Release/Provide Plans	Each		\$ 144	\$ 147	\$ 3
70	AMMR Review (Minimum 2 hours)					
	First 2 Hours	Per Project		\$ 325	\$ 333	\$ 8
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3



Community & Economic Development - Building Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
71	Investigation Fee	Each		3 Times Permit Fee	3 Times Permit Fee	-
72	Partial Permit Issuance, Revisions and Non-standard Deferred Submittals					
	Partial Permit Issuance	Each		\$ 189	\$ 194	\$ 5
	Non-standard Deferred Submittals	Each		\$ 108	\$ 111	\$ 3
	Revisions	Each		\$ -	\$ 111	-
73	FEMA Community Acknowledgement Form Processing (Minimum 1 Hour)					
	First 1 Hour	Per Project		\$ 144	\$ 147	\$ 3
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
74	Special Projects (Minimum 1/4 hour) Special Events and Code Enforcement Activities					
	First 1/4 Hour	Per Project		\$ 36	\$ 37	\$ 1
	Each Additional Hour (1/4 Hour Increments)	Hourly		\$ 144	\$ 147	\$ 3
75	Building Moving					
	Permit Fee	Per Permit		\$ 913	\$ 935	\$ 22
	Other	Per Hour		\$ 144	\$ 147	\$ 3
76	For Services Requested of City Staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	During Business Hours	Per Hour		\$ 144	\$ 147	\$ 3
	After Business Hours	Per Hour		\$ 159	\$ 163	\$ 4

Notes

- [1] Fee set by State.
- [2] Not Subject to Inflationary Adjustment



Police Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Alarm Permit; False Alarms					
	Alarm User Permit	Per Permit		\$ 24	\$ 25	\$ 1
2	False alarm costs, (plus penalties):		[5]			
	4th Response	Each		\$ 488	\$ 500	\$ 12
	5th Response	Each		\$ 488	\$ 500	\$ 12
	6th Response	Each		\$ 488	\$ 500	\$ 12
	7th Response	Each		\$ 488	\$ 500	\$ 12
3	Bicycles					
	License and Registration	Per 3 Years		\$ 12	\$ 12	\$ 0
	Renewal	Per 3 Years		\$ 12	\$ 12	\$ 0
4	Bingo					
	License	Each		\$ 67	\$ 69	\$ 2
	Renewal	Each		\$ 13	\$ 13	\$ 0
5	Cardrooms					
	License and Renewal	Each		\$ 55	\$ 56	\$ 1
	Dealer/Work Permit	Each		\$ 55	\$ 56	\$ 1
	Department of Justice Fee	Per Permit	[1] [9]	\$ 32	\$ 32	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
6	Citation Sign-off for Agencies Outside the City	Per Citation		\$ 43	\$ 44	\$ 1
7	Clearance Letter (for Immigration or other Clearance Letter, Plus Fingerprint Fees)	Per Letter		\$ 24	\$ 25	\$ 1
8	Crime Report/Traffic Report Copy					
	Per Page, Bulletin Entry	Per Page	[8] [9]	\$ 0.15	\$ 0.15	\$ 0
	Certified Copy of Reports	Per Letter		\$ 12	\$ 12	\$ 0
	Crime Analysis Reports	Per Report		\$ 121	\$ 124	\$ 3
	Traffic collision Report (for other than Victim)	Per Report	[8] [9]	\$ 0.15	\$ 0.15	\$ 0
9	DUI		[2] [9]			
	Accident Response and investigation	Actual Cost		\$ 12,915	\$ 13,225	\$ 310
	Arrest and Report	Actual Cost		\$ 1,076	\$ 1,102	\$ 26
10	Concealed Weapons					
	Permit	Per Permit	[3]	\$ 333	\$ 341	\$ 8
	Department of Justice Live Scan Fee	Per Permit	[9]	\$ 95	\$ 95	\$ 0
	Renewal	Per Permit Renewal		\$ 26	\$ 27	\$ 1
	Department of Justice Fee - Payable to DOJ	Per Permit	[1] [9]	\$ 52	\$ 52	\$ 0
	Amended License	Per Amendment	[10]	\$ 10	\$ 10	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
11	DOJ, FBI and Fingerprint					
	DOJ and FBI Fee	Per Print	[1]	Per DOJ Fee Schedule	Per DOJ Fee Schedule	-
	Fingerprint (City's Rolling Fee)	Per Request	[9]	\$ 29	\$ 30	\$ 1
12	Firearms Sales Permit	Per Permit	[4] [9]	\$ 28	\$ 28	\$ 0
	Department of Justice Fee	Per Permit	[1] [9]	\$ 32	\$ 32	\$ 0
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
13	Palmistry License Fee					
	New	Per License		\$ 121	\$ 124	\$ 3
	Renewal	Per Renewal		\$ 121	\$ 124	\$ 3



Police Department

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
14	Police Photo (reproduction)	Per Photo		\$ 61	\$ 62	\$ 1
	Plus traffic photo processing Fee to insurance company	Per Photo		\$ 61	\$ 62	\$ 1
	Photo CD's	Per CD		\$ 61	\$ 62	\$ 1
	Tape of Radio/Video Transmission, Digital or Hard copy Photographs	Per Tape		\$ 121	\$ 124	\$ 3
	CD - containing digital documents, reports, phone for CPRA request	Per CD	[8]	AT COST	AT COST	AT COST
	Thumb Drive- containing digital documents, reports, phone for CPRA request	Per Thumbdrive	[8]	AT COST	AT COST	AT COST
15	Police Special Services (for school and other semi-public special events)	Actual Costs		Actual Personnel Costs	Actual Personnel Costs	-
16	Repossession Release	Per Vehicle		\$ 15	\$ 15	\$ 0
17	Second-hand Dealer/Pawn Broker					
	New or Renewal (Check payable to DOJ)	Each	[7]			
	City Processing Fee	Each		\$ 87	\$ 89	\$ 2
	DOJ Fee	Each		\$ 300	\$ 300	\$ 0
	Class B	Each	[1]	\$ 32	\$ 32	\$ 0
18	Taxi Driver					
	Permit	Per Permit		\$ 121	\$ 124	\$ 3
	Renewal	Per Renewal		\$ 55	\$ 56	\$ 1
	Background investigation	Each		\$ 121	\$ 124	\$ 3
	(City Fingerprint Fee)	Each		See Fingerprint Fee #11	See Fingerprint Fee #11	-
19	Tow Truck Driver/Attendant					
	Permit	Per Permit		\$ 55	\$ 56	\$ 1
	Renewal	Per Renewal		\$ 36	\$ 37	\$ 1
20	Vehicle Release	Per Vehicle		\$ 158	\$ 162	\$ 4
21	VIN Verification	Per Request		\$ 305	\$ 312	\$ 7
22	Storage of Firearms		[6]			
	Intake/Processing Fee	Per Firearm		\$ 182	\$ 186	\$ 4
	Storage of Firearm (per domestic violence protective order)	Per Day		\$ 2	\$ 2	\$ 0
23	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Patrol	Per Hour		\$ 183	\$ 187	\$ 4
	Records	Per Hour		\$ 121	\$ 124	\$ 3

Notes

- [1] Fee set by Department of Justice
- [2] Actual Cost of Personnel, up to Maximum of \$12,000 for Accident Response and Investigation and up to \$1,000 for Arrest and Report
- [3] 50% due at application and 50% due at issuance per PC 26190(b)(2)
- [4] Not subject to CPI Adjustment
- [5] Per TMC 3.40.150
- [6] Per TMC 3.52.30
- [7] Applicable DOJ Fee Applies
- [8] Fee Set by California Public Records Act 7922.530(a) government code and 20012 California Vehicle Code
- [9] Not Subject to Inflationary Adjustment
- [10] Fee set by PC 26190(e)



Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Animal Services		[5]			
	Animal Adoption, Plus Veterinary Services	Per Animal		\$ 6	\$ 6	\$ 0
2	Animal bite	Per Call	[1]	\$ 73	\$ 75	\$ 2
3	Board and Care (Daily)					
	For impounded dogs	Per Dog		\$ 61	\$ 62	\$ 1
	For impounded cats	Per Cat		\$ 61	\$ 62	\$ 1
4	Cat Carrier	Per Carrier	[4]	Actual Cost of Carrier	Actual Cost of Carrier	-
5	Cat Neuter	Per Cat	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
6	Cat Spay	Per Cat	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
7	Collar identification	Per Animal	[2]	Actual Cost of Collar	Actual Cost of Collar	-
8	Dog Neuter	Per Dog	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
9	Dog Spay	Per Dog	[2]	Actual Cost of Vet Services	Actual Cost of Vet Services	-
10	Impound					
	First	Per Animal		\$ 32	\$ 33	\$ 1
	Second	Per Animal		\$ 48	\$ 49	\$ 1
	Third and Above	Per Animal		\$ 65	\$ 67	\$ 2
11	Impound, Additional State fee for Unaltered, at Large, Animals:		[3]			
	First	Per Animal				
	Second	Per Animal		As set by State	As set by State	-
	Third	Per Animal				
12	License Fee					
	Unaltered dogs	Per Dog, per year		\$ 36	\$ 37	\$ 1
	Altered dogs	Per Dog, per year		\$ 36	\$ 37	\$ 1
	Replacement for lost	Per License		\$ 36	\$ 37	\$ 1
	Late Fee	Each	[6]	\$ 22	\$ 23	\$ 1
13	Low cost Spay/Neuter voucher	Per Animal		\$ 48	\$ 49	\$ 1
14	Microchip	Per Animal		Actual Cost of Microchip	Actual Cost of Microchip	-
15	Multiple Pet Permit Application					
	Application	Each		\$ 436	\$ 446	\$ 10
	Permit	Each		\$ 32	\$ 33	\$ 1



Police - Animal Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
16	Owner Surrender		[1]			
	Live Animal	Per Animal		\$ 36	\$ 37	\$ 1
	Deceased Animal (Not at Shelter)	Per Animal		\$ 73	\$ 75	\$ 2
17	Rabies Vaccination Voucher	Per Animal	[2]	\$ 22	Actual Cost of Vet Service	-
18	Vaccination	Per Animal		Actual cost of vaccination	Actual cost of vaccination	-
19	Veterinary Costs	Actual Cost		Actual Cost	Actual Cost	-
20	SNR Trap Rental	Each	[7]	\$ 65	\$ 67	\$ 2
21	SNR Fee	Each		\$ 22	\$ 23	\$ 1
22	Breeder Certificate	Each		\$ 108	\$ 111	\$ 3
23	Dangerous Dog Permit	Each		\$ 108	\$ 111	\$ 3
24	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 146	\$ 150	\$ 4

Notes

- [1] Board and Care fees apply in addition to this fee.
- [2] Veterinary costs charged separately.
- [3] Fee set by State per F&A 30804.7
- [4] Cost of Carrier charged separately.
- [5] Additional State/other fees may apply
- [6] Fee set by Reso # 2009-178 and TMC 5.08.130(d).
- [7] Refundable as long as trap is returned to City on the agreed upon date.



Public Works Department - Operations

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Banner Installation and Removal					
	New Location	Per Bracket		\$ 233	\$ 239	\$ 6
	Existing Banner Site	Each		\$ 186	\$ 190	\$ 4
2	Tree Removal Permits	Actual Cost		Actual Cost	Actual Cost	-
3	Tree Pruning/Maintenance Permit	Per Permit		\$ 611	\$ 626	\$ 15
4	Tree Maintenance Inspection	Per Inspection		\$ 458	\$ 469	\$ 11
5	Special Events (Support to Parks, Recreation & Community Services)	Per Event	[1]	\$ 857	\$ 878	\$ 21
6	Shopping Cart Retrieval	Per Retrieval		\$ 279	\$ 286	\$ 7
7	Sidewalk Maintenance	Actual Cost		Actual Cost	Actual Cost	-
8	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 126	\$ 129	\$ 3

Notes

[1] Non-profit organizations receive a 50% discount.



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
NPDES MS4 PERMIT AND WATER EFFICIENCY REVIEW						
1	Tentative Subdivision Map/Vesting Tentative/Specific Plan					
	Plan Review	Each		\$ 180	\$ 184	\$ 4
2	Single Family					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
3	Multiple Family Dwellings, Trailer Courts, Guest Dwellings, or Condominiums					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
4	School Buildings or Churches					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1
	Permit	Per Building		\$ 41	\$ 42	\$ 1
5	Commercial Installations					
	Plan Review	Per Building		\$ 62	\$ 63	\$ 1
	Permit	Per Building		\$ 62	\$ 63	\$ 1
6	Industrial Installations					
	Plan Review	Per Building		\$ 62	\$ 63	\$ 1
	Permit	Per Building		\$ 62	\$ 63	\$ 1
7	Post-Construction Standards Maintenance Agreement					
	Plan Review, Submittal and Recording	Per Agreement		\$ 276	\$ 283	\$ 7
8	Project Stormwater Plan and Operations Maintenance Plan					
	Plan Review	Per Plan		\$ 41	\$ 42	\$ 1
9	Erosion and Sediment Control Plan (Small Projects)					
	Plan Review	Per Plan		\$ 41	\$ 42	\$ 1
10	WELO Landscape Document Package Review					
	Prescriptive Approach (Aggregate under 2,500 Sq.Ft.)	Per Package		\$ 41	\$ 42	\$ 1
	Performance Approach (>2,500 sq. ft.)	Per Package		\$ 138	\$ 141	\$ 3
11	Trash Enclosure					
	Plan Review	Per Building		\$ 21	\$ 22	\$ 1
	Permit	Per Building		\$ 21	\$ 22	\$ 1
12	Business License Fee					
	Application Review	Per Application		\$ 35	\$ 36	\$ 1
	Compliance Inspection	Per Application		\$ 69	\$ 71	\$ 2
STORMWATER POST-CONSTRUCTION STANDARDS REVIEW						
13	CONSTRUCTION AND/OR Building Inspection AND FINAL					
	Inspection of Const. sites with grading Permits that disturb 2,500 - 5,000 Sq. ft.	Per Inspection		\$ 138	\$ 141	\$ 3
	Inspection of Const. sites with grading Permits that disturb 5,000 Sq.ft or More	Per Inspection		\$ 180	\$ 184	\$ 4



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) REVIEW						
14	WELO INSTALLATION INSPECTION AND FINAL					
	Inspection of New and Redevelopment Projects with 250 Sq. ft to 2,499 Sq. ft. of new or rehabilitated landscape	Per Inspection		\$ 41	\$ 42	\$ 1
	Inspection of New and Redevelopment Projects With More Than 2500 Sq. Ft. or More of New or Rehabilitated Landscape	Per Inspection		\$ 138	\$ 141	\$ 3
STORMWATER POST-CONSTRUCTION TREATMENT ANNUAL MAINTENANCE INSPECTION						
15	Residential	Per Inspection		\$ 180	\$ 184	\$ 4
16	Commercial / Industrial	Per Inspection		\$ 180	\$ 184	\$ 4
CONSTRUCTION GENERAL Permit - SWPPP or ESCP						
17	Plan Review	Per Plan		\$ 138	\$ 141	\$ 3
18	Compliance Inspection (2x Per month)					
	< 1 Acre	Per Inspection		\$ 138	\$ 141	\$ 3
	> 1 Acre	Per Inspection		\$ 180	\$ 184	\$ 4
19	Notice of Termination					
	< 1 Acre	Per Inspection		\$ 138	\$ 141	\$ 3
	> 1 Acre	Per Inspection		\$ 180	\$ 184	\$ 4
20	Dewatering Report Review	Per Sampling		\$ 62	\$ 63	\$ 1
CONSTRUCTION WATER - METERING						
21	Application Review	Per Application		\$ 41	\$ 42	\$ 1
22	Meter Deposit	Per meter		Actual Replacement Cost	Actual Replacement Cost	-
23	Permit					
	Metered	Per Project		\$ 69	\$ 71	\$ 2
	Load Count	Per Project		\$ 104	\$ 106	\$ 2
24	Meter Rental - Daily	Per Meter		\$ 26	\$ 27	\$ 1
25	Unpermitted use of fire hydrant for construction water					
	1st Violation	Per Violation		\$ 53	\$ 54	\$ 1
	2nd Violation	Per Violation		\$ 108	\$ 111	\$ 3
	3rd and More	Per Violation		\$ 539	\$ 552	\$ 13
PRE-TREATMENT PROGRAM						
26	Industrial Installation					
	Those Industries that Discharge Wastewater Greater than 25,000 Gallons Per day or Fall Under 40 CFR					
	Plan Review	Per Building		\$ 63	\$ 65	\$ 2
27	Miscellaneous Installations such food service establishments and dental offices					
	Plan Review	Per Building		\$ 41	\$ 42	\$ 1



Public Works - Utilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
DISCHARGE Permit						
28	Discharge Permit—Initial Permit Fee					
	Class I Permit (SIU)	First Year		\$ 2,591	\$ 2,653	\$ 62
	Class II Permit (NSIU/NSCIU/Zero-Discharge Categorical)--Three (3) Year Permit	First Year		\$ 826	\$ 846	\$ 20
	Class III Permit (Temporary Discharge Permit)	First Permit Cycle		\$ 1,244	\$ 1,274	\$ 30
	Class IV Permit (Hauled Liquid Waste)--Five (5) Year Permit	First Year		\$ 829	\$ 849	\$ 20
29	Discharge Permit—Annual Permit Fee					
	Class I Permit (SIU)	Annually		\$ 1,969	\$ 2,016	\$ 47
	Class II Permit (NSIU/NSCIU/Zero-discharge categorical)	Annually		\$ 432	\$ 442	\$ 10
	Class III Permit (Temporary Discharge Permit)	Annually		\$ 690	\$ 707	\$ 17
	Class IV Permit (Hauled Liquid Waste)	Annually		\$ 570	\$ 584	\$ 14
30	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		\$ 311	\$ 318	\$ 7
31	Laboratory Analysis Cost and Rental Equipment Charges	Per Analysis		Actual Cost	Actual Cost	-
ENVIRONMENTAL COMPLIANCE						
32	Food Service Establishment/FOG Annual Inspection/ Annual Permit Fee					
	Small Generator	Annually		\$ 172	\$ 176	\$ 4
	Medium Generator	Annually		\$ 221	\$ 226	\$ 5
	Large Generator	Annually		\$ 311	\$ 318	\$ 7
33	Re-Inspection/Sampling/non-compliance Inspection	Per Inspection		\$ 207	\$ 212	\$ 5
34	Dental Facility One-Time Compliance Report Fee	Per Report		\$ 69	\$ 71	\$ 2
NEW WATER MAIN TESTING						
35	Sampling by City Staff - Per site (Charges Begin Following Initial Sampling and One (1) Resampling Event)	Per Sample		\$ 139	\$ 142	\$ 3
36	Laboratory Analysis Cost and Rental Equipment Charges	Per Sample		\$ 139	\$ 142	\$ 3
37	Backflow Device Testing	Per Device		\$ 415	\$ 425	\$ 10
UNDERGROUND - METERS						
38	Utilities Turn On/Off	Per Trip		See Utilities Fee Schedule	See Utilities Fee Schedule	-
39	Radio Read Devices - Flexnet	Per Device		\$ 11	Actual Cost + Labor	-
40	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.	Per Hour		\$ 139	\$ 142	\$ 3

Notes



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Agreement Processing					
	Subdivision Improvement Agreement	Per Agreement	[10]	\$ 7,594	\$ 7,776	\$ 182
	Off-site Improvement Agreement	Per Agreement	[10]	\$ 8,058	\$ 8,251	\$ 193
	Park Improvement and Reimbursement Agreement	Per Agreement	[10]	\$ 6,792	\$ 6,955	\$ 163
	Right of Entry Agreement	Per Agreement	[10]	\$ 1,400	\$ 1,434	\$ 34
2	SIA, OIA, PIRA, Any Amendment	Per Amendment		\$ 6,075	\$ 6,221	\$ 146
3	Grading Plan Check					
	10,000	Base Fee		\$ 13,048	\$ 13,361	\$ 313
	Each Additional 10,000 CY	Each Add'l		\$ 588.31	\$ 602.43	\$ 14.12
	100,000	Base Fee		\$ 18,343	\$ 18,783	\$ 440
	Each Additional 10,000 CY	Each Add'l		\$ 556.94	\$ 570.31	\$ 13.37
	200,000	Base Fee		\$ 23,913	\$ 24,487	\$ 574
Each Additional 10,000 CY	Each Add'l		\$ 1,195.63	\$ 1,224.33	\$ 28.70	
4	Grading Permit and Inspection					
	Residential or Commercial Lots (Up to 5)	Per Project		\$ 6,073	\$ 6,219	\$ 146
	Subdivisions (5 Lots or More)	Per Project		\$ 12,028	\$ 12,317	\$ 289
	Re-inspection Fee	Per Day		\$ 673	\$ 689	\$ 16
5	4th & Subsequent Plan Check	Per Submittal		\$ 1,316	\$ 1,348	\$ 32
SUBDIVISIONS			[5]			
6	Final Parcel Map Review	Per Project	[11]	\$ 5,075	\$ 5,197	\$ 122
7	Final Subdivision Map Review					
	5 - 49 Lots	Per Project	[11]	\$ 7,607	\$ 7,790	\$ 183
	50 - 100 Lots	Per Project		\$ 16,052	\$ 16,437	\$ 385
	>100 Lots, Each Additional 100 Lots	Per 100 Lots		\$ 16,375	\$ 16,768	\$ 393
8	Final Map Amendment Review	Per Project		\$ 6,642	\$ 6,801	\$ 159
9	Certification of Correction	Per Project		\$ 5,105	\$ 5,228	\$ 123
10	Non-Technical Correction (i.e. misspellings)	Per Project		\$ 232	\$ 238	\$ 6
11	Certificate of Compliance	Per Application		\$ 3,572	\$ 3,658	\$ 86
12	Legal Description and Plat Review (Ex:Lot Merger/Lot Line Adjustment/Easement Modification/right of way dedication/easement dedication)	Per Submittal		\$ 3,249	\$ 3,327	\$ 78
PUBLIC IMPROVEMENTS						
13	Plan Check	Per Project up to \$5M, Deposit/Actual Cost >\$5M	[11]			
	2,000	Base Fee		\$ 8,785	\$ 8,996	\$ 211
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 296.19	\$ 303.30	\$ 7.11
	25,000	Base Fee		\$ 15,597	\$ 15,971	\$ 374
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 407.09	\$ 416.86	\$ 9.77
	50,000	Base Fee		\$ 25,774	\$ 26,393	\$ 619
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 124.44	\$ 127.43	\$ 2.99
	100,000	Base Fee		\$ 31,996	\$ 32,764	\$ 768
Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 9.51	\$ 9.74	\$ 0.23	
500,000	Base Fee		\$ 35,801	\$ 36,660	\$ 859	



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 28.73	\$ 29.42	\$ 0.69
\$	1,000,000	Base Fee		\$ 50,164	\$ 51,368	\$ 1,204
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 11.26	\$ 11.53	\$ 0.27
\$	5,000,000	Base Fee		\$ 95,208	\$ 97,493	\$ 2,285
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000	[11]	\$ 19.04	\$ 19.50	\$ 0.46
14	Inspection	Per Project up to \$5M, Deposit/Actual Cost >\$5M				
\$	2,000	Base Fee		\$ 1,145	\$ 1,172	\$ 27
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 59.36	\$ 60.78	\$ 1.42
\$	25,000	Base Fee		\$ 2,510	\$ 2,570	\$ 60
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 89.59	\$ 91.74	\$ 2.15
\$	50,000	Base Fee		\$ 4,750	\$ 4,864	\$ 114
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 45.40	\$ 46.49	\$ 1.09
\$	100,000	Base Fee		\$ 7,020	\$ 7,188	\$ 168
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 63.01	\$ 64.52	\$ 1.51
\$	500,000	Base Fee		\$ 32,225	\$ 32,998	\$ 773
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 48.53	\$ 49.69	\$ 1.16
\$	1,000,000	Base Fee		\$ 56,490	\$ 57,846	\$ 1,356
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 59.38	\$ 60.81	\$ 1.43
\$	5,000,000	Base Fee		\$ 294,023	\$ 301,080	\$ 7,057
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 58.80	\$ 60.21	\$ 1.41
15	Reinspection Fee	Per Day		\$ 673	\$ 689	\$ 16
16	As-builts, Review after Construction	Per Lot		\$ 3,642	\$ 3,729	\$ 87
17	Water Treatment Plan Check/ NPDES Compliance	Per Project		\$ 2,321	\$ 2,377	\$ 56
18	MWEL0	Per Project		\$ 116	\$ 119	\$ 3
19	MICRO IMAGING FEES		[1,2]			
	11" X 17" and smaller (B&W or Grayscale with 2" Field Index)	Each Page		\$ 0.08	\$ 0.08	\$ 0
	Larger than 11" X 17" (B&W or Grayscale with a Two-Field Index)	Each Page		\$ 0.88	\$ 0.88	\$ 0
	11" X 17" and smaller (Color with Two-Field Index)	Each Page		\$ 0.15	\$ 0.15	\$ 0
	18" X 24" Color document with a Two-Field Index	Each Page		\$ 0.53	\$ 0.53	\$ 0
	24" X 36" Color document with a Two-Field Index	Each Page		\$ 2.00	\$ 2.00	\$ 0
20	Segregation of Assessment	Per Lot		\$ 1,485	\$ 1,521	\$ 36
21	Record of Survey	Per Lot		\$ 4,386	\$ 4,491	\$ 105
22	Street Easement Abandonment	Per Lot		\$ 9,955	\$ 10,194	\$ 239
23	ENCROACHMENT PERMITS		[4]			
	Minor: Includes Curb, Gutter, Sidewalk, Driveway Work, Small Business Sidewalk Sales	Flat	[6,12]	\$ 873	\$ 894	\$ 21
	Moderate: Includes New Service Laterals, Existing Lateral Repair or Replacement, Street Pothole	Flat	[6,7,8,12]	\$ 2,326	\$ 2,382	\$ 56
	Major: Includes any Construction Requiring More than 3 Days on Site, over 265 Linear Feet of Work, Road Closures, Phasing and/or Multiple Excavation Locations, Weekend Work		[6,7,8]			



Public Works - Engineering Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	\$ 10,000	Base Fee		\$ 2,413	\$ 2,471	\$ 58
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 20	\$ 20	\$ 0
	\$ 50,000	Base Fee		\$ 3,220	\$ 3,297	\$ 77
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 62	\$ 63	\$ 1
	\$ 100,000	Base Fee		\$ 6,335	\$ 6,487	\$ 152
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 11	\$ 11	\$ 0
	\$ 500,000	Base Fee		\$ 10,630	\$ 10,885	\$ 255
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 13	\$ 13	\$ 0
	\$ 1,000,000	Base Fee		\$ 17,244	\$ 17,658	\$ 414
	Each Additional \$1,000 or Fraction thereof	Each Add'l \$1,000		\$ 17	\$ 17	\$ 0
	Swimming Pool	Per Project	[12]	\$ 1,018	\$ 1,042	\$ 24
24	OVERSIZE LOAD PERMIT		[3]			
	Single Permit	Per Permit	[9]	\$ 16	\$ 16	\$ 0
	Annual or Blanket Permit (Fixed Route)	Annual	[9]	\$ 90	\$ 90	\$ 0
25	REPRODUCTION, MAP AND DOCUMENT SALES		[1,2]			
	Standard Plans, Standard Specs, and Design Standards	Per Doc		\$ 18	\$ 18	\$ 0
	Parks Manual	Per Doc		\$ 88	\$ 88	\$ 0
	Storm Drainage Master Plans	Per Doc		\$ 24	\$ 24	\$ 0
	Subdivision Maps	Per Doc		\$ 6	\$ 6	\$ 0
	Reproduction Fees	Per Sheet		\$ 2	\$ 2	\$ 0
	NEW ADDRESS MAPPING FEES					
26	Single-family/Single Building or Single Address	Per Lot		\$ 464	\$ 475	\$ 11
27	Multi-Family Projects/Subdivisions					
	2-10 units	Flat		\$ 696	\$ 713	\$ 17
	11-100 units	Flat		\$ 928	\$ 950	\$ 22
	101+ units	Flat		\$ 1,160	\$ 1,188	\$ 28
28	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	During Business Hours	Per Hour		\$ 140	\$ 143	\$ 3
	After Business Hours	Per Hour		\$ 153	\$ 157	\$ 4

Notes

- [1] Plus 2% of Invoice Total for Pick-up and Delivery.
- [2] Set by City Policy.
- [3] Fee Amount Set by State.
- [4] Encroachment Permits include 2 inspections, Each Inspection in Excess of 2 are Charge the Base Fee (Plus hourly rate for Inspection and Engineering Review)
- [5] If Technical Studies are Required, City to Bill at Actual Costs
- [6] Additional 2 Hrs. Plan Check if Traffic Control Plan Review is Needed
- [7] Additional Inspections to be Billed [Hourly] Per Inspection
- [8] Bond Required
- [9] Not Subject to Inflationary Adjustment
- [10] Base fee (<10 eng hours) + hourly fee after 11+ hours
- [11] Subject to 4th & Subsequent Plan Check Fee
- [12] Base fee + hourly inspection fee



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Administration					
	Advertising Fee for Activity Guide	Per Advertisement	[1]			
	Full Page, Back Cover			\$ 1,183	\$ 1,211	\$ 28
	Full Page, Inside Back Cover			\$ 592	\$ 606	\$ 14
	½ Page, Inside			\$ 414	\$ 424	\$ 10
	¼ Page, Inside			\$ 237	\$ 243	\$ 6
	Program Transaction Fee (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		\$ 5	\$ 6	\$ 1
	Early Registration Discount	Per Advertisement	[3]	\$ (11)	\$ (11)	\$ (0)
	Online Registration Discount	Per Advertisement	[3]	\$ (11)	\$ (11)	\$ (0)
	Sibling Registration Discount	Per Advertisement	[3]	11%	11%	\$ 0
	Range of Fee Increase for Contract Classes	Per Advertisement		22%	22%	\$ 0
	Volunteer Incentive Discount (volunteers for youth league programs i.e. Jr. Giants, Jr. Warriors)	Per Registration	[4]	15%	15%	\$ 0
	10% Non-Resident fee applied to all classes, programs, leagues, camps, etc.	Per Registration	[7]	10%	10%	\$ 0
	Lost, Broken, or Stolen Equipment Replacement Cost	Per item		Actual Cost	Actual Cost	-
2	Special Interest					
	Health & Wellness					
	- CPR, Zumba, BollyX, Fitness, Mental Health Workshops, Gymnastics, Tennis, Cooking, Baking, Health Matters, Baseball, Volleyball, Soccer, Golf, Cricket, Pickleball, Football, Multi-Sport, Track & Field, Jiu-Jitsu, Taekwondo, Martial Arts, Kickboxing, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Computer Science					
	- AI, ML, Coding, App Design, Cleantech with Electrical Circuit Kits, Minecraft Modding, Python, Roblox Game Design, Animation Coding, Scratch, HTML, CSS, JavaScript, Code Your Own Adventure, Game Design, Game Design with Scratch, Game Development with Microsoft MakeCode, Robotic Car, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Academic/STEM/STEAM					
	- Tutoring/Homework Help, Public Speaking, Debates, Writing & Creativity Skills, Foreign Languages, Sign Language, Robotics, 2D, 3D Pen, Robots with Sphero, Little Bits, Microbits, Legos, RaspberryPi, Aduino, 3D Print, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
	Enrichment/Hobbies/Interests					
	- Sewing, Chess, Cooking, Baking, SlimeTopia, Dog Training, Skateboarding, Personal Finance, Stocks, Bonds, Classes, Camps, Presentations, Workshops	Per Person	[4,7]	\$5-\$500	\$5-\$500	\$ 0
3	Teens					
	Teen Events					
	Minimum	Per Person	[7,9]	\$ 6	\$ 7	\$ 1
	Maximum	Per Person	[7]	\$ 23	\$ 24	\$ 1
	Teen Camps					
	Minimum	Per Week	[7]	\$ 82	\$ 84	\$ 2
	Maximum	Per Week	[7]	\$ 103	\$ 105	\$ 2
	Leaders in Training: Jr. Rec Leaders					
	Minimum	Per Week	[7]	\$ 103	\$ 105	\$ 2
	Maximum	Per Week	[7]	\$ 154	\$ 158	\$ 4
	Teen Trip (Transportation)		[8]			
	Minimum	Per Trip		\$ 41	\$ 42	\$ 1
	Maximum	Per Trip		\$ 51	\$ 52	\$ 1
4	Mobile Recreation (Roll'n Rec)	Per Person		\$ -	\$ -	\$ -



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
5	Youth Development					
	Summer Camp (Full Day) 7am-6pm					
	Minimum	Per Week	[7]	\$ 166	\$ 170	\$ 4
	Maximum	Per Week	[7]	\$ 227	\$ 232	\$ 5
	Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	Per Week	[7]	\$ 41	\$ 42	\$ 1
	Summer Camp 9am-3pm ONLY	Per Week	[7]	\$ 178	\$ 182	\$ 4
	Summer Camp (Half Day) 9am-12pm or 1pm-4pm*					
	Minimum	Per Week	[7]	\$ 76	\$ 78	\$ 2
	Maximum	Per Week	[7]	\$ 107	\$ 110	\$ 3
6	Seniors					
	Senior Health and Wellness					
	Power Walk	Per Class		\$ -	\$ -	-
	Senior Fitness					
	Daily Drop-In	Per Class	[10]	\$ 1	\$ 2	\$ 1
	25 - Visit Pass	Per Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Self Defense	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Tai Chi	Per 4-Week Session	[7]	\$ 22	\$ 23	\$ 1
	Senior Mat Yoga	Per 4-Week Session	[7]	-	\$ 23	-
	Senior Chair Yoga	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Yoga	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Zumba Gold	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Senior Indoor Tennis	Per Class	[10]	\$ 1	\$ 2	\$ 1
	5 Visit - Ballroom Dance Pass	Per Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Arts & Music		[7]			
	12 Visit Drop-In Activities Card	Per Card		\$ 23	\$ 24	\$ 1
	Arts & Craft Class	Per Class		\$ -	\$ -	-
	Arts & Craft Project		[10]			
	Minimum	Per Project		\$ 5	\$ 6	\$ 1
	Maximum	Per Project		\$ 12	\$ 13	\$ 1
	Painting	Per Class		\$ -	\$ -	-
	Scrapbooking	Per Class		\$ -	\$ -	-
	Needle Art	Per Class		\$ -	\$ -	-
	Jewelry Making	Per Class	[10]	\$ 12	\$ 13	\$ 1
	Card Making	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Line Dancing	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Country Jams	Per Class	[10]	\$ 2	\$ 3	\$ 1
	Senior Recreation					
	Tea Social	Per Class		\$ -	\$ -	-
	Bingo	Per Class		\$ -	\$ -	-
	Social Recreation Programs	Per Class		\$ -	\$ -	-
	Table Games	Per Class		\$ -	\$ -	-
	Indoor Pickleball	Per Class	[10]	\$ 1	\$ 2	\$ 1
	Ping Pong					
	Cooking Class	Per Class	[10]	-	\$ 6	-
	Daily Drop-in	Per Class	[10]	\$ 1	\$ 2	\$ 1
	24- Visit pass	24-Visit Pass	[7]	\$ 23	\$ 24	\$ 1
	Senior Special Events (Includes Dances)					
	Minimum	Per Event	[7]	\$ 5	\$ 6	\$ 1
	Maximum	Per Event	[7]	\$ 23	\$ 24	\$ 1
	Booth for Special Events					
	Non-Profit	Per Event		\$ 28	\$ 29	\$ 1
	For-Profit	Per Event		\$ 58	\$ 59	\$ 1
	Senior Trips					
	Bus Trips					
	Resident	Per Person	[7, 8]	\$ 37	\$ 38	\$ 1
	Senior Social Services					
	Lunch Program	Per Month		\$ -	\$ -	-
	AARP Programs	Per Month		\$ -	\$ -	-
	Other Services	Per Month		\$ -	\$ -	-
	Clubs	Per Month		\$ -	\$ -	-



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
7	Athletics					
	Adult Sports					
	Adult Slow Pitch Leagues					
	Minimum	Per Team	[5]	\$ 331	\$ 339	\$ 8
	Maximum	Per Team	[5]	\$ 615	\$ 630	\$ 15
	Adult/Youth Fast Pitch Leagues					
	Minimum	Per Team	[5]	\$ 533	\$ 546	\$ 13
	Maximum	Per Team	[5]	\$ 709	\$ 726	\$ 17
	Adult/Youth Softball Tournament					
	Minimum	Per Team	[5,6]	\$ 296	\$ 303	\$ 7
	Maximum	Per Team	[5,6]	\$ 592	\$ 606	\$ 14
	Adult Softball Protest Fee	Per Protest		\$ 29	\$ 30	\$ 1
	Adult Flag Football League					
	Minimum	Per Team	[5]	\$ 474	\$ 485	\$ 11
	Maximum	Per Team	[5]	\$ 709	\$ 726	\$ 17
	Adult Kickball League					
	Minimum	Per Team	[5]	\$ 325	\$ 333	\$ 8
	Maximum	Per Team	[5]	\$ 474	\$ 485	\$ 11
	Adult/Youth Home Run Derby Event					
	Minimum	Per Player	[3,4]	\$ -	\$ 25	-
	Maximum	Per Player	[3,4]	\$ -	\$ 55	-
8	Youth Sports					
	Resident					
	Youth Basketball League					
	Minimum	Per Player	[5,7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[5,7]	\$ 95	\$ 97	\$ 2
	Jr. Giants Youth Baseball (Free Program)	Per Player		\$ -	\$ -	-
	49er Prep Flag Football (Free Program)	Per Player		\$ -	\$ -	-
	Youth Sports Camps					
	Minimum	Per Player	[7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[7]	\$ 95	\$ 97	\$ 2
	Flag Football League (Operated by City of Tracy Staff)					
	Minimum	Per Player	[5,7]	\$ 88	\$ 90	\$ 2
	Maximum	Per Player	[5,7]	\$ 107	\$ 110	\$ 3
	Friday Night Lights Flag Football League (Operated by Contract Instructor)					
	Minimum	Per Player	[5,7]	\$ 154	\$ 158	\$ 4
	Maximum	Per Player	[5,7]	\$ 180	\$ 184	\$ 4
	Tracy Tots Baby Gym					
	Minimum	Per Session	[3,7]	\$ 25	\$ 26	\$ 1
	Maximum	Per Session	[3,7]	\$ -	\$ 60	-



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
9	Aquatics					
	World's Largest Swim Lesson Event (Free Event)	Per Person		\$ -	\$ -	-
	Aquatics Special Events (Dive-in Movie, Teen Events, Pumpkin Drive)					
	Minimum	Per Person		\$ 5	\$ 6	\$ 1
	Maximum	Per Person		\$ 26	\$ 27	\$ 1
	General Recreation Swim					
	Individual Entrance Fee					
	Minimum	Per Person		\$ 2	\$ 3	\$ 1
	Maximum	Per Person		\$ 5	\$ 6	\$ 1
	10 Visit Pass					
	Minimum	Per Pass		\$ 27	\$ 28	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Senior (50+) 10 Visit Pass					
	Minimum	Per Pass		\$ 16	\$ 17	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Swim Lessons					
	Parent Tot					
	Minimum	Per Person	[7]	\$ 27	\$ 28	\$ 1
	Maximum	Per 2 Week Session	[7]	\$ 96	\$ 98	\$ 2
	Swim Skills (Levels 1-4)					
	Minimum	Per Person	[7]	\$ 28	\$ 29	\$ 1
	Maximum	Per Person, Per 2 Week Session	[7]	\$ 71	\$ 73	\$ 2
	Advanced Swim					
	Minimum	Per Person	[7]	\$ 28	\$ 29	\$ 1
	Maximum	Per Person, Per 2 Week Session	[7]	\$ 71	\$ 73	\$ 2
	Water Aerobics					
	Drop-in					
	Minimum	Per Person	[9]	\$ 5	\$ 6	\$ 1
	Maximum	Per Person	[9]	\$ 9	\$ 10	\$ 1
	10 Visit Pass					
	Minimum	Per Pass	[7]	\$ 38	\$ 39	\$ 1
	Maximum	Per Pass	[7]	\$ 81	\$ 83	\$ 2
	Senior Water Exercise - 10 Visit Pass					
	Minimum	Per Pass		\$ 28	\$ 29	\$ 1
	Maximum	Per Pass		\$ 40	\$ 41	\$ 1
	Aqua Arthritis	Per Class	[7]	-	\$ 5	-
	Lap Swimming					
	Individual Entrance Fee					
	Minimum	Per Person		\$ 3	\$ 4	\$ 1
	Maximum	Per Person		\$ 5	\$ 6	\$ 1
	10 Visit Pass					
	Minimum	Per Pass		\$ 27	\$ 28	\$ 1
	Maximum	Per Pass		\$ 48	\$ 49	\$ 1
	Other Classes/Programs					
	Swim Camp					
	Minimum	2 Week Session	[7]	\$ 81	\$ 83	\$ 2
	Maximum	2 Week Session	[7]	\$ 108	\$ 111	\$ 3
	Diving					
	Minimum	2 Week Session	[7]	\$ 59	\$ 60	\$ 1
	Maximum	2 Week Session	[7]	\$ 65	\$ 67	\$ 2
	Basic Water Polo					
	Minimum	2 Week Session	[7]	\$ 59	\$ 60	\$ 1
	Maximum	2 Week Session	[7]	\$ 65	\$ 67	\$ 2
	Competitive Swim					
	Minimum	1 Week Session	[7]	-	\$ 66	-
	Maximum	1 Week Session	[7]	-	\$ 73	-
	Water Polo Fundamental Clinics					
	Minimum	1 Week Session	[7]	\$ 50	\$ 51	\$ 1
	Maximum	1 Week Session	[7]	\$ 55	\$ 56	\$ 1



Parks, Recreation & Community Services - Recreation Services Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Lifeguard Certification					
	Minimum	Per Person	[7]	\$ 247	\$ 253	\$ 6
	Maximum	Per Person	[7]	\$ 272	\$ 279	\$ 7
	Lifeguard Recertification					
	Minimum	Per Person	[7]	\$ 90	\$ 92	\$ 2
	Maximum	Per Person	[7]	\$ 99	\$ 101	\$ 2
	Lifeguard Instructor Certification					
	Minimum	Per Person	[7]	\$ 200	\$ 205	\$ 5
	Maximum	Per Person	[7]	\$ 220	\$ 225	\$ 5
	Lifeguard Instructor Recertification					
	Minimum	Per Person	[7]	\$ 125	\$ 128	\$ 3
	Maximum	Per Person	[7]	\$ 138	\$ 141	\$ 3
	Water Safety Instructor Certification					
	Minimum	Per Person	[7]	-	\$ 205	-
	Maximum	Per Person	[7]	-	\$ 225	-
	Private Swim Lesson					
	Minimum	Per Day	[7, 9]	\$ 13	\$ 14	\$ 1
	Maximum	Per Day	[7, 9]	\$ 15	\$ 16	\$ 1
10	Community Events					
	Event Ticket					
	Minimum	Per Person		\$ 20	\$ 21	\$ 1
	Maximum	Per Person		\$ 43	\$ 44	\$ 1
	Event Booth Fee					
	Minimum	Per Booth		\$ 27	\$ 28	\$ 1
	Maximum	Per Booth		\$ 161	\$ 165	\$ 4
	Contest Entry Fee					
	Minimum	Per Entry		\$ 27	\$ 28	\$ 1
	Maximum	Per Entry		\$ 43	\$ 44	\$ 1
	Food Vendor/Truck Entry					
	Minimum	Per Event		\$ -	\$ 50	-
	Maximum	Per Event		\$ -	\$ 100	-
	Health Department	Per Event	[11]	Actual Cost	Actual Cost	-
11	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full-Time					
	During Business Hours	Per Hour		\$ 229	\$ 234	\$ 5
	After Business Hours	Per Hour		\$ 255	\$ 261	\$ 6
	Part-Time					
	During Business Hours	Per Hour		\$ 29	\$ 30	\$ 1
	After Business Hours	Per Hour		\$ 33	\$ 34	\$ 1

Notes

- [1] Applied to all advertising in City's Activity Guide publications
- [2] Applied to all rental requests & special event permit requests
- [3] To be used based on Staff's assessment of need, and based on participant levels
- [4] To be Used based on Staff's assessment of need and negotiations with Contract Instructors
- [5] League fees pending format, number of games & services
- [6] Tournaments vary based on type of tournament and awards provided
- [7] Non-Resident fees are 10% higher across the board
- [8] Based on charter bus fees, destination and length of trip
- [9] If CPI increases is less than \$1, fee will be increased by \$1
- [10] If fee is \$1 or more, non-resident fee pay an additional \$1
- [11] Actual cost of invoice from vendor/contractor/San Joaquin County



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
1	Administration					
	Non-Profit					
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		\$ 108	\$ 111	\$ 3
	Verification of non-profit status	Per Verification	[5]	\$ 15	\$ 16	\$ 1
	Private/Commercial					
	Special Event Permit Application & Review Fee (to be charged for every permitted reservation requiring "further review", per published list)	Per Application		\$ 215	\$ 220	\$ 5
	Facility Rental Application Fee - Applied to all rental permit requests (Excluding Special Events)	Per Application		\$ 41	\$ 42	\$ 1
	Improper Checkout - Renters violating permit conditions(e.g. staying past reservation time, unauthorized items, etc.)					
	Minimum	Per Occurrence		\$ 76	\$ 78	\$ 2
	Maximum	Per Occurrence		\$ 205	\$ 210	\$ 5
2	Community Center Rentals					
	Main Hall (5,300 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 47	\$ 48	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 81	\$ 83	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 115	\$ 118	\$ 3
	Conference Room A or B (250 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)	[5]	\$ 10	\$ 11	\$ 1
	Private Classification	Per Hour (4 hour Min.)	[5]	\$ 16	\$ 17	\$ 1
	Commercial	Per Hour (4 hour Min.)		\$ 21	\$ 22	\$ 1
	Entire Facility (6,200 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 53	\$ 54	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 94	\$ 96	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 132	\$ 135	\$ 3
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 79	\$ 81	\$ 2
	Private Classification	Per Hour (4 hour Min.)		\$ 135	\$ 138	\$ 3
	Commercial	Per Hour (4 hour Min.)		\$ 191	\$ 196	\$ 5



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Additional Fees					
	Extra Dumpster Disposal Fee (Required for Crab-Feeds and Other Rentals as Deemed Necessary by Staff)					
	Processing Fee	Per Rental, Per Dumpster		\$ 55	\$ 56	\$ 1
	Dumpster Fee	Actual Cost		Actual Cost	Actual Cost	-
	Deposit		[1]			
	Main Hall or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Conference Room A or B	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
3	Tracy Sports Complex Meeting Room Rental					
	TSC Meeting Room (700 Sq Ft)					
	Non-Profit	Per Hour	[5]	\$ 20	\$ 21	\$ 1
	Private Classification	Per Hour		\$ 35	\$ 36	\$ 1
	Commercial	Per Hour		\$ 48	\$ 49	\$ 1
	Deposit		[1]			
	Meeting Room	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
4	Tracy Transit Station					
	Room 103 or 104 (590 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 24	\$ 25	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 42	\$ 43	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 59	\$ 60	\$ 1
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 36	\$ 37	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 86	\$ 88	\$ 2
	Room 103 and 104 (1,180 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 48	\$ 49	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 84	\$ 86	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 119	\$ 122	\$ 3
	Weekend					



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Non-Profit	Per Hour (2 hour Min.)		\$ 72	\$ 74	\$ 2
	Private Classification	Per Hour (2 hour Min.)		\$ 126	\$ 129	\$ 3
	Commercial	Per Hour (2 hour Min.)		\$ 179	\$ 183	\$ 4
	Room 105 (913 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 37	\$ 38	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 65	\$ 67	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 93	\$ 95	\$ 2
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 56	\$ 57	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 98	\$ 100	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 139	\$ 142	\$ 3
	Entire Facility (4,044 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 109	\$ 112	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 191	\$ 196	\$ 5
	Commercial	Per Hour (4 hour Min.)		\$ 271	\$ 278	\$ 7
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 163	\$ 167	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 286	\$ 293	\$ 7
	Commercial	Per Hour (4 hour Min.)		\$ 408	\$ 418	\$ 10
	Deposit		[1]			
	All Conference Rooms	Per Rental		\$ 279	\$ 500	\$ 221
	Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
5	Electric Vehicle Charging Station Rates (Transit Station)					
	Charging Station Session Fee	Per Session		-	\$ 1	-
	Charging Station Energy Use Fee	Per kWh of energy used		-	\$ 0.41	-
6	Tracy Civic Center Rental					
	Council Chambers (3,500 Sq Ft)		[3]			
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 42	\$ 43	\$ 1



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Private Classification	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 106	\$ 109	\$ 3
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 62	\$ 63	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 111	\$ 114	\$ 3
	Commercial	Per Hour (2 hour Min.)		\$ 159	\$ 163	\$ 4
	Conference Room #109 (500 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)	[5]	\$ 20	\$ 21	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 35	\$ 36	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 51	\$ 52	\$ 1
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 30	\$ 31	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 52	\$ 53	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 74	\$ 76	\$ 2
	Conference Room #203 (825 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (2 hour Min.)		\$ 34	\$ 35	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 58	\$ 59	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 83	\$ 85	\$ 2
	Weekend					
	Non-Profit	Per Hour (2 hour Min.)		\$ 51	\$ 52	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 87	\$ 89	\$ 2
	Commercial	Per Hour (2 hour Min.)		\$ 125	\$ 128	\$ 3
	Lobby					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 53	\$ 54	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 93	\$ 95	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 132	\$ 135	\$ 3
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 54	\$ 55	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 96	\$ 98	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 198	\$ 203	\$ 5



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Fountain Plaza - 1 to 50 People		[5]			
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 9	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 15	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 22	-
	Fountain Plaza - 51 to 100 People					
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 13	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 22	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 32	-
	Fountain Plaza - 101+ People					
	Non-Profit	Per Hour (2 hour Min.)		-	\$ 32	-
	Private Classification	Per Hour (2 hour Min.)		-	\$ 29	-
	Commercial	Per Hour (2 hour Min.)		-	\$ 42	-
	Fountain Plaza Non-Profit Max Daily Rental Rate	Per Rental		-	\$ 66	-
	Deposit		[1]			
	All Conference Rooms	Per Rental		\$ 279	\$ 500	\$ 221
	Lobby or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
7	Park and Picnic Areas					
	Park/Picnic - 1 to 50 People					
	Non-Profit	Per Hour (2 hour Min.)	[5]	\$ 18	\$ 19	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 30	\$ 31	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 44	\$ 45	\$ 1
	Park/Picnic - 51 to 100 People					
	Non-Profit	Per Hour (2 hour Min.)		\$ 25	\$ 26	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 44	\$ 45	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 64	\$ 66	\$ 2
	Park/Picnic - 101+ People					
	Non-Profit	Per Hour (2 hour Min.)		\$ 34	\$ 35	\$ 1
	Private Classification	Per Hour (2 hour Min.)		\$ 58	\$ 59	\$ 1
	Commercial	Per Hour (2 hour Min.)		\$ 83	\$ 85	\$ 2



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Inflatable Structures Administrative Fee	Per Day, Per Structure	[2]	\$ 59	\$ 60	\$ 1
	Non-Profit Max Daily Rental Rate	Per Rental		\$ 132	\$ 135	\$ 3
	Deposits					
	Less than 50, Traditional Activity	Per Rental		\$ -	\$ -	\$ -
	50-100; or Less than 50 Non-traditional	Per Rental		\$ 133	\$ 136	\$ 3
	101-200 attendees	Per Rental		\$ 265	\$ 271	\$ 6
	201-300 attendees	Per Rental		\$ 397	\$ 407	\$ 10
	301 and above attendees	Per Rental		\$ 662	\$ 678	\$ 16
8	Parking Lot Rental (Locations and Availability at City Discretion)					
	Vehicle Access Pass			-	\$ 11	-
	Base Fee	10 Hour Max.		\$ 130	\$ 133	\$ 3
	Plus Use Fee					
	Non-Profit	Per Parking Lot Space	[5]	\$ 3	\$ 4	\$ 1
	Private Classification	Per Parking Lot Space	[5]	\$ 6	\$ 7	\$ 1
	Commercial	Per Parking Lot Space	[5]	\$ 7	\$ 8	\$ 1
9	Mobile Stage Rental					
	Set Up (36' x 14')					
	Non-Profit	Per Rental		\$ 413	\$ 423	\$ 10
	Deposits					
	Non-Profit	Per Rental		\$ 559	\$ 800	\$ 241
10	Tennis Court Rental					
	Non-Profit Youth					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Non-Profit Adult					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Private					
	Practice/Games	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	League	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 20	\$ 21	\$ 1
	Commercial					



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Practice/Games	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	League	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 26	\$ 27	\$ 1
	Tennis Court Rental Deposit	Per Court		\$ 66	\$ 68	\$ 2
11	Tennis Court Rental Lights					
	Non-Profit Youth					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 9	\$ 10	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 11	\$ 12	\$ 1
	Non-Profit Adult					
	Practice/Games	Per Hour, Per Court	[5]	\$ 7	\$ 8	\$ 1
	League	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Private/Commercial					
	Practice/Games	Per Hour, Per Court	[5]	\$ 14	\$ 15	\$ 1
	League	Per Hour, Per Court	[5]	\$ 16	\$ 17	\$ 1
	Tournament	Per Hour, Per Court	[5]	\$ 18	\$ 19	\$ 1
12	Lolly Hansen Senior Center Rental					
	Main Hall (3120 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 113	\$ 116	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 174	\$ 178	\$ 4
	Commercial	Per Hour (4 hour Min.)		\$ 235	\$ 241	\$ 6
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 154	\$ 158	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 246	\$ 252	\$ 6
	Commercial	Per Hour (4 hour Min.)		\$ 338	\$ 346	\$ 8
	Outdoor Area (1948 Sq Ft) Only Included with Main Hall or Entire Facility Rental					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 71	\$ 73	\$ 2
	Private Classification	Per Hour (4 hour Min.)		\$ 92	\$ 94	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 120	\$ 123	\$ 3



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 107	\$ 110	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 139	\$ 142	\$ 3
	Commercial	Per Hour (4 hour Min.)		\$ 181	\$ 185	\$ 4
	Classroom 1 (499 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 51	\$ 52	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 66	\$ 68	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 81	\$ 83	\$ 2
	Classroom 2 (739 Sq Ft)					
	Weekday Only					
	Non-Profit	Per Hour (4 hour Min.)		\$ 61	\$ 62	\$ 1
	Private Classification	Per Hour (4 hour Min.)		\$ 82	\$ 84	\$ 2
	Commercial	Per Hour (4 hour Min.)		\$ 105	\$ 108	\$ 3
	Classroom 1 & 2 Combo (1,238 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 112	\$ 115	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 148	\$ 152	\$ 4
	Commercial	Per Hour (4 hour Min.)		\$ 186	\$ 190	\$ 4
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 143	\$ 146	\$ 3
	Private Classification	Per Hour (4 hour Min.)		\$ 189	\$ 194	\$ 5
	Commercial	Per Hour (4 hour Min.)		\$ 241	\$ 247	\$ 6
	Entire Facility (5819 Sq Ft)					
	Weekday					
	Non-Profit	Per Hour (4 hour Min.)		\$ 167	\$ 171	\$ 4
	Private Classification	Per Hour (4 hour Min.)		\$ 270	\$ 276	\$ 6
	Commercial	Per Hour (4 hour Min.)		\$ 369	\$ 378	\$ 9
	Weekend					
	Non-Profit	Per Hour (4 hour Min.)		\$ 234	\$ 240	\$ 6
	Private Classification	Per Hour (4 hour Min.)		\$ 389	\$ 398	\$ 9
	Commercial	Per Hour (4 hour Min.)		\$ 541	\$ 554	\$ 13
	Deposit		[1]			
	Main Hall or Entire Facility	Per Rental		\$ 559	\$ 800	\$ 241



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	All Classrooms	Per Rental		\$ 279	\$ 500	\$ 221
	Alcohol Deposit	Per Rental		\$ 559	\$ 600	\$ 41
	Additional Fees					
	Extra Dumpster Disposal Fee (Required for Rentals as Deemed Necessary by Staff)					
	Processing Fee	Per Rental, Per Dumpster		\$ 55	\$ 56	\$ 1
	Dumpster Fee	Actual Cost	[6]	Actual Cost	Actual Cost	-
	Cleaning Fee (Applied if additional cleaning is deemed necessary by Staff)	Actual Cost	[6]	Actual Cost	Actual Cost	-
13	Sports Facilities (Ritter Family Ballpark, TSC, Plascencia Fields, Tiago, Galli, Clyde Bland, Veterans & Legacy Fields)					
	Unauthorized Permit Use					
	First Occurrence - Warning	Per Occurrence		-	\$ -	-
	Second Occurrence	Per Occurrence		-	\$ 50	-
	Third Occurrence	Per Occurrence		-	\$ 100	-
	No Show Occurrence					
	First Occurrence - Warning	Per Occurrence		-	\$ -	-
	Second Occurrence	Per Occurrence		-	\$ 50	-
	Third Occurrence	Per Occurrence		-	\$ 100	-
	Standard Field (Ritter Family Ballpark, Tiago, Clyde, Galli, Veteran Fields, Plascencia Fields)					
	League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 15	\$ 16	\$ 1
	Private Classification	Per Hour, Per Field		\$ 28	\$ 29	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 39	\$ 40	\$ 1
	Premium Field (TSC, Legacy Fields)					
	League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 12	\$ 13	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 19	\$ 20	\$ 1
	Private Classification	Per Hour, Per Field		\$ 34	\$ 35	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 46	\$ 47	\$ 1
	Lights Fee - League/Individual					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 13	\$ 14	\$ 1
	Private Classification	Per Hour, Per Field		\$ 17	\$ 18	\$ 1



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
	Commercial Classification	Per Hour, Per Field		\$ 24	\$ 25	\$ 1
	Deposit for Baseball/Softball Bases	Per Rental		\$ 288	\$ 295	\$ 7
	Storage Container License	Per Sq. Ft. of Ground Space		\$ 0.51	\$ 0.52	\$ 0.01
	Daily Fee - Tournaments - Standard Fields					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 81	\$ 83	\$ 2
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 131	\$ 134	\$ 3
	Private Classification	Per Hour, Per Field		\$ 163	\$ 167	\$ 4
	Commercial Classification	Per Hour, Per Field		\$ 195	\$ 200	\$ 5
	Daily Fee - Tournaments - Premium Fields					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 109	\$ 112	\$ 3
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 145	\$ 148	\$ 3
	Private Classification	Per Hour, Per Field		\$ 281	\$ 288	\$ 7
	Commercial Classification	Per Hour, Per Field		\$ 387	\$ 396	\$ 9
	Lights Fee - Tournaments					
	Non-Profit Youth Classification	Per Hour, Per Field		\$ 10	\$ 11	\$ 1
	Non-Profit Adult Classification	Per Hour, Per Field		\$ 13	\$ 14	\$ 1
	Private Classification	Per Hour, Per Field		\$ 18	\$ 19	\$ 1
	Commercial Classification	Per Hour, Per Field		\$ 25	\$ 26	\$ 1
	Field Damage Deposit	Per Field		\$ 121	\$ 124	\$ 3
	Gate Fee - Tournaments					
	All Classifications	Per Tournament		\$ 125	\$ 150	\$ 25
	Gate Fee - Local League Games					
	Non-Profit Classifications	Per Season		\$ -	\$ 125	\$ -
	On-site Staffing Fee for Sports Fields Use					
	All Classifications	Per Hour, Per Complex		\$ 33	\$ 34	\$ 1
	Softball Field Preparations					
	Light Watering	Per Preparation		\$ 13	\$ 14	\$ 1
	Chalking	Per Preparation		\$ 15	\$ 16	\$ 1
	Light Watering, Minor Dragging	Per Preparation		\$ 19	\$ 20	\$ 1
	Full Field Preparation	Per Preparation		\$ 50	\$ 51	\$ 1
	Outfield Fencing Rental	Per Field		\$ 143	\$ 146	\$ 3
	Concession Stands					
	Non-Profit	Per Occurrence		\$ 5	\$ 6	\$ 1
	Private	Per Occurrence		\$ 8	\$ 9	\$ 1
	Private/Commercial Classification	Per Occurrence		\$ 12	\$ 13	\$ 1
	Monthly Rental Rate	Per Month	[7]	\$ 152	\$ 156	\$ 4
	Mobile Food Truck	Per Occurrence		\$ 5	\$ 6	\$ 1



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
14	Joe Wilson Community Pool Rentals					
	Any Size Groups, When Organization Provides Own Lifeguards & Includes 1 Senior Lifeguard					
	All Classifications	Per Hour (Min. 2 Hours)		\$ 86	\$ 88	\$ 2
	Up to 50 People, Includes 1 Senior Lifeguard & 1 Lifeguard					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 104	\$ 106	\$ 2
	Private Classification	Per Hour (Min. 2 Hours)		\$ 116	\$ 119	\$ 3
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 128	\$ 131	\$ 3
	Up to 75 People, Includes 1 Senior Lifeguard & 2 Lifeguards					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 123	\$ 126	\$ 3
	Private Classification	Per Hour (Min. 2 Hours)		\$ 135	\$ 138	\$ 3
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 146	\$ 150	\$ 4
	Up to 100 People, Includes 1 Senior Lifeguard & 3 Lifeguards					
	Non-Profit Classification	Per Hour (Min. 2 Hours)		\$ 141	\$ 144	\$ 3
	Private Classification	Per Hour (Min. 2 Hours)		\$ 153	\$ 157	\$ 4
	Commercial Classification	Per Hour (Min. 2 Hours)		\$ 166	\$ 170	\$ 4
	Deposits					
	All Classifications, All Group Sizes	Per Rental		\$ 184	\$ 500	\$ 316
	Additional Joe Wilson Pool Rental Fees					
	Extra lifeguard (as deemed necessary by staff, based on event)	Per Hour, Per Lifeguard		\$ 18	\$ 19	\$ 1
	Recreational Swim Pavilion Rental (1089 sqft)	Per Hour		\$ 30	\$ 31	\$ 1
15	Airport Rental					
	New Jerusalem Rental Area	Per Day		\$ 1,440	\$ 1,475	\$ 35
	Tracy Municipal Airport Rental Area	Per Day		\$ 1,440	\$ 1,475	\$ 35
16	City Owned Airport Hangar Rental Rates					
	F-Series	Per Month		\$ 281	\$ 288	\$ 7
	3-Series	Per Month		\$ 342	\$ 350	\$ 8
	4-Series	Per Month		\$ 342	\$ 350	\$ 8
	G-Series	Per Month		\$ 354	\$ 362	\$ 8
	B-Series	Per Month		\$ 471	\$ 482	\$ 11
	Tie-Down	Per Month		\$ 20	\$ 50	\$ 30



Parks, Recreation & Community Services - Community Facilities Division

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Proposed Fee with CPI	Difference
17	Parades on Downtown Streets		[4]			
	Parade Route					
	Non-Profit Classification	Per Event		\$ 1,224	\$ 1,253	\$ 29
18	Co-Sponsorship Events					
	Indoor City Facility Rental	Per Event		\$ -	\$ -	-
	Outdoor City Facility Rental	Per Event		\$ -	\$ -	-
	Street Closures (i.e barricades, signage, delineator, etc.)	Per Event		\$ -	\$ -	-
	City Equipment & Material (i.e. mobile stage, etc)	Per Event		\$ -	\$ -	-
	City Staffing	Per Event		\$ -	\$ -	-
	Encroachment Permit	Per Event		\$ -	\$ -	-
19	For Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.					
	Full-Time					
	During Business Hours	Per hour		\$ 229	\$ 234	\$ 5
	After Business Hours	Per hour		\$ 255	\$ 261	\$ 6
	Part-Time					
	During Business Hours	Per hour		\$ 29	\$ 30	\$ 1
	After Business Hours	Per hour		\$ 33	\$ 34	\$ 1

Notes

- [1] An additional deposit is required for all activities where alcohol is sold or served
- [2] All Classifications: Fee is applied to all approved inflatable requests to accompany a park rental
- [3] Includes projector and screen use
- [4] Exception: Until further notice, Parade Fees will not be charged for Public School District-sponsored parades.
- [5] If the CPI increase is \$1 or less, a \$1 increase will be applied to that fee
- [6] Actual cost of invoice from vendor or contractor
- [7] Increase the fee by 10% annually per site for the duration of each contract agreement



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
1	Deposits						
	EK Theatre	Per Use	[1]	\$ 550	\$ 563	\$ 13	\$ 550
	Studio Theatre	Per Use	[2]	\$ 275	\$ 282	\$ 7	\$ 275
	Dance Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Visual Arts I & II	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Children's Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Ceramic & Fused Glass Studio	Per Use		\$ 110	\$ 113	\$ 3	\$ 110
	Music Studio I	Per Use		\$ 100	\$ 102	\$ 2	\$ 100
	Music Studio II	Per Use		\$ 75	\$ 77	\$ 2	\$ 75
	Music Studio III	Per Use		\$ 50	\$ 51	\$ 1	\$ 50
	Music Studio IV	Per Use		\$ 100	\$ 102	\$ 2	\$ 100
	Grand Galleries	Per Use		\$ 150	\$ 154	\$ 4	\$ 150
	Lobby Areas	Per Use		\$ 250	\$ 256	\$ 6	\$ 250
	Loggia	Per Use		\$ 50	\$ 51	\$ 1	\$ 50
2	EK Theatre Rentals						
	Non-Profit			Minimum 10% of ticket sales, or fees listed below, whichever is greater.	Minimum 10% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 10% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance (Non-profit)						
	First 8 Hours	First 8 Hours	[3]	\$ 647	\$ 663	\$ 16	\$ 647
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
	Non-Prime Time Rental: Rehearsal or Performance (Non-Profit)						
	First 8 Hours	First 8 Hours	[3]	\$ 323	\$ 331	\$ 8	\$ 323
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
	Prime Time Co-Present or Resident Company: Performance or Rehearsal (Non-Profit)						
	Per 8 Hours	Per 8 Hours	[3]	\$ 519	\$ 531	\$ 12	\$ 519
	Non-Prime Time Co-Present or Rental Resident Company: Rental Rehearsal or Performance (Non-Profit)						
	Per 8 Hours	Per 8 Hours	[3]	\$ 260	\$ 266	\$ 6	\$ 260
	Commercial			Minimum 15% of ticket sales, or fees listed below, whichever is greater.	Minimum 15% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 15% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Performance (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 1,941	\$ 1,988	\$ 47	\$ 1,941
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
	Prime Time Rental: Rehearsal (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 1,941	\$ 1,988	\$ 47	\$ 1,941
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
	Non-Prime Time Rental: Rehearsal or Performance (Commercial)						
	First 8 Hours	First 8 Hours	[3]	\$ 845	\$ 865	\$ 20	\$ 845
	Each Additional Hour	Each Add'l Hr		\$ 339	\$ 347	\$ 8	\$ 339
3	Studio Theatre Rentals						
	Non-Profit			Minimum 10% of ticket sales, or fees listed below, whichever is greater.	Minimum 10% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 10% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 124	\$ 127	\$ 3	\$ 124
	Each Additional Hour	Each Add'l Hr		\$ 68	\$ 70	\$ 2	\$ 68
	Non-Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 90	\$ 92	\$ 2	\$ 90
	Each Additional Hour	Each Add'l Hr		\$ 68	\$ 70	\$ 2	\$ 68
	Prime Time Co-Present or Resident Company: Rehearsal or Performance						
	Per 5 Hours	Per 5 Hours	[3]	\$ 100	\$ 102	\$ 2	\$ 100
	Non-Prime Time Co-Present or Resident Company: Rehearsal or Performance						
	Per 5 Hours	Per 5 Hours	[3]	\$ 72	\$ 74	\$ 2	\$ 72



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Commercial			Minimum 15% of ticket sales, or fees listed below, whichever is greater.	Minimum 15% of ticket sales, or fees listed below, whichever is greater.	-	Minimum 15% of ticket sales, or fees listed below, whichever is greater.
	Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 339	\$ 347	\$ 8	\$ 339
	Each Additional Hour	Each Add'l Hr		\$ 203	\$ 208	\$ 5	\$ 203
	Non-Prime Time Rental: Rehearsal or Performance						
	First 5 Hours	First 5 Hours	[3]	\$ 372	\$ 381	\$ 9	\$ 372
	Each Additional Hour	Each Add'l Hr		\$ 203	\$ 208	\$ 5	\$ 203
4	Dance Studio						
	<i>Private & Group Instruction Educational Events Rehearsal & Facility Event Use >Includes Basic Furniture Set & Studio Amenities >Includes Sound System & one (1) Wired Microphone with Stand >Non-Dance/Movement Use Requires Floor Covering</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 113	\$ 116	\$ 3	\$ 113
	Each Additional Hour	Each Add'l Hr		\$ 56	\$ 57	\$ 1	\$ 56
	Commercial						
	First 2 Hours	First 2 Hours		\$ 226	\$ 231	\$ 5	\$ 226
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
5	Studio Theatre						
	<i>Private & Group Instruction Group Recital, Educational Events Meetings and Facility Event Use Rehearsal (Non-event Use) >Does Not Include Furniture Set or A/V Amenities >Does Not Include Tech Support (See Labor Fees) >Non-Educational/Performance Use (See Theatre Rental Options)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 113	\$ 116	\$ 3	\$ 113
	Each Additional Hour	Each Add'l Hr		\$ 56	\$ 57	\$ 1	\$ 56
	Commercial						
	First 2 Hours	First 2 Hours		\$ 226	\$ 231	\$ 5	\$ 226
	Each Additional Hour	Each Add'l Hr		\$ 113	\$ 116	\$ 3	\$ 113
6	Visual Arts I & II / Children's Studio						
	<i>Private & Group Instruction Group Recital, Educational Events Visual Arts Labs Meetings and Facility Event Use >Includes Basic Furniture Set & Studio Amenities >Does not include use of Printmaking Lab in VAIL</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 84	\$ 86	\$ 2	\$ 84
	Each Additional Hour	Each Add'l Hr		\$ 45	\$ 46	\$ 1	\$ 45
	Commercial						
	First 2 Hours	First 2 Hours		\$ 169	\$ 173	\$ 4	\$ 169
	Each Additional Hour	Each Add'l Hr		\$ 84	\$ 86	\$ 2	\$ 84



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
7	Ceramic & Fused Glass Studio						
	<i>Private & Group Instruction</i> <i>>Includes Basic Furniture Set & Studio Amenities</i> <i>>Requires Staff Supervision (See Labor Fees)</i> <i>>Not available for Non-Educational/Studio Use</i> <i>>Does not include Firing & Materials (See Ceramic & Fused Glass Fees)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 84	\$ 86	\$ 2	\$ 84
	Each Additional Hour	Each Add'l Hr		\$ 45	\$ 46	\$ 1	\$ 45
	Commercial						
	First 2 Hours	First 2 Hours		\$ 169	\$ 173	\$ 4	\$ 169
	Each Additional Hour	Each Add'l Hr		\$ 84	\$ 86	\$ 2	\$ 84
8	Private Art Making Event						
	<i>Private & Group Instruction with Staff Assigned Room Rental in the Studio Theatre, Visual Arts 01 & 02, Children's Studio, Ceramics & Fused Glass Studio</i> <i>>Includes Basic Furniture Set & Studio Amenities</i> <i>>Requires Staff Supervision (See Labor Fees)</i> <i>>Activity Dependent Materials Fee</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 41	\$ 42	\$ 1	\$ 41
	Each Additional Hour	Each Add'l Hr		\$ 21	\$ 22	\$ 1	\$ 21
	Activity Dependent Materials	Per Participant		\$ 5 - 35	\$ 5 - 35	-	\$ 5 - 35
	Commercial						
	First 2 Hours	First 2 Hours		\$ 82	\$ 84	\$ 2	\$ 82
	Each Additional Hour	Each Add'l Hr		\$ 41	\$ 42	\$ 1	\$ 41
	Activity Dependent Materials	Per Participant		\$ 5 - 35	\$ 5 - 35	-	\$ 5 - 35
9	Music Studio I						
	<i>Private & Group Instruction</i> <i>Instrument & Voice Lab</i> <i>Group Recital, Educational Events</i> <i>Rehearsal</i> <i>Up to 20 users</i> <i>>Includes Basic Furniture Set & Studio Amenities</i> <i>>Includes Use of Spinet Piano, Baby Grand Piano, and/or Electric Piano</i> <i>>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr		\$ 36	\$ 37	\$ 1	\$ 36
	Commercial						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
10	Music Studio II						
	<i>Private & Group Instruction</i> <i>Instrument & Voice Lab</i> <i>Rehearsal</i> <i>Up to 6 users</i> <i>>Includes Basic Furniture Set & Studio Amenities</i> <i>>Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 62	\$ 63	\$ 1	\$ 62
	Each Additional Hour	Each Add'l Hr		\$ 31	\$ 32	\$ 1	\$ 31
	Commercial						
	First 2 Hours	First 2 Hours		\$ 123	\$ 126	\$ 3	\$ 123
	Each Additional Hour	Each Add'l Hr		\$ 62	\$ 63	\$ 1	\$ 62



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
11	Music Studio III						
	<i>Private Instruction Instrument & Voice Lab Rehearsal Up to 3 users >Includes Basic Furniture Set & Studio Amenities >Includes Use of Spinet Piano and/or Electric Piano >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 41	\$ 42	\$ 1	\$ 41
	Each Additional Hour	Each Add'l Hr		\$ 21	\$ 22	\$ 1	\$ 21
	Commercial						
	First 2 Hours	First 2 Hours		\$ 82	\$ 84	\$ 2	\$ 82
	Each Additional Hour	Each Add'l Hr		\$ 41	\$ 42	\$ 1	\$ 41
12	Music Studio IV						
	<i>Private Instruction Digital Recording Lab Rehearsal Up to 3 users >Includes Basic Furniture Set & Studio Amenities >Does not include Studio Engineer >Does not include Use of Other Resident Instruments (See Miscellaneous Rentals)</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr		\$ 36	\$ 37	\$ 1	\$ 36
	Commercial						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
13	Grand Galleries						
	<i>Events, Meetings, Presentations, Receptions >Exhibitions Program Schedule Dependent >Requires Staff Supervision (See Labor Fees) >Not Available for Exhibits/Displays/Retail Use</i>						
	Non-Profit						
	First 2 Hours	First 2 Hours		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr		\$ 77	\$ 79	\$ 2	\$ 77
	Commercial						
	First 2 Hours	First 2 Hours		\$ 308	\$ 315	\$ 7	\$ 308
	Each Additional Hour	Each Add'l Hr		\$ 154	\$ 158	\$ 4	\$ 154
14	Lobby Areas						
	<i>>Public Spaces during Facility Hours & Programming</i>						
	Non-Profit						
	Upstairs	Per 4 Hours		\$ 282	\$ 289	\$ 7	\$ 282
	Downstairs	Per 4 Hours		\$ 282	\$ 289	\$ 7	\$ 282
	Commercial						
	Upstairs	Per 4 Hours		\$ 564	\$ 578	\$ 14	\$ 564
	Downstairs	Per 4 Hours		\$ 451	\$ 462	\$ 11	\$ 451
15	Café						
	Non-Profit						
	Non-Revenue Generating Use	Per 4 Hours		\$ 25	\$ 26	\$ 1	\$ 25
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		\$ 50	\$ 51	\$ 1	\$ 50
	Revenue Generating Use (EK Theatre)	Per 4 Hours		\$ 100	\$ 102	\$ 2	\$ 100
	Commercial						
	Non-Revenue Generating Use	Per 4 Hours		\$ 50	\$ 51	\$ 1	\$ 50
	Revenue Generating Use (Studio Theatre & Lobby Areas)	Per 4 Hours		\$ 100	\$ 102	\$ 2	\$ 100
	Revenue Generating Use (EK Theatre)	Per 4 Hours		\$ 200	\$ 205	\$ 5	\$ 200



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Base rate for negotiated Concessionaire Agreement	Per Month		\$542 plus 50% of non-alcoholic beverages and all food sales	\$542 plus 50% of non-alcoholic beverages and all food sales	-	\$542 plus 50% of non-alcoholic beverages and all food sales
16	Box Office Services						
	Non-Profit						
	Per Performance	Per Performance		\$ 113	\$ 116	\$ 3	\$ 113
	Per Ticket Charge to Patron	Per Ticket	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Commercial						
	Per Performance	Per Performance		\$ 318	\$ 326	\$ 8	\$ 318
	Per Ticket Charge to Patron	Per Ticket	[5]	\$ 4	\$ 4	\$ 0	\$ 4
17	Miscellaneous Rentals						
	Non-Profit & Commercial						
	Installation/Removal of Floor for Orchestra Pit	Per Use		\$ 564	\$ 578	\$ 14	\$ 564
	Wired Microphone						
	1 Mic & Stand	Each	[5]	\$ 16	\$ 16	\$ 0	\$ 16
	10 or more	Each	[5]	\$ 11	\$ 11	\$ 0	\$ 11
	Wireless Microphone (Handheld or Lapel)						
	1 Mic & Stand (4 Max)	Each	[5]	\$ 28	\$ 29	\$ 1	\$ 28
	Drum Mic Package - 8 Microphones	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Direct Box	Per Use	[5]	\$ 26	\$ 27	\$ 1	\$ 26
	Monitor Wedges	Each		\$ 50	\$ 51	\$ 1	\$ 50
	Ramtech Split Snake	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Monitor Console	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Mobile PA	Per Use		\$ 103	\$ 105	\$ 2	\$ 103
	Lectern Stand with Mic	Per Use	[5]	\$ 21	\$ 22	\$ 1	\$ 21
	Conductor Podium	Per Use	[5]	\$ 21	\$ 22	\$ 1	\$ 21
	Follow Spot(s) with One In-house Tech, Two (2) Max.	Each per 4 Hrs.		\$ 395	\$ 404	\$ 9	\$ 395
	Video Projector (EK Theatre)						
	Per 8 Hour Rental	Per 8 Hour Rental		\$ 154	\$ 158	\$ 4	\$ 154
	Each Additional Hour	Each Add'l Hr	[5]	\$ 16	\$ 16	\$ 0	\$ 16
	Video Projector (Studio Theatre)						
	Per 5 Hour Rental	Per 5 Hour Rental		\$ 77	\$ 79	\$ 2	\$ 77
	Each Additional Hour	Each Add'l Hr	[5]	\$ 11	\$ 11	\$ 0	\$ 11
	Haze Machine	Per Use		\$ 51	\$ 52	\$ 1	\$ 51
	Marquee Sign Listing	Per Side/Installation		\$ 56	\$ 57	\$ 1	\$ 56
	Installation & Removal of Marley Mat Dance Floor	Per Use		\$ 226	\$ 231	\$ 5	\$ 226
	6' Folding Tables	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	48" Round Folding Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	36" Round Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	Cocktail Tables	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	Cocktail Table Stools	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Wood Classroom Chairs						
	1 Chair	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	10 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Music Stands						
	1 Stand	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	10 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Black Wenger Orchestra Chairs						
	1 Chair	Each	[5]	\$ 12	\$ 12	\$ 0	\$ 12
	25 or more	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Black Pipe and Drape	Per Installation		\$ 113	\$ 116	\$ 3	\$ 113
	Black Resin Chairs						
	1 Chair	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	25 or more	Each	[5]	\$ 4	\$ 4	\$ 0	\$ 4
	Piano Tuning	Per Use		\$225 plus 5%	\$225 plus 5%	-	\$225 plus 5%
	Electric Piano (Roland RD-700NX)	Per Use		\$ 77	\$ 79	\$ 2	\$ 77
	Easels	Each	[5]	\$ 6	\$ 6	\$ 0	\$ 6
	Stage Riser (4' x 4')	Each	[5]	\$ 26	\$ 27	\$ 1	\$ 26
	Extension Cord 25' Quad Box	Each		\$ 15	\$ 15	\$ 0	\$ 15
	Extension Cord with Strip	Each		\$ 5	\$ 5	\$ 0	\$ 5
	Grand Piano (Yamaha) & Tuning			\$ 450	\$ 461	\$ 11	\$ 450
	TV Monitor	Per Use		\$ 56	\$ 57	\$ 1	\$ 56
	BlueRay	Per Use		\$ 20	\$ 20	\$ 0	\$ 20
18	Labor Fees						

City of Tracy

Master Fee Schedule

Adopted:



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	Non-Profit/Commercial						
	Technical Theatre Supervisor	Per Hour		\$ 64	\$ 66	\$ 2	\$ 66
	Theatre Technicians	Per Hour	[5]	\$ 45	\$ 46	\$ 1	\$ 46
	Hospitality Staff	Per Hour	[5]	\$ 27	\$ 28	\$ 1	\$ 28
	Merchandise Seller	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Usher	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Cultural Arts Supervisor	Per Hour		\$ 64	\$ 66	\$ 2	\$ 66
	Arts Education Program Coordinator	Per Hour	[5]	\$ 51	\$ 52	\$ 1	\$ 52
	Arts Education Instructor	Per Hour	[5]	\$ 28	\$ 29	\$ 1	\$ 29
	Arts Education Recreation Leader III	Per Hour	[5]	\$ 17	\$ 17	\$ 0	\$ 17
	Security Personnel (Min \$200 or per hour rate; whichever greater)	Per Hour		\$ 28	\$ 29	\$ 1	\$ 45
19	Additional Fees						
	Non-Profit/Commercial						
	Janitorial Fees						
	Per 8 Hours	Per 8 Hours		\$ 257	\$ 263	\$ 6	\$ 296
	Per 4 Hours	Per 4 Hours		\$ 128	\$ 131	\$ 3	\$ 148
	Porter						
	Per 8 Hours	Per 8 Hours		\$ 246	\$ 252	\$ 6	\$ 296
	Per 4 Hours	Per 4 Hours		\$ 123	\$ 126	\$ 3	\$ 148
	Agreement Processing Fee	Per Contract		\$ 39	\$ 40	\$ 1	\$ 39
	Global Music Rights License Fee	Per Event		\$10 for benefit concerts or .15% of gross revenue for concerts	\$10 for benefit concerts or .15% of gross revenue for concerts	-	\$10 for benefit concerts or .15% of gross revenue for concerts
20	Rental Client Marketing Services						
	<i>Limited availability, as space allows, must use Grand Theatre Center for the Arts contracted graphic designer.</i>						
	Non-Profit						
	Exterior Posterbox	Per Event		\$ 51	\$ 52	\$ 1	\$ 51
	Email Promotion	Per Email		\$ 205	\$ 210	\$ 5	\$ 205
	Atrium & Pre-Show Video	Per Event		\$ 77	\$ 79	\$ 2	\$ 77
	Press Release	Per Release		\$ 77	\$ 79	\$ 2	\$ 77
	Local Postcard Distribution	Per Event		\$ 77	\$ 79	\$ 2	\$ 77
	Social Media Promotion		[4]				
	Facebook Post to Grand Page	Per Post		\$ 77	\$ 79	\$ 2	\$ 77
	Instagram Post to Grand Page	Per Post		\$ 77	\$ 79	\$ 2	\$ 77
	Static Ad Build	Per Ad		\$ 128	\$ 131	\$ 3	\$ 128
	Video Ad Build	Per Ad		\$ 257	\$ 263	\$ 6	\$ 257
	Commercial						
	Exterior Posterbox	Per Event		\$ 103	\$ 105	\$ 2	\$ 103
	Email Promotion	Per Email		\$ 410	\$ 420	\$ 10	\$ 410
	Atrium & Pre-Show Video	Per Event		\$ 154	\$ 158	\$ 4	\$ 154
	Press Release	Per Release		\$ 154	\$ 158	\$ 4	\$ 154
	Local Postcard Distribution	Per Event		\$ 154	\$ 158	\$ 4	\$ 154
	Social Media Promotion		[4]				
	Facebook Post to Grand Page	Per Post		\$ 154	\$ 158	\$ 4	\$ 154
	Instagram Post to Grand Page	Per Post		\$ 154	\$ 158	\$ 4	\$ 154
	Static Ad Build	Per Ad		\$ 257	\$ 263	\$ 6	\$ 257
	Video Ad Build	Per Ad		\$ 513	\$ 525	\$ 12	\$ 513
21	Arts Education Program Fees						
	Non-Profit/Commercial						
	Ceramics & Fused Glass	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Assembly, Firing, Glazes, Finishing - Classes, Camps, Presentations, Private Lessons, Workshops						
	Dance	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Ballroom, Classical, Cultural, Fitness, Modern, Movement, Tai Chi, Technical - Classes, Camps, Presentations, Private Lessons, Workshops						
	Drama	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Acting, Audition, Costume, Writing, Technical, Performance, Props - Classes, Camps, Presentations, Private Lessons, Workshops						
	Literary Arts	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Writing, Journaling, Letterform, Literature, Poetry, Spoken Word - Classes, Camps, Presentations, Private Lessons, Workshops						
	Music	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400



**Parks, Recreation & Community Services -
Cultural Arts (Grand Theatre) Division**

Fee No.	Fee Name	Fee Type	Notes	FY24/25 Approved Fee	FY25/26 Adjusted Fee with CPI	Difference	FY25/26 Recommended Fee w/o CPI
	- Electronic, Horns, Keyboard, Methodologies, Percussion, Strings, Woodwind, Voice - Classes, Camps, Presentations, Private Lessons, Workshops						
	Visual Arts	Per Person		\$5 - \$400	\$5 - \$400	-	\$5 - \$400
	- Art History, Design, Digital, Drawing, Fiber, Painting, Photography, Printmaking, Sculpture, Theory - Classes, Camps, Presentations, Private Lessons, Workshops						
	Senior Tuesdays	Per Person		\$6 / \$15	\$6 / \$15	-	\$6 / \$15
	- 3 Days in Designated Months - 2 Activities per Day & Hospitality						
	Program Transaction Fees (Applied to withdrawal, refund, credit, or transfer)	Per Transaction		\$ 5	\$ 5	-	\$ 5
	Program Lab Fees (Applied to applicable studio-based classes for studio furniture, tools, equipment and instrument usage)	Per Person		\$5 - \$60	\$5 - \$60	-	\$5 - \$60
22	Exhibitions Program Fees						
	Juried Exhibition Entry Fee	Per Entry		\$5 - \$25	\$5 - \$25	-	\$5 - \$25
23	Services Requested of City staff which have no Fee Listed in this Fee Schedule. Additionally, the City will Pass-through to the Applicant any Discrete Costs Incurred from the Use of External Service Providers if Required to Process the Specific Application.						
	Full-Time						
	During Business Hours	Per Hour		\$ 163	\$ 167	\$ 4	\$ 163
	After Business Hours	Per Hour		\$ 180	\$ 184	\$ 4	\$ 180
	Part-Time						
	During Business Hours	Per Hour		\$ 50	\$ 51	\$ 1	\$ 50
	After Business Hours	Per Hour		\$ 55	\$ 56	\$ 1	\$ 55
	Blended						
	During Business Hours	Per Hour		\$ 127	\$ 130	\$ 3	\$ 127
	After Business Hours	Per Hour		\$ 139	\$ 142	\$ 3	\$ 139

Notes

- [1] ETK Theatre Base Rental is 8 Hrs and includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two (2)
- [2] Studio Theatre Base Rental is 5 Hrs. and Includes: House Sound System, House Lighting System, One (1) Wired Microphone with Stand, Two
- [3] Prime time is Friday through Sunday. Percentage Payment is Based on Gross Receipts. Fee is either Minimum of 10% of Ticket sales,
- [4] Additional Costs apply for Social Media Ad Campaigns (Minimum Campaign Spend of \$250/Maximum Spend of \$1,500).
- [5] If fee is \$1 or more, non-resident fee pay an additional \$1

AGENDA ITEM 3.D

RECOMMENDATION

Staff recommends that the City Council to conduct a public hearing and adopt a Resolution (1) adopting the Short Range Transit Plan, and (2) authorizing the implementation of proposed Phase 1 transit system changes effective July 1, 2025.

EXECUTIVE SUMMARY

The City of Tracy has created a Short Range Transit Plan (SRTP) to guide the implementation of transit service within the City over the next 5+ years. The plan responds to key issues identified by Tracy TRACER customers and others to create a system that will be more attractive to new riders in the years to come. It includes an extensive analysis of the current system as well as input from public outreach efforts through workshops, surveys, and interviews with key stakeholders.

Through a phased implementation process, the TRACER system will begin to utilize the next generation of transit solutions identified in the SRTP to provide a flexible and robust system to meet the needs of the residents of Tracy.

BACKGROUND AND LEGISLATIVE HISTORY

The SRTP is a document that outlines a transit agency's transit services and operations for a set period of time, usually five years, but sometimes up to 10 years. SRTPs are based on revenue forecasts and include information such as service plans, budgets, and operational data. SRTPs are used to justify federal and state grants for transit operations and capital projects. Transit agencies within San Joaquin County are required to submit SRTPs to the San Joaquin Council of Governments (SJCOC) to comply with federal and state requirements.

This SRTP is fiscally constrained to the fiscal years 2025/2026 through fiscal years 2030/2031 and makes recommendations for capital and service planning during the subsequent five years, and beyond.

An SRTP of the City's transit routes is important to improve the efficiency of service within the City, address future land use development and transportation investments, and enhance connectivity to regional bus services. Overall, the analysis has culminated in recommendations for transit route revisions that address future population growth and transit demand, transit-dependent needs, connectivity, and anticipated financial revenue and transit investment opportunities.

Most importantly, the plan responds to key issues identified by Tracy TRACER customers and others to create a system that will be more attractive to new riders in the years to come. The study process included outreach and facilitation with the public and key regional stakeholders. The service plan reflects input received from a variety of activities including on-board and community surveys, public workshops, multiple interviews with several agencies, and input from the Transportation Advisory Commission as follows:

- A community survey was made available online and handed out at the farmer's market over the period of approximately 9 weeks to gather

general data from the community, both riders and non-riders alike. A total of 214 responses were received, including 6 in Spanish.

- A public workshop was held on a Saturday at the Tracy Transit Station for the general public to provide input and feedback on service recommendations based on the survey responses.
- Two meetings were held with the Transportation Advisory Commission to present the recommended service plan. Their feedback has been incorporated into the final draft SRTP.

The plan has numerous recommendations intended to meet the goal of providing a high quality, expanded and consistent service for the citizens and visitors of the City of Tracy. Another goal is to realize increased ridership, and a more efficient delivery system. Preserving services for those with disabilities and seniors remains a priority.

ANALYSIS

The following is a brief summary of the recommendations for the SRTP and staff's recommendations for implementation. Full details, including the system analysis and results of the public outreach, can be found in the SRTP document.

TRACER SERVICE PLAN

The preferred service plan can be summarized as follows:

- More direct fixed routes, with higher frequency.
- Retain existing commuter routes, which primarily serve the student population.
- Retain existing Paratransit service mirroring fixed route service times.
- Eliminate existing underutilized shuttle pilot programs (ACE Shuttle, South Tracy Shuttle, Arbor Shuttle) and replace the TracerPlus on-demand service.
- Streamline existing fare structure.
- Expand service area boundaries for Paratransit and TracerPlus service.

General Purpose Local Travel Within Tracy

The preferred service plan recognizes the need to maintain and enhance TRACER's role as a local mobility provider for varied trip purposes ranging from employment, school, medical, and shopping to recreation and personal business trips. Planned service improvements are described in context of three defining service design characteristics of public transportation service: coverage; frequency; and span.

The guiding principles of this plan include:

- More direct routes
- More frequent buses
- Strategic transfer points

The proposed changes include making modifications to the fixed route structure to create a series of north/south routes and east/west routes which are designed to be shorter in distance and allow for higher frequency of buses. The trade-off for these shorter routes will be that a passenger may have to transfer buses 1 to 2 times to reach

their destination. However, by creating strategic transfer points and implementing good timing of the buses, wait time to transfer will be kept to a minimum. Traditional communication and fare collection methods also will be maintained to ensure that all potential customers have access to transit service.

As there are many students who currently utilize the TRACER fixed route to get to and from school, no changes will be made to the commuter routes, which primarily serve the student population and only operate at peak periods of the day.

For those who use the Paratransit service, no changes will be implemented. The service will remain as is with service hours mirroring that of the fixed route service.

For those who need to utilize public transit in the early morning or later evening hours, the TracerPlus on-demand service will still be available to provide direct curb-to-curb service, with the ability to add more vehicles into service as demand is needed.

SERVICE PLAN IMPLEMENTATION

Staff recommend a phased approach to the implementation of the service changes, as additional buses are needed to implement these service changes. Current lead time for bus orders can be up to 18 months. A current bus order for additional fixed route buses is currently in process and it is anticipated that they will be received in time to implement the second phase of the SRTP. Additionally, with a phased approach, staff can evaluate the effects of the incremental changes and make adjustments accordingly.

Phase 1 – July 2025 – June 2026

Phase 1 would retain most of the existing fixed route network and add two new routes: 1) a north/south route along Corral Hollow extending from Tracy Hills to the West Valley Mall, and 2) a north/south route along Tracy Boulevard extending through the Edgewood subdivision to the Clover Road/In-n-Out area. Route D would be eliminated and replaced with a G Route AM loop. Phase 1 would also eliminate the underutilized pilot shuttle routes (ACE Shuttle, South Tracy Shuttle, Arbor Shuttle) and replace them with TracerPlus on-demand service. To better serve the Temporary Emergency Housing Shelter on Arbor Road, the TracerPlus service would be available all day to those travelling to or from that location. TracerPlus hours would also be increased to end at 11pm, seven days a week. The service area boundaries for the Paratransit and TracerPlus services would be expanded to cover areas just outside of the City limits using existing roadways as the boundaries.

Phase 1 would also include implementing a new streamlined fare structure which would include the following changes:

- Eliminate the 10-ride pass on the fixed route
- Create a student fare of \$3 for TracerPlus
- Create a 31-day pass for TracerPlus at the following rates:
 - Adults \$125
 - Students \$95
 - ADA/Senior \$62.50

Phase 2 – July 2026 – June 2027

Phase 2 would further restructure the fixed route by terminating the A Route at the West

Valley Mall and the B Route at Walmart. A free Mall Shuttle would be implemented to allow passengers to connect to businesses within that commercial area with connections approximately every 15-20 minutes initially. This will increase the frequency of the A and B Routes by eliminating dual coverage areas. Additional buses would be added to the new routes established on Corral Hollow and Tracy Boulevard, increasing the frequency of service along those corridors. A new transfer location would be established in the 11th Street/Corral Hollow areas. The C Route would be restructured to connect between this new transfer location and the Hidden Lake subdivision. A new route would be established to connect this transfer location to the downtown/Civic Center area, traveling along 10th and 11th Street. An additional connector route would be established to connect the Tracy Transit Station to the Valpico/Raley's shopping area. A potential to expand hours of service for TracerPlus would also be examined and implemented if warranted.

Phase 3 – July 2027 – June 2028

Phase 3 would see the increase of frequency to the existing routes by adding additional buses, allowing for more frequent travel opportunities.

The years beyond Phase 3 would see minor modifications to the routes as necessary to provide continual improvements to the overall system and take into account other development activities within the City.

CAPITAL IMPROVEMENT

For the duration of the plan, capital improvements to the TRACER system would consist of investment in the following:

Revenue Vehicles

The plan assumes that the City will own and maintain all revenue vehicles required to operate the various transit services. The purchase of additional vehicles to implement the services will take place during the first few years as there is a long lead time currently to receive buses.

Facilities, Equipment and Technologies

The five-year capital plan contains funding for implementation activities; including bus stop improvements, various Transit Station improvements, and planning and construction of a Maintenance and Storage Facility.

Maintenance and Storage Facility

Currently all TRACER vehicles are stored at the Boyd Service Center which is currently out of space for additional development. Development of a new facility for transit would provide space for vehicle storage, fueling, maintenance, and administrative functions associated with public transportation service delivery. This facility would be designed with support infrastructure to allow for the required transition to zero-emission buses as the current vehicles are replaced.

FUNDING AND REVENUE PLAN

Funding for the TRACER system primarily comes from four main sources including:

- Federal Transit Administration (FTA) Section 5307 Urbanized Area Funds

- Transportation Development Act (TDA) Funds
- Farebox Revenues
- Transit Station Rental Revenue

These sources will continue to be the primary funding sources utilized to fund the ongoing operations and improvements for the transit system. Additional funding sources can also be used to help offset costs of running the system including:

- Measure K
- Transportation Development Credits (Toll Credits)
- State Transit Assistance Program (STA)
- State of Good Repair Program (SGR)
- Low Carbon Transit Operation Program (LCTOP)
- Congestion Management and Air Quality Improvement Program (CMAQ)
- FTA Section 5339 Bus and Bus Facilities Program
- Transit and Intercity Rail Capital Program (TIRCP)
- Zero Emission Transit Capital Program (ZETCP)

Funding varies with these sources and is not always guaranteed, however, when available, they will be pursued to help extend the use of available funding for the transit system.

FISCAL IMPACT

Funding to operate the Tracer Bus System comes out of the Transit Fund and is paid through a combination of Federal and State grants, which are incorporated into the annual budget adopted by City Council. As the SRTTP is implemented, costs will be incorporated into the operational budget for that fiscal year, and capital purchases will be brought forward to Council for approval as each case arises.

STRATEGIC PLAN

This agenda item supports the Council's Economic Development Strategic Priority 2.C. – Promote TRACER Bus Services to increase awareness and ridership.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project." (CEQA Guidelines §§15378(b)(5)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) adopting the Short Range Transit Plan, and (2) authorizing the implementation of proposed Phase 1 transit system changes effective July 1, 2025.

Agenda Item 3.C
May 6, 2025
Page 6

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations
Gordon MacKay, Interim Public Works Director
Sara Castro, Finance Director
Matthew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Short Range Transit Plan



City of Tracy Short Range Transit Plan FY25/26-FY30/31

April 2025



Prepared for:
City of Tracy

Prepared by:
CHS Consulting Group
1617 Clay Street, Oakland, CA 94612
(510) 272-9597
chsconsulting.net



TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	6
1.1 Federal Requirement.....	6
1.2 California State Requirement.....	7
1.3 Measure K Requirement.....	7
1.4 Overview of SRTP Recommendations.....	7
1.5 Organization of this document.....	9
1.0 OVERVIEW OF TRACER.....	11
1.1 City of Tracy Overview.....	11
2.0 TRANSIT SYSTEM OVERVIEW.....	20
2.1 Transit Agency History.....	20
2.2 Governance.....	23
2.3 Transit Services Provided and Areas Served.....	24
2.4 Current Fares and Revenues.....	30
2.5 Revenue Fleet.....	31
2.6 Existing Facilities.....	31
2.7 Right-of-Way & Fixed Track & Guideways.....	33
2.8 Bicycle Facilities.....	33
3.0 GOALS, OBJECTIVES, AND STANDARDS.....	35
3.1 City of Tracy General Plan (2011) – A Vision, Goals, and Objectives.....	35
3.2 Transit Performance Metrics.....	36
3.3 TRACER Performance Metrics.....	38
3.4 TRACER Paratransit Performance Metrics.....	40
3.5 Short Range Transit Plan Goals.....	41
3.6 Federal Guidelines for Performance Management.....	42
4.0 SERVICE AND SYSTEM EVALUATION.....	43
4.1 Service Area.....	43
4.2 TRACER System Analysis.....	48
4.3 TRACER Fixed Route System Analysis.....	54
4.4 TRACER Demand Response Services.....	81
5.0 OPERATIONS PLAN AND BUDGET.....	93
5.1 Operations Plan.....	93
5.2 Operations Budget.....	119
6.0 CAPITAL IMPROVEMENT PROGRAM (PROJECT LIST).....	129

TABLES AND FIGURES

Tables	Page
Table 1. Recommended Fixed-Route Service.....	8
Table 2. Operations Plan Implementation by Fiscal Year.....	9
Table 3. Fixed-Route Service Schedule (FY23/24).....	27
Table 4. Availability of service during weekdays for fixed-route services (November 2023)	29
Table 5. Availability of shuttle services (November 2023).....	30
Table 6. Style and length of Tracer fleet.....	31
Table 7. Distribution of amenities at stops per route	32
Table 8: TRACER Performance Targets.....	38
Table 9: TRACER Fixed Route Key Performance Indicators.....	38
Table 10: TRACER Fixed Route Preferred Outcomes	39
Table 11: TRACER Paratransit Key Performance indicators.....	40
Table 12: TRACER Paratransit Service Design Guidelines	40
Table 13: TRACER Paratransit Service Design Guidelines	41
Table 14: TRACER Fixed-Route Bus Service Characteristics, FY2024	47
Table 15: TRACER Level of Service Characteristics, FY2023-24.....	53
Table 16: Route A – Monthly Ridership by Passenger Type (FY2023-24).....	56
Table 17: Route B – Monthly Ridership by Passenger Type (FY2023-24).....	59
Table 18: Route C – Monthly Ridership by Passenger Type (FY 2023-24)	61
Table 19: Route D – Monthly Ridership by Passenger Type (FY 2023-24)	64
Table 20: Route E – Monthly Ridership by Passenger Type (FY 2023-24)	66
Table 21: Route F – Monthly Ridership by Passenger Type (FY 2023-24)	69
Table 22: Route G – Monthly Ridership by Passenger Type (FY 2023-24)	71
Table 23: Route H – Monthly Ridership by Passenger Type (FY 2023-24)	73
Table 24: ACE Shuttle – Monthly Ridership by Passenger Type (FY 2023-24).....	76
Table 25: South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	77
Table 26: Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	78
Table 27: Fixed-Route System – Annual Operating Statistics	79
Table 28: Fixed-Route System – Key Performance Indicators.....	80
Table 29: Demand Response Services – Annual Operating Statistics.....	91
Table 30: Demand Response Services – Key Performance Indicators.....	91
Table 31. Proposed Transit Routes	93
Table 32. Tracy Hills - Mall Proposed Service.	98
Table 33. Tracy Blvd Proposed Service.....	99
Table 34. Grant Line - West Valley Mall Proposed Service.....	100
Table 35. Transit Station - Walmart Proposed Service.	101
Table 36. Transit Station/11th/Safeway Area Proposed Service.	102
Table 37. Hidden Lake - Safeway Route Proposed Service.....	103
Table 38. Transit Station - Raley's Area Shuttle Proposed Service.....	104
Table 39. Mall Shuttle Route Proposed Service.....	105
Table 40. Proposed Operations for Commuter Routes	106
Table 41. Existing TRACER Plus Service Hours.....	108

Table 42. Proposed TRACER Plus Service Hours.....	108
Table 43. Proposed Service Hours by Fiscal Year.....	109
Table 44. Proposed Service Miles by Fiscal Year.....	109
Table 44. Operations Plan Implementation by Fiscal Year.....	111
Table 45. Proposed Route Phasing.....	112
Table 46. Proposed bus needs and frequency by route.....	113
Table 47. Commuter Route bus needs and frequency by route.....	114
Table 48. Peak Service Vehicle Requirements by Fiscal Year.....	114
Table 48. Forecasted Revenue Hours by Mode.....	119
Table 49. Forecasted Annual Expenditures.....	120
Table 50. Forecasted Revenue by FY and Source.....	124
Table 53. Forecasted Expenditures by Fiscal Year.....	126
Table 51. Existing Fares.....	128
Table 52. Proposed Fare Structure.....	128
Table 53. Overview of Capital Program.....	129
Table 57. Vehicle Procurement Needs.....	131
Table 58. Capital Improvement Project List.....	133
Table 59. Demand Response & Fixed Route Fleet Management Plan Expenditures.....	135
Table 60. Capital Revenue Sources Demand Response & Fixed Route Fleet Management Plan.....	135
Table 61. Fixed Route & Demand Response Operating Plan Expenditures.....	136
Table 62. Fixed Route & Demand Response Operating Plan Revenue Sources.....	136
Table 63. Other Capital Projects.....	136
Table 64. Summary.....	137

Figures	Page
Figure 1. Recommended Fixed-Route Service.....	8
Figure 2. Population, households, employment growth 2015-2042.....	12
Figure 3. Population Group Growth 2015-2042.....	12
Figure 5. Population Distribution & Existing Transit Routes within the City of Tracy.....	14
Figure 6. Housing Unit Distribution & Transit Routes within the City of Tracy.....	15
Figure 7. Schools in Tracy & Transit Routes.....	16
Figure 9. Points of Interest & Transit Routes within the City of Tracy (Group 2).....	17
Figure 10. Job Generating General Plan Land Uses & Transit Routes within the City of Tracy.....	18
Figure 11. General Plan Land Use for the City of Tracy, Adopted 2011.....	19
Figure 12. Mode choice distribution within San Joaquin Council of Government region.....	20
Figure 13. Fixed route and shuttle services within the City of Tracy.....	22
Figure 14. City of Tracy's Organizational Chart.....	24
Figure 15. Historical Annual Ridership of Paratransit, Fixed Route, and Tracer Plus Services.....	26
Figure 16. Annual boardings and alightings by fixed-route service line.....	27
Figure 17. Total Boardings per Fixed-Route service line.....	29
Figure 18. Tracer Fares as of July 2023.....	30
Figure 19. Bike routes and transit service in City of Tracy.....	34
Figure 20. TRACER Fixed Route Network Map, FY2024.....	46
Figure 21. TRACER Fixed Route Annual Ridership FY2017-18 to FY2023-24.....	49
Figure 22. TRACER Paratransit and Tracer Plus Annual Ridership FY2017-18 to FY2023-24.....	50

Figure 23. TRACER Fixed Route Annual Riders per Capita 2017-23	51
Figure 24. TRACER Paratransit Annual Riders per Capita 2017-24	52
Figure 25. TRACER Plus Annual Riders per Capita 2017-23	53
Figure 26. Route A Map	55
Figure 27. Route A – Monthly Ridership by Passenger Type (FY 2023-24)	56
Figure 28. Route B Map	58
Figure 29. Route B – Monthly Ridership by Passenger Type (FY 2023-24)	58
Figure 30. TRACER Route C Map	60
Figure 31. Route C – Monthly Ridership by Passenger Type (FY 2023-24)	61
Figure 32. TRACER Route D Map	63
Figure 33. Route D – Monthly Ridership by Passenger Type (FY 2023-24)	64
Figure 34. Route E Map	65
Figure 35. Route E – Monthly Ridership by Passenger Type (FY 2023-24)	66
Figure 36. TRACER Route F Map	67
Figure 37. Route F – Monthly Ridership by Passenger Type (FY 2023-24)	68
Figure 38. TRACER Route G Map	70
Figure 39. Route G – Monthly Ridership by Passenger Type (FY 2023-24)	71
Figure 40. TRACER Route H Map	72
Figure 41. Route H – Monthly Ridership by Passenger Type (FY 2023-24)	73
Figure 42. TRACER ACE and South Tracy Shuttle Routes Map	75
Figure 43. Ace Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	76
Figure 44. South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	77
Figure 45. Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	78
Figure 46. TRACER Plus Service Area Map	83
Figure 47. TRACER Plus Annual Riders	84
Figure 48. TRACER Plus Riders per Revenue Hour	85
Figure 49. TRACER Plus Boarding and Alighting Hot Spots	85
Figure 50. TRACER Plus Riders Per Day FY23/24	86
Figure 51. TRACER Plus Source of Bookings	86
Figure 52. TRACER Plus Riders by Service Time	87
Figure 53. TRACER Plus Rides by Time Period	87
Figure 54. TRACER Paratransit Route Map	89
Figure 55: TRACER Paratransit Total Annual Ridership 2017-23	90
Figure 56: TRACER Paratransit Riders per Revenue Hour 2017-23	90
Figure 57. Existing Fixed Routes	94
Figure 58. Proposed Fixed Routes	95
Figure 59. Proposed East-West Fixed Routes - North Tracy	95
Figure 60. Proposed East-West Fixed Routes - South Tracy	96
Figure 61. Proposed North-South Fixed Routes	96
Figure 62. Proposed Tracy Hills - Mall Route	98
Figure 63. Proposed Tracy Blvd Route	99
Figure 64. Proposed Grant Line - West Valley Mall Route	100
Figure 65. Proposed Transit Station – Walmart	101
Figure 66. Transit Station/11th/Safeway Area Route	102
Figure 67. Hidden Lake - Safeway Route	103

Figure 68. Proposed Transit Center - Raley's Shuttle Route.....	104
Figure 69. Proposed Mall Shuttle Route.....	105
Figure 70. Commuter Route E.	106
Figure 71. Commuter Route F.	107
Figure 72. Commuter Route G.	107
Figure 73. Commuter Route H.	108
Figure 74. Proposed Service Area.	110
Figure 75. FY24/25 Existing Fixed Route & Shuttles.....	115
Figure 76. July 1, 2025, Implementation.....	115
Figure 77. July 1, 2026, Implementation.....	116
Figure 78. Proposed Downtown Tracy Valley Link Station.....	118
Figure 79. Proposed Valley Link Tracy OMF Site Plan.....	119
Figure 80. Revenue by Fiscal Year.....	125
Figure 81. Forecasted Expenses.....	127
Figure 82. Vehicle Needs by Fiscal Year	131

APPENDICES

Appendix A	Operations & Capital Budget Sheets
Appendix B	Stakeholder Engagement
Appendix C	Survey Questions
Appendix D	Survey Answers
Appendix E	Workshop Results

EXECUTIVE SUMMARY

The Short-Range Transit Plan (SRTP) is a document that outlines a transit agency's transit services and operations for a set period of time, usually five years, but sometimes up to 10 years. SRTPs are based on revenue forecasts and include information such as service plans, budgets, and operational data. SRTPs are used to justify federal and state grants for transit operations and capital projects. Transit agencies within San Joaquin County are required to submit SRTPs to the San Joaquin Council of Governments (SJCOG) to comply with federal and state requirements.

At the local level, the SRTP update provides an opportunity to explore key issues for transit usage. For example, a jurisdiction may be experiencing tremendous housing growth or are developing a large development, logistics hub, or multi-modal station which would increase travel in specific areas. The SRTP includes forecasting for anticipated ridership and service increases associated with projected growth in a service area, as well as operating and capital expenditures and revenues needed to support those service expansions.

This SRTP is fiscally constrained to the fiscal years 2025/2026 through fiscal years 2030/2031 and makes recommendations for capital and service planning during the subsequent five years, and beyond. The following paragraphs illustrate the importance of the SRTP, and reading the projects outlined within this document for regional, state, and federal funding.

1.1 Federal Requirement

Federal statutes (MAP-21¹) and the U.S. Code Title 49, Chapter 53, Section 5303, (c) General Requirements² requires that SJCOG, in partnership with the state and with local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP.

To effectively execute these planning and fund programming responsibilities, SJCOG, in cooperation with Region IX of the Federal Transit Administration (FTA), requires public transit operators to work cooperatively with SJCOG through a board-approved resolution and memoranda of understandings (MOU) with the transit operators within San Joaquin County. The MOU stipulates that transit operators draft short range transit plans that will feed into the development of the Federal Transportation Improvement Program (FTIP); and in compliance with 49 U.S.C. 5303³ and in 23 CFR part 450⁴, as

¹ <https://www.fhwa.dot.gov/map21/>

² <https://uscode.house.gov/view.xhtml?path=/prelim@title49/subtitle3/chapter53&edition=prelim>

³ <https://uscode.house.gov/view.xhtml?req=granuleid:USC-1994-title49-section5303&num=0&edition=1994>

⁴ <https://www.govinfo.gov/app/details/CFR-2024-title23-vol1/CFR-2024-title23-vol1-part450>

incorporated by reference in 49 CFR part 613⁵, Metropolitan and Statewide and non-metropolitan planning.

1.2 California State Requirement

The information found in each transit operator's short-range transit plan feeds into the SJCOG RTP and TIP. Transit systems performance objectives (TSPOs) are set within the SRTP and are used annually and triennially for Transportation Development Act (TDA) audits, in addition to determining funding eligibility for TDA funds. Each recipient agency must also report to the California Department of Transportation (Caltrans) the State of Good Repair revenues and expenditures in their annual TDA Audit or Annual Comprehensive Financial Report (ACFR). The TSPOs are also referenced during the annual unmet transit needs assessment and help to determine whether an unmet transit need is reasonable to meet. Additionally, the information found in the SRTP is used to update SJCOG's Regional Transit Systems Plan (RTSP).

1.3 Measure K Requirement

The Measure K Renewal fund allocation for bus transit capital projects and services are to be consistent with adopted short range transit plans and the SJCOG RTSP.

Measure K funds are allocated for programs that promote regional initiatives, consistent with SJCOG's adopted RTSP. Regional initiatives could include, for example, development of a San Joaquin County regional transit services map, a universal fare card system, activities in support of implementing intelligent transportation system (ITS) technology that encourages transit use, implementation of innovative forms of transit to serve rural areas, and implementation of transit security awareness programs and measures.

1.4 Overview of SRTP Recommendations

The main goal of the recommendations in this SRTP is to have more direct routes, increased frequency, and to get riders to where they want to go faster. The key issues that were identified with the current system are:

- *I have to wait to long for the bus to arrive.*
- *TRACER doesn't go where I need it to go.*
- *TRACER doesn't run late enough.*

1.4.1 Fixed Routes

This SRTP outlines the plan to expand service to six (6) fixed routes from four (4) services, plus two (2) shuttles that will operate continually during the span of fixed route service, generally 7AM to 7PM.

⁵ <https://www.ecfr.gov/current/title-49/subtitle-B/chapter-VI/part-613>

These routes will operate either East to West or North to South across the City. See the table below for an overview of the proposed routes.

Table 1. Recommended Fixed-Route Service

More Direct Routes	
East-West Routes	<ol style="list-style-type: none"> 1. Tracy Transit Station (TTS) to Mall via Grant Line 2. TTS to Walmart via Eaton/Lowell 3. TTS to Corral Hollow (Safeway area) via 10th/11th. 4. Corral Hollow (Safeway area) to Hidden Lake (Valpico & MacArthur)
North-South Routes	<ol style="list-style-type: none"> 5. Tracy Hills to Mall 6. Tracy Blvd - From New Indian Supermarket/In-n-Out/La Plaza Supermarket to Edgewood
Connecting Shuttles	<ol style="list-style-type: none"> 7. Mall Shuttle – between Mall and Costco/Walmart 8. TTS to Valpico Rd (Raley’s area)

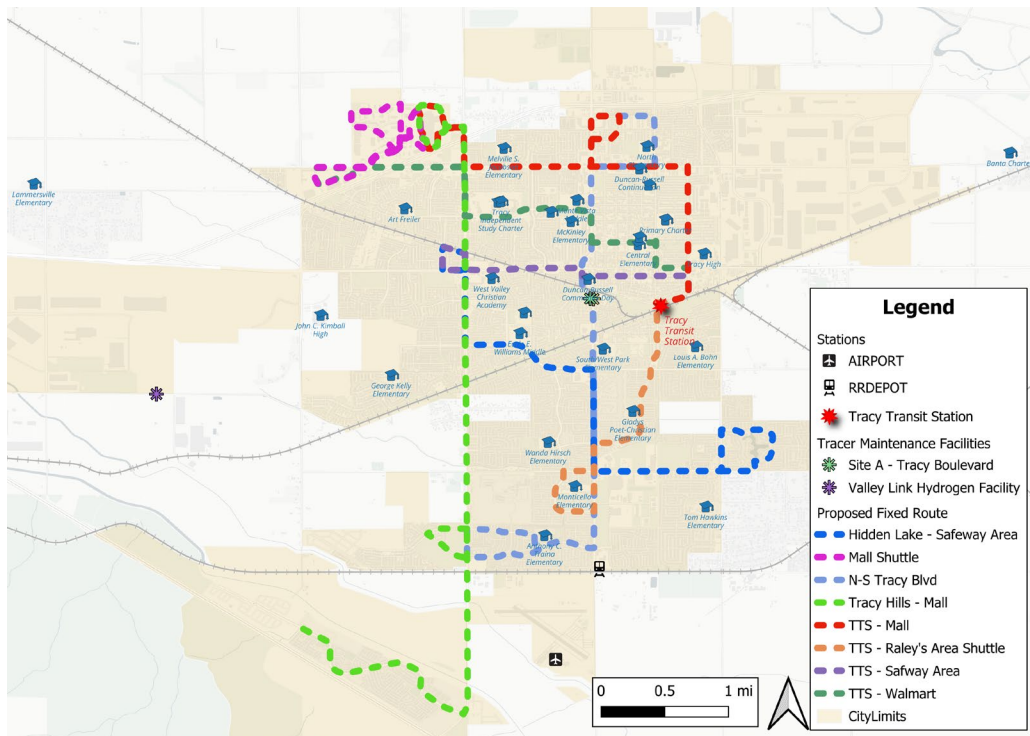


Figure 1. Recommended Fixed-Route Service.

1.4.2 Commuter Routes

Commuter Routes E, F, G and H will remain at their service levels, if they continue to hit the goals, standards and objectives outlined in section 2.0. The one change will be to add 2 trips in the AM to Route G – currently it only has two trips in the PM.

1.4.3 TRACER Plus (On-Demand)

The plan proposes to expand the hours of TRACER Plus reservation times from Monday to Friday so that there is a consistent end time every evening (11pm).

1.4.4 Paratransit

The paratransit service will remain the same as it is today.

1.4.5 Phasing

See the table below for an overview of activities proposed by fiscal year. See more information in Chapter 4: Operations Plan and Budget.

Table 2. Operations Plan Implementation by Fiscal Year.

Year	Fiscal Year	Operations Plan Activities
Year 1	FY25/26	Route implementation; Service frequency increases; capital project planning
Year 2	FY26/27	Route implementation; Service frequency increases; capital project planning
Year 3	FY27/28	Service frequency increases, capital project planning
Year 4	FY28/29	Service frequency increases, capital project planning
Year 5	FY29/30	Service frequency increases, capital project planning
Years 6-10	FY30/31— FY34/35	Capital project implementation

1.5 Organization of this document

This document is organized into the following chapters:

Chapter 1: Overview of TRACER. Description of recent trends in the City of Tracy, the history and governance of the transit agency, the current fares, fleet, and facilities.

Chapter 2: Goals, objectives, and standards. Description of the City's vision, goals and objectives related to transit, as well as performance metrics.

Chapter 3: Service & System Evaluation. An evaluation of the existing TRACER System.

Chapter 4: Operations Plan & Budget. Description of proposed recommendations for service improvements and their associated budget.

Chapter 5: Capital Improvement Program (Project List). An overview of the capital improvements needed to implement the proposed operations plan.

1.0 OVERVIEW OF TRACER

This section presents the existing conditions of transit services within the City of Tracy. It includes an analysis of data provided by the City of Tracy and San Joaquin Council of Governments (SJCOG), as well as a compilation of information relevant as of January 2024. The following memo outlines a comprehensive assessment of the existing conditions of the City of Tracy's transit system. Topics in this assessment include the history of the transit agency, governance, transit services, revenue fleet, and existing facilities. This information and analysis of the existing conditions of the City of Tracy's transit system will provide a solid foundation for future planning and development efforts, enabling the agency to make informed decisions and improvements to better serve the community's transportation needs.

1.1 City of Tracy Overview

As of July 2023, the City of Tracy with a population of 98,091 is the second largest City in San Joaquin County. The population distribution (2020 census block level data) and existing transit routes within the City are shown in **Figure 3**. During the 2020 COVID-19 pandemic the City saw an influx of residents. The population growth rate for the City has passed 5% since 2020, when the City's population was about 93,000. Both national and the San Francisco Bay Area population growth rates fall under one percent for the same period. The comparison of the City of Tracy's population growth with national and the San Francisco Bay Area rates shows that the City has had a significant population growth since 2020. The population growth exceeded the anticipation made in the travel demand model (TDM 2022) of SJCOG since in the model the estimated population for the City for year 2030 was about 97,000 people, which the City exceeded in the year of 2023. This implies that estimated growth rates for 2030 and 2042 will be even higher. **Figure 2** shows the estimated total population, households, and employment for the City of Tracy according to SJCOG TDM estimation. According to SJCOG TDM, the employment rate will have a steady growth rate by 2042, reaching more than 30,000 employed people within the City.

As of 2020, the City houses more than 27,700 residential units, 81 percent of which are detached single-family units. **Figure 4** shows the distribution of housing units and transit service within the City of Tracy. Additionally, it is important to note that the City of Tracy is working towards meeting its Regional Housing Needs Allocation (RHNA) for the 2023-2031 housing element cycle. The RHNA has set a target for the City to develop 8,830 new housing units, which are categorized into four income categories: very low, low, moderate, and above moderate-income levels. The allocation of these housing units across different income categories is part of the City's broader strategy to address various housing needs⁶. The above population and housing information are typically where trips within the City of Tracy will start.

⁶ Draft of Tracy Housing Element, November 2023.

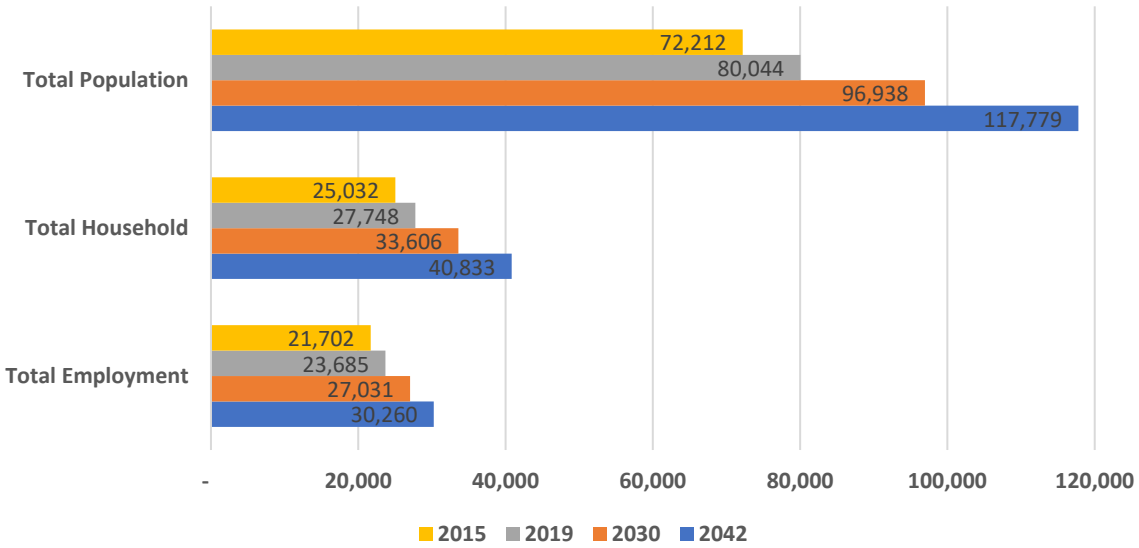


Figure 2. Population, households, employment growth 2015-2042 (Source: SJCOG Travel Demand Model 2022).

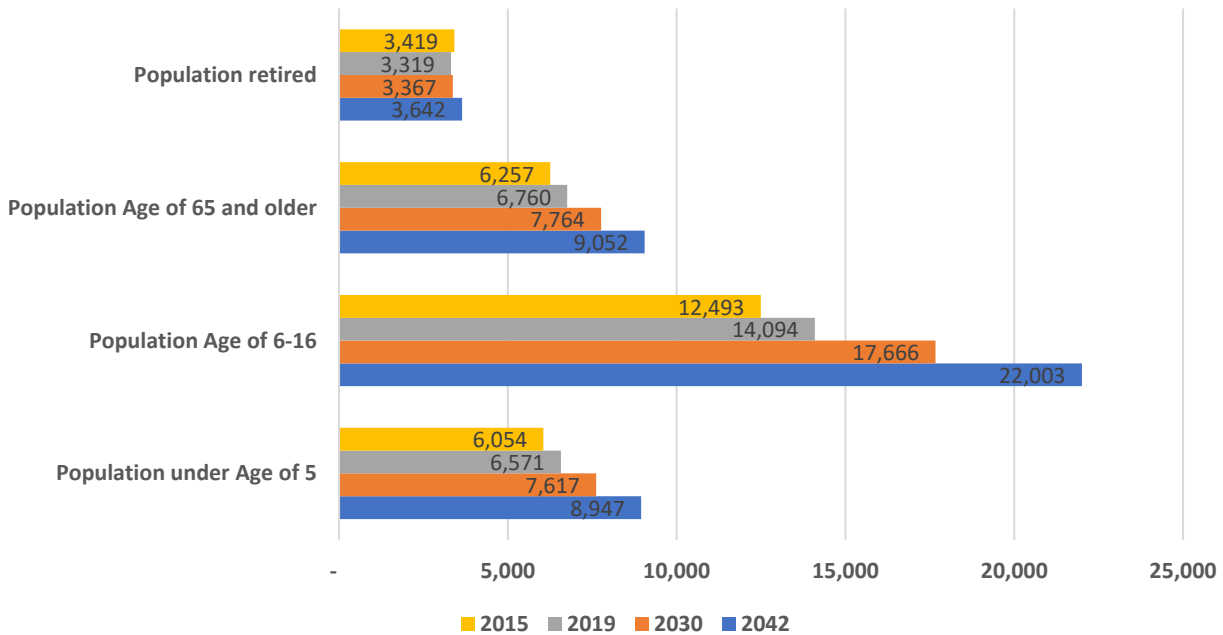


Figure 3. Population Group Growth 2015-2042 (Source: SJCOG Travel Demand Model 2022).

Figure 3 shows the estimated changes and growth of the City's population groups that are used in SJCOG's current travel demand model. Population groups under 16, and over 65 and retired are

correlated with high rates of transit dependency as they lack drivers' licenses, especially the age group of 6-16, which is predicted to have the highest growth rate among other groups by 2042. As shown in Figure 5, the TRACER serves all schools within the limit. The population growth rate of school-aged individuals provides an opportunity for the transit system to increase ridership by continuing and improving services to the school districts. Tracy's TRACER provides services primarily within two school districts: Tracy Unified School District and Jefferson School District.

Other points of interest include libraries and community centers, service centers, and wineries, based on the information provided by the County, as shown in Figure 7. The existing transit service covers most of the mentioned trip attraction points. Other potential trip attraction destinations are shown in Figure 8. These include the planned development areas included in the City's 2011 adopted General Plan. There are seven pairs of stops within the designated downtown revitalization area, which incorporates the central business district and downtown area. Figure 10 shows the General Plan land use designations. The planned development areas, including commercial zones, could be targeted for transit coverage expansion projects and investments since jobs, schools, central business district and shopping centers are typically where trips will end within the City of Tracy. These production and attraction data are important to understand during the analysis of the transit system, as these are the origins and destinations of potential TRACER riders.

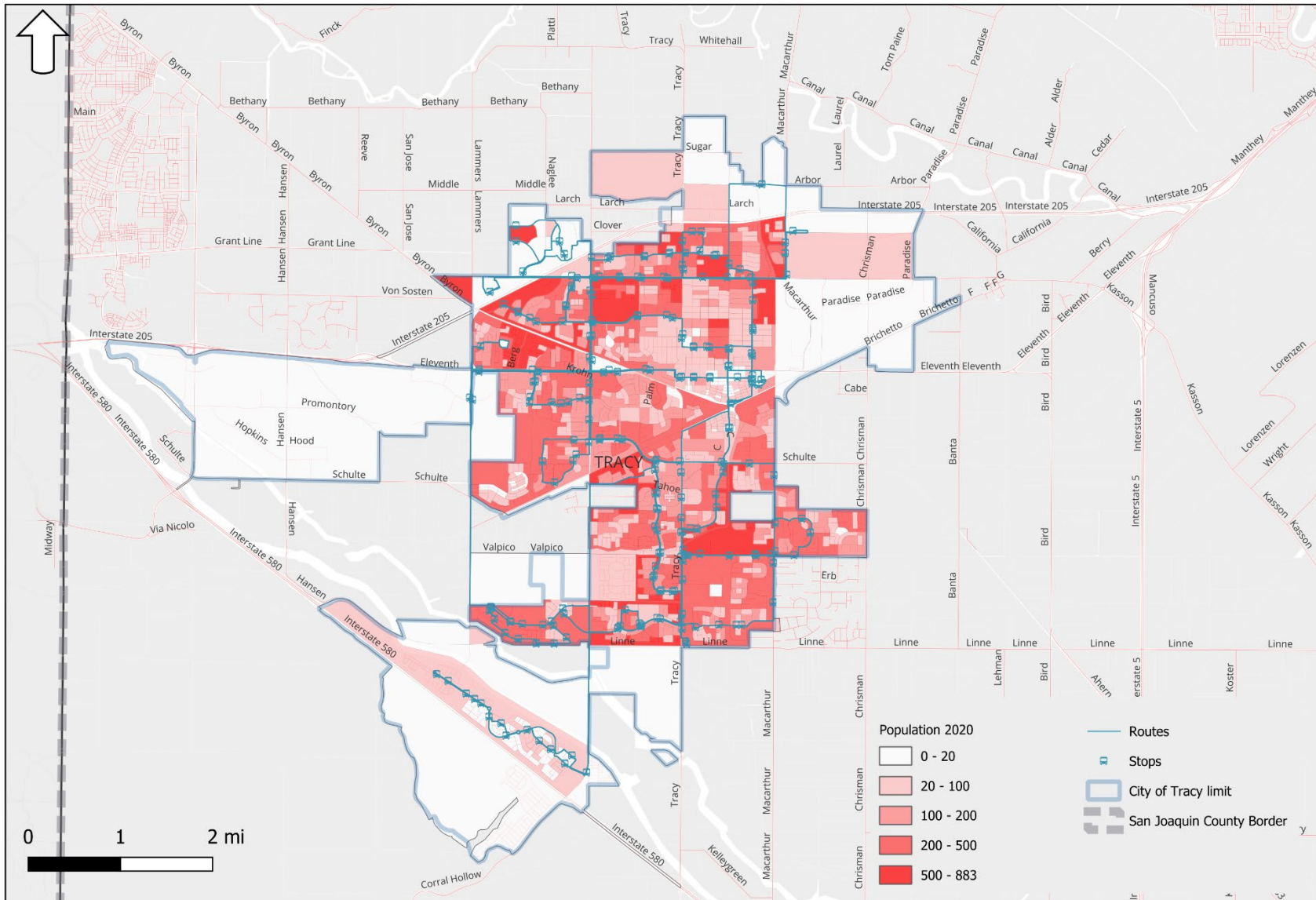


Figure 4. Population Distribution & Existing Transit Routes within the City of Tracy (Source: Census 2020).

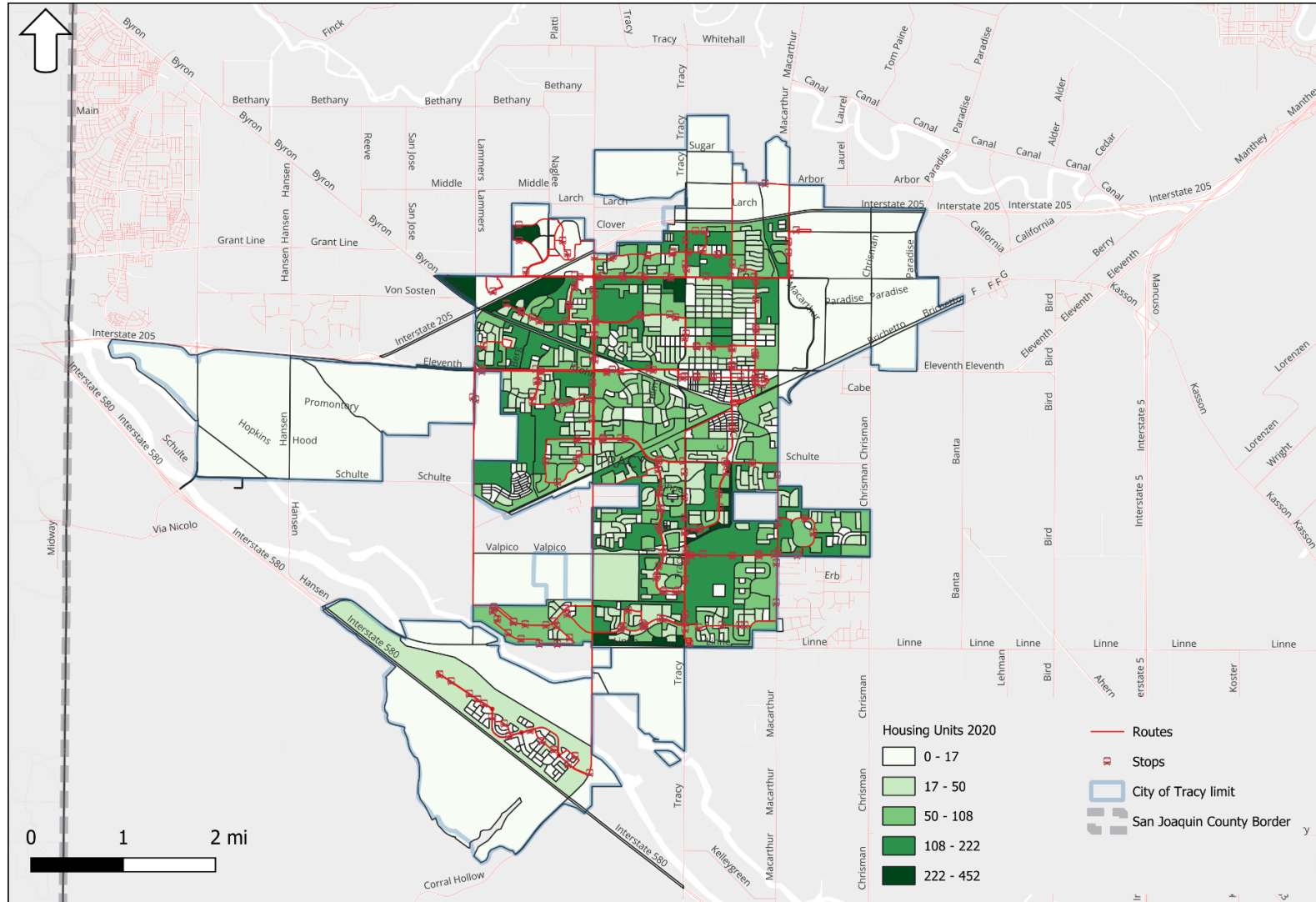


Figure 5. Housing Unit Distribution & Transit Routes within the City of Tracy (Source: Census 2020)

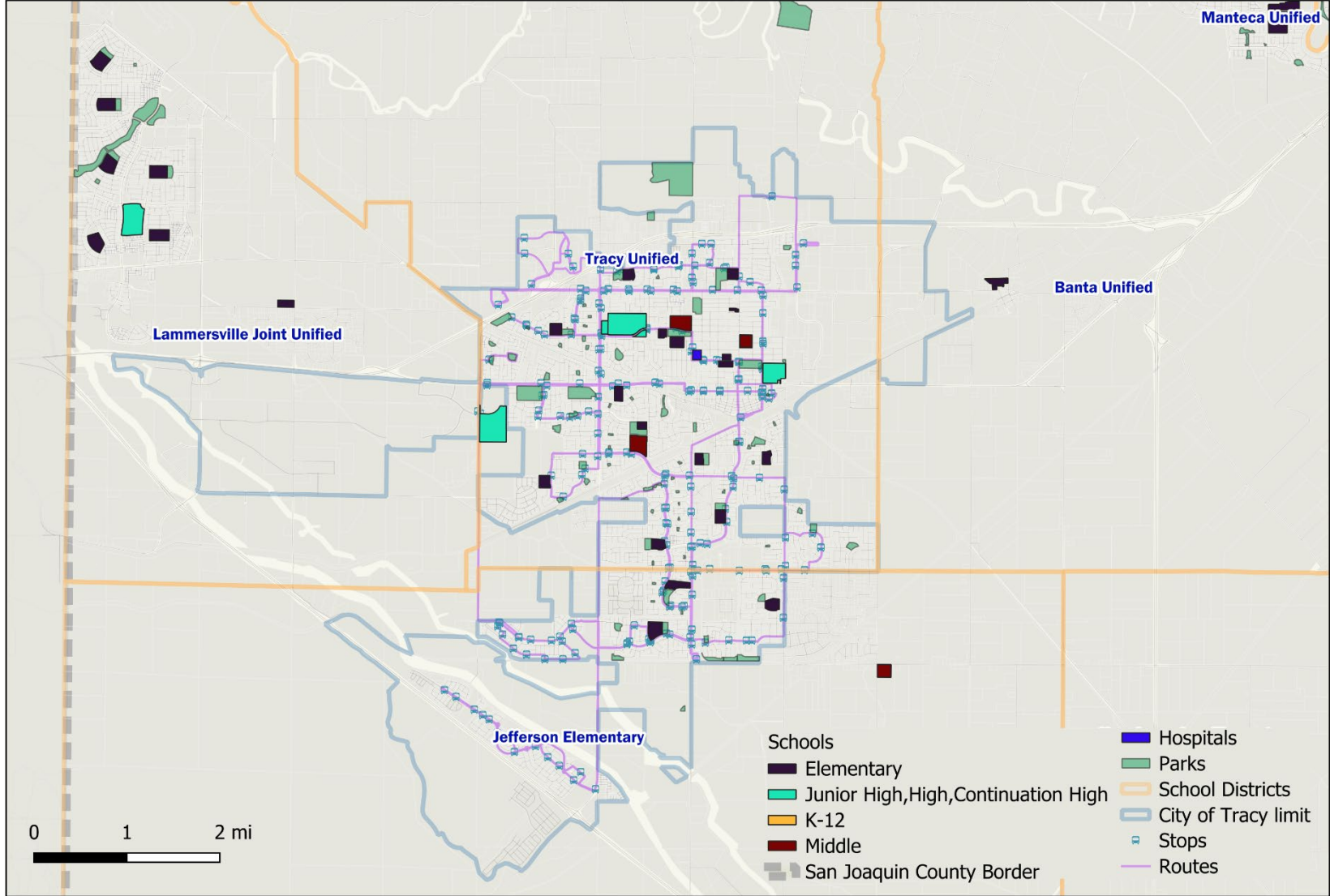


Figure 6. Schools in Tracy & Transit Routes.

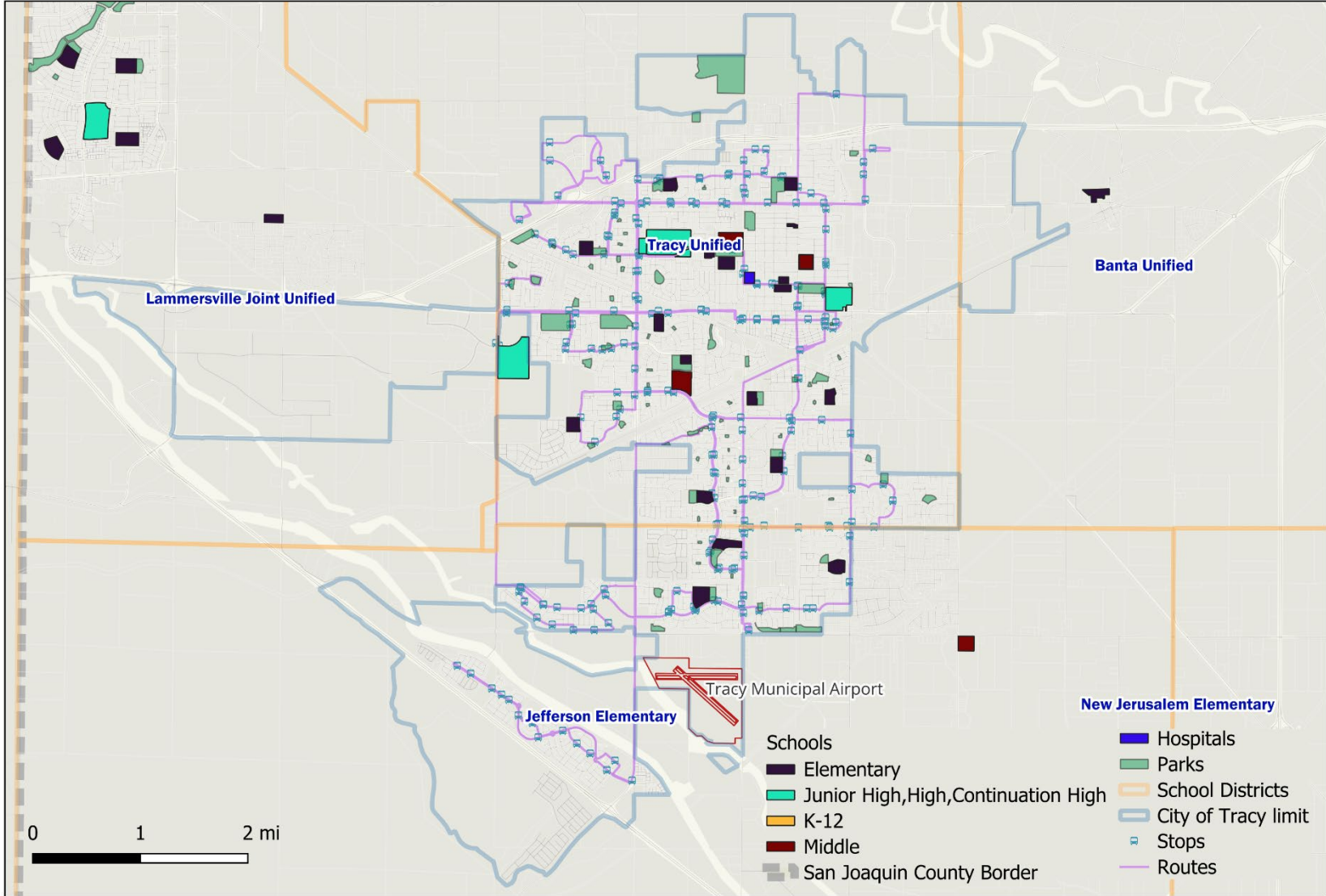


Figure 7. Points of Interest & Transit Routes within the City of Tracy (Group 2) (Source: San Joaquin County).

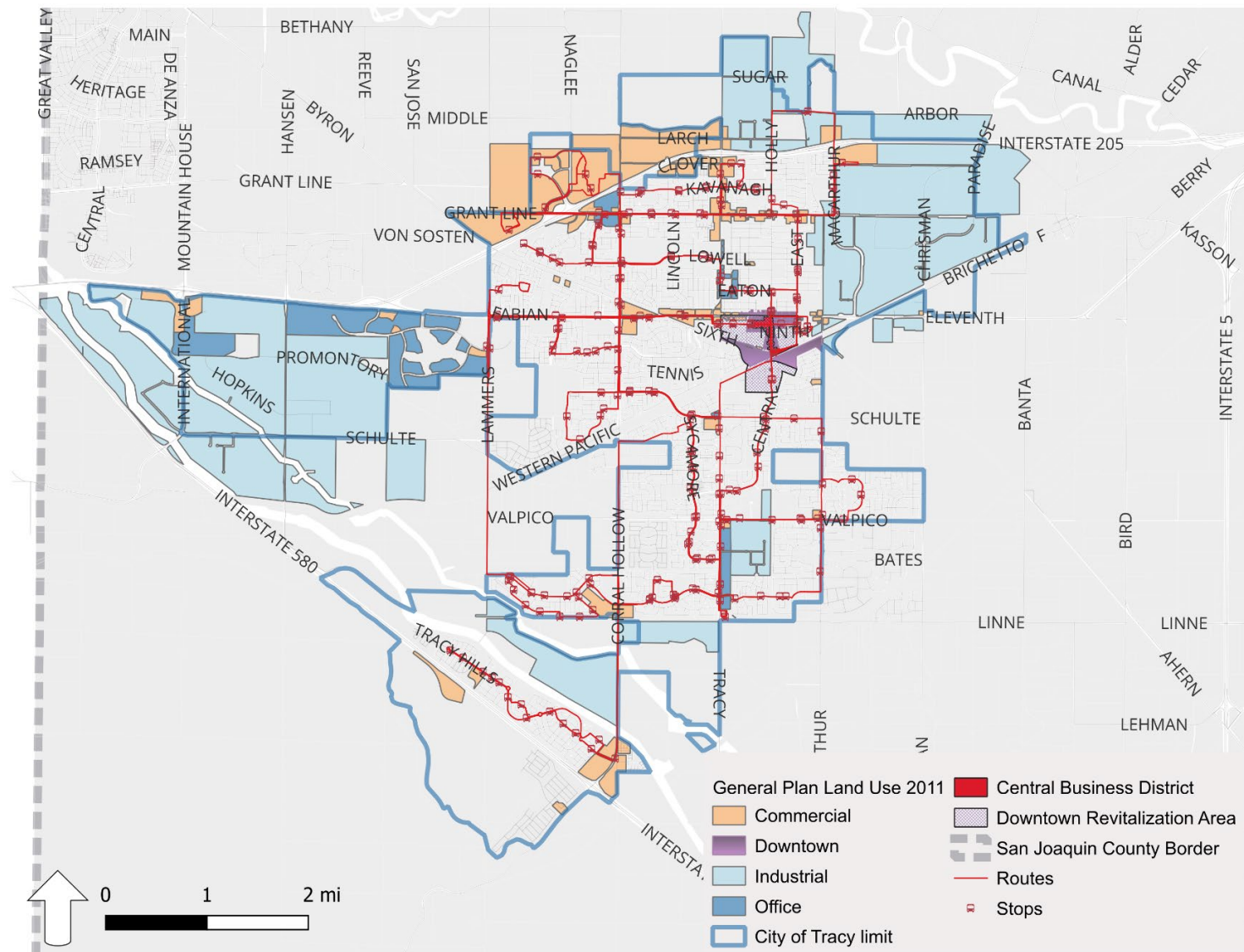


Figure 8. Job Generating General Plan Land Uses & Transit Routes within the City of Tracy (Source: City of Tracy).

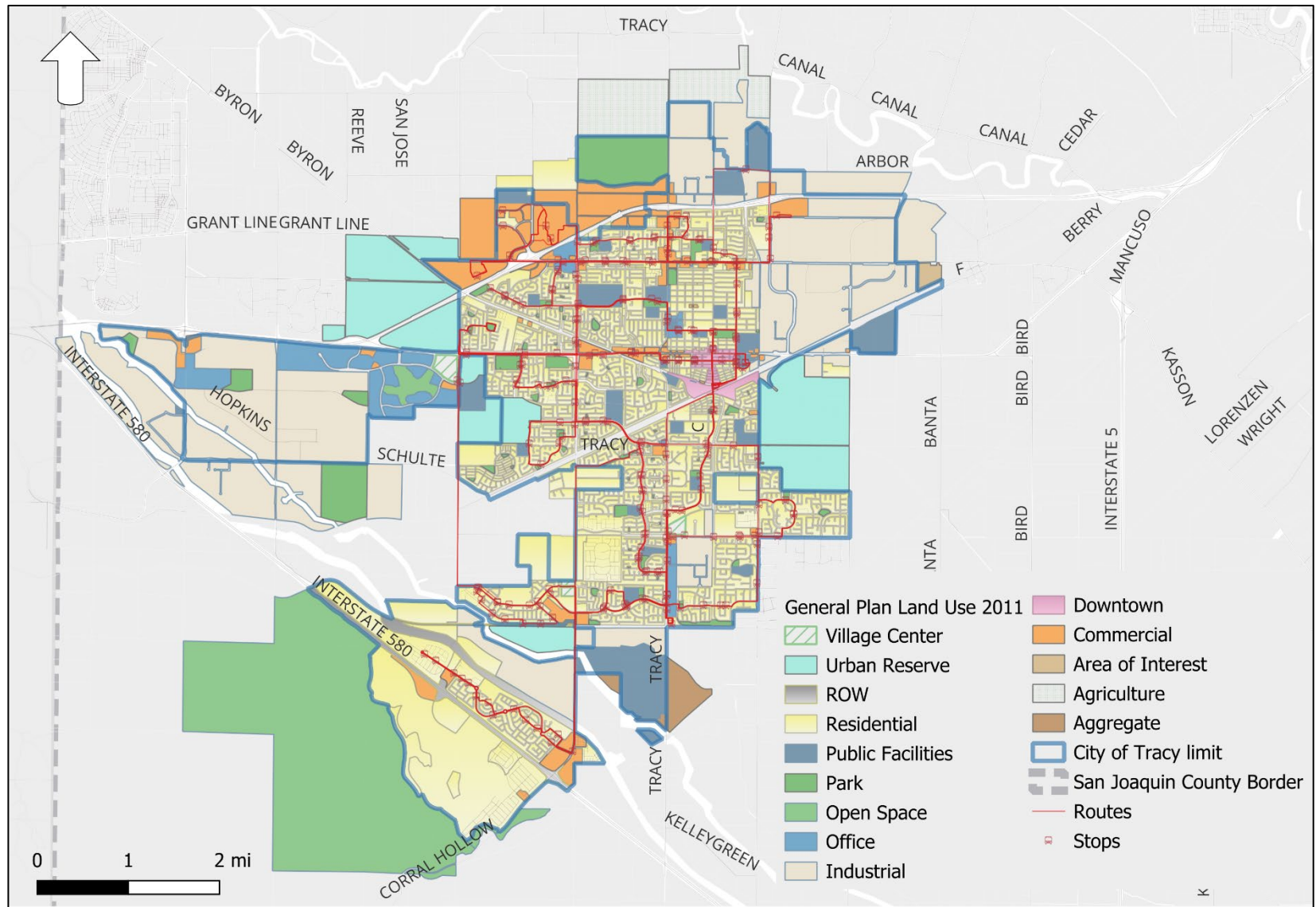


Figure 9. General Plan Land Use for the City of Tracy, Adopted 2011 (Source: City of Tracy).

Transit trips represent a small share (1.3%) of all trips of 2022. Driving modes constitute 89% of all trips, with 51% of those being shared rides (two or three people in a vehicle). Figure 11 shows the observed mode choice for all trip purposes in 2022.

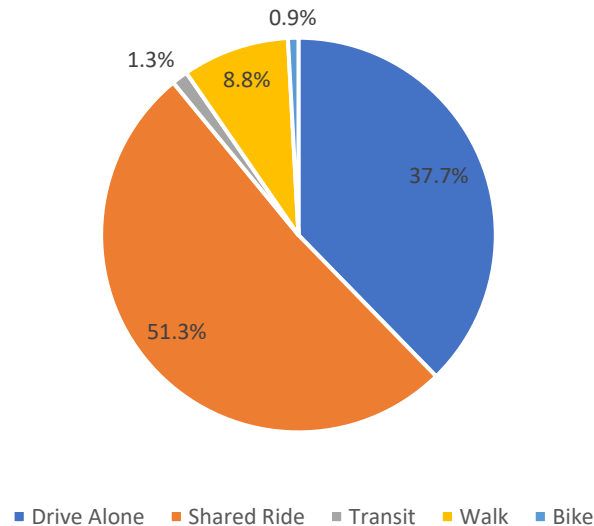


Figure 10. Mode choice distribution within San Joaquin Council of Government region (Source: SJCOG model, 2022).

2.0 TRANSIT SYSTEM OVERVIEW

2.1 Transit Agency History

In 2001, the City of Tracy started offering a fixed-route transit service called Tracer. Tracer includes the public bus system within the City of Tracy. The Tracer is currently managed by the City’s Public Works Department, under the Transit Division. The Transit Division consists of one Transit Manager, two Transit Coordinators, and two Maintenance Workers, who are tasked with transit planning and coordination, federal and state grants, capital projects, contracts, federal and state regulation compliance, contractor oversight, transit surveys, and outreach. In 2024 the City went through an internal reorganization that moved the Transit Division into the Public Works Department. In 2023 the Transit Division was managed under the newly created Mobility and Housing Department and prior to 2023, the Transit Division was managed at various times under the Parks and Recreation Department and Public Works Department.

Today, the Tracer Fixed-Route Service operates Monday through Saturday with eight fixed routes and three shuttle routes connecting major points in the City, such as Downtown Tracy, West Valley Mall,

Walmart, and most middle and high schools. The service hours for the fixed-route service are from approximately 7:00 a.m. to 6:30 p.m. on weekdays and from 9:00 a.m. to 6:30 p.m. on Saturdays.

The Tracer system also includes Paratransit Service, which provides door-to-door, shared-ride service for eligible individuals with certified disabilities, Medicare recipients, seniors (age 65 and above), and veterans within the City limits. This service operates during similar hours to the fixed-route service. In addition to this, Tracer Plus On-Demand Service operates Monday through Sunday, providing curb-to-curb, shared ride service for the public. This on-demand service is designed to give all riders the ability to use public transportation within the Tracy City limits when Fixed Routes and Paratransit are not in service. The service hours for Tracer Plus On-Demand vary, extending into the early morning and late evening hours. The Tracer system also facilitates connections to other cities both inside and outside of San Joaquin County at the Tracy Transit Station via the San Joaquin Regional Transit District (RTD) buses and Greyhound bus service. Figure 13 shows the current service coverage of fixed-route and shuttle services within the City of Tracy⁷.

The City has been in contract with MTM transit to operate all the transit services within the City of Tracy since 2016. The current contract term was from July 2021 to June 2025. After that, the City will announce a bid opportunity for more services.

This short-range transit plan intends to provide recommendations for transit services covering fiscal years 2025/2026 to 2034/2035. The implementation phase of these recommendations will start in July 2025.

⁷ Source: City of Tracy, access January 2024, [TRACER Bus Service | City of Tracy, CA](#)

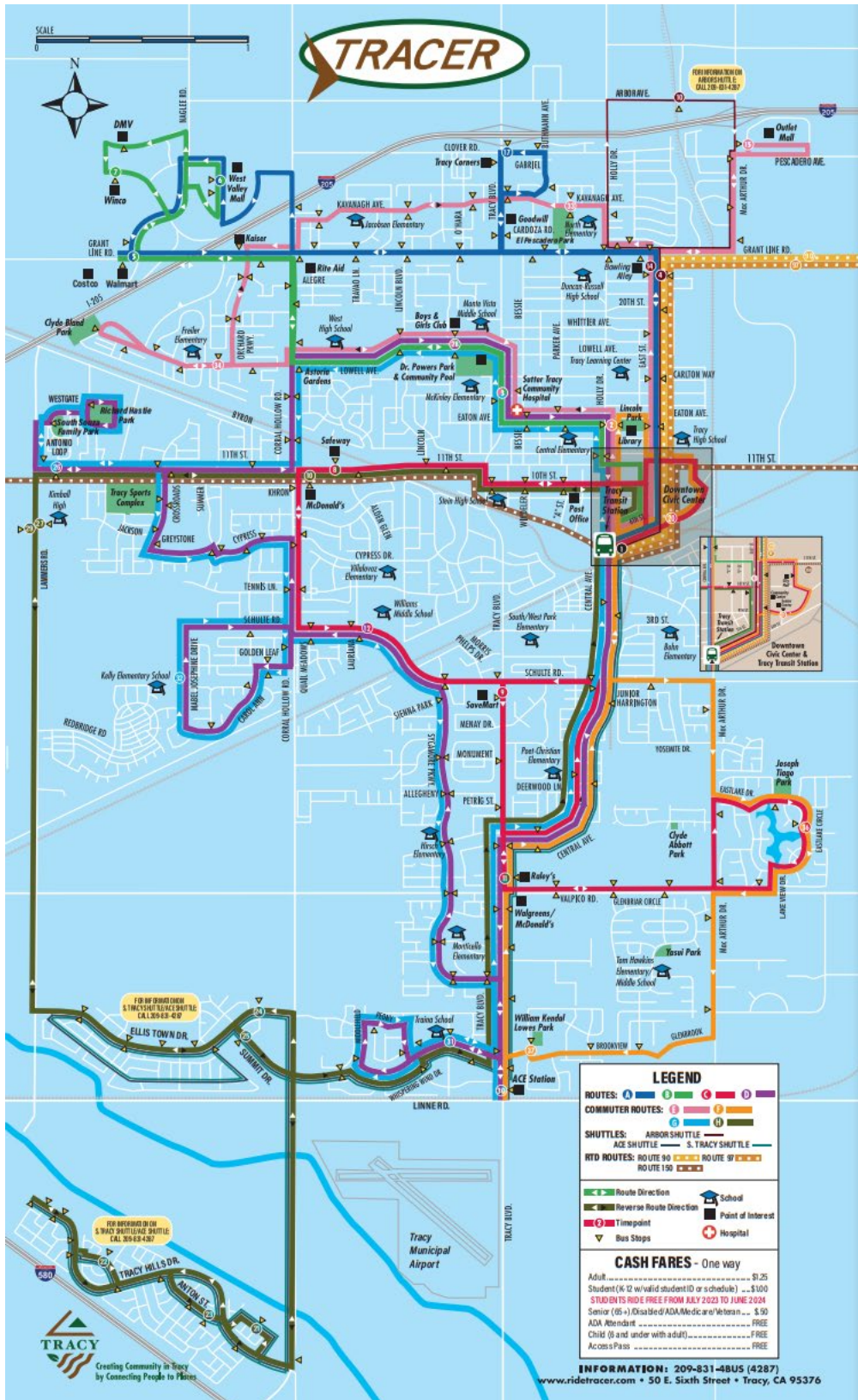


Figure 11. Fixed route and shuttle services within the City of Tracy.

2.2 Governance

The City of Tracy operates under a general law structure with a City Manager serving as the City's administrative chief, appointed by the City Council. The City Manager's responsibilities include appointing both the Assistant City Manager and heads of the eight key operational departments. Under the City Manager, the Public Works Department is responsible for oversight of the Transit Division. The Transit Division includes Tracer bus services, bikeways, American with Disabilities Act (ADA) compliance, Disadvantaged Business Enterprise (DBE) compliance for Transit services, and Title VI compliance.

The City Council, consisting of five elected officials, is the decision-making body in charge of adopting transit-related policies, determining changes in service, funding, and performance evaluation. Council members are elected for a term of four years, and the Mayor is elected for a term of two years.

A Transportation Advisory Commission was established by City Council Resolution 2007-120 and amended by Council Resolution 2010-022 to act in an advisory capacity on transportation related issues. The commission has five members from the community who meet monthly, and advise Council regarding service levels and routes, rules and procedures governing public transportation programs, comprehensive Citywide transit master planning, reviewing and monitoring long-range recommendations, promoting marketing strategies, and providing input about the adoption, amendment, or repeal of any decision pertaining to public transportation within the City. Figure 14 shows the organizational chart of the City in fiscal year 2024-2025.

Summary	
Type of unit of government	City
Composition and nature of representation of governing body:	City Manager & City Council
Number of members	<i>City Council</i> – 5 members <i>Transportation Advisory Commission</i> – 5 members
Elected or appointed	<i>City Council</i> – Elected <i>Transportation Advisory Commission</i> – Appointed by City Council

CITY OF TRACY
 Functional Organization Chart
 FISCAL YEAR 2024-2025

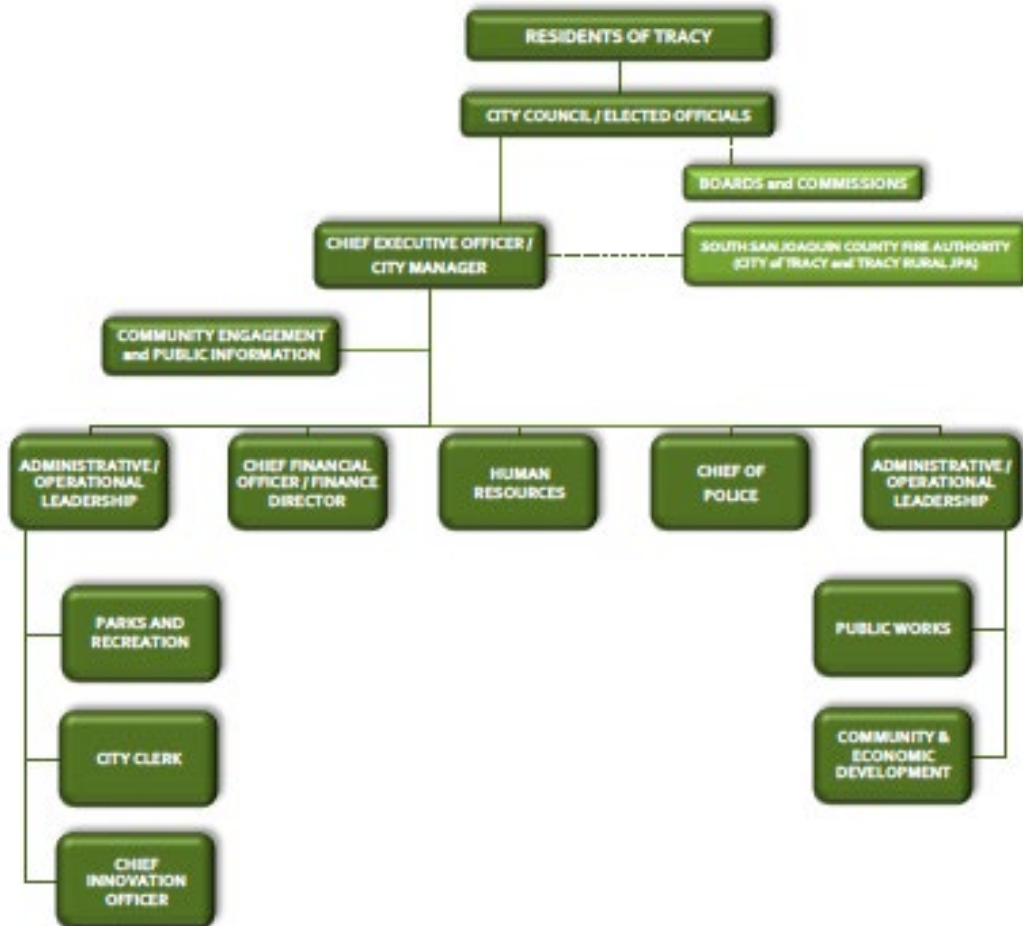


Figure 12. City of Tracy's Organizational Chart.

2.3 Transit Services Provided and Areas Served

The City offers fixed-route bus services, paratransit, and an on-demand transit service called TRACER Plus. The transit network covers all twenty-six square miles of the City serving roughly 100,000 residents. The fixed-route services include eleven lines, which connect riders to Downtown Tracy, West Valley Mall, Walmart, and the ACE Station. Additionally, the fixed-route service provides morning and afternoon services to most local schools, as shown in Figure 14. A description of the fixed-route services in the City is as follows:

Fixed-route services:

These routes provide services from 7 am to 7 pm on weekdays and modified hours on Saturday. It does not operate on Sundays. The hours of operation are the same for routes A through route D.

- **Route A** connects the Tracy Transit Station to West Valley Mall and serves multiple points of interest along the way, including City Hall, Tracy High School, McKinley Village Shopping Center, Tracy Corners, Grant Line Station Shopping Center, Kaiser Tracy, Tracy Pavilion Shopping Center, Tracy Marketplace.
- **Route B** extends from the Tracy Transit Station to West Valley Mall via Sutter Tracy Hospital, and serves Tracy High School, Downtown Tracy, Merrill West High School, Grant Line Station Shopping Center, Kaiser Tracy, Tracy Marketplace, Tracy Pavilion Shopping Center.
- **Route C** serves five main points of interest connecting the Tracy Transit Station to Hidden Lake, which includes Tracy High School, Tracy City Hall, Downtown Tracy, Corral Hollow Shopping Center/Gateway Plaza, Red Maple Village Shopping Center.
- **Route D** goes through the Tracy Transit Station, 11th St, Merrill West High School, Lammers, Kimball High School, and Red Maple Village Shopping Center.

Commuter Route Services:

These routes only operate during weekday school hours traveling in a loop route in counterclockwise direction in AM, clockwise direction in PM.

- **Commuter Route E** passes by Tracy City Hall, Tracy High School, Downtown Tracy, Shops at Northgate Village, Tracy Corners, Kaiser Tracy, and Merrill West High School by connecting the Tracy Transit Station and West High School.
- **Commuter Route F** serves six points of interest: Tracy Transit Station, Tracy City Hall, Tracy High School, Downtown Tracy, Red Maple Village Shopping Center.
- **Commuter Route G** operates only during weekday afternoon hours, passing by Tracy Transit Station, Downtown Tracy, Sutter Tracy Community Hospital, Merrill West High School, Corral Hollow Shopping Center/Gateway Plaza, and Red Maple Village Shopping Center.
- **Commuter Route H** goes through downtown Tracy and serves Kimball High School in addition to the Ellis and Tracy Hills developments. This route operates one way from Tracy Hills to the Tracy Transit Station in the AM, and from the Tracy Transit Station to Tracy Hills in the PM. This route also operated during weekday school hours only.

The following graph shows ridership trends over the past five fiscal years for the distinct types of transit services in Tracy. Like all transit services throughout the nation, Tracy's public transit system suffered a significant reduction in ridership during the COVID-19 pandemic restrictions and stay-at-home policies. Nationally, the average transit ridership dropped by 65 percent from March 2020 through December 2020⁸. When comparing fiscal year 2020/2021 and fiscal year 2018/2019, Tracy's fixed-route services saw a 64% reduction in ridership. Had the annual year-over-year growth in ridership been sustained for FY 2020/2021, the City would have seen over 153,000 annual passengers on the fixed-route system. The City's paratransit services reported an approximately 42 percent reduction in ridership comparing fiscal year 2020/2021 to fiscal year 2018/2019. Figure 5 shows the historical annual ridership by service type since 2017. It should be noted that the City initiated TracerPlus services in FY 2020/2021, starting with weekend only service, and adding weekday service in FY21/22. The transit ridership recovery rate in Tracy aligns with national trends, rebounding by 60 percent and 70 percent of pre-pandemic levels in 2022 and 2023, respectively.

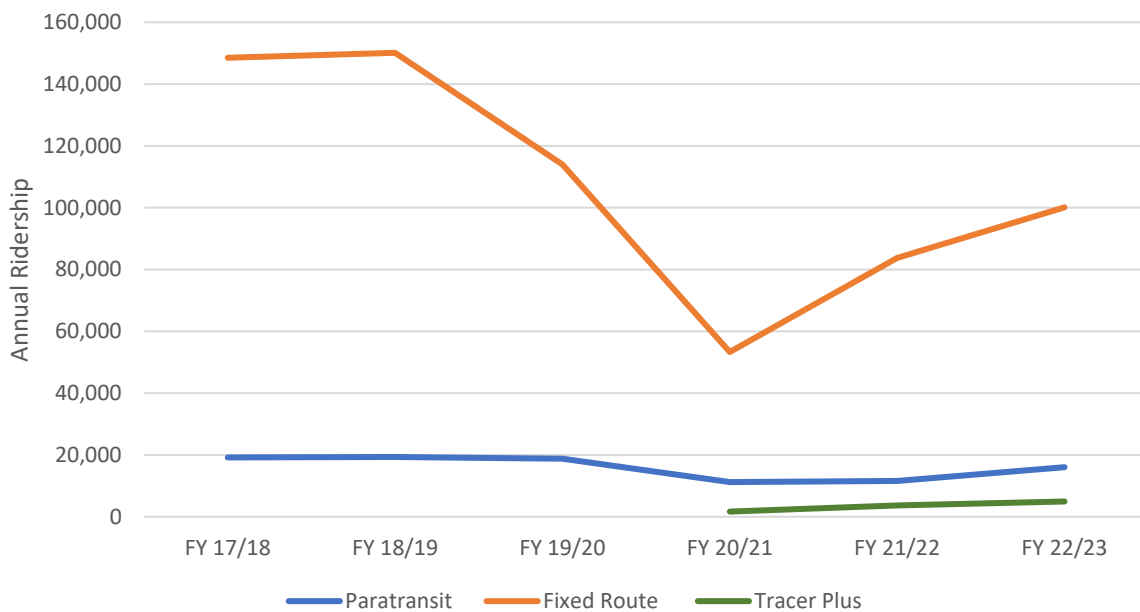


Figure 13. Historical Annual Ridership of Paratransit, Fixed Route, and Tracer Plus Services.

The fleet drivers manually collect the boarding and alighting data. The manual tracking system is heavily relying on the human operators to record passenger's traffic, which is subject to human error and increased dwelling time at stops. It is also labor intensive and adds up to the driver's burden to

⁸ APTA Ridership Trends Dashboard powered by Transit, January 2021, <https://transitapp.com/APTA>.

remain mindful of the number of passengers boarding and dropping off at each station. The City intends to switch to an Automatic Passenger Counting (APC) system that uses sensor installed at the front and rear doors of the fleet. APCs can provide real-time passenger data by automatically accounting for all boardings and alightings per stop without requiring human input. This technology is anticipated to be fully implemented by Fall 2024.

Figure 13 provides a comparison of the total boardings and alighting for fixed routes A through H, as well as the ACE Shuttle and the South Tracy Shuttle. The data indicates that Routes A, B, and C have the highest boardings and alightings. These three routes show balanced usage, indicating that the number of out-bound trips nearly equated to the number of in-bound trips at stops along those routes. Routes C and D slightly favor boardings, which is reflected in the difference of boarding and alighting at the Tracy Transit Station. Route H, the ACE Shuttle, and the South Tracy Shuttle have the lowest numbers of boardings and alightings but have only been in service as pilot programs since August 2023. (See Service Schedule in Table 1).

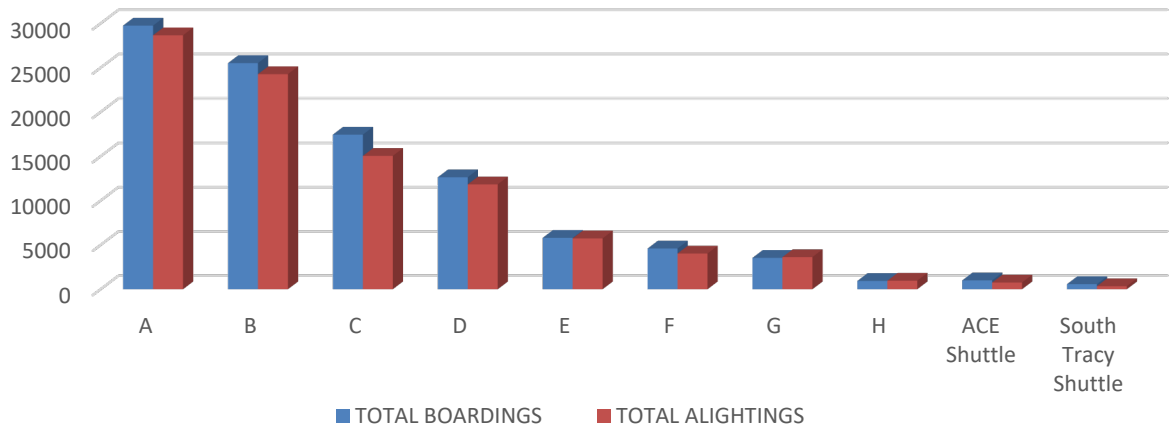


Figure 14. Annual boardings and alightings by fixed-route service line.

Table 3. Fixed-Route Service Schedule (FY23/24).

Route	Weekday Schedule	Saturday Schedule
Route A	7 AM-7 PM	9 AM-7 PM
Route B	7 AM-7 PM	9 AM-7 PM
Route C	7 AM-6 PM	9 AM-6 PM

Route	Weekday Schedule	Saturday Schedule
Route D	6:30 AM-6:30 PM	9 AM-6:30 PM
Commuter Route E	7:30 AM – 8:30 AM; 2 PM – 5 PM	-
Commuter Route F	7 AM- 8 AM; 2PM-5 PM	-
Commuter Route G	2 PM-5 PM	-
Commuter Route H	8 AM- 9AM; 2 PM-5 PM	-
ACE Shuttle	5 AM- 8AM; 5 PM-8 PM	-
Arbor Shuttle	9 AM-5 PM	9 AM-5 PM
South Tracy Shuttle	10 AM-5 PM	10 AM-5 PM

Figure 16 presents a comparison of total boarding passenger counts during morning (AM) and afternoon/evening (PM) peak hours as well as mid-day counts across all fixed-route services. Routes A, B, C, and G show significantly more boardings in the afternoon peak hours. Route D has higher boardings during the morning peak period. Routes E, F, H, South Tracy Shuttle, Arbor Shuttle and ACE Shuttle exhibit overall lower total boardings, with Routes F and H being slightly more popular during the morning. The South Tracy Shuttle, Arbor Shuttle, and ACE Shuttle have similar AM and PM boardings.

The ACE Shuttle is a pilot service implemented as a response to the FY23/24 Unmet Transit Needs (UTN) Survey and is designed to meet the ACE Train at the ACE Station at Tracy Boulevard and Linne Road. The train arrives four times at 4:40, 6:00, 7:00, and 8:05 times in their AM peak service. It also serves this station at 5:11, 6:11, 7:11, and 8:14 PM. The South Tracy Shuttle is another pilot service that was implemented as a response to the FY23/24 UTN Survey and is designed to provide opportunities for those living the newer developments in the southwest part of Tracy to connect to transit service via the Tracy Transit Station. Both pilot programs are being evaluated and will be adjusted based on ridership as part of this SRTP update.

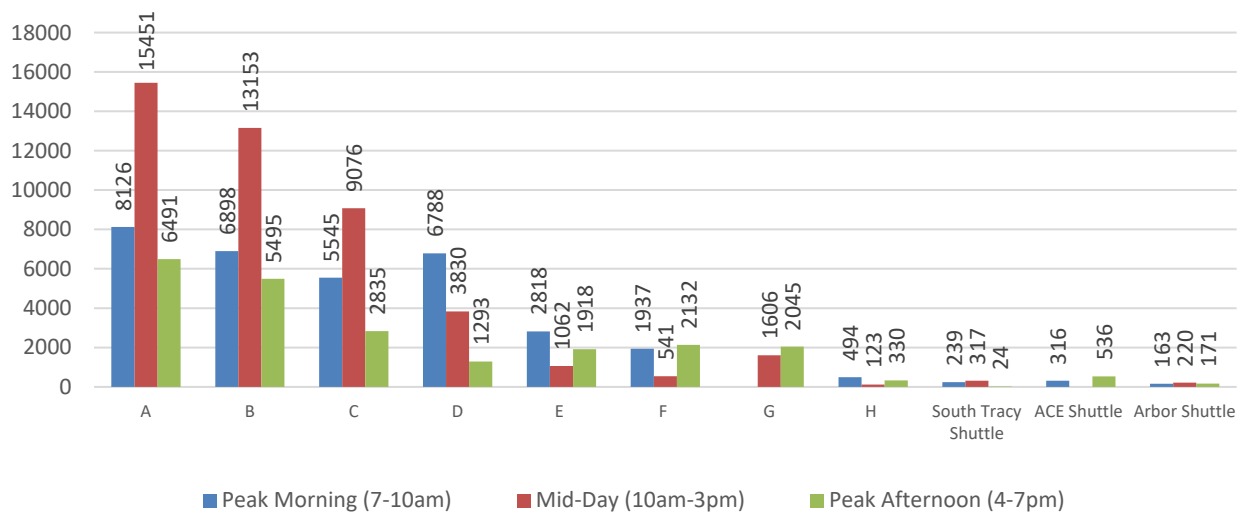


Figure 15. Total Boardings per Fixed-Route service line for peak morning, peak mid-day, and peak afternoon from November 2022 - November 2023

Cumulative boarding and alighting data for TRACER Routes A – H, the South Tracy Shuttle, ACE Shuttle and Arbor Shuttle were available from November 2022 – November 2023. This data shows the time periods and routes where there are the most passengers (Figure 14). For example, Route A shows the most boardings during the midday period followed by the morning peak. This is a similar case for Routes B and C. Route D experiences a surge in ridership during the morning peak, followed by the midday peak and less riders during the afternoon peak. Routes E and F both show peak riders during the morning and afternoon peak periods. Route G only offers service from 2pm – 5pm (see Table 3) and has the most riders during the afternoon peak followed by the midday peak (only 1 hour from 2-3pm). Route H has the most riders during the morning peak followed by the afternoon peak. The South Tracy Shuttle has the most riders during the midday followed by the morning, while the ACE shuttle has the most riders during the afternoon peak. The ACE Shuttle does not offer service during the midday since the ACE train does provide service during this time. The Arbor Shuttle has the most riders during the midday period, followed by the afternoon peak and then the morning peak. The availability of fixed-route service throughout the day is shown in Table 2.

Table 4. Availability of service during weekdays for fixed-route services (November 2023)

Availability	Morning (AM)						Afternoon (PM)									
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	9	
Route A																
Route B																
Route C																

Route D	6:30												6:30	
Commuter Route E		7:30	8:30											
Commuter Route F														
Commuter Route G														
Commuter Route H														

Table 3 displays the availability of service the three different shuttle services throughout the day, from 5 AM to 7 PM.

Table 5. Availability of shuttle services (November 2023)

Availability	Morning (AM)							Afternoon (PM)							
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7
ACE Shuttle															
Arbor Shuttle															
South Tracy Shuttle															

2.4 Current Fares and Revenues

The City of Tracy offers multiple passes and discounts for distinct groups. Students can ride for free in the fiscal year 2023/2024 through a grant received from the State of California Department of Transportation. Those who are certified through Access San Joaquin can receive an Access Pass which allows them to ride on the fixed route for free. There are 10-ride, 31-day pass and day passes offered to all groups. Figure 18 shows the different fare programs for each population group.

STUDENTS RIDE FREE JULY 2023 TO JUNE 2024

CASH FARE (ONE WAY)		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$1.25	\$1.00	\$.50
ADA ATTENDANT	CHILD 6 and under	ACCESS PASS*
FREE	FREE	FREE
DAY PASS (UNLIMITED TRIPS. SINGLE DAY)		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$3.00	\$2.50	\$1.25
10-RIDE TICKET		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$12.50	\$10.00	\$5.00
31 DAY PASS		
Adult	Student *	Senior(65+)/Veteran/Disabled/Medicare
\$35.00	\$28.00	\$17.50

* K-12 Students, valid student ID or class schedule required.

*ACCESS Pass - Access ADA-certified passenger

Figure 16. Tracer Fares as of July 2023.

2.5 Revenue Fleet

As of December 2023, the Tracer operation includes 17 active vehicles. Table 4 shows different vehicle types of all in-service fleet vehicles. The fleet includes 15 buses and two vans. All vehicles have designated wheelchair positions and deployable ramps or lift to accommodate the boarding and alighting, if needed. Two of the paratransit buses and one van are equipped with bike racks; however, 12 of 15 buses provide such equipment and offer a multimodal service.

Table 6. Style and length of Tracer fleet

Style/Length	21 FEET	26 FEET	29 FEET	35 FEET	Total
BRT LOW FLOOR BUS			4	5	9
CUTAWAY BUS	4				4
LOW FLOOR CUTAWAY		2			2
TRANSIT VAN	2				2
Total	6	2	4	5	17

2.6 Existing Facilities

2.6.1 Administrative

Tracer’s administrative functions are conducted at the Tracy Transit Station at 50 E 6th St, Tracy, CA 95376. In Spring 2017, the Naglee Park and Ride Lot was relocated to the south parking lot at the Tracy Transit Station. The Transit Station acts as a transportation hub providing access to local, commuter and long-distance bus services. It also includes Greyhound services. Although the hub is next to rail tracks, there are currently no rail services to this station. Valley Link service, which is a proposed 42-mile commuter rail connecting San Francisco Bay Area to the northern side of San Joaquin Valley, is proposed to stop nearby the station as a potential option. As of July 2023, Amtrak only has connections to their Stockton lines via the Tracy ACE station and Wendy’s restaurant and does not stop at Tracy Transit Station.

2.6.2 Maintenance and Fueling

Out of seventeen vehicles in service, nine use diesel and the remainder use gasoline. The five oldest vehicles were purchased in 2017, while most of the remaining (10) were acquired in 2021 and the last two were acquired in 2022.

In compliance with the CARB requirements, the City is planning to gradually switch the fleet to zero emission vehicles (hydrogen) within a decade. Having a longer range is an advantage of hydrogen fleet compared to the electric buses. The first planned replacement is projected to happen in fiscal year 2028/2029. The City is planning to develop a hydrogen fueling facility to take advantage of the nearby proposed hydrogen production facility as part of the Valley Link project. The City is dedicating a 200-

acre piece of land to this facility for the Valley Link project. The City has already ordered three additional diesel fixed route buses, which arrive by the end of this year (2024). They also plan to get up to six additional diesel fixed route buses in 2025, and another six in 2026.

Due to the lack of a heavy-duty maintenance facility in the Public Works yard, the fleet is maintained at a maintenance facility at 503 W. Larch Road, Suite G, Tracy, 95376, leased and operated by MTM Transit. The City is currently working on acquiring property to develop a Transit Maintenance and Storage facility which will create the needed maintenance facility and allow for the development of the necessary infrastructure needed to transition to a zero-emission fleet. It is anticipated that the property will be acquired by the end of 2025, with final design taking place in fiscal year 2025/2026 and construction starting in fiscal year 2026/2027.

2.6.3 Vehicle Storage & Staging

Transit services share a storage facility with the City's Public Works Department, which is currently at its maximum capacity in its present state. The construction of a Transit Maintenance and Storage Facility will allow for all future bus storage needs. In the meantime, as additional vehicles are acquired, the City will need to find additional space for the added vehicles.

1. Park and Ride Lots

Riders have options to park their vehicles and use local or regional transit services in Tracy. The Tracy Transit Station provides parking spaces for riders on the southern side of the tracks. The ACE Station also includes a park and ride lot, which is located at 4800 S Tracy Blvd, Tracy, CA 95377. Another park and ride lot is located at Northgate Village lot located at 1005 E Pescadero Ave, Tracy, CA 95304.

2. Stations and Stops

Currently there are 238 active bus stops in the City of Tracy Transit service coverage. The most used amenities at the stops include trash bins, benches, and shelters. **Table 5** shows the number of stops within each category per route.

In addition to the Tracy Transit Station, another major regional stop in Tracy is the ACE station located at 4800 S Tracy Blvd, Tracy, CA 95377. Amtrak also has two locations in Tracy that are used as connection points to their service that runs through Stockton, as mentioned previously, which includes Tracy ACE station and Wendy's restaurant.

Table 7. Distribution of amenities at stops per route

Route	Bus Shelter/ Bench/Trash Bin	Bus stop/ bench/trash bin	Bus stop	Total bus stops
Route A	15	21	3	39
Route B	15	11	3	29
Route C	22	18	11	51
Route D	7	28	19	54
Route E AM (PM)	7 (8)	13 (9)	13 (14)	33 (31)
Route F AM (PM)	8 (7)	6 (6)	13 (14)	27 (27)
Route G	12	25	17	54
Route H AM (PM)	5 (8)	2 (8)	23 (25)	30 (41)
South Tracy Shuttle	3	11	37	51
Arbor Shuttle	6	7	3	16
ACE shuttle AM (PM)	3 (0)	6 (1)	34 (31)	43 (32)

2.7 Right-of-Way & Fixed Track & Guideways

The City does not have any fixed track or guideways right-of-way. ACE uses the tracks that are in the southern part of the City, which are owned by Union Pacific. There are also freight railroad lines throughout Tracy that are owned by Union Pacific.

2.8 Bicycle Facilities

Figure 19 shows the bike paths within the City of Tracy. The City has class I, II, and III bikeways, which are separated bike paths, striped bike lanes, and marked routes on road, respectively. The bikeways are connected to transit services for most parts of the City; however, in the downtown area, the bikeways are mostly marked roads. At the downtown Transit Station there are 12 rentable bike cages for patrons to securely park their bikes and then take transit to their final destinations. There are also multiple bike racks around the Transit Station which are free to use.

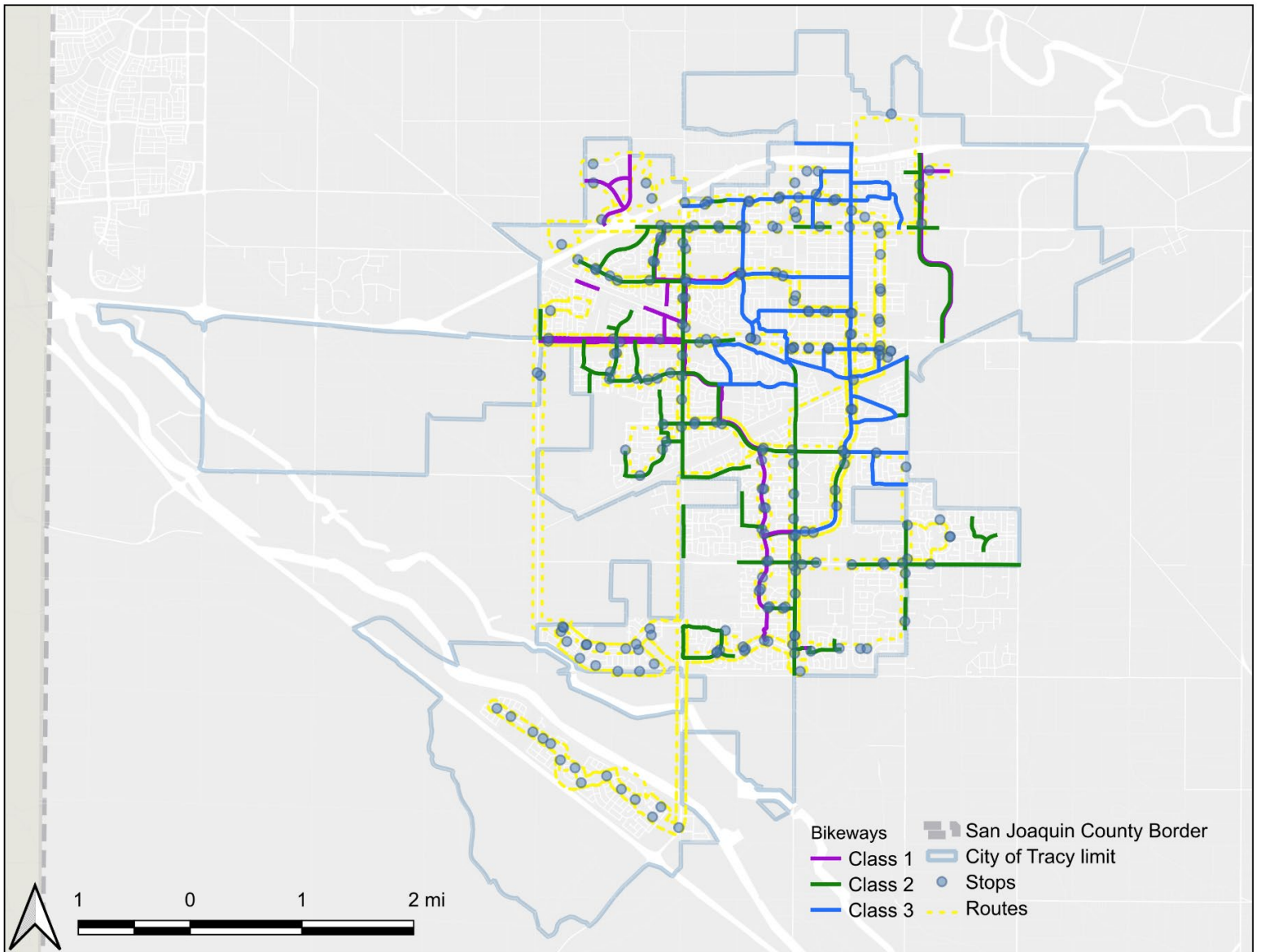


Figure 17. Bike routes and transit service in City of Tracy.

3.0 GOALS, OBJECTIVES, AND STANDARDS

3.1 City of Tracy General Plan (2011) – A Vision, Goals, and Objectives

The 2011 General Plan provides a vision for the future of the City of Tracy and establishes a framework for how Tracy should grow and change over the next couple of decades. The General Plan establishes goals, objectives, policies, and actions that allow the City and community to guide this growth in a desired direction.

General Plan Vision Statement: Through the year 2025, the City of Tracy will continue to enhance its place as a great community in which to live, work and play. Drawing on its small-town character, the City will grow in a manner that provides a high quality of life for all current and future residents and employees.

Additionally, the General Plan’s vision statement specifically addresses the role of transportation within the City to: Meet the transportation challenges of the future, so that people can travel safely and conveniently on foot or by car, air, bicycle, and transit.

The *General Plan’s* **Circulation Element** includes policies supporting street connectivity, extensive pedestrian and bicycle facilities, and a high degree of connectivity between all modes of transportation in the City of Tracy. The Circulation Element established **Goal CIR-4: A balanced transportation system that encourages the use of public transit and high occupancy vehicles** and **Objective CIR-4.1: Promote public transit as an alternative to the automobile**. The following policies were implemented to achieve these goals and objectives:

- P1.** The City shall promote efficient and affordable public transportation that serves all users.
- P2.** The City shall continue to partner with SJCOG, SJRTD and Caltrans in efforts to locate park-and-ride lots and other transit-related facilities in the City of Tracy.
- P3.** The City shall continue to operate the Tracer fixed-route and paratransit transit service and expand service to new residential and non-residential areas if funding for additional service is available and is warranted by ridership demand.
- P4.** The City shall seek funding from regional and State and federal agencies to fund additional transit service expansions and improvements.
- P5.** The City shall require development to provide for transit and transit-related increased modal opportunities, such as adequate street widths and curb radii, bus turnouts, bus shelters, park-and-ride lots and multi-modal Transit Centers through the development and environmental review processes, if appropriate.

P6. The City shall encourage efforts for additional regional transit service, including expansion of the existing ACE service, expansion of the existing commuter bus service, and new commuter rail service from Tracy to other areas in the region.

3.2 Transit Performance Metrics

Best practices for performance standards for the transit industry are reflected in *TCRP Report 88: A Guidebook for Developing a Transit Performance-Measurement System (2003)*, and *Report on California Transit Performance Measures (2016)*, prepared for Caltrans by the Mineta Institute. TCRP Report 88 identifies over 400 transit performance metrics divided into seven (7) primary categories:

1. **Service Availability** measures the quantity of transit access based on when (i.e., span), where (i.e., coverage and stop location), and how often (i.e., frequency) transit services are available. These are primarily design criteria that do not fluctuate except when consciously reset by budgetary or policy changes. Therefore, they do not need to be monitored, measured, and reported on a routine basis.
2. **Service Delivery** measures the quality of customers' day-to-day transit travel experience in terms of service reliability, comfort, and convenience. Key service quality indicators include network coverage, service span and frequency, available capacity (loading condition), and utilization (ridership and productivity). This group includes both measures of dynamic conditions that require continual monitoring and frequent reporting on a monthly or quarterly basis, as well as relatively static design criteria.
3. **Safety/Security** measures the likelihood that an accident will occur involving customers, or that a customer or employee will become a crime victim while using transit. Examples of performance measures in this category include accident rates per 100,000 miles, injury accidents per passenger miles, and quantity of safety devices and personnel. These are dynamic measures of preferred outcomes that warrant continual monitoring and quarterly reporting.
4. **Community Impact** measures quality-of-life impacts on service area communities in terms of access to employment, economic growth and productivity, personal mobility and finances, pollution reduction, and equitable distribution of transit service. These are primarily preferred outcomes that are attainable over a multi-year timeframe. As such, they require regular monitoring and periodic reporting.
5. **Maintenance** measures the safety, reliability, and condition of revenue vehicles in terms of average fleet age and mileage, road calls per 100,000 miles, conformance to scheduled maintenance inspections, among others. These are dynamic measures of preferred outcomes that warrant continual monitoring and quarterly reporting.

-
6. **Financial Performance** measures how efficiently resources are deployed to meet travel demand within budgetary constraints. Key performance measures include net cost per revenue hour and per customer boarding applied to individual routes, and farebox recovery generally applied to the system. Net cost per revenue mile, which usually applies to commuter routes only, is not needed by TRACER transit as a performance measure as it is distinct from net cost per hour.
 7. **Agency Administration** measures organizational efficiency in terms of employee productivity (e.g., vehicle miles per employee), employee relations, and the percentage of the total operating budget consumed by general and administrative (G&A) expenses. These are dynamic measures of preferred outcomes that warrant ongoing monitoring and annual reporting.

The City of Tracy's organizational mission statement sets a broad framework for monitoring, measuring, and reporting system performance.

Mission: *"We provide the community of Tracy with basic and extended services that offer opportunities for individuals, families, and businesses to prosper as they live, work, and play in Tracy."*

Purpose and Vision: *"Our purpose is to preserve and improve the quality of life for Tracy so that we become the most prosperous community in California."*

The City's Public Works Department currently oversees the City's Transit Division, with the following mission statement: *"Maintain, repair, and operate Tracy's public facilities and infrastructure in an efficient and cost-effective manner while preserving and improving the health, safety, and aesthetics of the community."*

These mission statements set a foundation for a future vision of Tracy TRACER as a pioneer in leveraging innovative technology and solutions to enhance the value, efficiency, and effectiveness of its services and the economic vitality of a growing community.

Goals and objectives provide directions for action. The following four goals, while general in nature, are recommended for adoption to guide transit/mobility service delivery.

Goal 1: *Operate a high-quality public transportation system (safe, reliable, effective, efficient, and accessible).*

Goal 2: *Meet the growing demand for new services and implement innovative and cost-effective solutions to meet the increasing public transportation needs of the community.*

Goal 3: *Provide leadership in public transportation for the City, and the industry.*

Goal 4: Educate the public about transit services in the area and the benefits of public transportation to the community and individuals.

Each goal is supported by specified objectives, key performance indicators and measures, standards, and targets. The 2019 SRTP compiled these in a table containing key performance indicators (i.e., those that influence level of service) as well as passive or static design standards, preferred outcomes, management, and marketing initiatives as a single body of information.

3.3 TRACER Performance Metrics

The City’s TRACER fixed route transit service must meet a Three-Year Transit Systems Performance Objective (in-lieu of meeting farebox recovery) as established by the SJCOG Board to receive more TDA funds than the previous year of compliance. Performance objectives are established every three years with TRACER required to meet at least two out of three performance targets, as presented in **Table 1**. However, due to the COVID-19 Pandemic shelter-in-place orders, which disrupted TRACER services and shifted historical travel patterns due to higher proportions of people working remotely/telecommuting, the State of California suspended recent performance target requirements. As a result, no new targets have been established as TRACER and SJCOG determine a new post-pandemic performance baseline. TRACER will continue to work with SJCOG to develop appropriate future targets on a Triennial Basis.

Table 8: TRACER Performance Targets

Performance Objectives	FY 2020-21 Target	FY 2021-22 Target	FY 2022-23 Target*
Cost per Revenue Hour	< \$143.16	< \$147.32	-
Passengers per Revenue Hour	> 4.7	> 4.8	-
Subsidy per Passenger	< \$20.77	< \$21.23	-

Note: *Due to COVID-19 Pandemic impacts, no new targets have been established with future targets to be developed in coordination with SJCOG on a triennial basis.

Key performance indicators for Tracy TRACER transit fixed route services are summarized in **Table 2**. These metrics provide the basis for service evaluation and most directly influence proposed changes to the level of service operated on individual routes at various times of the service day. Transit monitors key performance indicators on an ongoing basis through monthly reports.

Table 9: TRACER Fixed Route Key Performance Indicators

Performance Indicator	Measure	Standard ¹
Cost Efficiency	Cost per Revenue Hour	Base Year + CPI
Service Effectiveness	Passengers per Revenue Hour	8 per Hour New Service (< 2 yrs.) – 5 per Hour

Notes:

- Standards are based on and aligned with the recommendations and best practices established by the Transit Cooperative Research Program in *TCRP Report 88 – A Guidebook for Developing a Transit Performance-Measurement System*.

Preferred outcome metrics are summarized in **Table 3**. These are active indicators of dynamic performance of system functions such as transportation operations, maintenance, and administration. Annual transit rides per capita previously replaced percentage annual increase in total boardings as an indicator of ridership growth to account for population and employment growth over the same period.

Table 10: TRACER Fixed Route Preferred Outcomes

Performance Indicator	Measure	Target
Ridership Growth	Annual Riders per Capita	≥ Previous FY ¹
Reliability	Schedule Adherence (Percent On-Time)	>95%
	Missed Trips	<1%
	Miles between Road Calls	14,000
Safety	Preventable Accidents per 100k Miles	<1.5
	Passenger Injuries per 100k Miles	<1.0
Customer Service	Bi-Annual Survey Results	Rating of 3.0 or Better ² <100
	Complaints per 100k Customer	
	Boardings	

Notes:

- The Ridership Growth target is based on the industry's best practices and is not currently an established TRACER performance target, which will subsequently be addressed in Task 5. Best practices recommend establishing a performance metric linking ridership growth to population growth to account for changes in background population and/or employment growth (i.e., new residents and workers should equate to a similar increase in new customer boardings).
- Target based on the Customer Satisfaction Index (CSI) which uses a five-point scale: 5 = "Very Satisfied," 4 = "Somewhat Satisfied," 3 = "Neither Satisfied nor Dissatisfied," 2 = "Somewhat Dissatisfied," and 1 = "Very Dissatisfied."

Various management marketing initiatives are identified as part of the performance measurement system. These actions are inherent to transit system management and may not require dynamic quantitative measurement. Examples cited in the 2019 SRTP include:

- Employ technology,
- Annual marketing program,
- Public information programs,
- Community association memberships and attendance,
- Participation in community events, and
- Participation in industry conferences.

3.4 TRACER Paratransit Performance Metrics

Given the unique requirements and limitations intrinsic to paratransit services, TRACER Paratransit services have a separate program of key performance indicators as summarized in Table 11.

Table 11: TRACER Paratransit Key Performance indicators

Performance Indicator	Measure	Standard
Cost Efficiency	Cost per Revenue Hour Cost per Revenue Mile	Base Year + CPI
Service Effectiveness	Passengers per Revenue Hour	>2.5
Cost Effectiveness	Net Cost per Passenger Mile Traveled (PMT)	\$7.00*

**in 2023 the national average operating expense per PMT for Demand Response was \$6.91.*

Paratransit service requires design guidelines, which are fixed measures used to direct service design and optimize the distribution of system resources. Paratransit guidelines and desired FY2024 target thresholds are summarized in Table 12.

Table 12: TRACER Paratransit Service Design Guidelines

Design Criteria	Measure	Target
Service Coverage	Percent residents served within ¾-mile of a fixed route bus route	100%
Service Span	Operating Days of Service	Same as Fixed Route System
Average Wait Time¹	30 minutes	

Loading Conditions	Maximum Customers Onboard	<1.0x seated capacity ²
Transit Travel Time	Time relative to comparable travel via personal vehicle	< 1.5x personal vehicle travel time

Notes:

1. No previous measures or targets have been established for TRACER's Paratransit service.
2. Seated capacity assumes no riders will be required to stand.

Preferred outcome metrics for Paratransit service are summarized in Table 12. These are the active indicators of dynamic performance of system functions such as transportation operations, maintenance, and administration.

Table 13: TRACER Paratransit Service Design Guidelines

Preferred Outcome	Measure	Target
Ridership Growth	Percentage annual increase in total boardings	Population Growth
Reliability	Schedule Adherence (Percent On-Time ¹)	>90%
	Missed Trips	<2%
	Miles between Road Calls	10,000
Safety	Preventable Accidents per 100k Miles	<1.5
	Passenger Injuries per 100k Miles	<1.0
Customer Service	Bi-Annual Survey Results	Rating of 3.0 or Better ²
	Complaints per 100k Customer Boardings	<100

Notes:

1. On-time performance considers whether a transit vehicle departs a location within a certain number of minutes after and/or before the scheduled time and/or whether a transfer could be made as scheduled, typically measured at route terminus and mid-points along the route.
2. Target based on the Customer Satisfaction Index (CSI) which uses a five-point scale: 5 = "Very Satisfied," 4 = "Somewhat Satisfied," 3 = "Neither Satisfied nor Dissatisfied," 2 = "Somewhat Dissatisfied," and 1 = "Very Dissatisfied."

3.5 Short Range Transit Plan Goals

Short Range Goals (less than 5 years)	Long Range Goals (more than 5 years)
<ul style="list-style-type: none"> • Increase bus frequency to key routes. • Start purchasing Zero Emission Buses (ZEB) • Realign routes to get people to where they want to go faster. 	<ul style="list-style-type: none"> • Increase bus frequency. • Build a new maintenance facility to accommodate Zero Emission Bus (ZEB) maintenance. • Increase ridership

- Increase ridership

3.6 Federal Guidelines for Performance Management

The federal government requires states to report a variety of metrics related to Safety, Transit Asset Management (TAM), and Congestion, and set targets each year. The City of Tracy should take these metrics into consideration as projects are implemented and monitored.

Category	Metrics
PM 1 – Safety	<p><i>(California 2022 Targets)</i></p> <ul style="list-style-type: none"> • Number of Fatalities (3,491.8) • Rate of Fatalities (1.042) • Number of Serious Injuries (16,704.2) • Rate of Serious Injuries (4.879) • Number of non-motorized fatalities and serious injuries (4,684.4)
PM 2 – TAM	<ul style="list-style-type: none"> • Rolling Stock (% of revenue vehicles exceeding ULB) • Equipment (% of non-revenue service vehicles exceeding ULB) • Facilities (% of facilities rated under 3.0 on the TERM scale) • Infrastructure (% of track segments under performance restriction)
PM 3 - Congestion	<p><i>California Performance Measures:</i></p> <ul style="list-style-type: none"> • Percent of reliable person-miles traveled on the Interstate. • Percent of reliable person-miles traveled on the Non-Interstate NHS. • Percentage of Interstate system mileage providing for reliable truck travel time (Truck Travel Time Reliability Index). • Total emissions reductions by applicable pollutants under the CMAQ program. • Annual hours of peak hour excessive delay per capita. • Percent of non-single occupancy vehicle travel which includes travel avoided by telecommuting.

4.0 SERVICE AND SYSTEM EVALUATION

This section presents an evaluation of the TRACER transit system operated by the City of Tracy, including system performance, compliance, and improvement strategies. The evaluation covers route-level and systemwide performance, paratransit services compliance, Title VI analysis, triennial reviews, goal achievements, and efforts to improve intercity and interregional connectivity. This section summarizes the goals and objectives as outlined in the previous SRTP and evaluates the performance of the transit system against current service standards.

The analysis presented herein evaluates local, express, commuter, and intercity services separately, utilizing data from the most recent year for which complete data was available. The analysis addresses key performance measures such as passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective analysis of performance highlights the trends observed over the previous five years followed by recommendations to mitigate the identified deviations from service standards, including any service expansion or contraction.

This section outlines efforts by the City of Tracy to enhance connectivity within City limits, with the San Joaquin Regional Transit District (RTD), and transit operators of neighboring communities including the introduction of TRACER Plus service, which provides curb-to-curb, shared ride service for the general public within the City of Tracy.

TRACER Paratransit services were reviewed for compliance with the Americans with Disabilities Act (ADA) requirements and standards. City staff were interviewed to better understand planned new activities, major service changes, and capital equipment procurement for ADA or other paratransit services. The City's most recent Title VI analysis, Triennial Review, and TDA Triennial Performance audit were also reviewed to address any potential service deficiencies. The City plans to update its Title VI analysis in 2026 and the next FTA Triennial review is scheduled for 2025.

4.1 Service Area

The TRACER fixed route system covers 22 square miles of the City containing nearly 100,000 residents. The existing route network is comprised of four local routes and two commuter routes. Peak weekday service requires 11 buses; midday and Saturday service requires six buses. TRACER is supplemented by regional bus services provided by the San Joaquin Regional Transit District (RTD), including intercity Route 97, Hopper Route 90, and Route 150 which connect Tracy to Stockton and to the Dublin BART station. Other transit services include ACE commuter rail and Greyhound intercity bus.

4.1.1 Network Coverage

TRACER's fixed route network consists of four (4) all-day routes (A, B, C, and D) operating on weekdays and Saturdays, and four (4) weekday peak-only commuter routes (E, F, G and H). All route origins and destinations start and end at the Tracy Transit Station, located on 6th Street near Downtown Tracy. Additionally, there are 3 shuttle service routes which run on a limited basis throughout the week (Arbor Shuttle, ACE Shuttle, South Tracy Shuttle). The Arbor Shuttle and South Tracy Shuttle operate on weekdays and Saturdays, and the ACE Shuttle runs at peak periods only on weekdays.

Major destinations served by this network include:

- Medical Facilities
 - Kaiser Permanente – Grant Line Road at Orchard Parkway
 - Sutter Hospital on N Tracy Boulevard at Eaton Avenue
- Shopping / Retail Employment
 - Downtown Tracy shops and restaurants
 - Goodwill (Grant Line Road at Tracy Boulevard)
 - Northgate Village Outlet Mall (MacArthur Drive at Pescadero Drive)
 - Raley's (Tracy Boulevard at Valpico Road)
 - Safeway (11th Street at Corral Hollow Road)
 - SaveMart (Tracy Boulevard at Schulte Road)
 - Tracy Corners (Tracy Boulevard at Clover Road)
 - Walmart (Grant Line Road at Naglee Road)
 - West Valley Mall (Naglee Road in the northwest corner of the City)
 - Winco Foods (Pavilion Parkway)
- Schools
 - Kimball High School – Lammers Road at 11th Street
 - Stein High School – 11th Street at Tracy Boulevard
 - Tracy High School – East Street at 12th Street
 - West High School – Lowell Avenue at Corral Hollow Road
 - Williams Middle School
 - Monte Vista Middle School
- Institutions
 - Civic Center (City Hall and Senior Center)
 - DMV office (Auto Plaza Drive)

-
- Dr Powers Park / Community Pool (Lowell Avenue)
 - Public Library (Holly Drive in Lincoln Park)
 - Sports Complex (Crossroads at 11th Street)
 - ACE train station (Linne Road at Tracy Boulevard)

The TRACER system is currently designed to prioritize spatial coverage over stop schedule frequency, which contradicts current industry's best practices for transit route design. TRACER's tradeoff echoes the classic "walk-time versus wait time" trade-off that all transit users and planners must confront. Due to the City of Tracy's current roadway network and urban design, TRACER bus routes are circuitous at times, with one-way segments and tedious detours into residential neighborhoods. The current system approach means many customers experience longer onboard travel times, longer wait times at bus stops, and must navigate a complicated route structure. TRACER also needs to consider implementing new services to areas that are not fully developed today, like Tracy Hills and Ellis, balancing the needs of existing and future residents and workers. There are complications to providing this service – do you seed service before the community is fully built out to ensure future residents that they have transit service, or do you wait until you have enough residents to warrant service?

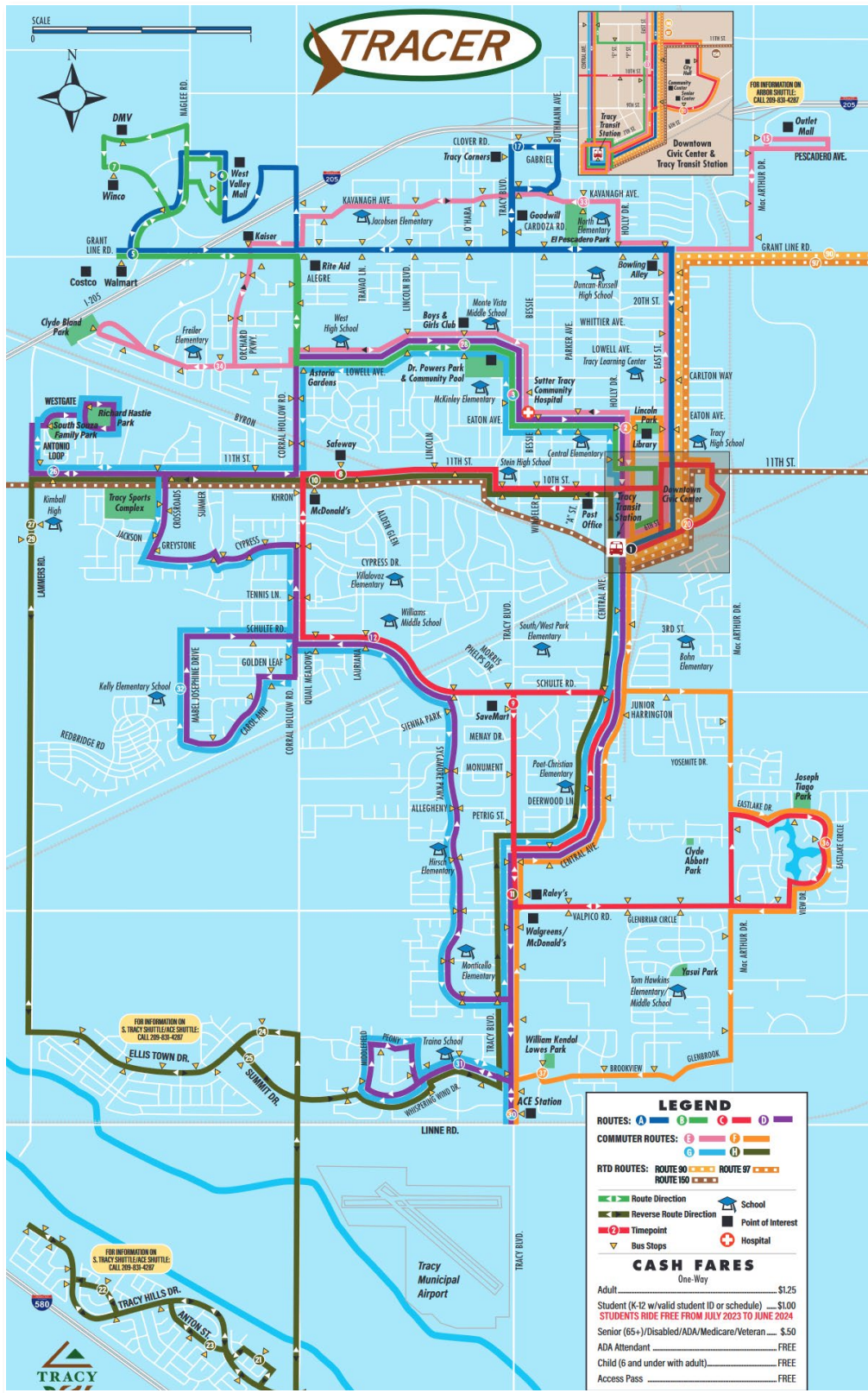


Figure 18. TRACER Fixed Route Network Map, FY2024

4.1.2 TRACER Fixed Route Service Span and Frequency

The current level-of-service characteristics for the fixed route system are summarized in Table 14. TRACER operates six days per week (Monday – Saturday), with no service on Sundays nor during the following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In total the TRACER system operates 307 days in a typical calendar year, including 255 weekdays and 52 Saturdays.

Table 14: TRACER Fixed-Route Bus Service Characteristics, FY2024

Weekday Route	Service Span		Frequency			Schedule Cycle	Buses in Service		
	Begin	End	Peak	Midday	Eve		Peak	Base	Eve
			Minutes	Minutes	Minutes	Minutes			
A	6:45am	7:05pm	30	60	30	60	2	2	2
B	7:00am	7:00pm	30	30	30	60	2	2	2
C	7:10am	6:00pm	60	60	60	60	1	1	1
D	6:30am	6:35pm	40	70	65	65	2	1	1
E	7:35am	4:40pm	1 trip AM / 3 trips PM			55	1	0	0
F	7:20am	4:50pm	1 trip AM / 2 trips PM			55	1	0	0
G	2:30pm	5:05pm	2 trips PM Only			50	1	0	0
H	7:50am	5:05pm	1 trip AM / 2 trips PM			60	1	0	0
ACE	5:15am	7:55pm	3 trips AM / 3 trips PM			50	1	1	1
Arbor	9:05am	5:40pm	2 trips AM / 2 trips PM			25	1	1	0
S. Tracy	10:00am	4:44pm	1 trip AM / 2 trips PM			74	1	1	0
Weekday Subtotal							14	9	7
Saturday Route	Service Span		Frequency			Schedule Cycle	Buses in Service		
	Begin	End	Peak	Midday	Eve		Peak	Base	Eve
			Minutes	Minutes	Minutes	Minutes			
A	9:15am	7:05pm	30	60	30	60	1	1	0
B	9:10am	7:00pm	30	30	30	60	1	1	0
C	9:18am	6:00pm	60	60	60	60	1	1	0
D	9:00am	6:35pm	40	70	65	65	1	1	0
Arbor	9:05am	5:40pm	2 trips AM / 2 trips PM			25	1	1	0
S. Tracy	10:00am	4:44pm	1 trip AM / 2 trips PM			74	1	1	0
Saturday Subtotal							6	6	0
Maximum Vehicles Required							14	9	7

Notes:

1. Highlighted red routes are commuter lines which operate with limited trips during the morning and afternoon peak commute periods on weekdays only.
2. Highlighted blue routes are shuttle lines which operate with lower capacity cutaway vehicles.

TRACER's schedule frequencies are considered low by best practice metrics with only two local routes (A and B) operating with 30-minute peak headways and two other routes (C and D) operating at

approximately 60-minute peak headways. Weekday schedules extend from 6:30 am until 7:05 pm, with some commuter routes (E, F, and H) operating between one and three trips only during each of the morning and evening peak commute periods. Commuter Route G only operates on weekdays and completes two trips during the afternoon peak commute period between 2:30 and 5:05 pm. Saturday service operates from 9:00 am until approximately 7:05 pm with hourly service on Routes A, B and C; and approximately 70 minutes on Route D. Current TRACER operations require up to 11 vehicles (buses) running simultaneously during peak services periods and a minimum of six (6) vehicles running simultaneously during base and evening service periods.

4.2 TRACER System Analysis

Trends such as the local economy, fuel prices, unemployment levels, population demographics, land use density, and growth affect transit ridership. The City of Tracy and TRACER must recognize and respond to these trends using continuous analysis of system performance metrics necessary to maintain effective service delivery.

4.2.1 Change in Annual Ridership 2017-2023

Over the previous five years, the City of Tracy has experienced substantial growth in population and employment while at the same time enduring the COVID-19 global pandemic and shelter-in-place orders that substantially altered regional commute patterns. Figure 21 shows TRACER's fixed route annual ridership substantially decreased by approximately 65 percent (96,809 annual riders) between fiscal years 2018-19 and 2020-21 because of the COVID-19 global pandemic and subsequent shelter in place orders. Although annual ridership has shown steady growth each year following the COVID-19 shelter in place orders, total annual ridership still hasn't fully returned to pre-pandemic conditions with approximately 18 percent fewer riders during the 2023-24 fiscal year (126,944 total riders) compared to the peak in 2018-19 of 150,129 total riders.

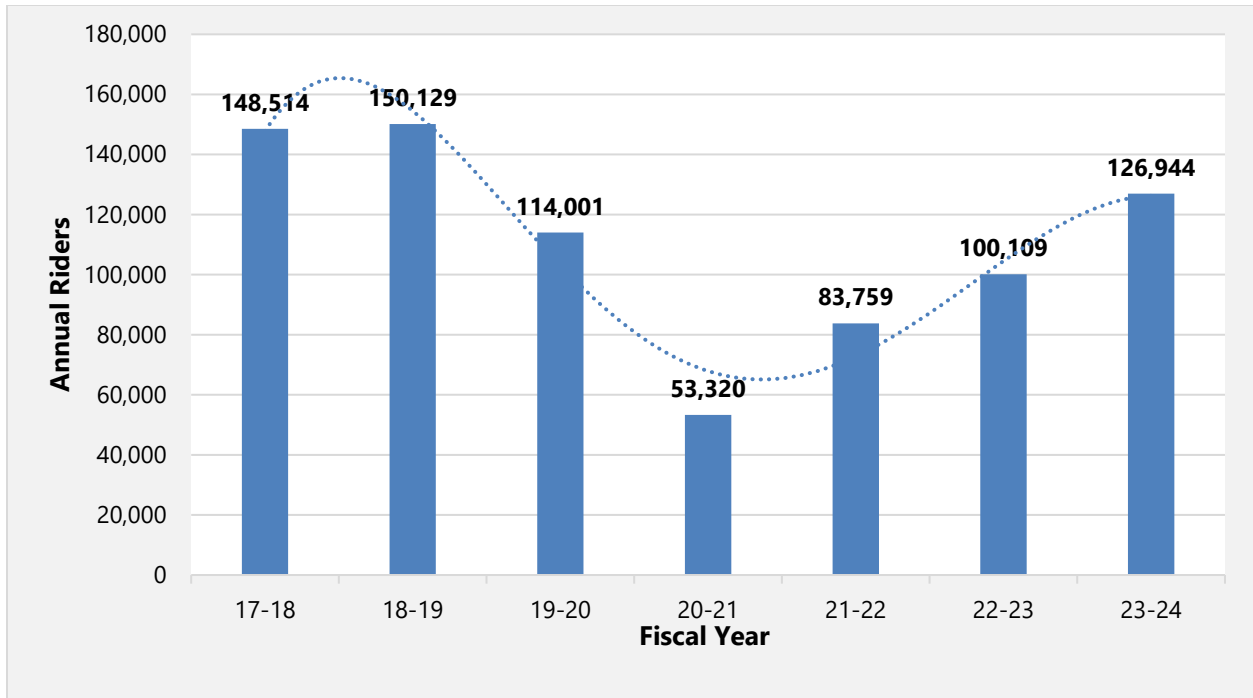


Figure 19. TRACER Fixed Route Annual Ridership FY2017-18 to FY2023-24

Figure 22 shows that TRACER’s Paratransit service saw a substantial 42 percent decrease in riders (8,116 fewer annual riders), between the peak in fiscal year 2018-19 and the COVID-19 shelter in place orders in fiscal year 2020-21. However, Paratransit ridership has shown steady growth each year following the shelter in place orders, surpassing the pre-pandemic peak in fiscal year 2018-19 with approximately 10 percent more riders (1,913 more riders) during fiscal year 2023-24. Similarly, the new TRACER Plus service has experienced substantial growth in ridership with a 430 percent increase in annual riders (or 7,225 net new riders) between fiscal years 2023-24 and the inaugural 2020-21 fiscal year.

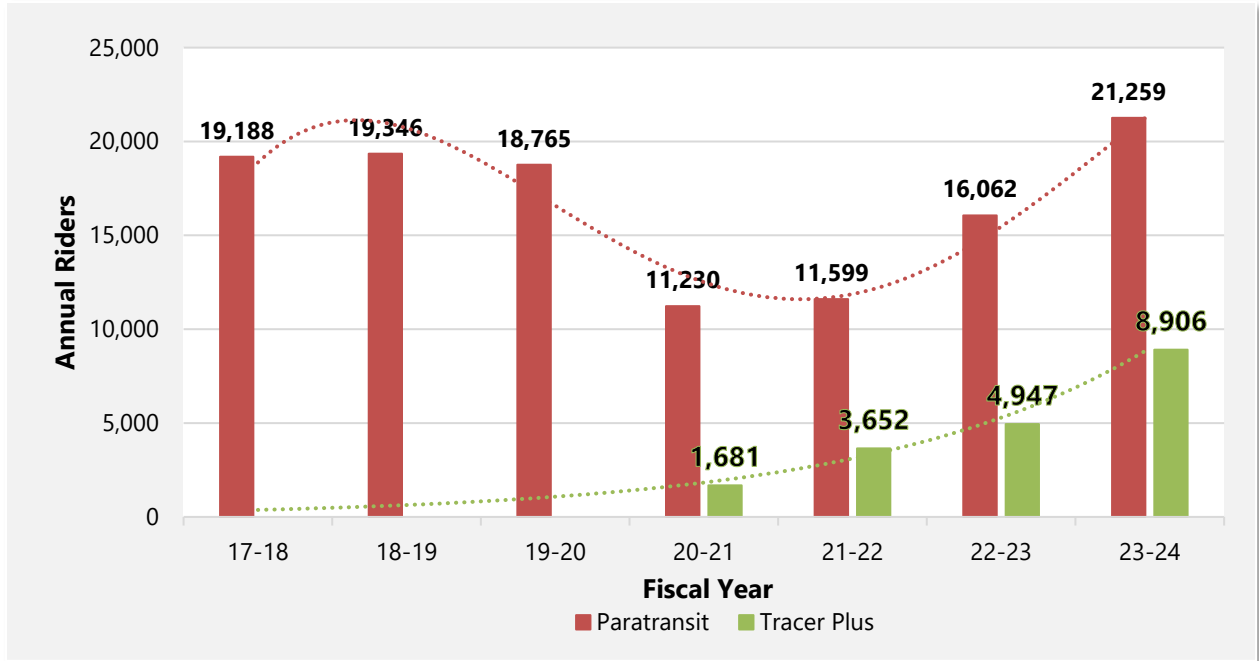


Figure 20. TRACER Paratransit and Tracer Plus Annual Ridership FY2017-18 to FY2023-24

Figure 23 shows that when adjusted to annual riders per capita⁹, TRACER’s fixed route annual ridership has decreased by 66 percent between the pre-pandemic peak of 1.70 annual riders per capita in Fiscal Year 2017-18 and the pandemic low of just 0.58 annual riders per capita in Fiscal Year 2020-21. Ridership growth has steadily increased each year following the pandemic-low in Fiscal Year 2020-21 with 0.90 annual riders per capita in Fiscal Year 2021-22, 1.06 annual riders per capita in Fiscal Year 2022-23, and 1.30 annual riders per capita in Fiscal Year 2023-24.

⁹ Annual riders per capita was calculated by dividing the total annual riders on TRACER routes by the total population of the City of Tracy per U.S. Census ACS 5-Year estimates (*DP05 ACS Demographic and Housing Estimates, 2017-2022 ACS 5-Year Estimates Data Profiles*).

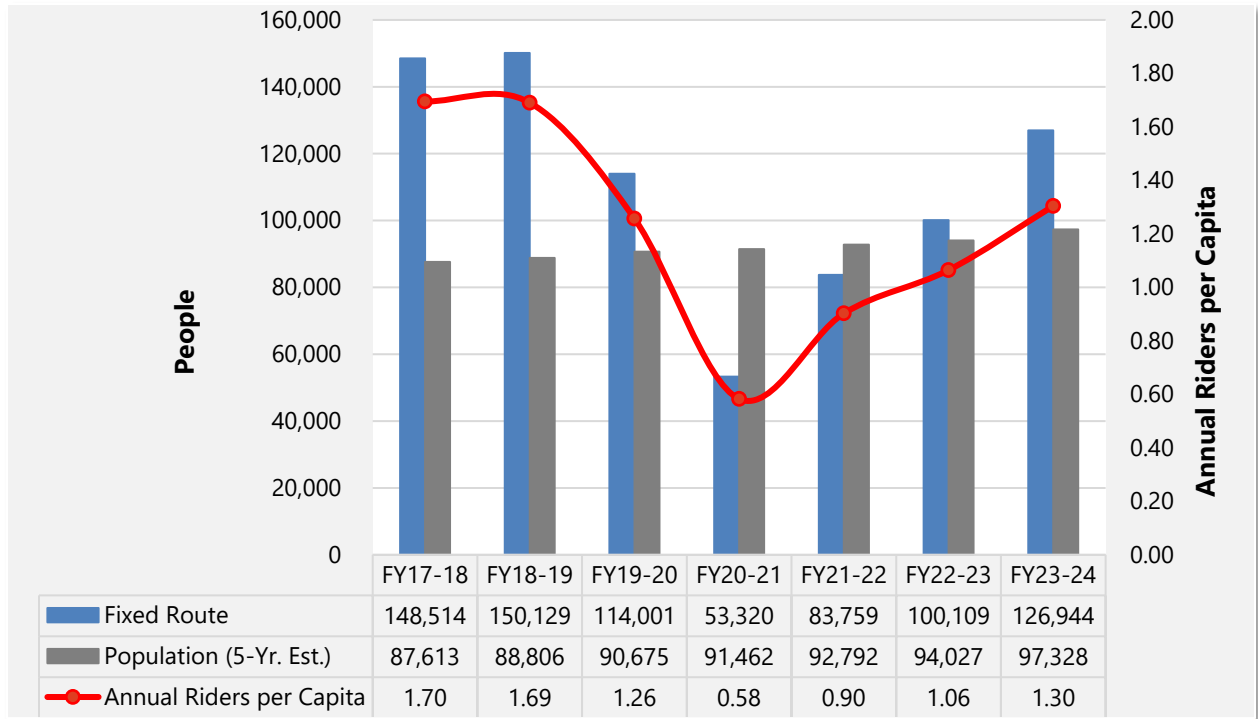


Figure 21. TRACER Fixed Route Annual Riders per Capita 2017-23

However, annual ridership per capita was still 24 percent lower in FY23-24 compared to the pre-pandemic peak in FY17-18, which suggests there is room to improve services to re-attract those riders that have not returned post-pandemic. Furthermore, the rate of growth in annual riders per capita over the previous three years (44 percent increase) is lower than the actual percentage growth in annual riders over the same period (52 percent). Despite the City of Tracy’s five percent growth in population over the previous three years, TRACER has not attracted new residents and workers to ride at the same rate as existing residents and workers, again suggesting room for improvement to attract those new riders who have previously never used TRACER services.

It should be noted that commuter patterns may never return to pre-pandemic conditions, due to the general shift in work culture following the pandemic that has seen a general increase in remote work for at least part of the workweek, if not the entire workweek. Cities such as Tracy saw an uptick in population growth following the start of the pandemic that has continued post-pandemic, most likely attributable to more people who are able to work remotely and no longer are tied to a physical office. As a result, many of the new residents moving into the City of Tracy are not as likely to commute and thus need transit options to get to/from their place of work. For TRACER to capture these new residents, service will need to be adjusted to make non-commute trips convenient for residents to reach places of interest such as schools, retail centers, or places of worship, etc.

Figure 24 shows that when adjusted to annual riders per capita, TRACER’s paratransit service had similarly decreased by 45 percent between the pre-pandemic peak of 0.22 riders per capita in FY2018-19 and the pandemic low of 0.12 riders per capita in FY2020-21. However, Paratransit ridership growth has steadily increased each year following the pandemic-low returning to pre-pandemic levels with 0.22 riders per capita in Fiscal Year 2023-24.

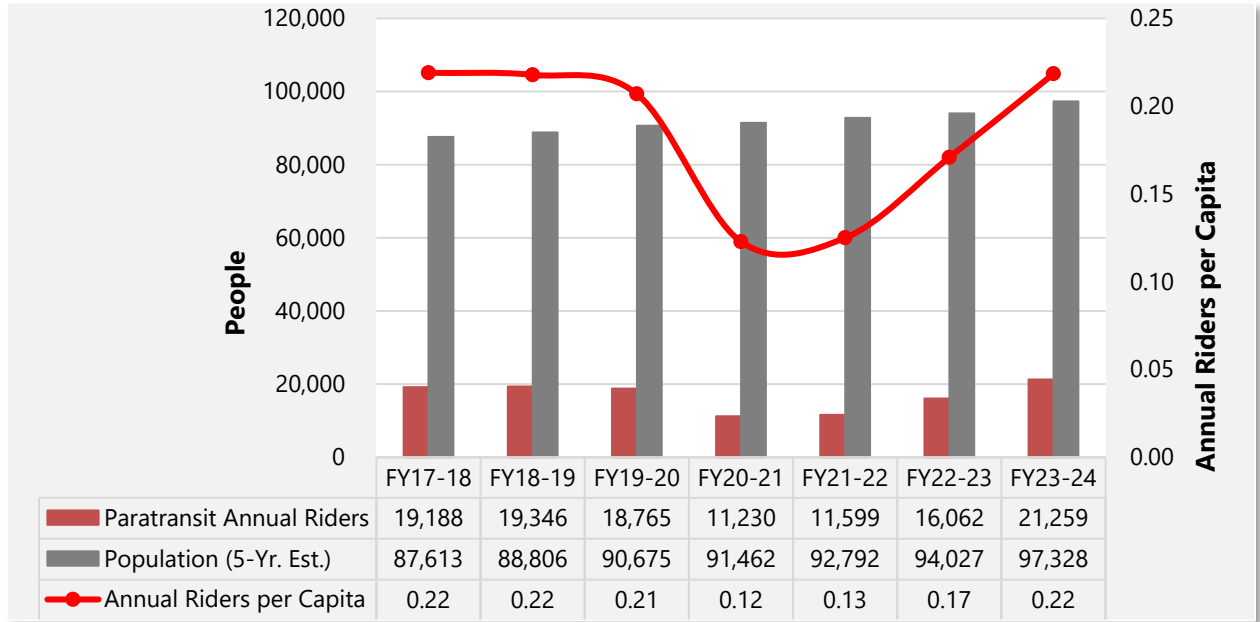


Figure 22. TRACER Paratransit Annual Riders per Capita 2017-24

Figure 25 shows that when adjusted to annual riders per capita, TRACER Plus service has steadily increased each year following its implementation in Fiscal Year 2020-21 with 0.04 annual riders per capita in Fiscal Year 2021-22 and 0.05 annual riders per capita in Fiscal Year 2022-23, a 150 percent increase over three years. Given that TRACER Plus service started during the pandemic, there are no pre-pandemic figures for which to compare current ridership rates.

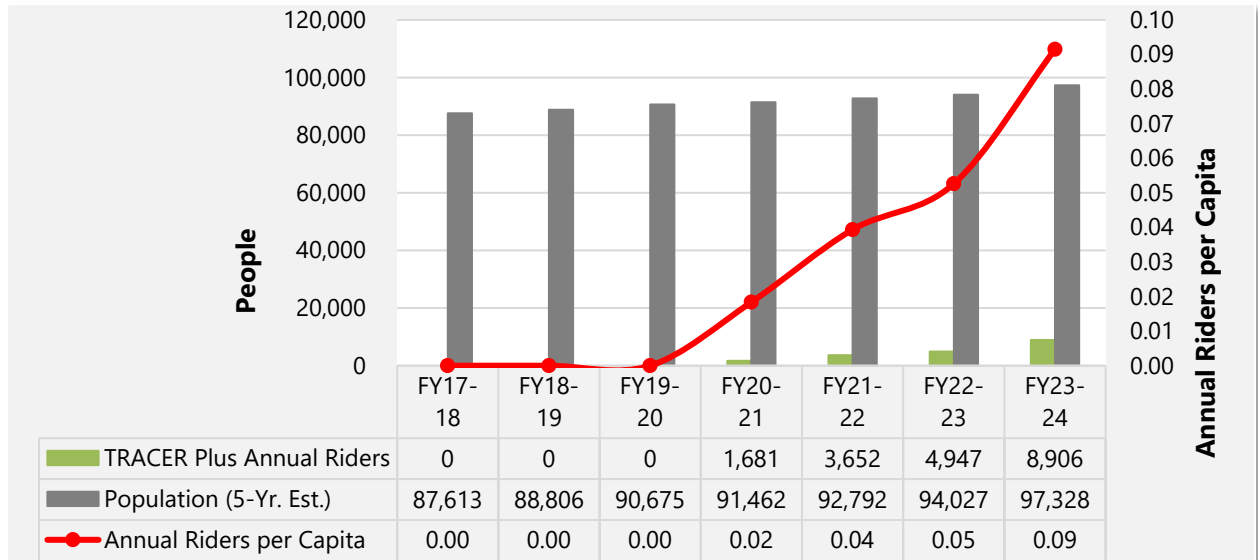


Figure 23. TRACER Plus Annual Riders per Capita 2017-23

TRACER ridership and service productivity are generally lower when compared to peer transit systems.¹⁰ Table 15 shows systemwide service productivity is approximately six (6) boardings per revenue service hour. Individual route productivities range from a high of 11.42 boardings per hour (Route G) to a low of 3.93 boardings per hour (Route D). Notably, the productivity of local Route C operating hourly schedules is higher than Routes A and B operating 30-minute weekday schedules.

Table 15: TRACER Level of Service Characteristics, FY2023-24

Route	Estimated Ridership	Estimated Revenue Hours	Service Productivity
	Annual Riders	Operating Hours	Riders per Hour
A - Blue	33,603	5,318	6.32
B - Green	36,049	5,625	6.41
C - Red	21,483	2,966	7.24
D - Purple	12,408	3,157	3.93
E - Pink	6,951	935	7.43
F - Orange	5,838	701	8.33
G - Light Blue	4,852	425	11.42
H - Dark Green	4,381	561	7.81
Systemwide Total	125,565	19,688	6.38

¹⁰ California municipal transit systems average service productivity ranges from 6 to 20 boardings per revenue service hour. Tracy's peer cities fixed-route service productivity ranges from 6 to 12 boardings per revenue service hour, including Grand Junction (9.38), Vacaville (11.82), Lodi (7.20), Porterville (8.05), and Turlock (6.28). (Source: FTIS.org 2022 fixed-route service data)

4.3 TRACER Fixed Route System Analysis

This section presents a detailed assessment of each route based on the latest ridership and running time data collected on-board TRACER buses.¹¹ These boarding and alighting counts were compared against FY 2021-22 system-level operating data reported by the City to ensure accuracy of the data. Ridership counts were tabulated in spreadsheets and are presented in graphs in this section.

4.3.1 Route A

Route A follows a mostly linear alignment across the north side of the City with bi-directional service on East Street and Grant Line Road between Downtown Tracy and northwest retail district centering on West Valley Mall (see Figure 26). A mid-route deviation at Tracy Boulevard extends north of Grant Line Road to Clover Road, primarily for access to the Tracy Corners Shopping Center. The western end of the route is a counterclockwise loop with major stops at West Valley Mall, Target, and Walmart. Route A is divided into four key segments for analysis:

- East Street running north-south between Grant Line Road and Downtown Tracy; and continues via 6th Street to the Transit Station.
- Grant Line Road running east-west between East Street and Naglee Road.
- A mid-route deviation looping north of Grant Line Road via Tracy Boulevard to Clover Road; and providing access to Tracy Corners Shopping Center.
- Retail district located in north of I-205 and west of Corral Hollow Road in northwest Tracy, including West Valley Mall, Target, and Walmart. This segment partly overlaps Route B.

¹¹ Onboard data provided via the National Transit Database (NTD) between July 2022 and June 2023 (FY 2022-23).

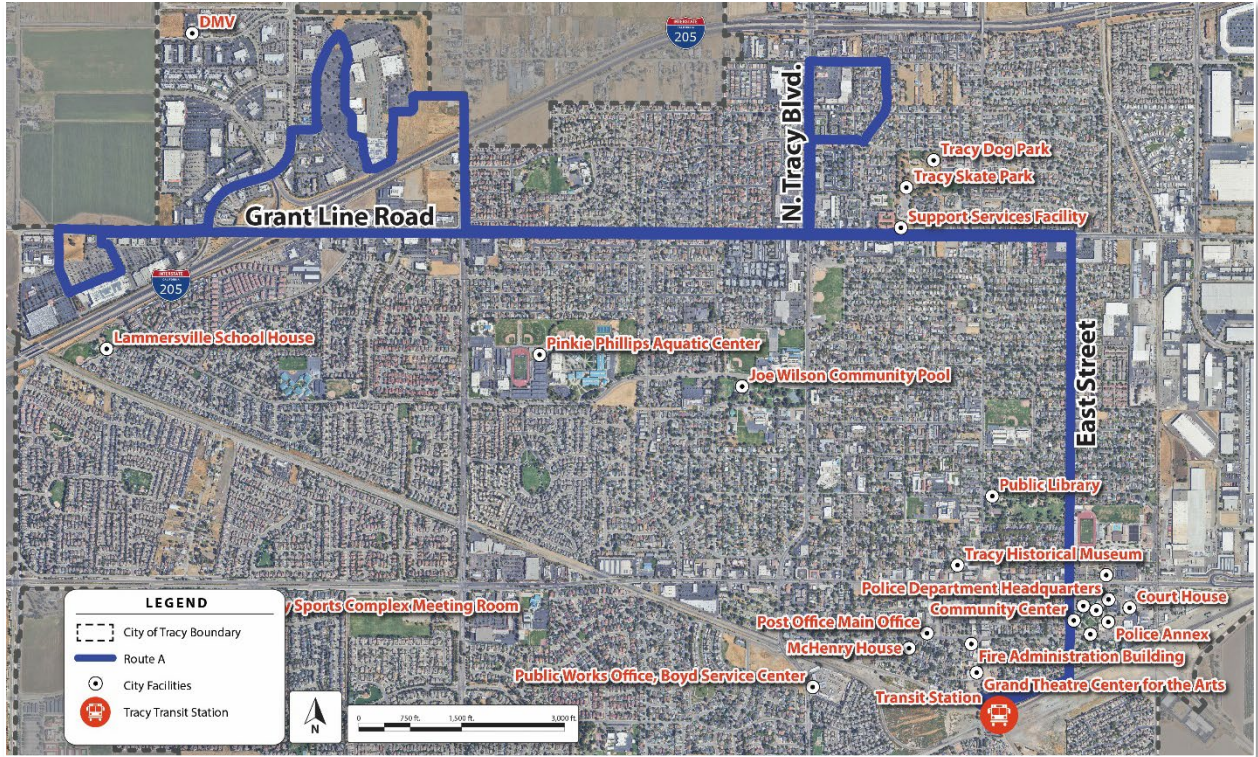


Figure 24. Route A Map

Route A operates two buses for a total of 5,318 revenue hours per year – generating an average of 109 daily customer boardings or just under 6.32 boardings per revenue hour. Figure 27 and Table 16 show monthly ridership by passenger type for Route A during FY 2023–24. A total of 33,603 riders boarded Route A in FY 2023–24, including 15,511 adults (46 percent), 7,570 students (23 percent), 8,318 seniors (25 percent), 1,220 ADA (4 percent), and 984 free rides (3 percent).

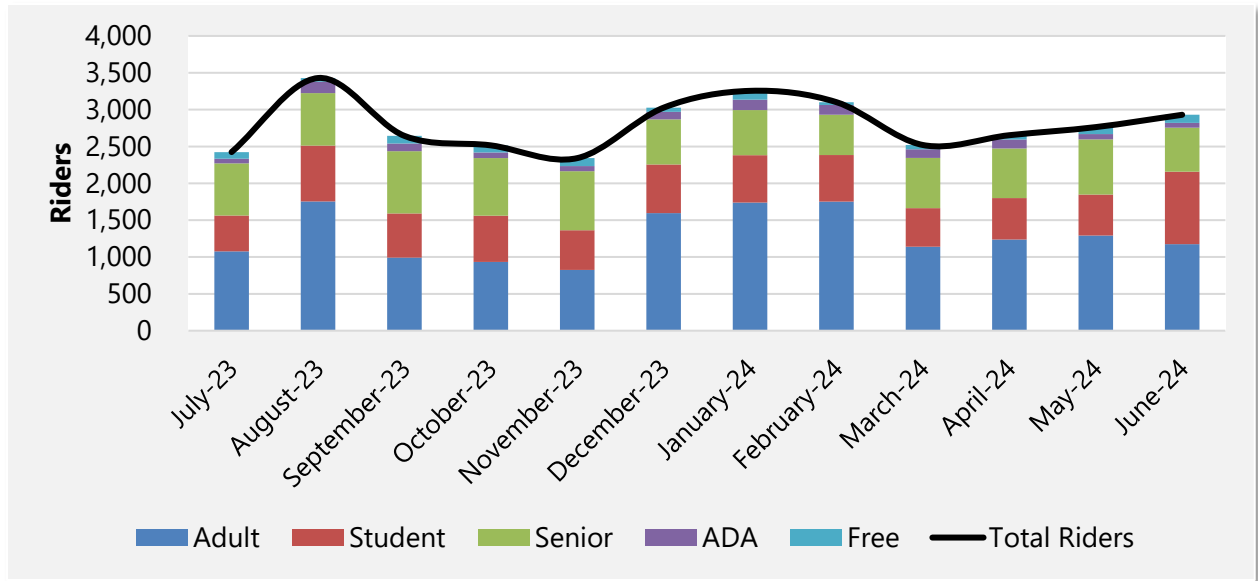


Figure 25. Route A – Monthly Ridership by Passenger Type (FY 2023-24)

Table 16: Route A – Monthly Ridership by Passenger Type (FY2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	1,077	485	708	63	91	2,424
August-23	1,754	759	711	154	51	3,429
September-23	991	601	844	104	104	2,644
October-23	933	627	782	76	97	2,515
November-23	824	540	800	70	108	2,342
December-23	1,596	659	613	103	56	3,027
January-24	1,740	642	613	141	119	3,255
February-24	1,753	631	547	133	37	3,101
March-24	1,139	525	680	117	59	2,520
April-24	1,238	561	674	122	58	2,653
May-24	1,292	556	748	73	94	2,763
June-24	1,174	984	598	64	110	2,930
Total	15,511	7,570	8,318	1,220	984	33,603

The most active bus stops along this route include the Tracy Transit Station and West Valley Mall area, including Target and Walmart, account for nearly half of the total daily ridership activity. Other significant generators continue to include the Civic Center (City Hall and Senior Center), Tracy High School, and businesses along Grant Line Road. The Tracy Corners deviation on Route A generally generates moderate ridership north of Cordoza Road on Tracy Boulevard, Kavanaugh Avenue,

Buthmann Drive, and Clover Road. The deviation is covered in both directions, resulting in 36 scheduled bus trips per weekday to Tracy Corners.

4.3.2 Route B

Route B follows a linear alignment across central Tracy with bi-directional coverage on East Street, Holly Drive, Eaton Avenue, Tracy Boulevard, Lowell Avenue, Corral Hollow Road, Grant Line Road and Naglee Road, between Downtown Tracy and the northwest retail district centering on West Valley Mall. The western end of the route is a counterclockwise loop with major stops at Target, West Valley Mall, the Department of Motor Vehicles (DMV) office, Winco Foods, and Walmart. Route B is divided into three key segments for analysis:

- Holly Drive and East Street (via 11th Street) running north-south between Eaton Avenue and Downtown Tracy; and continue via 6th Street to the Transit Station.
- Eaton Avenue and Lowell Avenue (via Tracy Boulevard) running east-west between Holly Drive and Corral Hollow Road. This segment overlaps Routes D and E.
- Retail district located north of I-205 and west of Corral Hollow Road in northwest Tracy; including West Valley Mall, Target, Walmart, Winco Foods, DMV office, auto dealerships, and medium density residential housing. This segment partly overlaps Route A.

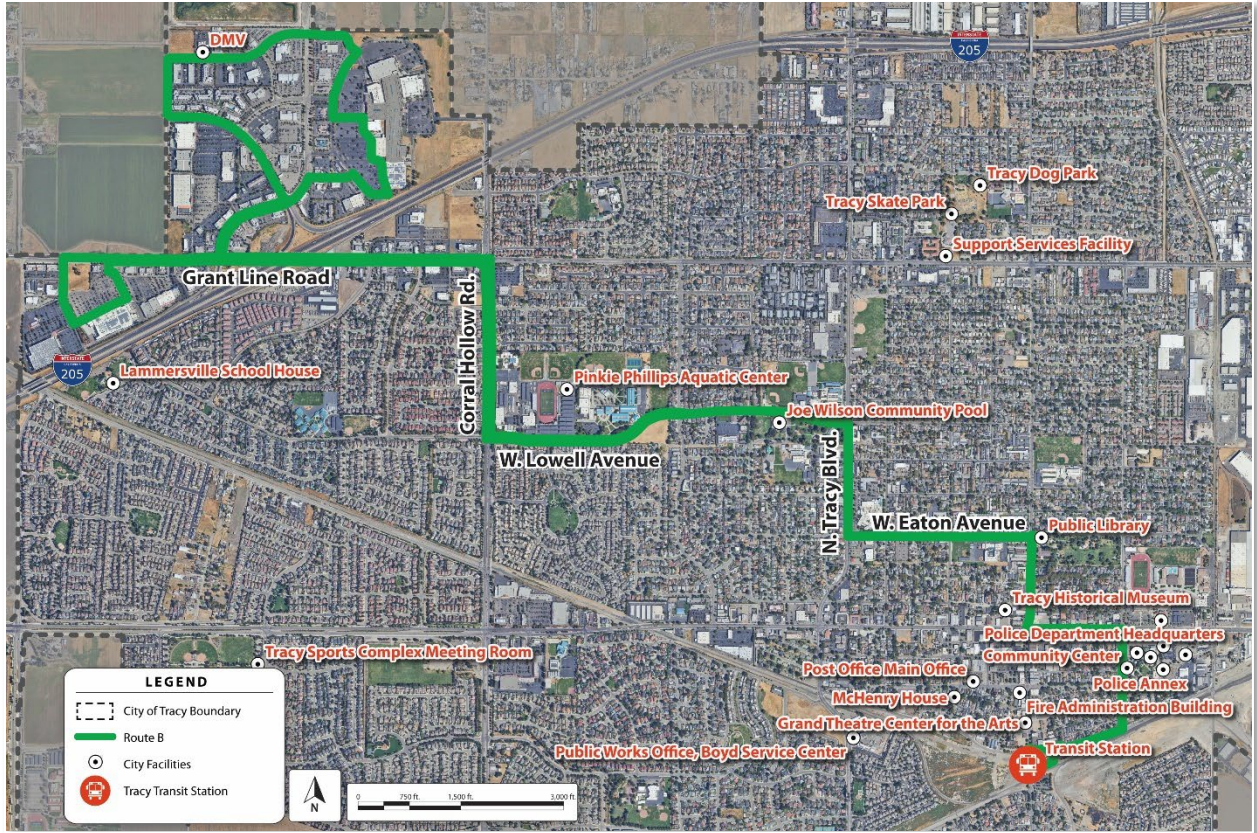


Figure 26. Route B Map

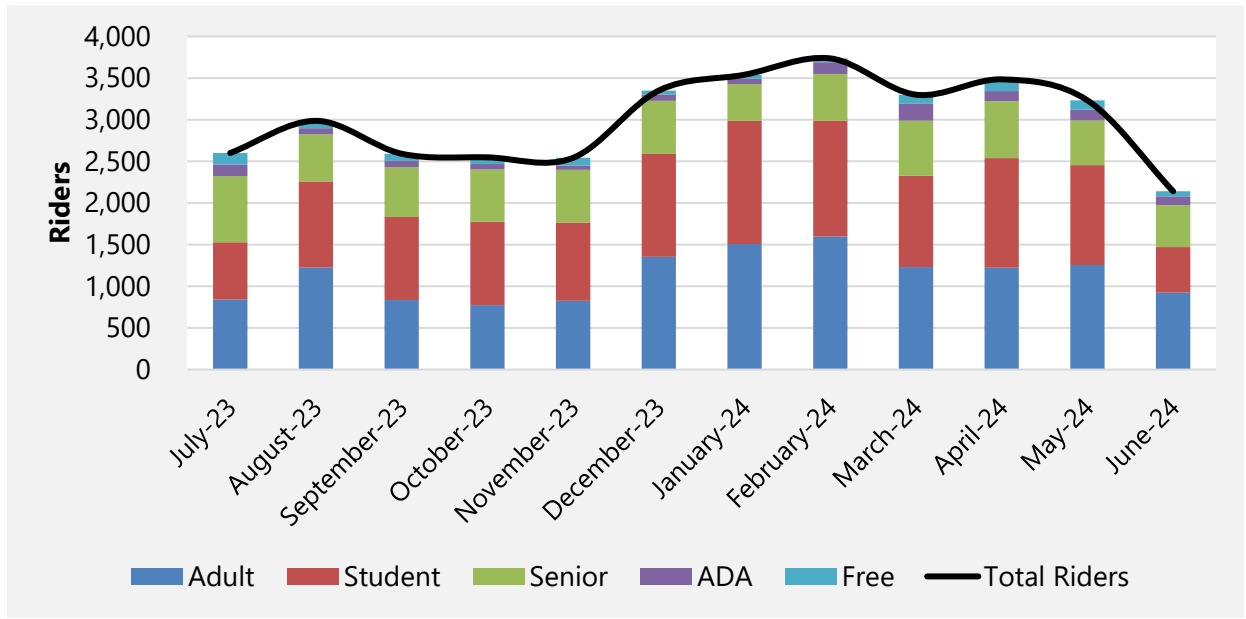


Figure 27. Route B – Monthly Ridership by Passenger Type (FY 2023-24)

Route B operates two buses for a total of 5,625 revenue hours per year – generating an average of 117 daily customer boardings or just under 6.41 boardings per revenue hour. Figure 29 and Table 17 show monthly ridership by passenger type for Route B during FY 2023-24. A total of 36,049 riders boarded Route B in FY 2023-24, including 13,588 adults (38 percent), 12,927 students (36 percent), 7,246 seniors (20 percent), 1,241 ADA (3 percent), and 1,047 free rides (3 percent).

Table 17: Route B – Monthly Ridership by Passenger Type (FY2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	841	687	796	137	139	2,600
August-23	1,225	1,033	567	72	89	2,986
September-23	835	997	599	75	85	2,591
October-23	773	1,002	628	64	81	2,548
November-23	825	940	633	53	91	2,542
December-23	1,354	1,234	639	77	46	3,350
January-24	1,506	1,482	440	63	49	3,540
February-24	1,598	1,391	561	139	47	3,736
March-24	1,231	1,099	658	207	105	3,300
April-24	1,222	1,316	684	121	141	3,484
May-24	1,255	1,199	538	127	113	3,232
June-24	923	547	503	106	61	2,140
Total	13,588	12,927	7,246	1,241	1,047	36,049

The northwest business district, including West Valley Mall, Walmart, Winco Foods, Target, and the DMV office account for more than one-third (37 percent) of total ridership activity. Other significant trip generators include the Civic Center area (City Hall, Senior Center); and the Dr. Powers Park stops near Monte Vista Middle School, and the Boys & Girls Club. Ridership along Eaton Avenue and Lowell Avenue is low particularly in the inbound (i.e., towards Downtown) direction. This route has historically shown low ridership across the day with selected trips spiking upward around school bell times (i.e., 7:30 am, 2:00 pm and 3:00 pm trips), as 36 percent of boardings on Route B are generated by students.

4.3.3 Route C

The Route C alignment covers much of southside Tracy with bi-directional service on 10th / 11th Street, Corral Hollow Road, Schulte Road, and Valpico Road between Downtown Tracy and the Hidden Lake community in the southeast corner of the City (see Figure 28). The alignment splits briefly mid-route using Central Avenue NB and Tracy Boulevard SB between Schulte Road and Valpico Road. The eastern terminus is a clockwise loop through Hidden Lake, east of MacArthur Drive. Route C is divided into five key segments for analysis:

- 11th Street running east-west between Downtown Tracy and Corral Hollow Road.

- Corral Hollow Road running north-south between 11th Street and Schulte Road.
Schulte Road running east-west between Central Avenue and Corral Hollow Road. This segment partly overlaps Route D.
- Central Avenue (NB) and Tracy Road (SB) running north-south between Schulte Road and Valpico Road. The Central Avenue segment overlaps Routes D and F.
- Valpico Road east of Tracy Boulevard to the Hidden Lake Community east of MacArthur Drive. This area is also covered by Route F using a similar alignment.

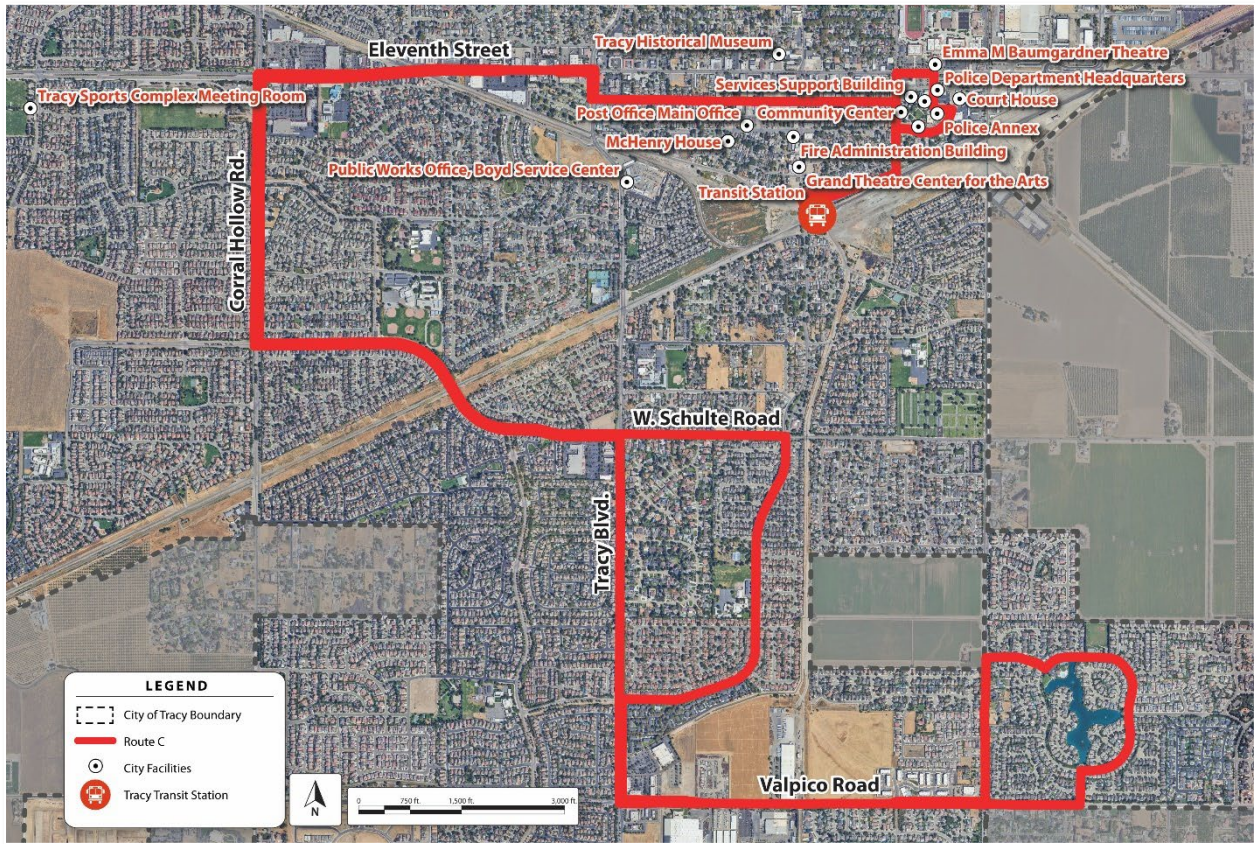


Figure 28. TRACER Route C Map

Route C operates a single bus for a total of 2,966 revenue hours per year including 10 daily revenue hours on weekdays and eight (8) daily revenue hours on Saturdays – generating an average of 70 daily customer boardings or 7.24 boardings per revenue hour. Figure 31 and Table 18 show monthly ridership by passenger type for Route C during FY 2023-24. A total of 21,483 riders boarded Route C in FY 2023-24, including 5,017 adults (23 percent), 10,676 students (50 percent), 4,957 seniors (23 percent), 520 ADA (2 percent), and 313 free rides (1 percent).

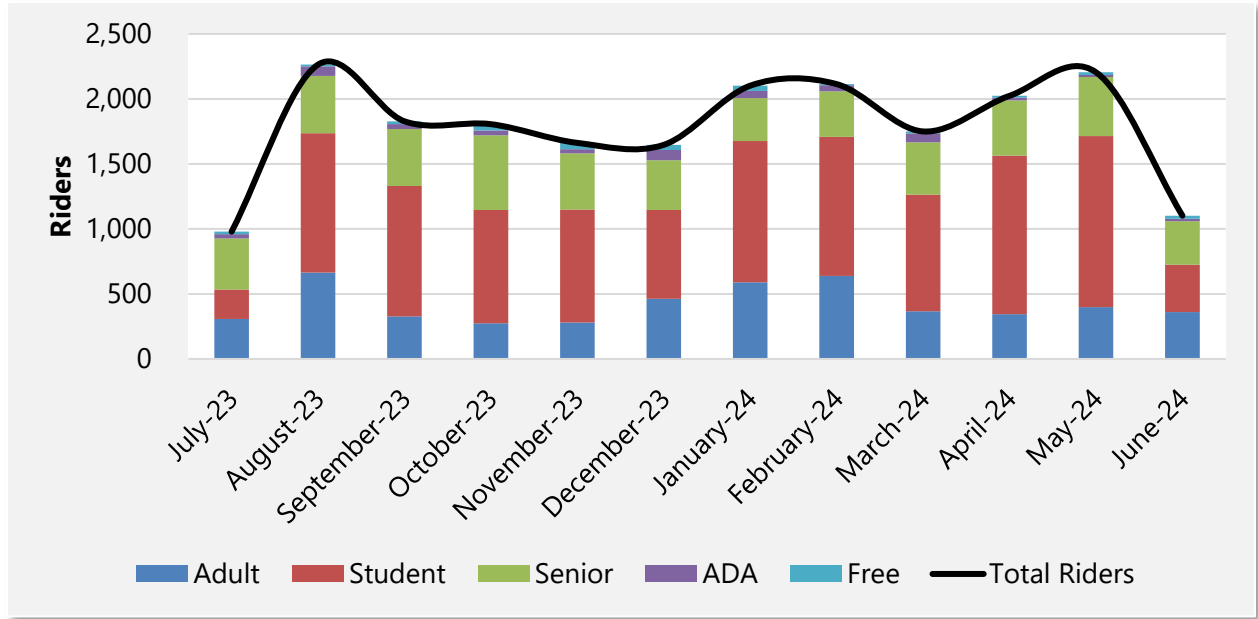


Figure 29. Route C – Monthly Ridership by Passenger Type (FY 2023-24)

Table 18: Route C – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	307	227	393	33	19	979
August-23	665	1,072	440	74	13	2,264
September-23	327	1,003	438	39	21	1,828
October-23	274	872	574	37	49	1,806
November-23	280	869	433	31	49	1,662
December-23	463	683	382	79	40	1,647
January-24	590	1,086	330	55	41	2,102
February-24	639	1,069	351	47	8	2,114
March-24	367	897	402	69	15	1,750
April-24	345	1,219	425	21	14	2,024
May-24	399	1,315	455	16	20	2,205
June-24	361	364	334	19	24	1,102
Total	5,017	10,676	4,957	520	313	21,483

This route has historically shown low ridership across the day with selected trips spiking upward around school bell times (i.e., 7:30 am, 2:00 pm and 3:00 pm trips), as half of boardings on Route C are generated by students. In 2024 this route saw increasing ridership with small route changes.

4.3.4 Route D

Route D provides all-day service in one direction on a loop alignment covering a wide area of south and central-west Tracy (see **Figure 13**). Route D is divided into five key segments for analysis:

- Central Avenue (SB) between the Transit Station and Tracy Boulevard. This segment overlaps Routes C and F.
- The area south of Valpico Road including stops on Tracy Boulevard, Whispering Winds Drive, Middlefield Drive, and at the ACE train station. This segment overlaps Route F.
- Sycamore Parkway and Schulte Road between Tracy Boulevard and Corral Hollow Road. This segment partly overlaps Route C.
- Residential subdivisions west of Corral Hollow Road and south of Lowell Avenue.
- Lowell Avenue, Tracy Boulevard, Eaton Avenue and Holly Drive between Corral Hollow Road and Downtown Tracy. This segment overlaps Routes B, E and G.

Route D regular service operates as a clockwise loop with departures from the Tracy Transit Station every 30-40 minutes during the weekday morning commute periods (6:30 a.m. – 7:40 a.m.) and every 65 minutes from 9:00 am until 6:35 pm on weekdays and Saturdays. The Saturday schedule contains seven trips. All trips depart from and terminate at the Transit Station.

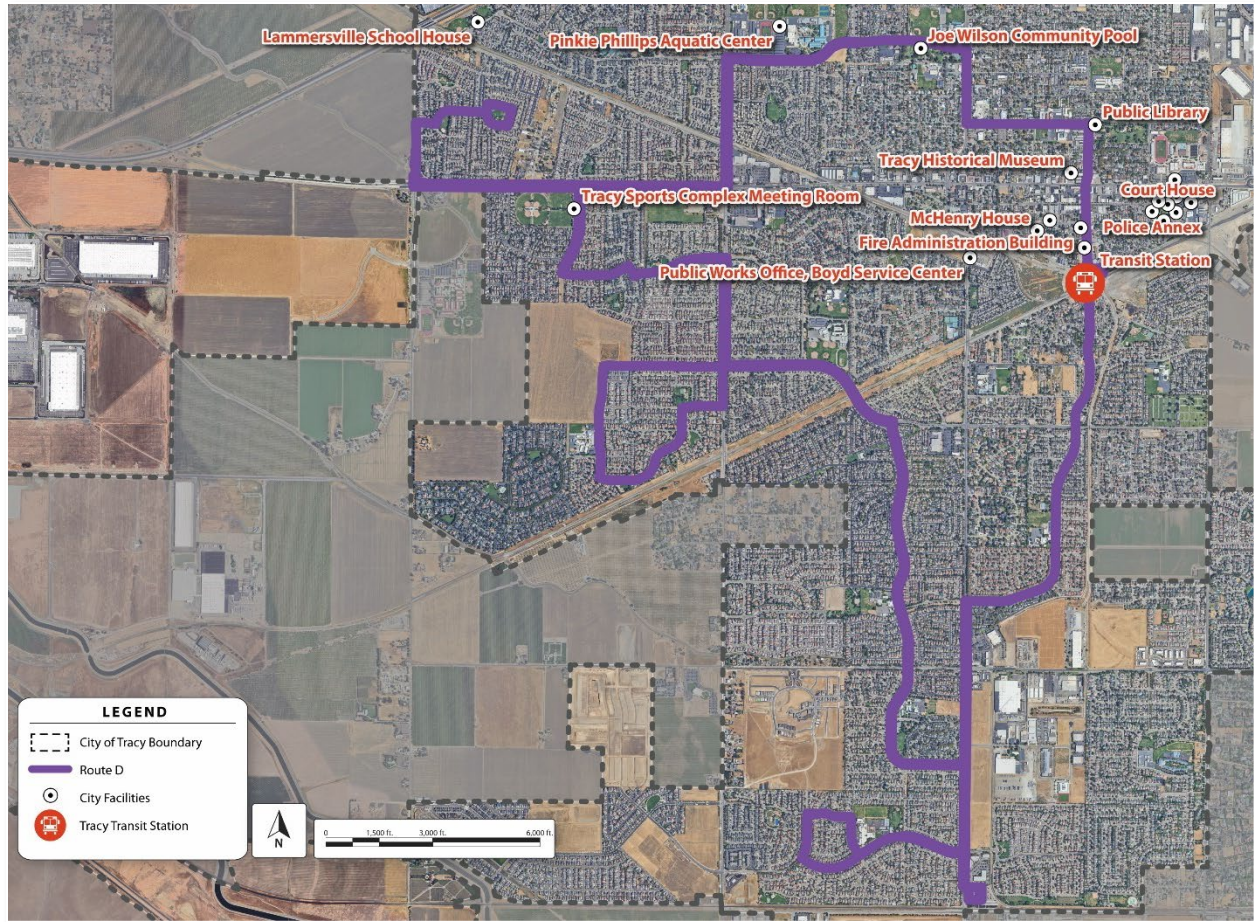


Figure 30. TRACER Route D Map

Route D operates with two buses during the peak commute periods and one bus at all other times for a total of 3,157 revenue hours per year including 10 daily revenue hours on weekdays and seven (7) daily revenue hours on Saturdays – generating an average of 41 daily customer boardings or four (4) boardings per revenue hour. Figure 33 and Table 19 show monthly ridership by passenger type for Route D during FY 2023-24. A total of 12,408 riders boarded Route D in FY 2023-24, including 2,202 adults (18 percent), 9,092 students (73 percent), 1,005 seniors (8 percent), 71 ADA (1 percent), and 38 free rides (less than 1 percent).

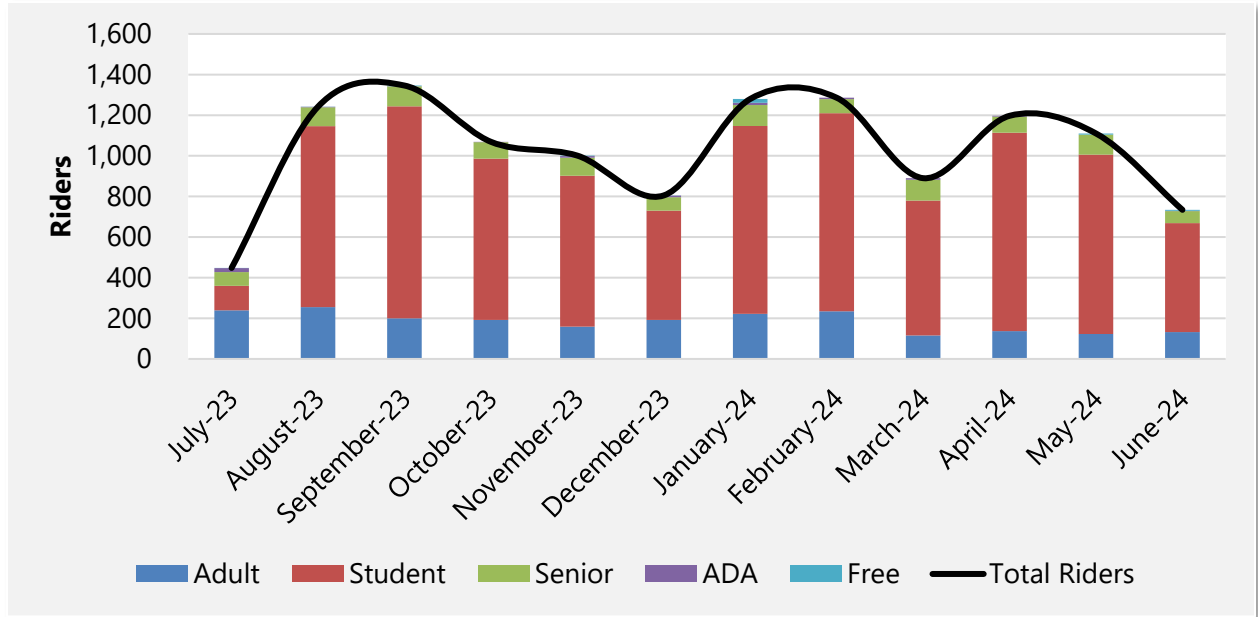


Figure 31. Route D – Monthly Ridership by Passenger Type (FY 2023-24)

Table 19: Route D – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	239	121	68	19	1	448
August-23	255	891	93	2	1	1,242
September-23	200	1,044	98	1	3	1,346
October-23	192	794	81	2	0	1,069
November-23	159	743	89	8	2	1,001
December-23	192	538	66	8	1	805
January-24	222	925	103	11	19	1,280
February-24	235	975	69	7	0	1,286
March-24	116	664	102	8	0	890
April-24	137	977	79	4	0	1,197
May-24	123	883	98	0	6	1,110
June-24	132	537	59	1	5	734
Total	2,202	9,092	1,005	71	38	12,408

The data shows higher ridership activity on the segments closest to Downtown Tracy and the Tracy Transit Station (15.1 percent of daily trip activity) and stops along Lowell Avenue (15 percent of daily trip activity) near Merril F. West High School. Activity is minimal along segments winding through mostly residential subdivisions. However, the Westgate residential subdivision route loop west of

Corral Hollow Road generates approximately 21 percent of daily trip activity along Route D, including the 11th Street / Lammers Road and Antonio Loop stop locations.

4.3.5 Route E

Route E provides peak-only commute service on a loop alignment covering a wide area of north Tracy. One morning trip departing from the Transit Station at 7:35 a.m. operates counterclockwise via East Street, MacArthur Drive, Grant Line Road, Holly Drive, Kavanaugh Avenue, Corral Hollow Road, Orchard Parkway, Lowell Avenue, Tracy Boulevard, Eaton Avenue, Holly Drive, and Central Avenue. Three afternoon trips departing at 1:25 pm (Mondays only), 2:30 pm, and 3:50 pm operate in the opposite (clockwise) direction.

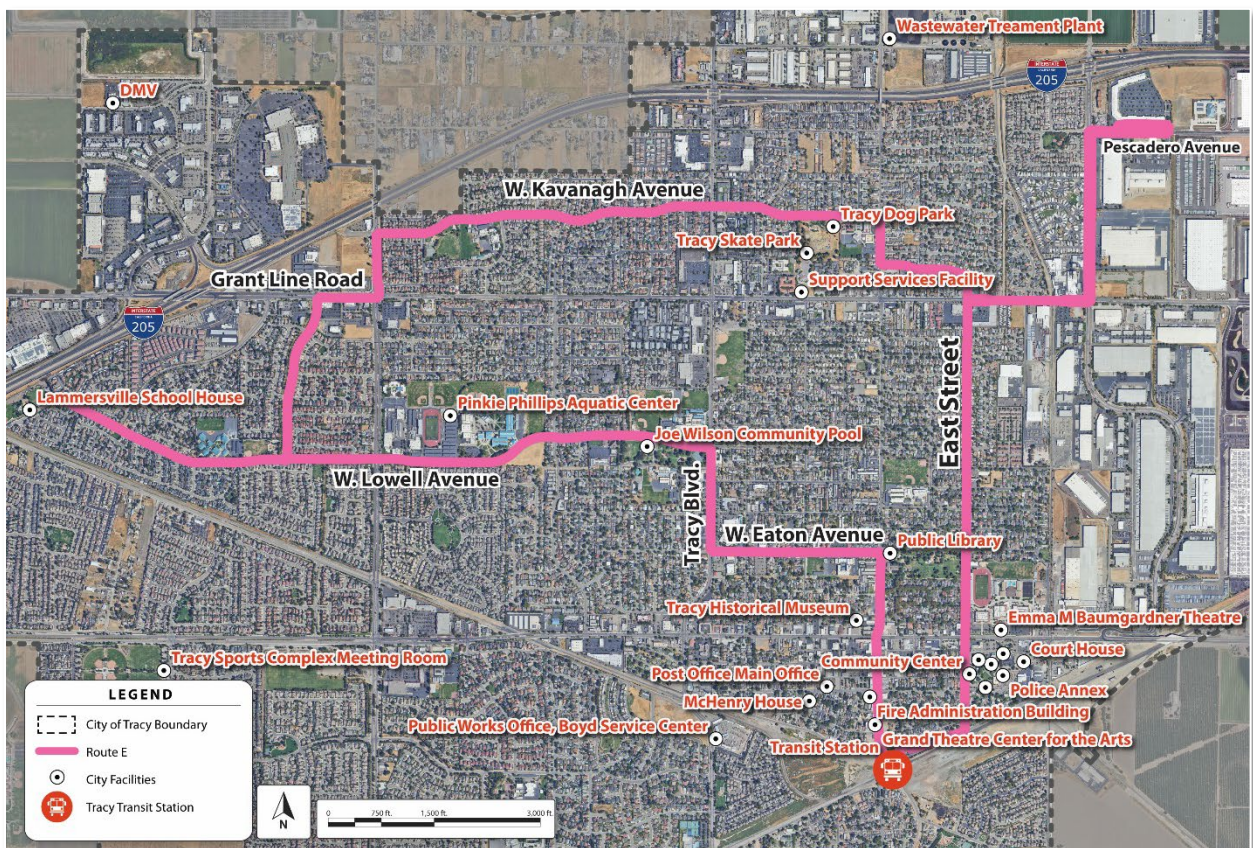


Figure 32. Route E Map

Route E significantly overlaps other TRACER and RTD routes; notably:

- Route A on East Street between Downtown and Grant Line Road;
- Routes B and D on Lowell Avenue, Tracy Boulevard, and Holly Drive between Corral Hollow Road and Downtown;
- RTD Routes 90 and 97 on MacArthur Drive.

Route E operates a single bus for a total of 935 revenue hours per year including approximately four daily revenue hours on Mondays and three daily revenue hours Tuesdays through Fridays, which generates an average of 27 daily customer boardings or 7.43 boardings per revenue hour. Figure 35 and Table 20 show monthly ridership by passenger type for Route E during FY 2023-24. A total of 6,951 riders boarded Route E in FY 2023-24, including 398 adults (6 percent), 6,275 students (90 percent), 186 seniors (3 percent), 59 ADA (1 percent), and 33 free rides (less than 1 percent). Route E is primarily a school route with students generating more than 90 percent of all boardings in FY 2023-24, which also explains the drop in ridership during the months of June and July when school is generally not in session.

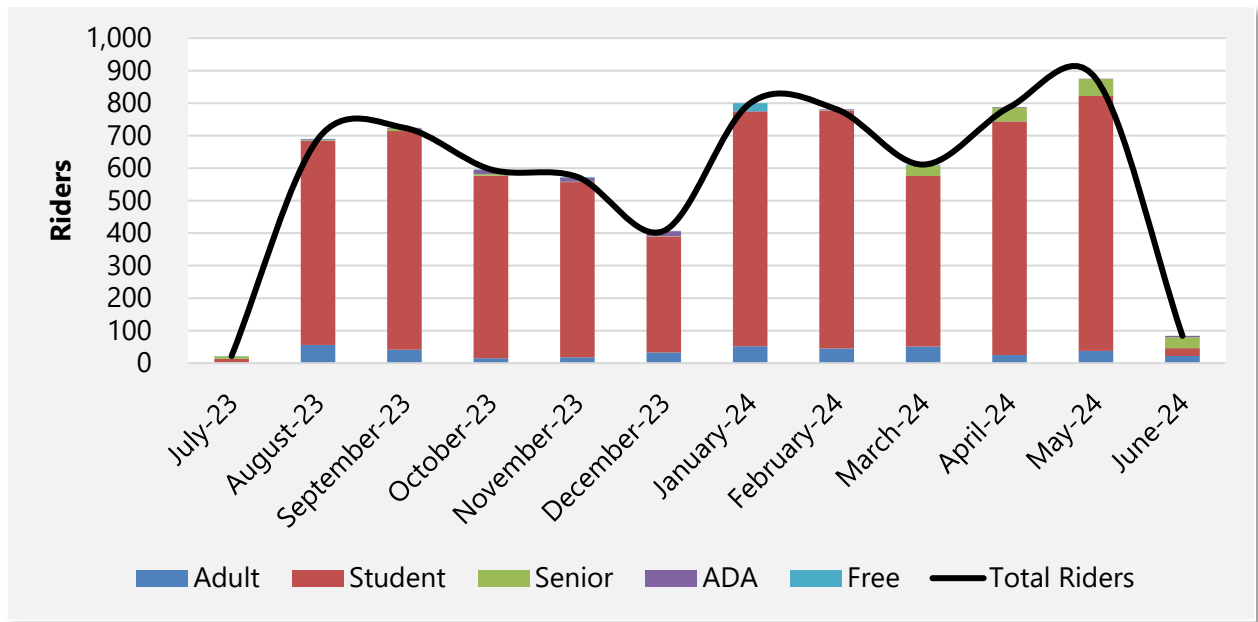


Figure 33. Route E – Monthly Ridership by Passenger Type (FY 2023-24)

Table 20: Route E – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	2	11	8	0	1	22
August-23	56	628	2	3	1	690
September-23	41	673	7	3	0	724
October-23	15	562	5	13	1	596
November-23	18	539	1	13	2	573
December-23	33	357	1	15	1	407
January-24	52	721	1	2	24	800
February-24	45	732	1	3	0	781
March-24	51	525	32	0	3	611
April-24	25	719	42	2	0	788

May-24	38	784	52	1	0	875
June-24	22	24	34	4	0	84
Total	398	6,275	186	59	33	6,951

Customers board primarily along Kavanaugh Avenue westbound and Lowell Avenue between the Chesapeake roundabout and Corral Hollow Road. Key destination stops include Lowell Avenue at Lincoln Boulevard for West High School students and Dr Powers Park for Monte Vista Middle School students. Non-school destinations include Sutter Hospital and the Tracy Transit Station. The northeastern loop of the route that provides access to the Shops at Northgate Village along MacArthur Drive and Pescadero Avenue generates approximately 32 percent of the route’s total daily activity, including stops at MacArthur Drive / Grant Line Road, MacArthur Drive / Pombo Square, and Northgate Village.

4.3.6 Route F

Route F provides peak-only commute service on a mostly loop alignment covering southeast Tracy connected to the Transit Station with bi-directional service on Central Avenue north of Schulte Road

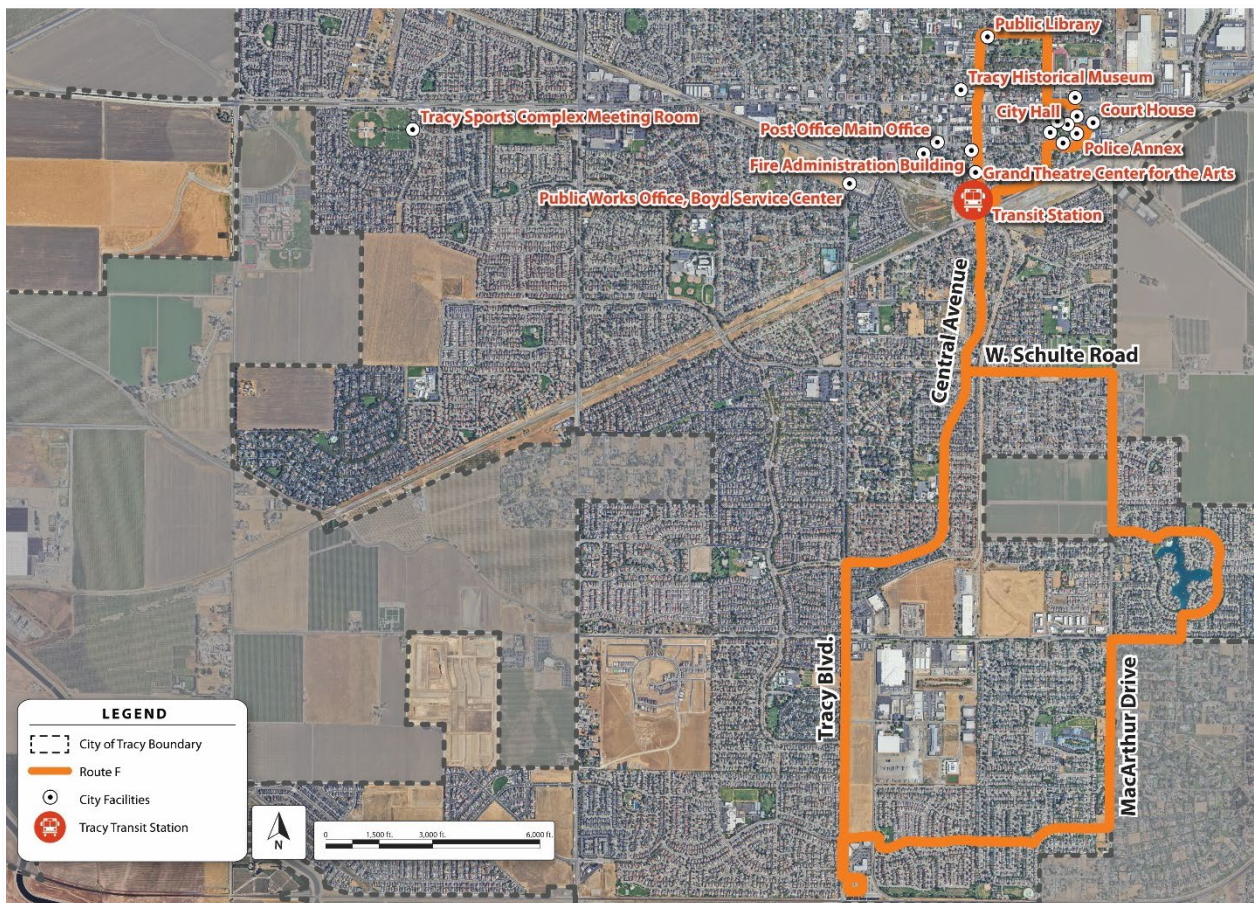


Figure 34. TRACER Route F Map

(see Figure 36). One morning trip departing from the Transit Station at 7:20 a.m. operates clockwise on the loop via Schulte Road, MacArthur Drive, Eastlake Drive, Eastlake Circle, Lakeview Drive, Valpico Road, MacArthur Drive, Glenbrook Drive, Brookview Drive, Tracy Boulevard to the ACE station and returning north on Tracy Boulevard and Central Avenue. Two afternoon trips depart at 2:30 pm (Mondays only) and 4:00 pm in the opposite (counterclockwise) direction.

Route F overlaps two other TRACER routes, notably:

- Route C in the Hidden Lake community; and,
- Routes C and D along Central Avenue and Tracy Boulevard between the Transit Station and Valpico Road.

Route F operates a single bus for a total of 701 revenue hours per year including 2.75 daily revenue hours on Mondays and 1.8 daily revenue hours Tuesdays through Fridays, which generates an average of 23 daily customer boardings or 8.33 boardings per revenue hour. Figure 37 and Table 21 show monthly ridership by passenger type for Route F during FY 2023-24. A total of 5,838 riders boarded Route F in FY 2023-24, including 173 adults (3 percent), 5,408 students (93 percent), 232 seniors (4 percent), 16 ADA (less than 1 percent), and 9 free rides (less than 1 percent). Route F is primarily a school route with students generating more than 93 percent of all boardings in FY 2023-24, which explains the drop in ridership during the months of June and July when school is generally not in session.

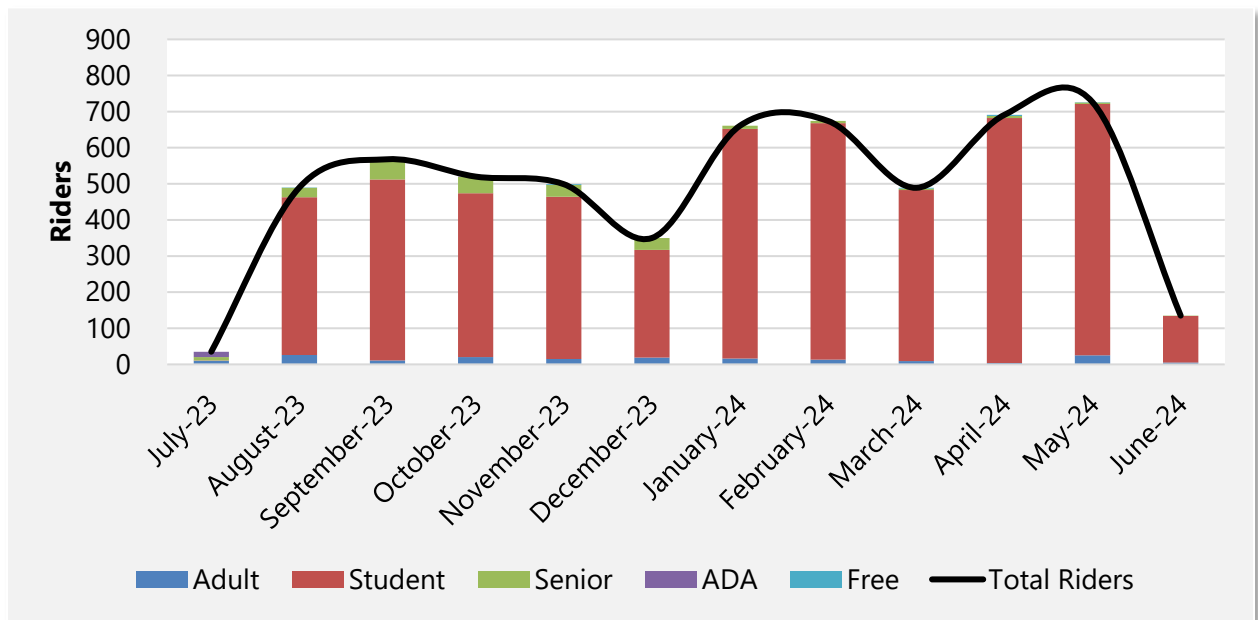


Figure 35. Route F – Monthly Ridership by Passenger Type (FY 2023-24)

Table 21: Route F – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	10	1	9	15	0	35
August-23	26	437	26	0	1	490
September-23	11	501	56	0	0	568
October-23	20	454	45	1	0	520
November-23	15	449	33	0	2	499
December-23	19	298	33	0	0	350
January-24	16	636	9	0	0	661
February-24	13	655	6	0	0	674
March-24	9	474	4	0	2	489
April-24	4	678	6	0	3	691
May-24	25	696	4	0	1	726
June-24	5	129	1	0	0	135
Total	173	5,408	232	16	9	5,838

The data shows higher ridership activity on the segments closest to Downtown Tracy, the Tracy Transit Station, and Tracy High School accounting for approximately half of the daily trip activity along Route F. Activity is minimal along segments winding through mostly residential subdivisions, especially near the Hidden Lake residential neighborhood which overlaps with Route C.

4.3.7 Route G

Route G provides afternoon peak commute service only on a loop alignment covering a wide area of south and central-west Tracy (see **Figure 36**). Two afternoon trips depart from the Tracy Transit Station at 2:30pm (Mondays only) and 3:45 p.m. (Monday through Friday).

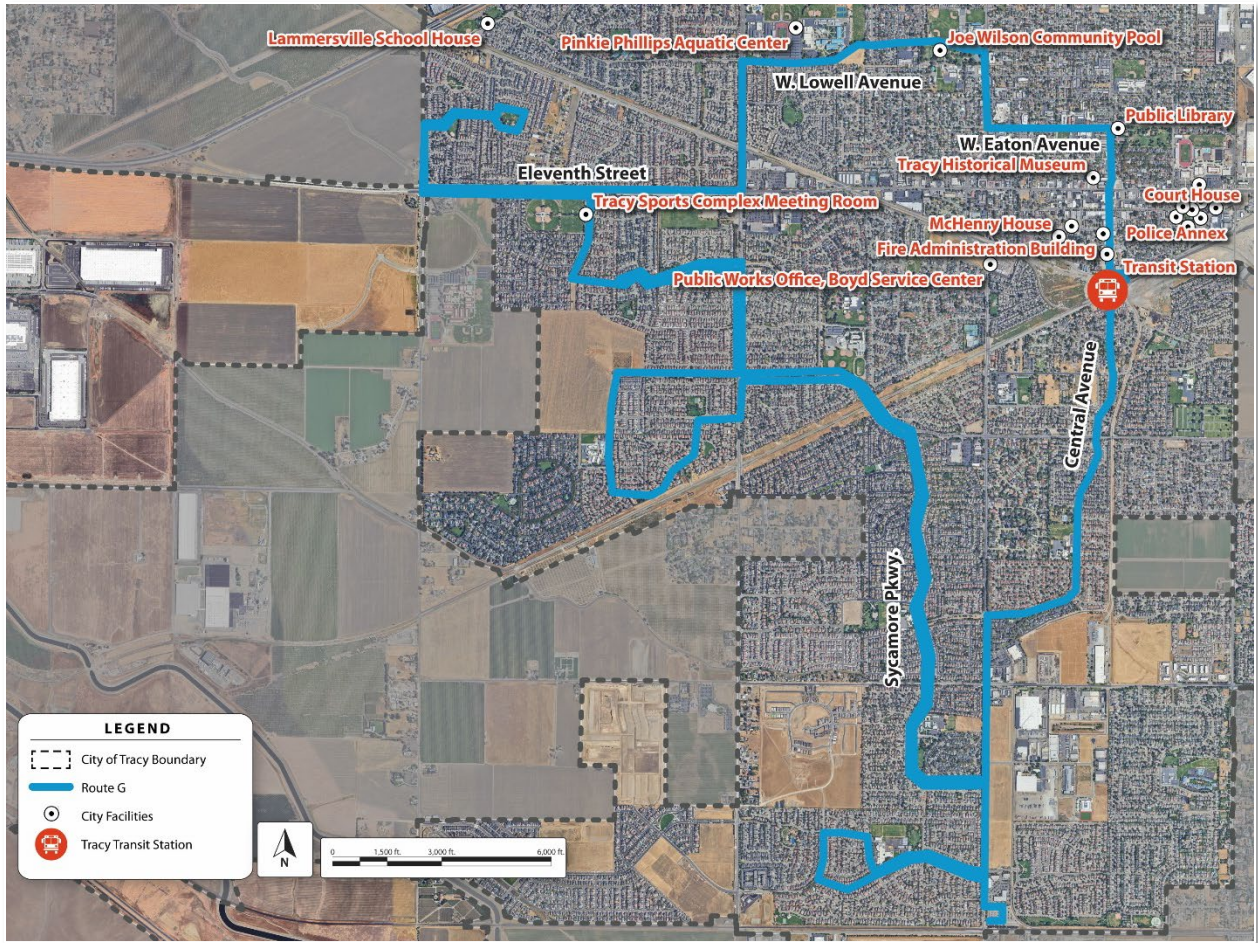


Figure 36. TRACER Route G Map

Route G overlaps with Route D and operates a single bus for a total of 425 revenue hours per year, including 1.67 daily revenue hours on Mondays and 0.8 daily revenue hours Tuesdays through Fridays, which generates an average of 19 daily customer boardings or 11.42 boardings per revenue hour. Figure 39 and Table 22 show monthly ridership by passenger type for Route G during FY 2023-24. A total of 4,852 riders boarded Route G in FY 2023-24, including 110 adults (2 percent), 4,728 students (97 percent), 4 seniors (less than 1 percent), 6 ADA (less than 1 percent), and 4 free rides (less than 1 percent). Route G is primarily a school route with students generating more than 97 percent of all boardings in FY 2023-24, which also explains the drop in ridership during the months of June and July when school is generally not in session.

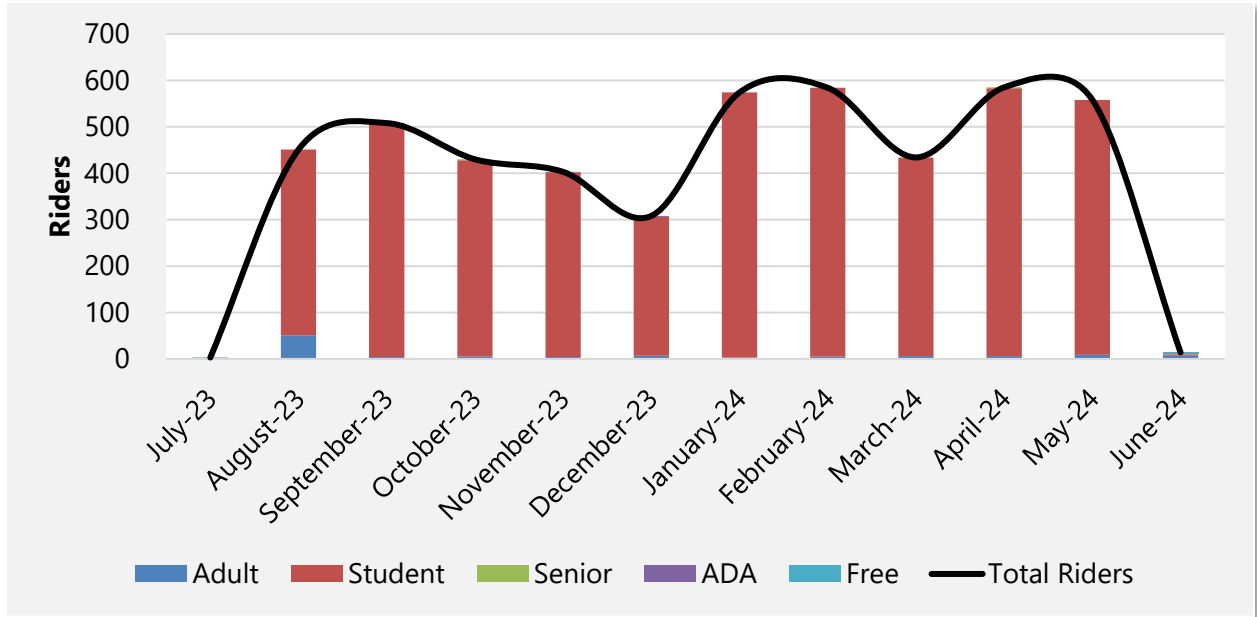


Figure 37. Route G – Monthly Ridership by Passenger Type (FY 2023-24)

Table 22: Route G – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	3	0	0	0	0	3
August-23	51	400	0	0	0	451
September-23	4	502	0	2	0	508
October-23	5	423	2	0	0	430
November-23	4	398	0	1	0	403
December-23	7	299	0	2	0	308
January-24	3	571	0	0	0	574
February-24	5	579	0	0	0	584
March-24	6	427	0	1	0	434
April-24	6	577	2	0	0	585
May-24	9	549	0	0	0	558
June-24	7	3	0	0	4	14
Total	110	4,728	4	6	4	4,852

The data shows higher ridership activity at stops located near schools, including Lowell Avenue / Lincoln Boulevard near Merrill F. West High School (13.8 percent of daily trip activity), and Sycamore Parkway / Hirsch School (10 percent of daily trip activity). Activity is minimal along segments winding through mostly residential subdivisions. However, the Westgate residential subdivision route loop west

of Corral Hollow Road generates approximately 44 percent of daily trip activity along Route G, including the 11th Street / Lammers Road (inbound and outbound) and Antonio Loop stop locations.

4.3.8 Route H

Route H was put into operation in August 2023 to primarily serve the Tracy Hills and Ellis subdivisions. It provides peak-only commute service on a mostly loop alignment with a single morning trip departing the Coriander Street / Tracker Place stop at 7:50 a.m., operating along Eleventh Street, Lammers Road, Corral Hollow Road, Tracy Boulevard, and Central Avenue before completing the trip at the Tracy Transit Station at 8:50 a.m. Two afternoon trips depart the Tracy Transit Station at 2:30 p.m. (Mondays only) and 3:50 p.m. (Monday through Friday), operating along Eleventh Street, Lammers Road, Corral Hollow Road, Whispering Wind Drive, Tracy Boulevard, and Central Avenue before returning to the Tracy Transit Station.

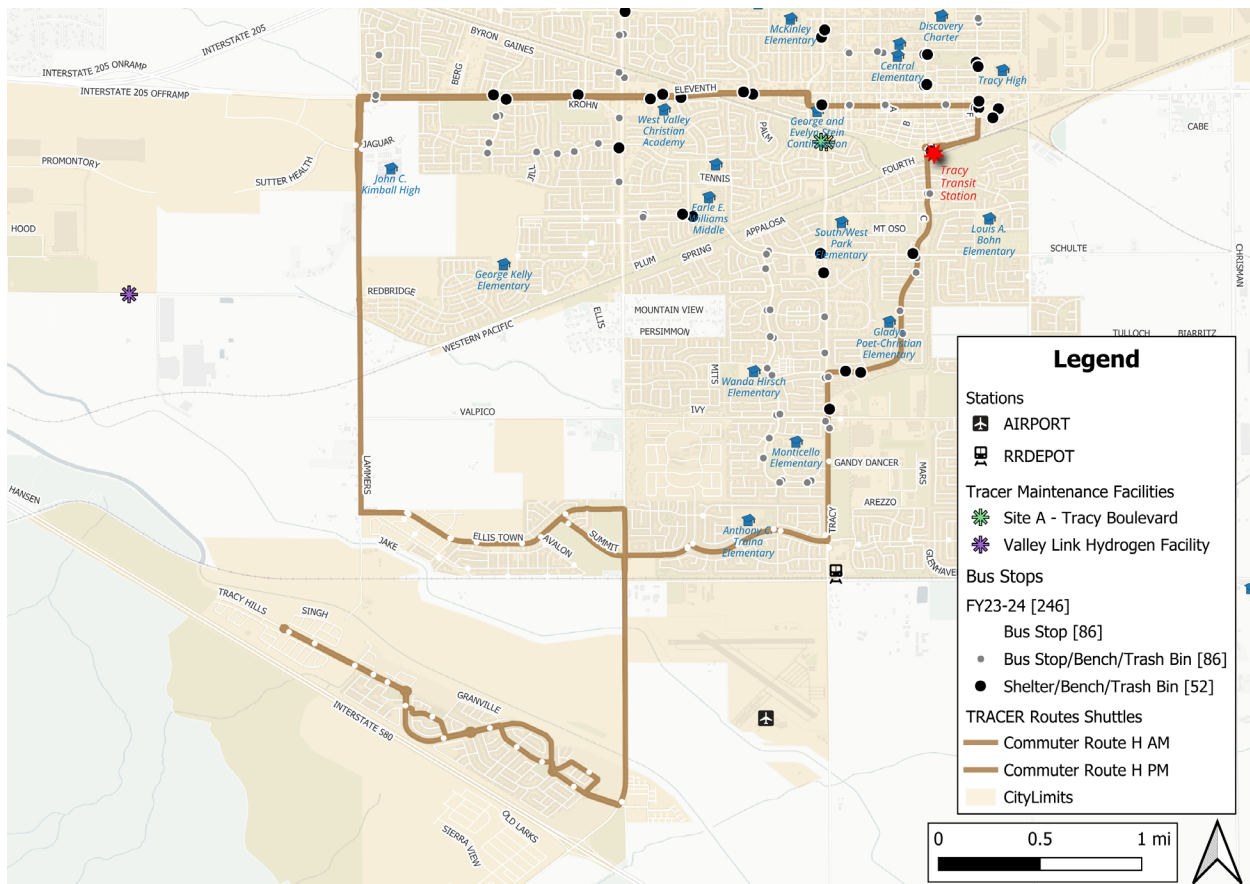


Figure 38. TRACER Route H Map

Route H operates a single bus for a total of 561 revenue hours per year, including three daily revenue hours on Mondays and two daily revenue hours Tuesdays through Fridays, which generates an average of 17 daily customer boardings or 7.81 boardings per revenue hour.

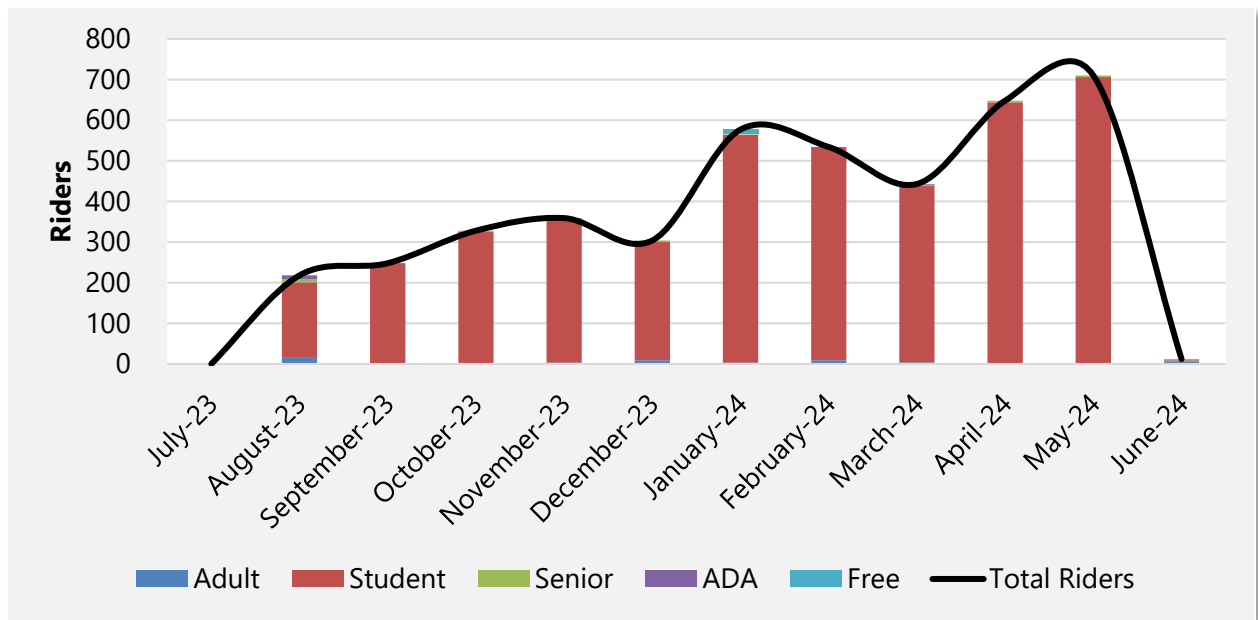


Figure 39. Route H – Monthly Ridership by Passenger Type (FY 2023-24)

Table 23: Route H – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	15	186	8	9	0	218
September-23	2	246	0	0	0	248
October-23	1	324	3	0	0	328
November-23	3	353	3	0	0	359
December-23	9	291	4	0	0	304
January-24	3	561	1	0	12	577
February-24	9	525	0	0	0	534
March-24	4	434	3	2	0	443
April-24	1	643	4	0	0	648
May-24	1	705	4	0	0	710
June-24	6	3	3	0	0	12
Total	54	4,271	33	11	12	4,381

The highest ridership activity occurs at the John C. Kimball High School stop location along Lammers Road (30.7 percent of trip activity); the Ellis Town residential neighborhood (21 percent of total trip activity), including the Ellis Town Drive / Village Green Park and Summit Drive / Jessica Way stop

locations; and the Tracy Hills residential neighborhood (17 percent of total trip activity), including the Coriander Street / Tracker Place and Ironstone Drive / Starcross Drive stop locations.

4.3.9 Fixed-Route Shuttle Services

TRACER also operates three fixed-route shuttle services, including the Arbor Shuttle, ACE Shuttle, and South Tracy Shuttle. Both the ACE and South Tracy Shuttles were started in August 2023 as a response to the Unmet Transit Needs process through SJCOG, in which over 100 comments were received regarding the desire for the service. The ACE Shuttle operates Monday through Friday, completing three outbound morning trips from the Coriander Street / Tracker Place stop departing at 5:15 a.m., 6:20 a.m., and 7:12 a.m. operating along Corral Hollow Road, Whispering Wind Drive, Tracy Boulevard, and Central Avenue before arriving at the Tracy Transit Station (see Figure 42). The ACE Shuttle also makes three outbound afternoon trips from the ACE Station to Coriander Street, departing the ACE Station at 5:18 p.m., 6:18 p.m., and 7:18 p.m.

The South Tracy Shuttle operates Monday through Saturday, completing three daily trips outbound from the Tracy Transit Station departing at 10:00 a.m., 12:30 p.m., and 3:30 p.m. operating along Central Avenue, Tracy Boulevard, Whispering Wind Drive, Ellis Town Drive, and Corral Hollow Road.

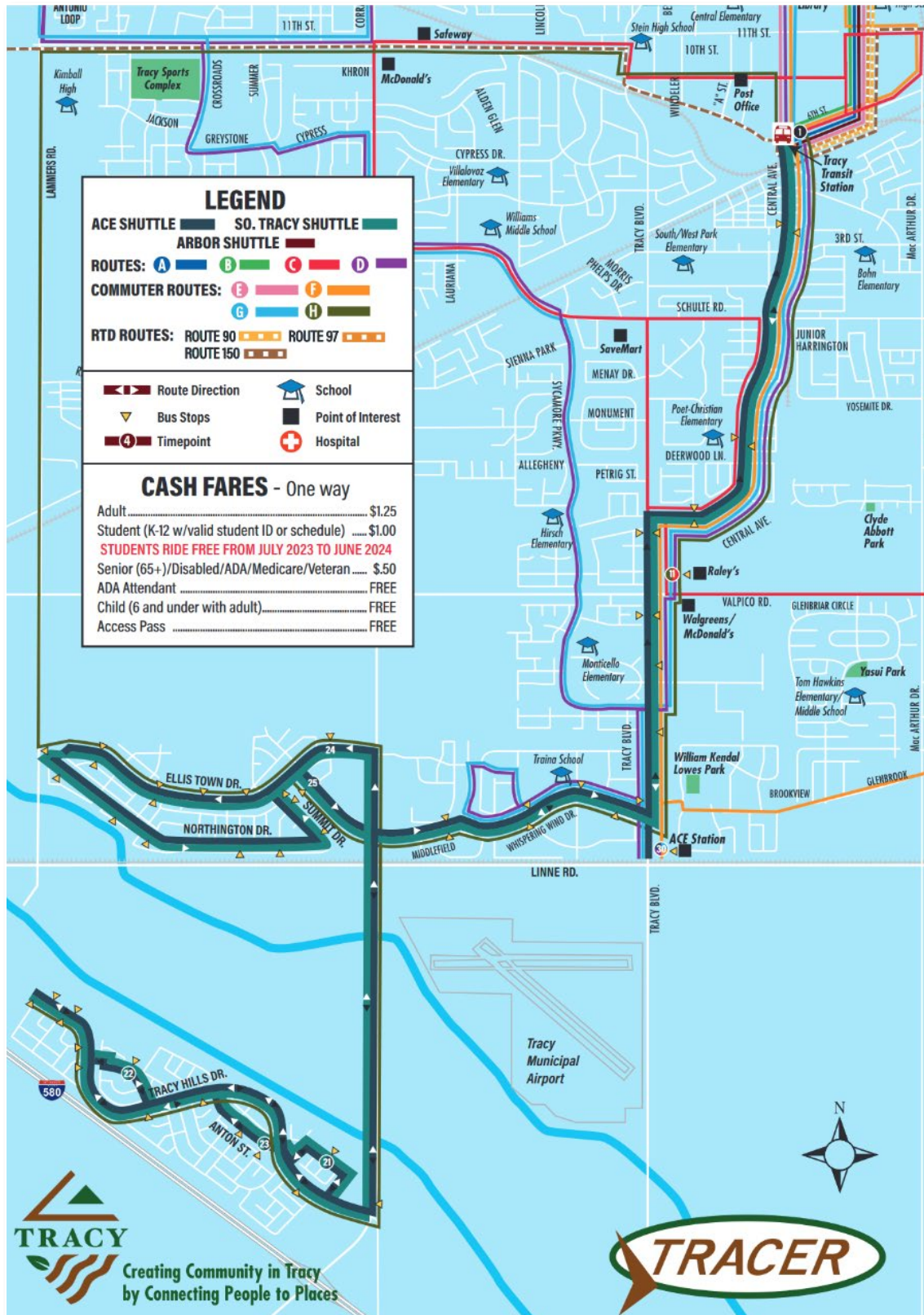


Figure 40. TRACER ACE and South Tracy Shuttle Routes Map

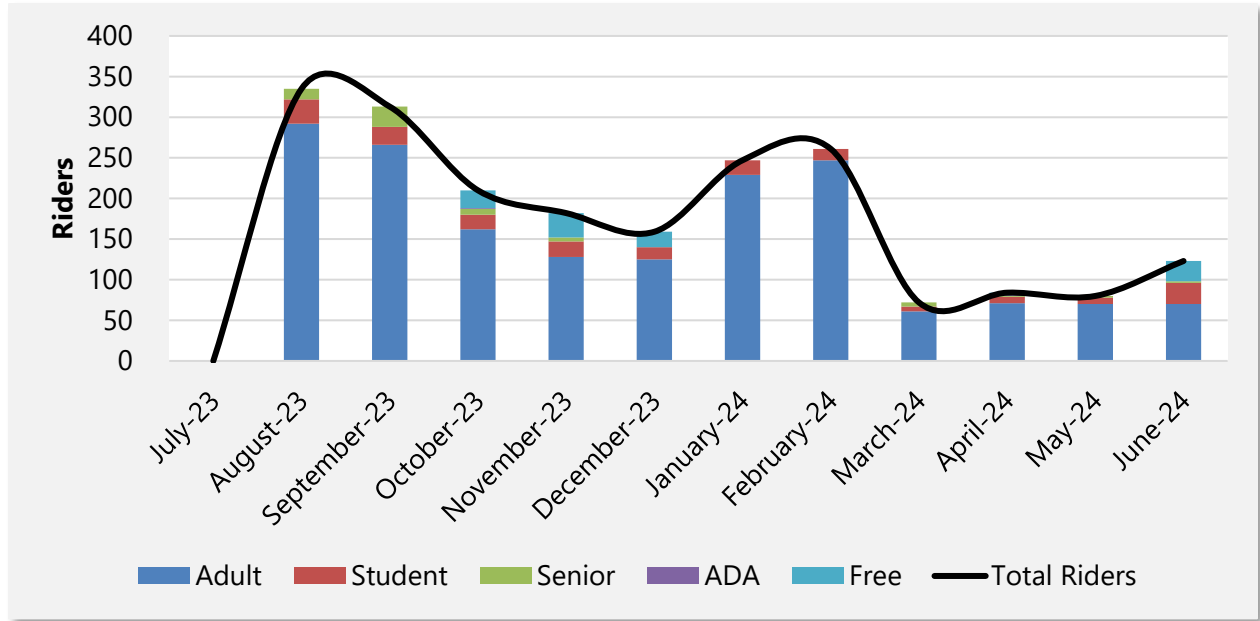


Figure 41. Ace Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 24: ACE Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	292	30	13	0	0	335
September-23	266	22	25	0	0	313
October-23	162	18	7	1	22	210
November-23	128	19	5	0	30	182
December-23	125	15	0	0	19	159
January-24	229	18	0	0	0	247
February-24	247	14	0	0	0	261
March-24	61	6	5	0	0	72
April-24	71	8	1	1	3	84
May-24	70	8	2	0	0	80
June-24	70	26	2	0	25	123
Total	1,721	184	60	2	99	2,066

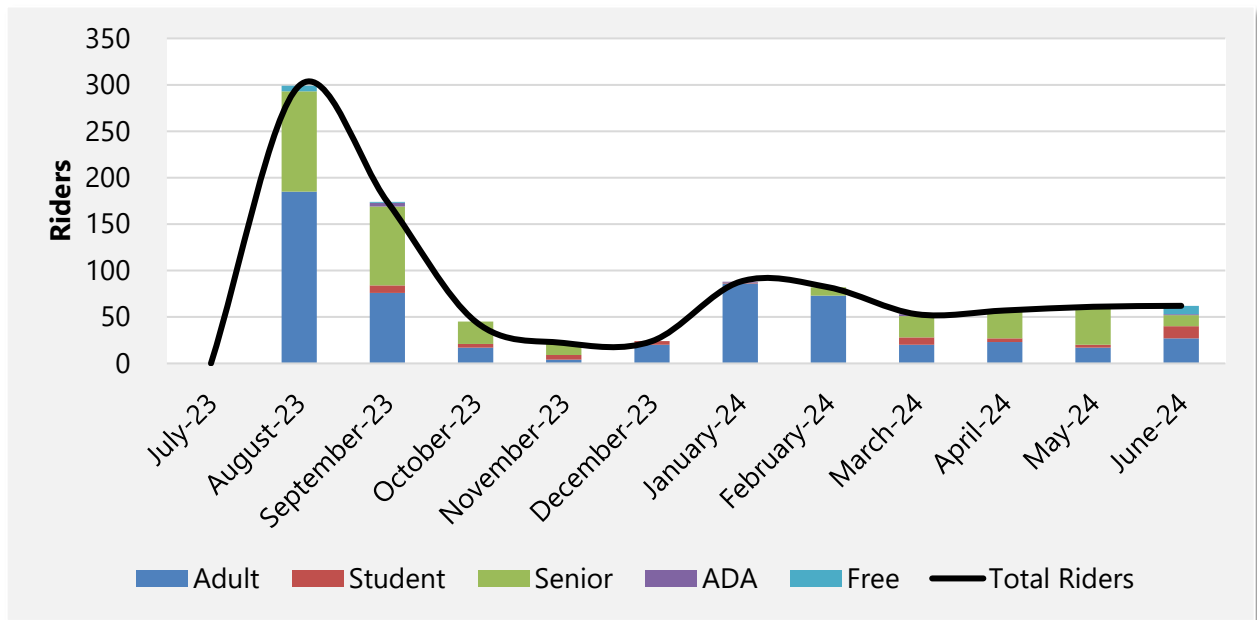


Figure 42. South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 25: South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	185	0	108	0	6	299
September-23	76	8	85	4	1	174
October-23	17	4	24	0	0	45
November-23	4	5	12	1	0	22
December-23	20	4	0	0	0	24
January-24	86	1	0	1	0	88
February-24	73	0	9	0	0	82
March-24	20	8	23	2	0	53
April-24	23	4	30	0	0	57
May-24	17	3	40	0	1	61
June-24	27	13	12	1	9	62
Total	548	50	343	9	17	967

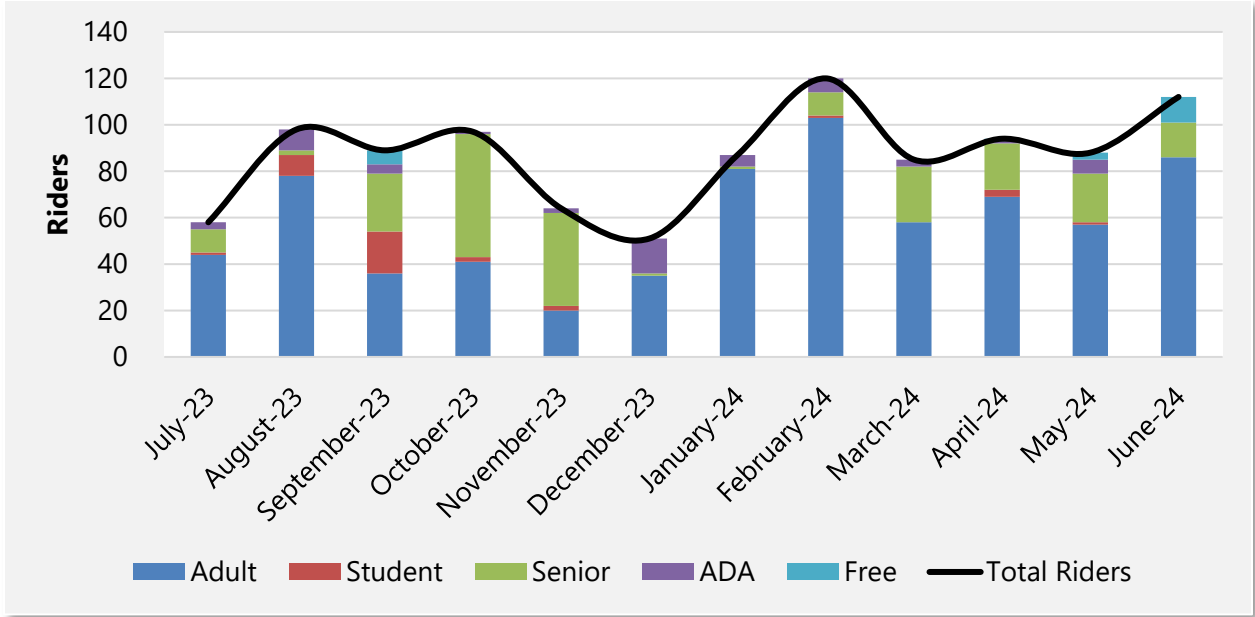


Figure 43. Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 26: Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	44	1	10	3	0	58
August-23	78	9	2	9	0	98
September-23	36	18	25	4	6	89
October-23	41	2	53	1	0	97
November-23	20	2	40	2	0	64
December-23	35	0	1	15	0	51
January-24	81	0	1	5	0	87
February-24	103	1	10	6	0	120
March-24	58	0	24	3	0	85
April-24	69	3	20	1	1	94
May-24	57	1	21	6	3	88
June-24	86	0	15	0	11	112
Total	708	37	222	55	21	1,043

4.3.10 Summary of Fixed Route System Analysis

Table 27 presents the annual operating statistics for the fixed-route system for fiscal years 2018 to 2022, including the total operating cost, fare revenue, net operating cost, annual boardings, revenue vehicle hours, revenue vehicle miles, and required number of peak vehicles for each fiscal year.

Table 27: Fixed-Route System – Annual Operating Statistics

FY	Total Operating Cost	Fare Revenue	Net Operating Cost	Annual Boardings	Revenue Vehicle Hours	Revenue Vehicle Miles	Peak Vehicles
2018	\$3,561,377	\$89,096	\$3,472,281	150,129	25,885	344,724	10
2019	\$3,138,827	\$88,738	\$3,050,089	114,001	23,622	272,622	10
2020	\$3,320,039	\$73,404	\$3,246,635	53,320	21,678	250,319	10
2021	\$3,359,660	\$44,465	\$3,315,195	83,759	22,845	264,472	10
2022	\$3,599,185	\$77,082	\$3,522,103	100,109	23,736	277,529	11

- The total operating cost increased by 1.1 percent from 2018 to 2021, and then by 7.1 percent from 2021 to 2022, reflecting the impact of the COVID-19 pandemic and the recovery efforts.
- The fare revenue decreased by 51.1 percent from 2018 to 2021, and then increased by 73.5 percent from 2021 to 2022, indicating the decline and rebound of ridership due to the pandemic and the easing of restrictions.
- The net operating cost increased by 24.2 percent from 2018 to 2021, and then by 6.2 percent from 2021 to 2022, showing the gap between the operating cost and the fare revenue.
- The annual boardings decreased by 64.5 percent from 2018 to 2020, and then increased by 57.1 percent from 2020 to 2021, and by 19.5 percent from 2021 to 2022, demonstrating the fluctuation of demand for the fixed-route system during and after the pandemic.
- The revenue vehicle hours decreased by 16.3 percent from 2018 to 2020, and then increased by 5.4 percent from 2020 to 2021, and by 4.9 percent from 2021 to 2022, reflecting the adjustment of service levels to match the ridership changes.
- The revenue vehicle miles decreased by 27.3 percent from 2018 to 2020, and then increased by 5.6 percent from 2020 to 2021, and by 5.2 percent from 2021 to 2022, indicating the variation of service distance to accommodate the changing ridership patterns.
- Although there has been substantial variability in the number of boardings and vehicle revenue hours and miles in the past five fiscal years, the required number of peak vehicles has remained constant throughout that period; increasing to 11 vehicles required at peak due to implementation of Route H in 2022.

Table 28 presents the key performance indicators for the fixed-route system for fiscal years 2018 to 2022, including the total cost per boarding, average fare, farebox recovery rate, net cost per boarding, net cost per revenue hour, boardings per revenue hour, and annual boarding per peak vehicle for each fiscal year.

Table 28: Fixed-Route System – Key Performance Indicators

FY	Total Cost per Boarding	Average Fare	Farebox Recovery Rate	Net Cost per Boarding	Net Cost per Revenue Hour	Boardings per Revenue Hour	Annual Boardings per Peak Vehicle
2018	\$23.72	\$0.59	2.50%	\$23.13	\$134.14	5.8	15,013
2019	\$27.53	\$0.78	2.83%	\$26.75	\$129.12	4.8	11,400
2020	\$62.27	\$1.38	2.21%	\$60.89	\$149.77	2.5	5,332
2021	\$40.11	\$0.53	1.32%	\$39.58	\$145.12	3.7	8,376
2022	\$35.95	\$0.77	2.14%	\$35.18	\$148.39	4.2	9,101

- The pre-pandemic period from 2018-2020: there was a notable increase in total cost per boarding, net cost per boarding, and net cost per revenue hour and a sharp decrease in boardings per revenue hour and annual boardings per week – which measure the productivity and efficiency of the system – demonstrating the impacts of the COVID-19 pandemic restrictions had on the fixed-route system.
- The post-pandemic period from 2020-2022: there was a mild decrease in total cost per boarding, net cost per boarding, and net cost per revenue hour and a moderate increase in boardings per revenue hour and annual boardings per peak vehicle, indicating a slight return of riders due to the easing of pandemic restrictions.
- The average fare increased during the pre-pandemic period from 2018 to 2020, then decreased during the pandemic from 2020 to 2021, and increased again during the post pandemic period from 2021 to 2022.
- The farebox recovery rate, which measures the proportion of operating expenses covered by fares, fluctuated between 1.32 percent and 2.83 percent throughout the period. The farebox recovery rate remains below the pre-pandemic peak of 2.83 percent but shows signs of recovery. However, TRACERS' average farebox recovery rate remains low compared to its peer

cities which range from 2.38 to 8.25 percent, including Grand Junction (8.25 percent), Lodi (2.38 percent), Porterville (8.05 percent), and Turlock (6.28 percent).¹²

4.4 TRACER Demand Response Services

Tracer Demand Response Services include TRACER's Paratransit service, subsidized Taxi service, and the recently implemented TRACER Plus which provides on-demand curb-to-curb shared-ride service within the City of Tracy.

4.4.1 TRACER Demand Response Service Goals

The 2019 SRTP introduced demand response service goals ("*Mobility Vision – A Way Forward*") addressing quality of life considerations as part of the City's efforts to ensure a healthy, connected, supportive environment for its residents. As a result, the following guiding principles were established to provide a foundation for recommended TRACER Paratransit service plan strategies:

- **Universal access** including accessible infrastructure.
- **Flexible mobility options** with a cost-effective mix of accessible shared-ride, public transportation services; and.
- **Maximize utility and investment** in accessible conventional transit (mobility management strategies) to encourage a shift from ADA paratransit to conventional public transit.

As a transit provider, TRACER has facilitated a more integrated approach between accessible conventional transit services and Paratransit services. TRACER has created a user-friendly, accessible conventional transit service that may provide additional mobility options for many Paratransit service registrants. TRACER's accessible public transit system provides a higher degree of trip making flexibility and facilitates greater travel spontaneity and independence. A truly accessible transit system can become the preferred choice for many people with a disability.

The longer-term vision is to move towards the concept of universal access to conventional public transit/mobility services. While preserving the integrity of Paratransit services for those with no alternatives, universal access to conventional transit services requires the need to address ancillary considerations including an accessible infrastructure, streetscape, audible signals, etc.

¹² Source: <https://ftis.org/iNTD-Urban/reports.aspx>; accessed July 2024. Florida Transit Information System (FTIS) integrated national transit database. Note: Vacaville, CA was identified as a peer city but eliminated fares during the COVID-19 pandemic and subsequent recovery period, and thus its farebox recovery rate was 0.0 percent in 2022.

4.4.2 TRACER Plus

TRACER Plus provides curb-to-curb, shared ride service for the general public within the City of Tracy. **Figure 26** shows the TRACER Plus service area. TRACER Plus is a shared ride service that groups riders by origin and destination points, routing vehicles as needed to meet all riders' needs. TRACER Plus requires riders to schedule pick-up times and will pick-up riders within 20 minutes from the *Ready Time* negotiated (up to 10 minutes prior and 10 minutes after). This service is provided Monday through Thursday from 4:00 a.m. to 7:00 a.m. and 6:30 p.m. to 10:00 p.m., Fridays from 4:00 a.m. to 7:00 a.m. and 6:30 p.m. to 11:00 p.m., Saturdays from 6:00 a.m. to 9:00 a.m. and 6:30 p.m. to 11:00 p.m., and from 8:00 a.m. to 10:00 p.m. on Sundays.

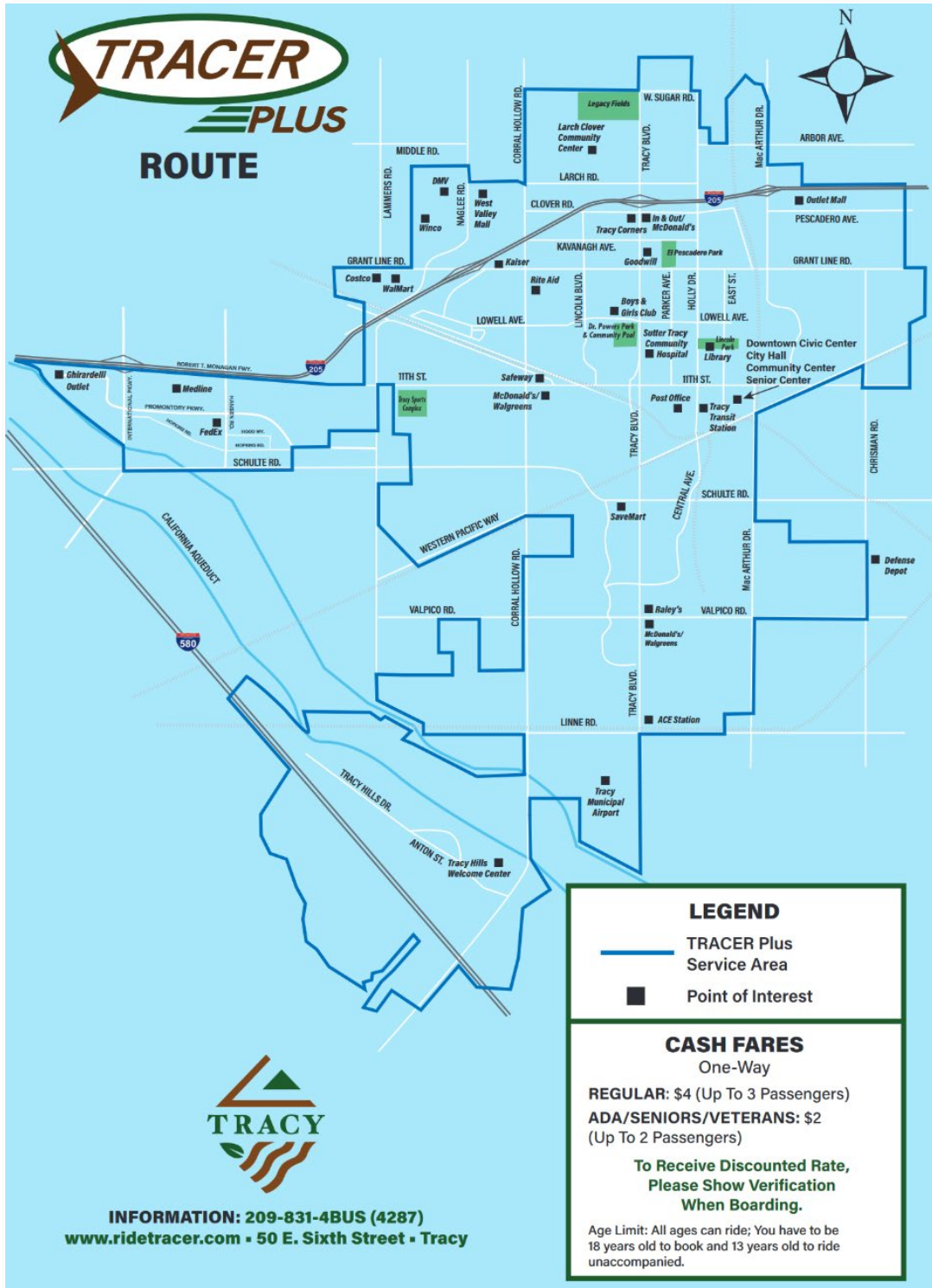


Figure 44. TRACER Plus Service Area Map

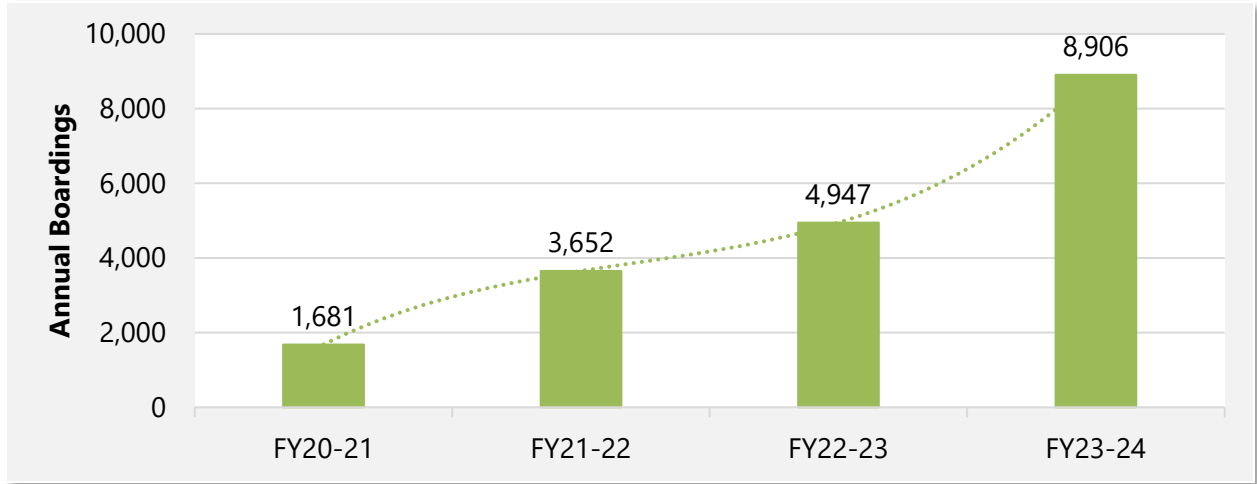


Figure 45. TRACER Plus Annual Riders

The City of Tracy has not established specific performance metrics for the TRACER Plus service, which will subsequently be addressed in Task 5. Since TRACER Plus service implementation in Fiscal Year 2020-21, ridership has steadily increased each year with 3,652 annual riders (0.04 per capita) in Fiscal Year 2021-22, 4,947 annual riders (0.05 per capita) in Fiscal Year 2022-23, and 8,906 annual riders in FY 2023-24, a 430 percent increase over four years (see Figure 47).

Figure 48 shows the TRACER Plus annual riders per vehicle revenue hour has also increased each year since service was implemented in the Fiscal Year 2020-21. The initial service year generated just 1.01 riders per revenue hour in FY2020-21, which increased to 1.32 riders per revenue hour in FY 2021-22, a 200 percent increase in just one year. However, the efficiency of TRACER Plus appears to have leveled off in FY 2022-23 and FY 2023-24 as TRACER Plus generated 1.33 and 1.37 riders per revenue hour, respectively.

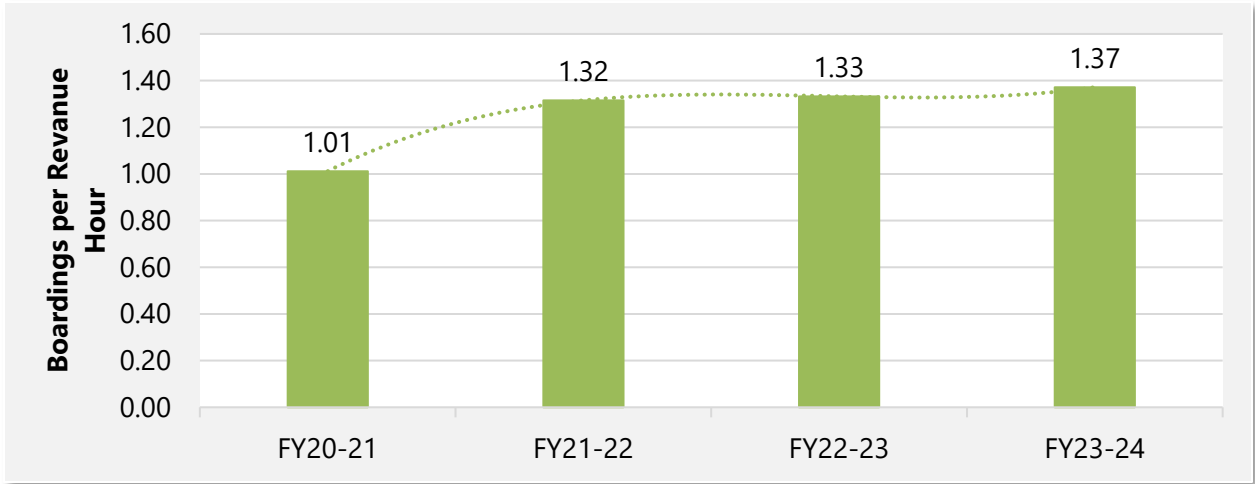


Figure 46. TRACER Plus Riders per Revenue Hour

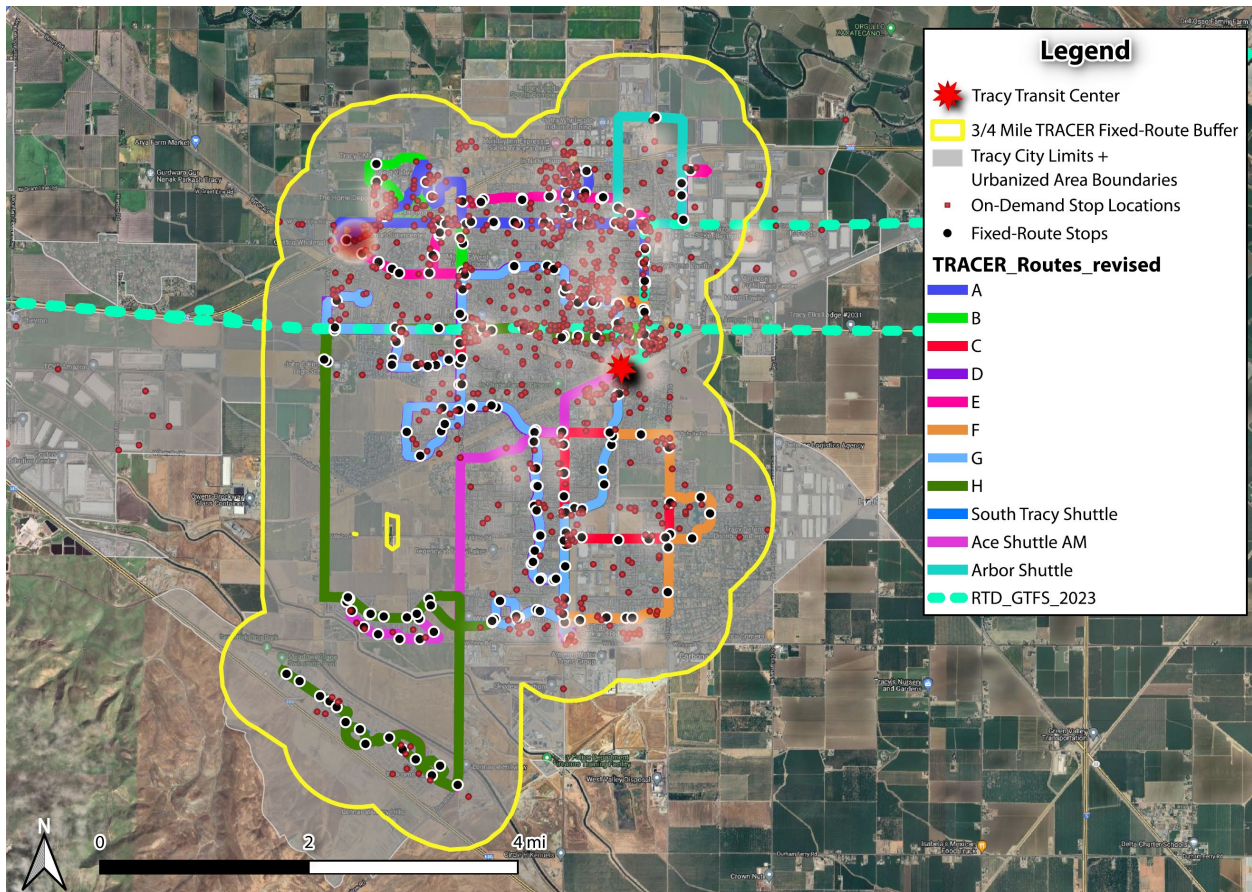


Figure 47. TRACER Plus Boarding and Alighting Hot Spots.

Figure 49 shows the location of higher intensity boarding and alightings by TRACER Plus users during FY23/24. The highest demand locations included:

- Walmart Super Center
- Tracy Transit Station
- ACE Tracy Train Park and Ride
- Veterans Park
- Amazon Distribution Center

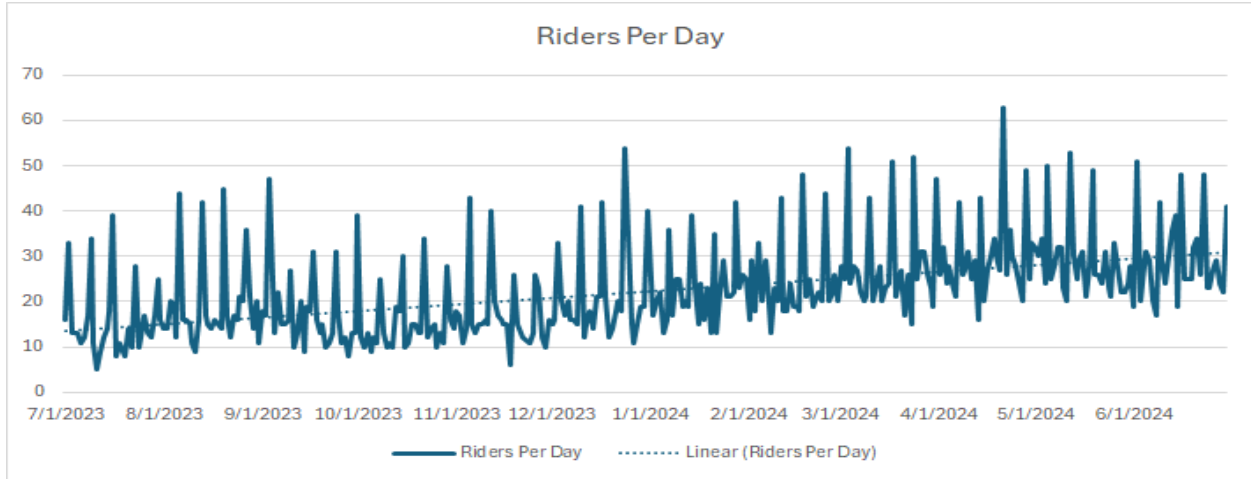


Figure 48. TRACER Plus Riders Per Day FY23/24

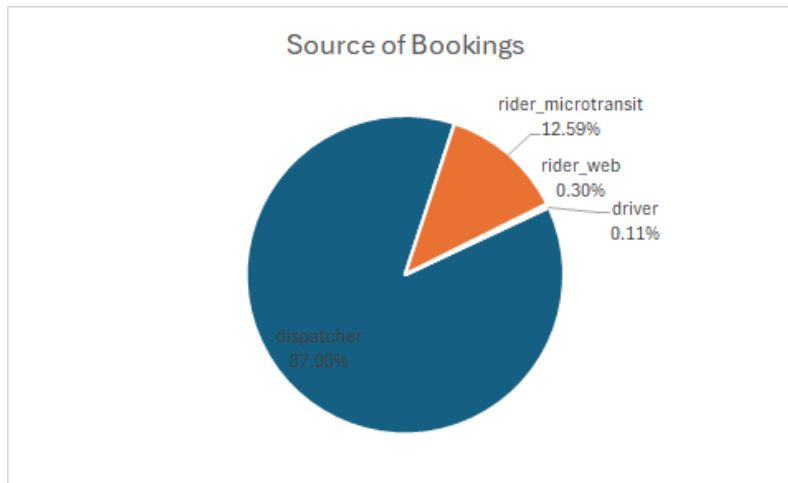


Figure 49. TRACER Plus Source of Bookings

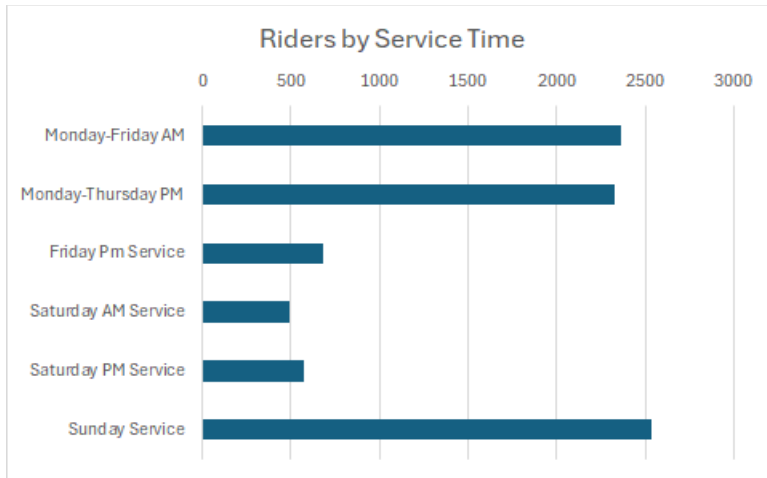


Figure 50. TRACER Plus Riders by Service Time.

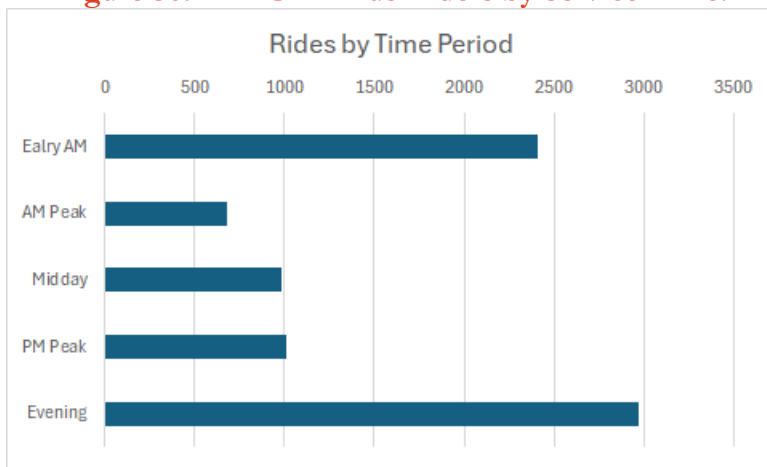


Figure 51. TRACER Plus Rides by Time Period.

The ridership trends for TRACER Plus show that average daily ridership has doubled over the last fiscal year (FY2023-24). Additionally, ridership is the lowest during Saturday service times, and ridership is the highest during the Early AM and Evening periods.

4.4.3 TRACER Paratransit

The City offers the TRACER Paratransit service for Disabled/ADA, Medicare recipients, and Seniors (65+). The service provided is door-to-door and operates for the same hours as the TRACER Fixed-Route. Drivers assist passengers with packages as needed/requested. The Paratransit service is scheduled and dispatched out of the Tracy Transit Station. The service is available during the normal operating hours of the Fixed Route service. When the TRACER Paratransit is not operating, a Subsidized Taxi service is available, although since the implementation of TRACER Plus, more paratransit riders have opted to use that service in the off hours.

Effective, October 1st, 2018, Access San Joaquin has conducted the TRACER ADA Paratransit Certification process. Access San Joaquin is a Consolidated Transportation Services Agency (CTSA)

formed by multiple transit operators in San Joaquin County, its primary goal is to improve the quality of transportation services to low mobility groups such as seniors and people with disabilities.

ADA-eligible customers may make reservations for same-day service and up to seven days in advance of desired travel. Reservations are accepted by telephone between 8:00 am and 6:00 pm on weekdays, and between 10:00 am and 4:00 pm on Saturdays. At all other times, customers may leave a message requesting next-day service.

The City's contractor, MTM Transit, is responsible for all operational and service delivery functions including call-taking/reservations, scheduling, and dispatch/trip management. MTM Transit utilized Reveal scheduling software for trip bookings, scheduling, and data management.

The TRACER Paratransit Service area is presented in Figure 54.

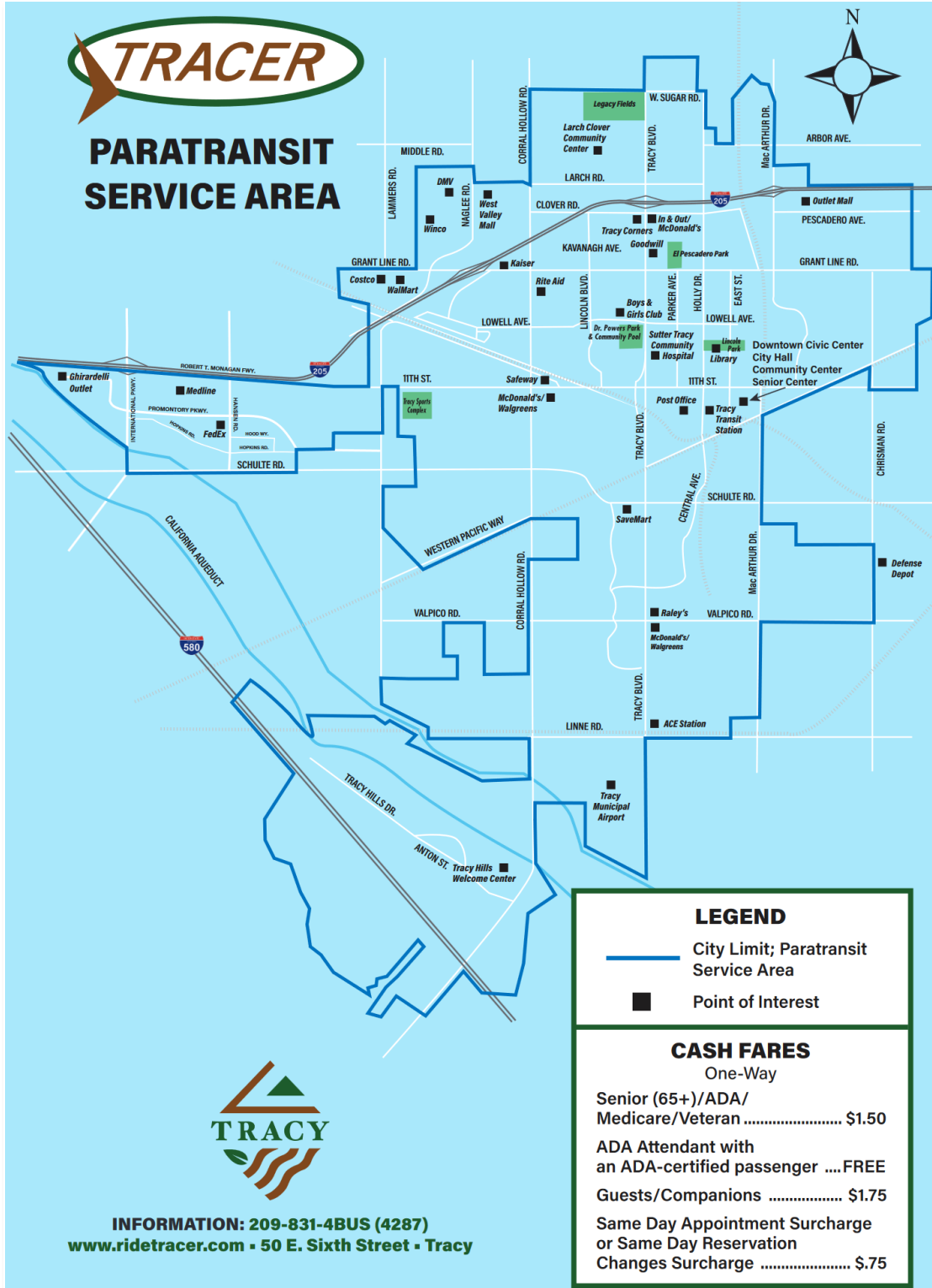


Figure 52. TRACER Paratransit Route Map

Figure 55 shows TRACER Paratransit service has shown a rebound in ridership with 21,259 total annual riders in Fiscal Year 2023-24, an 89 percent increase from the COVID-19 pandemic low of 11,230 annual riders in Fiscal Year 2020-21 and a 32 percent increase from the previous Fiscal Year 2022-23.

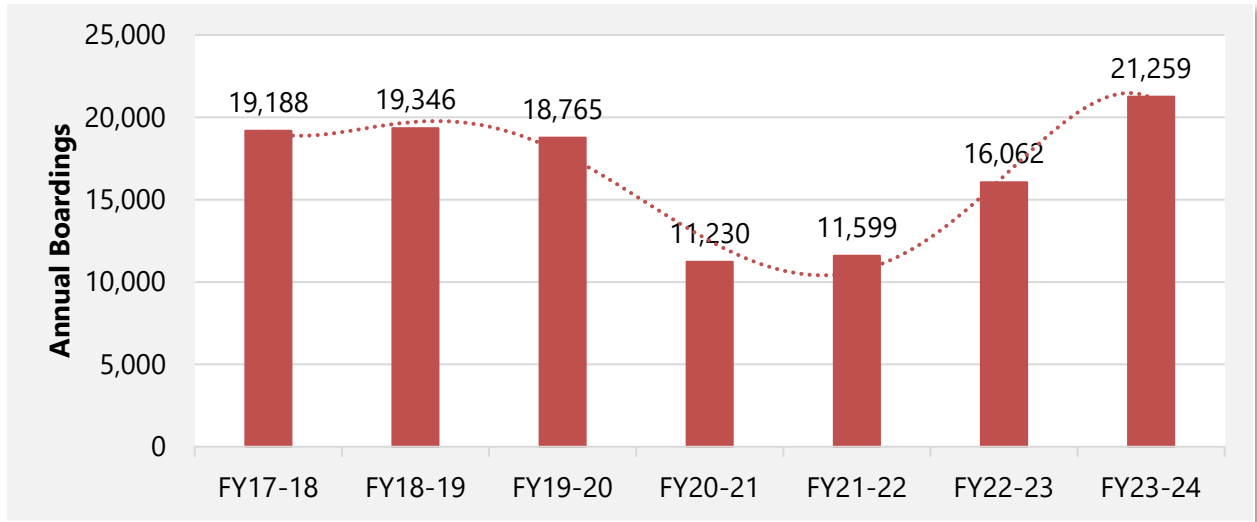
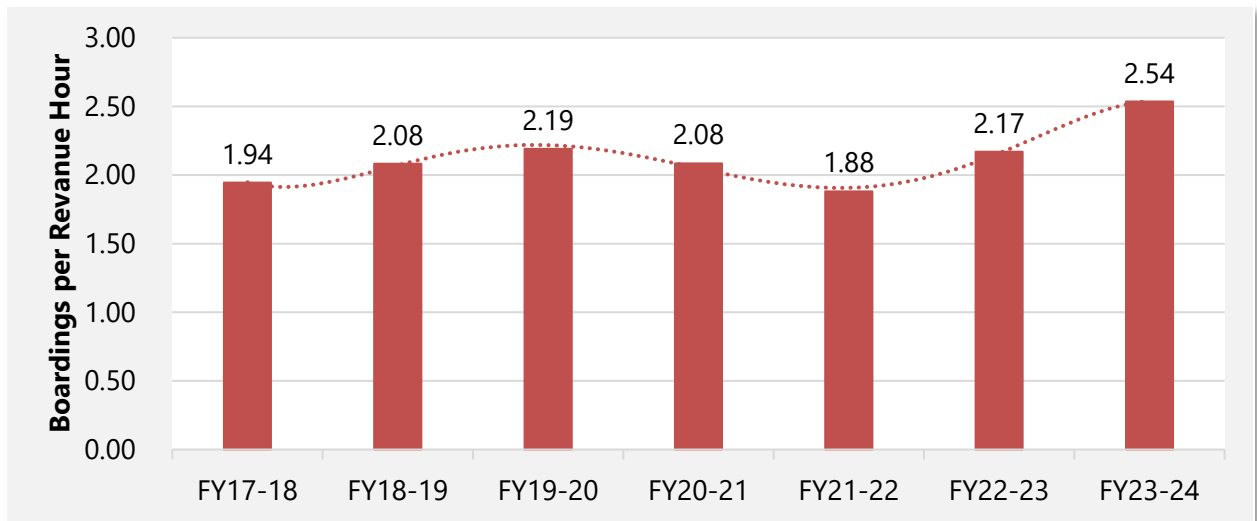


Figure 53: TRACER Paratransit Total Annual Ridership 2017-23

Figure 56 shows that when adjusted to annual riders per revenue hour, TRACER Paratransit services has shown a rebound in Fiscal Year 2023-24 with 2.54 riders per revenue hour, surpassing the pre-pandemic peak of 2.19 riders per revenue hour in Fiscal Year 2019-20 and a 17 percent increase compared with the previous Fiscal Year 2022-23 rate of 2.17 riders per revenue hour.

Figure 54: TRACER Paratransit Riders per Revenue Hour 2017-23



Tables 29 and 30 present the overall Demand Response (TRACER Plus and Paratransit) service operating statistics and key performance indicators for Fiscal Year 2018-2022. A 21 percent decrease in annual boardings from Fiscal Year 2018 to 2022 coupled with a 35 percent increase in total operating

costs has resulted in a 39 percent increase in net operating costs over the same period. Similarly, there has been a 21 percent decline in the number of boardings per revenue hour.

Table 29: Demand Response Services – Annual Operating Statistics

FY	Total Operating Cost	Fare Revenue	Net Operating Cost	Annual Boardings	Revenue Vehicle Hours	Revenue Vehicle Miles	Peak Vehicles
2018	\$795,462	\$27,287	\$768,175	19,188	9,866	75,840	4
2019	\$715,311	\$27,546	\$687,765	19,346	9,292	77,686	4
2020	\$908,753	\$28,949	\$879,804	18,765	8,563	63,977	4
2021	\$639,935	\$23,663	\$616,272	12,911	7,049	46,007	4
2022	\$1,075,081	\$26,270	\$1,048,811	15,251	8,945	79,943	4

The total operating cost and the net operating cost have increased from 2018 to 2022, with peak costs occurring in 2020 and 2022. The fare revenue has fluctuated slightly but has not increased proportionally to the operating cost. The annual boardings have decreased from 2018 to 2021, with the lowest boardings occurring in 2021. Boardings increased slightly in 2022 but remain below the 2018 pre-pandemic peak.

The revenue vehicle hours and the revenue vehicle miles have both decreased each year between 2018 and 2021. Although there was an increase in both hours and miles in 2022, they are both still below their 2018 respective pre-pandemic peaks. Although there has been substantial variability in the number of boardings and vehicle revenue hours and miles in the past five fiscal years, the required number of peak vehicles has remained constant throughout that period.

Table 30: Demand Response Services – Key Performance Indicators

FY	Total Cost per Boarding	Average Fare	Farebox Recovery Rate	Net Cost per Boarding	Net Cost per Revenue Hour	Boardings per Revenue Hour	Annual Boardings per Peak Vehicle
2018	\$41.46	\$1.42	3.4%	\$40.03	\$77.86	1.94	4,797
2019	\$36.97	\$1.42	3.9%	\$35.55	\$74.02	2.08	4,837
2020	\$48.43	\$1.54	3.2%	\$46.89	\$102.74	2.19	4,691
2021	\$49.57	\$1.83	3.7%	\$47.73	\$87.43	1.83	3,228
2022	\$70.49	\$1.72	2.4%	\$68.77	\$117.25	1.70	3,813

The total cost per boarding and the net cost per boarding have increased significantly from 2018 to 2022, while the average fare and the farebox recovery rate have remained relatively stable. Boardings per revenue hour and the annual boardings per peak vehicle have decreased from 2018 to 2021, indicating reduced demand and efficiency of the service. These factors indicate that TRACER paratransit service is facing financial and operational challenges in providing transportation for senior and disabled residents.

SUBSIDIZED TAXI SERVICE

The subsidized taxi is a service available to registered senior and ADA/disabled residents who are unable to ride the established fixed route bus system due to certain limitations. Upon approval of their application a TRACER paratransit identification card is issued to the residents, at no charge, after which time they can purchase taxi tickets from the Finance Department at City Hall. Taxi tickets are sold to residents at a rate of \$10 for a ticket valued at \$20 in regular fares.

Subsidized taxi service is available during the non-operating hours for the TRACER paratransit service, Monday – Friday prior to 7:00 a.m. and after 7:00 p.m., Saturday prior to 9:00 a.m. and after 5:00 p.m., and all day on Sundays and certain holidays. Currently, Yellow Cab of Tracy is the only taxi company authorized to use the subsidized tickets. A review of 2017 monthly invoices suggest approximately 146 taxi trips were provided at a cost of \$2,300 or an average of \$15.70 per trip. However, due to multiple factors including implementation of the TRACER Plus service, subsidized taxi service will be phased out.

5.0 OPERATIONS PLAN AND BUDGET

This chapter provides a comprehensive framework for the City of Tracy’s future transit services, ensuring alignment with local and federal requirements, sustainability, and effective resource allocation. This information will guide the City in making informed decisions to enhance the quality and accessibility of transit services for its residents. The operations plan will encompass the provision of fixed route, on-demand, and paratransit services over the five-year SRTP period, while the operations budget will demonstrate the sustainability of planned service levels, considering financial constraints and meeting federal, state, and local requirements.

5.1 Operations Plan

The operations plan addresses both short-range (less than 5 years) and long-range (beyond 5 years) timeframes. The operation plan sets forth TRACER’s intentions to provide fixed route, on-demand, and paratransit services from FY25/26 through FY30/31, and then beyond the next five fiscal years. Annually, TRACER will evaluate these proposed services with respect to the adopted goals (section 2.0) to ensure that the recommendations are still relevant to the current needs and situations, including financial constraints. Generally, the operations plan recommends providing more direct fixed routes in a grid-like pattern across the City, with several shuttles to address specific system gaps. The commuter routes will continue to operate in their current state. All routes will be evaluated on an annual basis to determine if the proposed changes are aligned with the goals, objectives, and standards section. As routes are implemented, strategic transfer points will be created to ensure seamless transfers between TRACER routes, as well as RTD bus services, and ACE Commuter Rail.

5.1.1 Fixed Route Services

Fixed Route Services are those services that operate continuously throughout the day. Currently TRACER operates four (4) fixed routes services. This operation plan expands that service to six (6) fixed route services, plus two (2) shuttles that will operate continually during the span of fixed route service, generally 7AM to 7PM. Table 31 outlines the nature of the proposed fixed route services.

Table 31. Proposed Transit Routes

More Direct Routes	
East-West Routes	9. Tracy Transit Station (TTS) to Mall via Grant Line 10. TTS to Walmart via Eaton/Lowell 11. TTS to Corral Hollow (Safeway area) via 10 th /11 th . 12. Corral Hollow (Safeway area) to Hidden Lake (Valpico & MacArthur)
North-South Routes	13. Tracy Hills to Mall 14. Tracy Blvd - From New Indian Supermarket/In-n-Out/La Plaza Supermarket to Edgewood

Connecting Shuttles

- 15. Mall Shuttle – between Mall and Costco/Walmart
- 16. TTS to Valpico Rd (Raley’s area)

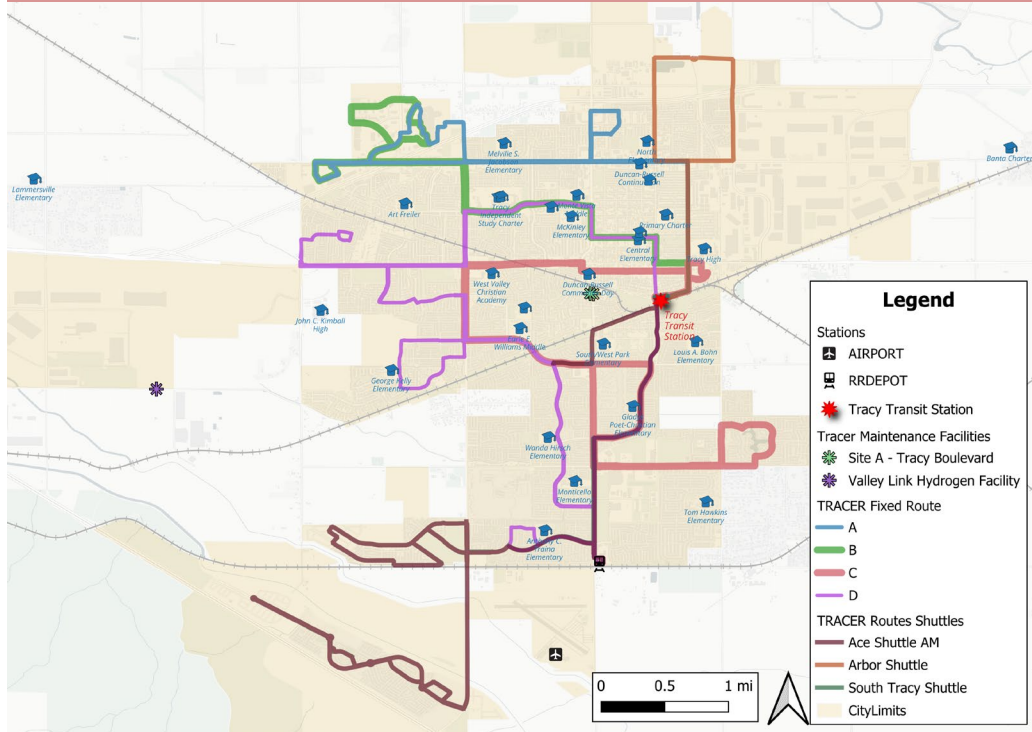


Figure 55. Existing Fixed Routes.

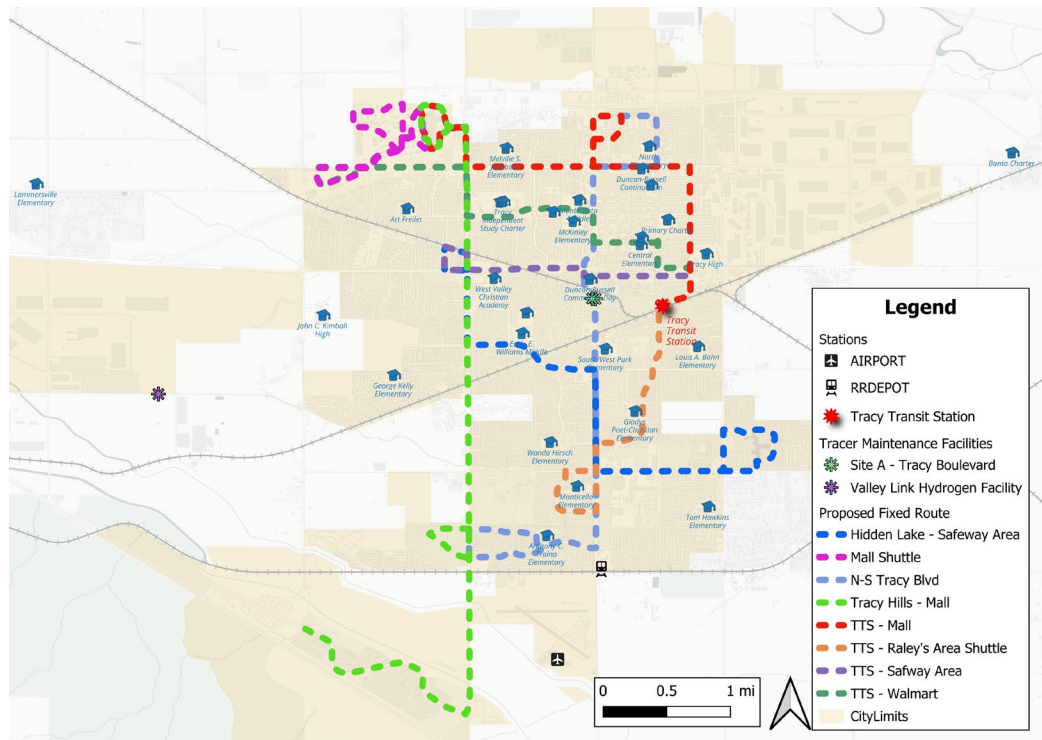


Figure 56. Proposed Fixed Routes.

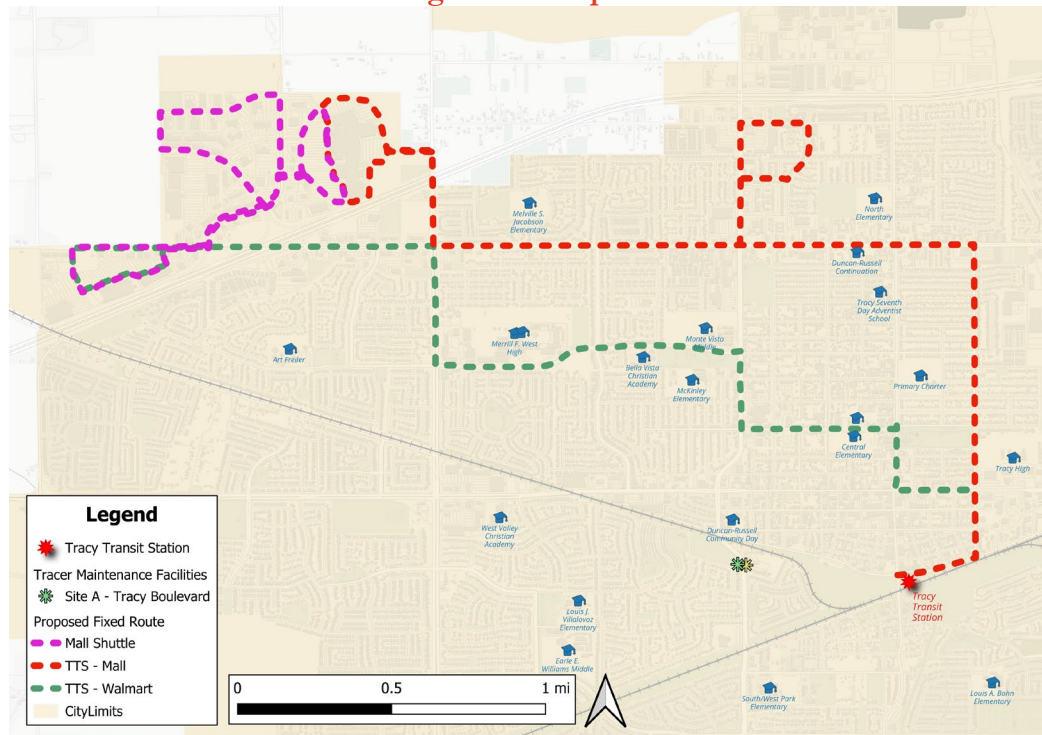


Figure 57. Proposed East-West Fixed Routes - North Tracy

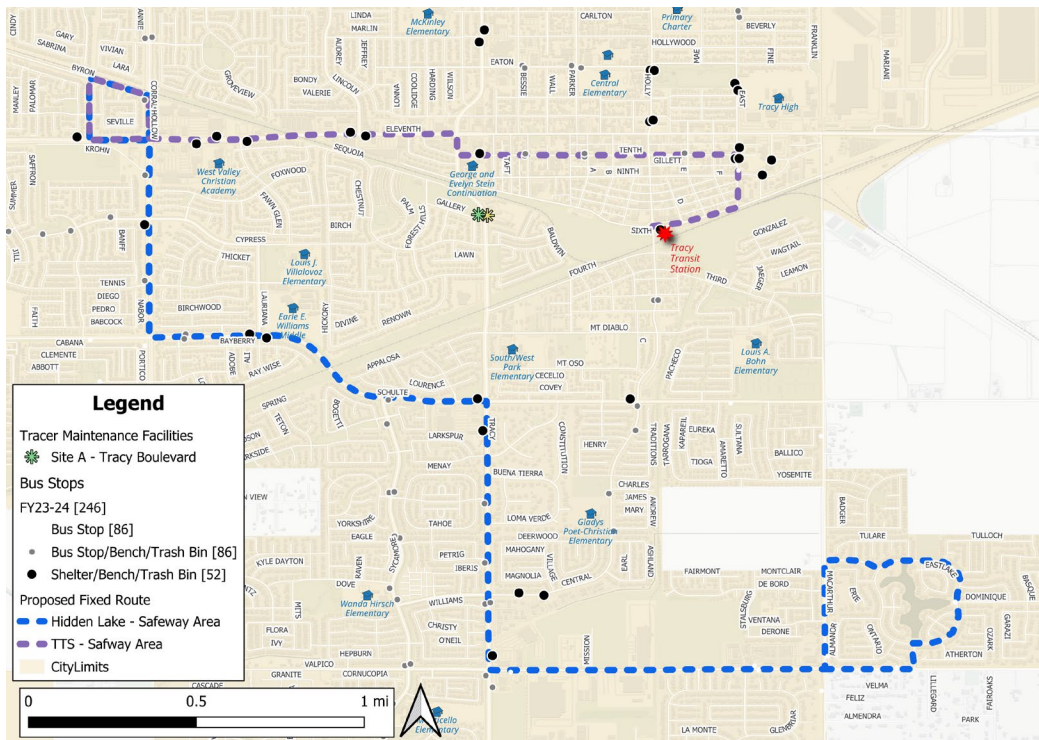


Figure 58. Proposed East-West Fixed Routes - South Tracy

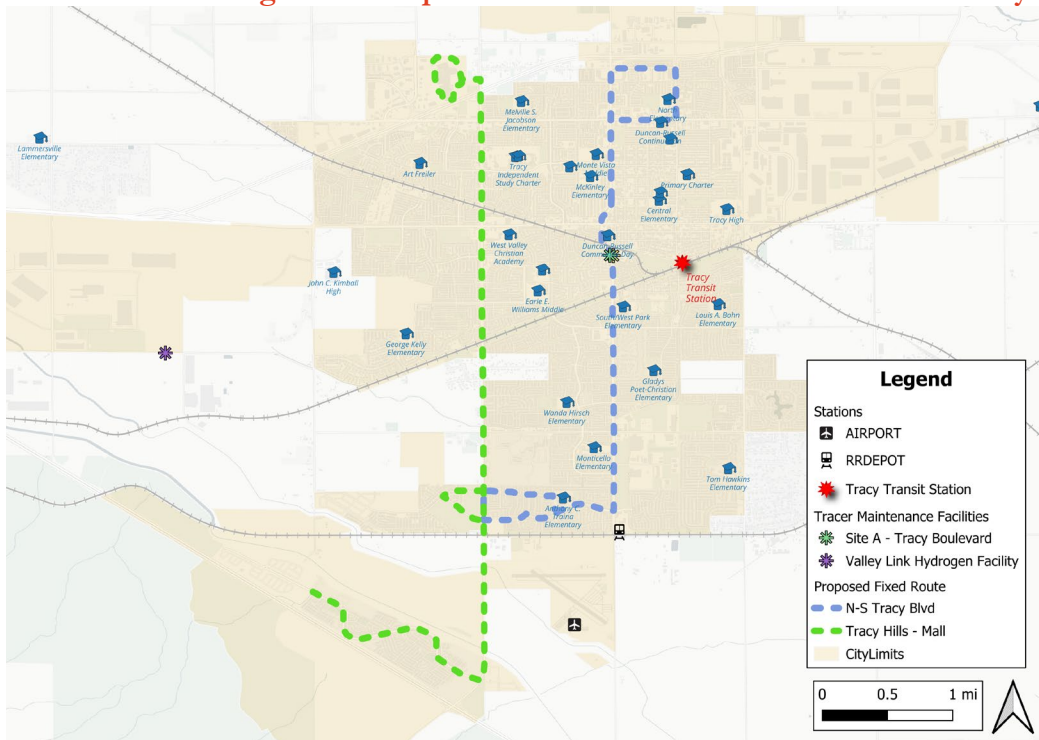


Figure 59. Proposed North-South Fixed Routes.



TRACY HILLS – MALL

This route would travel from the Tracy Hills neighborhood, north on Corral Hollow, to the West Valley Mall. This route would also serve the Ellis Hills area.

Table 32. Tracy Hills - Mall Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	70 min served by 1 bus	35 min served by 2 buses
Schedule Cycle	70 min	70 min
One-Way Route Length	9 miles	9 miles
To end Tracy Hills	2.2 mi	

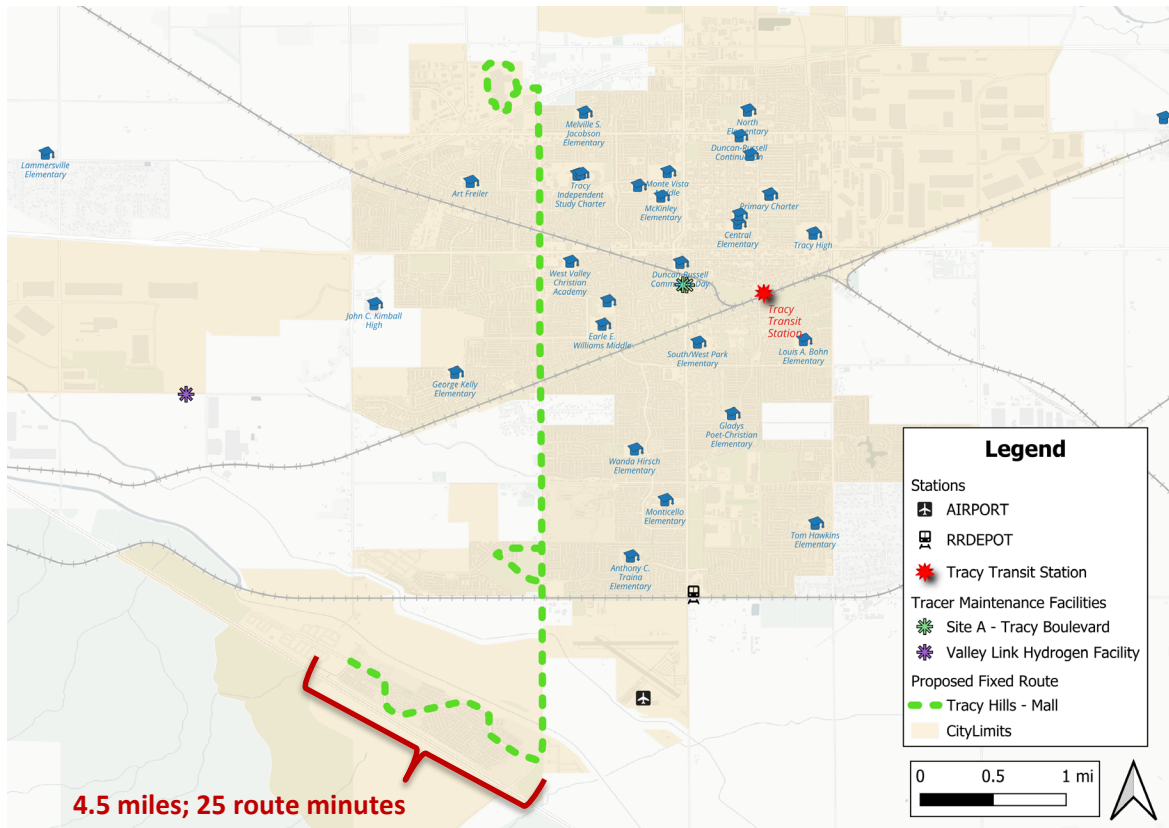


Figure 60. Proposed Tracy Hills - Mall Route

TRACY BLVD ROUTE

This route traverses Tracy Blvd from Clover Rd near the In-n-Out and New Indian Supermarket to just north of W Linne Road. The end of the line makes a loop across to Corral Hollow before continuing north on Tracy Blvd again. This route will also provide additional connection to the Amtrak bus stop located at Wendy's on Clover Rd.

Table 33. Tracy Blvd Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	45 min served by 1 bus	20 min served by 2 buses
Schedule Cycle	45 min	45 min
One-Way Route Length	8 miles	8 miles

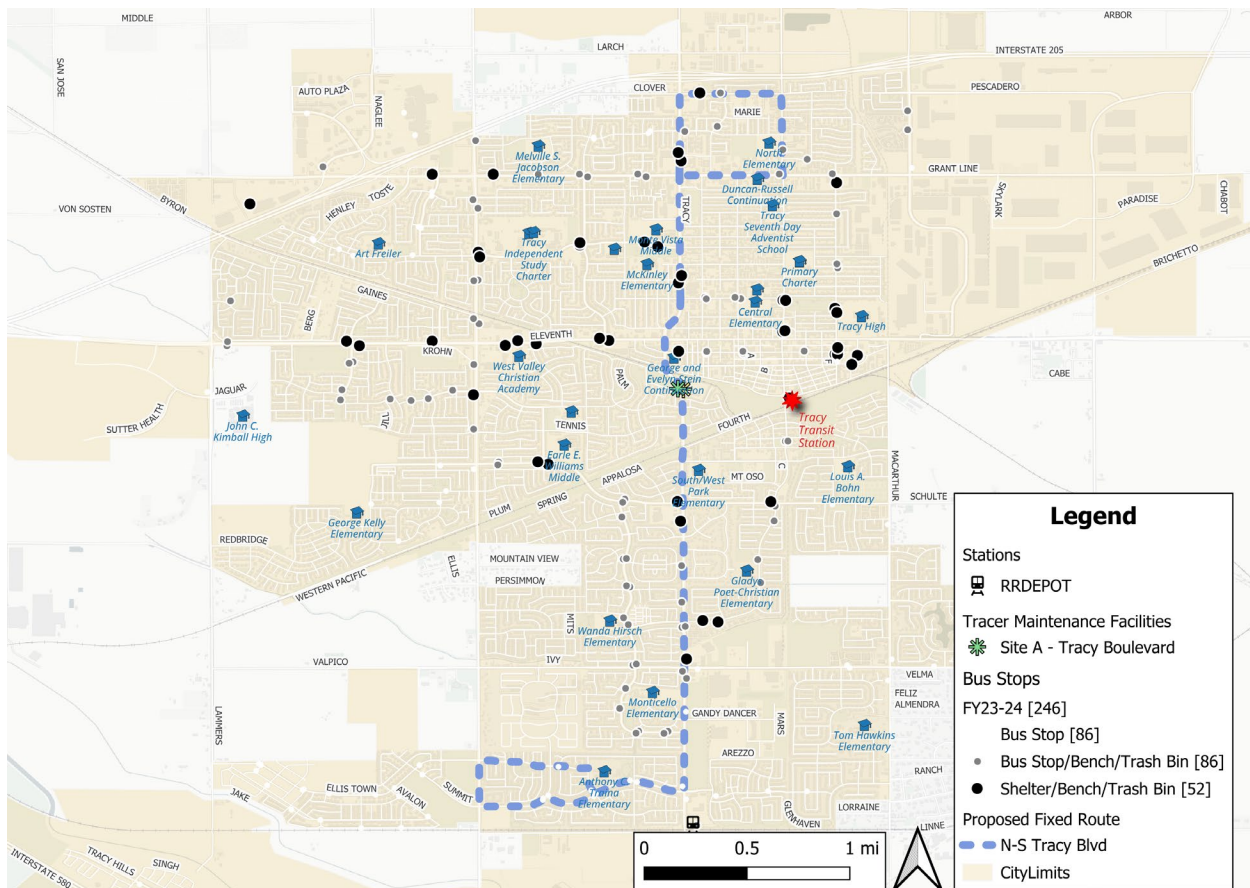


Figure 61. Proposed Tracy Blvd Route.

GRANT LINE – WEST VALLEY MALL ROUTE

The Grant Line – West Valley Mall Route starts at the Tracy Transit Station, goes north on East Street, turning left on Grant Line. The bus turns right on Tracy Blvd to pick up passengers at W Clover Rd, before looping back to Tracy Blvd and then continuing along Grant Line to the West Valley Mall.

Table 34. Grant Line - West Valley Mall Proposed Service.

	July 2025	July 2026
Proposed Service Hours	6:45 AM – 7:05 PM	6:45 AM – 7:05 PM
Proposed Frequency	22.5 min served by 2 buses	15 min served by 3 buses
Schedule Cycle	45 min	45 min
One-Way Route Length	5 miles	5 miles

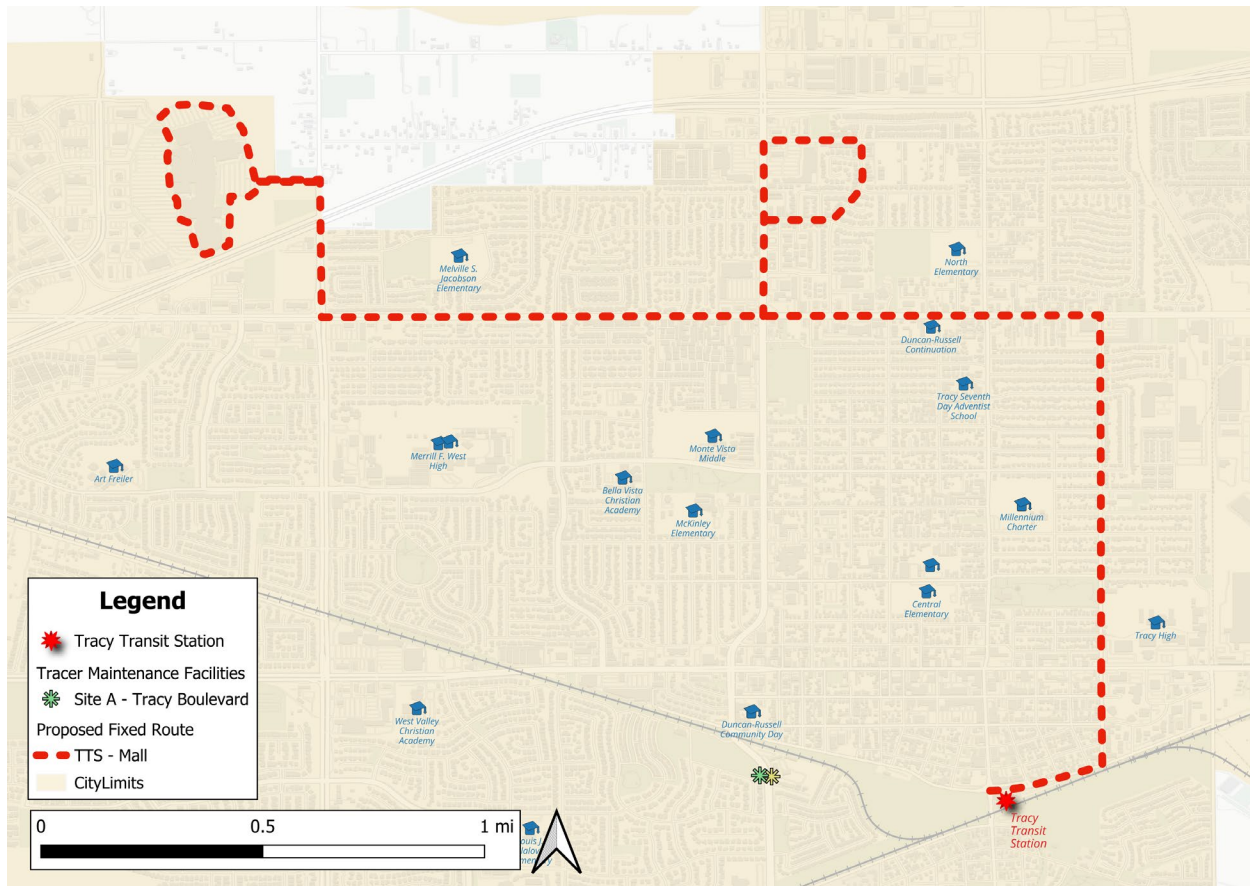


Figure 62. Proposed Grant Line - West Valley Mall Route.

TRANSIT STATION – WALMART ROUTE

The proposed Transit Station – Walmart route starts at the Tracy Transit Station, traversing to East Street, and making a left on East 11th Street, a right on Central Ave, a left on Eaton, a right on Tracy Blvd, a left on Lowell, a right on Corral Hollow, and a left on Grant Line Road, and then looping around the parking lot as Costco and Walmart. This loop goes past six schools and connects the Transit Station to the Walmart area.

Table 35. Transit Station - Walmart Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	25 min served by 2 buses	17 min served by 3 buses
Schedule Cycle	50 min	50 min
One-Way Route Length	5 miles	5 miles

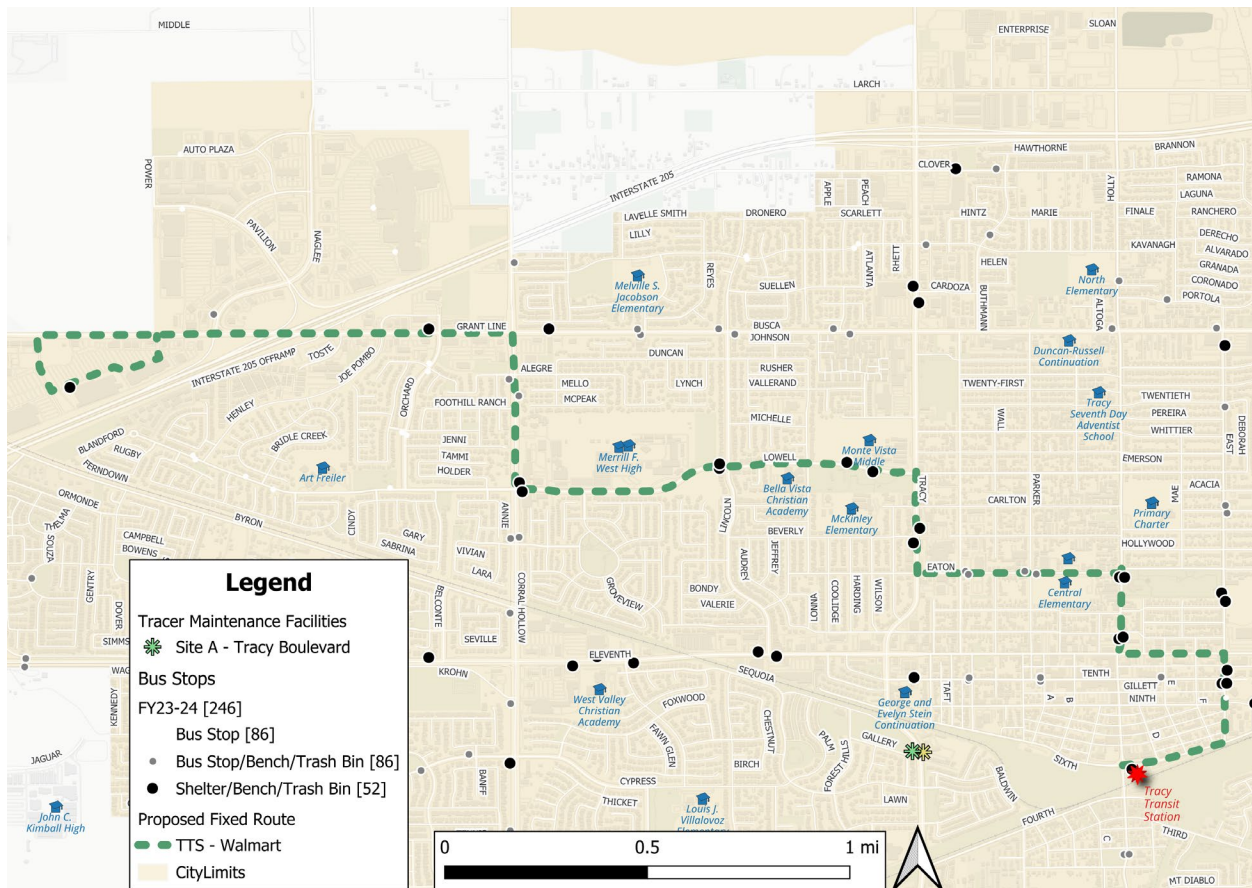


Figure 63. Proposed Transit Station – Walmart

TRANSIT STATION/11TH/SAFeway AREA ROUTE

This route connects the Tracy Transit Station to the Safeway area at Corral Hollow Road. This route leaves the transit station along E 6th St, making a left on East Street, and another left along 10th Street. At Tracy Blvd the bus turns right, and then the immediate left along 11th Street before making a loop along Belconte Dr, to Bryon, and back to 11th Street.

Table 36. Transit Station/11th/Safeway Area Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	25 min served by 1 bus	12-15 min served by 2 buses
Schedule Cycle	25 min	25 min
One-Way Route Length	3 miles	3 miles

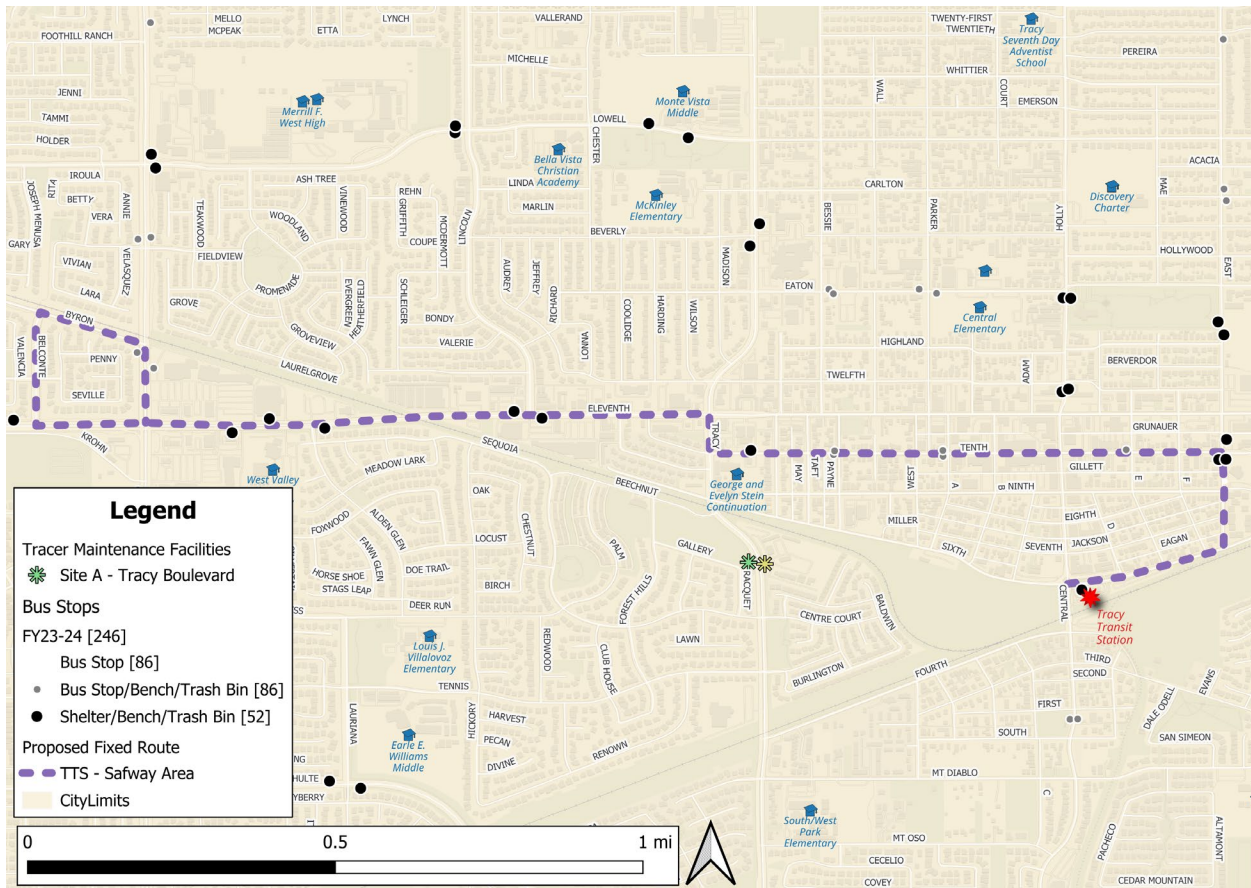


Figure 64. Transit Station/11th/Safeway Area Route.

HIDDEN LAKE – SAFEWAY ROUTE

This route traverses east to west from the hidden lake area towards Safeway, utilizing Valrico, Tracy Blvd, West Schulte, and Corral Hollow.

Table 37. Hidden Lake - Safeway Route Proposed Service.

	July 2026	July 2027
Proposed Service Hours	7:10 AM – 6:00 PM	7:10 AM – 6:00 PM
Proposed Frequency	35 min served by 1 bus	20 min served by 2 buses
Schedule Cycle	35 min	35 min
One-Way Route Length	6 miles	6 miles

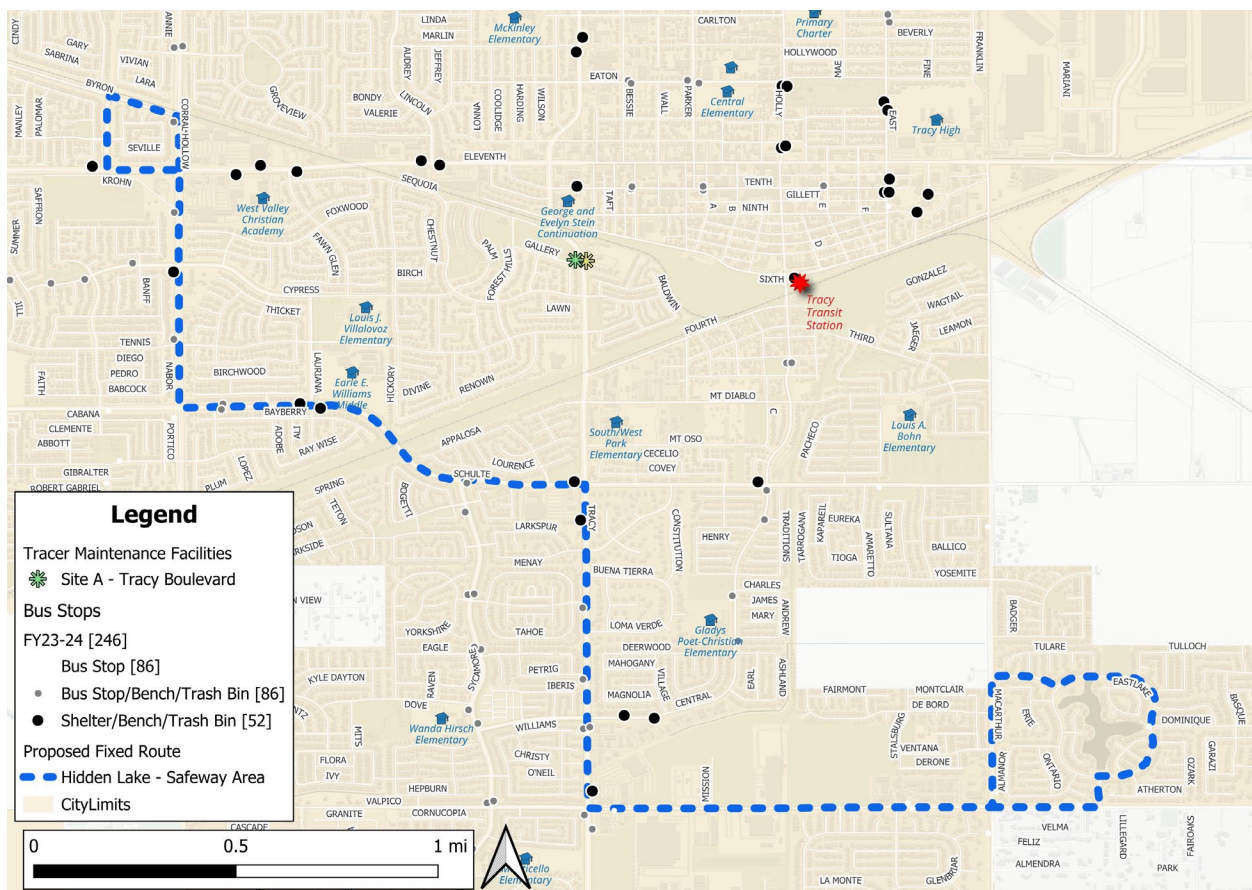


Figure 65. Hidden Lake - Safeway Route.

TRACY TRANSIT STATION – RALEY’S AREA SHUTTLE ROUTE

This shuttle goes from the Tracy Transit Station to the Raley’s Area via Central Avenue. This route ensures that patrons traveling on the North-South Tracy Blvd Route can go north to the Transit Station to transfer to east-west routes.

Table 38. Transit Station - Raley's Area Shuttle Proposed Service.

July 2026	
Proposed Service Hours	7:00 AM – 7:00 PM
Proposed Frequency	20 min served by 1 bus
Schedule Cycle	20 min
One-Way Route Length	3.5 miles



Figure 66. Proposed Transit Center - Raley's Shuttle Route.

MALL SHUTTLE ROUTE

The Mall Shuttle Route is designed to connect the West Valley Mall to the Costco/Walmart shopping area. The total loop is 4 miles. In the future, this shuttle will start and end at a future Mall Area Transit Hub.

Table 39. Mall Shuttle Route Proposed Service.

	July 2025	July 2026
<i>Proposed Service Hours</i>	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
<i>Proposed Frequency</i>	25 min served by 1 bus	15 min served by 2 buses
<i>Schedule Cycle</i>	25 min	25 min
<i>One-Way Route Length</i>	4 miles	4 miles

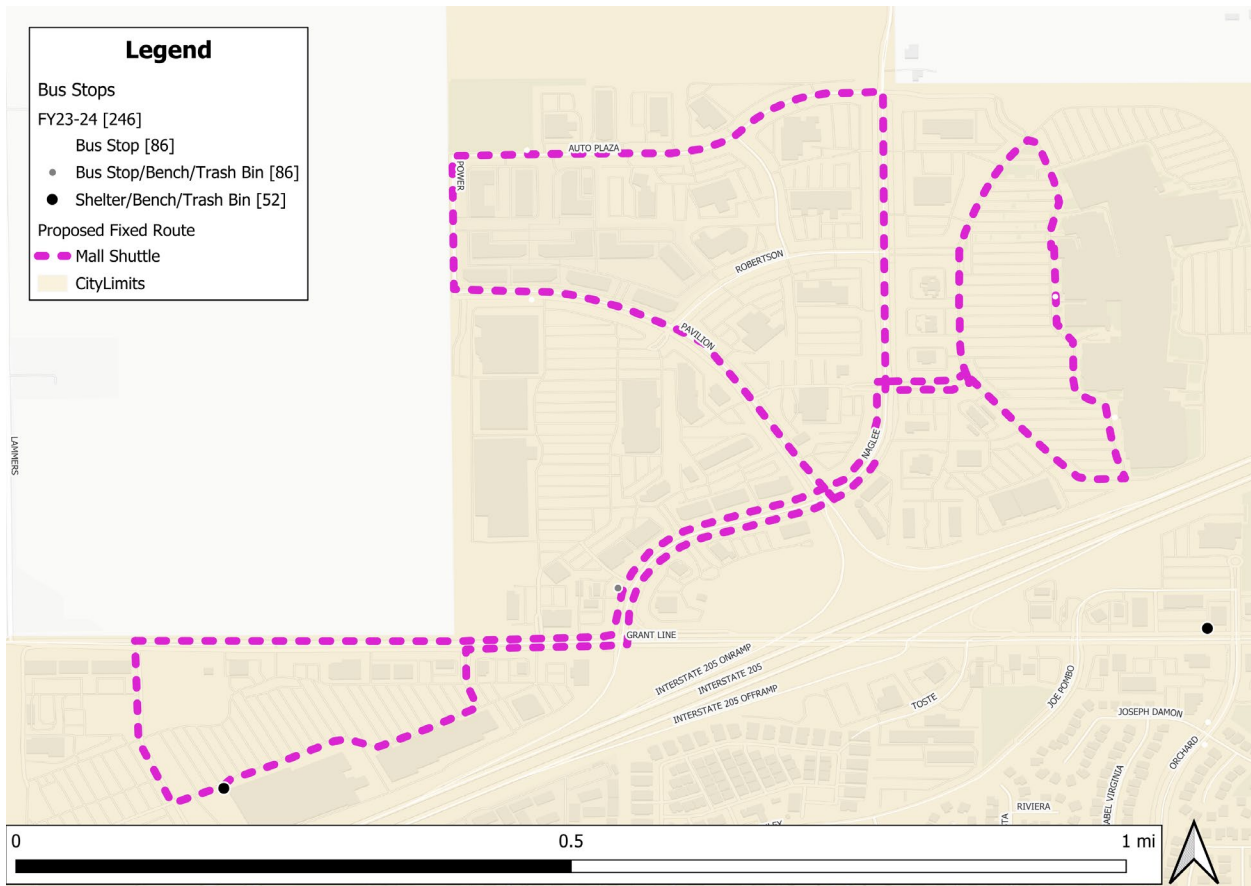


Figure 67. Proposed Mall Shuttle Route.

5.1.2 Commuter Routes

Commuter Routes E, F, G and H will remain at their service levels, as long as they continue to hit the goals, standards and objectives outlined in section 2.0. The one change will be to add 2 trips in the AM to Route G – currently it only has two trips in the PM.

Table 40. Proposed Operations for Commuter Routes.

Commuter Route	Service Hours	Proposed Frequency	Schedule Cycle	Route Length
E	7:35 AM – 8:30 AM 1:25 PM - 4:40 PM	1 trip AM / 3 trips PM served by 1 bus	55 min	27.5 miles
F	7:20 AM – 8:15 AM 2:30 PM - 4:50 PM	1 trip AM / 2 trips PM served by 1 bus	55 min	26 miles
G	7:00 AM – 8:40 AM 2:30 PM - 5:05 PM	2 trips AM/ 2 trips PM served by 1 bus	50 min	15 miles
H	7:50 AM – 8:50 AM 2:30 PM - 5:05 PM	1 trip AM/ 2 trips PM served by 1 bus	60 min	25 miles

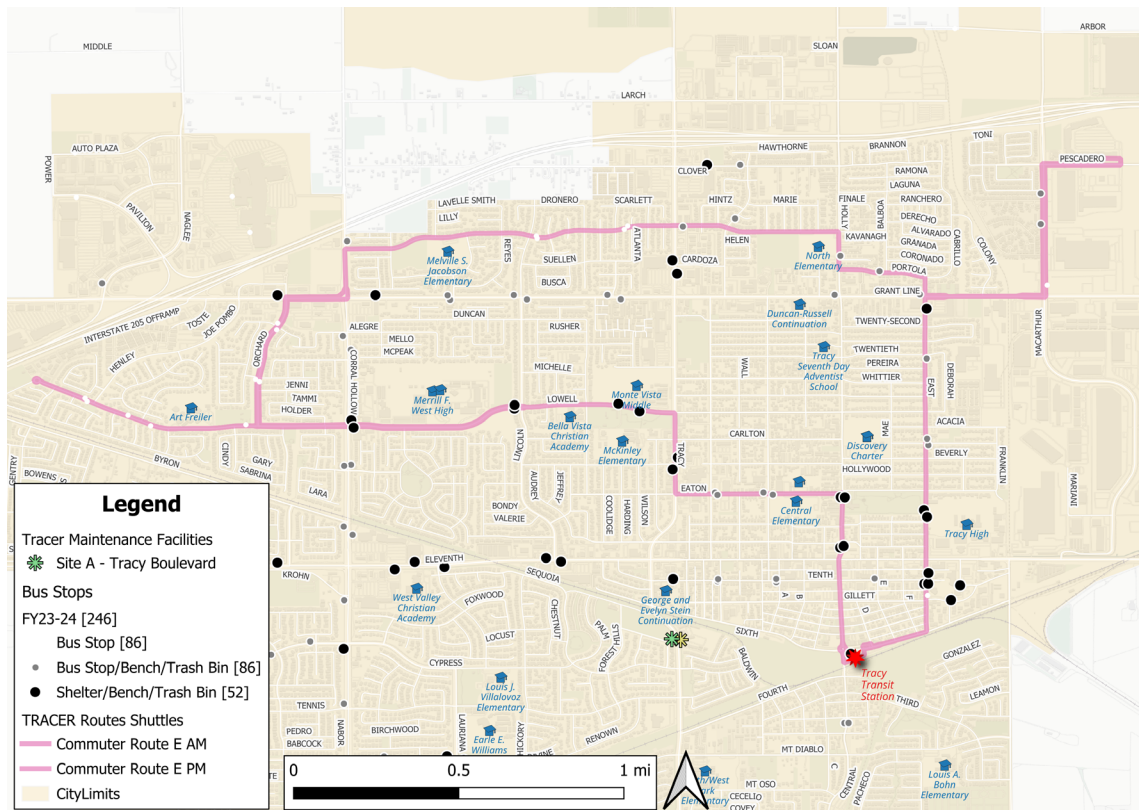


Figure 68. Commuter Route E.

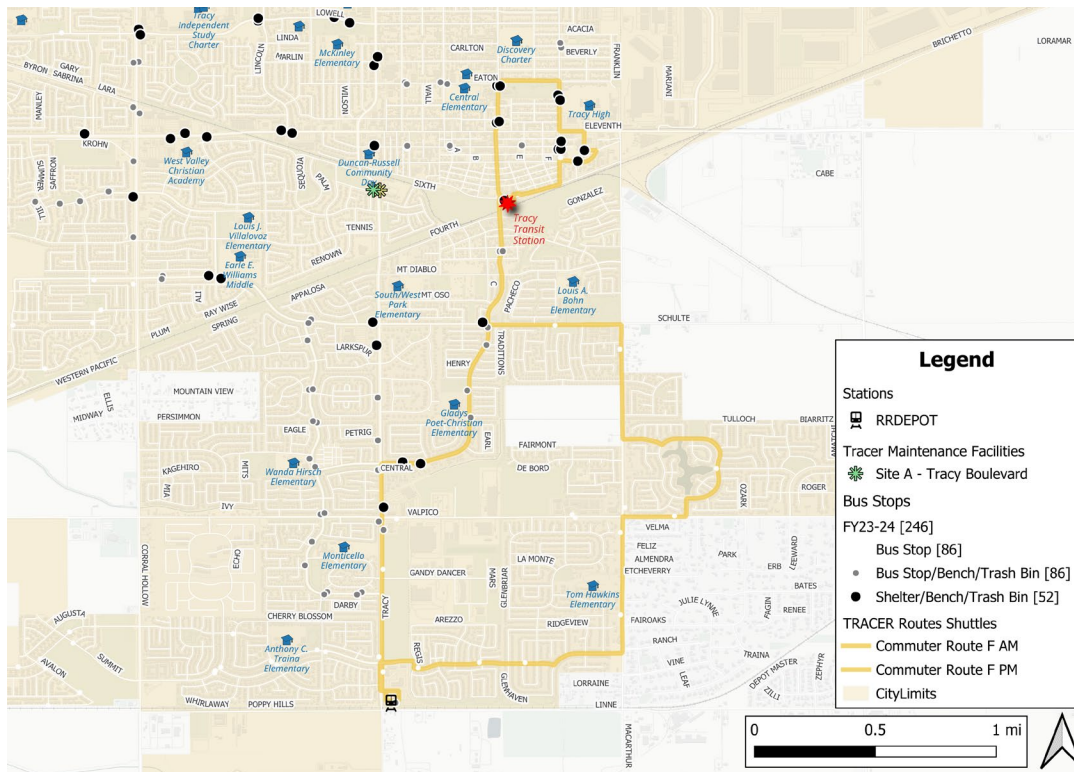


Figure 69. Commuter Route F.

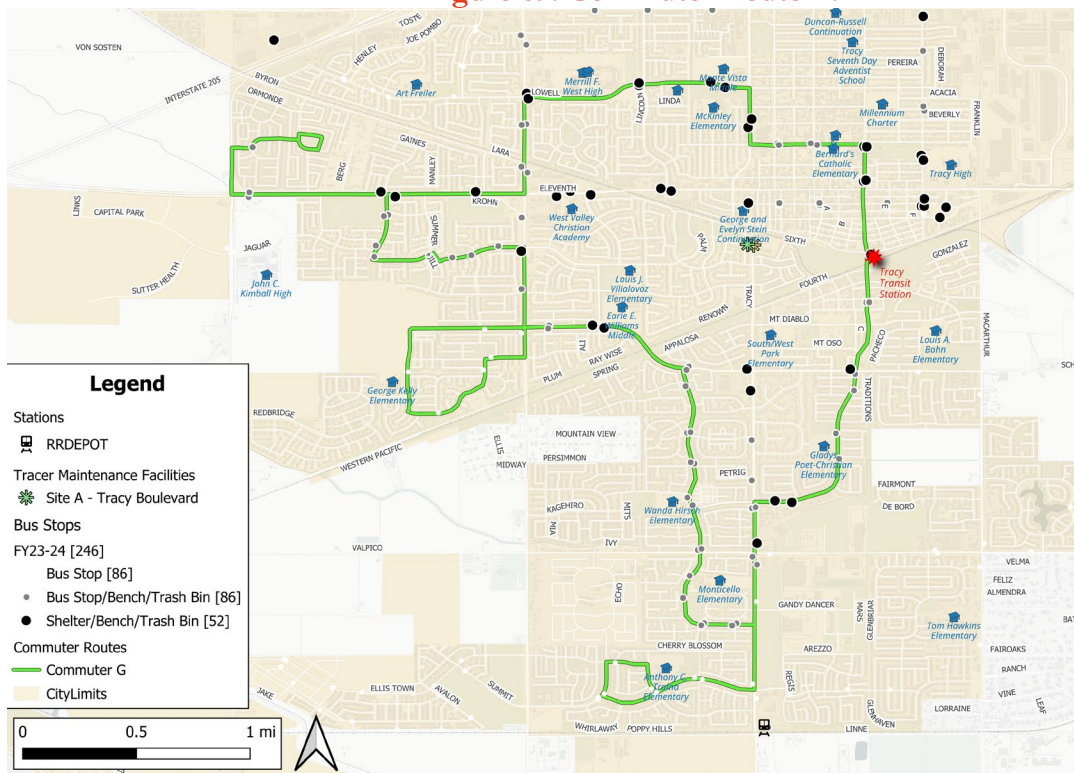


Figure 70. Commuter Route G.

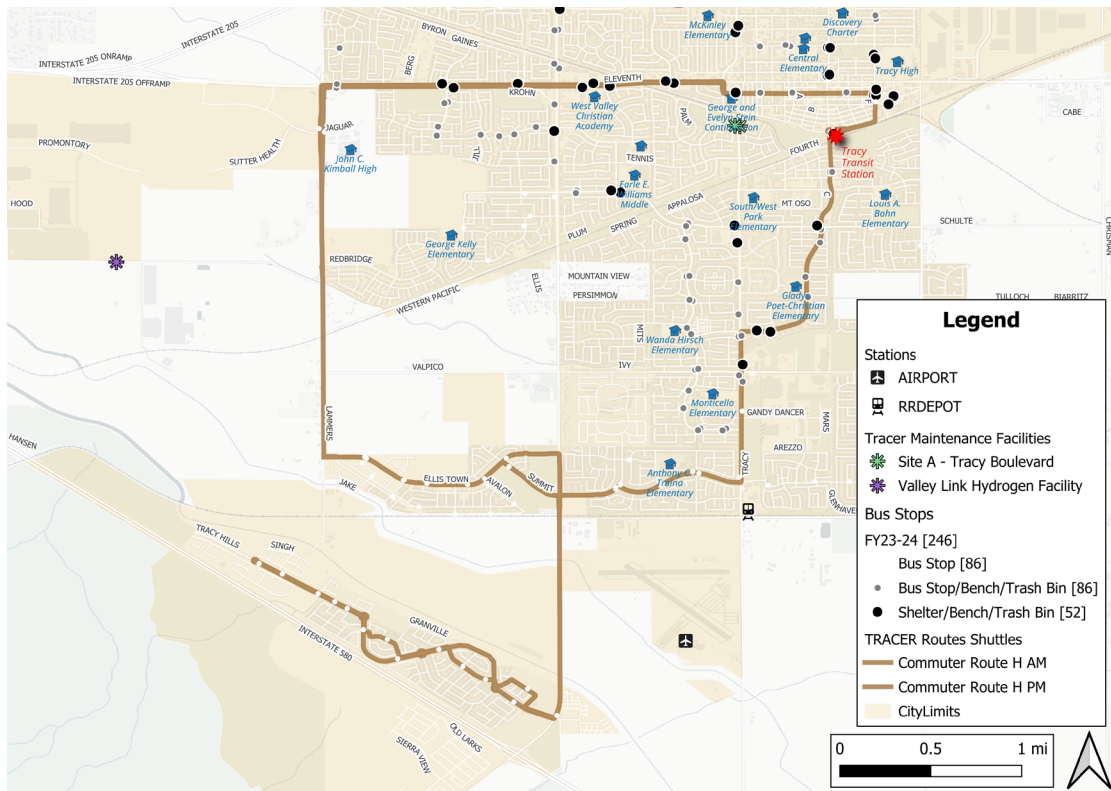


Figure 71. Commuter Route H.

5.1.3 On-Demand – TRACER Plus

Currently TRACER Plus operates during the hours shown in Table 38. The operation plan proposes to expand the hours of TRACER Plus reservation times from Monday to Friday so that there is a consistent end time every evening (11pm).

Table 41. Existing TRACER Plus Service Hours.

Existing Service Hours	AM	PM
Monday – Thursday	4:00 AM – 7:00 AM	6:30 PM – 10:00 PM
Friday	4:00 AM – 7:00 AM	6:30 PM – 11:00 PM
Saturday	6:00 AM – 9:00 AM	6:30 PM – 11:00 PM
Sunday	8:00 AM - 10:00 PM	

Table 42. Proposed TRACER Plus Service Hours.

Proposed Service Hours	AM	PM
Monday – Friday	4:00 AM – 7:00 AM	6:30 PM – 11:00 PM
Saturday	6:00 AM – 9:00 AM	6:30 PM – 11:00 PM
Sunday	8:00 AM - 10:00 PM	

Additionally, the TRACER Plus on-demand service will replace the ACE Shuttle but still allow all trips originating or ending at the ACE Train Station to be booked from 4:00 AM – 8:30 AM, and 4:30 PM – 8:45 PM. This can be accomplished by adding a geofence for the ACE Train Station up to 30min before and after the span of the train’s morning and evening schedules. Currently the ACE Trains have the following schedule:

- **AM Trains:** 4:41 AM; 6:06 AM; 7:11 AM; 8:03 AM
- **PM Trains:** 5:11 PM; 6:11 PM; 7:11 PM; 8:14 PM

The TRACER Plus on-demand service will also replace the Arbor Shuttle, but still allow all trips originating or ending at the Temporary Emergency Housing Shelter by adding a geofence for all trips originating or ending at the facility on 370 W. Arbor Avenue to be booked at any time during the day, from 4:00 AM – 11:00 PM.

Additionally, the TRACER Plus program would benefit from an investment in a marketing campaign to increase riders per hour and replacing the existing On-Demand Software & focusing on increased APP usage to book rides.

5.1.4 Paratransit

The TRACER Paratransit service mirrors the fixed route service hours. There are no proposed changes. Section 3.4.3 outlines the existing paratransit service.

5.1.5 Level of Service Planned

To accommodate the proposed routes, there will be an increase in the number of service hours needed for all the services that TRACER offers. Tables 43 and 44 illustrate those service hours and service miles needed to provide the service outlined in the preceding sections.

Table 43. Proposed Service Hours by Fiscal Year.

Proposed Service Hours	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
<i>Fixed Routes + Commuter Routes</i>	24,116	24,116	31,507	47,164	51,155	69,575	70,496
<i>TRACER Plus</i>	6,494	6,500	7,000	7,500	8,000	8,500	9,000
<i>Paratransit</i>	8,384	8,400	8,500	8,700	9,000	9,300	9,600

Table 44. Proposed Service Miles by Fiscal Year

Proposed Service Miles	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
<i>Fixed Routes</i>	352,436	591,282	641,016	913,018	924,070
<i>Commuter Routes</i>	82,365	82,365	82,365	82,365	82,365

5.1.6 Proposed Service Area

Below is the proposed service area that includes portions of the unincorporated county. This service area will allow for pickups to occur on the side of the street that is part of unincorporated county.

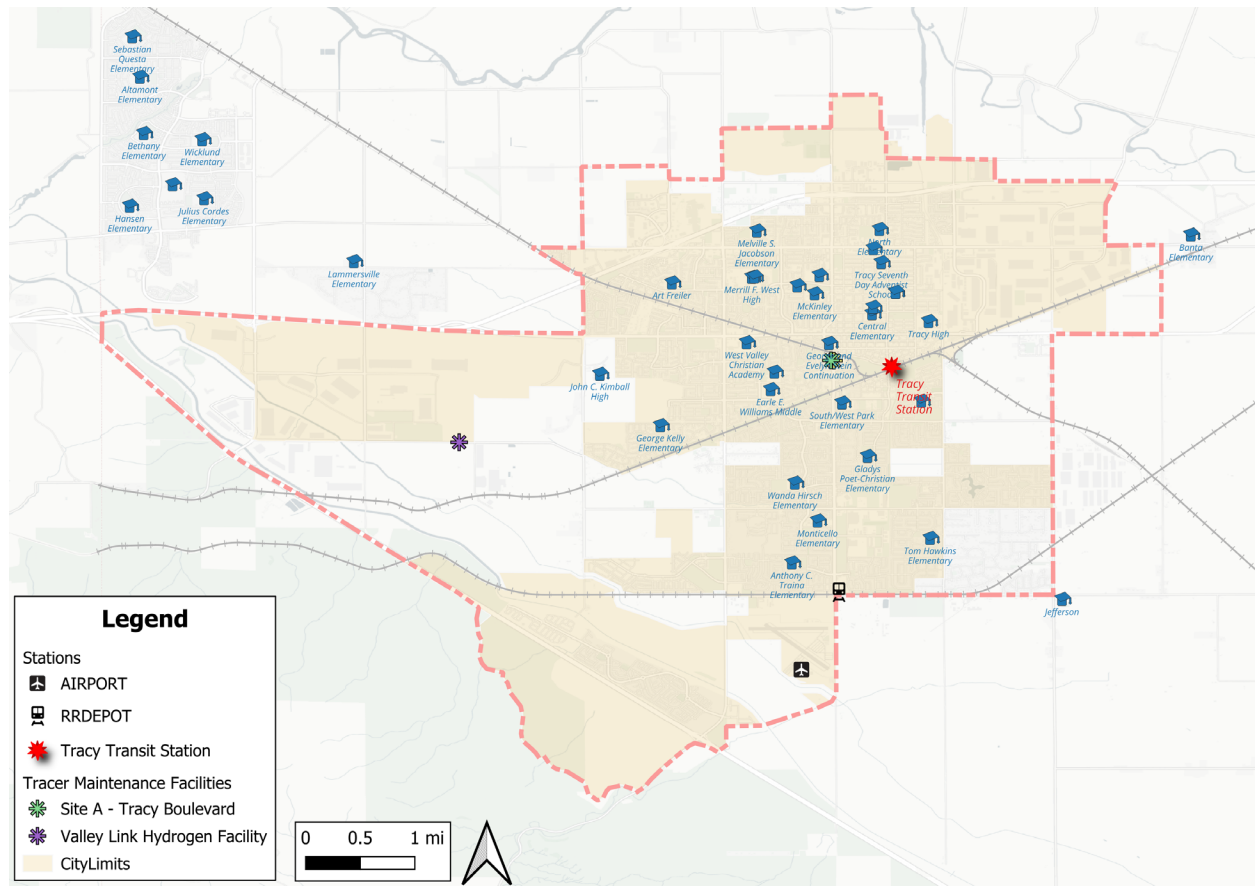


Figure 72. Proposed Service Area.

5.1.7 Phasing

This section outlines when the proposed route improvements will occur, and the subsequent improved service frequencies. Improvements will begin in July 2025 with the start of FY25/26. During the first two fiscal years, the routes outlined in the operations plan are launched, and additional buses are utilized to increase frequency on specific routes. Procurement of buses is factored into this schedule. Additionally, we see the beginning of capital project planning. This includes the new bus maintenance

facility, mall transfer facility, Tracy's Mobility Hub, stop relocations, stop improvements, real-time signage, and On-Demand Software.

Table 45. Operations Plan Implementation by Fiscal Year.

Year	Fiscal Year	Operations Plan Activities
Year 1	FY25/26	Route implementation; Service frequency increases; capital project planning
Year 2	FY26/27	Route implementation; Service frequency increases; capital project planning
Year 3	FY27/28	Service frequency increases, capital project planning
Year 4	FY28/29	Service frequency increases, capital project planning
Year 5	FY29/30	Service frequency increases, capital project planning
Years 6-10	FY30/31— FY34/35	Capital project implementation

Table 46. Proposed Route Phasing.

Route	Phase 1: July 2025 (FY25/26)	Phase 2: July 2026 (FY26/27)	Phase 3: July 2027 (FY27/28)	Phase 4: July 2028 (FY28/29) & beyond
A (TTS to Mall)	Route A stays the same.	Modify Route A to the new TTS to Mall route.	Add vehicle to route.	Add vehicle to route.
B (TTS to Walmart Route)	Route B stays the same.	Modify Route B to the new TTS to Walmart Route.	Add vehicle to route.	Add vehicle to route.
C (Hidden Lake - Safeway Area)	Route C stays the same.	Modify Route C to the new Hidden Lake to Safeway Area route.		Add vehicle to route.
D	Eliminate D Route. To be replaced by G Route AM.			
Tracy Hills to Mall (Corral Hollow N-S)	Start the Corral Hollow N-S route, do not include going into Ellis subdivision. (90 min w/ Ellis).	Add bus to Corral Hollow N-S route, and potentially add Ellis segment, depending on ridership levels.		Add vehicle to route.
Tracy Blvd Route	Start the Tracy Blvd N-S route.	Add vehicle to route.		Add vehicle to route.
TTS to Safeway Area		Start TTS to Safeway Area Route.		Add vehicle to route.
E	E, F and H routes stay the same.			
F				
G	G Route adds AM Trips.			
H				
ACE Shuttle	Eliminate ACE Shuttle. See TRACER Plus.			
Arbor Shuttle	Eliminate Arbor Shuttle. See TRACER Plus.			
South Tracy Shuttle	Eliminate South Tracy Shuttle. See TRACER Plus.			
Mall Shuttle		Start the Mall Shuttle.	Add vehicle to route.	Add vehicle to route.
TTS to Raley's		Start TTS to Raley's Shuttle.		
TRACER Plus	Expand hours to 11pm, 7 days a week. Geofence 370 W. Arbor Avenue and the ACE Station.	Saturday Hours Expansion/Hour expansion in general.	Increase Vehicles based on service level metrics (riders/trip; wait time/passenger).	Increase Vehicles based on service level metrics.
Paratransit	No changes, mirrors fixed route service hours.			

Table 47. Proposed bus needs and frequency by route.

Route	Existing (FY24/25)		July 2025 (FY25/26)		July 2026 (FY26/27)		July 2027 (FY27/28)		July 2028 (FY28/29)		July 2029 (FY29/30)			
	Existing Route Cycle (min)	Future Route Cycle (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)		
A (TTS to Mall)	60	45	2	30	2	23	3	15	3	15	4	12	4	12
B (TTS to Walmart Route)	60	50	2	30	2	25	3	17	3	17	4	13	4	13
C (Hidden Lake - Safeway Area)	60	35	1	60	1	35	2	18	2	18	3	12	3	12
D	65		2	40	(removed)									
Tracy Hills to Mall		70			1	70	1	70	2	45	2	45	3	
Tracy Blvd Route		45			1	45	2	23	2	23	3	15	3	15
TTS to Safeway Area							2	12-15	2	12-15	3	10	3	10
ACE Shuttle	50		1	3 trips AM / 3 trips PM	(removed)									
Arbor Shuttle	25		1	2 trips AM / 2 trips PM	(removed)									
South Tracy Shuttle	74		1	1 trip AM / 2 trips PM	(removed)									
Mall Shuttle		25			1	25	2	13-15	2	13-15	3	9	3	9
TTS to Raley's		20					1	20	1	20	2	10	2	10
Average Headway				40		33		23		19		18		16

Table 48. Commuter Route bus needs and frequency by route.

Route	Existing Route Cycle (min)	Future Route Cycle (min)	Existing (FY24/25)		July 2025 (FY25/26)		July 2026 (FY26/27)		July 2027 (FY27/28)		July 2028 (FY28/29)		July 2029 (FY29/30)	
			Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.
E	55	55	1	1 trip AM / 3 trips PM	1	1 trip AM / 3 trips PM	1	1 trip AM / 3 trips PM	1	1 trip AM / 3 trips PM	1	1 trip AM / 3 trips PM	1	1 trip AM / 3 trips PM
F	55	55	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM
G	50	50	1	2 trips PM Only	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM
H	60	60	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM

Table 49. Peak Service Vehicle Requirements by Fiscal Year.

Vehicle Requirements:	Existing FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Peak Period Buses	11	11	17	18	23	24
Peak Period Shuttles	3	1	3	3	4	4
TRACER Plus	4	5	5	6	6	7
Paratransit	4	4	4	4	4	4
TOTAL	22	21	29	31	27	39

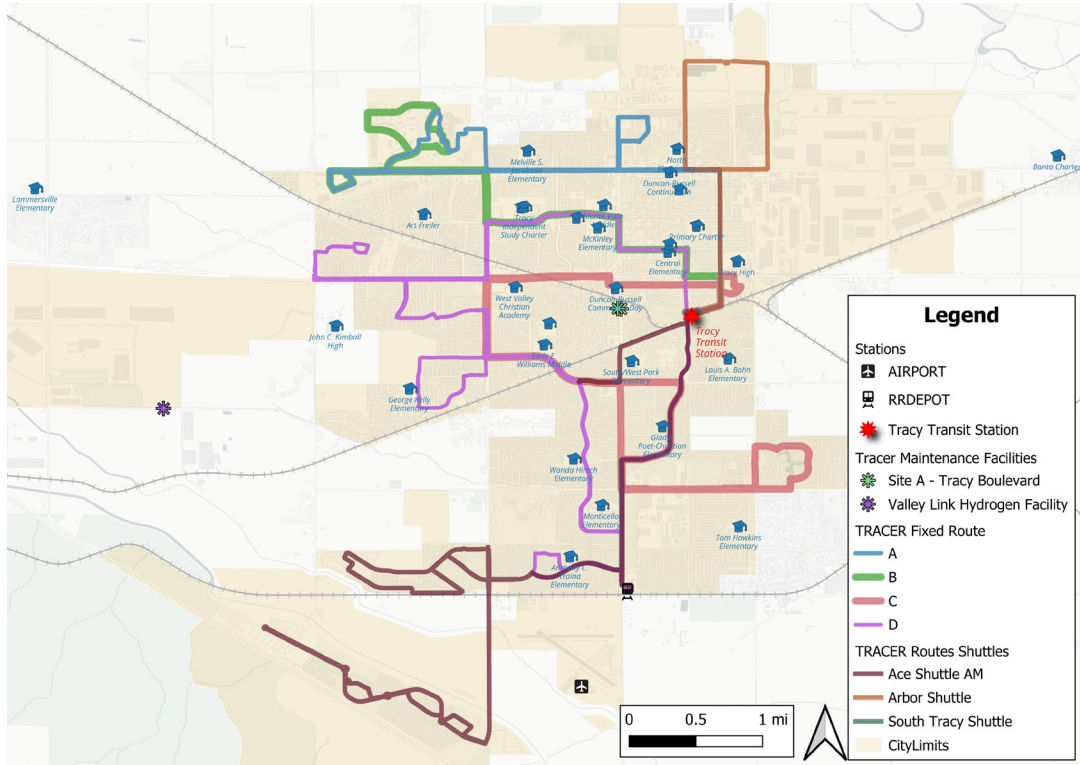


Figure 73. FY24/25 Existing Fixed Route & Shuttles.

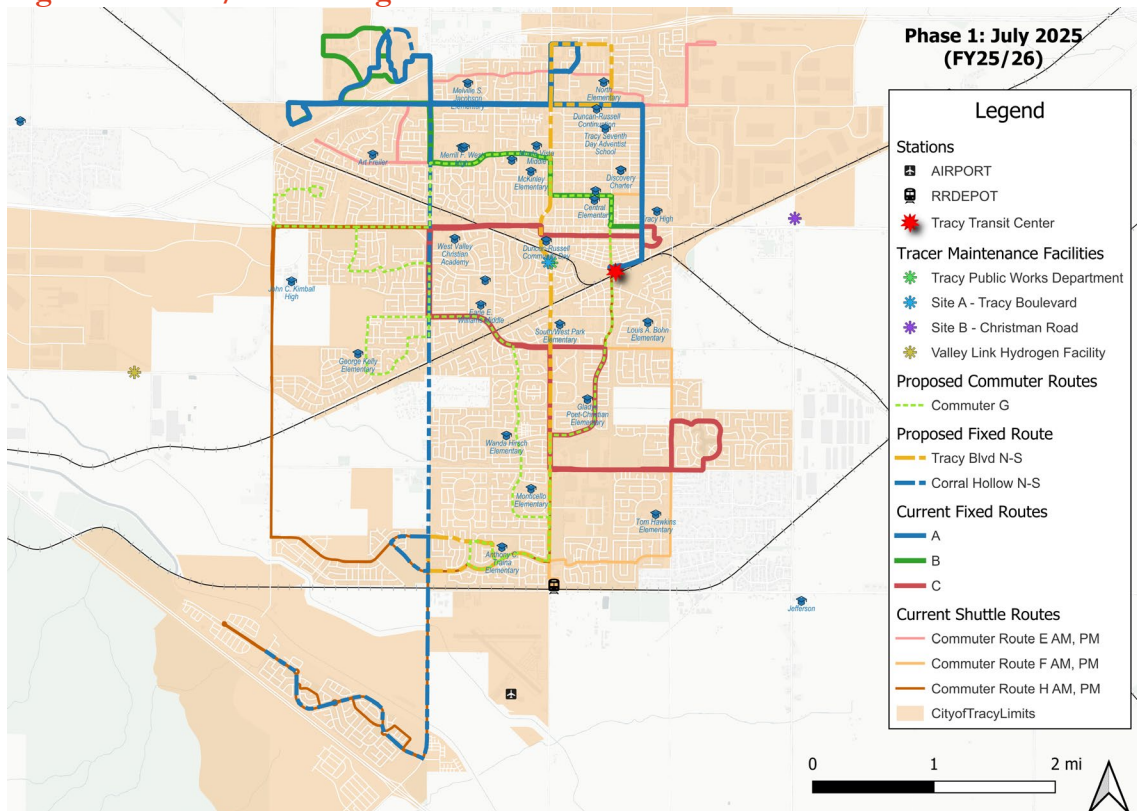


Figure 74. Phase 1: July 1, 2025, Implementation.

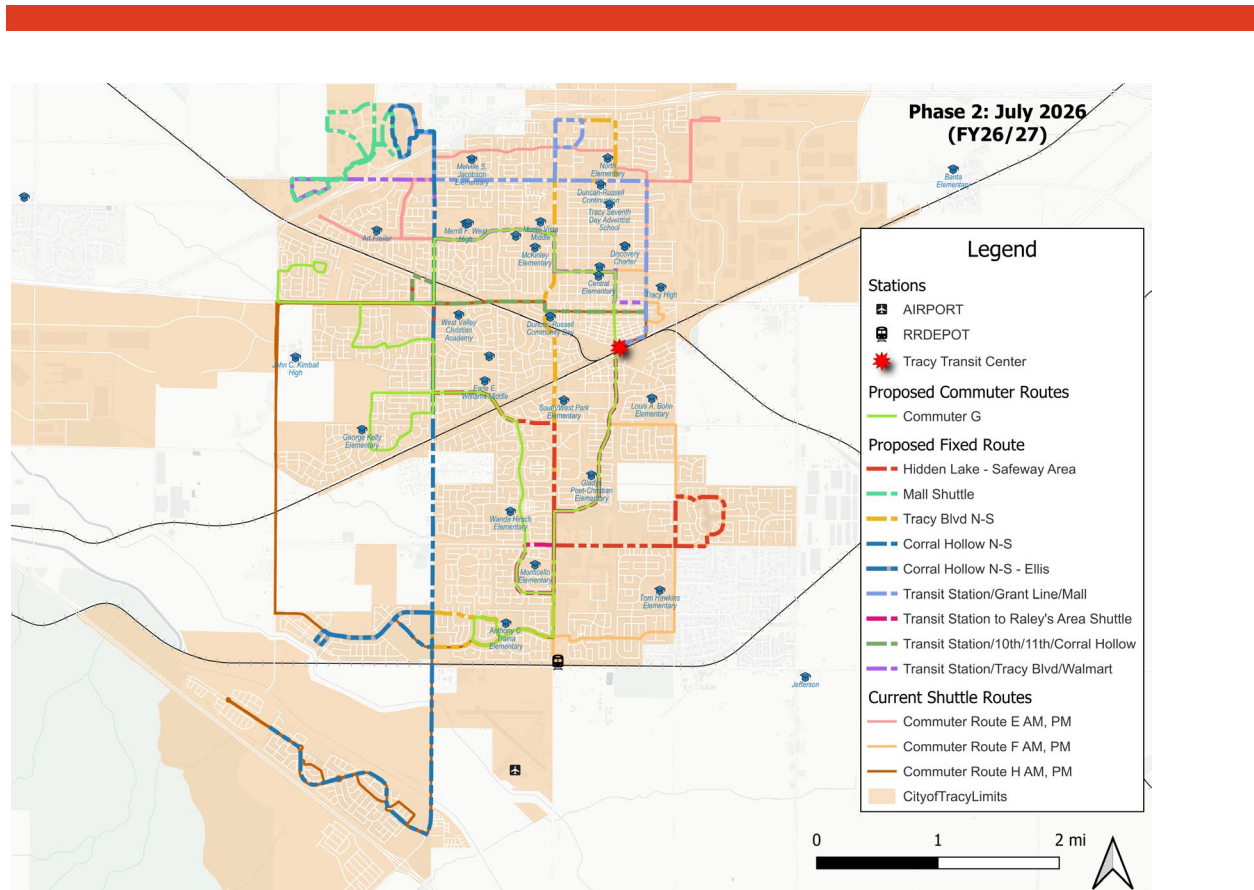


Figure 75. Phase 2: July 1, 2026, Implementation.

CAPITAL PLANNING PROJECTS & FUTURE CONSIDERATIONS

In addition to the future service planning and associated capital and maintenance needs to operate the TRACER system, there are a couple of programs underway that need to be considered. These are outlined below and should be referenced in a future Short Range Transit Plan.

Zero Emission Bus (ZEB) Transition

In 2020, the California Air Resources Board released the “Zero-Emission Bus Rollout Plan guidance for Transit Agencies”. This guidance followed the Innovative Clean Transit (ICT) regulation that became effective October 1, 2019. The ICT regulation applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds. It covers standard, articulated, over-the-road, double decker, and cutaway buses. The ICT regulation requires a percentage of new bus purchases to be zero emission buses (ZEBs). The ZEB percentage increases gradually with time. The ZEB purchase requirements begin in 2023 and 2026 for large and small transit agencies, respectively. Starting 2029, 100 percent of all transit agencies’ new bus purchases must be ZEBs, with a goal of complete transition to ZEBs (all buses in each transit agency’s fleet to be ZEBs) by 2040. The City of Tracy is considered a small transit agency. The capital planning section of this plan will discuss vehicle procurement and the development of a maintenance facility that can accommodate zero emission buses,

as known to date. However, there are considerations and planning for the full fleet transition beyond FY29/30 that will need to be developed in the next SRTP.

SJCOG Mobility Hub Study

The San Joaquin Council of Governments is currently undertaking a study to place mobility hubs in strategic locations around the county to increase connectivity. A mobility hub is a central location that integrates various modes of transportation to facilitate seamless and efficient travel for individuals. These typically include a combination of public transit services (such as buses, trains, or shuttles), shared mobility options (like bikes, scooters, and carsharing services), and supportive infrastructure (such as parking, charging stations for electric vehicles, and facilities for pedestrians and cyclists). This study recommends at least one location for a mobility hub in the City of Tracy. Updates to this study can be found on the SJCOG website.

Valley Link

The Valley Link project is a proposed 26-mile-long commuter rail service in Northern California, which seeks to connect the rapid transit Bay Area Rapid Transit (BART) system in the San Francisco Bay Area with the northern San Joaquin Valley via the Tri-Valley region. Valley Link seeks to extend rail service east from the Dublin/Pleasanton BART station into the northern San Joaquin Valley over Altamont Pass, to the Mountain House Community, and in future phases to Lathrop, with an infill station in Downtown Tracy.

While no official location for a station in Tracy has been selected, according to the April 2021 FEIR, the Downtown Tracy Station would be constructed at the existing Tracy Transit Station at 50 East Sixth Street in downtown Tracy on an 8.7-acre site (7.2 acres of UPRR property and 1.1 acres of City of Tracy property). Valley Link does not propose any new bus bays as part of the Downtown Tracy Station. Improvements that would be constructed as part of the Downtown Tracy Station include (see figure 78).

- A 400-foot-long by 20-foot-wide at-grade double-track Valley Link station platform.
- Expansion of the existing surface parking lot plus the construction of a surface parking lot at the southwest corner of the North Central Avenue/West Sixth Street intersection providing approximately 800 parking spaces for a net increase of up to approximately 685 parking spaces
- At-grade pedestrian crossings (including crossing gates, warning lights, and signals) on both ends of the platform across the Valley Link tracks, including stairs and ADA-compliant ramps to access the platform.
- Improvements to the existing North Central Avenue at-grade crossing, including concrete crossing panels for the existing and new track, signal house, a railroad signal guard and gate on both sides of the crossing, and stop bar pavement striping.
- Realignment of a portion of the existing UPRR tracks east of the proposed parking lot expansion.

Additionally, as stated in the December 2020 DEIR, Valley Link will build a Tracy Operation and Maintenance Facility (OMF) to support train layovers, storage, maintenance, and operation associated

with the proposed project. This new OMF would be constructed on an approximately 200-acre City of Tracy–owned property along West Schulte Road just west of the Owens-Brockway Glass Container plant (see figure 77). All vehicle storage and maintenance activities would take place at the proposed Tracy OMF. The Tracy OMF would also handle disposal of Project-related hazardous wastes.

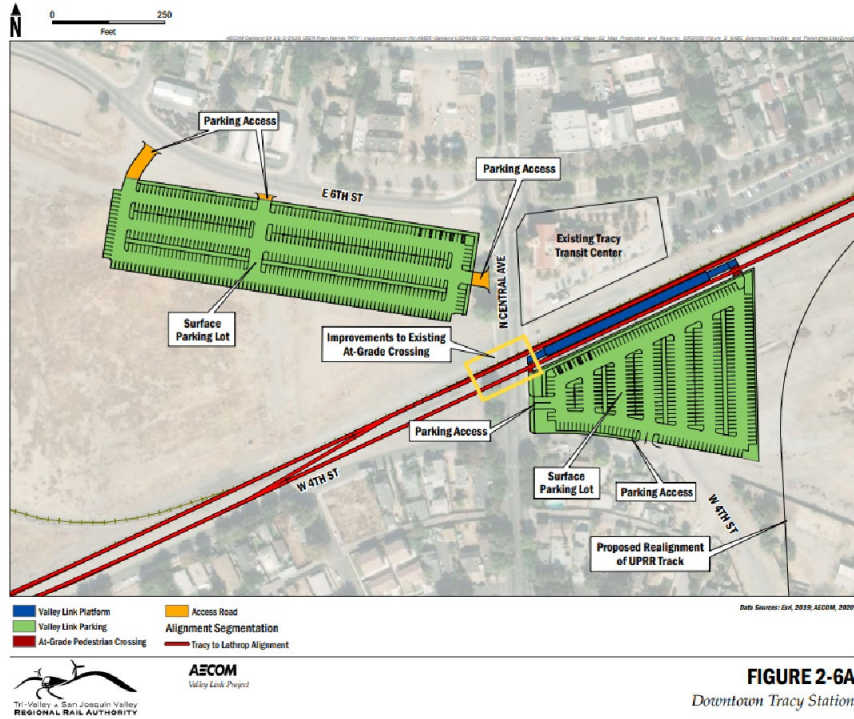


Figure 76. Proposed Downtown Tracy Valley Link Station.

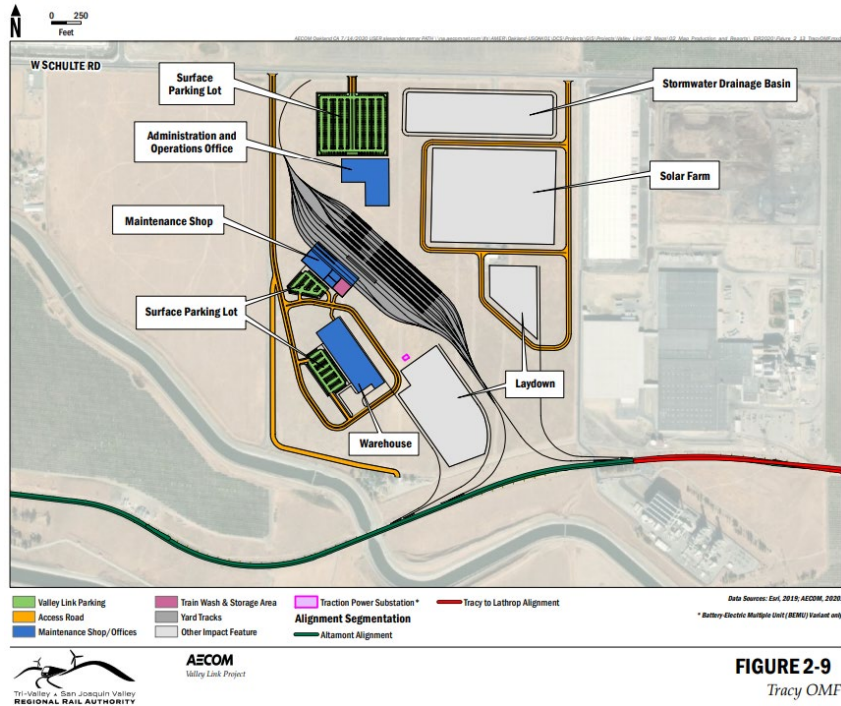


FIGURE 2-9
Tracy OMF

Figure 77. Proposed Valley Link Tracy OMF Site Plan.

5.2 Operations Budget

The Operations Budget shows the sustainability of the proposed transit service levels throughout the five-year planning period. This section details forecasted expenses, revenues, and fare policies. All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated.

5.2.1 Expenses

The SRTP budget begins with the “baseline” level of service, or existing level of service in FY24/25. From there we look at the increases in service hours and vehicle demands to better understand the forecasted expenses during the five-year planning period. The following table shows the forecasted increase in revenue hours over the life of the SRTP.

Table 50. Forecasted Revenue Hours by Mode.

	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Fixed Routes + Commuter Routes	24,116	24,116	31,507	47,164	51,155	51,155	51,155
TRACER Plus	6,494	6,500	7,000	7,500	8,000	8,000	8,000
Paratransit	8,384	8,400	8,500	8,700	9,000	9,000	9,000

Table 51. Forecasted Annual Expenditures.

	TOTAL	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Operating Expenses	\$36,572,399	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911
Capital Cost of Contracting	\$13,361,337	\$1,920,297	\$2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123

Capital Costs are discussed in depth in the following section 5.0, Capital Improvement Program.

5.2.2 Revenues

LOCAL & REGIONAL REVENUE SOURCES

Farebox Revenue

Farebox Revenue is the revenue collected from TRACER Fares. Generally, this accounts for approximately 1% of total revenues used by TRACER.

Measure K

Measure K is San Joaquin County’s half-cent sales tax that was initially approved in 1990 for a 20-year period, and then in 2006 for an additional 30 years. Measure K is estimated to deliver \$2.552 billion of transportation improvements in the county by 2041 for freeways, streets and roads, public transportation networks, pedestrian, and bicycle friendly programs.

The Measure K 2024 Ordinance and Expenditure Plan¹³ allocates 30% or approximately \$756 million to Passenger Rail, Bus and Bicycles, and specifically 49% of that, or \$370 million for bus transit. Expenses for capital such as vehicles and operations are eligible. Funding is to be used for bus programs to promote peak hour, commute service as well as bus services for the elderly and persons with disabilities. These funds can be used for park and ride lots, express bus service, greater frequencies on existing peak hour routes, trip reduction programs to new employment centers and service to other counties. The intent is to use Measure K sales tax revenue to match and supplement state and federal funds. The TRACER transit program is eligible to apply for funding provided that, none of their Transportation Development Act (TDA) local transportation funding (LTF) is claimed or reclaimed under Public Utilities Code, Chapter 4, Article 8, Section 99400a for local streets and roads purposes, excluding pedestrian and bicycle facilities. To date TRACER has not applied for these funds but expects to start claiming them throughout the life of this SRTP.

STATE REVENUE SOURCES

The majority of state-administered funding for transit services in California comes from fuel taxes that flow into the State Transit Assistance (STA) fund through the Public Transportation Account.

Transportation Development Act (TDA)

The California Transportation Development Act (TDA) provides funding to support public transportation and related infrastructure in the state. Established in 1971, the TDA primarily sources its

¹³ <https://www.sjocog.org/DocumentCenter/View/9659/2024-MK-Ordinance-and-Expenditure-Plan-PDF?bidId=>

funding from a quarter-cent sales tax collected statewide. Under TDA, there are two different funding sources – Local Transportation Fund (LTF) and State Transit Assistance (STA) that are derived through different formula allocations. The LTF portion of TDA is allocated by the State Board of Equalization to county governments, based on the sales tax collected in each county, while the STA funds are allocated through a more complicated process. STA funds are initially allocated by the State Legislature to the State Controller’s Office, who then appropriate the funds to Regional Transportation Planning Agencies (RTPAs) across the state. Fifty percent of STA funds are allocated based on population, while the other 50% of funds are allocated based on the RTPA’s previous year’s revenues.

Money generated by the LTF and STA can go toward a wide variety of transportation programs, according to the law. These include pedestrians, bicycles, bus, rail, community transit, and public transit projects and services. For counties with populations under 500,000, LTF funds may be used for local street and road construction and maintenance as well if there are no unmet transit needs.

Senate Bill 1 – State of Good Repair (SGR)

SB 1, The Road Repair and Accountability Act of 2017, provided a significant, stable, and ongoing increase in state transportation funding. SB 1 is composed of a series of measures and revenue enhancements such as increases in diesel and gasoline excise and sales taxes and vehicle registration fees. SB 1 encompasses the State of Good Repair (SGR) Program, which is projected to provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of the Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. In addition, the SGR Program is one of two programs that allocate SB 1 funds to transit agencies through the STA formula.

Transit and InterCity Rail Program (TIRCP)

TIRCP is a competitive grant program administered by Caltrans and the California State Transportation Agency (CalSTA). As part of SB 125 (Chapter 54 Statutes of 2023) \$4 billion in General Fund dollars are to be distributed through TIRCP to regional transportation planning agencies for operations or capital improvements.

Zero Emission Transit Capital Program (ZETCP)

The Zero Emission Transit Capital Program (ZETCP) is focused on funding the transition to zero-emission transit buses and infrastructure. It was created as part of SB 125 and aims to support the development and deployment of clean technologies in public transit, helping to reduce greenhouse gas emissions and improve air quality across the state. The California State Transportation Agency (CalSTA) operates this program.

ZETCP funds can be used for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure. Funds may also be used to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership. These funds are allocated directly to SJCOG pursuant to a population-based formula and another formula based on transit operator revenues within the San Joaquin County. SJCOG has the discretion to suballocate or distribute funds within San Joaquin County based on local needs, existing procedures, policies, or priorities. A table showing the distributions to each RTPA can be found in the SB 125 guidelines on the CalSTA website.

Low Carbon Transit Operations Program (LCTOP)

The California Air Resources Board (CARB) issues competitive grant solicitations for the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments pursuant to Assembly Bill 118. Each fiscal year, CARB must submit a proposed funding plan to its Board for approval. The funding plan serves as the blueprint for expanding the AQIP funds appropriated to CARB in the state budget.

A component of the Cap-and-Trade Program is the Low Carbon Transit Operations Program (LCTOP), which was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with an emphasis on serving disadvantaged communities. Approved projects in LCTOP support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project intended to reduce greenhouse gas emissions. SB 862 continuously appropriates 5% of the annual auction proceeds in the Greenhouse Gas Reduction Fund for LCTOP.

The City of Tracy has been using LCTOP funds to provide free fares for students.

Transportation Development Credits (formerly Toll Revenue Credits)

Transportation Development Credits (formerly referred to as Toll Revenue Credits) provides credit toward a project's local share for certain expenditures with toll revenues. The amount of credit toward local share to be earned by a State is based on revenues generated by toll authorities within the State. Under the provisions of 23 U.S.C. 120(j), FHWA oversees the determination of transportation development credit within each State. For the Federal Transit Administration (FTA), the effect of utilizing transportation development credits means that FTA, in essence, provides 100% of the total net project cost. For example, if the actual cost of the assets is \$500,000, FTA's share at 80% equals \$400,000. The remaining \$100,000 match is transportation development credits, so additional Federal funds are needed to equal \$500,000 or 100% of the net project cost.

FEDERAL REVENUE SOURCES

The Federal Transit Administration (FTA) provides financial and technical assistance to local public transit systems. Since 1964, FTA has partnered with state and local governments to create and enhance public transportation systems, investing approximately \$11 billion annually to support and expand public transit services. FTA provides annual formula grants to transit agencies nationwide as well as discretionary funding in competitive processes. The City of Tracy receives 5307 and 5339 funds currently.

Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Funding Program

The Urbanized Area Formula Funding Program makes federal resources available to urbanized areas for transit capital and operating assistance, and for transportation planning and related planning in urbanized areas. An urbanized area is a Census-designated area with a population of 50,000 or more as designated by the US Department of Commerce, Bureau of the Census. Because the City of Tracy is a small, urbanized area with between 50,000 and 200,000 people, the City of Tracy has used these funds for both operating and capital expenditures.

As an urbanized area (UZA) operator, Tracy receives its largest source of FTA funding through the Section 5307 program. Eligible activities include planning, engineering design, and evaluation of transit projects; capital investments in bus and bus-related activities; crime prevention and security equipment; construction of maintenance and passenger facilities; and capital investments in existing fixed guideway systems. All preventive maintenance and some ADA complementary paratransit service costs are considered capital costs. The federal funding share is not to exceed 80 percent of the net capital project cost. The federal share may not exceed 50 percent of the net project cost of operating assistance.

Federal Transit Administration (FTA) 5339 Bus and Bus Facilities Formula Grants

The FTA 5339 formula grant program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus related facilities. Funds are allocated based on a formula that considers factors like population and transit ridership, ensuring that resources are distributed fairly among different regions.

Table 52. Forecasted Revenue by FY and Source.

Fiscal Year	TOTAL	TIRCP/ ZETCP	Toll Credits	TDA	SGR	5307	5339	Farebox	LCTOP	MEASURE K
FY20/21 carryover	\$5,532,843					\$5,177,623	\$252,867	\$102,353		
FY21/22 carryover	\$3,096,649					\$2,795,458	\$233,063	\$68,128		
FY22/23 carryover	\$5,554,645					\$5,221,981	\$224,379	\$108,285		
FY23/24 carryover	\$12,609,359			\$7,402,220		\$4,789,959	\$231,173	\$74,827	\$111,180	
FY24/25	\$17,709,132	\$3,853,856		\$7,547,851	\$138,000	\$5,716,051	\$371,065	\$82,310		
FY25/26	\$15,273,629	\$446,411	\$2,511,678	\$6,000,000	\$165,000	\$5,000,000		\$90,541		\$1,100,000
FY26/27	\$14,545,505		\$3,529,910	\$6,000,000		\$5,000,000		\$99,595		
FY27/28	\$14,693,300		\$3,951,746	\$6,000,000		\$5,000,000		\$109,554		
FY28/29	\$15,847,606		\$3,827,096	\$6,000,000		\$5,000,000		\$120,510		\$1,000,000
FY29/30	\$15,876,181		\$4,876,181	\$6,000,000		\$5,000,000				
TOTAL	\$121,330,849	\$4,300,267	\$18,696,611	\$44,950,071	\$303,000	\$48,701,071	\$1,312,547	\$856,102	\$111,180	\$2,100,000
% of 5 yr Total		4%	15%	37%	0.25%	40%	1%	1%	0.09%	2%

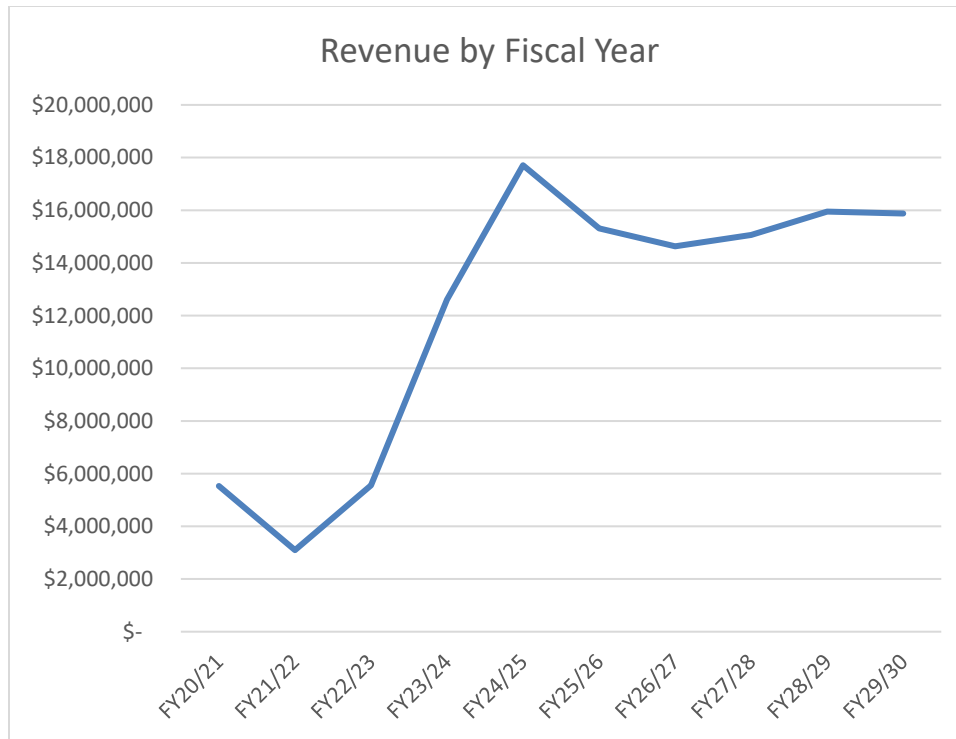


Figure 78. Revenue by Fiscal Year.

Table 53. Forecasted Expenditures by Fiscal Year.

Forecasted Expenditures	TOTAL	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Unknown/ Future
Operating Expenses	\$36,572,399	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911	
Capital Cost of Contracting	\$13,361,337	\$1,920,297	2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123	
2023 Fixed Route Bus Purchase (3)	\$2,200,000	\$2,200,000						
2024 Fixed Route Bus Purchase (6)	\$4,800,000	\$1,423,563	\$3,376,437					
2025 Fixed Route Bus Purchase (6)	\$4,800,000		\$1,107,324	\$3,692,676				
2025 Demand Response Bus Purchase (4)	\$1,000,000		\$1,000,000					
2026 DR Bus Purchase (2)	\$200,000			\$ 200,000				
2027 DR Bus Purchase (2)	\$420,000				\$420,000			
2028 Demand Response Bus Purchase (8)	\$1,840,000					\$1,840,000		
2029 DR Bus Purchase (2)	\$500,000						\$500,000	
2031 FR Bus Purchase (5)	\$7,500,000							\$7,500,000
2033 FR Bus Purchase (4)	\$6,000,000							\$6,000,000
TTS AV Upgrade	\$138,000	\$138,000						
ITS Project	\$1,400,000	\$1,400,000						
SRTP	\$145,000	\$145,000						
TTS Camera Upgrade	\$400,000	\$400,000						
TTS Generator	\$1,300,000	\$1,135,000	\$165,000					
On-Demand Software	\$500,000							\$500,000
Transit Asset Management (TAM)	\$100,000							\$100,000
Mall Transfer Station/Mobility Hubs	\$2,000,000							\$2,000,000
Stop relocations	\$250,000							\$250,000
Stop improvements	\$5,000,000							\$5,000,000
Maintenance Facility Land Purchase	\$2,000,000	\$2,000,000						
Maintenance Facility Design	\$4,000,000		\$1,100,000	\$2,300,000	\$600,000			
Maintenance Facility Construction	\$50,000,000							\$50,000,000
TOTAL	\$146,926,735	\$16,018,059	\$14,642,907	\$14,402,588	\$9,558,308	\$10,719,840	\$9,735,034	\$71,850,000

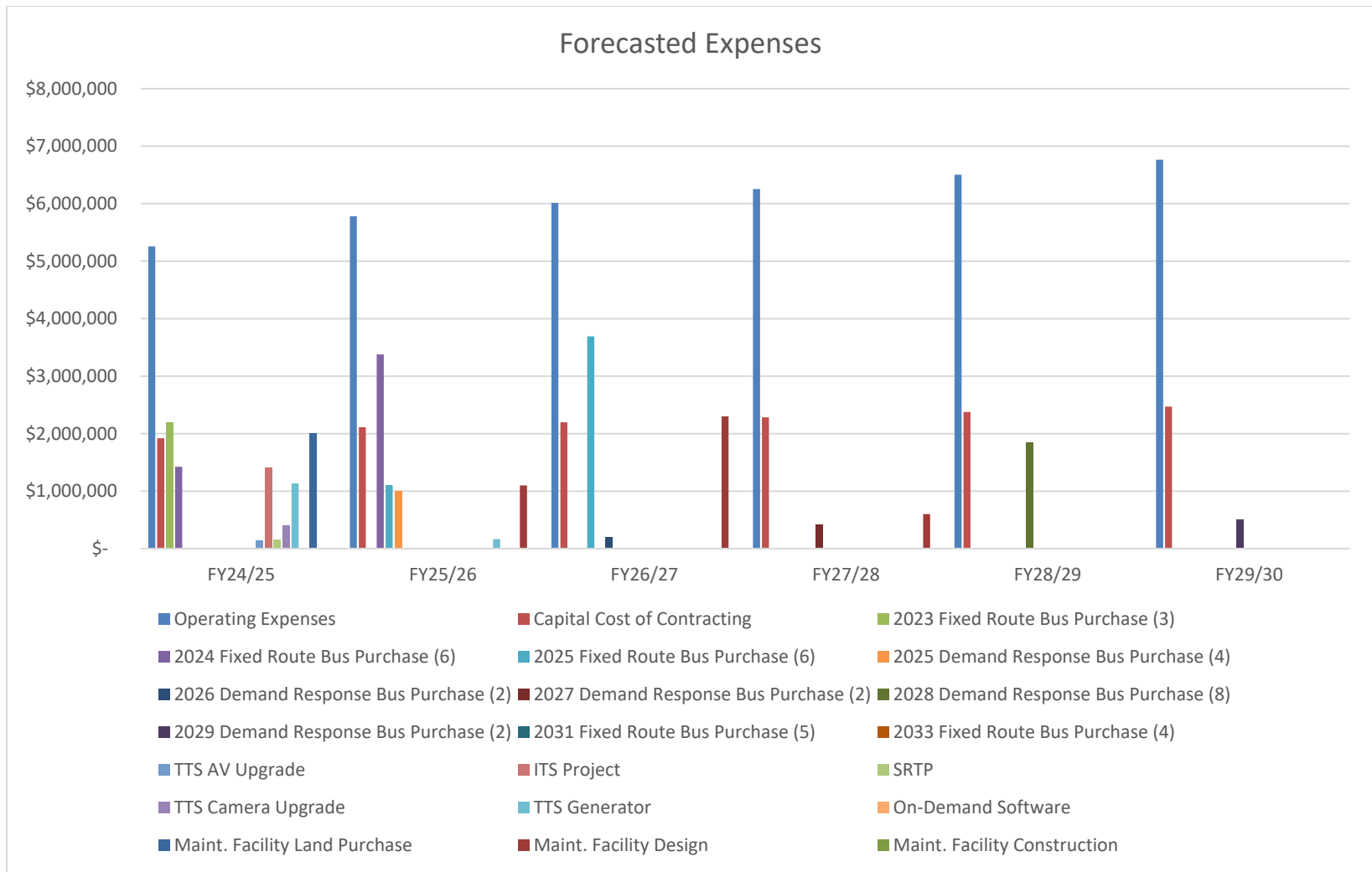


Figure 79. Forecasted Expenses

5.2.3 Fare Structure

EXISTING FARE STRUCTURE

The existing TRACER fare structure includes cash fares, a day pass, 10-ride ticket and 31-day pass for adults, students, and seniors (65+)/veterans/disabled/Medicare recipients. Additionally, there is currently an adult fare (\$4) and 50% off fare (\$2) for seniors (65+)/veterans/disabled/Medicare recipients for TRACER Plus Rides. Paratransit services are available to (65+)/veterans/disabled/Medicare recipients at a rate of \$1.50 per ride.

Table 54. Existing Fares.

	One-Way Cash Fare	Day Pass	10-Ride Ticket	31-Day Pass	TRACER Plus	Paratransit
Adults	\$1.25	\$3.00	\$12.50	\$35.00	\$4.00	
Student	\$1.00	\$2.50	\$10.00	\$28.00		
Senior (65+)/ Veteran/ Disabled/ Medicare	\$0.50	\$1.50	\$5.00	\$17.50	\$2.00	\$1.50
ADA Attendant	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
ACCESS Pass	\$0.00	\$0.00	\$0.00	\$0.00		
Child (6 & under)	\$0.00	\$0.00	\$0.00	\$0.00		
Guests/Companions						\$1.75
Same Day Appointment Surcharge						\$0.75
Same Day Reservation Change Surcharge						\$0.75

PROPOSED FARE STRUCTURE

The proposed fare structure looks to simplify the pass products offered and encourage more rides to be taken on transit. The proposed fare structure is to offer a day pass that will enable as many rides as needed within a day. The \$3 fare is double the existing one-way trip. This will eliminate the need for transfers within the system and encourage at least two trips per day per user. Additionally, there will also be a TRACER Plus 31-Day pass that will encourage the use of the TRACER Plus system. The pass product is priced at a reduced price for 32 total rides during the entire month. At a later date, the City could undertake optional analysis to determine if the one-way cash fare should be eliminated concurrently evaluate the cost of the Day Pass.

Table 55. Proposed Fare Structure.

	One-Way Cash Fare	Day Pass	31-Day Pass	Single Ride TRACER Plus	31-Day TRACER Plus	Paratransit
Adults	\$1.25	\$3.00	\$35.00	\$4.00	\$125.00	
Student	\$1.00	\$2.50	\$28.00	\$3.00	\$95.00	
Senior (65+)/ Veteran/ Disabled/ Medicare	\$0.50	\$1.50	\$17.50	\$2.00	\$62.50	\$1.50
ADA Attendant	\$0.00	\$0.00	\$0.00			\$0.00
ACCESS Pass	\$0.00	\$0.00	\$0.00			
Child (6 & under)	\$0.00	\$0.00	\$0.00			
Guests/Companions						\$1.75
Same Day Appointment Surcharge						\$0.75
Same Day Reservation Change Surcharge						\$0.75

6.0 CAPITAL IMPROVEMENT PROGRAM (PROJECT LIST)

This section describes the capital programs required to carry out the operations and services as outlined in the operations plan. This list of projects can be considered a Capital Improvement Plan (CIP), providing a basis for future federal, state, and regional funding requests for capital projects, vehicle replacements and rehabilitation, and system expansion projects.

6.1.1 TRACER Capital Program

To operate the program outlined in the Operations Plan (section 4.0), TRACER will need vehicles, bus stops and larger transfer stations, maintenance facility needs, and technological systems. Most of the programs described in this plan are financially constrained to the life of the SRTP, through FY29/30. Table 58 references both fiscally constrained and unfunded program needs.

Table 56. Overview of Capital Program.

Project Type	Capital Projects
Maintenance Facilities	New Bus Maintenance Facility (\$56M) Activities include: <ul style="list-style-type: none"> • Land Purchase (\$2M) • Facility Design (\$4M) • Construction (\$50M)
Vehicle Procurement	Bus purchases (\$15.7M)

Project Type	Capital Projects
	<ul style="list-style-type: none"> • up to 22 new vehicles to meet the needs of the operation service plan by FY29/30. • 8 Replacement vehicles will be needed by FY29/30 for vehicles nearing the end of their useful life
Bus Stop & Transfer Station Improvements	<ul style="list-style-type: none"> • Mall Transfer Station/Mobility Hub (\$2M) • Stop relocations (\$250K) • Stop improvements (\$5M) • Real-Time signage
System Technology Needs	<ul style="list-style-type: none"> • On-Demand Software (\$500K, in-progress FY24/25) • ITS AV Upgrades (\$138k) • ITS Project (\$1.4M) • TTS Generator (\$1.3M) • Transit Asset Management (TAM) program

MAINTENANCE FACILITIES

Tracy needs to build a new maintenance facility to follow the State of California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation that was adopted in December 2018. The regulation requires all public transit agencies to gradually reduce fleet vehicle tailpipe emissions and encourages them to provide innovative first and last-mile connectivity and improved mobility for transit riders. More specifically, the goal is to have all transit agencies' buses be zero-emission by 2040. The regulation states that for a small transit agency, like TRACER, starting January 1, 2026, twenty-five percent of the total number of new bus purchases in each calendar year must be zero-emission buses; and then starting January 1, 2029, all new bus purchases must be zero-emission buses.

The maintenance facilities project is necessary to ensure the fleet transition to zero emissions. A facility will either have to have electric charging infrastructure or hydrogen infrastructure to meet the State's regulation. Overall, the project involves several key components, starting with the land purchase, which is currently budgeted at \$2 million. Following this, the facility design is allocated \$4 million to ensure that the space meets all necessary requirements. Finally, the construction phase is expected to cost \$50 million, covering the actual building of the maintenance facilities.

A site had been selected for the new maintenance facility; however, the Planning Commission rejected the rezoning proposal. A new development application will need to be submitted once additional sites are approved by the City Council for their approval moving forward.

VEHICLE PROCUREMENT

The vehicle procurement plan aims to meet the operational service needs by acquiring up to 38 new vehicles by FY29/30. Additionally, 8 replacement vehicles will be necessary by FY29/30 to replace those vehicles approaching the end of their useful life, ensuring the fleet remains efficient and reliable for

ongoing operations. Beyond FY29/30, an additional 9 vehicles in the current fleet will need to be replaced.

Table 57. Vehicle Procurement Needs

Fiscal Year	Peak Period Fixed Route Needs	Peak Period Shuttles	FR FTA 20% Spare	FR to replace	New Fixed Route needs	Tracer Plus	Paratransit	Total Demand Response Needs	DR FTA 20% Spare	DR to replace	New Demand Response	Total Vehicles in Peak Service	All Vehicle Needs
FY24/25	11	3	6	0	9	4	4	8	2	0	4	22	30
FY25/26	11	1	4	0	0	5	4	9	2	0	1	21	27
FY26/27	17	3	7	0	11	5	4	9	2	2	0	29	38
FY27/28	18	3	7	2	1	6	4	10	2	0	1	31	40
FY28/29	23	4	9	0	8	6	4	10	2	4	0	37	48
FY29/30	24	4	9	0	1	7	4	11	3	0	2	39	51

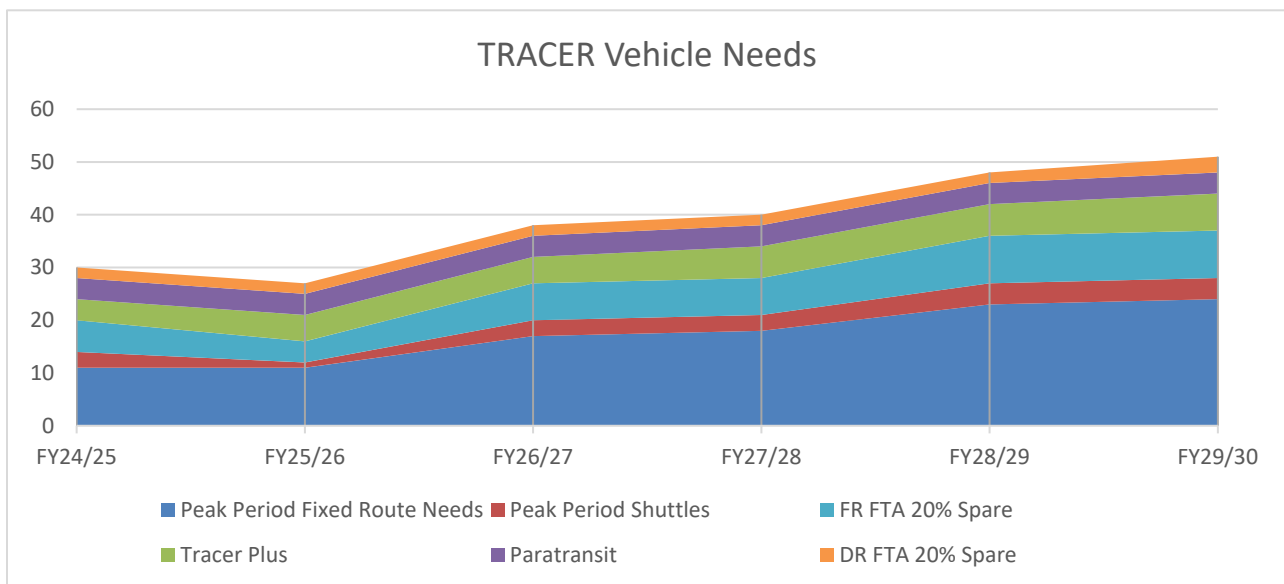


Figure 80. Vehicle Needs by Fiscal Year

BUS STOP & TRANSFER STATION IMPROVEMENTS

All of the bus stop and transfer improvements outlined are currently unfunded. The plan includes the development of a Mall Transfer Station/Mobility Hub, estimated at approximately \$2 million, along with stop relocations costing around \$250,000. Additionally, \$5 million is allocated for stop improvements, and the installation of real-time signage will also be part of the overall upgrades.

TECHNOLOGY SYSTEM NEEDS

The On-Demand Software project, currently in progress for FY24/25, has a budget of \$500,000. In addition, the ITS AV Upgrades are estimated at \$138,000, while the overall ITS Project is allocated \$1.4 million. Another component is the TTS Generator, which requires \$1.3 million. The Transit Asset Management (TAM) program is a key focus, with the project team outlining efforts to implement a systemic asset management approach for the transit system. This includes detailing past and current achievements in TAM, as well as identifying the best practices for enhancing management. The team will also explore the integration of the latest software tools, applications, and business processes to improve TAM, ensuring these advancements are incorporated into decision-making processes.

6.1.2 Capital Improvement Project (CIP) list.

The table below outlines the current projections for capital projects, both funded and unfunded over the life of the SRTP.

Table 58. Capital Improvement Project List

Capital Projects		Total	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Beyond 5yrs/ unfunded
Maintenance Facilities	Maintenance Facility Land Purchase	\$2,000,000	\$2,000,000						
	Maintenance Facility Design	\$4,000,000		\$1,100,000	\$2,300,000	\$600,000			
	Maintenance Facility Construction	\$50,000,000							\$50,000,000
Vehicle Procurement	2023 Fixed Route Bus Purchase (3)	\$2,200,000	\$2,200,000						
	2024 Fixed Route Bus Purchase (6)	\$4,800,000	\$1,423,563	\$3,376,437					
	2025 Fixed Route Bus Purchase (6)	\$4,800,000		\$1,107,324					
	2025 Demand Response Bus Purchase (4)	\$1,000,000		\$1,000,000					
	2026 Demand Response Bus Purchase (2)	\$200,000			\$200,000				
	2027 Demand Response Bus Purchase (2)	\$420,000				\$420,000			
	2028 Demand Response Bus Purchase (8)	\$1,840,000					\$1,840,000		
	2029 Demand Response Bus Purchase (2)	\$500,000						\$500,000	
	Unfunded Bus needs (2031, 2033)	\$13,500,000							\$13,500,000
Bus Stop & Transfer Station Improvements	Mall Transfer Station/Mobility Hubs	\$2,000,000							\$2,000,000
	Stop relocations	\$250,000							\$250,000
	Stop improvements	\$5,000,000							\$5,000,000
	Real-Time signage	\$500,000							\$500,000
Technology System Needs	On-Demand Software	\$500,000	\$500,000						
	ITS AV Upgrades	\$138,000							
	ITS Project	\$1,400,000	\$1,400,000						
	TTS Camera Upgrade	\$400,000	\$400,000						



Capital Projects		Total	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Beyond 5yrs/ unfunded
	TTS Generator	\$1,300,000	\$1,135,000	\$165,000					
	Transit Asset Management (TAM)	\$100,000							\$100,000
	TOTAL	\$92,493,000	\$8,841,563	\$6,748,761	\$6,192,676	\$1,020,000	\$1,840,000	\$500,000	\$71,850,000

APPENDIX A – OPERATIONS AND CAPITAL BUDGET SHEETS

Table 59. Demand Response & Fixed Route Fleet Management Plan Expenditures

Type	Year to be Replaced	Projected Useful Life	Replacement or Expansion	Manufacture Year of Vehicles Being Replaced	Funding Source(s)	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded	Estimated Project Cost	
2023 Fixed Route Bus Purchase (3)	2024	14	Replacement	2010	TDA	\$2,200,000												\$2,200,000	
12 x New Fixed Route Buses	2025	14	Expansion		TDA, 5339, Measure K	\$1,423,563	\$4,483,761	\$3,692,676										\$9,600,000	
4 x New Demand Response Vehicles	2025	7	Expansion		TDA, Measure K		\$1,000,000											\$1,000,000	
2 x Demand Response Nor Cal Van, Transit Van (21 Ft)	2026	5	Replacement	2020	TDA, Toll Credits			\$200,000										\$200,000	
2 x Chevy, Low Floor Cutaway (26 ft)	2027	5	Replacement	2020	TDA, Toll Credits				\$420,000									\$420,000	
4 x Demand Response Ford Transit, Cutaway Bus (21 Ft)	2028	7	Replacement	2020	TDA, Toll Credits					\$840,000								\$840,000	
4 x New Demand Response Vehicles	2028	7	Expansion		TDA, Toll Credits, Measure K					\$1,000,000								\$1,000,000	
2 x New Demand Response Vehicles	2029	7	Expansion		TDA, Toll Credits						\$500,000							\$500,000	
5x Gillig, BRT Low Floor Bus (35 Ft)	2031	14	Replacement	2017	TDA, Toll Credits							\$7,500,000						\$7,500,000	
4 x Gillig, G27E, BRT Low Floor Bus (29 Ft)	2033	12	Replacement	2021	TDA, Toll Credits										\$6,000,000			\$6,000,000	
Year Total						\$3,623,563	\$5,483,761	\$3,892,676	\$420,000	\$1,840,000	\$500,000	\$7,500,000		\$6,000,000					
Cumulative Total							\$9,107,324	\$13,000,000	\$13,420,000	\$15,260,000	\$15,760,000	\$15,760,000	\$23,260,000	\$23,260,000	\$29,260,000	\$29,260,000	\$29,260,000		

Table 60. Capital Revenue Sources Demand Response & Fixed Route Fleet Management Plan

Capital Revenue Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
TDA	\$14,950,071	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
5339	\$1,312,547										
5307	\$26,496,530	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Toll Credits											
Measure K		\$1,100,000			\$1,000,000			\$2,500,000		\$2,000,000	
Year Total	\$42,759,148	\$12,100,000	\$11,000,000	\$11,000,000	\$12,000,000	\$11,000,000	\$11,000,000	\$13,500,000	\$11,000,000	\$13,000,000	\$11,000,000
Cumulative Total		\$54,859,148	\$65,859,148	\$76,859,148	\$88,859,148	\$99,859,148	\$110,859,148	\$124,359,148	\$132,859,148	\$148,359,148	\$159,359,148

Table 61. Fixed Route & Demand Response Operating Plan Expenditures

Expenditure Purpose	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded
Operating Expenses	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911	\$7,440,302	\$8,184,332	\$9,002,766	\$9,903,042	\$10,893,346	
Capital Cost of Contracting	\$1,920,297	\$2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123	\$2,718,235	\$2,990,059	\$3,289,065	\$3,617,971	\$3,979,768	
2023 Fixed Route Bus Purchase (3)	\$2,200,000											
2024 Fixed Route Bus Purchase (6)	\$1,423,563	\$3,376,437										
2025 Fixed Route Bus Purchase (6)		\$1,107,324	\$3,692,676									
2025 Demand Response Bus Purchase (4)		\$1,000,000										
2026 Demand Response Bus Purchase (2)			\$200,000									
2027 Demand Response Bus Purchase (2)				\$420,000								
2028 Demand Response Bus Purchase (8)					\$1,840,000							
2029 Demand Response Bus Purchase (2)						\$500,000						
2031 Fixed Route Bus Purchase (5)								\$7,500,000				
2033 Fixed Route Bus Purchase (4)										\$6,000,000		
Unfunded Bus needs												\$0
Year Total	\$10,800,059	\$13,377,907	\$12,102,588	\$8,958,308	\$10,719,840	\$9,735,034	\$10,158,537	\$18,674,391	\$12,291,830	\$19,521,013	\$14,873,114	\$0
Cumulative Total		\$24,177,966	\$36,280,553	\$45,238,861	\$55,958,702	\$65,693,735	\$75,852,273	\$94,526,664	\$106,818,494	\$126,339,507	\$141,212,622	\$141,212,622

Table 62. Fixed Route & Demand Response Operating Plan Revenue Sources

Operating Revenue Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
5307	\$26,496,530	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
5339	\$1,312,547										
CARES/ARPA	\$1,574,924										
TIRCP/ZETCP	\$3,853,856	\$446,411									
Toll Credits	\$0	\$2,511,678	\$3,529,910	\$3,951,746	\$3,827,096	\$4,876,181		\$1,000,000		\$800,000	
TDA	\$14,950,071	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
SGR	\$138,000	\$165,000									
LCTOP	\$111,180										
Measure K		\$1,100,000			\$1,000,000			\$2,500,000		\$2,000,000	
Farebox	\$435,903	\$90,541	\$99,595	\$109,554	\$120,510	\$0					
Year Total	\$48,873,011	\$14,867,219	\$14,629,505	\$15,061,300	\$15,947,606	\$15,876,181	\$11,000,000	\$14,500,000	\$11,000,000	\$13,800,000	\$11,000,000
Cumulative Total		\$63,740,230	\$78,369,735	\$93,431,035	\$109,378,641	\$125,254,822	\$136,254,822	\$150,754,822	\$161,754,822	\$175,554,822	\$186,554,822

Table 63. Other Capital Projects

Project Description	Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded	Estimated Project Cost
	Funding Source													
Maintenance Facility Land Purchase	TDA	\$2,000,000											\$0	\$2,000,000
Maintenance Facility Design	TDA		\$2,000,000	\$2,000,000									\$0	\$4,000,000
Maintenance Facility Construction													\$50,000,000	\$50,000,000
Mall Transfer Station/Mobility Hubs													\$2,000,000	\$2,000,000
Stop Relocations													\$250,000	\$250,000

Stop Improvements														\$5,000,000	\$5,000,000
Real-Time signage														\$500,000	\$500,000
On-Demand Software	TDA	\$500,000												\$0	\$500,000
ITS AV Upgrades	SGR	\$138,000												\$0	\$138,000
ITS Project	TDA, 5339	\$1,400,000												\$0	\$1,400,000
TSS Camera Upgrades	TDA	\$400,000												\$0	\$400,000
TTS Generator	TDA, SGR	\$1,135,000	\$165,000											\$0	\$1,300,000
Transit Asset Management (TAM)														\$100,000	\$100,000
Totals		\$5,573,000	\$2,165,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,850,000	\$67,588,000

Table 64. Summary

Worksheet	Expenditure Total	Revenue Total	Difference
Demand Response & Fixed Route Fleet Management	\$29,260,000.00	\$159,359,148.00	\$(130,099,148.00)
Demand Response & Fixed Route Operating	\$141,212,621.52	\$186,554,822.00	\$(45,342,200.48)
Other Capital Projects	\$67,588,000.00	\$0	\$67,588,000.00
Totals	\$238,060,621.52	\$345,913,970.00	\$107,853,348.48

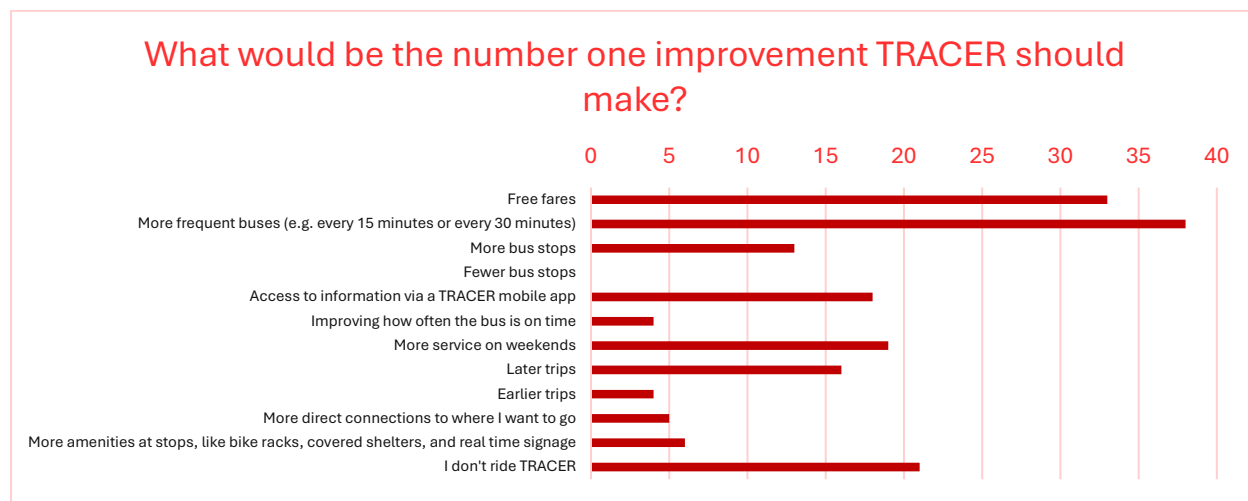
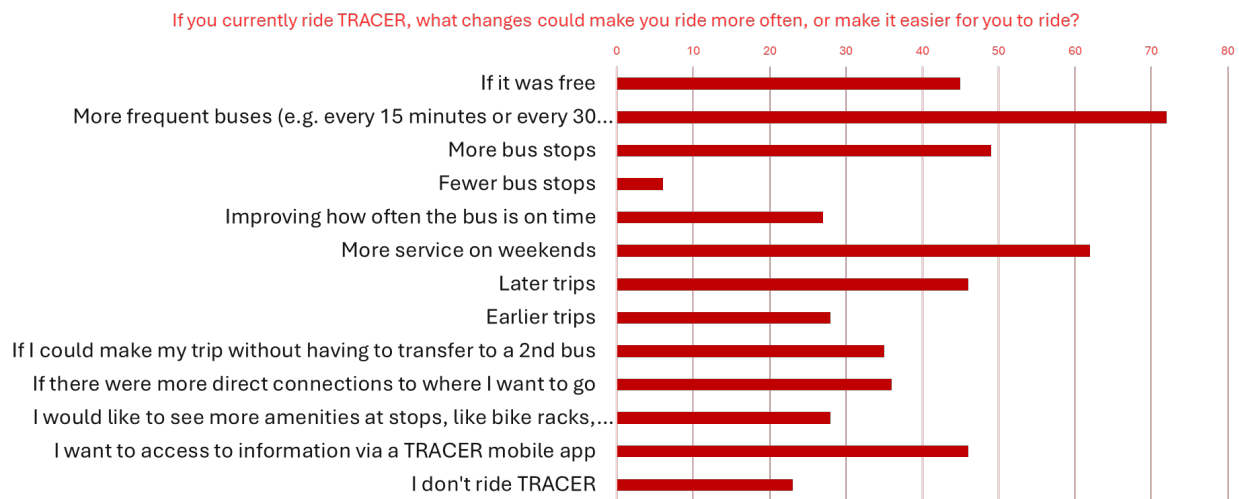
APPENDIX B – STAKEHOLDER ENGAGEMENT

The following are outreach and engagement activities that occurred during the development of the Short-Range Transit Plan for the City of Tracy.

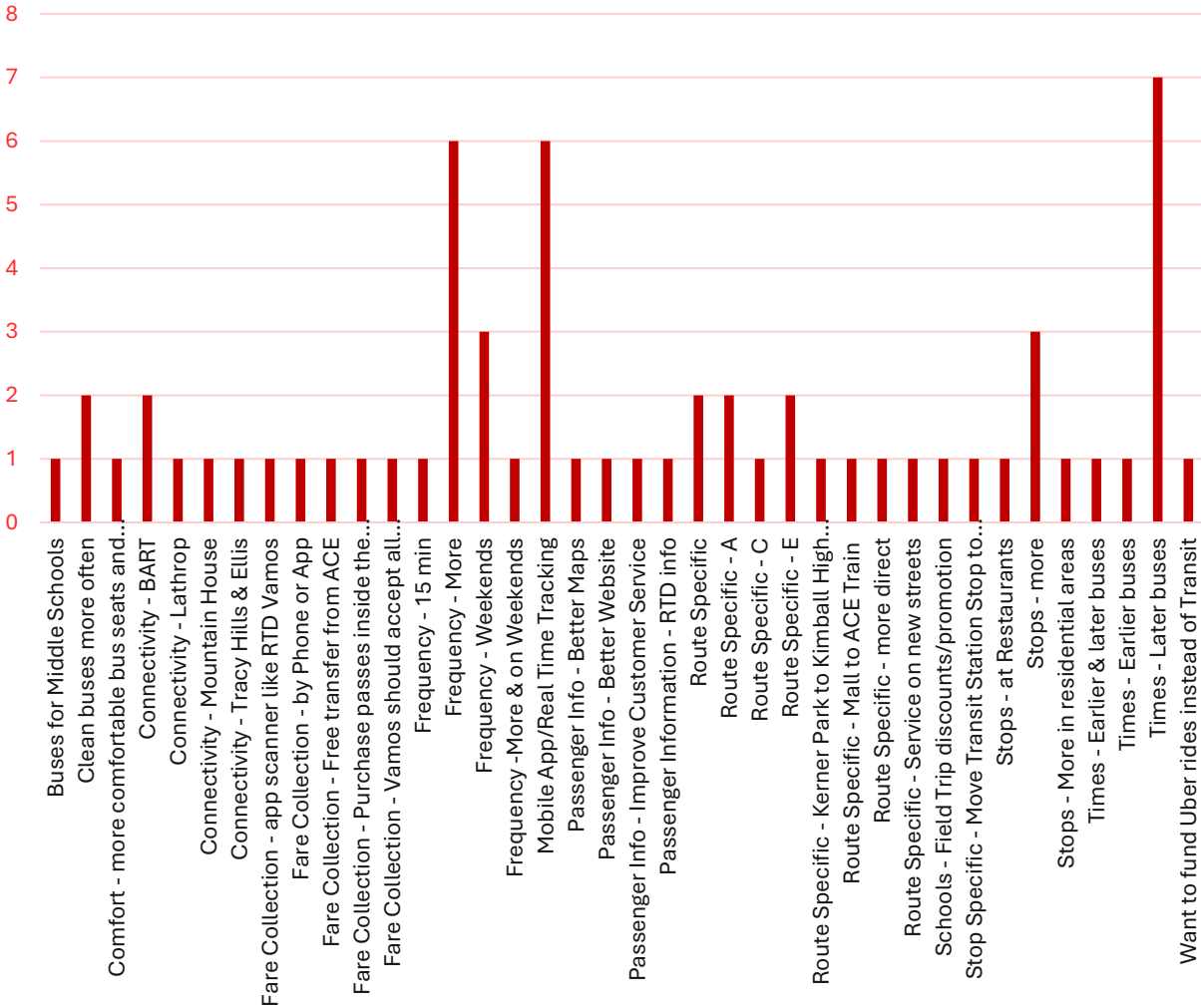
Survey

A survey of transit users was conducted from April 27, 2024, closing on June 30, 2024. Respondents were asked a total of 46 questions. 214 total surveys were collected, including 6 in Spanish.

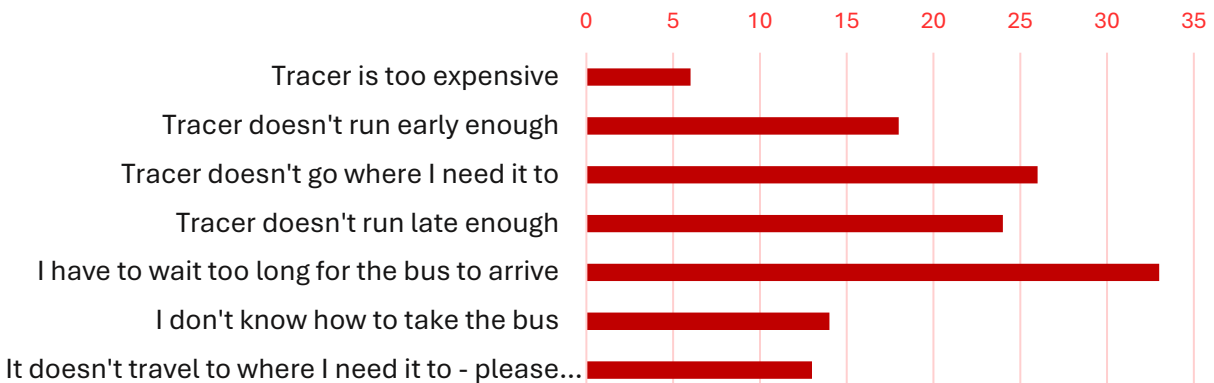
Of importance were the following questions - What Improvements do residents want for TRACER, and If you don't use TRACER, why not?

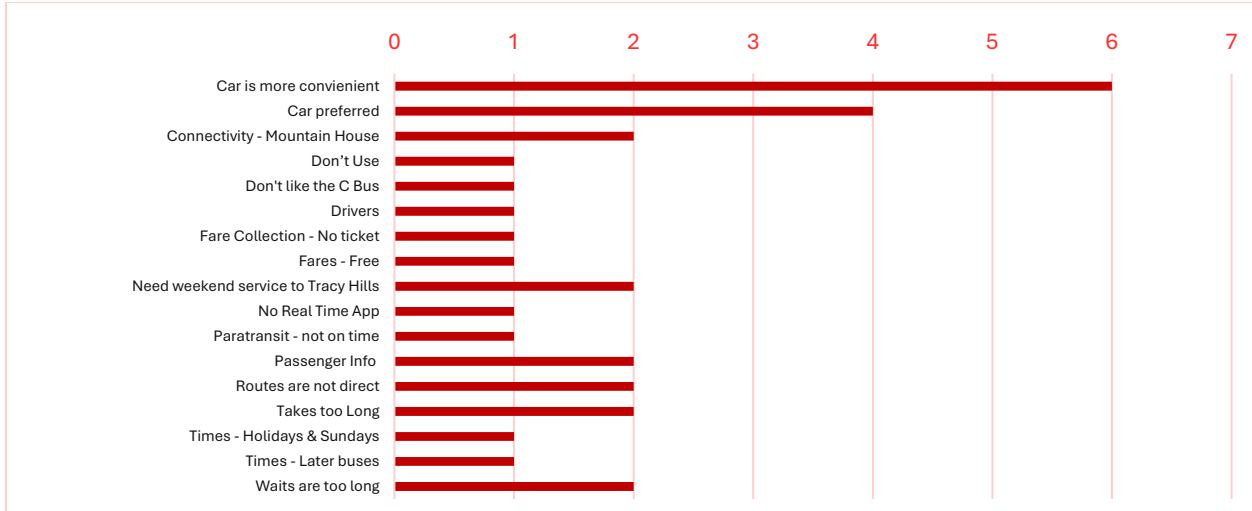


Q29. Do you have any other comments on how to improve TRACER bus services



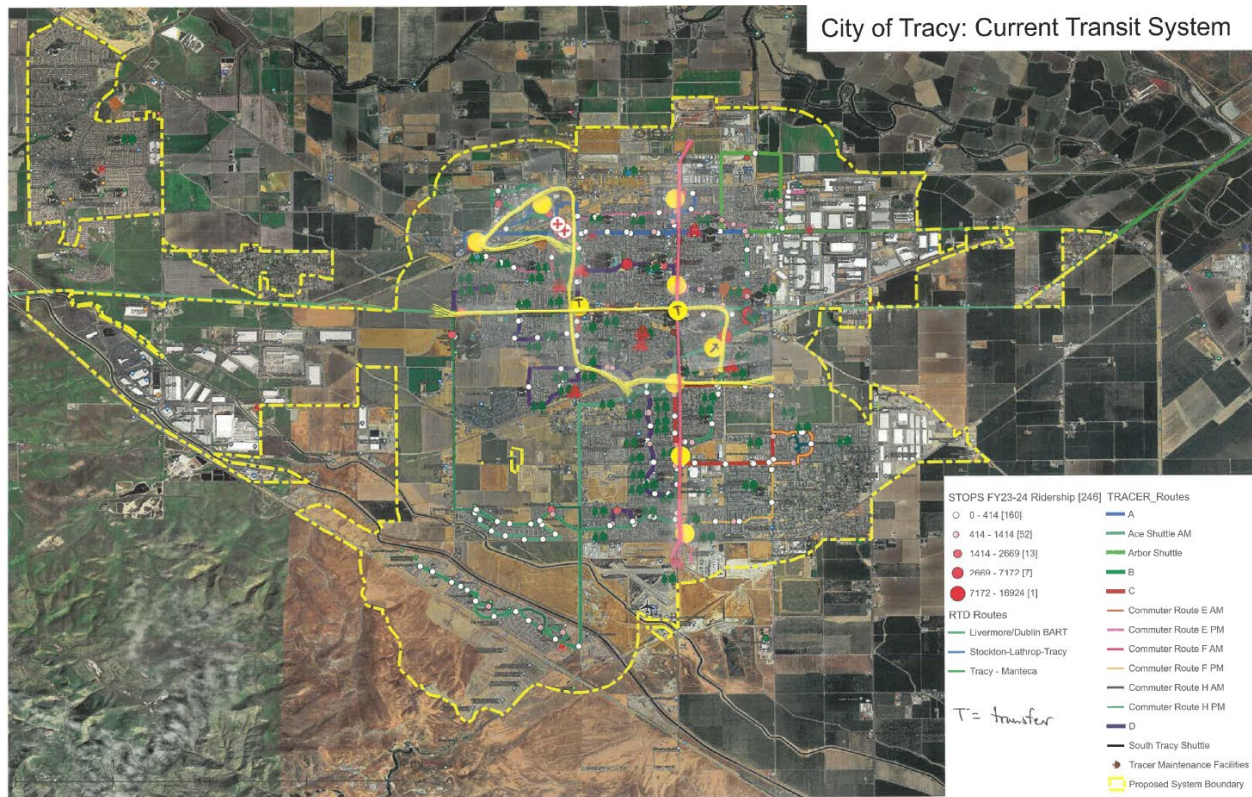
If you don't use TRACER, why not?





Public Workshop

A public workshop was hosted on Saturday August 17th from 10am to noon.





What is working in the TRACER System today that you don't want to see changed? Why?

- Students Ride Free; Skillful Friendly drivers; safety of system (low crime)
- Free rides for students
- current routes...but can make improvement to current services and frequencies.

What is not working in the current TRACER system and how would you change it?

- Ease of Use
- Circuit routes -->Direct routes back and forth; No Google Maps integration --> Please integrate with maps and display routes.
- How you work the drivers. Eliminate the panda bus.
- number of stops on route which can impact travel time; budget annual for funding (to be discussed)
- add back stop at El Pollo Loco; some stop placements too close (East/Grant Line) Panda Express; 30min wait is too long. Bus A to Winco; crossing @THS; Black Bear Diner Stop. Bus C takes a long time. Better connection times F or transfers. Hours later. don't have to start/stop @ TTS; bus stop @ Golden Corral - takes 15 min to walk from Walmart to Panda; 12 min Winco to Panda

TRACER - Travel Survey

TRACER needs your help! Please take a few minutes to complete this survey to provide feedback on Tracer's services. All responses will be confidential. Thank you!

This survey is to support the development of Tracer's Short Range Transit Plan.

Please tell us the top three (3) places you travel to most often within the City of Tracy. Please be as specific as possible (e.g., work, school, the grocery store, downtown Tracy, the mall, the ACE Station, etc.).

1. The 1st place you travel to most often within the City of Tracy.

2. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

3. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

4. How do you typically travel there?

Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

5. The 2nd place you travel to most often within the City of Tracy.

6. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

7. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

8. How do you typically travel there?

Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

9. The 3rd place you travel to most often within the City of Tracy.

10. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

11. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

12. How do you typically travel there?

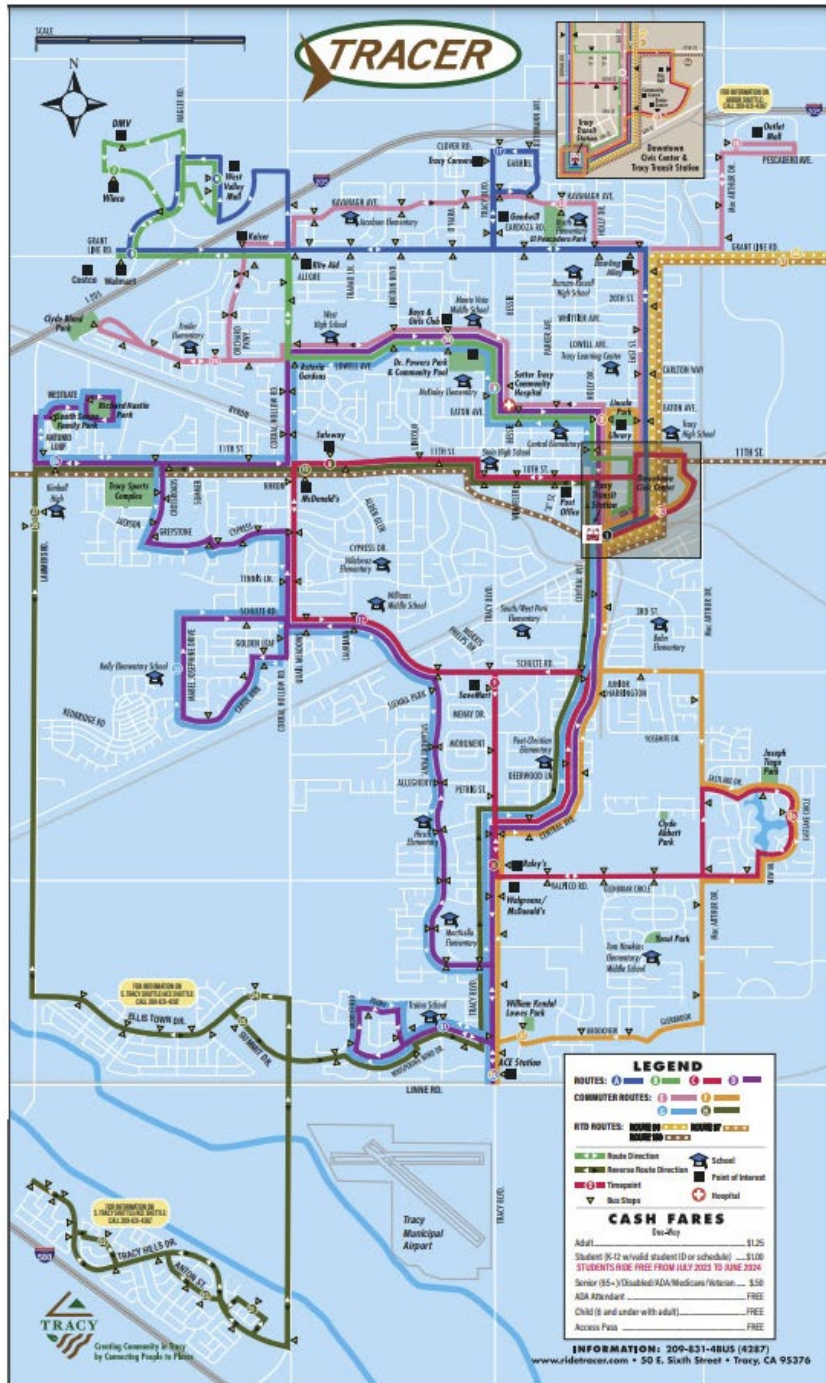
Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

Riding TRACER, TRACER Plus and Paratransit

What is working and what is not working right now?

TRACER Routes



13. The transit routes I use most often are:

Check all that apply.

- Route A: Transit Station <--> West Valley Mall
- Route B: Transit Station <--> West Valley Mall
- Route C: Transit Station <--> Hidden Lake
- Route D: Transit Station <--> 11th St/Lammers/Kimball High
- Commuter Route E: Transit Station <--> West High School
- Commuter Route F: Transit Station <--> ACE Station
- Commuter Route G: Transit Station <--> 11th St/Lammers
- Commuter Route H: Transit Station <--> Kimball High/Lammers
- Arbor Shuttle
- ACE Shuttle
- South Tracy Shuttle
- TRACER Plus
- Tracer Paratransit
- RTD Route 90
- RTD Route 97
- RTD Route 150
- ACE Train Service
- I don't ride transit

14. The stop(s) I use most often are

15. If you don't use TRACER, why not?

Check all that apply.

- Tracer is too expensive
- Tracer doesn't run early enough
- Tracer doesn't go where I need it to
- Tracer doesn't run late enough
- I have to wait too long for the bus to arrive
- I don't know how to take the bus
- It doesn't travel to where I need it to - please tell us where under "other"
- Other: _____

16. What would make you more likely to use TRACER?

Check all that apply.

- Real time information at stops
- A mobile app that has real time information
- More frequent service
- Earlier service
- Later service
- Other: _____

17. What do you like about riding TRACER?

Check all that apply.

- Taking the bus is a low cost travel option.
- Goes to the places I need to travel to.
- Travels at the times I need to use it.
- The bus stops have nice amenities.
- I feel safe taking the bus.

-
18. If you currently ride TRACER, what changes could make you ride more often, or make it easier for you to ride? Please choose no more than three (3).

Check all that apply.

- If it was free
- More frequent buses (e.g. every 15 minutes or every 30 minutes)
- More bus stops
- Fewer bus stops
- Improving how often the bus is on time
- More service on weekends
- Later trips
- Earlier trips
- If I could make my trip without having to transfer to a 2nd bus
- If there were more direct connections to where I want to go
- I would like to see more amenities at stops, like bike racks, covered shelters, and real time signage
- I want to access to information via a TRACER mobile app
- I don't ride TRACER
- Other: _____

19. What would be the number one improvement TRACER should make?

Mark only one oval.

- Free fares
- More frequent buses (e.g. every 15 minutes or every 30 minutes)
- More bus stops
- Fewer bus stops
- Access to information via a TRACER mobile app
- Improving how often the bus is on time
- More service on weekends
- Later trips
- Earlier trips
- More direct connections to where I want to go
- More amenities at stops, like bike racks, covered shelters, and real time signage
- I don't ride TRACER
- Other: _____

20. If you take the bus to a destination, do you generally take the bus back on your return trip?

Mark only one oval.

- Yes
- No
- Sometimes

21. What times of day do you typically ride TRACER? (select all that apply)

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

22. How convenient is TRACER for your trip needs?

Mark only one oval.

1 2 3 4 5

Not Very convenient

very convenient

23. How easy to use is TRACER for your trip needs?

Mark only one oval.

1 2 3 4 5

Not Very easy

very easy

24. How safe do you feel riding TRACER?

Mark only one oval.

1 2 3 4 5

Not Very safe

very safe

25. How often is the bus on-time for your trip?

Mark only one oval.

1 2 3 4 5

Not Always on-time
often on-time

26. If you have an issue, how satisfied are you with TRACER's customer service?

Mark only one oval.

1 2 3 4 5

Not Very satisfied
very satisfied

27. Do you use TRACER to connect to another transit service? If so, which one?

Mark only one oval.

- RTD Routes
- ACE Train
- Greyhound
- I do not connect to other transit services
- Other: _____



28. If you use TRACER to connect to another transit service, how well timed is this transfer?

Mark only one oval.

- Well timed
- Generally I have to wait about 15 minutes for my connecting bus
- Generally I have to wait about 30 minutes for my connecting bus
- Generally I have to wait over 30 minutes for my connecting bus
- Other: _____

29. Do you have any other comments on how to improve TRACER bus services? Please share them here.

30. Are you aware of [TRACER Plus](#), the City's on-demand Bus Service that will take you anywhere in the City limits? Rides can be scheduled by calling (209)831-4BUS or via the Transloc App from the Google Play Store.

Mark only one oval.

- Yes
- No

-
31. What is the most you would you be willing to pay for a one-way trip on TRACER Plus, the City's curb-to-curb on-demand bus service that will take you anywhere in the City limits?

Mark only one oval.

- \$2-3 dollars
- \$4-5 dollars
- \$6-7 dollars
- \$7 or more dollars

32. What day of the week would you want to use TRACER Plus? (select all that apply)

Check all that apply.

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

33. What time of day would you want to use TRACER Plus? (select all that apply)

Check all that apply.

- before 6am
- 6am -9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight
- Other: _____



34. If you have taken TRACER Plus, how would you rate the service?

Mark only one oval.

1 2 3 4 5
Poor Great!

35. How would you improve TRACER Plus?

36. Are you aware of [TRACER Paratransit](#), the door-to-door shared-ride service for individuals with certified disabilities (ADA), seniors (age 65+), Medicare participants and Veterans? Rides can be scheduled by calling (209)831-4BUS

Mark only one oval.

Yes
 No

37. If you have taken TRACER Paratransit, how would you rate the service?

Mark only one oval.

1 2 3 4 5
Needs Great!
Improvement

38. How would you improve TRACER Paratransit?

Demographic Questions

Help us understand you!

39. Do you own a car?

Mark only one oval.

Yes

No

40. Do you have a drivers license?

Mark only one oval.

Yes

No

41. If you don't have a car or a license, do you have someone that can give you a ride to where you need to go?

Mark only one oval.

- Yes
- No
- Sometimes
- Other: _____

42. How old are you?

Mark only one oval.

- Under 16
- 16 - 18
- 19 - 29
- 30 - 44
- 45 - 64
- Over 65

Did you know [Students \(K - 12\) ride free!](#)

43. Are there school aged children in your household?

Mark only one oval.

- Yes
- No

44. What are the cross streets closest to your home?

45. What is your approximate total annual household income?

Mark only one oval.

- Less than \$20,000
- \$20,000 to \$39,999
- \$40,000 to \$79,999
- \$80,000 to \$119,000
- \$120,000 to \$179,000
- Over \$180,000
- Don't know/Prefer not to say

46. You are

Mark only one oval.

- Non-Hispanic White
- Hispanic/Latinx
- African-American/Black
- Asian/Pacific Islander
- Multiracial
- Prefer not to say
- Other: _____

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Google Forms

Encuesta de Viajes- TRACER

¡TRACER necesita su ayuda! Por favor, tómese unos minutos para rellenar esta encuesta y darnos su opinión sobre los servicios de Tracer. Todas las respuestas serán confidenciales.

¡Muchas gracias!

Esta encuesta tiene por objeto apoyar el desarrollo del Plan de Tránsito de Corto Alcance de Tracer.

Por favor, díganos los tres (3) lugares a los que viaja con más frecuencia dentro de la ciudad de Tracy. Por favor, sea lo más específico posible (por ejemplo, trabajo, escuela, supermercado, centro de Tracy, centro comercial, la estación de ACE, etc.).

1. ¿Cuál es el primer lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

2. ¿Con qué frecuencia viaja a ese lugar?

Marque solo un óvalo.

Mark only one oval.

- Diariamente – entre
 semana
 1 a 2 veces por semana
 3 a 4 veces por semana
 Los fines de semana
 Other: _____

3. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

4. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

5. ¿Cuál es el segundo lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

6. ¿Con qué frecuencia viaja a ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Diariamente – entre semana
- 1 a 2 veces por semana
- 3 a 4 veces por semana
- Los fines de semana
- Other: _____

7. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - medianoche

8. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

9. ¿Cuál es el tercer lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

10. ¿Con qué frecuencia viaja a ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Diariamente - entre semana
- 1 a 2 veces por semana
- 3 a 4 veces por semana
- Fines de semana
- Other: _____

11. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

12. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

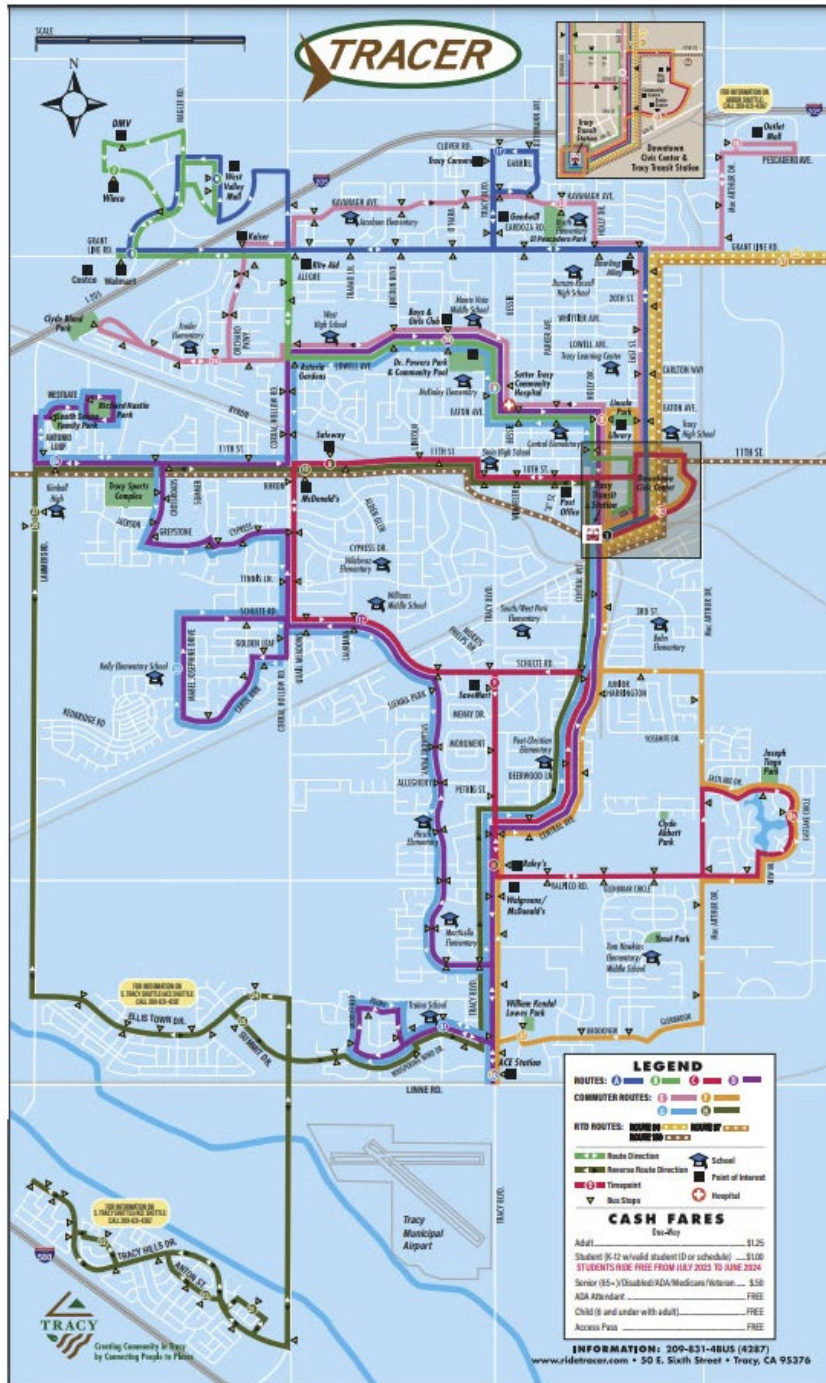
Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

Viajar en TRACER, TRACER Plus y Paratransit

¿Qué funciona y qué no funciona ahora?

TRACER Rutas



13. Las rutas de transporte público que utilizo con más frecuencia son:

Marque todas las que correspondan.

Check all that apply.

- Ruta A: Estación de transporte<-> West Valley Mall
- Ruta B: Estación de transporte<-> West Valley Mall
- Ruta C: Estación de transporte<-> Hidden Lake
- Ruta D: Estación de transporte<-> 11th St/Lammers/Kimball High
- Commuter Ruta E: Estación de transporte<-> West High School
- Commuter Ruta F: Estación de transporte<-> Estación ACE
- Commuter Ruta G: Estación de transporte<-> 11th St/Lammers
- Commuter Ruta H: Estación de transporte<-> Kimball High/Lammers
- Arbor Shuttle
- ACE Shuttle
- South Tracy Shuttle
- TRACER Plus
- Tracer Paratransit
- RTD Ruta 90
- RTD Ruta 97
- RTD Ruta 150
- Servicio de tren ACE
- No uso el transporte público

14. La(s) parada(s) de autobús que utilizo más a menudo son:

15. Si no utiliza TRACER, ¿por qué no lo hace?

Marque todas las que correspondan.

Check all that apply.

- TRACER es muy costoso
- TRACER no inicia recorridos lo suficientemente temprano
- TRACER no va a donde necesito
- TRACER no tiene recorridos lo suficientemente tarde
- Tengo que esperar demasiado para que llegue el autobús.
- No sé cómo tomar el autobús.
- No viaja a dónde necesito; díganos a dónde en "otro"
- Other: _____

16. ¿Qué haría que usted usara el TRACER?

Marque todas las que correspondan.

Check all that apply.

- Información en tiempo real en las paradas de autobús.
- Una aplicación móvil con información en tiempo real.
- Servicio más frecuente
- Servicio más temprano
- Servicio más tarde
- Other: _____

17. ¿Qué le gusta de usar el TRACER?

Marque todas las que correspondan.

Check all that apply.

- Tomar el autobús es una opción de viaje a bajo costo.
- Va a los lugares a los que necesito ir.
- Opera en los momentos en que necesito usarlo.
- Las paradas de autobús tienen buenas comodidades.
- Me siento seguro tomando el autobús.

-
18. Si actualmente usa TRACER, ¿qué cambios se podrían hacer para que viaje con más frecuencia o que le resulte más fácil hacerlo? Por favor no elija más de tres (3).

Check all that apply.

- Si fuera gratuito
- Que los autobuses pasen con más frecuencia (por ejemplo, cada 15 minutos o cada 30 minutos)
- Más paradas de autobús
- Menos paradas de autobús
- Mejorar la frecuencia con la que el autobús llega a tiempo
- Más servicios durante el fin de semana.
- Si hubiera viajes más temprano
- Si hubiera viajes más tarde
- Si pudiera hacer mi viaje sin tener que hacer transbordo a un segundo autobús.
- Si hubiera conexiones más directas hacia donde quiero ir
- Me gustaría que hubiera más comodidades en las paradas, como portabicicletas, refugios cubiertos y señalización en tiempo real.
- Poder acceder a la información a través de una aplicación móvil TRACER
- No uso trazadora
- Other: _____

19. 16. ¿Cuál sería la mejora número uno que debería hacer TRACER?

Marque sólo un óvalo.

Mark only one oval.

- Tarifas gratuitas
- Que los autobuses pasen con más frecuencia (por ejemplo, cada 15 minutos o cada 30 minutos)
- Más paradas de autobús
- Menos paradas de autobús
- Mejorar la frecuencia con la que el autobús llega a tiempo
- Más servicios durante el fin de semana.
- Si hubiera viajes más temprano
- Si hubiera viajes más tarde
- Si pudiera hacer mi viaje sin tener que hacer transbordo a un segundo autobús.
- Si hubiera conexiones más directas hacia donde quiero ir
- Me gustaría que hubiera más comodidades en las paradas, como portabicicletas, refugios cubiertos y señalización en tiempo real.
- Poder acceder a la información a través de una aplicación móvil TRACER
- No uso TRACER
- Other: _____

20. Si toma el autobús a un destino, ¿generalmente toma el autobús de regreso?

Marque sólo un óvalo.

Mark only one oval.

- Sí
- No
- A veces

21. ¿Generalmente a qué hora del día usa el TRACERT?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

22. ¿Qué tan conveniente es TRACER para las necesidades de su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

No r Muy conveniente

23. ¿Qué tan fácil de usar es TRACER para las necesidades de su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Com Muy fácil

24. ¿Qué tan seguro se siente usando TRACER?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Insef Muy seguro

25. 25. ¿Con qué frecuencia llega puntual el autobús para su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

No l Siempre llega a tiempo

26. Si tiene algún problema, ¿qué tan satisfecho está con el servicio al cliente de TRACER?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Insa Muy Satisfecho

-
27. ¿Utiliza TRACER para conectarse a otro servicio de transporte? Si es así, ¿cuál?
Marque sólo un óvalo.

Mark only one oval.

- Rutas RTD
- ACE Tren
- Greyhound
- No me conecto a otros servicios de transporte
- Other: _____

28. Si utiliza TRACER para hacer conexión con otro servicio de transporte, ¿qué tan puntual es el transbordo?
Marque sólo un óvalo.

Mark only one oval.

- Bien sincronizado
- Generalmente tengo que esperar unos 15 minutos para mi autobús de conexión
- Generalmente tengo que esperar unos 30 minutos para mi autobús de conexión
- Generalmente tengo que esperar más de 30 minutos para mi autobús de conexión
- Other: _____

29. ¿Tiene algún otro comentario sobre cómo mejorar los servicios de autobús de TRACER?
Compártalo aquí.

-
30. ¿Conoce TRACER Plus, el servicio de autobús a pedido (on-demand) que lo llevará a cualquier lugar dentro de los límites de la ciudad? Los viajes se pueden programar llamando al (209)831-4BUS o a través de la aplicación Transloc desde Google Play Store.

Marque sólo un óvalo.

Mark only one oval.

Sí

No

31. ¿Cuál es la cantidad máxima que estaría dispuesto a pagar por un viaje de ida en TRACER Plus, el servicio de autobús a pedido (on-demand) de puerta a puerta que lo llevará a cualquier lugar dentro de los límites de la ciudad?

Marque sólo un óvalo.

Mark only one oval.

\$2-3 dólares

\$4-5 dólares

\$6-7 dólares

\$7 o más dólares

32. ¿Qué día de la semana le gustaría usar TRACER Plus?

Marque todas las que correspondan.

Check all that apply.

Lunes

Martes

Miércoles

Jueves

Viernes

Sábado

Domingo

33. ¿A qué hora del día le gustaría usar TRACER Plus? *Marque todas las que correspondan.*

Check all that apply.

- Antes de las 6 am
- 6am -9am
- 9am - 3pm
- 3pm - 7pm horas
- 7pm - Medianoche
- Other: _____

34. ¿Si ha tomado TRACER Plus, ¿cómo calificaría el servicio?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Defi ○ ○ ○ ○ ○ ¡Excelente!

35. ¿Cómo mejoría TRACER Plus?

-
36. ¿Usted conoce [TRACER Paratransit](#), el servicio de transporte compartido puerta a puerta para personas con discapacidades certificadas (ADA por sus siglas en inglés), personas mayores (65 años o más), participantes de Medicare y veteranos? Los viajes se pueden programar llamando al (209)831-4BUS

Marque sólo un óvalo.

Mark only one oval.

Sí

No

37. Si ha usado TRACER Paratransit, ¿cómo calificaría el servicio?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Necesario ¡Excelente!

38. ¿Cómo mejoraría el sistema TRACER Paratransit?

Preguntas demográficas

¡Ayúdenos a entenderlo!

39. ¿Usted tiene un automóvil?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

40. ¿Usted tiene licencia para conducir?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

41. Si no tiene un automóvil o licencia, ¿tiene alguien que lo pueda llevar a donde necesitas ir?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

A veces

Other: _____

42. ¿Qué edad tiene?

Marque sólo un óvalo.

Mark only one oval.

- Menor de 16 años
- 16 - 18
- 19 - 29
- 30 - 44
- 45 - 64
- Más de 65

¿Usted sabía que los [estudiantes \(K - 12\) viajan gratis!](#)

43. ¿Hay niños en edad escolar en su hogar?

Marque sólo un óvalo.

Mark only one oval.

- Sí
- No

44. ¿Cuáles son las calles importantes más cercanas a su casa?

45. ¿Cuál es el ingreso familiar anual total aproximado?

Marque sólo un óvalo.

Mark only one oval.

- Menos de \$20,000
- \$20,000 a \$39,999
- \$40,000 a \$79,999
- \$80,000 a \$119,000
- \$120,000 a \$179,000
- Más de \$180,000
- No sé/Prefiero no decirlo

46. Usted es

Marque sólo un óvalo.

Mark only one oval.

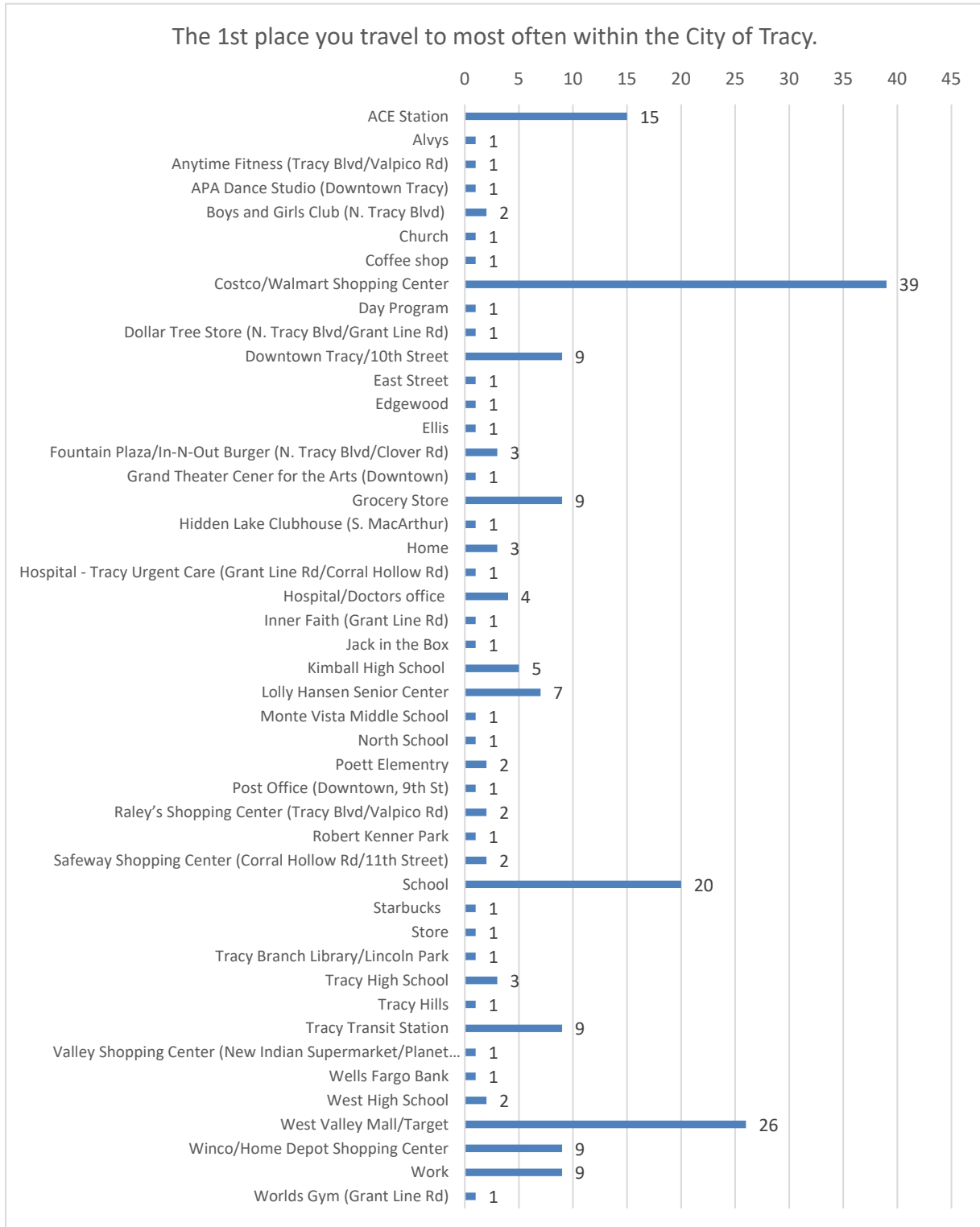
- Blanco no hispano
- Hispano/latino
- Afroamericano/negro
- Asiático/isleño del Pacífico
- Multirracial
- Prefiero no decirlo
- Other: _____

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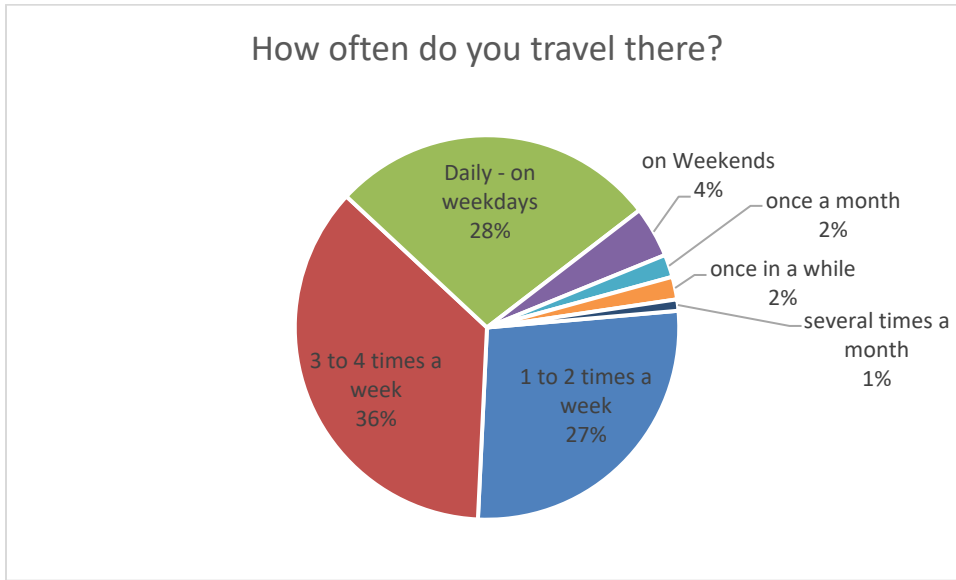
Google Forms

APPENDIX D: SURVEY RESULTS

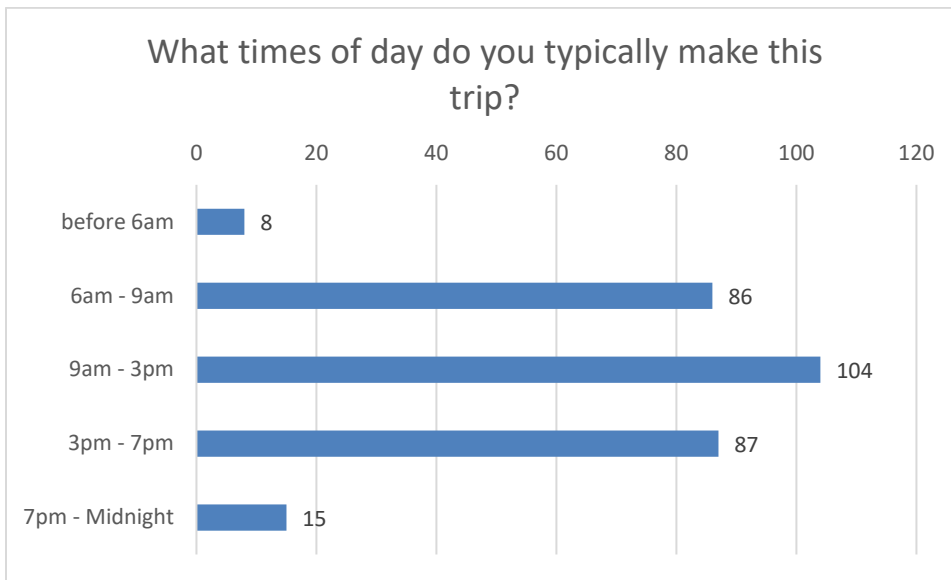
Q1: The 1st place you travel to most often within the City of Tracy.



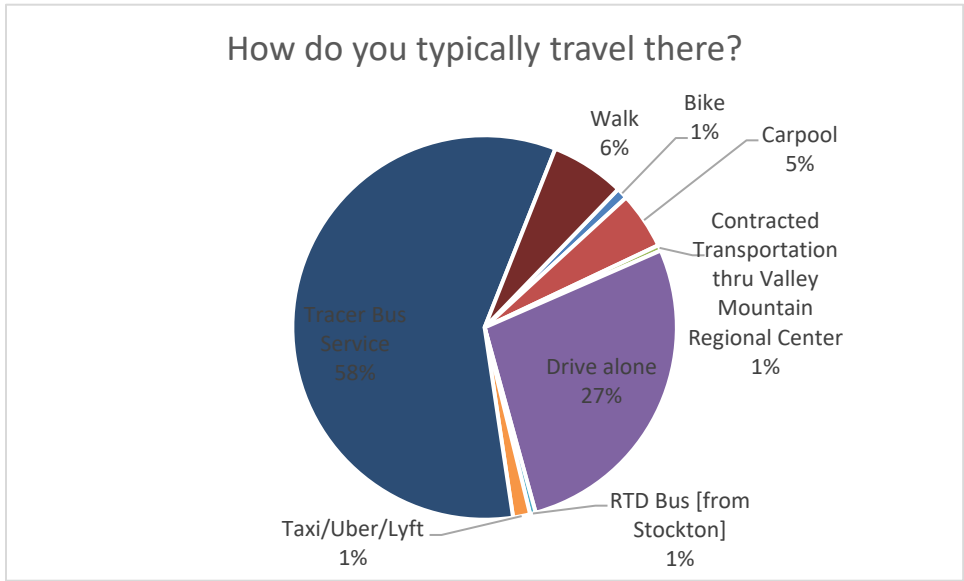
Q2: How often do you travel there?



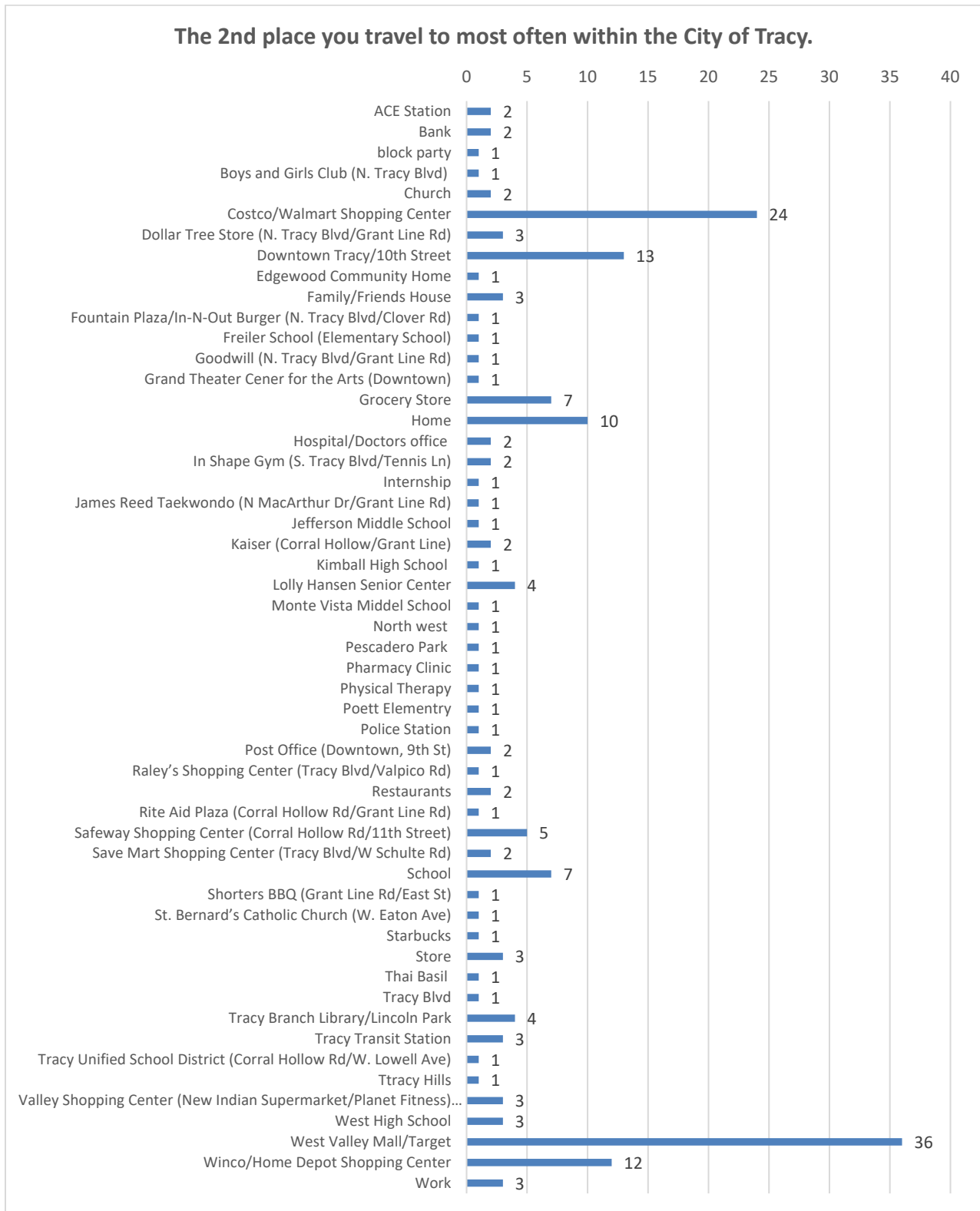
Q3: What times of day do you typically make this trip?



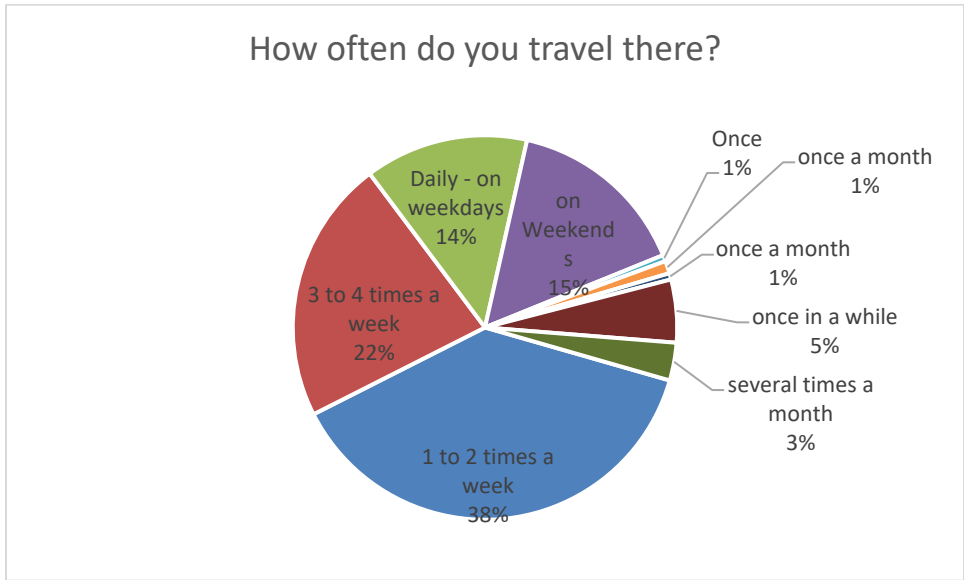
Q4: How do you typically travel there?



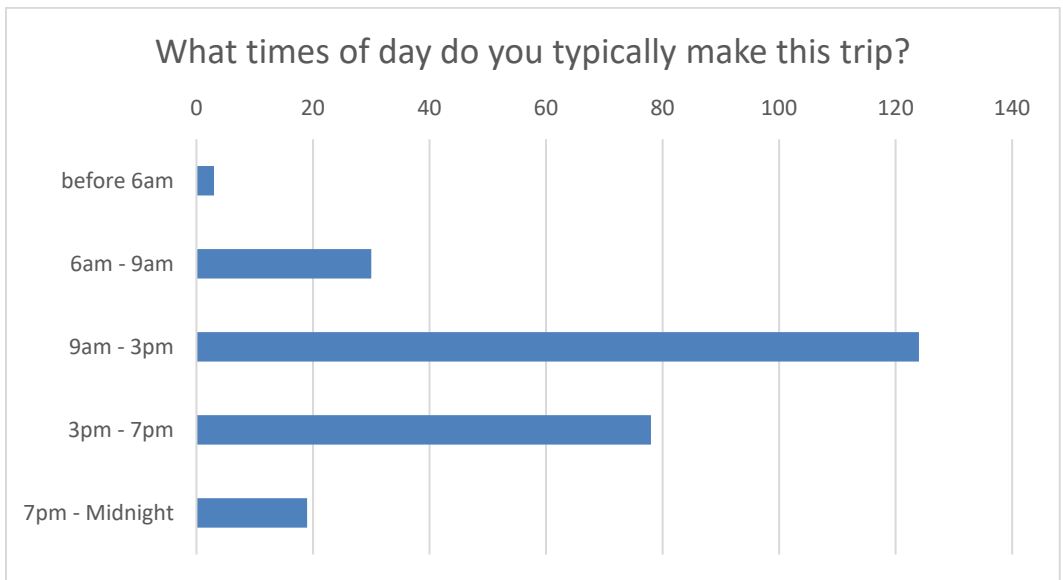
Q5: The 2nd place you travel to most often within the City of Tracy



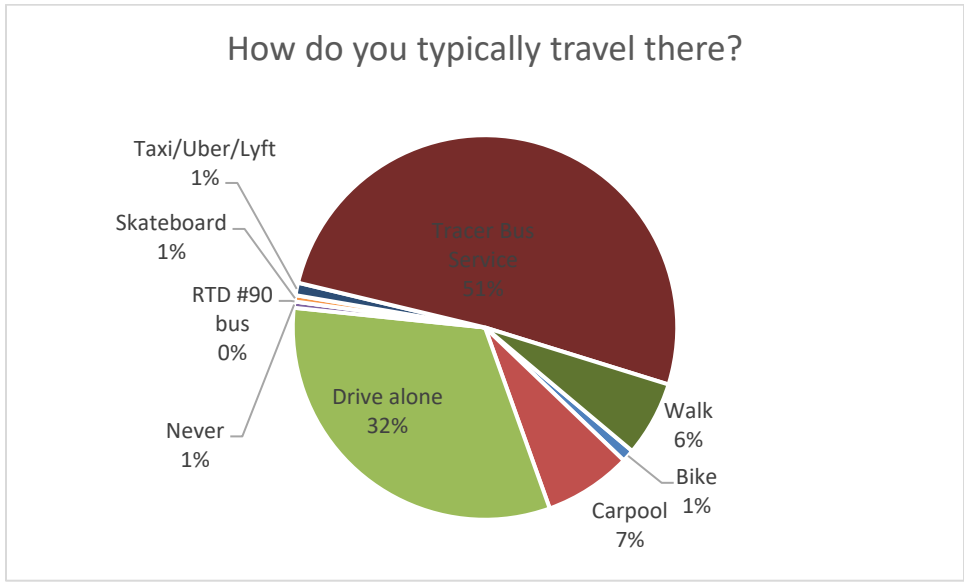
Q6: How often do you travel there?



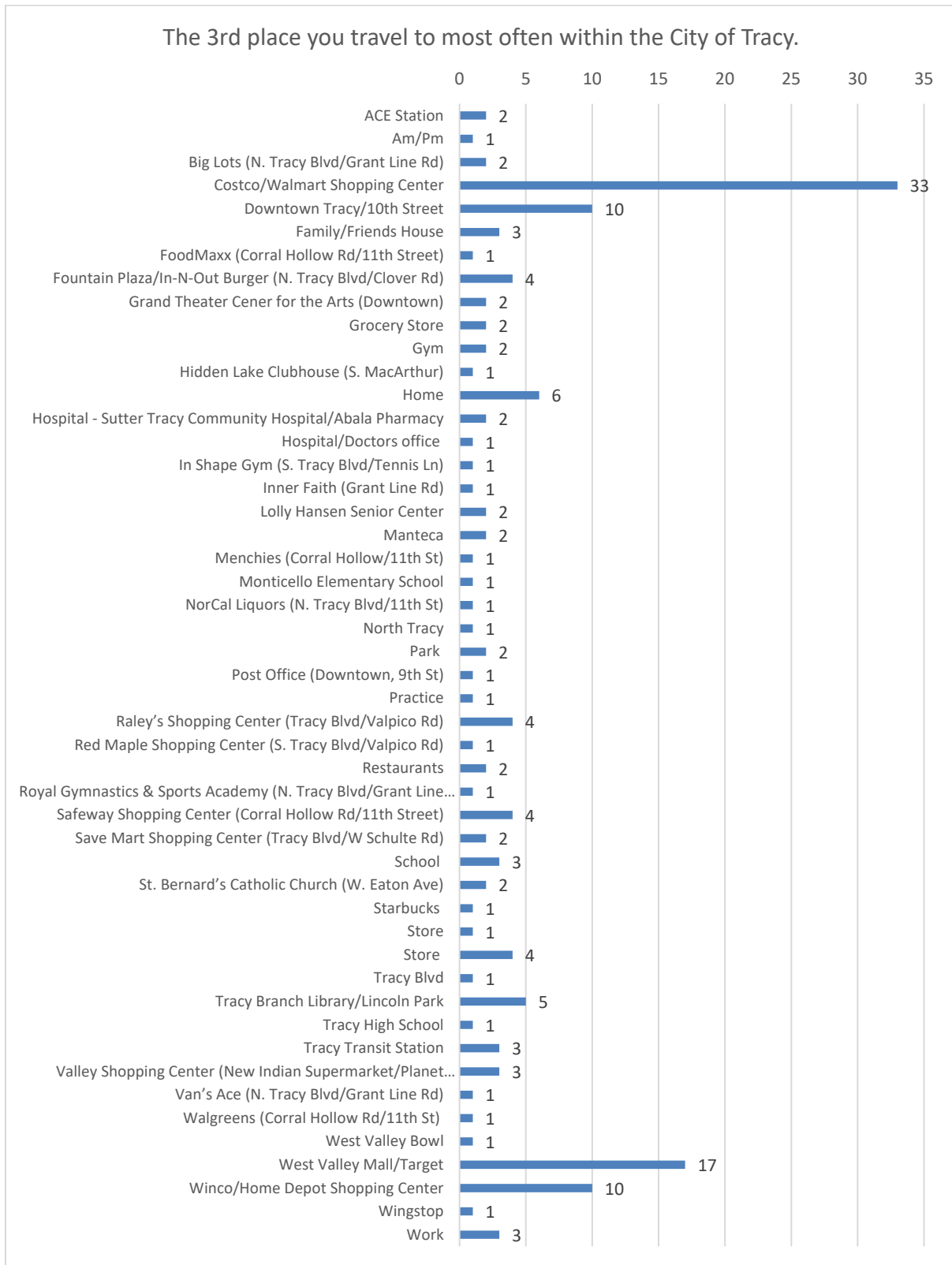
Q7: What times of day do you typically make this trip?



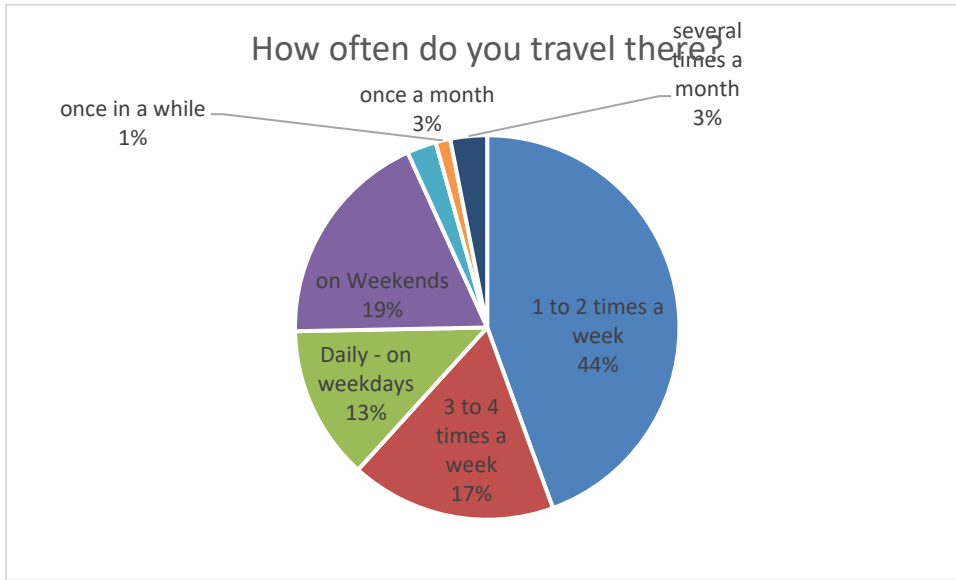
Q8: How do you typically travel there?



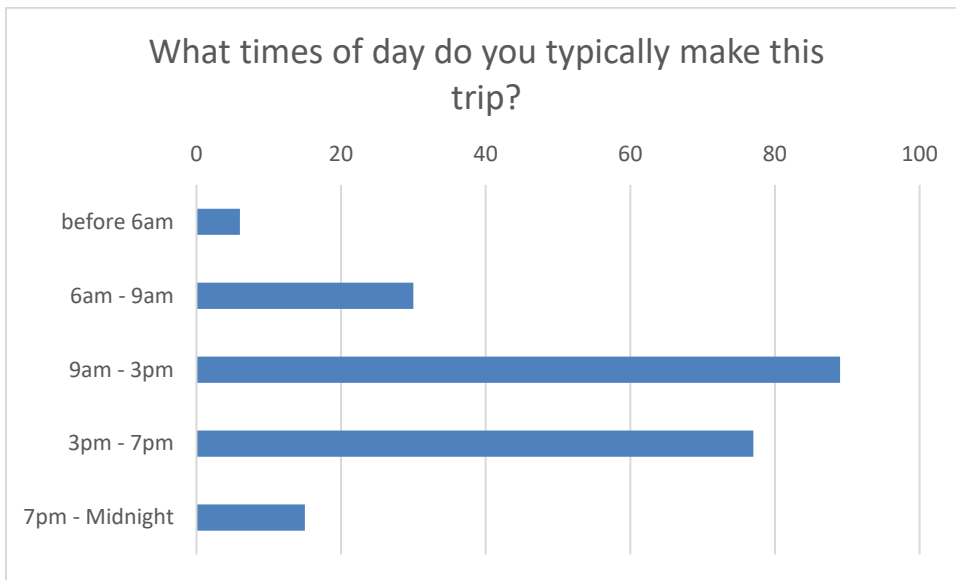
Q9: The 3rd place you travel to most often within the City of Tracy.



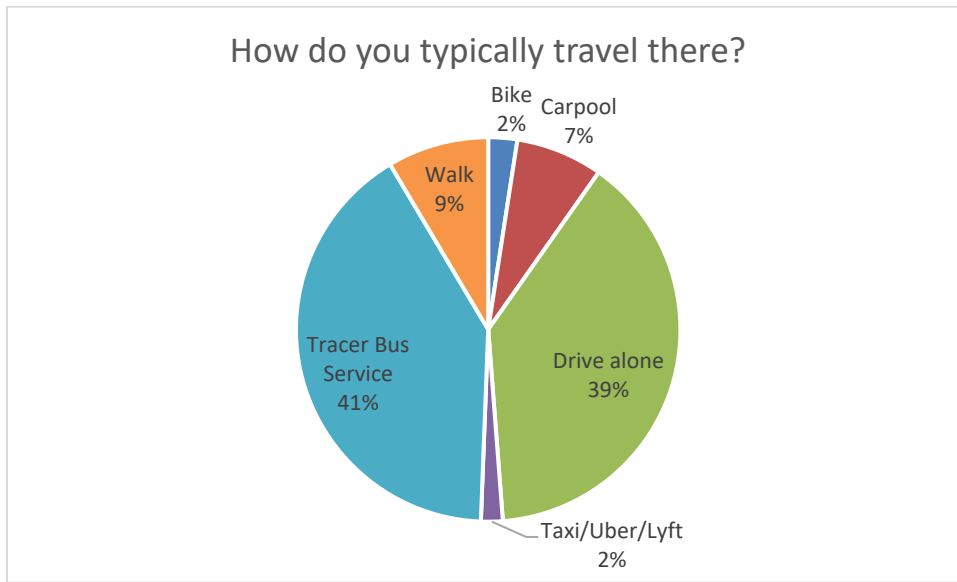
Q10: How often do you travel there?



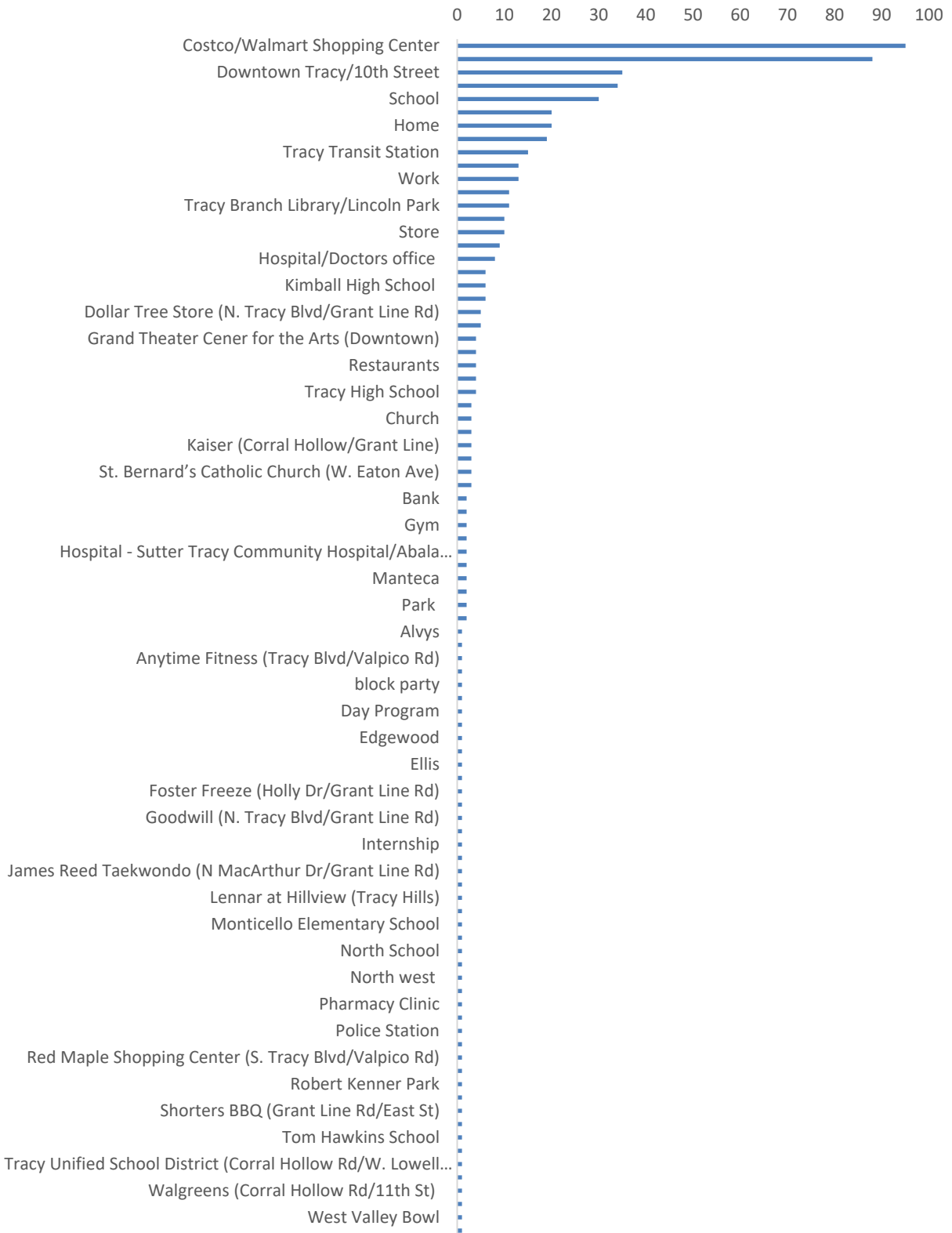
Q11: What times of day do you typically make this trip?



Q12: How do you typically travel there?



All Places people travel within the City of Tracy. (Q1,Q5, Q9) Distilled



Q1-12 Combined Analysis

Places People Travel Most - Detailed.	Total Travelers	Frequency							Time of Day					Mode of Transportation									
		1 to 2 times a week	3 to 4 times a week	Daily - on weekdays	on Weekends	once a month	once in a while	several times a month	before 6am	6am - 9am	9am - 3pm	3pm - 7pm	7pm - Midnight	Bike	Carpool	Contracted through Valley Mountain Regional	Drive alone	Never	RTD Bus [from Stockton]	Skateboard	Taxi/Uber/Lyft	Tracer Bus Service	Walk
Costco/Walmart Shopping Center	95	51	19	5	14	2	2	2	0	13	62	40	9	0	5	0	38	0	0	0	3	49	1
West Valley Mall/Target	88	33	17	6	17	1	4	1	1	7	54	33	5	3	7	0	18	0	0	1	46	4	
Downtown Tracy/10th Street	35	10	7	2	10	1	1	1	0	5	21	17	5	1	1	0	10	0	1	1	17	1	
Winco/Home Depot Shopping Center	34	14	7	2	3	2	0	2	0	8	15	11	1	1	1	0	13	0	0	0	14	2	
School	30	0	11	15	0	0	0	0	1	19	8	8	0	1	3	0	4	0	0	0	15	3	
Grocery Store	20	9	5	2	2	0	0	0	0	2	12	6	2	0	1	0	9	0	0	0	7	0	
Home	20	2	5	12	0	0	0	0	1	1	7	13	1	0	0	0	6	0	0	0	12	1	
ACE Station	19	7	11	1	0	0	0	0	3	19	0	12	3	0	2	0	6	0	0	0	11	0	
Tracy Transit Station	15	4	4	6	0	0	0	0	1	9	9	6	2	0	0	0	0	0	0	0	12	3	
Lolly Hansen Senior Center	13	5	6	2	0	0	0	0	0	5	8	0	0	0	1	0	3	0	0	0	5	3	
Work	13	2	5	7	1	0	0	0	1	6	6	6	1	0	0	0	8	0	0	0	5	2	
Safeway Shopping Center (Corral Hollow Rd/11th Street)	11	6	4	0	0	0	1	0	0	3	3	7	1	0	0	0	7	0	0	0	4	0	
Tracy Branch Library/Lincoln Park	11	5	2	2	0	0	1	0	0	1	5	5	1	1	0	0	1	0	0	0	6	2	
Raley's Shopping Center (Tracy Blvd/Valpico Rd)	10	2	3	1	1	0	0	0	0	0	3	4	1	0	1	0	1	0	0	0	4	1	
Store	10	3	1	0	1	0	0	0	0	0	4	1	0	0	0	0	4	0	0	0	1	0	
Fountain Plaza/In-N-Out Burger (N. Tracy Blvd/Clover Rd)	9	3	4	0	0	0	0	1	0	2	3	6	0	0	2	0	2	0	0	0	3	1	
Hospital/Doctors office	8	0	0	2	0	1	0	4	0	1	7	2	1	0	1	0	1	0	0	1	4	0	
Family/Friends House	6	1	1	0	4	0	0	0	0	0	4	3	0	0	1	0	3	0	0	0	2	0	
Kimball High School	6	1	1	3	0	0	0	0	0	4	1	2	0	0	0	0	0	0	0	0	5	1	
Valley Shopping Center (New Indian Supermarket/Planet Fitness) (N. Tracy Blvd/W. Clover Rd)	6	3	3	1	0	0	0	0	0	0	1	7	2	0	0	0	4	0	0	0	2	1	
Dollar Tree Store (N. Tracy Blvd/Grant Line Rd)	5	3	0	0	0	1	0	0	0	0	2	2	1	0	0	0	0	0	0	0	2	2	
West High School	5	1	1	3	0	0	0	0	1	3	0	2	0	0	0	0	3	0	0	0	2	0	
Grand Theater Cener for the Arts (Downtown)	4	2	0	1	1	0	0	0	0	0	3	1	0	0	0	0	2	0	0	0	2	0	
Post Office (Downtown, 9th St)	4	3	0	0	1	0	0	0	0	1	3	0	0	0	0	0	4	0	0	0	0	0	
Restaurants	4	2	0	1	0	0	1	0	0	0	3	2	0	0	1	0	1	0	0	0	2	0	
Save Mart Shopping Center (Tracy Blvd/W Schulte Rd)	4	1	0	0	2	0	1	0	0	1	3	2	0	0	0	0	2	0	0	0	2	0	



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Tracy High School	4	0	0	4	0	0	0	0	0	3	2	1	0	0	1	0	0	0	0	0	0	3	0
Boys and Girls Club (N. Tracy Blvd)	3	0	1	2	0	0	0	0	1	2	1	1	0	0	0	0	0	0	0	0	0	3	0
Church	3	0	2	0	1	0	0	0	0	1	2	1	0	0	0	0	1	0	0	0	0	2	0
In Shape Gym (S. Tracy Blvd/Tennis Ln)	3	1	2	0	0	0	0	0	1	1	3	0	0	0	0	0	2	0	0	0	0	1	0
Kaiser (Corral Hollow/Grant Line)	3	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0
Poett Elementary	3	0	1	2	0	0	0	0	0	0	3	2	0	0	0	0	0	0	0	0	0	3	0
St. Bernard's Catholic Church (W. Eaton Ave)	3	2	0	0	1	0	0	0	0	0	3	2	2	0	0	0	3	0	0	0	0	0	0
Starbucks	3	1	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
Bank	2	0	1	1	0	0	0	0	0	2	1	0	0	0	0	0	2	0	0	0	0	0	0
Big Lots (N. Tracy Blvd/Grant Line Rd)	2	0	1	0	0	0	1	0	0	0	1	1	0	0	0	0	1	0	0	0	0	1	0
Gym	2	1	1	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0
Hidden Lake Clubhouse (S. MacArthur)	2	1	0	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Hospital - Sutter Tracy Community Hospital/Abala Pharmacy	2	0	0	0	0	1	0	1	0	0	2	0	0	0	0	0	1	0	0	0	0	1	0
Inner Faith (Grant Line Rd)	2	1	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	1
Manteca	2	0	0	1	1	0	0	0	0	1	2	1	1	0	0	0	0	0	0	0	0	1	0
Monte Vista Middel School	2	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Park	2	0	0	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Tracy Blvd	2	1	0	1	0	0	0	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0
Alvys	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Am/Pm	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Anytime Fitness (Tracy Blvd/Valpico Rd)	1	0	1	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0
APA Dance Studio (Downtown Tracy)	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0
block party	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Coffee Shop	1	0	0	0	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Day Program	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0
East Street	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	0
Edgewood	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Edgewood Community Home	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0



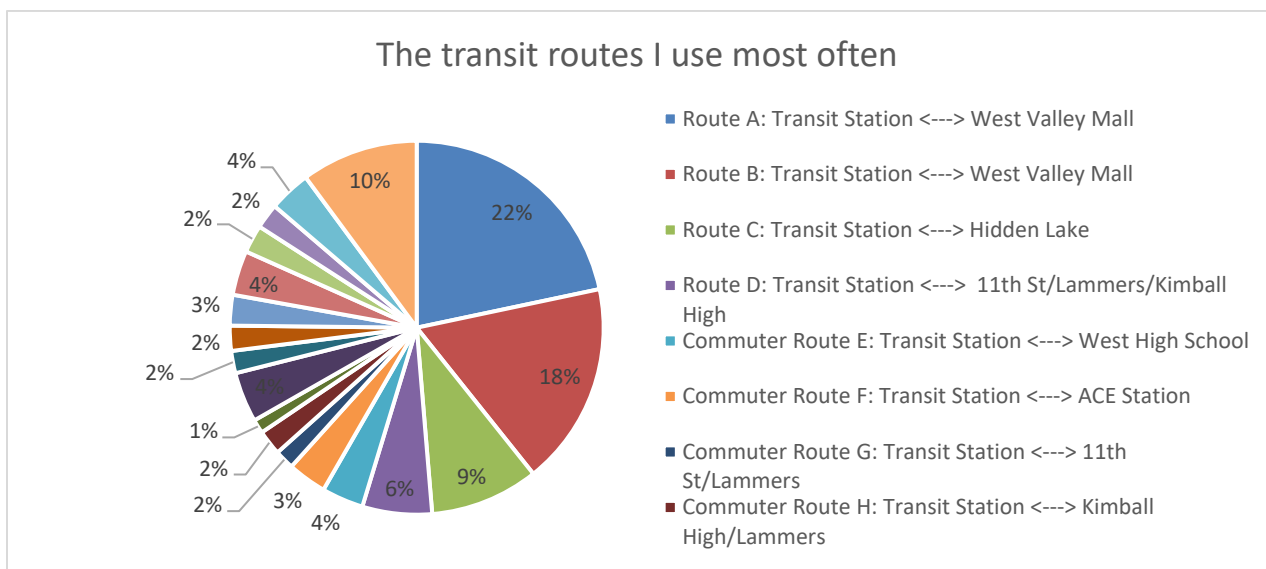
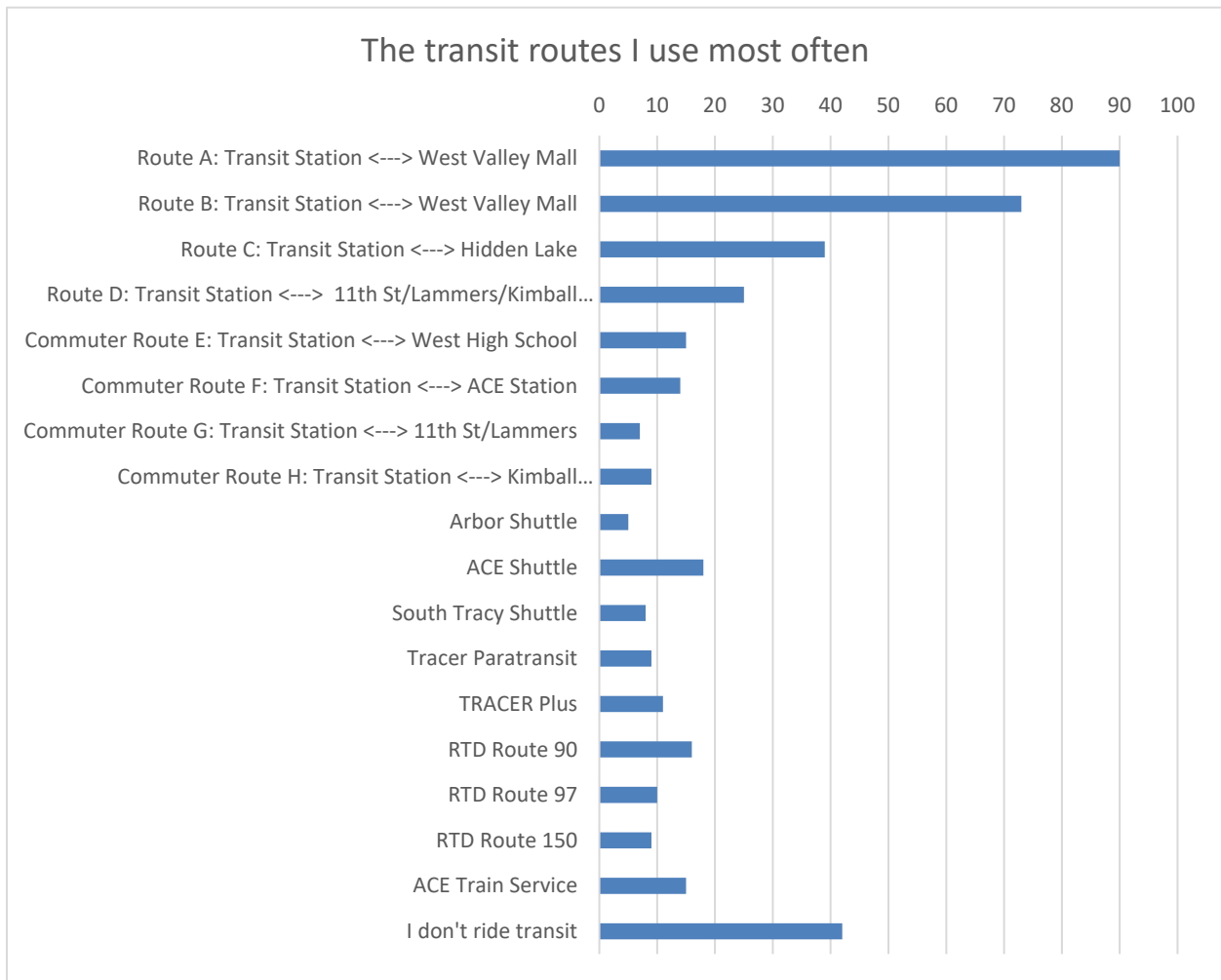
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Ellis	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FoodMaxx (Corral Hollow Rd/11th Street)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Foster Freeze (Holly Dr/Grant Line Rd)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Freiler School (Elementary School)	1	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0
Goodwill (N. Tracy Blvd/Grant Line Rd)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Hospital - Tracy Urgent Care (Grant Line Rd/Corral Hollow Rd)	1	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Internship	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Jack in the Box	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
James Reed Taekwondo (N MacArthur Dr/Grant Line Rd)	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Jefferson Middle School	1	0	0	1	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0
Lennar at Hillview (Tracy Hills)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Menchies (Corral Hollow/11th St)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Monticello Elementary School	1	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
NorCal Liquors (N. Tracy Blvd/11th St)	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0
North School	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0
North Tracy	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
North west	1	0	1	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	1	0
Pescadero Park	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Pharmacy Clinic	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0
Physical Therapy	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Police Station	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Practice	1	0	1	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	1	0	0
Red Maple Shopping Center (S. Tracy Blvd/Valpico Rd)	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
Rite Aid Plaza (Corral Hollow Rd/Grant Line Rd)	1	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	1	0
Robert Kenner Park	1	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Royal Gymnastics & Sports Academy (N. Tracy Blvd/Grant Line Rd)	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Shorters BBQ (Grant Line Rd/East St)	1	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	1	0
Thai Basil	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0



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Tom Hawkins School	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tracy Hills	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Tracy Unified School District (Corral Hollow Rd/W. Lowell Ave)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Van's Ace (N. Tracy Blvd/Grant Line Rd)	1	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Walgreens (Corral Hollow Rd/11th St)	1	0	0	0	1	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Wells Fargo Bank	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	0	0	0	0
West Valley Bowl	1	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Wingstop	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Worlds Gym (Grant Line Rd)	1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0

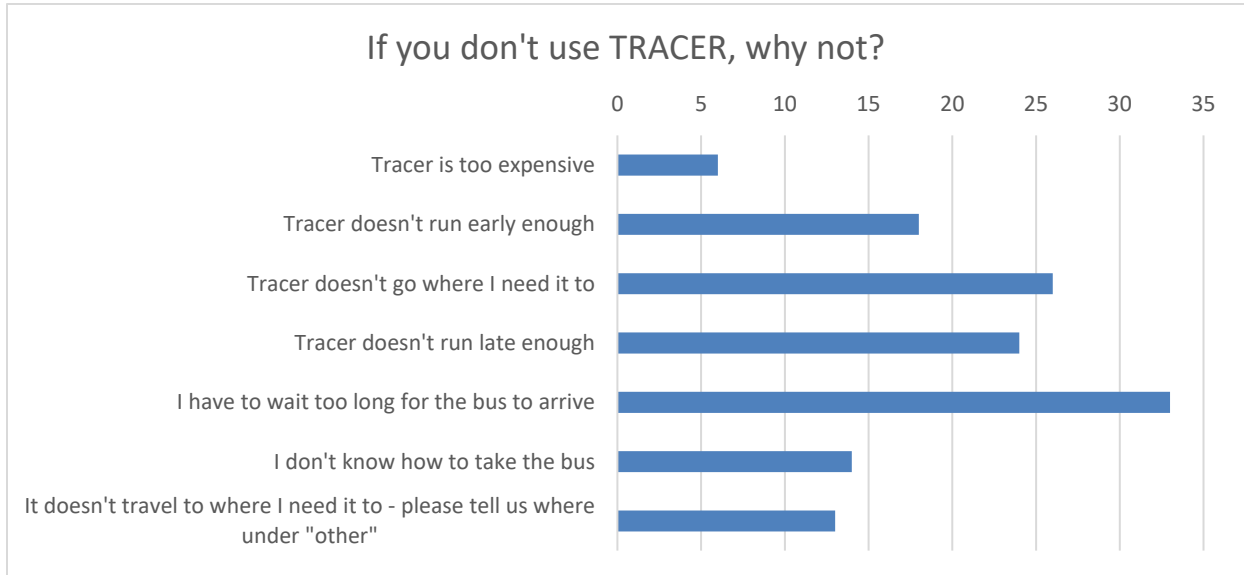
##	194	138	99	67	9	15	13	13	133	295	230	46	8	35	1	176	0	2	0	7	269	36
100 %	34%	24%	17%	12%	2%	3%	2%	2%	23%	51%	40%	8%	1%	6%	0%	31%	0%	0%	0%	1%	47%	6%

Q13: The transit routes I use most often are:



Q14: The stop(s) I use most often are

Q15: If you don't use TRACER, why not?



Places it does not go:

Banks & Post Office

Winco foods

Outside of town

Doesn't run down Tracy Blvd between Shulte and 21st street and I am not able to walk to Shulte or 11th Street to pick up a bus or transfer.

It doesn't come to Mountain House

Other:

Also, no Ace trains for weekends or later hours

I don't have bus ticket

For groceries and other purpose car is more convenient

get a ride

holiday and Sunday

I can still drive my own car

I do use

I don't like people. I drive alone. Plus, everything in Tracy is cramped up in the little area by Walmart.

I drive

I have a car

I have lots of stops and kids to take with me and the bus isn't efficient use of my time.

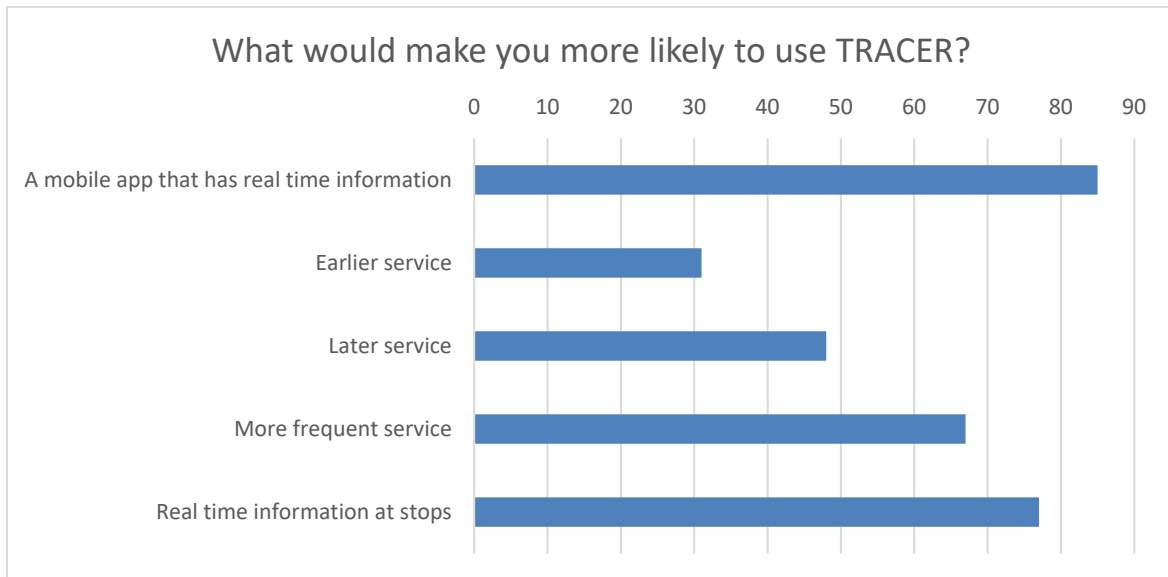
I have to call the paratransit bus to see where they are on their way to get me

I have to take several different buses to get where I want to go

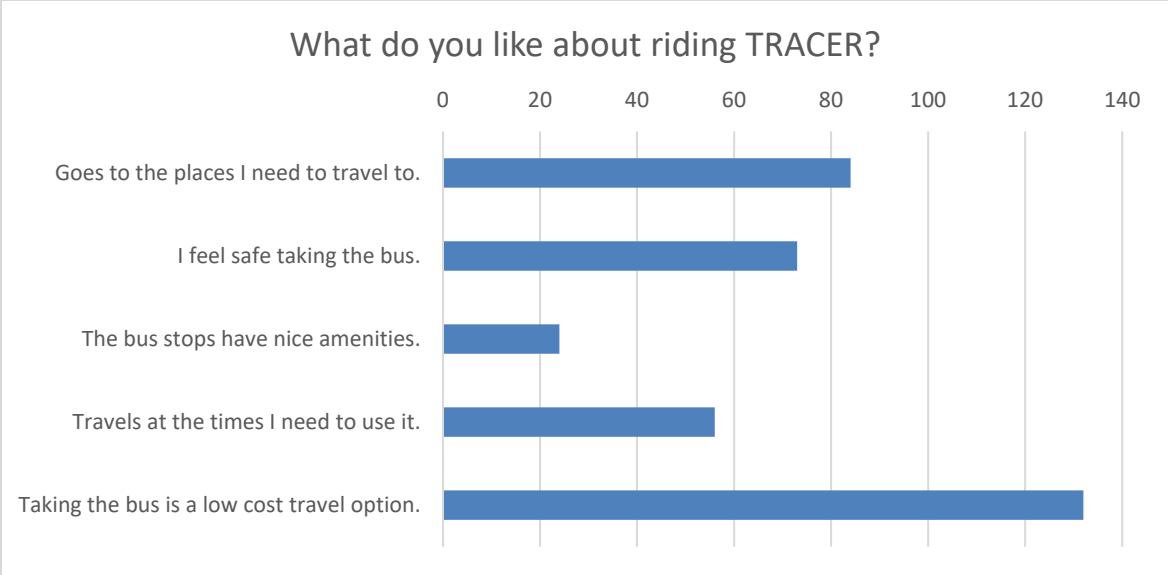
I live 2.5 hrs out of Tracy

I live too far outside of Tracy
 I wait about 6 minutes
 I work out of town
 I would have to take 3 buses to get there. The routes need to be redone to make it more efficient
 I would like to use but there is no service from mountain house
 Independent choice
 It is totally inconvenient to my lifestyle
 its free
 It's more convenient for me to drive.
 n/a
 No weekend service to and from Tracy hill's community
 no weekend service to/from Tracy hills
 Not available from mountain house
 Not familiar with Tracy public transportation
 para transit/ I don't like the route c bus
 some drivers are mean
 Takes too long
 The routes are too long and too far in between.
 this is my first time, but I like it so far
 Timing
 Tracy does not have a real time app to download so I don't ever know when the bus is arriving at bus stop

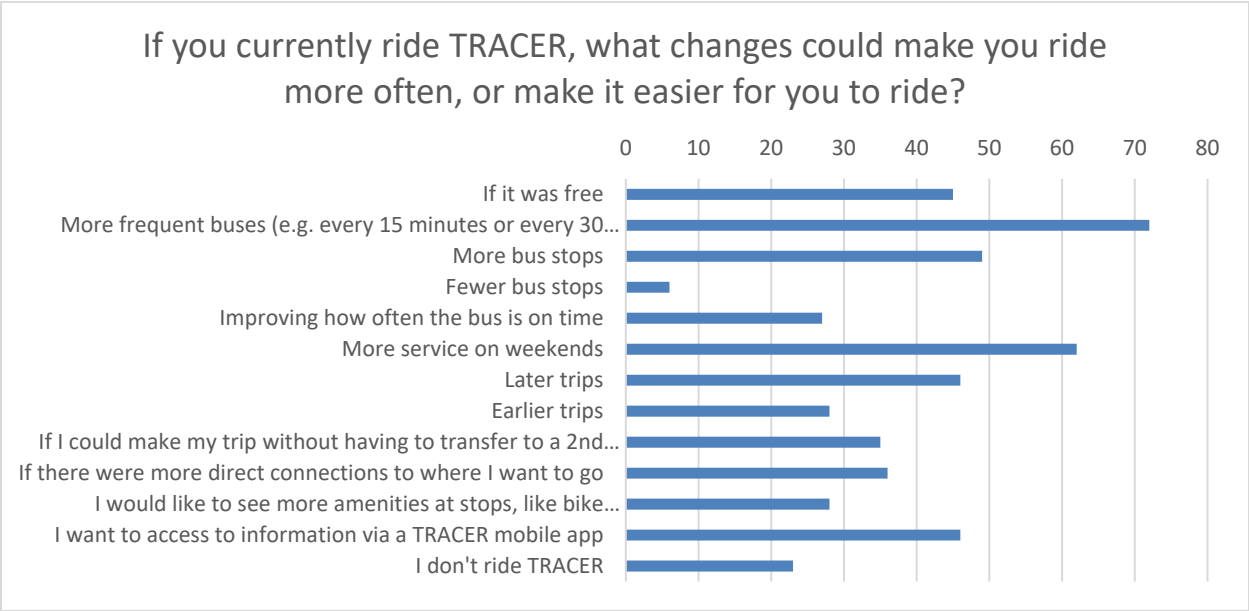
Q16: What would make you more likely to use TRACER?



Q17: What do you like about riding TRACER?

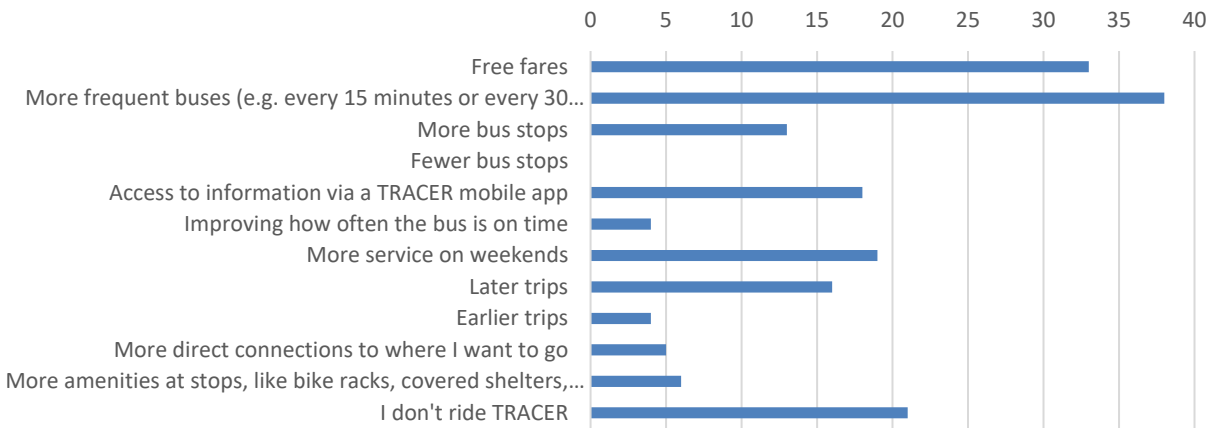


Q18: If you currently ride TRACER, what changes could make you ride more often, or make it easier for you to ride?



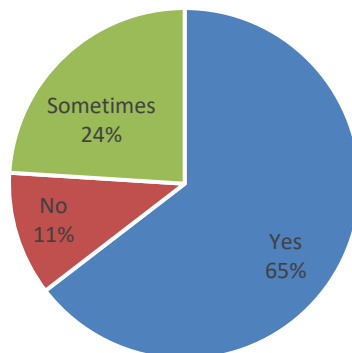
Q19: What would be the number one improvement TRACER should make?

What would be the number one improvement TRACER should make?

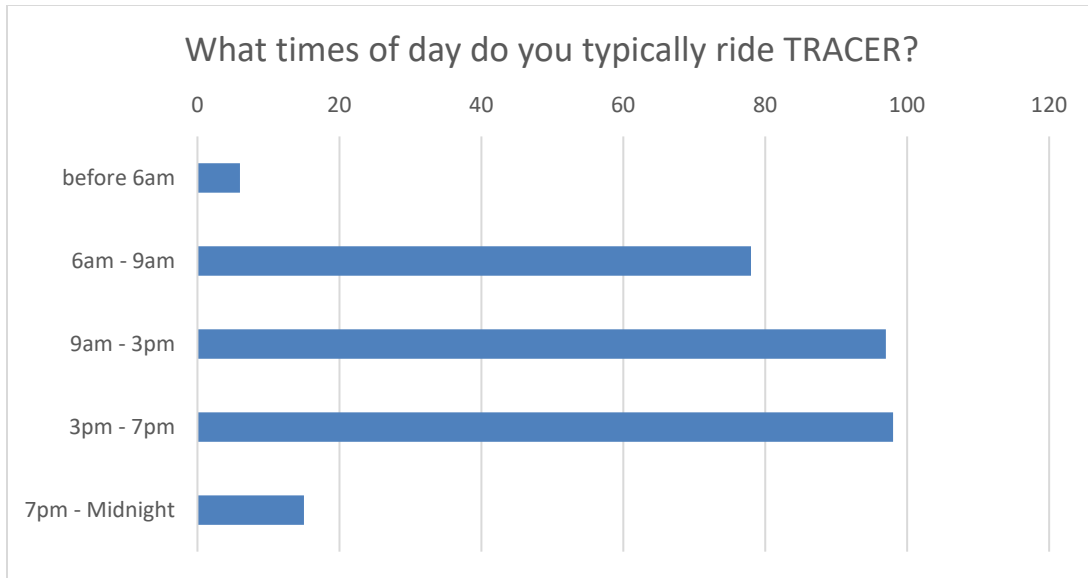


Q20: If you take the bus to a destination, do you generally take the bus back on your return trip?

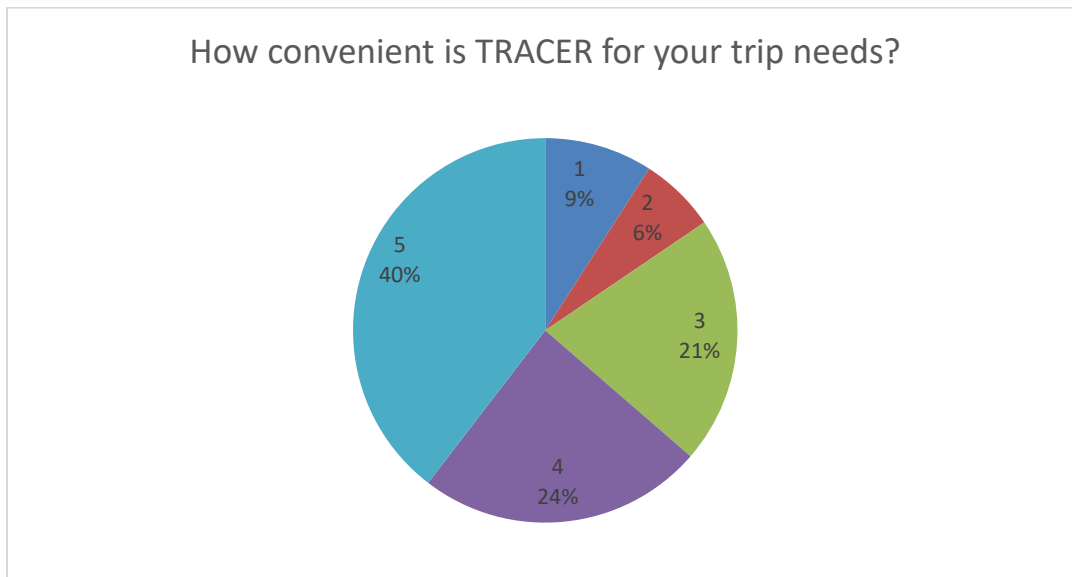
If you take the bus to a destination, do you generally take the bus back on your return trip?



Q21: What times of day do you typically ride TRACER?

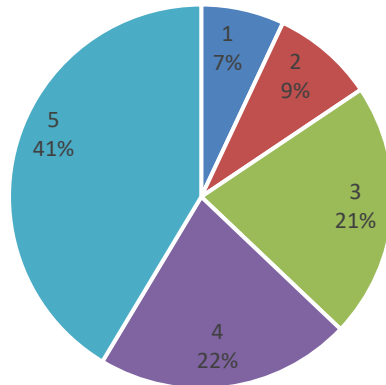


Q22: How convenient is TRACER for your trip needs?



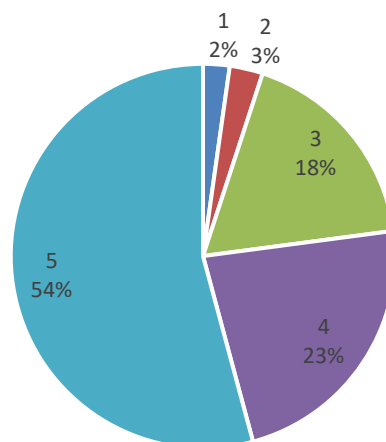
Q23: How easy to use is TRACER for your trip needs?

How easy to use is TRACER for your trip needs?



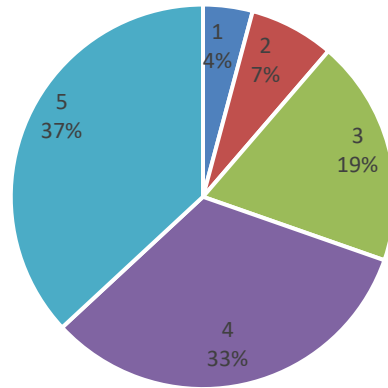
Q24: How safe do you feel riding TRACER?

How safe do you feel riding TRACER?



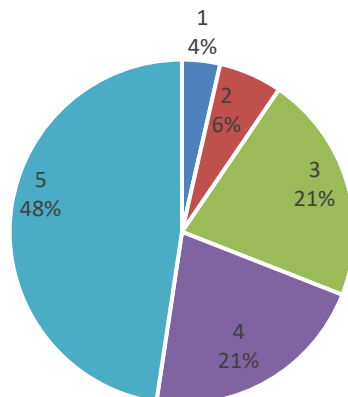
Q25: How often is the bus on-time for your trip?

How often is the bus on-time for your trip?



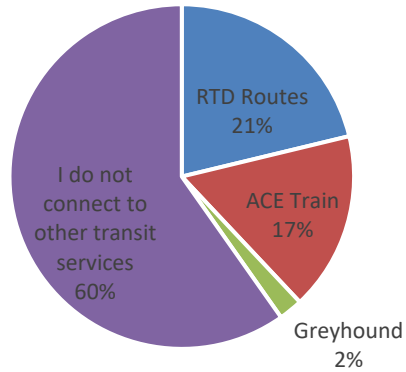
Q26: If you have an issue, how satisfied are you with TRACER's customer service?

If you have an issue, how satisfied are you with TRACER's customer service?



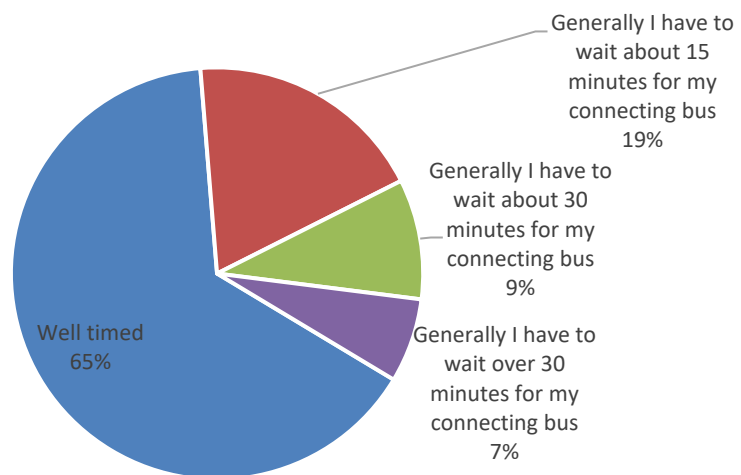
Q27: Do you use TRACER to connect to another transit service? If so, which one?

Do you use TRACER to connect to another transit service? If so, which one?



Q28: If you use TRACER to connect to another transit service, how well timed is this transfer?

If you use TRACER to connect to another transit service, how well timed is this transfer?



OTHER:

depends on the way I want to go

I don't connect with others

I have never used TRACER

Lot of wait time more than 30

Not well timed

well timed, but sometimes the bus doesn't show up (90) or is late every time

Q29: Do you have any other comments on how to improve TRACER bus services?

A mobile app I real time

A survey should be given to Monte Vista and Williams Middle Schools to see how many of their students need access to bus service. The bus lines seem to be catered to the high schools, which start later than the middle schools in Tracy. It may help to reduce the amount of cars that travel to both schools.

A) line at Walmart should extend to the exit by taco bell for people who want to go to fast food places C)

I think would feel safer on 11th set from E to Parker than 10th. stops should be big lots

As of today, we have Tracer connectivity to Acer. Would like to have Tracer connectivity to Pleasanton Bart as most of us are office goers to San Jose

Buses are always clean; drivers are very helpful

buses that run later than 9

Connectivity to Mountain House

earlier and later times should be improved

everything is okay

Field trip discounts/promotions for schools who can't seem to get bus drivers. Taking public transit would be a great option.

have bus connect better more covering Tracy Blvd.

have later buses bc some people need them

have more stops within the residential areas

Have the buses go down each major street (examples) Start at Tracy Hills bus goes all the way down Correl Hollow road with stops at major intersections. Bus goes all the way down straight on Correl Hollow till it gets to the mall. Turns around and goes back. Another bus on would intercede or cross. (Example) 11th street bus would start way out by Banta on 11th run all the way down 11th till it got to Kimball high. Turn around and go back. Bus on Tracy Blvd. start at Ace train station go all the way down Tracy Blvd passed Dennys turn around and go back. Same on Grant line road, Central etc. don't drive thru neighborhoods. Make it easier to use and more people will ride it. It's stupid that a person has to make so many connections. It would take me from where I live 3 buses to get to the mall, Walmart on top of having to walk a good distance to the bus stop. The time would be about two hours to get there. Easier to take Uber.

Having a coin trolley run every 15 min

I enjoyed the Bus routes A and E commuter routes H a lot during the morning and afternoons.

I enjoyed using the busses a lot

I know that Tracy Hills and Ellis are still developing areas in Tracy but having more bus access for them would really help. Also, changing how early the bus runs, I know several people who would use the bus more if it offered service earlier than 7 am instead of trying to rely on the on-demand service. Lastly,

increasing the number of stops or routes. I have to take at least 2 buses to get to Kaiser anytime I have an appt and then 2 or 3 buses to get back home.

I like our bus drivers very much!

I like the E route my concern is I will be on the E route for 30 min I thought I was going to be on it for 20 min

I really appreciate this service and your work to improve it!

I wish there were more stops because I get food before I get to my house

I would like to see it more frequently, especially on weekends, and developing real time information tracking for the buses. I would also like it if the scanners for the vamos mobility app that are used on the San Joaquin RTD buses are installed on the TRACER buses

improve tracer services by being able to get more info about the RTD and being able to buy passes inside the station and adding A route to Lathrop

it would be nice if the bus went further, coming from someone who wishes to use the tracer bus to go from Robert Kenner park to Kimball high school

Keep up the good work.

Late service, at least for the last ACE train at 8PM would be great.

later travels like until 8-9 pm because more establishments close during these hours

Let me pay my fare on my phone or app

Line that goes from north to south (example mall to ace train station)

make a tracer app

Make the bus stop but outside of the station, usually evenings it takes lot of time to for bus to come out of the parking lot.

make schedules and long service hours

make sure buses are cleaned daily for those with health issues

make sure buses are sanitized on the daily so the elderly people don't get sick

Mejor acceso a las rutas por aplicación no solo llamadas

mobile app with line updates

more frequent buses

more on demand and weekend services would be nice

more stops

My concern is I wish the E route was only about 20 min instead of 30 min riding on the E route. I just want to say the A route is all right. I don't wait that long; I'm usually on it for 10 min

need later trips at least do trips until 9-10 pm for the people that work in fast food chains make it 24/7 if possible

need more service

Please improve the frequency of buses to my route

Please let them happen more frequently in my area, thank you

regular schedule on Saturdays

request late trips during summer sessions and available on weekends

should make more bus stops and more bus times

Shut it down and use the money to pay for Uber for those that need ride services

smoking on the bus would be amazing

Soft Music in the lobby.

that will reach the subway

the seats are hard to sit on and shelter give off sunlight

there all good

to have more bus stops and be at the stops quicker

Tracer should be free for people who have ACE Train tickets

Tracy has new roads/lanes, please consider adding more bus stops on those streets.

Vamos should accept all types of credit cards

would like a "live" Zumba class living in Tracy for 35 years, I try to enjoy all activities =, line dancing, karaoke, and exercise class

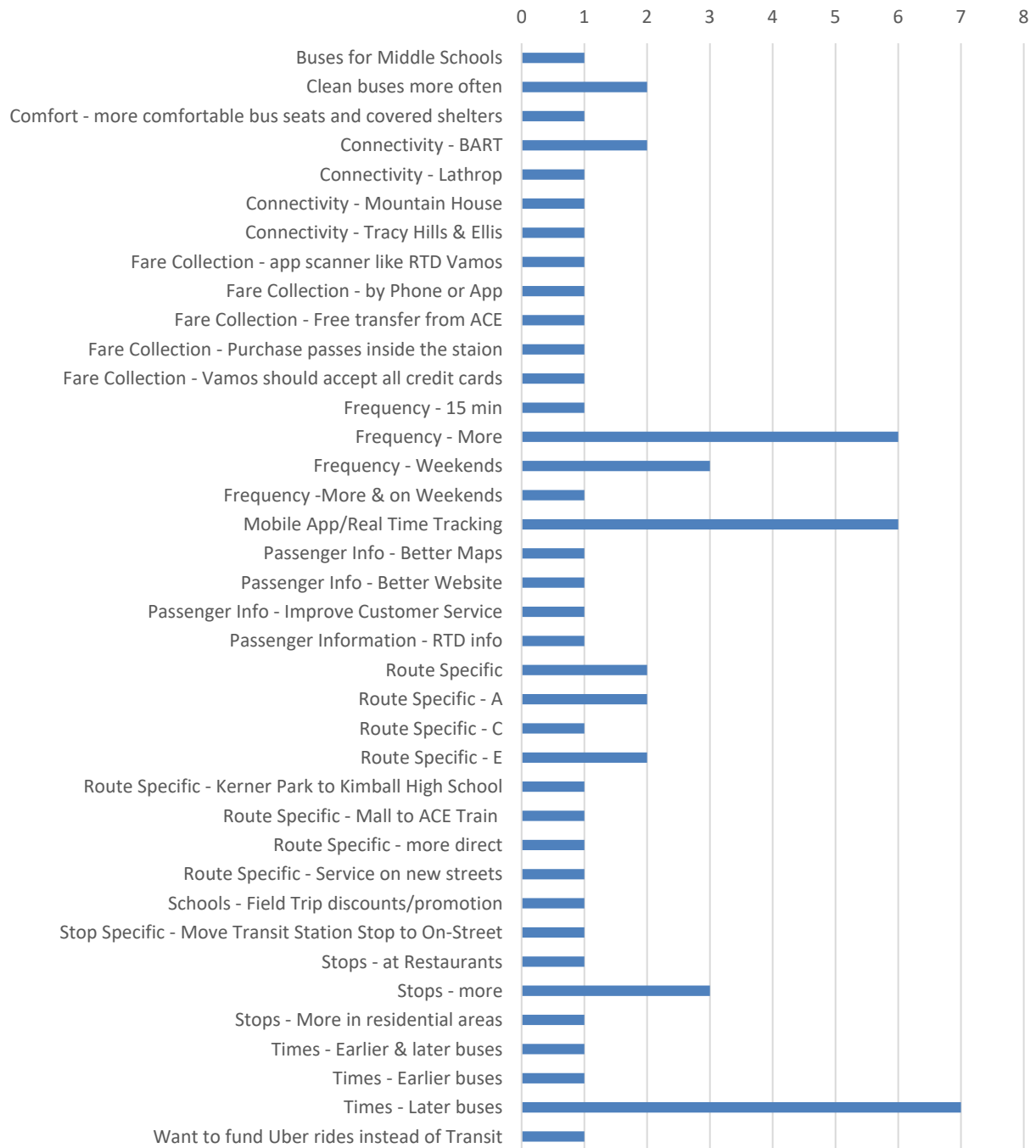
you do great job

Your website sucks. The site <http://www.ridetracer.com/> doesn't work. The page that is takes you is lame.

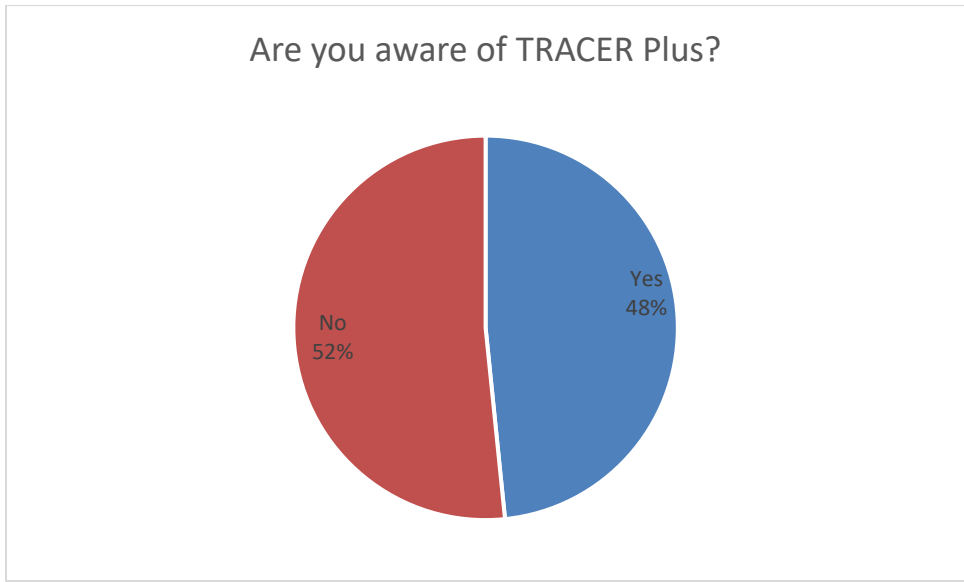
I tried finding an app - no luck. The map is not interactive and difficult to figure out for the not frequent bus user. Your customer service is horrible. When I called to learn about routes relevant to me, the lady (maybe a senior citizen?) was rude, and did not want to spend time to explain it because had 3 other callers were on hold. If you want people to take a bus, you need to do better.

yup you guessed it have A bus from the mall follow the B route to Winco then panda

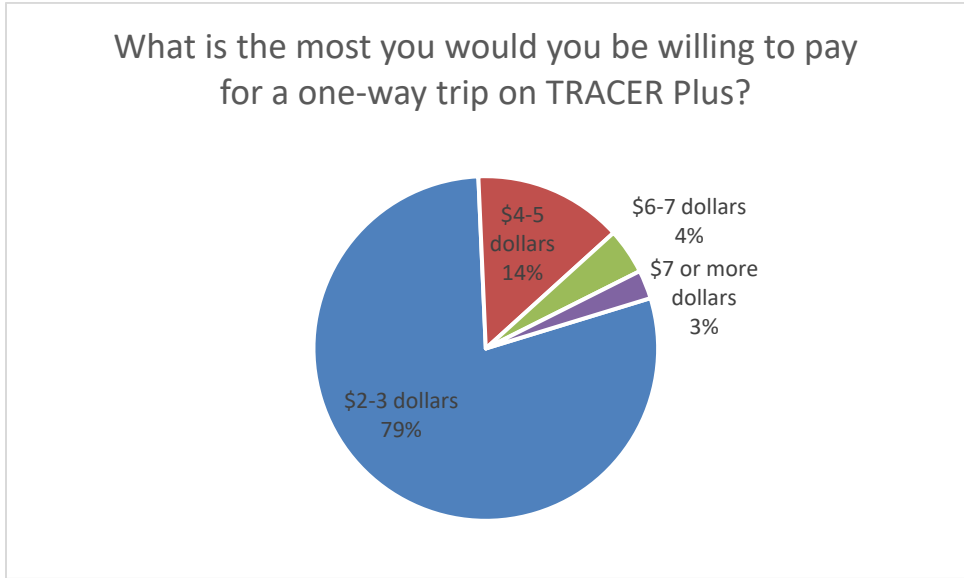
Q29. Do you have any other comments on how to improve TRACER bus services?



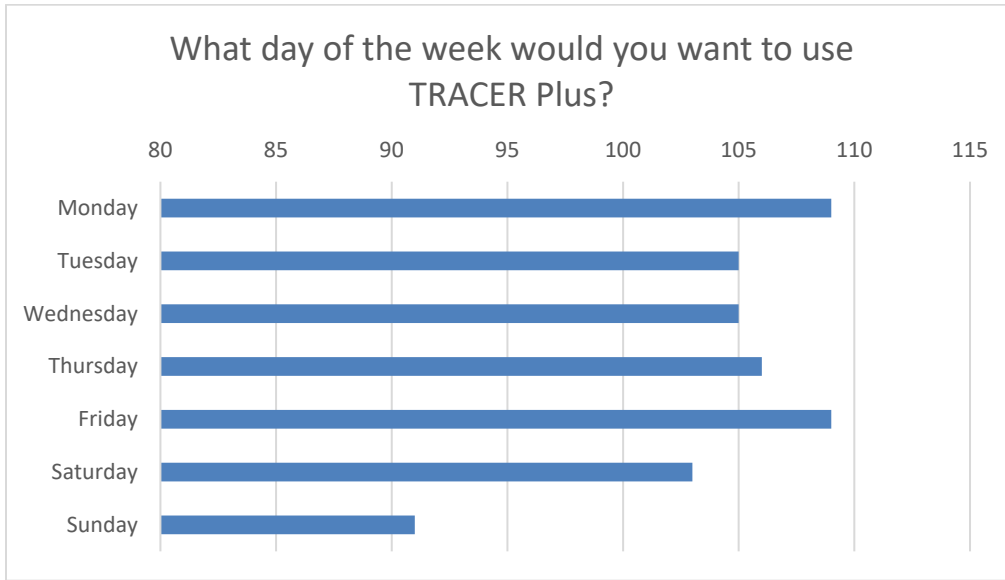
Q30: Are you aware of TRACER Plus, the City's on-demand Bus Service that will take you anywhere in the City limits? Rides can be scheduled by calling (209)831-4BUS or via the Transloc App from the Google Play Store.



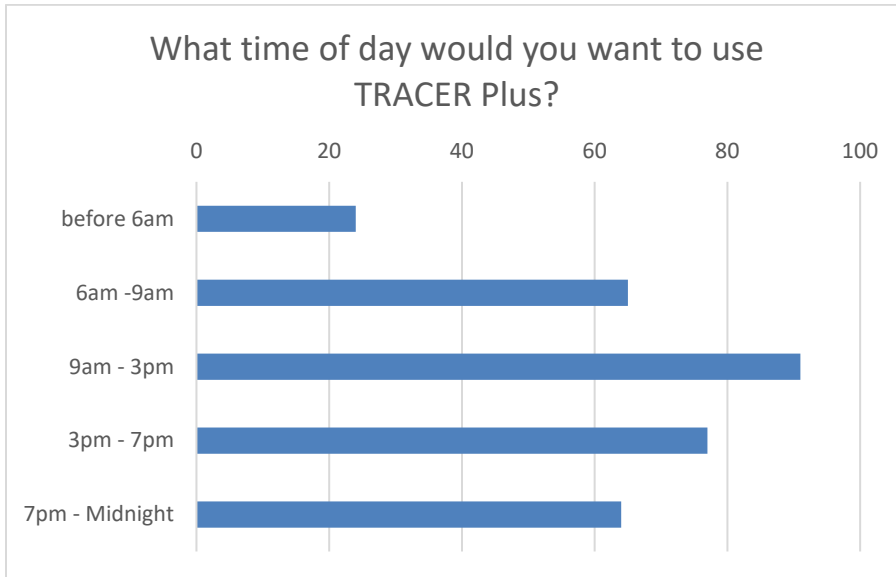
Q31: What is the most you would you be willing to pay for a one-way trip on TRACER Plus, the City's curb-to-curb on-demand bus service that will take you anywhere in the City limits?



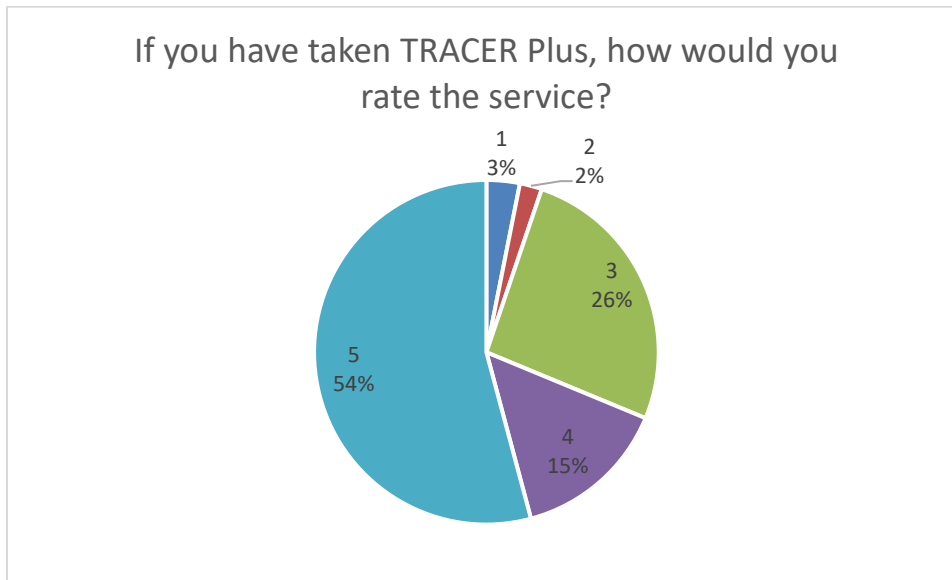
Q32: What day of the week would you want to use TRACER Plus?



Q33: What time of day would you want to use TRACER Plus? (select all that apply)



Q34: If you have taken TRACER Plus, how would you rate the service?



Q35: How would you improve TRACER Plus?

- adding stops in Lathrop
- arrive more often
- By learning tracer plus and I just started to hear about it
- carpet on the floor
- clean the seats
- create a tracer mobile app
- garbage cans are needed at many stop, time post at all stops,
- have an app where you can track the scheduled buses
- have not used
- haven't used it
- having more buses and routes
- I have not used Tracer Plus. But I would like to get the service as soon as possible like Uber.
- if it runs during the time I need it to
- if it was free
- it should cost \$1, so same as the para transit bus
- keep it running
- keep updates
- later trips if possible
- less expensive
- Mejor acceso a las rutas no solo por llamada, personal que hable español
- Mobile app so I can see in real time when the bus will
- Be showing up
- More connectivity to outside Tracy
- more frequent rides
- more often and more service on weekends
- more times and tracer plus availability

n/a

On time service, not too early

Promote this to schools for field trips!

Stop service at 12 midnight. For the workers who get off from work late.

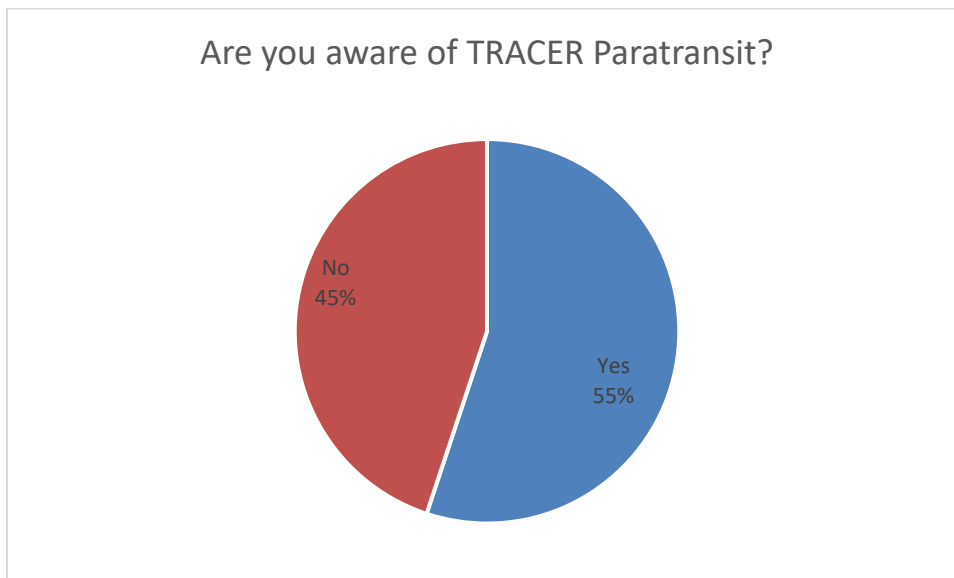
There have been times where I've requested a ride and the bus has shown up way earlier than it was supposed to. I would prefer a longer waiting period for the bus in case that does happen. If I schedule a pickup for 5:30 and they show up at 5 o'clock I shouldn't have to rush because they can only wait 15 minutes despite them showing up earlier than the time I requested.

tracer plus should cost the same as para transit \$1.50 instead of \$2.25

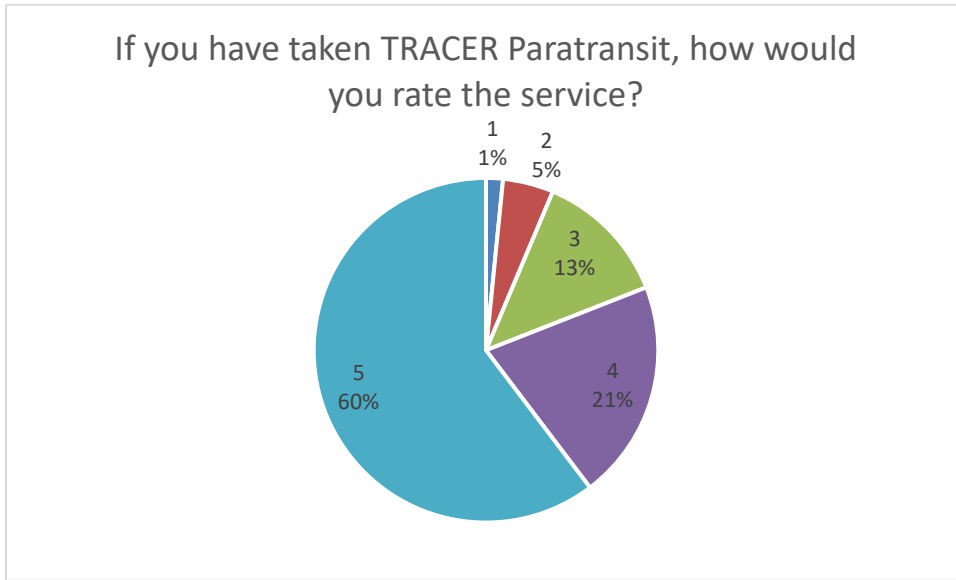
Use uber

very good

Q36: Are you aware of TRACER Paratransit, the door-to-door shared-ride service for individuals with certified disabilities (ADA), seniors (age 65+), Medicare participants and Veterans? Rides can be scheduled by calling (209)831-4BUS



Q37: If you have taken TRACER Paratransit, how would you rate the service?



Q38: How would you improve TRACER Paratransit?

add more buses

Aplicación

be nice

bus to be cleaner

could be nicer

Get rid of the back loader shuttles

I actually enjoyed it a lot and I have scheduled it a lot since I was 15 years old.

I have not but my residents love it

I would like to say I would rather only wait for about 15 minutes instead of 30 minutes to get picked up

I would want to be on it less than 30 min

if it was free

if they had more bus stops

make it so people can be dropped off out by four corners, and by Chrisman rd.

Mobile app I real time to see when the bus was going to show up

more frequent services

Mountain house pick ups

N/A

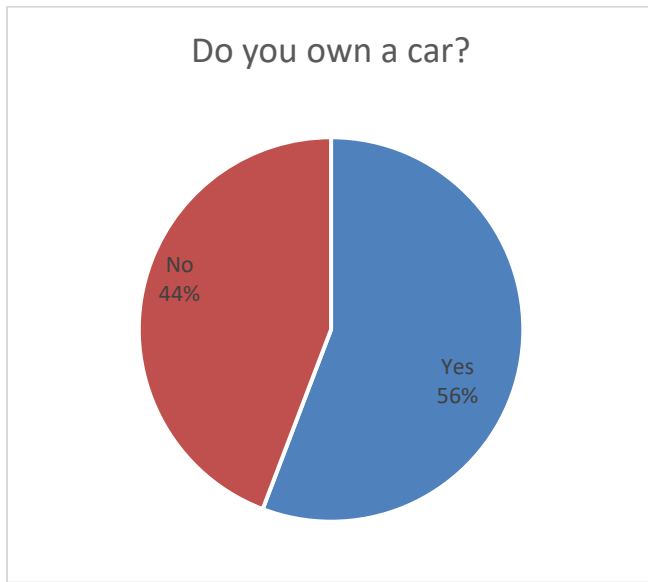
need Sunday service

never used it

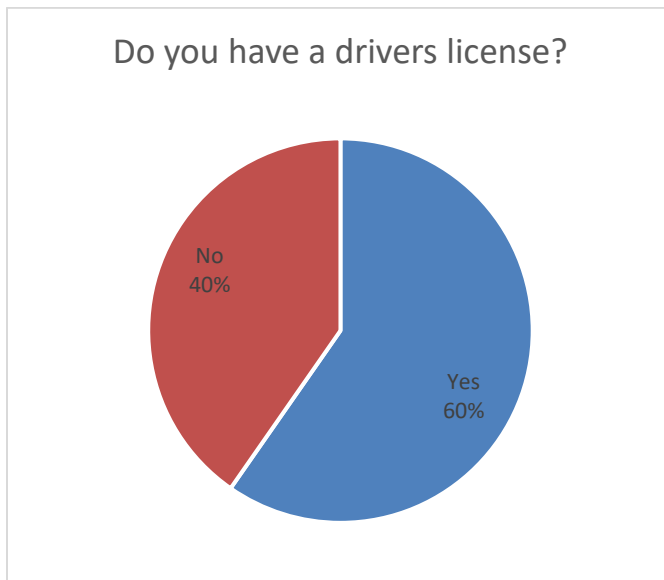
Not Applicable

very good and need

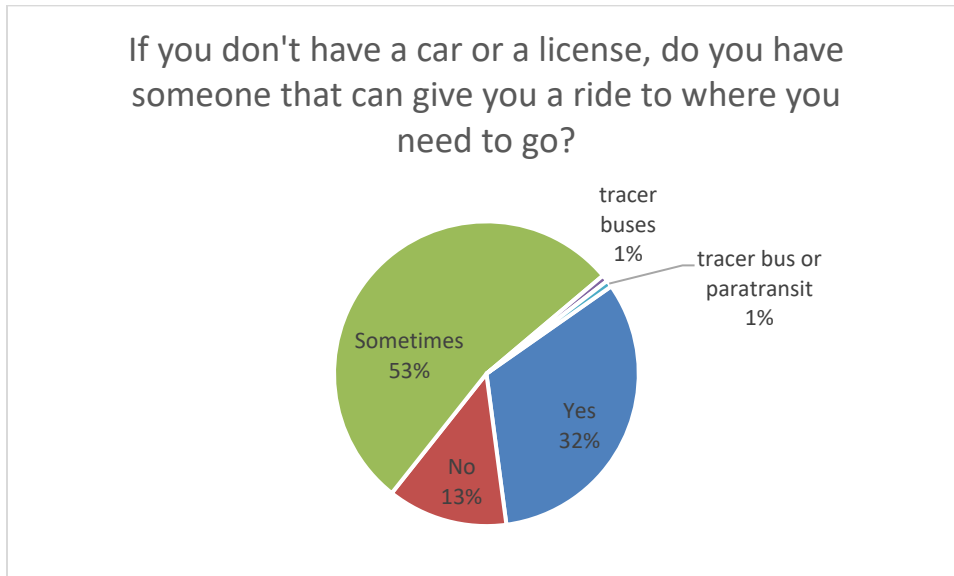
Q39: Do you own a car?



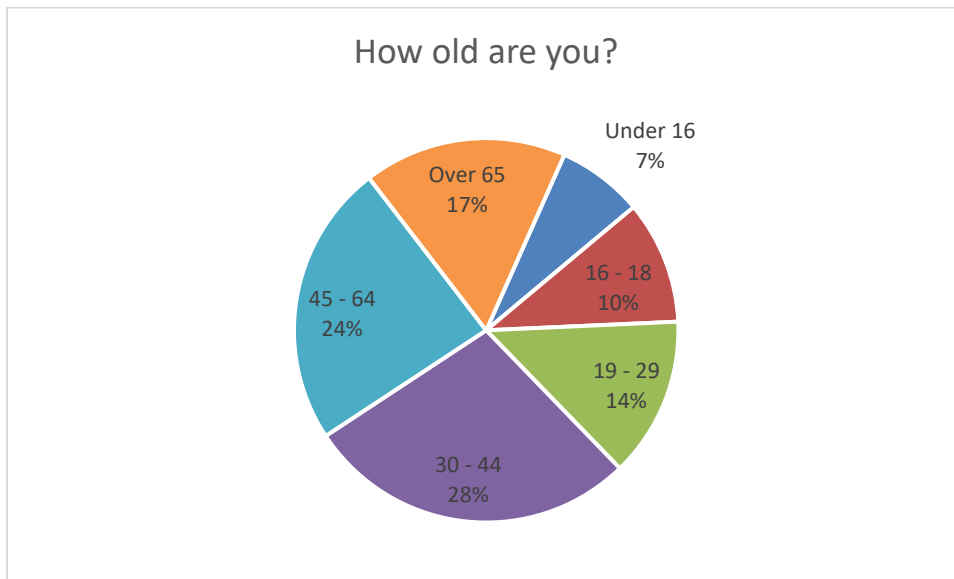
Q40: Do you have a driver's license?



Q41: If you don't have a car or a license, do you have someone that can give you a ride to where you need to go?

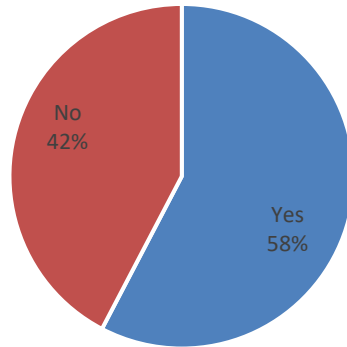


Q42: How old are you?

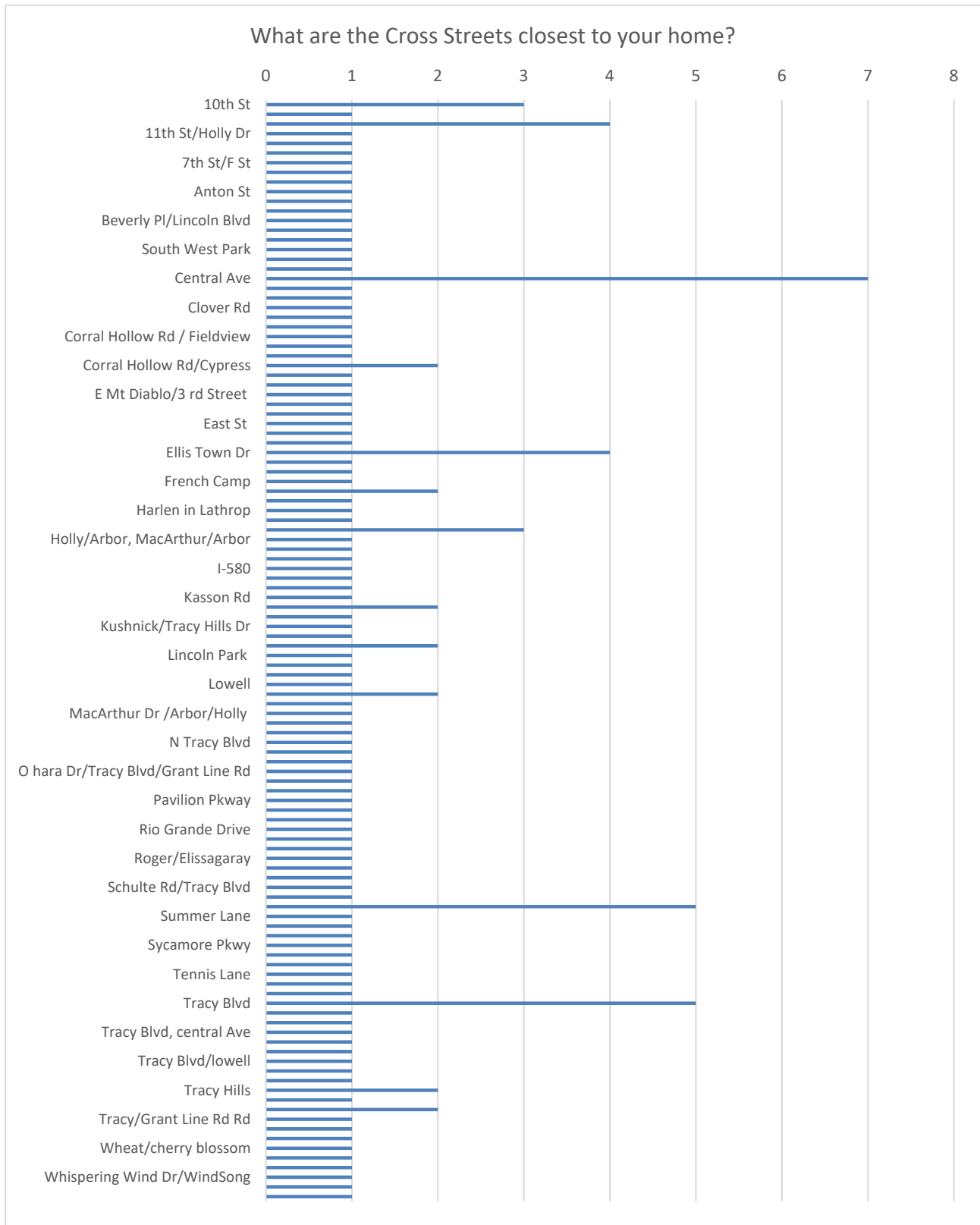


Q43: Are there school-aged children in your household?

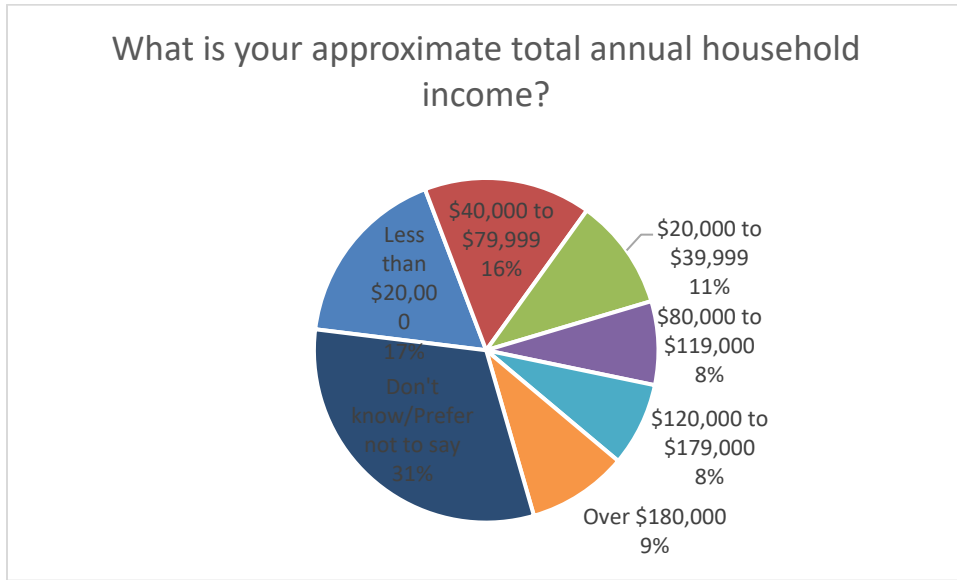
Are there school aged children in your household?



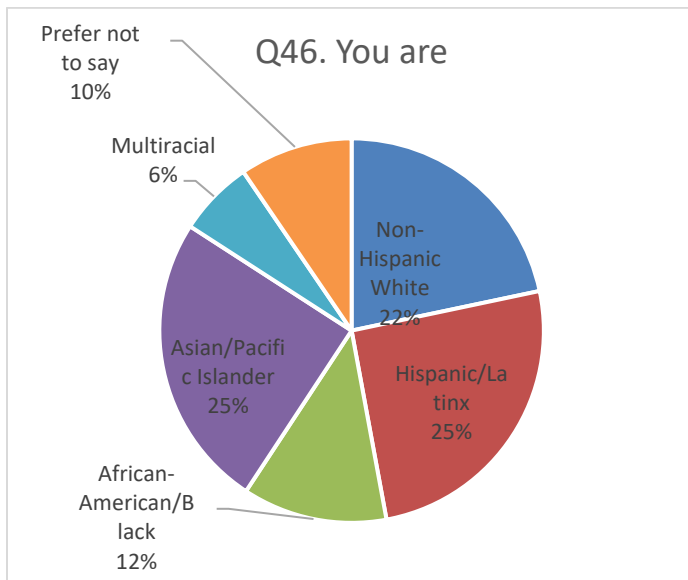
Q44: What are the cross streets closest to your home?



Q45: What is your approximate total annual household income?



Q46: You are



APPENDIX E: WORKSHOP RESULTS



Consulting Group

1617 Clay Street, 2nd Floor
Oakland, CA 94612
(510) 272-9597

www.chsconsulting.net

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) ADOPTING THE SHORT RANGE TRANSIT PLAN; AND (2) AUTHORIZING THE IMPLEMENTATION OF PROPOSED PHASE 1 TRANSIT SYSTEM CHANGES EFFECTIVE JULY 1, 2025.

WHEREAS, transit agencies within San Joaquin County are required to submit Short Range Transit Plans (SRTP) to the San Joaquin Council of Governments (SJCOG) to comply with federal and state requirements; and

WHEREAS, the City of Tracy has created an SRTP to guide the implementation of transit service within the City over the next 5+ years; and

WHEREAS, the SRTP is fiscally constrained to the fiscal years 2025/2026 through fiscal years 2030/2031 and makes recommendations for capital and service planning during the subsequent five years, and beyond; and

WHEREAS, the plan responds to key issues identified by Tracy TRACER customers and others to create a system that will be more attractive to new riders in the years to come; and

WHEREAS, the study process has included outreach and facilitation with the public and key regional stakeholders; and

WHEREAS, the plan has numerous recommendations intended to meet the goal of providing a high quality, expanded and consistent service for the citizens and visitors of the City of Tracy while increasing ridership through a more efficient delivery system; and

WHEREAS, the plan reflects that preserving services for those with disabilities and seniors remains a priority; and

WHEREAS, implementation of the SRTP will be phased over the life of the plan, beginning with Phase 1 as outlined in the SRTP, effective July 1, 2025; and

WHEREAS, funding for implementation of the plan for both operational and capital improvements will come from a variety of federal and state funding sources; and

WHEREAS, the City Council conducted a public hearing on May 6, 2025, to consider the short range transit plan; and

WHEREAS, this item is exempt from review under the California Environmental Quality Act because this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment and is therefore not a "project" (CEQA Guidelines §§15378(b)(5)); and

WHEREAS, a complete copy of the SRTP is attached hereto as Exhibit 1;

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy adopts the Short Range Transit Plan; and be it further

RESOLVED: That the City Council authorizes the implementation of proposed Phase 1 transit system changes effective July 1, 2025.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 6th of May, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

Exhibit 1 – Short Range Transit Plan



City of Tracy Short Range Transit Plan FY25/26-FY30/31

April 2025



Prepared for:
City of Tracy

Prepared by:
CHS Consulting Group
1617 Clay Street, Oakland, CA 94612
(510) 272-9597
chsconsulting.net



TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	6
1.1 Federal Requirement.....	6
1.2 California State Requirement.....	7
1.3 Measure K Requirement.....	7
1.4 Overview of SRTP Recommendations.....	7
1.5 Organization of this document.....	9
1.0 OVERVIEW OF TRACER.....	11
1.1 City of Tracy Overview.....	11
2.0 TRANSIT SYSTEM OVERVIEW.....	20
2.1 Transit Agency History.....	20
2.2 Governance.....	23
2.3 Transit Services Provided and Areas Served.....	24
2.4 Current Fares and Revenues.....	30
2.5 Revenue Fleet.....	31
2.6 Existing Facilities.....	31
2.7 Right-of-Way & Fixed Track & Guideways.....	33
2.8 Bicycle Facilities.....	33
3.0 GOALS, OBJECTIVES, AND STANDARDS.....	35
3.1 City of Tracy General Plan (2011) – A Vision, Goals, and Objectives.....	35
3.2 Transit Performance Metrics.....	36
3.3 TRACER Performance Metrics.....	38
3.4 TRACER Paratransit Performance Metrics.....	40
3.5 Short Range Transit Plan Goals.....	41
3.6 Federal Guidelines for Performance Management.....	42
4.0 SERVICE AND SYSTEM EVALUATION.....	43
4.1 Service Area.....	43
4.2 TRACER System Analysis.....	48
4.3 TRACER Fixed Route System Analysis.....	54
4.4 TRACER Demand Response Services.....	81
5.0 OPERATIONS PLAN AND BUDGET.....	93
5.1 Operations Plan.....	93
5.2 Operations Budget.....	119
6.0 CAPITAL IMPROVEMENT PROGRAM (PROJECT LIST).....	129

TABLES AND FIGURES

Tables	Page
Table 1. Recommended Fixed-Route Service.....	8
Table 2. Operations Plan Implementation by Fiscal Year.....	9
Table 3. Fixed-Route Service Schedule (FY23/24).....	27
Table 4. Availability of service during weekdays for fixed-route services (November 2023)	29
Table 5. Availability of shuttle services (November 2023).....	30
Table 6. Style and length of Tracer fleet.....	31
Table 7. Distribution of amenities at stops per route	32
Table 8: TRACER Performance Targets.....	38
Table 9: TRACER Fixed Route Key Performance Indicators.....	38
Table 10: TRACER Fixed Route Preferred Outcomes	39
Table 11: TRACER Paratransit Key Performance indicators.....	40
Table 12: TRACER Paratransit Service Design Guidelines	40
Table 13: TRACER Paratransit Service Design Guidelines	41
Table 14: TRACER Fixed-Route Bus Service Characteristics, FY2024	47
Table 15: TRACER Level of Service Characteristics, FY2023-24.....	53
Table 16: Route A – Monthly Ridership by Passenger Type (FY2023-24).....	56
Table 17: Route B – Monthly Ridership by Passenger Type (FY2023-24).....	59
Table 18: Route C – Monthly Ridership by Passenger Type (FY 2023-24)	61
Table 19: Route D – Monthly Ridership by Passenger Type (FY 2023-24)	64
Table 20: Route E – Monthly Ridership by Passenger Type (FY 2023-24)	66
Table 21: Route F – Monthly Ridership by Passenger Type (FY 2023-24)	69
Table 22: Route G – Monthly Ridership by Passenger Type (FY 2023-24)	71
Table 23: Route H – Monthly Ridership by Passenger Type (FY 2023-24)	73
Table 24: ACE Shuttle – Monthly Ridership by Passenger Type (FY 2023-24).....	76
Table 25: South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	77
Table 26: Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	78
Table 27: Fixed-Route System – Annual Operating Statistics	79
Table 28: Fixed-Route System – Key Performance Indicators.....	80
Table 29: Demand Response Services – Annual Operating Statistics.....	91
Table 30: Demand Response Services – Key Performance Indicators.....	91
Table 31. Proposed Transit Routes	93
Table 32. Tracy Hills - Mall Proposed Service.	98
Table 33. Tracy Blvd Proposed Service.....	99
Table 34. Grant Line - West Valley Mall Proposed Service.....	100
Table 35. Transit Station - Walmart Proposed Service.	101
Table 36. Transit Station/11th/Safeway Area Proposed Service.	102
Table 37. Hidden Lake - Safeway Route Proposed Service.....	103
Table 38. Transit Station - Raley's Area Shuttle Proposed Service.....	104
Table 39. Mall Shuttle Route Proposed Service.....	105
Table 40. Proposed Operations for Commuter Routes	106
Table 41. Existing TRACER Plus Service Hours.....	108

Table 42. Proposed TRACER Plus Service Hours.....	108
Table 43. Proposed Service Hours by Fiscal Year.....	109
Table 44. Proposed Service Miles by Fiscal Year.....	109
Table 44. Operations Plan Implementation by Fiscal Year.....	111
Table 45. Proposed Route Phasing.....	112
Table 46. Proposed bus needs and frequency by route.....	113
Table 47. Commuter Route bus needs and frequency by route.....	114
Table 48. Peak Service Vehicle Requirements by Fiscal Year.	114
Table 48. Forecasted Revenue Hours by Mode.....	119
Table 49. Forecasted Annual Expenditures.....	120
Table 50. Forecasted Revenue by FY and Source.	124
Table 53. Forecasted Expenditures by Fiscal Year.	126
Table 51. Existing Fares.	128
Table 52. Proposed Fare Structure.	128
Table 53. Overview of Capital Program.	129
Table 57. Vehicle Procurement Needs.....	131
Table 58. Capital Improvement Project List.....	133
Table 59. Demand Response & Fixed Route Fleet Management Plan Expenditures.....	135
Table 60. Capital Revenue Sources Demand Response & Fixed Route Fleet Management Plan.....	135
Table 61. Fixed Route & Demand Response Operating Plan Expenditures.....	136
Table 62. Fixed Route & Demand Response Operating Plan Revenue Sources.....	136
Table 63. Other Capital Projects.....	136
Table 64. Summary.....	137

Figures	Page
Figure 1. Recommended Fixed-Route Service.....	8
Figure 2. Population, households, employment growth 2015-2042.....	12
Figure 3. Population Group Growth 2015-2042.....	12
Figure 5. Population Distribution & Existing Transit Routes within the City of Tracy.....	14
Figure 6. Housing Unit Distribution & Transit Routes within the City of Tracy.....	15
Figure 7. Schools in Tracy & Transit Routes.....	16
Figure 9. Points of Interest & Transit Routes within the City of Tracy (Group 2).....	17
Figure 10. Job Generating General Plan Land Uses & Transit Routes within the City of Tracy.....	18
Figure 11. General Plan Land Use for the City of Tracy, Adopted 2011.....	19
Figure 12. Mode choice distribution within San Joaquin Council of Government region.....	20
Figure 13. Fixed route and shuttle services within the City of Tracy.....	22
Figure 14. City of Tracy's Organizational Chart.....	24
Figure 15. Historical Annual Ridership of Paratransit, Fixed Route, and Tracer Plus Services.....	26
Figure 16. Annual boardings and alightings by fixed-route service line.....	27
Figure 17. Total Boardings per Fixed-Route service line.....	29
Figure 18. Tracer Fares as of July 2023.....	30
Figure 19. Bike routes and transit service in City of Tracy.....	34
Figure 20. TRACER Fixed Route Network Map, FY2024.....	46
Figure 21. TRACER Fixed Route Annual Ridership FY2017-18 to FY2023-24.....	49
Figure 22. TRACER Paratransit and Tracer Plus Annual Ridership FY2017-18 to FY2023-24.....	50

Figure 23. TRACER Fixed Route Annual Riders per Capita 2017-23	51
Figure 24. TRACER Paratransit Annual Riders per Capita 2017-24	52
Figure 25. TRACER Plus Annual Riders per Capita 2017-23	53
Figure 26. Route A Map	55
Figure 27. Route A – Monthly Ridership by Passenger Type (FY 2023-24)	56
Figure 28. Route B Map	58
Figure 29. Route B – Monthly Ridership by Passenger Type (FY 2023-24)	58
Figure 30. TRACER Route C Map	60
Figure 31. Route C – Monthly Ridership by Passenger Type (FY 2023-24)	61
Figure 32. TRACER Route D Map	63
Figure 33. Route D – Monthly Ridership by Passenger Type (FY 2023-24)	64
Figure 34. Route E Map	65
Figure 35. Route E – Monthly Ridership by Passenger Type (FY 2023-24)	66
Figure 36. TRACER Route F Map	67
Figure 37. Route F – Monthly Ridership by Passenger Type (FY 2023-24)	68
Figure 38. TRACER Route G Map	70
Figure 39. Route G – Monthly Ridership by Passenger Type (FY 2023-24)	71
Figure 40. TRACER Route H Map	72
Figure 41. Route H – Monthly Ridership by Passenger Type (FY 2023-24)	73
Figure 42. TRACER ACE and South Tracy Shuttle Routes Map	75
Figure 43. Ace Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	76
Figure 44. South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	77
Figure 45. Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)	78
Figure 46. TRACER Plus Service Area Map	83
Figure 47. TRACER Plus Annual Riders	84
Figure 48. TRACER Plus Riders per Revenue Hour	85
Figure 49. TRACER Plus Boarding and Alighting Hot Spots	85
Figure 50. TRACER Plus Riders Per Day FY23/24	86
Figure 51. TRACER Plus Source of Bookings	86
Figure 52. TRACER Plus Riders by Service Time	87
Figure 53. TRACER Plus Rides by Time Period	87
Figure 54. TRACER Paratransit Route Map	89
Figure 55: TRACER Paratransit Total Annual Ridership 2017-23	90
Figure 56: TRACER Paratransit Riders per Revenue Hour 2017-23	90
Figure 57. Existing Fixed Routes	94
Figure 58. Proposed Fixed Routes	95
Figure 59. Proposed East-West Fixed Routes - North Tracy	95
Figure 60. Proposed East-West Fixed Routes - South Tracy	96
Figure 61. Proposed North-South Fixed Routes	96
Figure 62. Proposed Tracy Hills - Mall Route	98
Figure 63. Proposed Tracy Blvd Route	99
Figure 64. Proposed Grant Line - West Valley Mall Route	100
Figure 65. Proposed Transit Station – Walmart	101
Figure 66. Transit Station/11th/Safeway Area Route	102
Figure 67. Hidden Lake - Safeway Route	103

Figure 68. Proposed Transit Center - Raley's Shuttle Route.....	104
Figure 69. Proposed Mall Shuttle Route.....	105
Figure 70. Commuter Route E.	106
Figure 71. Commuter Route F.	107
Figure 72. Commuter Route G.	107
Figure 73. Commuter Route H.	108
Figure 74. Proposed Service Area.	110
Figure 75. FY24/25 Existing Fixed Route & Shuttles.....	115
Figure 76. July 1, 2025, Implementation.....	115
Figure 77. July 1, 2026, Implementation.....	116
Figure 78. Proposed Downtown Tracy Valley Link Station.....	118
Figure 79. Proposed Valley Link Tracy OMF Site Plan.....	119
Figure 80. Revenue by Fiscal Year.....	125
Figure 81. Forecasted Expenses.....	127
Figure 82. Vehicle Needs by Fiscal Year	131

APPENDICES

Appendix A	Operations & Capital Budget Sheets
Appendix B	Stakeholder Engagement
Appendix C	Survey Questions
Appendix D	Survey Answers
Appendix E	Workshop Results

EXECUTIVE SUMMARY

The Short-Range Transit Plan (SRTP) is a document that outlines a transit agency's transit services and operations for a set period of time, usually five years, but sometimes up to 10 years. SRTPs are based on revenue forecasts and include information such as service plans, budgets, and operational data. SRTPs are used to justify federal and state grants for transit operations and capital projects. Transit agencies within San Joaquin County are required to submit SRTPs to the San Joaquin Council of Governments (SJCOG) to comply with federal and state requirements.

At the local level, the SRTP update provides an opportunity to explore key issues for transit usage. For example, a jurisdiction may be experiencing tremendous housing growth or are developing a large development, logistics hub, or multi-modal station which would increase travel in specific areas. The SRTP includes forecasting for anticipated ridership and service increases associated with projected growth in a service area, as well as operating and capital expenditures and revenues needed to support those service expansions.

This SRTP is fiscally constrained to the fiscal years 2025/2026 through fiscal years 2030/2031 and makes recommendations for capital and service planning during the subsequent five years, and beyond. The following paragraphs illustrate the importance of the SRTP, and reading the projects outlined within this document for regional, state, and federal funding.

1.1 Federal Requirement

Federal statutes (MAP-21¹) and the U.S. Code Title 49, Chapter 53, Section 5303, (c) General Requirements² requires that SJCOG, in partnership with the state and with local agencies, develop and periodically update a long-range Regional Transportation Plan (RTP), and a Transportation Improvement Program (TIP) which implements the RTP by programming federal funds to transportation projects contained in the RTP.

To effectively execute these planning and fund programming responsibilities, SJCOG, in cooperation with Region IX of the Federal Transit Administration (FTA), requires public transit operators to work cooperatively with SJCOG through a board-approved resolution and memoranda of understandings (MOU) with the transit operators within San Joaquin County. The MOU stipulates that transit operators draft short range transit plans that will feed into the development of the Federal Transportation Improvement Program (FTIP); and in compliance with 49 U.S.C. 5303³ and in 23 CFR part 450⁴, as

¹ <https://www.fhwa.dot.gov/map21/>

² <https://uscode.house.gov/view.xhtml?path=/prelim@title49/subtitle3/chapter53&edition=prelim>

³ <https://uscode.house.gov/view.xhtml?req=granuleid:USC-1994-title49-section5303&num=0&edition=1994>

⁴ <https://www.govinfo.gov/app/details/CFR-2024-title23-vol1/CFR-2024-title23-vol1-part450>

incorporated by reference in 49 CFR part 613⁵, Metropolitan and Statewide and non-metropolitan planning.

1.2 California State Requirement

The information found in each transit operator's short-range transit plan feeds into the SJCOG RTP and TIP. Transit systems performance objectives (TSPOs) are set within the SRTP and are used annually and triennially for Transportation Development Act (TDA) audits, in addition to determining funding eligibility for TDA funds. Each recipient agency must also report to the California Department of Transportation (Caltrans) the State of Good Repair revenues and expenditures in their annual TDA Audit or Annual Comprehensive Financial Report (ACFR). The TSPOs are also referenced during the annual unmet transit needs assessment and help to determine whether an unmet transit need is reasonable to meet. Additionally, the information found in the SRTP is used to update SJCOG's Regional Transit Systems Plan (RTSP).

1.3 Measure K Requirement

The Measure K Renewal fund allocation for bus transit capital projects and services are to be consistent with adopted short range transit plans and the SJCOG RTSP.

Measure K funds are allocated for programs that promote regional initiatives, consistent with SJCOG's adopted RTSP. Regional initiatives could include, for example, development of a San Joaquin County regional transit services map, a universal fare card system, activities in support of implementing intelligent transportation system (ITS) technology that encourages transit use, implementation of innovative forms of transit to serve rural areas, and implementation of transit security awareness programs and measures.

1.4 Overview of SRTP Recommendations

The main goal of the recommendations in this SRTP is to have more direct routes, increased frequency, and to get riders to where they want to go faster. The key issues that were identified with the current system are:

- *I have to wait to long for the bus to arrive.*
- *TRACER doesn't go where I need it to go.*
- *TRACER doesn't run late enough.*

1.4.1 Fixed Routes

This SRTP outlines the plan to expand service to six (6) fixed routes from four (4) services, plus two (2) shuttles that will operate continually during the span of fixed route service, generally 7AM to 7PM.

⁵ <https://www.ecfr.gov/current/title-49/subtitle-B/chapter-VI/part-613>

These routes will operate either East to West or North to South across the City. See the table below for an overview of the proposed routes.

Table 1. Recommended Fixed-Route Service

More Direct Routes	
East-West Routes	<ol style="list-style-type: none"> 1. Tracy Transit Station (TTS) to Mall via Grant Line 2. TTS to Walmart via Eaton/Lowell 3. TTS to Corral Hollow (Safeway area) via 10th/11th. 4. Corral Hollow (Safeway area) to Hidden Lake (Valpico & MacArthur)
North-South Routes	<ol style="list-style-type: none"> 5. Tracy Hills to Mall 6. Tracy Blvd - From New Indian Supermarket/In-n-Out/La Plaza Supermarket to Edgewood
Connecting Shuttles	<ol style="list-style-type: none"> 7. Mall Shuttle – between Mall and Costco/Walmart 8. TTS to Valpico Rd (Raley’s area)

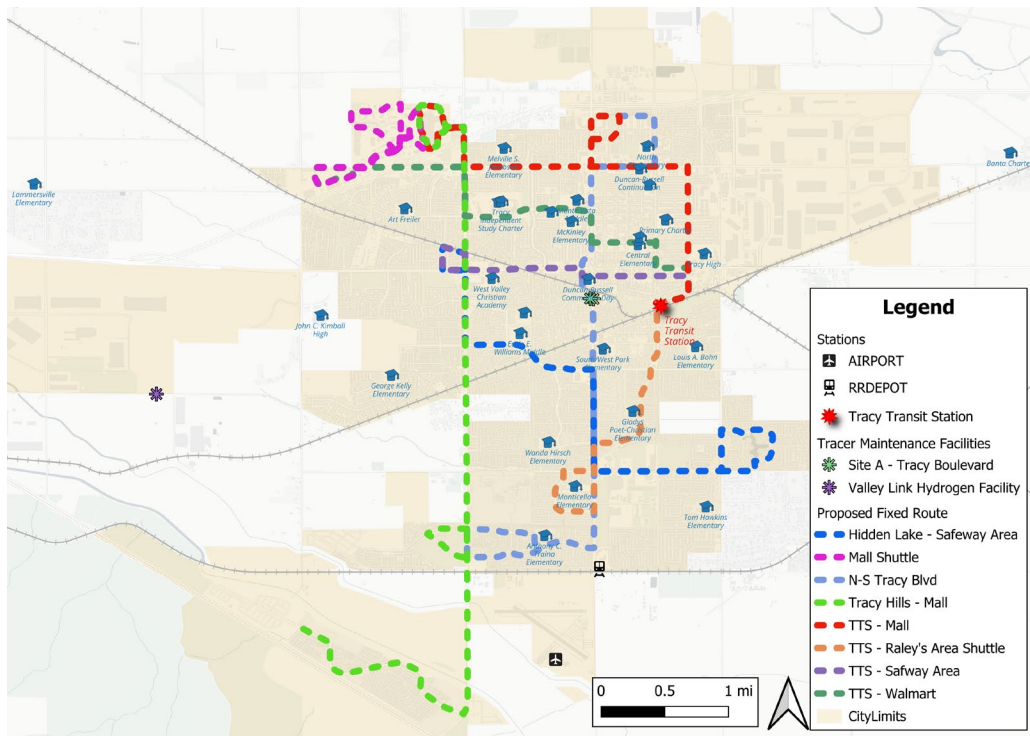


Figure 1. Recommended Fixed-Route Service.

1.4.2 Commuter Routes

Commuter Routes E, F, G and H will remain at their service levels, if they continue to hit the goals, standards and objectives outlined in section 2.0. The one change will be to add 2 trips in the AM to Route G – currently it only has two trips in the PM.

1.4.3 TRACER Plus (On-Demand)

The plan proposes to expand the hours of TRACER Plus reservation times from Monday to Friday so that there is a consistent end time every evening (11pm).

1.4.4 Paratransit

The paratransit service will remain the same as it is today.

1.4.5 Phasing

See the table below for an overview of activities proposed by fiscal year. See more information in Chapter 4: Operations Plan and Budget.

Table 2. Operations Plan Implementation by Fiscal Year.

Year	Fiscal Year	Operations Plan Activities
Year 1	FY25/26	Route implementation; Service frequency increases; capital project planning
Year 2	FY26/27	Route implementation; Service frequency increases; capital project planning
Year 3	FY27/28	Service frequency increases, capital project planning
Year 4	FY28/29	Service frequency increases, capital project planning
Year 5	FY29/30	Service frequency increases, capital project planning
Years 6-10	FY30/31— FY34/35	Capital project implementation

1.5 Organization of this document

This document is organized into the following chapters:

Chapter 1: Overview of TRACER. Description of recent trends in the City of Tracy, the history and governance of the transit agency, the current fares, fleet, and facilities.

Chapter 2: Goals, objectives, and standards. Description of the City's vision, goals and objectives related to transit, as well as performance metrics.

Chapter 3: Service & System Evaluation. An evaluation of the existing TRACER System.

Chapter 4: Operations Plan & Budget. Description of proposed recommendations for service improvements and their associated budget.

Chapter 5: Capital Improvement Program (Project List). An overview of the capital improvements needed to implement the proposed operations plan.

1.0 OVERVIEW OF TRACER

This section presents the existing conditions of transit services within the City of Tracy. It includes an analysis of data provided by the City of Tracy and San Joaquin Council of Governments (SJCOG), as well as a compilation of information relevant as of January 2024. The following memo outlines a comprehensive assessment of the existing conditions of the City of Tracy's transit system. Topics in this assessment include the history of the transit agency, governance, transit services, revenue fleet, and existing facilities. This information and analysis of the existing conditions of the City of Tracy's transit system will provide a solid foundation for future planning and development efforts, enabling the agency to make informed decisions and improvements to better serve the community's transportation needs.

1.1 City of Tracy Overview

As of July 2023, the City of Tracy with a population of 98,091 is the second largest City in San Joaquin County. The population distribution (2020 census block level data) and existing transit routes within the City are shown in **Figure 3**. During the 2020 COVID-19 pandemic the City saw an influx of residents. The population growth rate for the City has passed 5% since 2020, when the City's population was about 93,000. Both national and the San Francisco Bay Area population growth rates fall under one percent for the same period. The comparison of the City of Tracy's population growth with national and the San Francisco Bay Area rates shows that the City has had a significant population growth since 2020. The population growth exceeded the anticipation made in the travel demand model (TDM 2022) of SJCOG since in the model the estimated population for the City for year 2030 was about 97,000 people, which the City exceeded in the year of 2023. This implies that estimated growth rates for 2030 and 2042 will be even higher. **Figure 2** shows the estimated total population, households, and employment for the City of Tracy according to SJCOG TDM estimation. According to SJCOG TDM, the employment rate will have a steady growth rate by 2042, reaching more than 30,000 employed people within the City.

As of 2020, the City houses more than 27,700 residential units, 81 percent of which are detached single-family units. **Figure 4** shows the distribution of housing units and transit service within the City of Tracy. Additionally, it is important to note that the City of Tracy is working towards meeting its Regional Housing Needs Allocation (RHNA) for the 2023-2031 housing element cycle. The RHNA has set a target for the City to develop 8,830 new housing units, which are categorized into four income categories: very low, low, moderate, and above moderate-income levels. The allocation of these housing units across different income categories is part of the City's broader strategy to address various housing needs⁶. The above population and housing information are typically where trips within the City of Tracy will start.

⁶ Draft of Tracy Housing Element, November 2023.

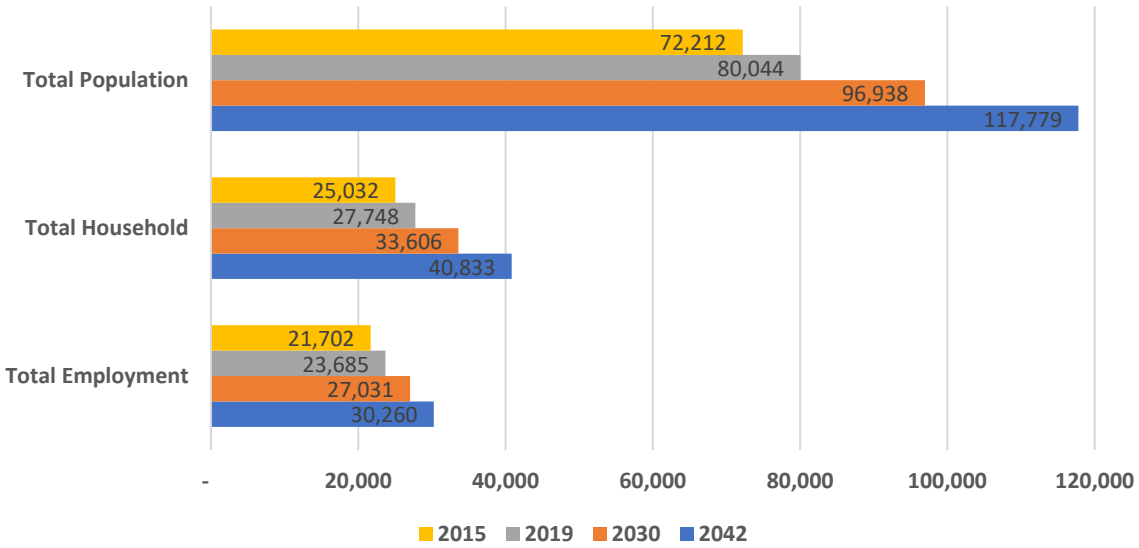


Figure 2. Population, households, employment growth 2015-2042 (Source: SJCOG Travel Demand Model 2022).

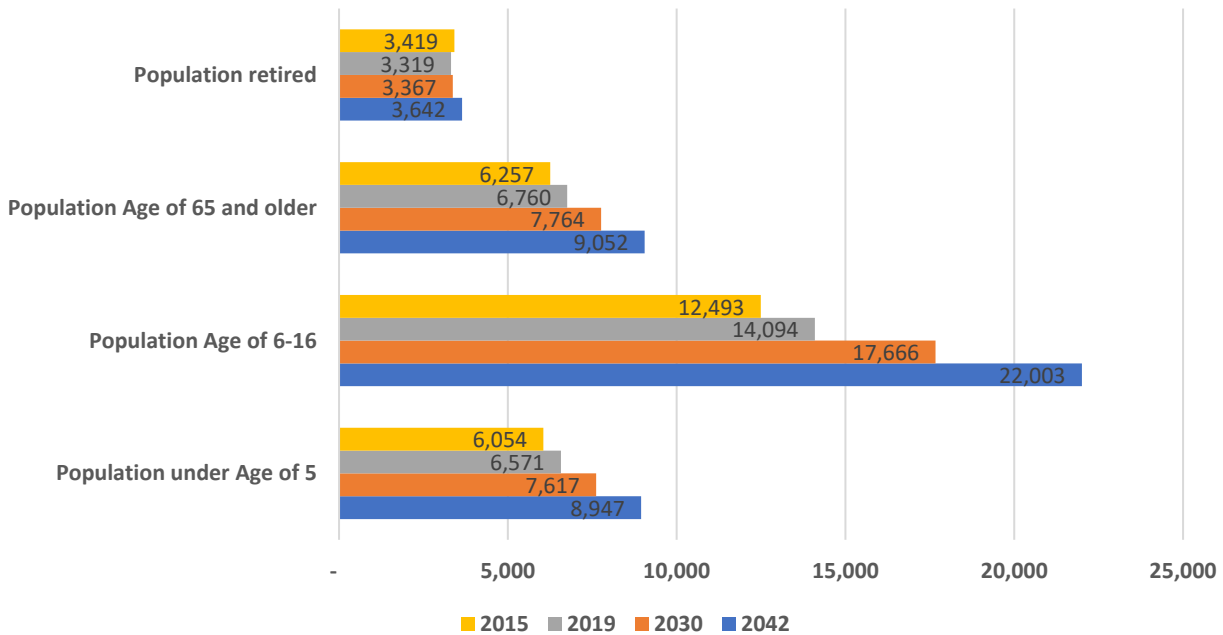


Figure 3. Population Group Growth 2015-2042 (Source: SJCOG Travel Demand Model 2022).

Figure 3 shows the estimated changes and growth of the City's population groups that are used in SJCOG's current travel demand model. Population groups under 16, and over 65 and retired are

correlated with high rates of transit dependency as they lack drivers' licenses, especially the age group of 6-16, which is predicted to have the highest growth rate among other groups by 2042. As shown in Figure 5, the TRACER serves all schools within the limit. The population growth rate of school-aged individuals provides an opportunity for the transit system to increase ridership by continuing and improving services to the school districts. Tracy's TRACER provides services primarily within two school districts: Tracy Unified School District and Jefferson School District.

Other points of interest include libraries and community centers, service centers, and wineries, based on the information provided by the County, as shown in Figure 7. The existing transit service covers most of the mentioned trip attraction points. Other potential trip attraction destinations are shown in Figure 8. These include the planned development areas included in the City's 2011 adopted General Plan. There are seven pairs of stops within the designated downtown revitalization area, which incorporates the central business district and downtown area. Figure 10 shows the General Plan land use designations. The planned development areas, including commercial zones, could be targeted for transit coverage expansion projects and investments since jobs, schools, central business district and shopping centers are typically where trips will end within the City of Tracy. These production and attraction data are important to understand during the analysis of the transit system, as these are the origins and destinations of potential TRACER riders.

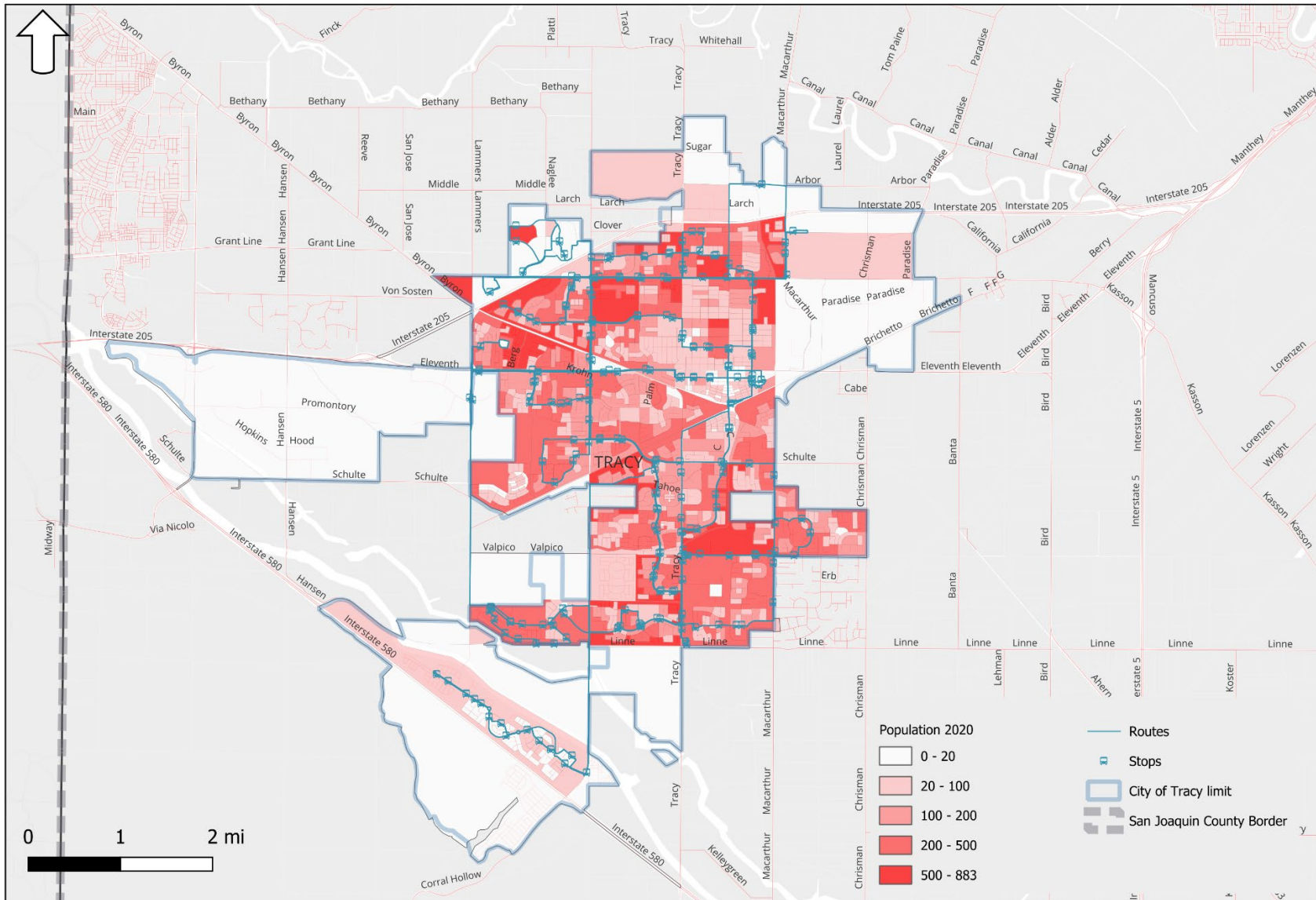


Figure 4. Population Distribution & Existing Transit Routes within the City of Tracy (Source: Census 2020).

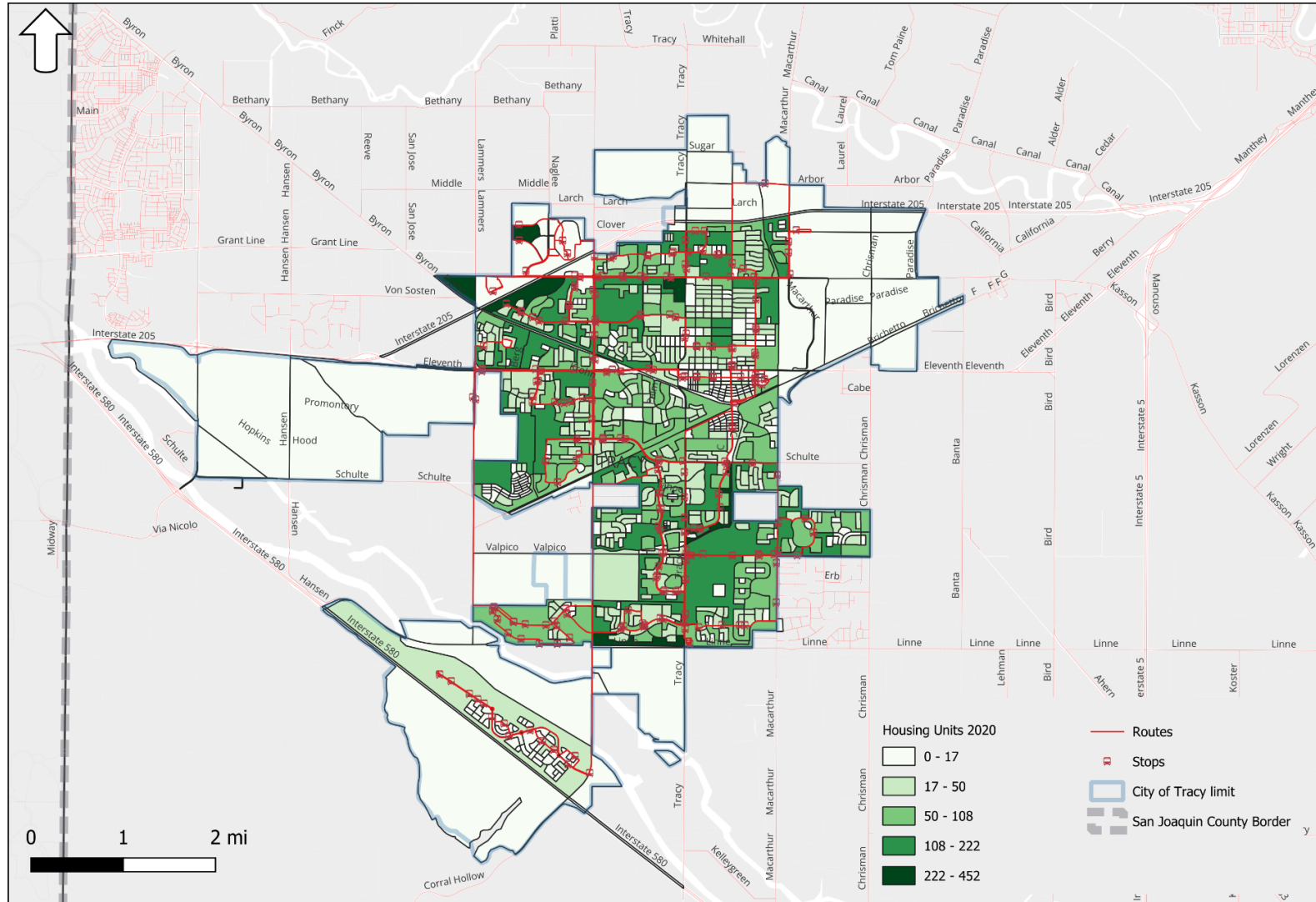


Figure 5. Housing Unit Distribution & Transit Routes within the City of Tracy (Source: Census 2020)

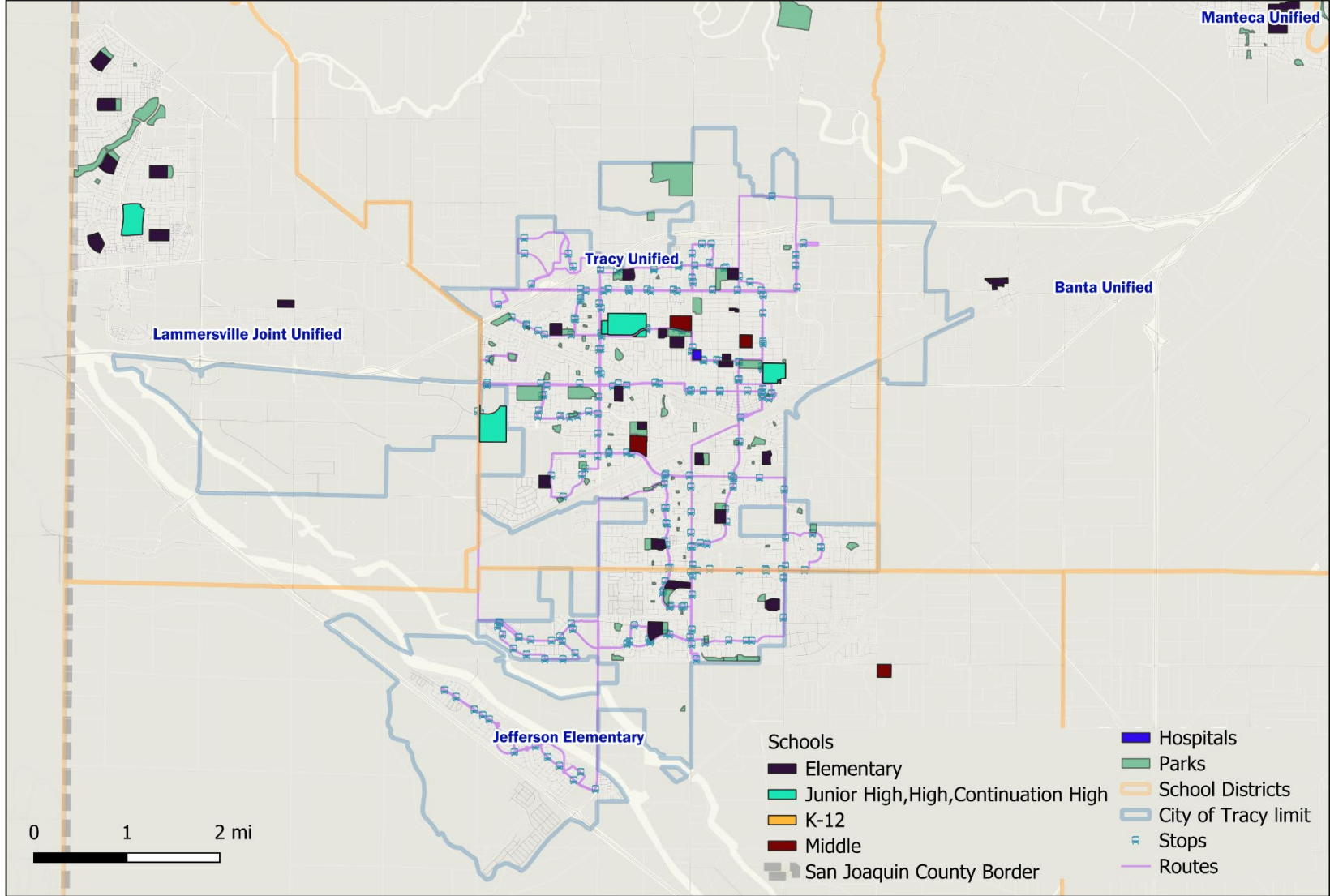


Figure 6. Schools in Tracy & Transit Routes.

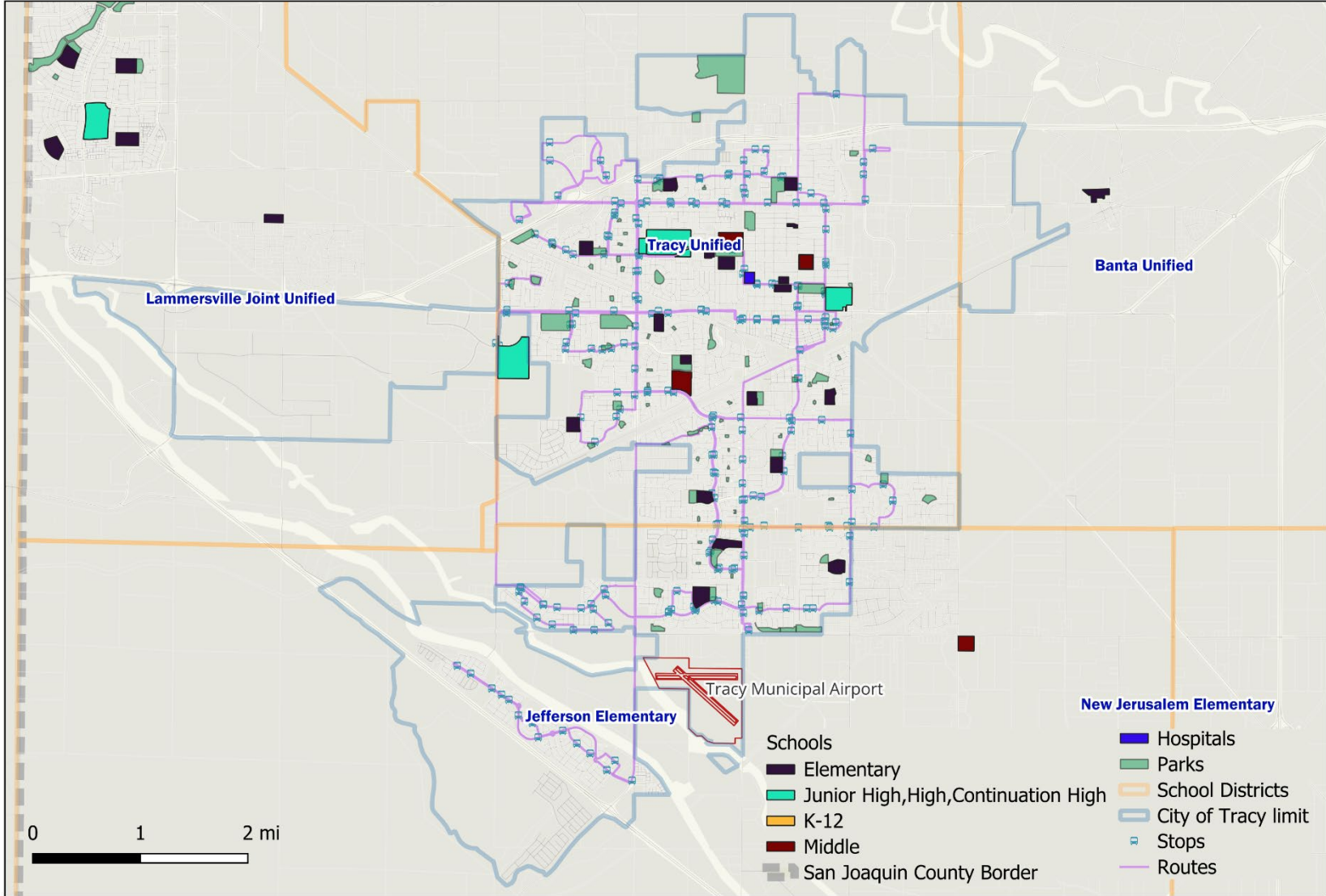


Figure 7. Points of Interest & Transit Routes within the City of Tracy (Group 2) (Source: San Joaquin County).

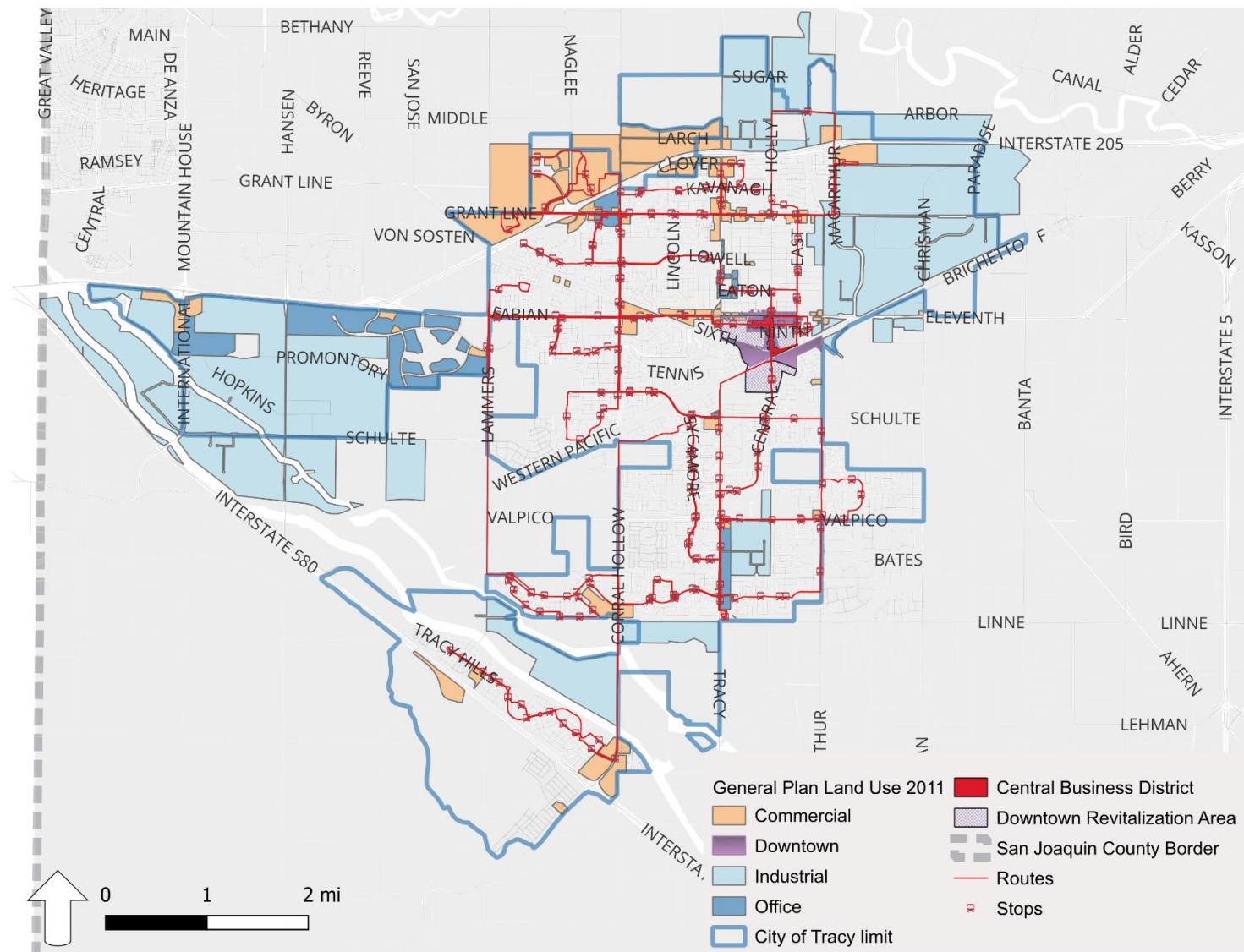


Figure 8. Job Generating General Plan Land Uses & Transit Routes within the City of Tracy (Source: City of Tracy).

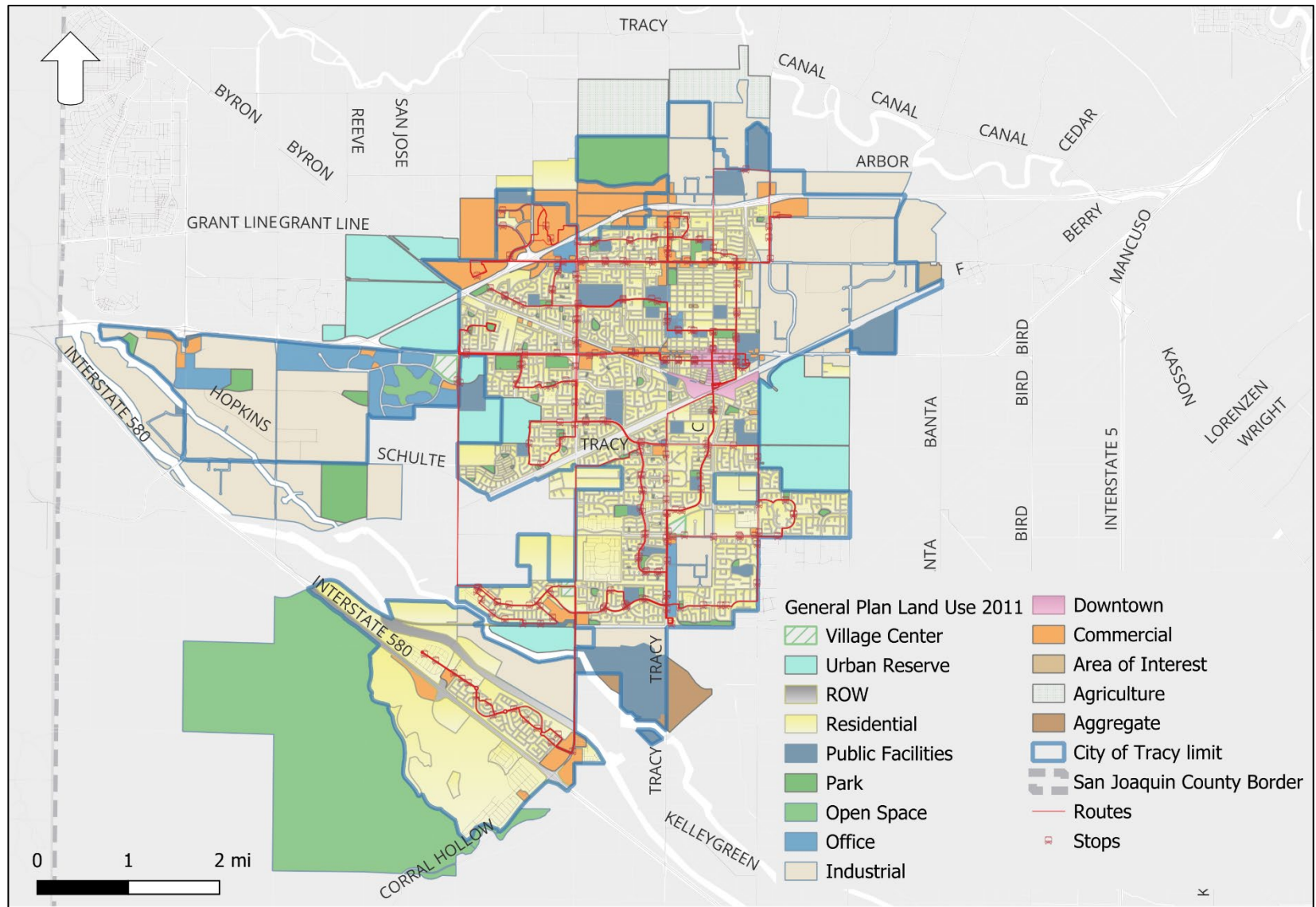


Figure 9. General Plan Land Use for the City of Tracy, Adopted 2011 (Source: City of Tracy).

Transit trips represent a small share (1.3%) of all trips of 2022. Driving modes constitute 89% of all trips, with 51% of those being shared rides (two or three people in a vehicle). Figure 11 shows the observed mode choice for all trip purposes in 2022.

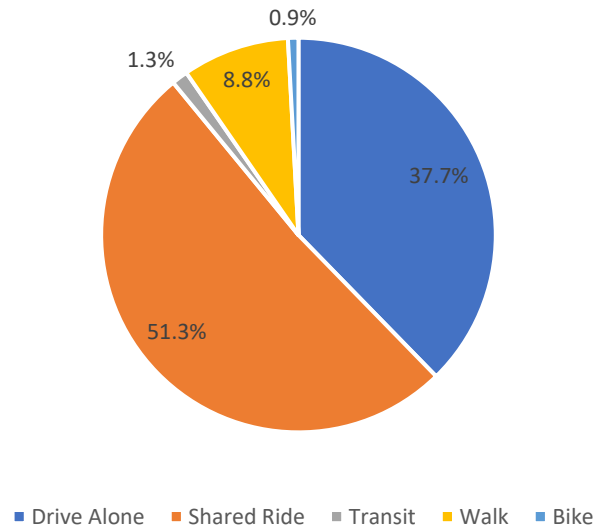


Figure 10. Mode choice distribution within San Joaquin Council of Government region (Source: SJCOG model, 2022).

2.0 TRANSIT SYSTEM OVERVIEW

2.1 Transit Agency History

In 2001, the City of Tracy started offering a fixed-route transit service called Tracer. Tracer includes the public bus system within the City of Tracy. The Tracer is currently managed by the City’s Public Works Department, under the Transit Division. The Transit Division consists of one Transit Manager, two Transit Coordinators, and two Maintenance Workers, who are tasked with transit planning and coordination, federal and state grants, capital projects, contracts, federal and state regulation compliance, contractor oversight, transit surveys, and outreach. In 2024 the City went through an internal reorganization that moved the Transit Division into the Public Works Department. In 2023 the Transit Division was managed under the newly created Mobility and Housing Department and prior to 2023, the Transit Division was managed at various times under the Parks and Recreation Department and Public Works Department.

Today, the Tracer Fixed-Route Service operates Monday through Saturday with eight fixed routes and three shuttle routes connecting major points in the City, such as Downtown Tracy, West Valley Mall,

Walmart, and most middle and high schools. The service hours for the fixed-route service are from approximately 7:00 a.m. to 6:30 p.m. on weekdays and from 9:00 a.m. to 6:30 p.m. on Saturdays.

The Tracer system also includes Paratransit Service, which provides door-to-door, shared-ride service for eligible individuals with certified disabilities, Medicare recipients, seniors (age 65 and above), and veterans within the City limits. This service operates during similar hours to the fixed-route service. In addition to this, Tracer Plus On-Demand Service operates Monday through Sunday, providing curb-to-curb, shared ride service for the public. This on-demand service is designed to give all riders the ability to use public transportation within the Tracy City limits when Fixed Routes and Paratransit are not in service. The service hours for Tracer Plus On-Demand vary, extending into the early morning and late evening hours. The Tracer system also facilitates connections to other cities both inside and outside of San Joaquin County at the Tracy Transit Station via the San Joaquin Regional Transit District (RTD) buses and Greyhound bus service. Figure 13 shows the current service coverage of fixed-route and shuttle services within the City of Tracy⁷.

The City has been in contract with MTM transit to operate all the transit services within the City of Tracy since 2016. The current contract term was from July 2021 to June 2025. After that, the City will announce a bid opportunity for more services.

This short-range transit plan intends to provide recommendations for transit services covering fiscal years 2025/2026 to 2034/2035. The implementation phase of these recommendations will start in July 2025.

⁷ Source: City of Tracy, access January 2024, [TRACER Bus Service | City of Tracy, CA](#)

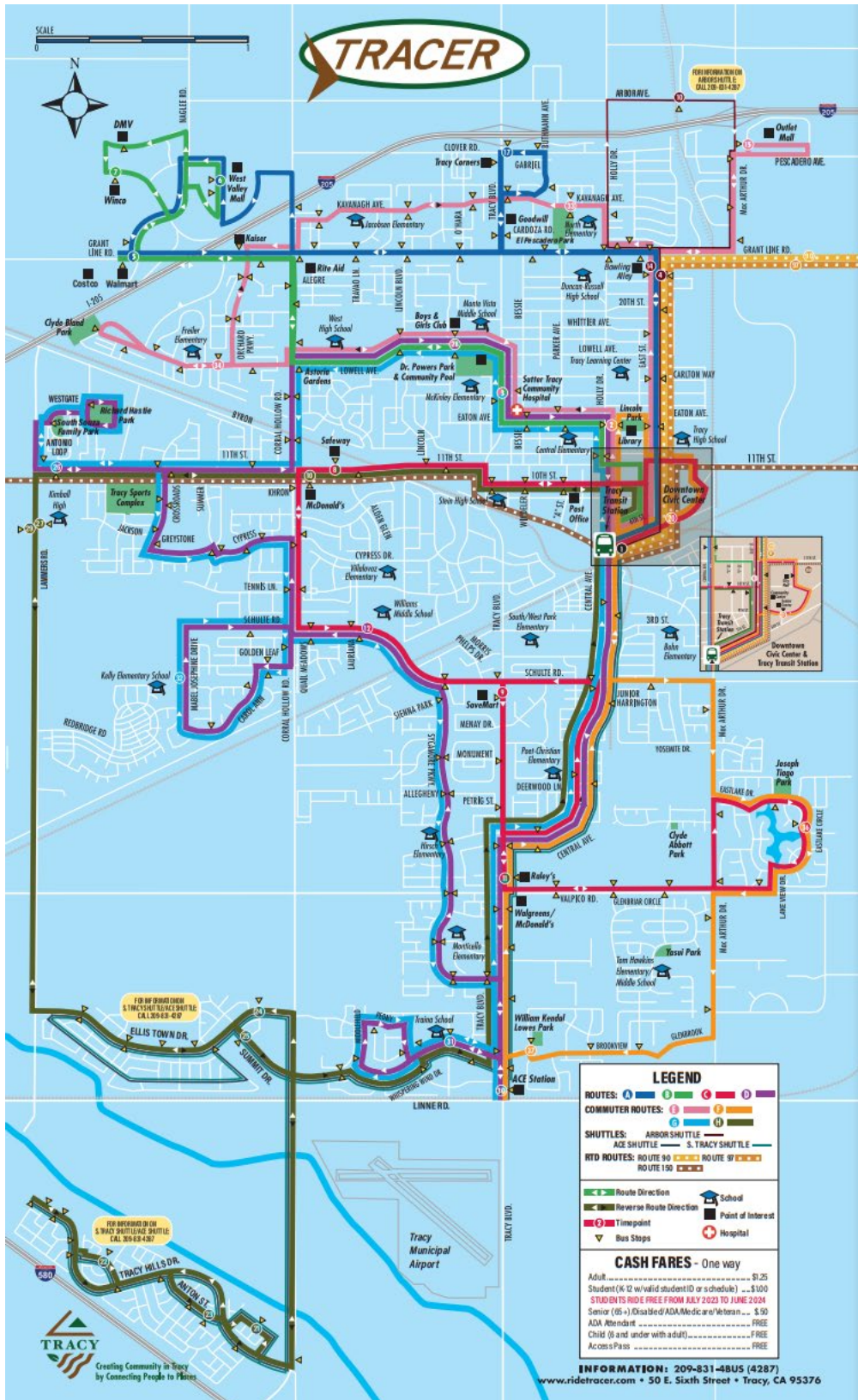


Figure 11. Fixed route and shuttle services within the City of Tracy.

2.2 Governance

The City of Tracy operates under a general law structure with a City Manager serving as the City's administrative chief, appointed by the City Council. The City Manager's responsibilities include appointing both the Assistant City Manager and heads of the eight key operational departments. Under the City Manager, the Public Works Department is responsible for oversight of the Transit Division. The Transit Division includes Tracer bus services, bikeways, American with Disabilities Act (ADA) compliance, Disadvantaged Business Enterprise (DBE) compliance for Transit services, and Title VI compliance.

The City Council, consisting of five elected officials, is the decision-making body in charge of adopting transit-related policies, determining changes in service, funding, and performance evaluation. Council members are elected for a term of four years, and the Mayor is elected for a term of two years.

A Transportation Advisory Commission was established by City Council Resolution 2007-120 and amended by Council Resolution 2010-022 to act in an advisory capacity on transportation related issues. The commission has five members from the community who meet monthly, and advise Council regarding service levels and routes, rules and procedures governing public transportation programs, comprehensive Citywide transit master planning, reviewing and monitoring long-range recommendations, promoting marketing strategies, and providing input about the adoption, amendment, or repeal of any decision pertaining to public transportation within the City. Figure 14 shows the organizational chart of the City in fiscal year 2024-2025.

Summary	
Type of unit of government	City
Composition and nature of representation of governing body:	City Manager & City Council
Number of members	<i>City Council</i> – 5 members <i>Transportation Advisory Commission</i> – 5 members
Elected or appointed	<i>City Council</i> – Elected <i>Transportation Advisory Commission</i> – Appointed by City Council

CITY OF TRACY
Functional Organization Chart
FISCAL YEAR 2024-2025

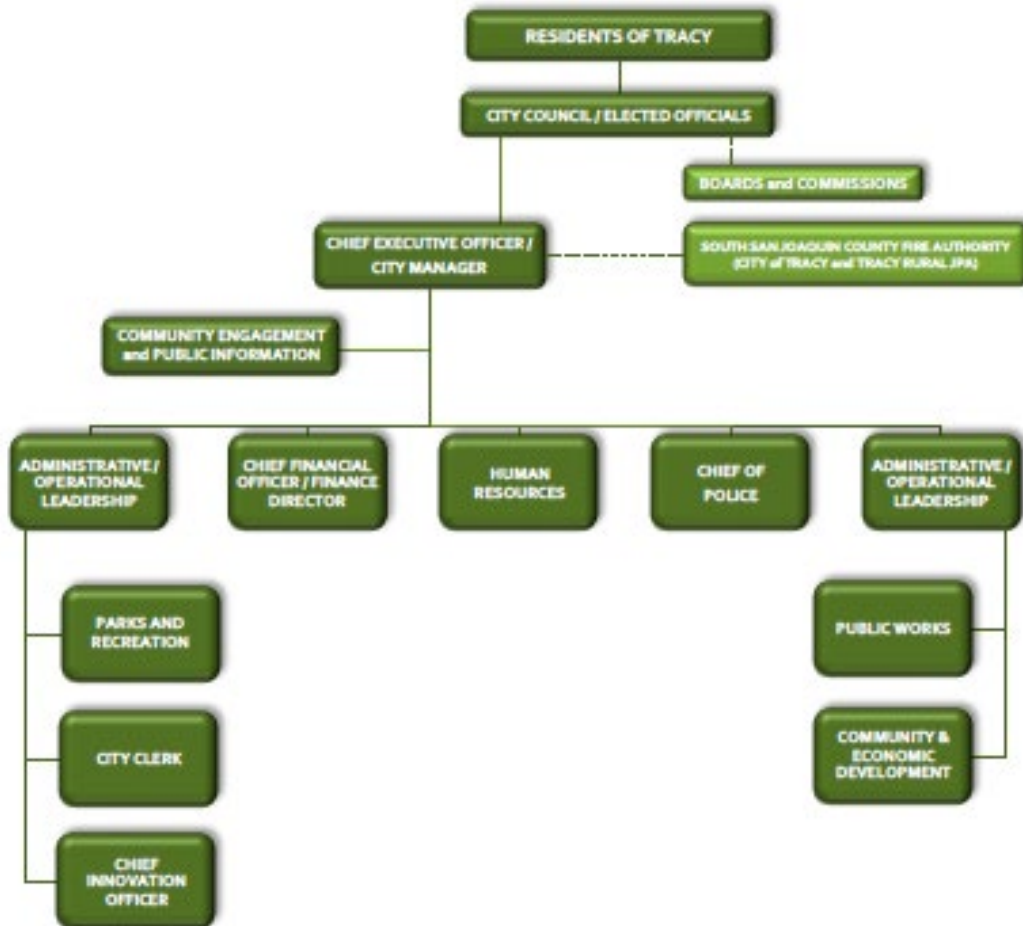


Figure 12. City of Tracy's Organizational Chart.

2.3 Transit Services Provided and Areas Served

The City offers fixed-route bus services, paratransit, and an on-demand transit service called TRACER Plus. The transit network covers all twenty-six square miles of the City serving roughly 100,000 residents. The fixed-route services include eleven lines, which connect riders to Downtown Tracy, West Valley Mall, Walmart, and the ACE Station. Additionally, the fixed-route service provides morning and afternoon services to most local schools, as shown in Figure 14. A description of the fixed-route services in the City is as follows:

Fixed-route services:

These routes provide services from 7 am to 7 pm on weekdays and modified hours on Saturday. It does not operate on Sundays. The hours of operation are the same for routes A through route D.

- **Route A** connects the Tracy Transit Station to West Valley Mall and serves multiple points of interest along the way, including City Hall, Tracy High School, McKinley Village Shopping Center, Tracy Corners, Grant Line Station Shopping Center, Kaiser Tracy, Tracy Pavilion Shopping Center, Tracy Marketplace.
- **Route B** extends from the Tracy Transit Station to West Valley Mall via Sutter Tracy Hospital, and serves Tracy High School, Downtown Tracy, Merrill West High School, Grant Line Station Shopping Center, Kaiser Tracy, Tracy Marketplace, Tracy Pavilion Shopping Center.
- **Route C** serves five main points of interest connecting the Tracy Transit Station to Hidden Lake, which includes Tracy High School, Tracy City Hall, Downtown Tracy, Corral Hollow Shopping Center/Gateway Plaza, Red Maple Village Shopping Center.
- **Route D** goes through the Tracy Transit Station, 11th St, Merrill West High School, Lammers, Kimball High School, and Red Maple Village Shopping Center.

Commuter Route Services:

These routes only operate during weekday school hours traveling in a loop route in counterclockwise direction in AM, clockwise direction in PM.

- **Commuter Route E** passes by Tracy City Hall, Tracy High School, Downtown Tracy, Shops at Northgate Village, Tracy Corners, Kaiser Tracy, and Merrill West High School by connecting the Tracy Transit Station and West High School.
- **Commuter Route F** serves six points of interest: Tracy Transit Station, Tracy City Hall, Tracy High School, Downtown Tracy, Red Maple Village Shopping Center.
- **Commuter Route G** operates only during weekday afternoon hours, passing by Tracy Transit Station, Downtown Tracy, Sutter Tracy Community Hospital, Merrill West High School, Corral Hollow Shopping Center/Gateway Plaza, and Red Maple Village Shopping Center.
- **Commuter Route H** goes through downtown Tracy and serves Kimball High School in addition to the Ellis and Tracy Hills developments. This route operates one way from Tracy Hills to the Tracy Transit Station in the AM, and from the Tracy Transit Station to Tracy Hills in the PM. This route also operated during weekday school hours only.

The following graph shows ridership trends over the past five fiscal years for the distinct types of transit services in Tracy. Like all transit services throughout the nation, Tracy's public transit system suffered a significant reduction in ridership during the COVID-19 pandemic restrictions and stay-at-home policies. Nationally, the average transit ridership dropped by 65 percent from March 2020 through December 2020⁸. When comparing fiscal year 2020/2021 and fiscal year 2018/2019, Tracy's fixed-route services saw a 64% reduction in ridership. Had the annual year-over-year growth in ridership been sustained for FY 2020/2021, the City would have seen over 153,000 annual passengers on the fixed-route system. The City's paratransit services reported an approximately 42 percent reduction in ridership comparing fiscal year 2020/2021 to fiscal year 2018/2019. Figure 5 shows the historical annual ridership by service type since 2017. It should be noted that the City initiated TracerPlus services in FY 2020/2021, starting with weekend only service, and adding weekday service in FY21/22. The transit ridership recovery rate in Tracy aligns with national trends, rebounding by 60 percent and 70 percent of pre-pandemic levels in 2022 and 2023, respectively.

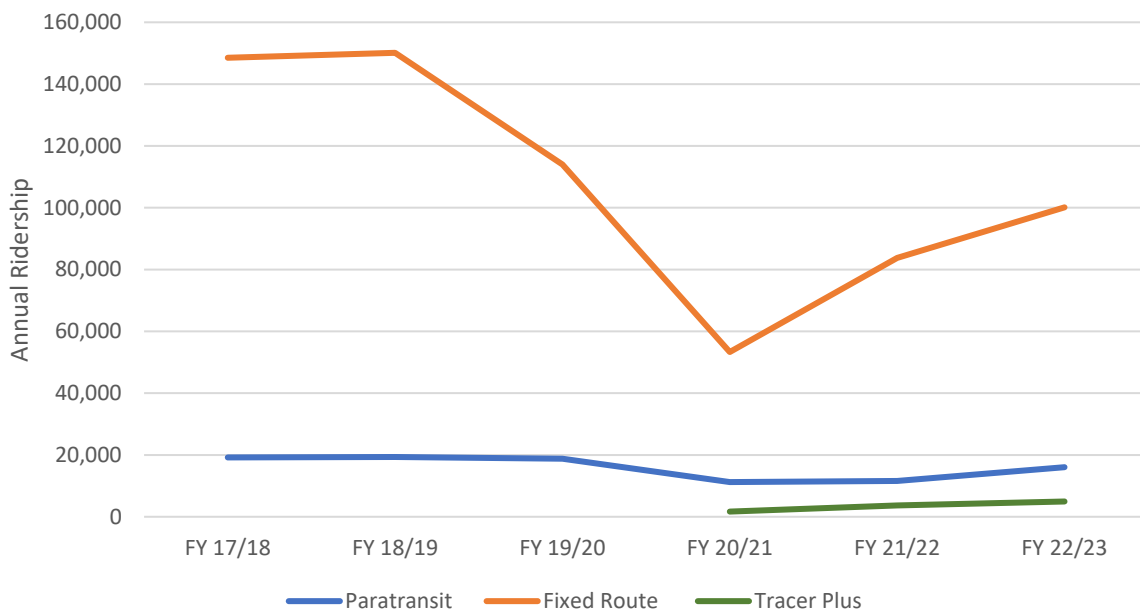


Figure 13. Historical Annual Ridership of Paratransit, Fixed Route, and Tracer Plus Services.

The fleet drivers manually collect the boarding and alighting data. The manual tracking system is heavily relying on the human operators to record passenger's traffic, which is subject to human error and increased dwelling time at stops. It is also labor intensive and adds up to the driver's burden to

⁸ APTA Ridership Trends Dashboard powered by Transit, January 2021, <https://transitapp.com/APTA>.

remain mindful of the number of passengers boarding and dropping off at each station. The City intends to switch to an Automatic Passenger Counting (APC) system that uses sensor installed at the front and rear doors of the fleet. APCs can provide real-time passenger data by automatically accounting for all boardings and alightings per stop without requiring human input. This technology is anticipated to be fully implemented by Fall 2024.

Figure 13 provides a comparison of the total boardings and alighting for fixed routes A through H, as well as the ACE Shuttle and the South Tracy Shuttle. The data indicates that Routes A, B, and C have the highest boardings and alightings. These three routes show balanced usage, indicating that the number of out-bound trips nearly equated to the number of in-bound trips at stops along those routes. Routes C and D slightly favor boardings, which is reflected in the difference of boarding and alighting at the Tracy Transit Station. Route H, the ACE Shuttle, and the South Tracy Shuttle have the lowest numbers of boardings and alightings but have only been in service as pilot programs since August 2023. (See Service Schedule in Table 1).

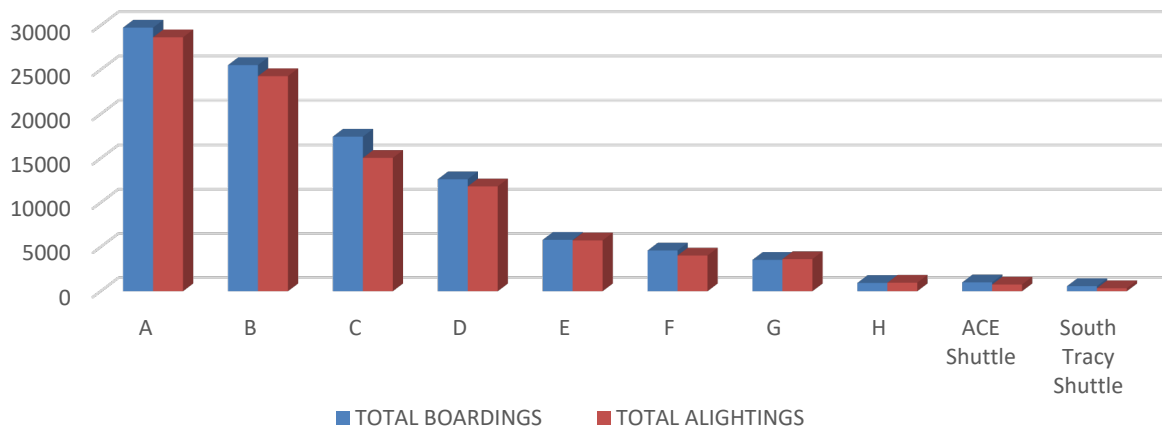


Figure 14. Annual boardings and alightings by fixed-route service line.

Table 3. Fixed-Route Service Schedule (FY23/24).

Route	Weekday Schedule	Saturday Schedule
Route A	7 AM-7 PM	9 AM-7 PM
Route B	7 AM-7 PM	9 AM-7 PM
Route C	7 AM-6 PM	9 AM-6 PM

Route	Weekday Schedule	Saturday Schedule
Route D	6:30 AM-6:30 PM	9 AM-6:30 PM
Commuter Route E	7:30 AM – 8:30 AM; 2 PM – 5 PM	-
Commuter Route F	7 AM- 8 AM; 2PM-5 PM	-
Commuter Route G	2 PM-5 PM	-
Commuter Route H	8 AM- 9AM; 2 PM-5 PM	-
ACE Shuttle	5 AM- 8AM; 5 PM-8 PM	-
Arbor Shuttle	9 AM-5 PM	9 AM-5 PM
South Tracy Shuttle	10 AM-5 PM	10 AM-5 PM

Figure 16 presents a comparison of total boarding passenger counts during morning (AM) and afternoon/evening (PM) peak hours as well as mid-day counts across all fixed-route services. Routes A, B, C, and G show significantly more boardings in the afternoon peak hours. Route D has higher boardings during the morning peak period. Routes E, F, H, South Tracy Shuttle, Arbor Shuttle and ACE Shuttle exhibit overall lower total boardings, with Routes F and H being slightly more popular during the morning. The South Tracy Shuttle, Arbor Shuttle, and ACE Shuttle have similar AM and PM boardings.

The ACE Shuttle is a pilot service implemented as a response to the FY23/24 Unmet Transit Needs (UTN) Survey and is designed to meet the ACE Train at the ACE Station at Tracy Boulevard and Linne Road. The train arrives four times at 4:40, 6:00, 7:00, and 8:05 times in their AM peak service. It also serves this station at 5:11, 6:11, 7:11, and 8:14 PM. The South Tracy Shuttle is another pilot service that was implemented as a response to the FY23/24 UTN Survey and is designed to provide opportunities for those living the newer developments in the southwest part of Tracy to connect to transit service via the Tracy Transit Station. Both pilot programs are being evaluated and will be adjusted based on ridership as part of this SRTP update.

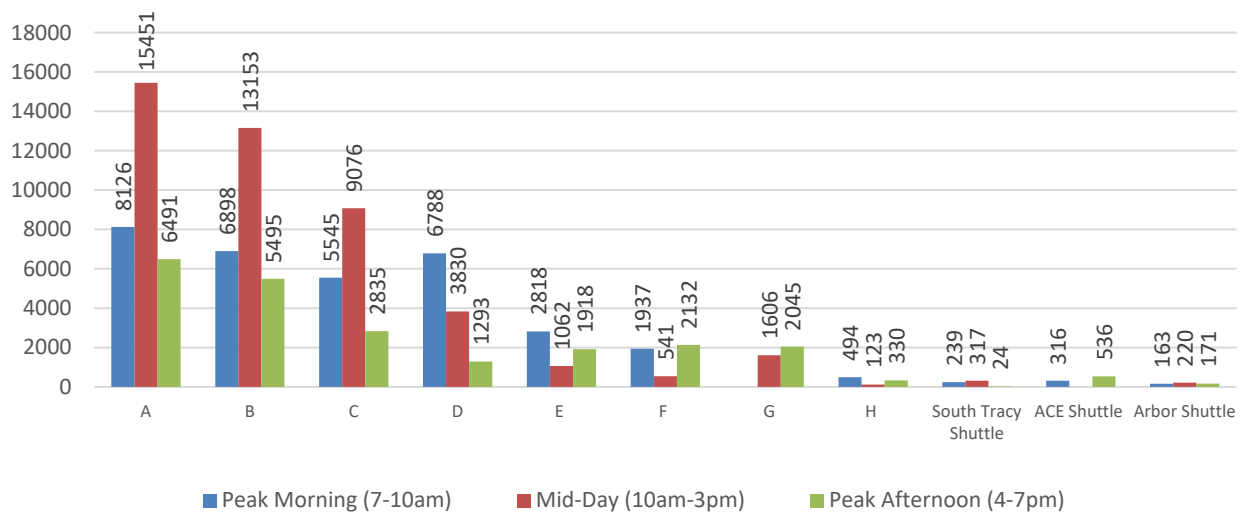


Figure 15. Total Boardings per Fixed-Route service line for peak morning, peak mid-day, and peak afternoon from November 2022 - November 2023

Cumulative boarding and alighting data for TRACER Routes A – H, the South Tracy Shuttle, ACE Shuttle and Arbor Shuttle were available from November 2022 – November 2023. This data shows the time periods and routes where there are the most passengers (Figure 14). For example, Route A shows the most boardings during the midday period followed by the morning peak. This is a similar case for Routes B and C. Route D experiences a surge in ridership during the morning peak, followed by the midday peak and less riders during the afternoon peak. Routes E and F both show peak riders during the morning and afternoon peak periods. Route G only offers service from 2pm – 5pm (see Table 3) and has the most riders during the afternoon peak followed by the midday peak (only 1 hour from 2-3pm). Route H has the most riders during the morning peak followed by the afternoon peak. The South Tracy Shuttle has the most riders during the midday followed by the morning, while the ACE shuttle has the most riders during the afternoon peak. The ACE Shuttle does not offer service during the midday since the ACE train does provide service during this time. The Arbor Shuttle has the most riders during the midday period, followed by the afternoon peak and then the morning peak. The availability of fixed-route service throughout the day is shown in Table 2.

Table 4. Availability of service during weekdays for fixed-route services (November 2023)

Availability	Morning (AM)						Afternoon (PM)									
	6	7	8	9	10	11	12	1	2	3	4	5	6	7	9	
Route A																
Route B																
Route C																

Route D	6:30												6:30	
Commuter Route E		7:30	8:30											
Commuter Route F														
Commuter Route G														
Commuter Route H														

Table 3 displays the availability of service the three different shuttle services throughout the day, from 5 AM to 7 PM.

Table 5. Availability of shuttle services (November 2023)

Availability	Morning (AM)							Afternoon (PM)							
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7
ACE Shuttle															
Arbor Shuttle															
South Tracy Shuttle															

2.4 Current Fares and Revenues

The City of Tracy offers multiple passes and discounts for distinct groups. Students can ride for free in the fiscal year 2023/2024 through a grant received from the State of California Department of Transportation. Those who are certified through Access San Joaquin can receive an Access Pass which allows them to ride on the fixed route for free. There are 10-ride, 31-day pass and day passes offered to all groups. Figure 18 shows the different fare programs for each population group.

STUDENTS RIDE FREE JULY 2023 TO JUNE 2024

CASH FARE (ONE WAY)		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$1.25	\$1.00	\$.50
ADA ATTENDANT	CHILD 6 and under	ACCESS PASS*
FREE	FREE	FREE
DAY PASS (UNLIMITED TRIPS. SINGLE DAY)		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$3.00	\$2.50	\$1.25
10-RIDE TICKET		
Adult	Student *	Senior(65+)/Veteran/Disabled/ADA/Medicare
\$12.50	\$10.00	\$5.00
31 DAY PASS		
Adult	Student *	Senior(65+)/Veteran/Disabled/Medicare
\$35.00	\$28.00	\$17.50

* K-12 Students, valid student ID or class schedule required.

*ACCESS Pass - Access ADA-certified passenger

Figure 16. Tracer Fares as of July 2023.

2.5 Revenue Fleet

As of December 2023, the Tracer operation includes 17 active vehicles. Table 4 shows different vehicle types of all in-service fleet vehicles. The fleet includes 15 buses and two vans. All vehicles have designated wheelchair positions and deployable ramps or lift to accommodate the boarding and alighting, if needed. Two of the paratransit buses and one van are equipped with bike racks; however, 12 of 15 buses provide such equipment and offer a multimodal service.

Table 6. Style and length of Tracer fleet

Style/Length	21 FEET	26 FEET	29 FEET	35 FEET	Total
BRT LOW FLOOR BUS			4	5	9
CUTAWAY BUS	4				4
LOW FLOOR CUTAWAY		2			2
TRANSIT VAN	2				2
Total	6	2	4	5	17

2.6 Existing Facilities

2.6.1 Administrative

Tracer’s administrative functions are conducted at the Tracy Transit Station at 50 E 6th St, Tracy, CA 95376. In Spring 2017, the Naglee Park and Ride Lot was relocated to the south parking lot at the Tracy Transit Station. The Transit Station acts as a transportation hub providing access to local, commuter and long-distance bus services. It also includes Greyhound services. Although the hub is next to rail tracks, there are currently no rail services to this station. Valley Link service, which is a proposed 42-mile commuter rail connecting San Francisco Bay Area to the northern side of San Joaquin Valley, is proposed to stop nearby the station as a potential option. As of July 2023, Amtrak only has connections to their Stockton lines via the Tracy ACE station and Wendy’s restaurant and does not stop at Tracy Transit Station.

2.6.2 Maintenance and Fueling

Out of seventeen vehicles in service, nine use diesel and the remainder use gasoline. The five oldest vehicles were purchased in 2017, while most of the remaining (10) were acquired in 2021 and the last two were acquired in 2022.

In compliance with the CARB requirements, the City is planning to gradually switch the fleet to zero emission vehicles (hydrogen) within a decade. Having a longer range is an advantage of hydrogen fleet compared to the electric buses. The first planned replacement is projected to happen in fiscal year 2028/2029. The City is planning to develop a hydrogen fueling facility to take advantage of the nearby proposed hydrogen production facility as part of the Valley Link project. The City is dedicating a 200-

acre piece of land to this facility for the Valley Link project. The City has already ordered three additional diesel fixed route buses, which arrive by the end of this year (2024). They also plan to get up to six additional diesel fixed route buses in 2025, and another six in 2026.

Due to the lack of a heavy-duty maintenance facility in the Public Works yard, the fleet is maintained at a maintenance facility at 503 W. Larch Road, Suite G, Tracy, 95376, leased and operated by MTM Transit. The City is currently working on acquiring property to develop a Transit Maintenance and Storage facility which will create the needed maintenance facility and allow for the development of the necessary infrastructure needed to transition to a zero-emission fleet. It is anticipated that the property will be acquired by the end of 2025, with final design taking place in fiscal year 2025/2026 and construction starting in fiscal year 2026/2027.

2.6.3 Vehicle Storage & Staging

Transit services share a storage facility with the City's Public Works Department, which is currently at its maximum capacity in its present state. The construction of a Transit Maintenance and Storage Facility will allow for all future bus storage needs. In the meantime, as additional vehicles are acquired, the City will need to find additional space for the added vehicles.

1. Park and Ride Lots

Riders have options to park their vehicles and use local or regional transit services in Tracy. The Tracy Transit Station provides parking spaces for riders on the southern side of the tracks. The ACE Station also includes a park and ride lot, which is located at 4800 S Tracy Blvd, Tracy, CA 95377. Another park and ride lot is located at Northgate Village lot located at 1005 E Pescadero Ave, Tracy, CA 95304.

2. Stations and Stops

Currently there are 238 active bus stops in the City of Tracy Transit service coverage. The most used amenities at the stops include trash bins, benches, and shelters. **Table 5** shows the number of stops within each category per route.

In addition to the Tracy Transit Station, another major regional stop in Tracy is the ACE station located at 4800 S Tracy Blvd, Tracy, CA 95377. Amtrak also has two locations in Tracy that are used as connection points to their service that runs through Stockton, as mentioned previously, which includes Tracy ACE station and Wendy's restaurant.

Table 7. Distribution of amenities at stops per route

Route	Bus Shelter/ Bench/Trash Bin	Bus stop/ bench/trash bin	Bus stop	Total bus stops
Route A	15	21	3	39
Route B	15	11	3	29
Route C	22	18	11	51
Route D	7	28	19	54
Route E AM (PM)	7 (8)	13 (9)	13 (14)	33 (31)
Route F AM (PM)	8 (7)	6 (6)	13 (14)	27 (27)
Route G	12	25	17	54
Route H AM (PM)	5 (8)	2 (8)	23 (25)	30 (41)
South Tracy Shuttle	3	11	37	51
Arbor Shuttle	6	7	3	16
ACE shuttle AM (PM)	3 (0)	6 (1)	34 (31)	43 (32)

2.7 Right-of-Way & Fixed Track & Guideways

The City does not have any fixed track or guideways right-of-way. ACE uses the tracks that are in the southern part of the City, which are owned by Union Pacific. There are also freight railroad lines throughout Tracy that are owned by Union Pacific.

2.8 Bicycle Facilities

Figure 19 shows the bike paths within the City of Tracy. The City has class I, II, and III bikeways, which are separated bike paths, striped bike lanes, and marked routes on road, respectively. The bikeways are connected to transit services for most parts of the City; however, in the downtown area, the bikeways are mostly marked roads. At the downtown Transit Station there are 12 rentable bike cages for patrons to securely park their bikes and then take transit to their final destinations. There are also multiple bike racks around the Transit Station which are free to use.

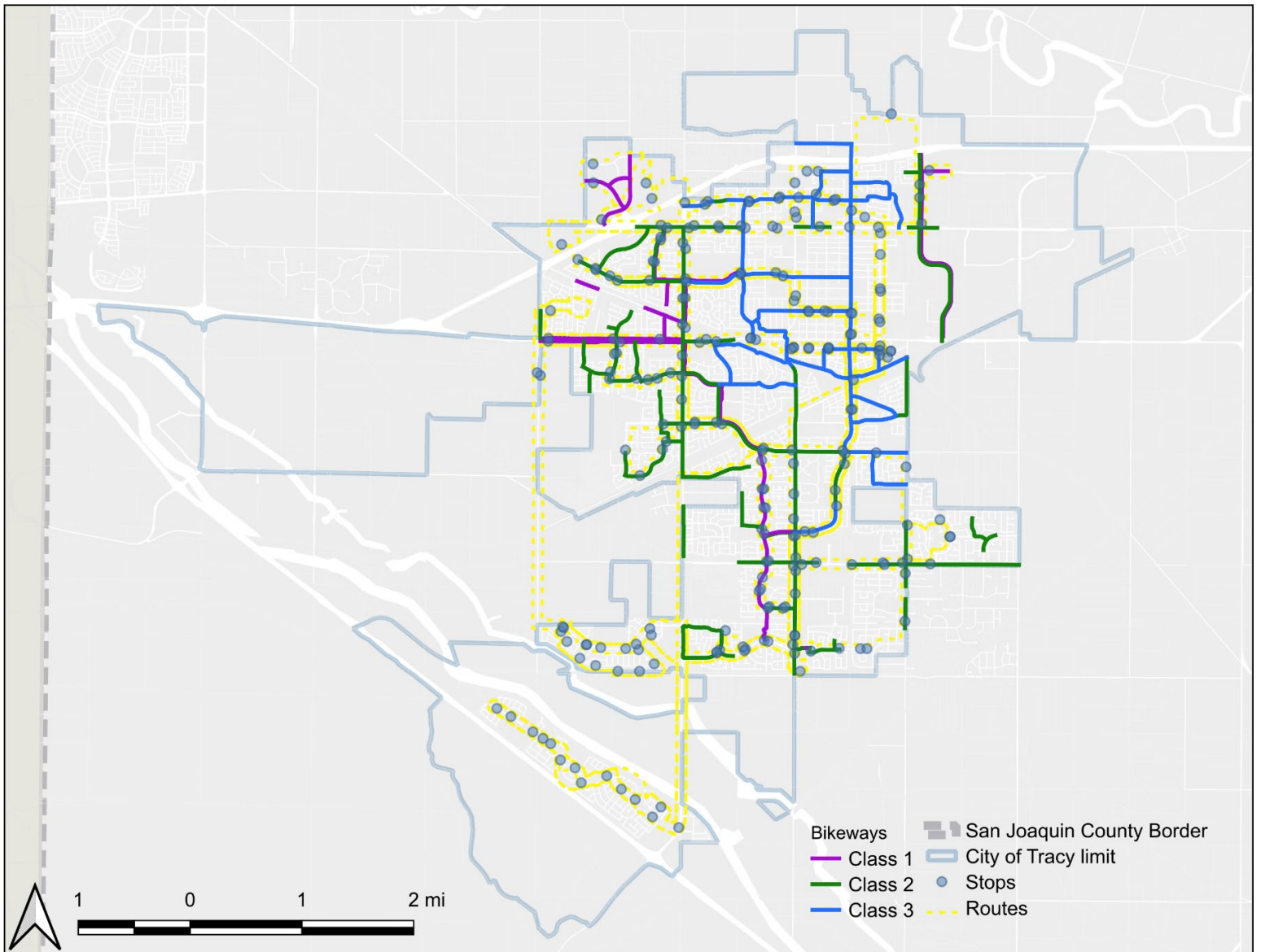


Figure 17. Bike routes and transit service in City of Tracy.

3.0 GOALS, OBJECTIVES, AND STANDARDS

3.1 City of Tracy General Plan (2011) – A Vision, Goals, and Objectives

The 2011 General Plan provides a vision for the future of the City of Tracy and establishes a framework for how Tracy should grow and change over the next couple of decades. The General Plan establishes goals, objectives, policies, and actions that allow the City and community to guide this growth in a desired direction.

General Plan Vision Statement: Through the year 2025, the City of Tracy will continue to enhance its place as a great community in which to live, work and play. Drawing on its small-town character, the City will grow in a manner that provides a high quality of life for all current and future residents and employees.

Additionally, the General Plan’s vision statement specifically addresses the role of transportation within the City to: Meet the transportation challenges of the future, so that people can travel safely and conveniently on foot or by car, air, bicycle, and transit.

The *General Plan’s* **Circulation Element** includes policies supporting street connectivity, extensive pedestrian and bicycle facilities, and a high degree of connectivity between all modes of transportation in the City of Tracy. The Circulation Element established **Goal CIR-4: A balanced transportation system that encourages the use of public transit and high occupancy vehicles** and **Objective CIR-4.1: Promote public transit as an alternative to the automobile**. The following policies were implemented to achieve these goals and objectives:

- P1.** The City shall promote efficient and affordable public transportation that serves all users.
- P2.** The City shall continue to partner with SJCOG, SJRTD and Caltrans in efforts to locate park-and-ride lots and other transit-related facilities in the City of Tracy.
- P3.** The City shall continue to operate the Tracer fixed-route and paratransit transit service and expand service to new residential and non-residential areas if funding for additional service is available and is warranted by ridership demand.
- P4.** The City shall seek funding from regional and State and federal agencies to fund additional transit service expansions and improvements.
- P5.** The City shall require development to provide for transit and transit-related increased modal opportunities, such as adequate street widths and curb radii, bus turnouts, bus shelters, park-and-ride lots and multi-modal Transit Centers through the development and environmental review processes, if appropriate.

P6. The City shall encourage efforts for additional regional transit service, including expansion of the existing ACE service, expansion of the existing commuter bus service, and new commuter rail service from Tracy to other areas in the region.

3.2 Transit Performance Metrics

Best practices for performance standards for the transit industry are reflected in *TCRP Report 88: A Guidebook for Developing a Transit Performance-Measurement System (2003)*, and *Report on California Transit Performance Measures (2016)*, prepared for Caltrans by the Mineta Institute. TCRP Report 88 identifies over 400 transit performance metrics divided into seven (7) primary categories:

1. **Service Availability** measures the quantity of transit access based on when (i.e., span), where (i.e., coverage and stop location), and how often (i.e., frequency) transit services are available. These are primarily design criteria that do not fluctuate except when consciously reset by budgetary or policy changes. Therefore, they do not need to be monitored, measured, and reported on a routine basis.
2. **Service Delivery** measures the quality of customers' day-to-day transit travel experience in terms of service reliability, comfort, and convenience. Key service quality indicators include network coverage, service span and frequency, available capacity (loading condition), and utilization (ridership and productivity). This group includes both measures of dynamic conditions that require continual monitoring and frequent reporting on a monthly or quarterly basis, as well as relatively static design criteria.
3. **Safety/Security** measures the likelihood that an accident will occur involving customers, or that a customer or employee will become a crime victim while using transit. Examples of performance measures in this category include accident rates per 100,000 miles, injury accidents per passenger miles, and quantity of safety devices and personnel. These are dynamic measures of preferred outcomes that warrant continual monitoring and quarterly reporting.
4. **Community Impact** measures quality-of-life impacts on service area communities in terms of access to employment, economic growth and productivity, personal mobility and finances, pollution reduction, and equitable distribution of transit service. These are primarily preferred outcomes that are attainable over a multi-year timeframe. As such, they require regular monitoring and periodic reporting.
5. **Maintenance** measures the safety, reliability, and condition of revenue vehicles in terms of average fleet age and mileage, road calls per 100,000 miles, conformance to scheduled maintenance inspections, among others. These are dynamic measures of preferred outcomes that warrant continual monitoring and quarterly reporting.

-
6. **Financial Performance** measures how efficiently resources are deployed to meet travel demand within budgetary constraints. Key performance measures include net cost per revenue hour and per customer boarding applied to individual routes, and farebox recovery generally applied to the system. Net cost per revenue mile, which usually applies to commuter routes only, is not needed by TRACER transit as a performance measure as it is distinct from net cost per hour.
 7. **Agency Administration** measures organizational efficiency in terms of employee productivity (e.g., vehicle miles per employee), employee relations, and the percentage of the total operating budget consumed by general and administrative (G&A) expenses. These are dynamic measures of preferred outcomes that warrant ongoing monitoring and annual reporting.

The City of Tracy's organizational mission statement sets a broad framework for monitoring, measuring, and reporting system performance.

Mission: *"We provide the community of Tracy with basic and extended services that offer opportunities for individuals, families, and businesses to prosper as they live, work, and play in Tracy."*

Purpose and Vision: *"Our purpose is to preserve and improve the quality of life for Tracy so that we become the most prosperous community in California."*

The City's Public Works Department currently oversees the City's Transit Division, with the following mission statement: *"Maintain, repair, and operate Tracy's public facilities and infrastructure in an efficient and cost-effective manner while preserving and improving the health, safety, and aesthetics of the community."*

These mission statements set a foundation for a future vision of Tracy TRACER as a pioneer in leveraging innovative technology and solutions to enhance the value, efficiency, and effectiveness of its services and the economic vitality of a growing community.

Goals and objectives provide directions for action. The following four goals, while general in nature, are recommended for adoption to guide transit/mobility service delivery.

Goal 1: *Operate a high-quality public transportation system (safe, reliable, effective, efficient, and accessible).*

Goal 2: *Meet the growing demand for new services and implement innovative and cost-effective solutions to meet the increasing public transportation needs of the community.*

Goal 3: *Provide leadership in public transportation for the City, and the industry.*

Goal 4: Educate the public about transit services in the area and the benefits of public transportation to the community and individuals.

Each goal is supported by specified objectives, key performance indicators and measures, standards, and targets. The 2019 SRTP compiled these in a table containing key performance indicators (i.e., those that influence level of service) as well as passive or static design standards, preferred outcomes, management, and marketing initiatives as a single body of information.

3.3 TRACER Performance Metrics

The City’s TRACER fixed route transit service must meet a Three-Year Transit Systems Performance Objective (in-lieu of meeting farebox recovery) as established by the SJCOG Board to receive more TDA funds than the previous year of compliance. Performance objectives are established every three years with TRACER required to meet at least two out of three performance targets, as presented in **Table 1**. However, due to the COVID-19 Pandemic shelter-in-place orders, which disrupted TRACER services and shifted historical travel patterns due to higher proportions of people working remotely/telecommuting, the State of California suspended recent performance target requirements. As a result, no new targets have been established as TRACER and SJCOG determine a new post-pandemic performance baseline. TRACER will continue to work with SJCOG to develop appropriate future targets on a Triennial Basis.

Table 8: TRACER Performance Targets

Performance Objectives	FY 2020-21 Target	FY 2021-22 Target	FY 2022-23 Target*
Cost per Revenue Hour	< \$143.16	< \$147.32	-
Passengers per Revenue Hour	> 4.7	> 4.8	-
Subsidy per Passenger	< \$20.77	< \$21.23	-

Note: *Due to COVID-19 Pandemic impacts, no new targets have been established with future targets to be developed in coordination with SJCOG on a triennial basis.

Key performance indicators for Tracy TRACER transit fixed route services are summarized in **Table 2**. These metrics provide the basis for service evaluation and most directly influence proposed changes to the level of service operated on individual routes at various times of the service day. Transit monitors key performance indicators on an ongoing basis through monthly reports.

Table 9: TRACER Fixed Route Key Performance Indicators

Performance Indicator	Measure	Standard ¹
Cost Efficiency	Cost per Revenue Hour	Base Year + CPI
Service Effectiveness	Passengers per Revenue Hour	8 per Hour New Service (< 2 yrs.) – 5 per Hour

Notes:

- Standards are based on and aligned with the recommendations and best practices established by the Transit Cooperative Research Program in *TCRP Report 88 – A Guidebook for Developing a Transit Performance-Measurement System*.

Preferred outcome metrics are summarized in **Table 3**. These are active indicators of dynamic performance of system functions such as transportation operations, maintenance, and administration. Annual transit rides per capita previously replaced percentage annual increase in total boardings as an indicator of ridership growth to account for population and employment growth over the same period.

Table 10: TRACER Fixed Route Preferred Outcomes

Performance Indicator	Measure	Target
Ridership Growth	Annual Riders per Capita	≥ Previous FY ¹
Reliability	Schedule Adherence (Percent On-Time)	>95%
	Missed Trips	<1%
	Miles between Road Calls	14,000
Safety	Preventable Accidents per 100k Miles	<1.5
	Passenger Injuries per 100k Miles	<1.0
Customer Service	Bi-Annual Survey Results	Rating of 3.0 or Better ² <100
	Complaints per 100k Customer	
	Boardings	

Notes:

- The Ridership Growth target is based on the industry's best practices and is not currently an established TRACER performance target, which will subsequently be addressed in Task 5. Best practices recommend establishing a performance metric linking ridership growth to population growth to account for changes in background population and/or employment growth (i.e., new residents and workers should equate to a similar increase in new customer boardings).
- Target based on the Customer Satisfaction Index (CSI) which uses a five-point scale: 5 = "Very Satisfied," 4 = "Somewhat Satisfied," 3 = "Neither Satisfied nor Dissatisfied," 2 = "Somewhat Dissatisfied," and 1 = "Very Dissatisfied."

Various management marketing initiatives are identified as part of the performance measurement system. These actions are inherent to transit system management and may not require dynamic quantitative measurement. Examples cited in the 2019 SRTP include:

- Employ technology,
- Annual marketing program,
- Public information programs,
- Community association memberships and attendance,
- Participation in community events, and
- Participation in industry conferences.

3.4 TRACER Paratransit Performance Metrics

Given the unique requirements and limitations intrinsic to paratransit services, TRACER Paratransit services have a separate program of key performance indicators as summarized in Table 11.

Table 11: TRACER Paratransit Key Performance indicators

Performance Indicator	Measure	Standard
Cost Efficiency	Cost per Revenue Hour Cost per Revenue Mile	Base Year + CPI
Service Effectiveness	Passengers per Revenue Hour	>2.5
Cost Effectiveness	Net Cost per Passenger Mile Traveled (PMT)	\$7.00*

**in 2023 the national average operating expense per PMT for Demand Response was \$6.91.*

Paratransit service requires design guidelines, which are fixed measures used to direct service design and optimize the distribution of system resources. Paratransit guidelines and desired FY2024 target thresholds are summarized in Table 12.

Table 12: TRACER Paratransit Service Design Guidelines

Design Criteria	Measure	Target
Service Coverage	Percent residents served within ¾-mile of a fixed route bus route	100%
Service Span	Operating Days of Service	Same as Fixed Route System
Average Wait Time¹	30 minutes	

Loading Conditions	Maximum Customers Onboard	<1.0x seated capacity ²
Transit Travel Time	Time relative to comparable travel via personal vehicle	< 1.5x personal vehicle travel time

Notes:

1. No previous measures or targets have been established for TRACER's Paratransit service.
2. Seated capacity assumes no riders will be required to stand.

Preferred outcome metrics for Paratransit service are summarized in Table 12. These are the active indicators of dynamic performance of system functions such as transportation operations, maintenance, and administration.

Table 13: TRACER Paratransit Service Design Guidelines

Preferred Outcome	Measure	Target
Ridership Growth	Percentage annual increase in total boardings	Population Growth
Reliability	Schedule Adherence (Percent On-Time ¹)	>90%
	Missed Trips	<2%
	Miles between Road Calls	10,000
Safety	Preventable Accidents per 100k Miles	<1.5
	Passenger Injuries per 100k Miles	<1.0
Customer Service	Bi-Annual Survey Results	Rating of 3.0 or Better ²
	Complaints per 100k Customer Boardings	<100

Notes:

1. On-time performance considers whether a transit vehicle departs a location within a certain number of minutes after and/or before the scheduled time and/or whether a transfer could be made as scheduled, typically measured at route terminus and mid-points along the route.
2. Target based on the Customer Satisfaction Index (CSI) which uses a five-point scale: 5 = "Very Satisfied," 4 = "Somewhat Satisfied," 3 = "Neither Satisfied nor Dissatisfied," 2 = "Somewhat Dissatisfied," and 1 = "Very Dissatisfied."

3.5 Short Range Transit Plan Goals

Short Range Goals (less than 5 years)	Long Range Goals (more than 5 years)
<ul style="list-style-type: none"> • Increase bus frequency to key routes. • Start purchasing Zero Emission Buses (ZEB) • Realign routes to get people to where they want to go faster. 	<ul style="list-style-type: none"> • Increase bus frequency. • Build a new maintenance facility to accommodate Zero Emission Bus (ZEB) maintenance. • Increase ridership

- Increase ridership

3.6 Federal Guidelines for Performance Management

The federal government requires states to report a variety of metrics related to Safety, Transit Asset Management (TAM), and Congestion, and set targets each year. The City of Tracy should take these metrics into consideration as projects are implemented and monitored.

Category	Metrics
PM 1 – Safety	<p><i>(California 2022 Targets)</i></p> <ul style="list-style-type: none"> • Number of Fatalities (3,491.8) • Rate of Fatalities (1.042) • Number of Serious Injuries (16,704.2) • Rate of Serious Injuries (4.879) • Number of non-motorized fatalities and serious injuries (4,684.4)
PM 2 – TAM	<ul style="list-style-type: none"> • Rolling Stock (% of revenue vehicles exceeding ULB) • Equipment (% of non-revenue service vehicles exceeding ULB) • Facilities (% of facilities rated under 3.0 on the TERM scale) • Infrastructure (% of track segments under performance restriction)
PM 3 - Congestion	<p><i>California Performance Measures:</i></p> <ul style="list-style-type: none"> • Percent of reliable person-miles traveled on the Interstate. • Percent of reliable person-miles traveled on the Non-Interstate NHS. • Percentage of Interstate system mileage providing for reliable truck travel time (Truck Travel Time Reliability Index). • Total emissions reductions by applicable pollutants under the CMAQ program. • Annual hours of peak hour excessive delay per capita. • Percent of non-single occupancy vehicle travel which includes travel avoided by telecommuting.

4.0 SERVICE AND SYSTEM EVALUATION

This section presents an evaluation of the TRACER transit system operated by the City of Tracy, including system performance, compliance, and improvement strategies. The evaluation covers route-level and systemwide performance, paratransit services compliance, Title VI analysis, triennial reviews, goal achievements, and efforts to improve intercity and interregional connectivity. This section summarizes the goals and objectives as outlined in the previous SRTP and evaluates the performance of the transit system against current service standards.

The analysis presented herein evaluates local, express, commuter, and intercity services separately, utilizing data from the most recent year for which complete data was available. The analysis addresses key performance measures such as passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective analysis of performance highlights the trends observed over the previous five years followed by recommendations to mitigate the identified deviations from service standards, including any service expansion or contraction.

This section outlines efforts by the City of Tracy to enhance connectivity within City limits, with the San Joaquin Regional Transit District (RTD), and transit operators of neighboring communities including the introduction of TRACER Plus service, which provides curb-to-curb, shared ride service for the general public within the City of Tracy.

TRACER Paratransit services were reviewed for compliance with the Americans with Disabilities Act (ADA) requirements and standards. City staff were interviewed to better understand planned new activities, major service changes, and capital equipment procurement for ADA or other paratransit services. The City's most recent Title VI analysis, Triennial Review, and TDA Triennial Performance audit were also reviewed to address any potential service deficiencies. The City plans to update its Title VI analysis in 2026 and the next FTA Triennial review is scheduled for 2025.

4.1 Service Area

The TRACER fixed route system covers 22 square miles of the City containing nearly 100,000 residents. The existing route network is comprised of four local routes and two commuter routes. Peak weekday service requires 11 buses; midday and Saturday service requires six buses. TRACER is supplemented by regional bus services provided by the San Joaquin Regional Transit District (RTD), including intercity Route 97, Hopper Route 90, and Route 150 which connect Tracy to Stockton and to the Dublin BART station. Other transit services include ACE commuter rail and Greyhound intercity bus.

4.1.1 Network Coverage

TRACER's fixed route network consists of four (4) all-day routes (A, B, C, and D) operating on weekdays and Saturdays, and four (4) weekday peak-only commuter routes (E, F, G and H). All route origins and destinations start and end at the Tracy Transit Station, located on 6th Street near Downtown Tracy. Additionally, there are 3 shuttle service routes which run on a limited basis throughout the week (Arbor Shuttle, ACE Shuttle, South Tracy Shuttle). The Arbor Shuttle and South Tracy Shuttle operate on weekdays and Saturdays, and the ACE Shuttle runs at peak periods only on weekdays.

Major destinations served by this network include:

- Medical Facilities
 - Kaiser Permanente – Grant Line Road at Orchard Parkway
 - Sutter Hospital on N Tracy Boulevard at Eaton Avenue
- Shopping / Retail Employment
 - Downtown Tracy shops and restaurants
 - Goodwill (Grant Line Road at Tracy Boulevard)
 - Northgate Village Outlet Mall (MacArthur Drive at Pescadero Drive)
 - Raley's (Tracy Boulevard at Valpico Road)
 - Safeway (11th Street at Corral Hollow Road)
 - SaveMart (Tracy Boulevard at Schulte Road)
 - Tracy Corners (Tracy Boulevard at Clover Road)
 - Walmart (Grant Line Road at Naglee Road)
 - West Valley Mall (Naglee Road in the northwest corner of the City)
 - Winco Foods (Pavilion Parkway)
- Schools
 - Kimball High School – Lammers Road at 11th Street
 - Stein High School – 11th Street at Tracy Boulevard
 - Tracy High School – East Street at 12th Street
 - West High School – Lowell Avenue at Corral Hollow Road
 - Williams Middle School
 - Monte Vista Middle School
- Institutions
 - Civic Center (City Hall and Senior Center)
 - DMV office (Auto Plaza Drive)

-
- Dr Powers Park / Community Pool (Lowell Avenue)
 - Public Library (Holly Drive in Lincoln Park)
 - Sports Complex (Crossroads at 11th Street)
 - ACE train station (Linne Road at Tracy Boulevard)

The TRACER system is currently designed to prioritize spatial coverage over stop schedule frequency, which contradicts current industry's best practices for transit route design. TRACER's tradeoff echoes the classic "walk-time versus wait time" trade-off that all transit users and planners must confront. Due to the City of Tracy's current roadway network and urban design, TRACER bus routes are circuitous at times, with one-way segments and tedious detours into residential neighborhoods. The current system approach means many customers experience longer onboard travel times, longer wait times at bus stops, and must navigate a complicated route structure. TRACER also needs to consider implementing new services to areas that are not fully developed today, like Tracy Hills and Ellis, balancing the needs of existing and future residents and workers. There are complications to providing this service – do you seed service before the community is fully built out to ensure future residents that they have transit service, or do you wait until you have enough residents to warrant service?

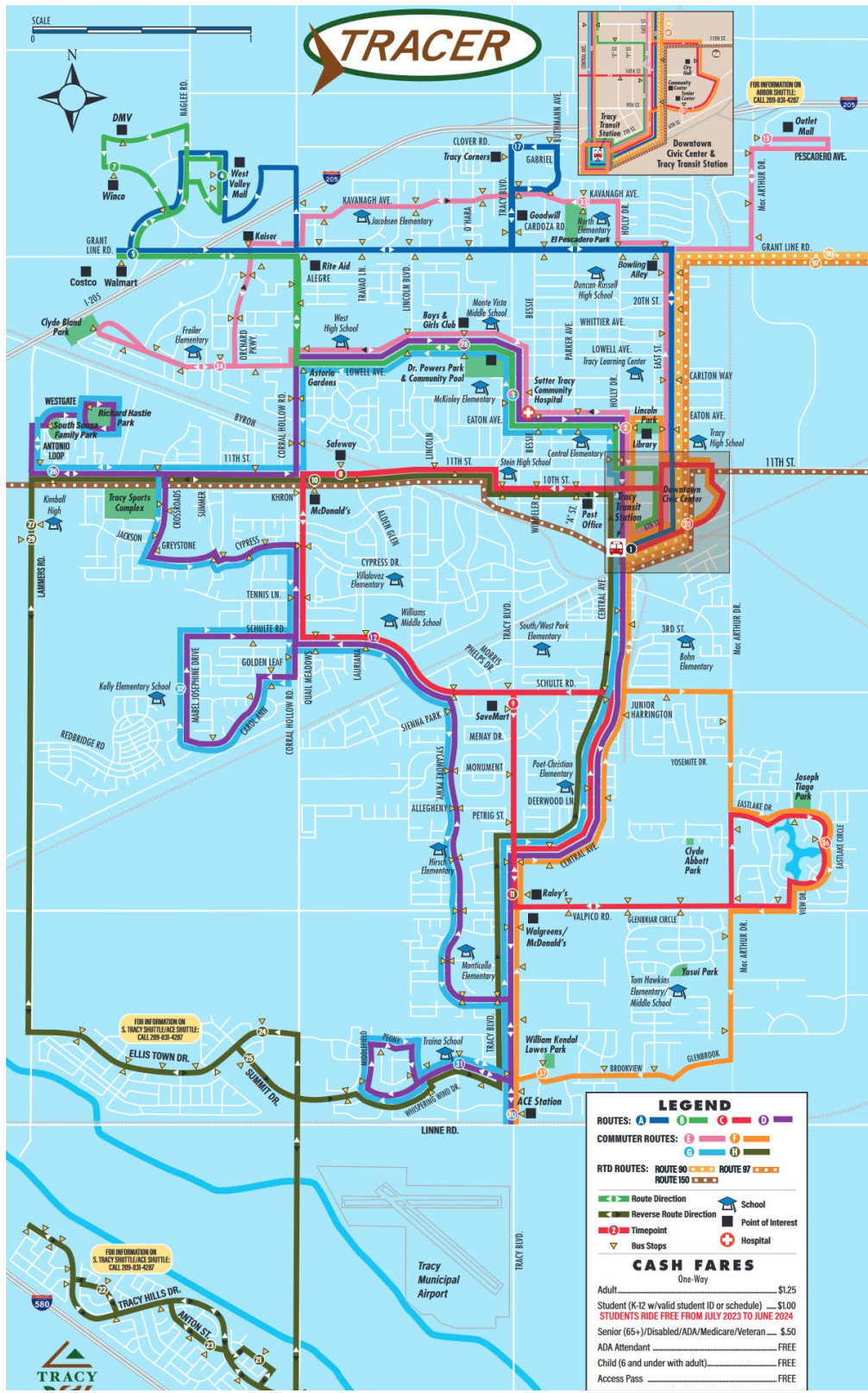


Figure 18. TRACER Fixed Route Network Map, FY2024

4.1.2 TRACER Fixed Route Service Span and Frequency

The current level-of-service characteristics for the fixed route system are summarized in Table 14. TRACER operates six days per week (Monday – Saturday), with no service on Sundays nor during the following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In total the TRACER system operates 307 days in a typical calendar year, including 255 weekdays and 52 Saturdays.

Table 14: TRACER Fixed-Route Bus Service Characteristics, FY2024

Weekday Route	Service Span		Frequency			Schedule Cycle	Buses in Service		
	Begin	End	Peak	Midday	Eve		Peak	Base	Eve
			Minutes	Minutes	Minutes	Minutes			
A	6:45am	7:05pm	30	60	30	60	2	2	2
B	7:00am	7:00pm	30	30	30	60	2	2	2
C	7:10am	6:00pm	60	60	60	60	1	1	1
D	6:30am	6:35pm	40	70	65	65	2	1	1
E	7:35am	4:40pm	1 trip AM / 3 trips PM			55	1	0	0
F	7:20am	4:50pm	1 trip AM / 2 trips PM			55	1	0	0
G	2:30pm	5:05pm	2 trips PM Only			50	1	0	0
H	7:50am	5:05pm	1 trip AM / 2 trips PM			60	1	0	0
ACE	5:15am	7:55pm	3 trips AM / 3 trips PM			50	1	1	1
Arbor	9:05am	5:40pm	2 trips AM / 2 trips PM			25	1	1	0
S. Tracy	10:00am	4:44pm	1 trip AM / 2 trips PM			74	1	1	0
Weekday Subtotal							14	9	7
Saturday Route	Service Span		Frequency			Schedule Cycle	Buses in Service		
			Peak	Midday	Eve		Peak	Base	Eve
			Minutes	Minutes	Minutes	Minutes			
A	9:15am	7:05pm	30	60	30	60	1	1	0
B	9:10am	7:00pm	30	30	30	60	1	1	0
C	9:18am	6:00pm	60	60	60	60	1	1	0
D	9:00am	6:35pm	40	70	65	65	1	1	0
Arbor	9:05am	5:40pm	2 trips AM / 2 trips PM			25	1	1	0
S. Tracy	10:00am	4:44pm	1 trip AM / 2 trips PM			74	1	1	0
Saturday Subtotal							6	6	0
Maximum Vehicles Required							14	9	7

Notes:

1. Highlighted red routes are commuter lines which operate with limited trips during the morning and afternoon peak commute periods on weekdays only.
2. Highlighted blue routes are shuttle lines which operate with lower capacity cutaway vehicles.

TRACER's schedule frequencies are considered low by best practice metrics with only two local routes (A and B) operating with 30-minute peak headways and two other routes (C and D) operating at

approximately 60-minute peak headways. Weekday schedules extend from 6:30 am until 7:05 pm, with some commuter routes (E, F, and H) operating between one and three trips only during each of the morning and evening peak commute periods. Commuter Route G only operates on weekdays and completes two trips during the afternoon peak commute period between 2:30 and 5:05 pm. Saturday service operates from 9:00 am until approximately 7:05 pm with hourly service on Routes A, B and C; and approximately 70 minutes on Route D. Current TRACER operations require up to 11 vehicles (buses) running simultaneously during peak services periods and a minimum of six (6) vehicles running simultaneously during base and evening service periods.

4.2 TRACER System Analysis

Trends such as the local economy, fuel prices, unemployment levels, population demographics, land use density, and growth affect transit ridership. The City of Tracy and TRACER must recognize and respond to these trends using continuous analysis of system performance metrics necessary to maintain effective service delivery.

4.2.1 Change in Annual Ridership 2017-2023

Over the previous five years, the City of Tracy has experienced substantial growth in population and employment while at the same time enduring the COVID-19 global pandemic and shelter-in-place orders that substantially altered regional commute patterns. Figure 21 shows TRACER's fixed route annual ridership substantially decreased by approximately 65 percent (96,809 annual riders) between fiscal years 2018-19 and 2020-21 because of the COVID-19 global pandemic and subsequent shelter in place orders. Although annual ridership has shown steady growth each year following the COVID-19 shelter in place orders, total annual ridership still hasn't fully returned to pre-pandemic conditions with approximately 18 percent fewer riders during the 2023-24 fiscal year (126,944 total riders) compared to the peak in 2018-19 of 150,129 total riders.

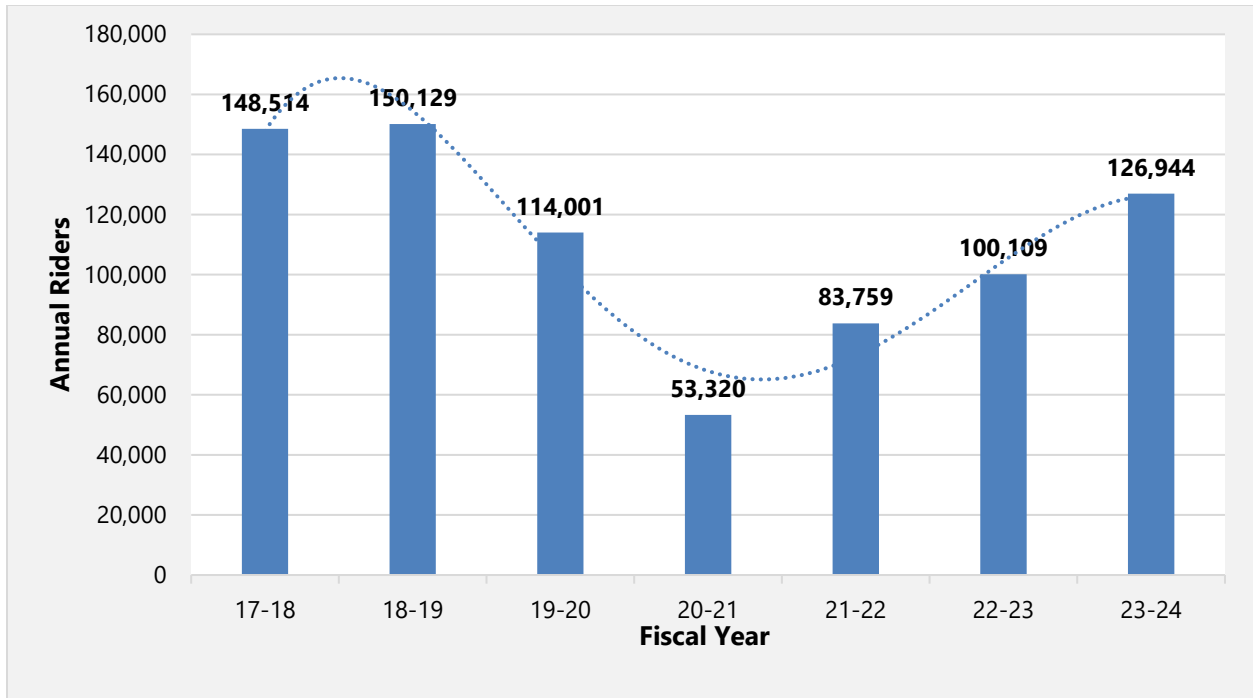


Figure 19. TRACER Fixed Route Annual Ridership FY2017-18 to FY2023-24

Figure 22 shows that TRACER’s Paratransit service saw a substantial 42 percent decrease in riders (8,116 fewer annual riders), between the peak in fiscal year 2018-19 and the COVID-19 shelter in place orders in fiscal year 2020-21. However, Paratransit ridership has shown steady growth each year following the shelter in place orders, surpassing the pre-pandemic peak in fiscal year 2018-19 with approximately 10 percent more riders (1,913 more riders) during fiscal year 2023-24. Similarly, the new TRACER Plus service has experienced substantial growth in ridership with a 430 percent increase in annual riders (or 7,225 net new riders) between fiscal years 2023-24 and the inaugural 2020-21 fiscal year.

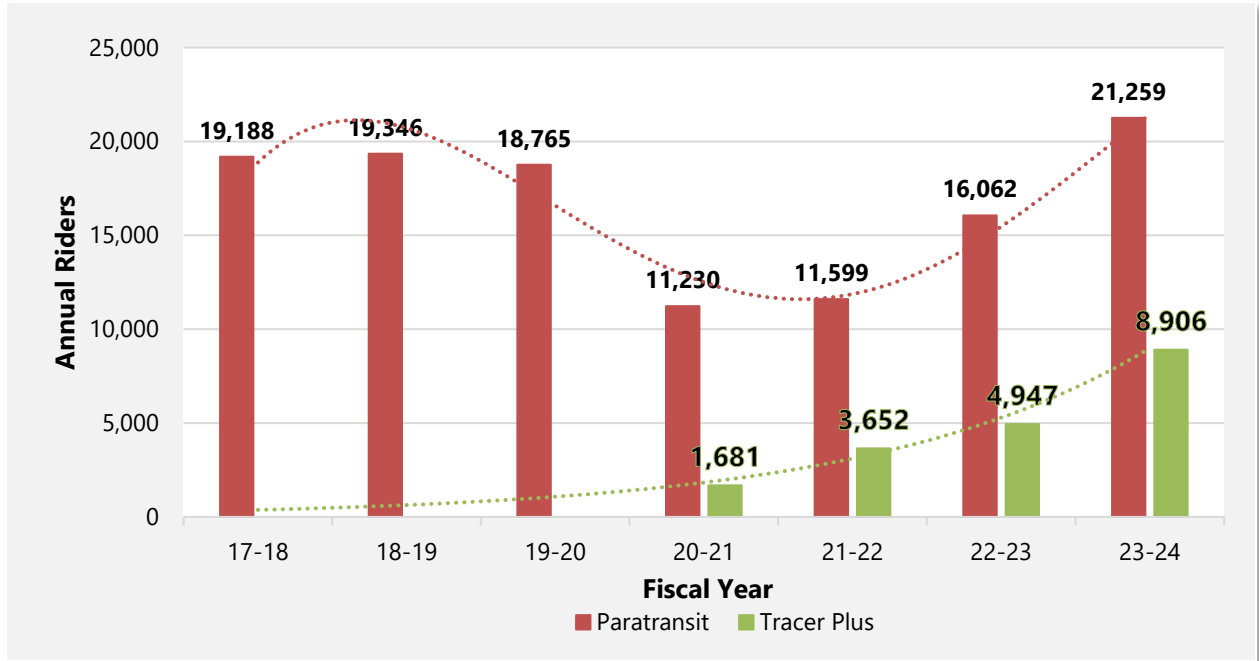


Figure 20. TRACER Paratransit and Tracer Plus Annual Ridership FY2017-18 to FY2023-24

Figure 23 shows that when adjusted to annual riders per capita⁹, TRACER’s fixed route annual ridership has decreased by 66 percent between the pre-pandemic peak of 1.70 annual riders per capita in Fiscal Year 2017-18 and the pandemic low of just 0.58 annual riders per capita in Fiscal Year 2020-21. Ridership growth has steadily increased each year following the pandemic-low in Fiscal Year 2020-21 with 0.90 annual riders per capita in Fiscal Year 2021-22, 1.06 annual riders per capita in Fiscal Year 2022-23, and 1.30 annual riders per capita in Fiscal Year 2023-24.

⁹ Annual riders per capita was calculated by dividing the total annual riders on TRACER routes by the total population of the City of Tracy per U.S. Census ACS 5-Year estimates (*DP05 ACS Demographic and Housing Estimates, 2017-2022 ACS 5-Year Estimates Data Profiles*).

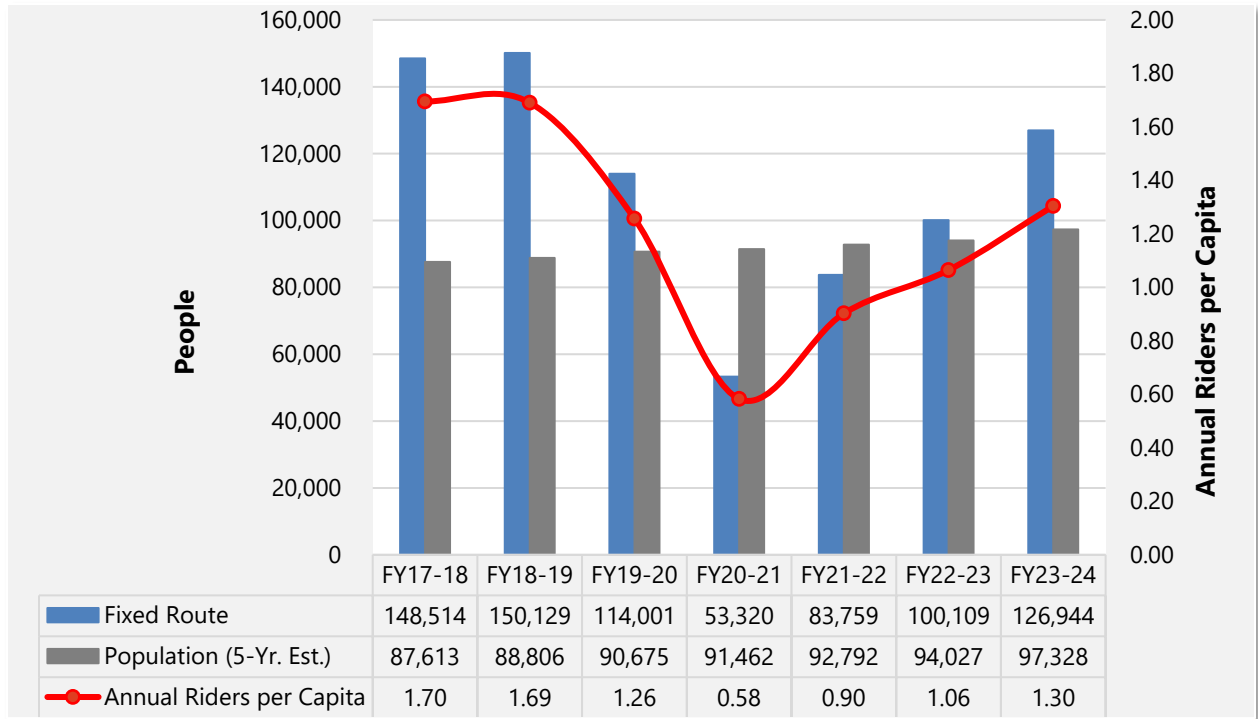


Figure 21. TRACER Fixed Route Annual Riders per Capita 2017-23

However, annual ridership per capita was still 24 percent lower in FY23-24 compared to the pre-pandemic peak in FY17-18, which suggests there is room to improve services to re-attract those riders that have not returned post-pandemic. Furthermore, the rate of growth in annual riders per capita over the previous three years (44 percent increase) is lower than the actual percentage growth in annual riders over the same period (52 percent). Despite the City of Tracy’s five percent growth in population over the previous three years, TRACER has not attracted new residents and workers to ride at the same rate as existing residents and workers, again suggesting room for improvement to attract those new riders who have previously never used TRACER services.

It should be noted that commuter patterns may never return to pre-pandemic conditions, due to the general shift in work culture following the pandemic that has seen a general increase in remote work for at least part of the workweek, if not the entire workweek. Cities such as Tracy saw an uptick in population growth following the start of the pandemic that has continued post-pandemic, most likely attributable to more people who are able to work remotely and no longer are tied to a physical office. As a result, many of the new residents moving into the City of Tracy are not as likely to commute and thus need transit options to get to/from their place of work. For TRACER to capture these new residents, service will need to be adjusted to make non-commute trips convenient for residents to reach places of interest such as schools, retail centers, or places of worship, etc.

Figure 24 shows that when adjusted to annual riders per capita, TRACER’s paratransit service had similarly decreased by 45 percent between the pre-pandemic peak of 0.22 riders per capita in FY2018-19 and the pandemic low of 0.12 riders per capita in FY2020-21. However, Paratransit ridership growth has steadily increased each year following the pandemic-low returning to pre-pandemic levels with 0.22 riders per capita in Fiscal Year 2023-24.

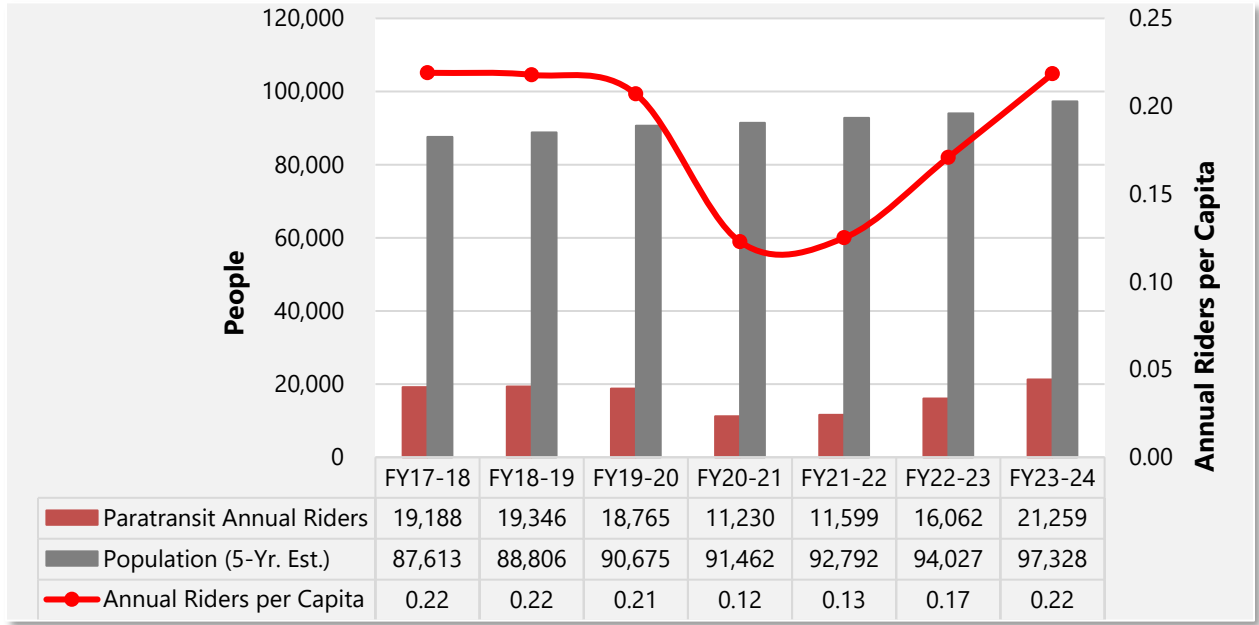


Figure 22. TRACER Paratransit Annual Riders per Capita 2017-24

Figure 25 shows that when adjusted to annual riders per capita, TRACER Plus service has steadily increased each year following its implementation in Fiscal Year 2020-21 with 0.04 annual riders per capita in Fiscal Year 2021-22 and 0.05 annual riders per capita in Fiscal Year 2022-23, a 150 percent increase over three years. Given that TRACER Plus service started during the pandemic, there are no pre-pandemic figures for which to compare current ridership rates.

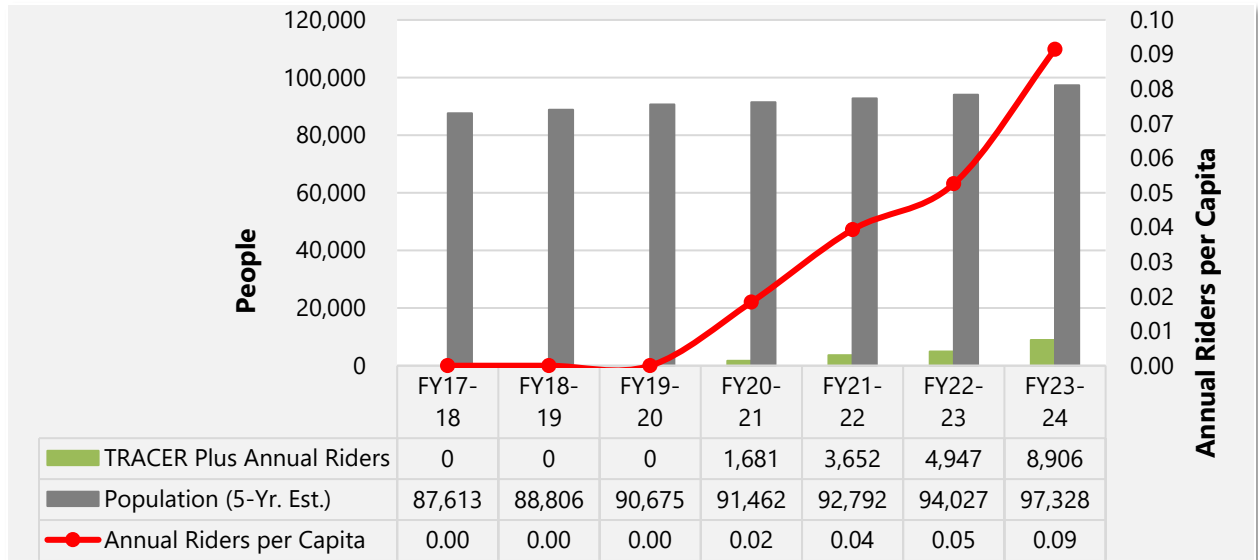


Figure 23. TRACER Plus Annual Riders per Capita 2017-23

TRACER ridership and service productivity are generally lower when compared to peer transit systems.¹⁰ Table 15 shows systemwide service productivity is approximately six (6) boardings per revenue service hour. Individual route productivities range from a high of 11.42 boardings per hour (Route G) to a low of 3.93 boardings per hour (Route D). Notably, the productivity of local Route C operating hourly schedules is higher than Routes A and B operating 30-minute weekday schedules.

Table 15: TRACER Level of Service Characteristics, FY2023-24

Route	Estimated Ridership	Estimated Revenue Hours	Service Productivity
	Annual Riders	Operating Hours	Riders per Hour
A - Blue	33,603	5,318	6.32
B - Green	36,049	5,625	6.41
C - Red	21,483	2,966	7.24
D - Purple	12,408	3,157	3.93
E - Pink	6,951	935	7.43
F - Orange	5,838	701	8.33
G - Light Blue	4,852	425	11.42
H - Dark Green	4,381	561	7.81
Systemwide Total	125,565	19,688	6.38

¹⁰ California municipal transit systems average service productivity ranges from 6 to 20 boardings per revenue service hour. Tracy's peer cities fixed-route service productivity ranges from 6 to 12 boardings per revenue service hour, including Grand Junction (9.38), Vacaville (11.82), Lodi (7.20), Porterville (8.05), and Turlock (6.28). (Source: FTIS.org 2022 fixed-route service data)

4.3 TRACER Fixed Route System Analysis

This section presents a detailed assessment of each route based on the latest ridership and running time data collected on-board TRACER buses.¹¹ These boarding and alighting counts were compared against FY 2021-22 system-level operating data reported by the City to ensure accuracy of the data. Ridership counts were tabulated in spreadsheets and are presented in graphs in this section.

4.3.1 Route A

Route A follows a mostly linear alignment across the north side of the City with bi-directional service on East Street and Grant Line Road between Downtown Tracy and northwest retail district centering on West Valley Mall (see Figure 26). A mid-route deviation at Tracy Boulevard extends north of Grant Line Road to Clover Road, primarily for access to the Tracy Corners Shopping Center. The western end of the route is a counterclockwise loop with major stops at West Valley Mall, Target, and Walmart. Route A is divided into four key segments for analysis:

- East Street running north-south between Grant Line Road and Downtown Tracy; and continues via 6th Street to the Transit Station.
- Grant Line Road running east-west between East Street and Naglee Road.
- A mid-route deviation looping north of Grant Line Road via Tracy Boulevard to Clover Road; and providing access to Tracy Corners Shopping Center.
- Retail district located in north of I-205 and west of Corral Hollow Road in northwest Tracy, including West Valley Mall, Target, and Walmart. This segment partly overlaps Route B.

¹¹ Onboard data provided via the National Transit Database (NTD) between July 2022 and June 2023 (FY 2022-23).

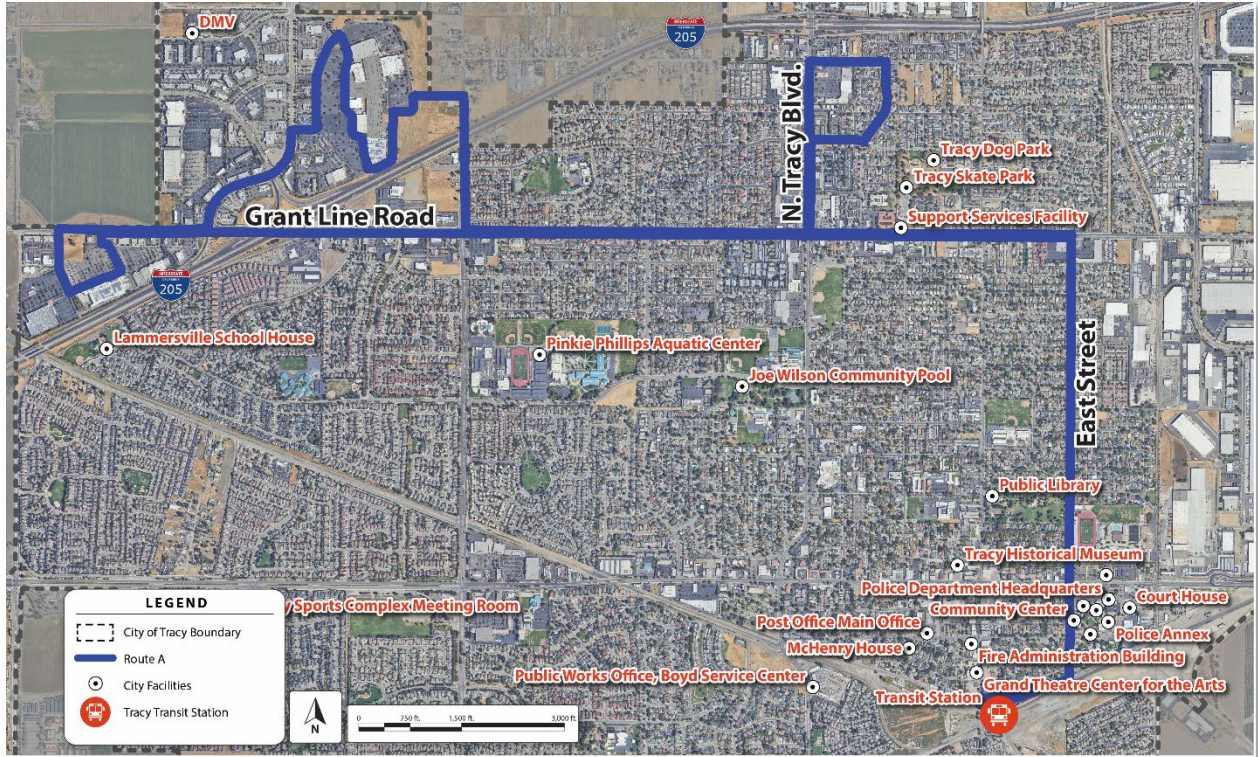


Figure 24. Route A Map

Route A operates two buses for a total of 5,318 revenue hours per year – generating an average of 109 daily customer boardings or just under 6.32 boardings per revenue hour. Figure 27 and Table 16 show monthly ridership by passenger type for Route A during FY 2023–24. A total of 33,603 riders boarded Route A in FY 2023–24, including 15,511 adults (46 percent), 7,570 students (23 percent), 8,318 seniors (25 percent), 1,220 ADA (4 percent), and 984 free rides (3 percent).

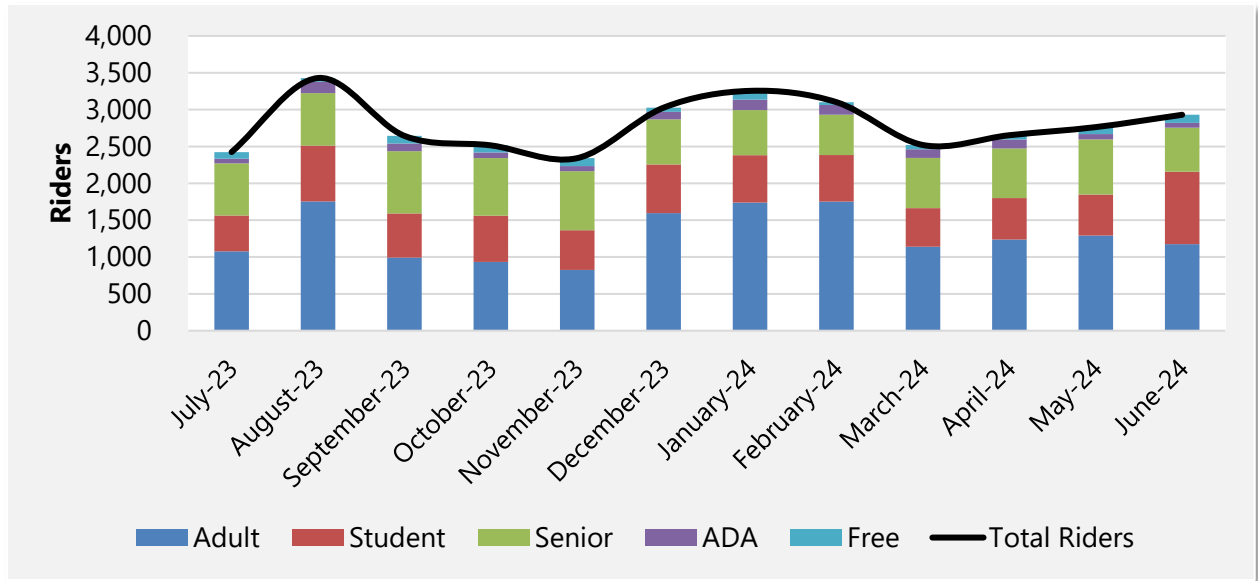


Figure 25. Route A – Monthly Ridership by Passenger Type (FY 2023-24)

Table 16: Route A – Monthly Ridership by Passenger Type (FY2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	1,077	485	708	63	91	2,424
August-23	1,754	759	711	154	51	3,429
September-23	991	601	844	104	104	2,644
October-23	933	627	782	76	97	2,515
November-23	824	540	800	70	108	2,342
December-23	1,596	659	613	103	56	3,027
January-24	1,740	642	613	141	119	3,255
February-24	1,753	631	547	133	37	3,101
March-24	1,139	525	680	117	59	2,520
April-24	1,238	561	674	122	58	2,653
May-24	1,292	556	748	73	94	2,763
June-24	1,174	984	598	64	110	2,930
Total	15,511	7,570	8,318	1,220	984	33,603

The most active bus stops along this route include the Tracy Transit Station and West Valley Mall area, including Target and Walmart, account for nearly half of the total daily ridership activity. Other significant generators continue to include the Civic Center (City Hall and Senior Center), Tracy High School, and businesses along Grant Line Road. The Tracy Corners deviation on Route A generally generates moderate ridership north of Cordoza Road on Tracy Boulevard, Kavanaugh Avenue,

Buthmann Drive, and Clover Road. The deviation is covered in both directions, resulting in 36 scheduled bus trips per weekday to Tracy Corners.

4.3.2 Route B

Route B follows a linear alignment across central Tracy with bi-directional coverage on East Street, Holly Drive, Eaton Avenue, Tracy Boulevard, Lowell Avenue, Corral Hollow Road, Grant Line Road and Naglee Road, between Downtown Tracy and the northwest retail district centering on West Valley Mall. The western end of the route is a counterclockwise loop with major stops at Target, West Valley Mall, the Department of Motor Vehicles (DMV) office, Winco Foods, and Walmart. Route B is divided into three key segments for analysis:

- Holly Drive and East Street (via 11th Street) running north-south between Eaton Avenue and Downtown Tracy; and continue via 6th Street to the Transit Station.
- Eaton Avenue and Lowell Avenue (via Tracy Boulevard) running east-west between Holly Drive and Corral Hollow Road. This segment overlaps Routes D and E.
- Retail district located north of I-205 and west of Corral Hollow Road in northwest Tracy; including West Valley Mall, Target, Walmart, Winco Foods, DMV office, auto dealerships, and medium density residential housing. This segment partly overlaps Route A.

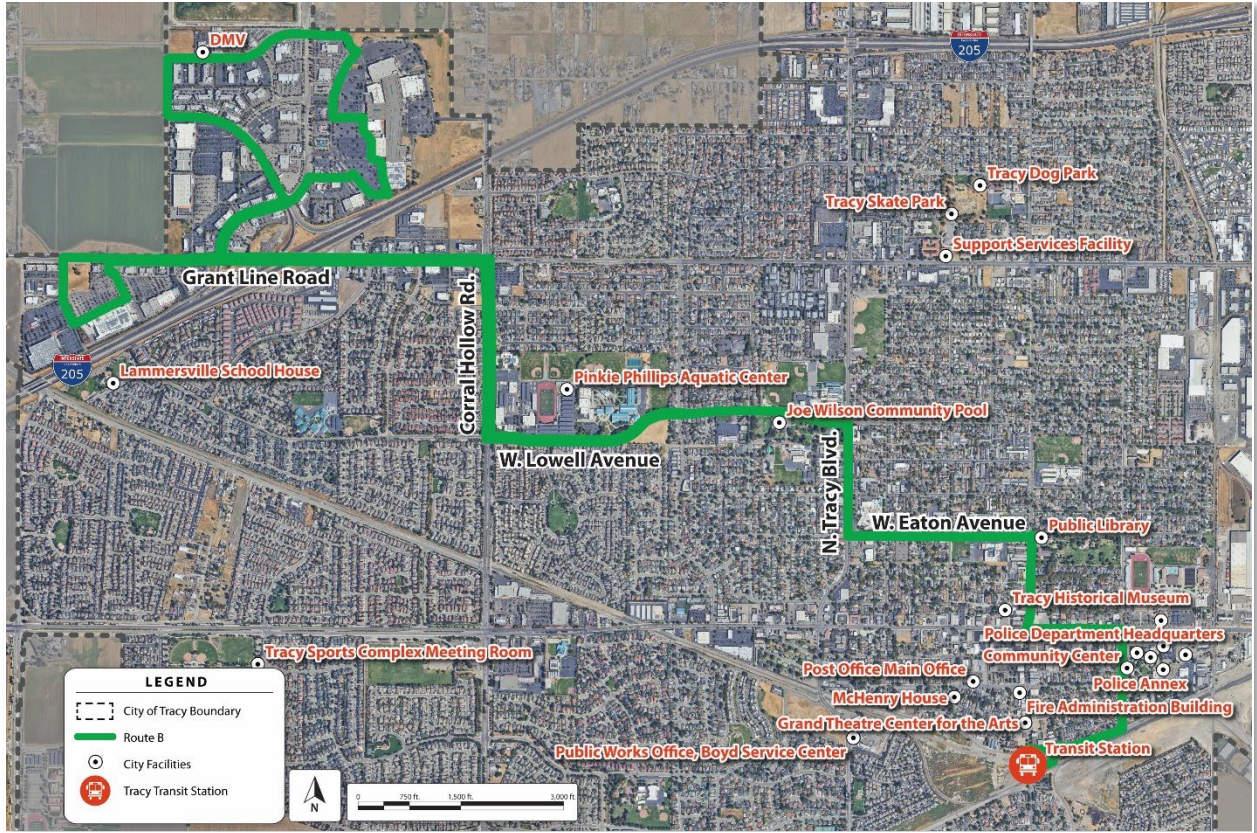


Figure 26. Route B Map

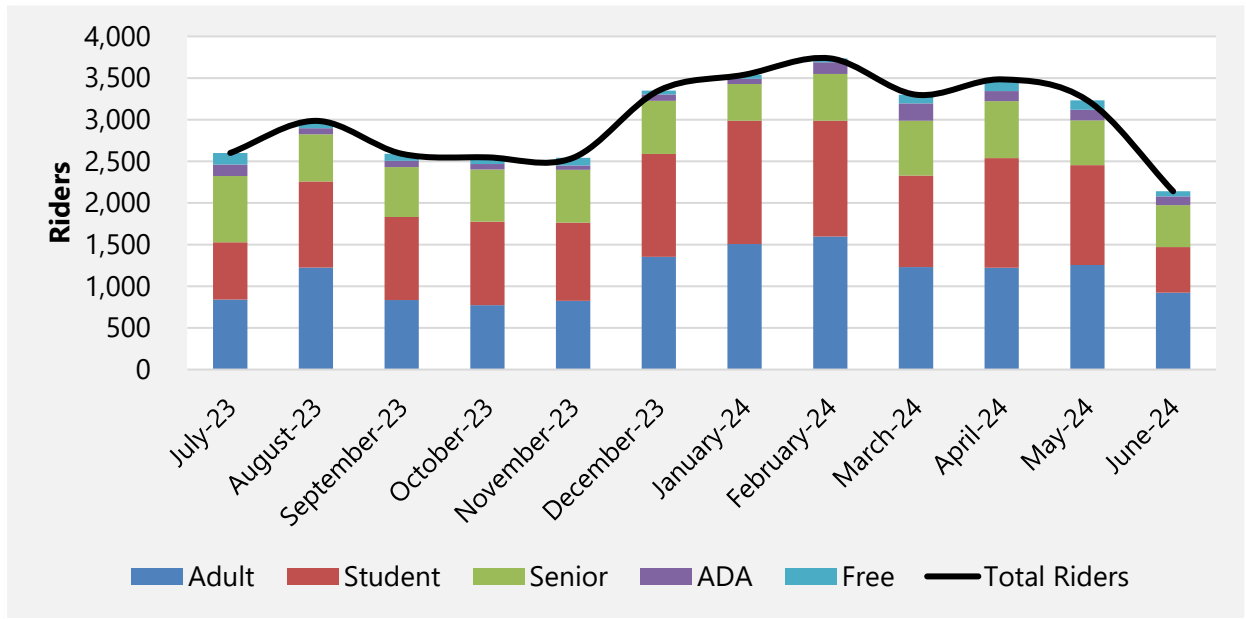


Figure 27. Route B – Monthly Ridership by Passenger Type (FY 2023-24)

Route B operates two buses for a total of 5,625 revenue hours per year – generating an average of 117 daily customer boardings or just under 6.41 boardings per revenue hour. Figure 29 and Table 17 show monthly ridership by passenger type for Route B during FY 2023-24. A total of 36,049 riders boarded Route B in FY 2023-24, including 13,588 adults (38 percent), 12,927 students (36 percent), 7,246 seniors (20 percent), 1,241 ADA (3 percent), and 1,047 free rides (3 percent).

Table 17: Route B – Monthly Ridership by Passenger Type (FY2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	841	687	796	137	139	2,600
August-23	1,225	1,033	567	72	89	2,986
September-23	835	997	599	75	85	2,591
October-23	773	1,002	628	64	81	2,548
November-23	825	940	633	53	91	2,542
December-23	1,354	1,234	639	77	46	3,350
January-24	1,506	1,482	440	63	49	3,540
February-24	1,598	1,391	561	139	47	3,736
March-24	1,231	1,099	658	207	105	3,300
April-24	1,222	1,316	684	121	141	3,484
May-24	1,255	1,199	538	127	113	3,232
June-24	923	547	503	106	61	2,140
Total	13,588	12,927	7,246	1,241	1,047	36,049

The northwest business district, including West Valley Mall, Walmart, Winco Foods, Target, and the DMV office account for more than one-third (37 percent) of total ridership activity. Other significant trip generators include the Civic Center area (City Hall, Senior Center); and the Dr. Powers Park stops near Monte Vista Middle School, and the Boys & Girls Club. Ridership along Eaton Avenue and Lowell Avenue is low particularly in the inbound (i.e., towards Downtown) direction. This route has historically shown low ridership across the day with selected trips spiking upward around school bell times (i.e., 7:30 am, 2:00 pm and 3:00 pm trips), as 36 percent of boardings on Route B are generated by students.

4.3.3 Route C

The Route C alignment covers much of southside Tracy with bi-directional service on 10th / 11th Street, Corral Hollow Road, Schulte Road, and Valpico Road between Downtown Tracy and the Hidden Lake community in the southeast corner of the City (see Figure 28). The alignment splits briefly mid-route using Central Avenue NB and Tracy Boulevard SB between Schulte Road and Valpico Road. The eastern terminus is a clockwise loop through Hidden Lake, east of MacArthur Drive. Route C is divided into five key segments for analysis:

- 11th Street running east-west between Downtown Tracy and Corral Hollow Road.

- Corral Hollow Road running north-south between 11th Street and Schulte Road.
Schulte Road running east-west between Central Avenue and Corral Hollow Road. This segment partly overlaps Route D.
- Central Avenue (NB) and Tracy Road (SB) running north-south between Schulte Road and Valpico Road. The Central Avenue segment overlaps Routes D and F.
- Valpico Road east of Tracy Boulevard to the Hidden Lake Community east of MacArthur Drive. This area is also covered by Route F using a similar alignment.

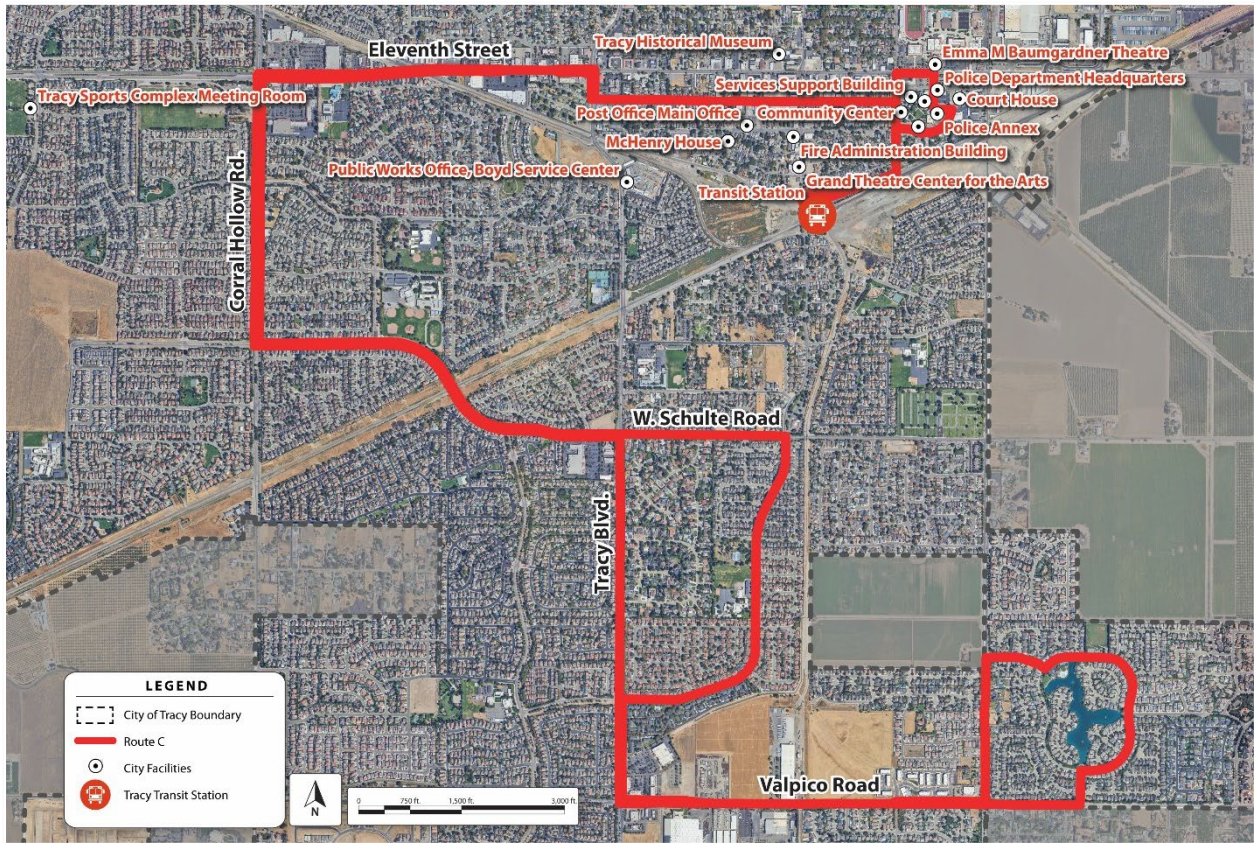


Figure 28. TRACER Route C Map

Route C operates a single bus for a total of 2,966 revenue hours per year including 10 daily revenue hours on weekdays and eight (8) daily revenue hours on Saturdays – generating an average of 70 daily customer boardings or 7.24 boardings per revenue hour. Figure 31 and Table 18 show monthly ridership by passenger type for Route C during FY 2023-24. A total of 21,483 riders boarded Route C in FY 2023-24, including 5,017 adults (23 percent), 10,676 students (50 percent), 4,957 seniors (23 percent), 520 ADA (2 percent), and 313 free rides (1 percent).

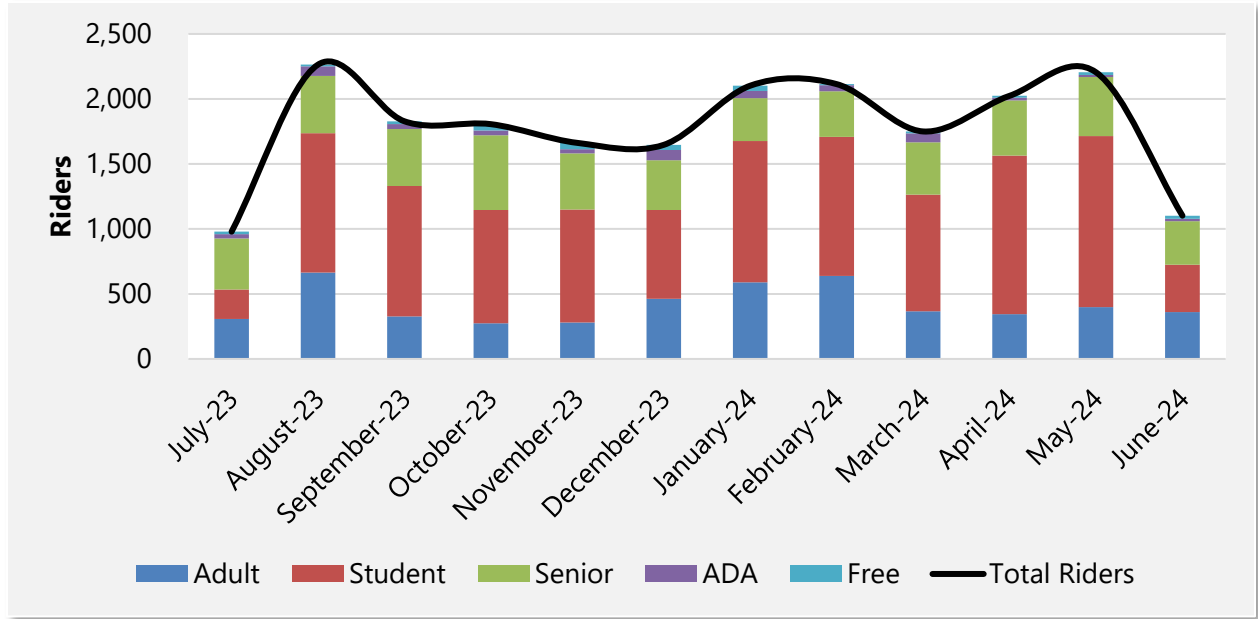


Figure 29. Route C – Monthly Ridership by Passenger Type (FY 2023-24)

Table 18: Route C – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	307	227	393	33	19	979
August-23	665	1,072	440	74	13	2,264
September-23	327	1,003	438	39	21	1,828
October-23	274	872	574	37	49	1,806
November-23	280	869	433	31	49	1,662
December-23	463	683	382	79	40	1,647
January-24	590	1,086	330	55	41	2,102
February-24	639	1,069	351	47	8	2,114
March-24	367	897	402	69	15	1,750
April-24	345	1,219	425	21	14	2,024
May-24	399	1,315	455	16	20	2,205
June-24	361	364	334	19	24	1,102
Total	5,017	10,676	4,957	520	313	21,483

This route has historically shown low ridership across the day with selected trips spiking upward around school bell times (i.e., 7:30 am, 2:00 pm and 3:00 pm trips), as half of boardings on Route C are generated by students. In 2024 this route saw increasing ridership with small route changes.

4.3.4 Route D

Route D provides all-day service in one direction on a loop alignment covering a wide area of south and central-west Tracy (see **Figure 13**). Route D is divided into five key segments for analysis:

- Central Avenue (SB) between the Transit Station and Tracy Boulevard. This segment overlaps Routes C and F.
- The area south of Valpico Road including stops on Tracy Boulevard, Whispering Winds Drive, Middlefield Drive, and at the ACE train station. This segment overlaps Route F.
- Sycamore Parkway and Schulte Road between Tracy Boulevard and Corral Hollow Road. This segment partly overlaps Route C.
- Residential subdivisions west of Corral Hollow Road and south of Lowell Avenue.
- Lowell Avenue, Tracy Boulevard, Eaton Avenue and Holly Drive between Corral Hollow Road and Downtown Tracy. This segment overlaps Routes B, E and G.

Route D regular service operates as a clockwise loop with departures from the Tracy Transit Station every 30-40 minutes during the weekday morning commute periods (6:30 a.m. – 7:40 a.m.) and every 65 minutes from 9:00 am until 6:35 pm on weekdays and Saturdays. The Saturday schedule contains seven trips. All trips depart from and terminate at the Transit Station.

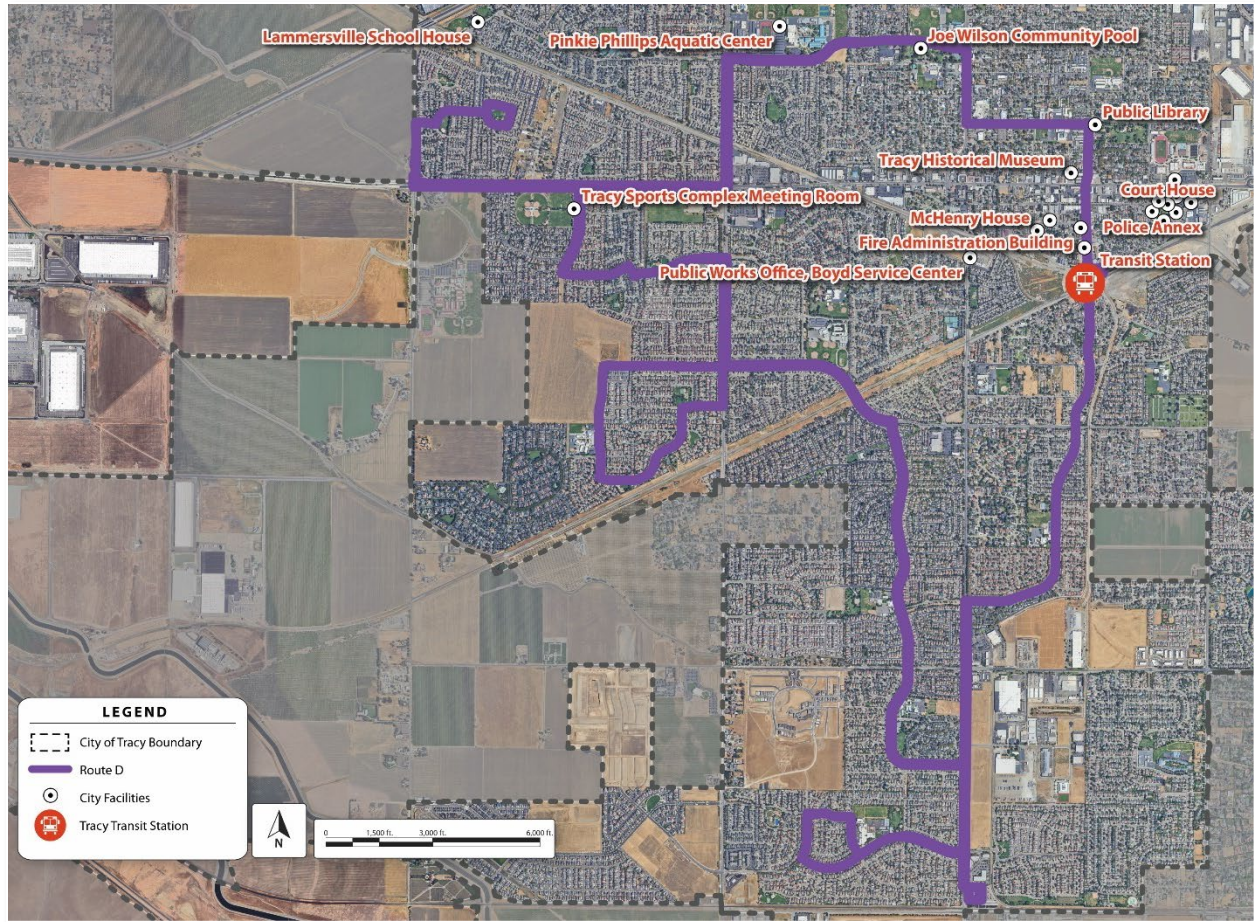


Figure 30. TRACER Route D Map

Route D operates with two buses during the peak commute periods and one bus at all other times for a total of 3,157 revenue hours per year including 10 daily revenue hours on weekdays and seven (7) daily revenue hours on Saturdays – generating an average of 41 daily customer boardings or four (4) boardings per revenue hour. Figure 33 and Table 19 show monthly ridership by passenger type for Route D during FY 2023-24. A total of 12,408 riders boarded Route D in FY 2023-24, including 2,202 adults (18 percent), 9,092 students (73 percent), 1,005 seniors (8 percent), 71 ADA (1 percent), and 38 free rides (less than 1 percent).

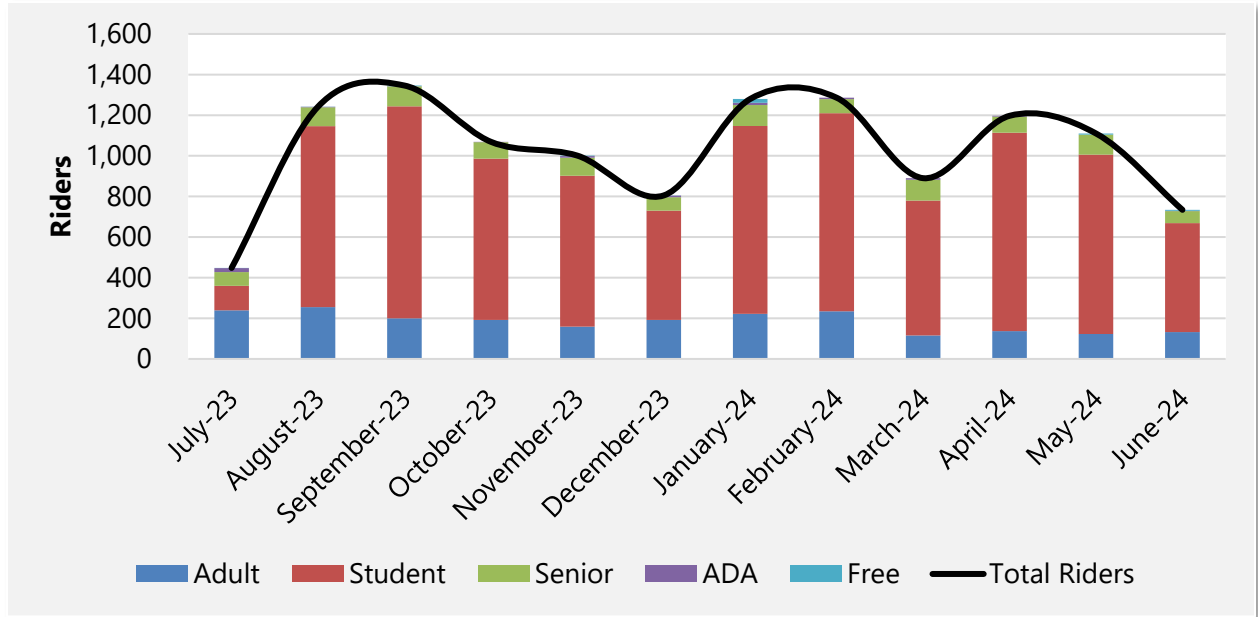


Figure 31. Route D – Monthly Ridership by Passenger Type (FY 2023-24)

Table 19: Route D – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	239	121	68	19	1	448
August-23	255	891	93	2	1	1,242
September-23	200	1,044	98	1	3	1,346
October-23	192	794	81	2	0	1,069
November-23	159	743	89	8	2	1,001
December-23	192	538	66	8	1	805
January-24	222	925	103	11	19	1,280
February-24	235	975	69	7	0	1,286
March-24	116	664	102	8	0	890
April-24	137	977	79	4	0	1,197
May-24	123	883	98	0	6	1,110
June-24	132	537	59	1	5	734
Total	2,202	9,092	1,005	71	38	12,408

The data shows higher ridership activity on the segments closest to Downtown Tracy and the Tracy Transit Station (15.1 percent of daily trip activity) and stops along Lowell Avenue (15 percent of daily trip activity) near Merril F. West High School. Activity is minimal along segments winding through mostly residential subdivisions. However, the Westgate residential subdivision route loop west of

Corral Hollow Road generates approximately 21 percent of daily trip activity along Route D, including the 11th Street / Lammers Road and Antonio Loop stop locations.

4.3.5 Route E

Route E provides peak-only commute service on a loop alignment covering a wide area of north Tracy. One morning trip departing from the Transit Station at 7:35 a.m. operates counterclockwise via East Street, MacArthur Drive, Grant Line Road, Holly Drive, Kavanaugh Avenue, Corral Hollow Road, Orchard Parkway, Lowell Avenue, Tracy Boulevard, Eaton Avenue, Holly Drive, and Central Avenue. Three afternoon trips departing at 1:25 pm (Mondays only), 2:30 pm, and 3:50 pm operate in the opposite (clockwise) direction.

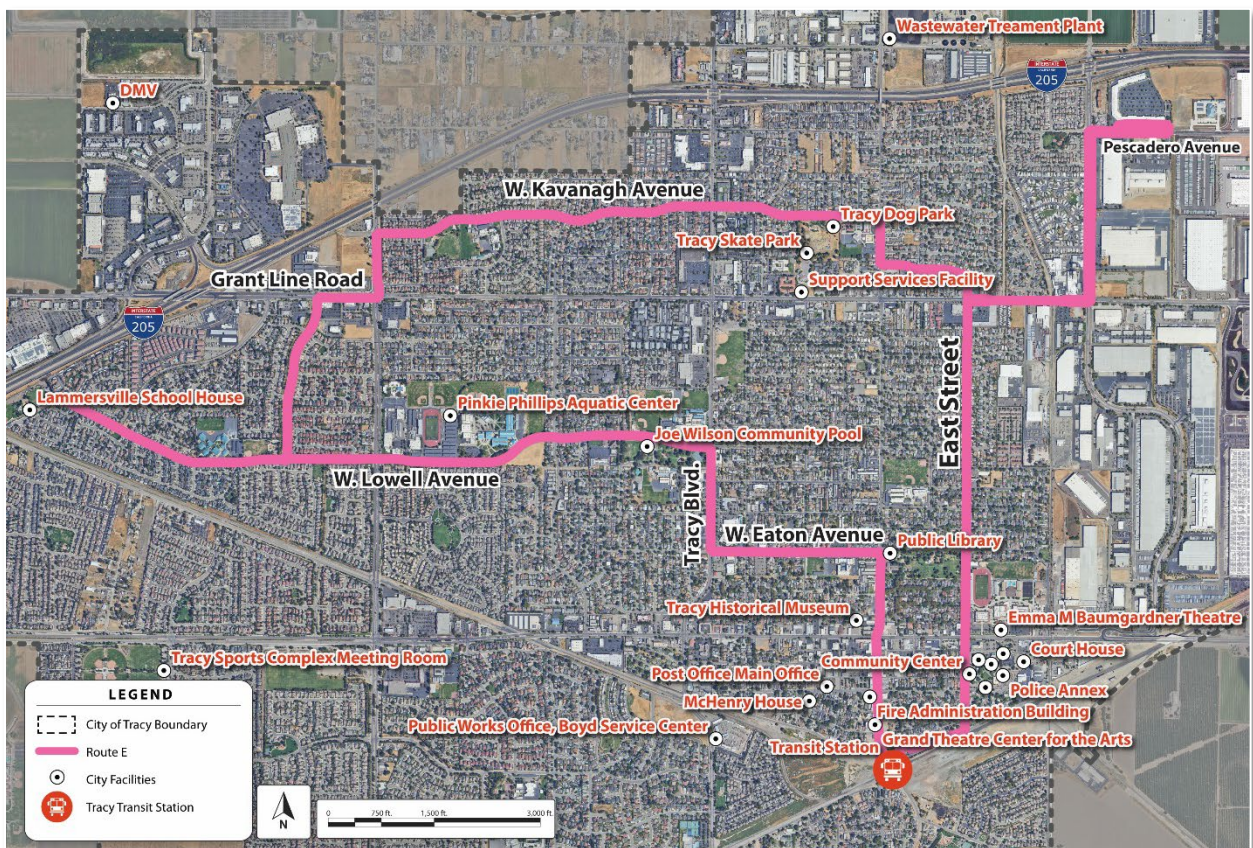


Figure 32. Route E Map

Route E significantly overlaps other TRACER and RTD routes; notably:

- Route A on East Street between Downtown and Grant Line Road;
- Routes B and D on Lowell Avenue, Tracy Boulevard, and Holly Drive between Corral Hollow Road and Downtown;
- RTD Routes 90 and 97 on MacArthur Drive.

Route E operates a single bus for a total of 935 revenue hours per year including approximately four daily revenue hours on Mondays and three daily revenue hours Tuesdays through Fridays, which generates an average of 27 daily customer boardings or 7.43 boardings per revenue hour. Figure 35 and Table 20 show monthly ridership by passenger type for Route E during FY 2023-24. A total of 6,951 riders boarded Route E in FY 2023-24, including 398 adults (6 percent), 6,275 students (90 percent), 186 seniors (3 percent), 59 ADA (1 percent), and 33 free rides (less than 1 percent). Route E is primarily a school route with students generating more than 90 percent of all boardings in FY 2023-24, which also explains the drop in ridership during the months of June and July when school is generally not in session.

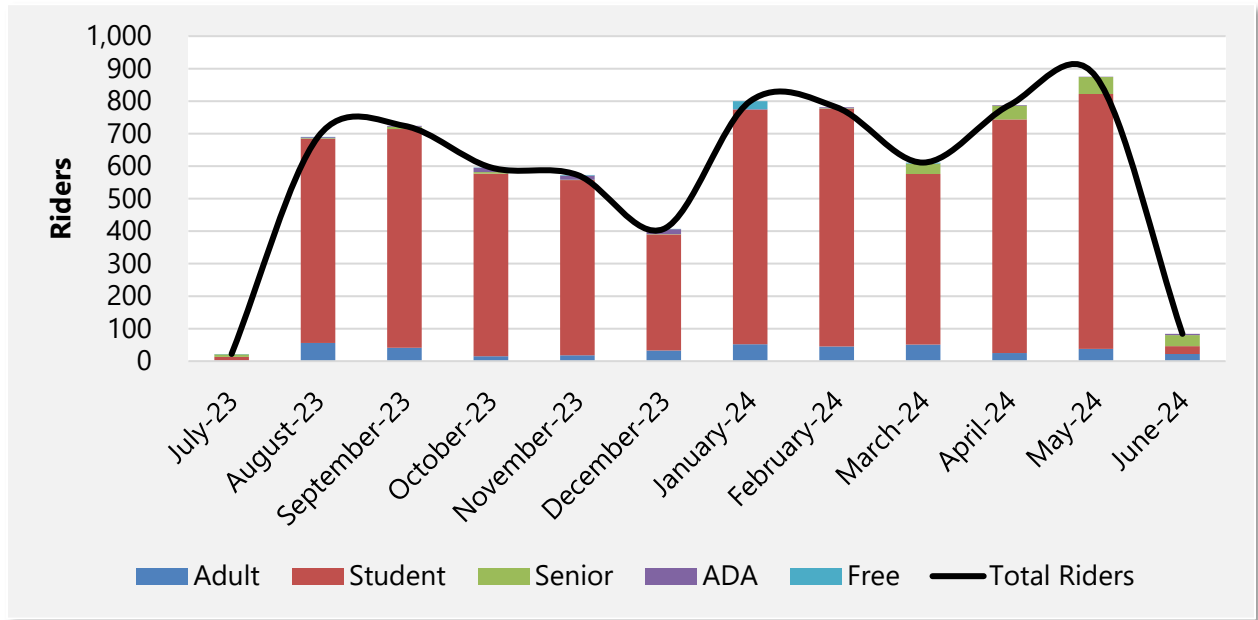


Figure 33. Route E – Monthly Ridership by Passenger Type (FY 2023-24)

Table 20: Route E – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	2	11	8	0	1	22
August-23	56	628	2	3	1	690
September-23	41	673	7	3	0	724
October-23	15	562	5	13	1	596
November-23	18	539	1	13	2	573
December-23	33	357	1	15	1	407
January-24	52	721	1	2	24	800
February-24	45	732	1	3	0	781
March-24	51	525	32	0	3	611
April-24	25	719	42	2	0	788

May-24	38	784	52	1	0	875
June-24	22	24	34	4	0	84
Total	398	6,275	186	59	33	6,951

Customers board primarily along Kavanaugh Avenue westbound and Lowell Avenue between the Chesapeake roundabout and Corral Hollow Road. Key destination stops include Lowell Avenue at Lincoln Boulevard for West High School students and Dr Powers Park for Monte Vista Middle School students. Non-school destinations include Sutter Hospital and the Tracy Transit Station. The northeastern loop of the route that provides access to the Shops at Northgate Village along MacArthur Drive and Pescadero Avenue generates approximately 32 percent of the route’s total daily activity, including stops at MacArthur Drive / Grant Line Road, MacArthur Drive / Pombo Square, and Northgate Village.

4.3.6 Route F

Route F provides peak-only commute service on a mostly loop alignment covering southeast Tracy connected to the Transit Station with bi-directional service on Central Avenue north of Schulte Road



Figure 34. TRACER Route F Map

(see Figure 36). One morning trip departing from the Transit Station at 7:20 a.m. operates clockwise on the loop via Schulte Road, MacArthur Drive, Eastlake Drive, Eastlake Circle, Lakeview Drive, Valpico Road, MacArthur Drive, Glenbrook Drive, Brookview Drive, Tracy Boulevard to the ACE station and returning north on Tracy Boulevard and Central Avenue. Two afternoon trips depart at 2:30 pm (Mondays only) and 4:00 pm in the opposite (counterclockwise) direction.

Route F overlaps two other TRACER routes, notably:

- Route C in the Hidden Lake community; and,
- Routes C and D along Central Avenue and Tracy Boulevard between the Transit Station and Valpico Road.

Route F operates a single bus for a total of 701 revenue hours per year including 2.75 daily revenue hours on Mondays and 1.8 daily revenue hours Tuesdays through Fridays, which generates an average of 23 daily customer boardings or 8.33 boardings per revenue hour. Figure 37 and Table 21 show monthly ridership by passenger type for Route F during FY 2023-24. A total of 5,838 riders boarded Route F in FY 2023-24, including 173 adults (3 percent), 5,408 students (93 percent), 232 seniors (4 percent), 16 ADA (less than 1 percent), and 9 free rides (less than 1 percent). Route F is primarily a school route with students generating more than 93 percent of all boardings in FY 2023-24, which explains the drop in ridership during the months of June and July when school is generally not in session.

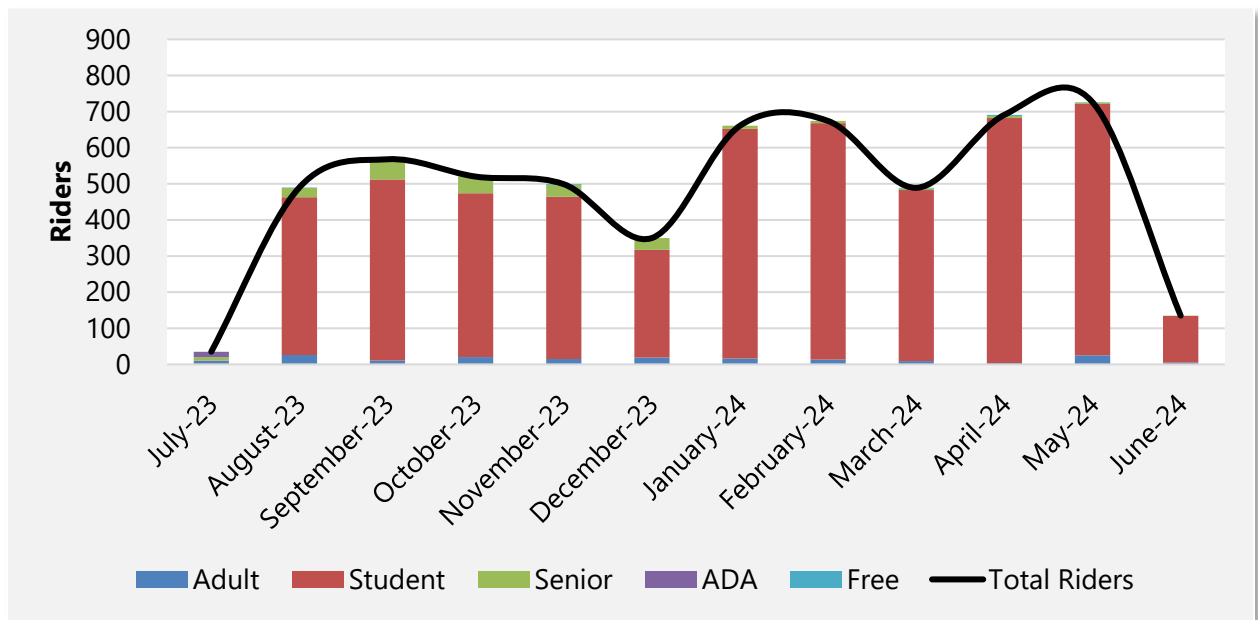


Figure 35. Route F – Monthly Ridership by Passenger Type (FY 2023-24)

Table 21: Route F – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	10	1	9	15	0	35
August-23	26	437	26	0	1	490
September-23	11	501	56	0	0	568
October-23	20	454	45	1	0	520
November-23	15	449	33	0	2	499
December-23	19	298	33	0	0	350
January-24	16	636	9	0	0	661
February-24	13	655	6	0	0	674
March-24	9	474	4	0	2	489
April-24	4	678	6	0	3	691
May-24	25	696	4	0	1	726
June-24	5	129	1	0	0	135
Total	173	5,408	232	16	9	5,838

The data shows higher ridership activity on the segments closest to Downtown Tracy, the Tracy Transit Station, and Tracy High School accounting for approximately half of the daily trip activity along Route F. Activity is minimal along segments winding through mostly residential subdivisions, especially near the Hidden Lake residential neighborhood which overlaps with Route C.

4.3.7 Route G

Route G provides afternoon peak commute service only on a loop alignment covering a wide area of south and central-west Tracy (see **Figure 36**). Two afternoon trips depart from the Tracy Transit Station at 2:30pm (Mondays only) and 3:45 p.m. (Monday through Friday).

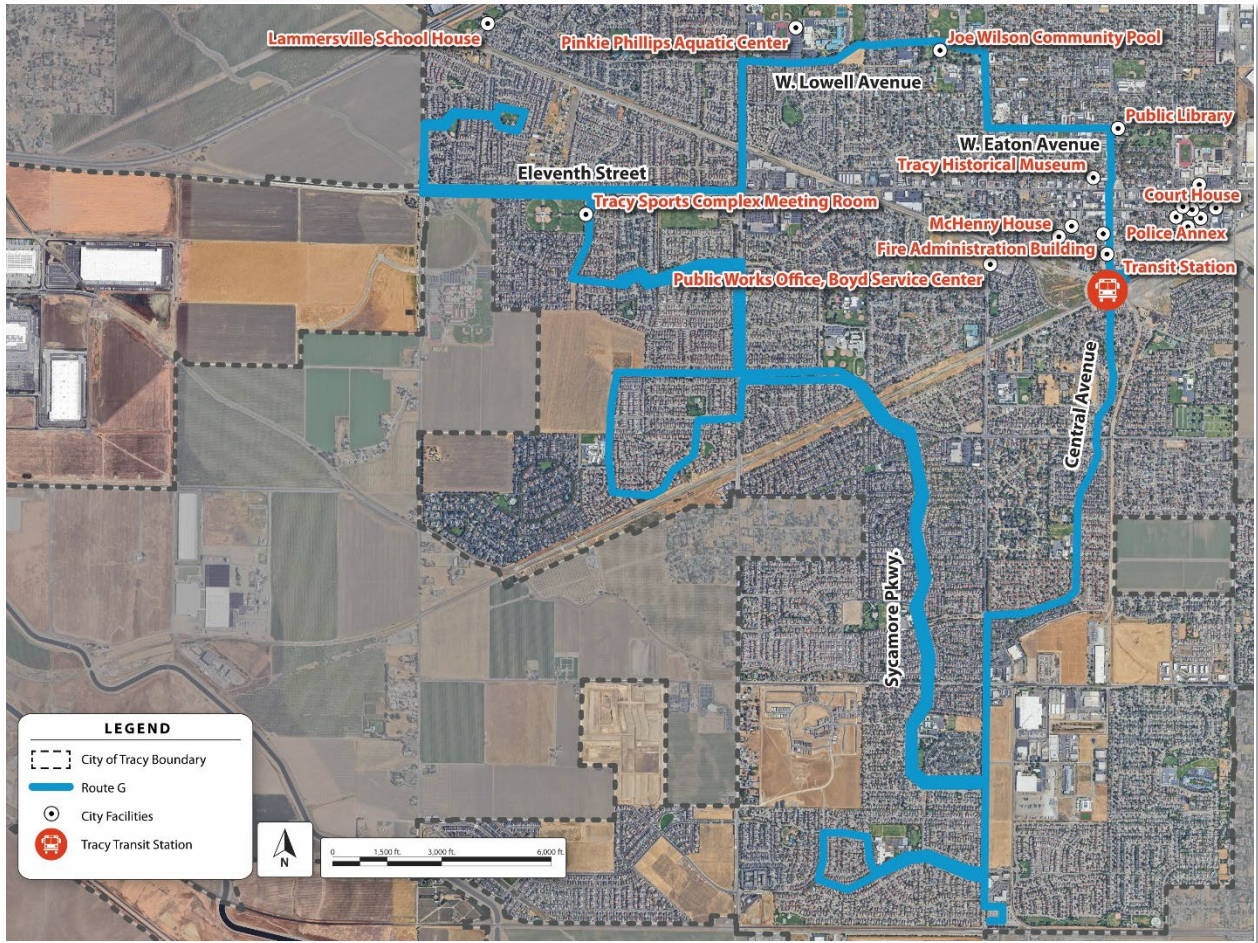


Figure 36. TRACER Route G Map

Route G overlaps with Route D and operates a single bus for a total of 425 revenue hours per year, including 1.67 daily revenue hours on Mondays and 0.8 daily revenue hours Tuesdays through Fridays, which generates an average of 19 daily customer boardings or 11.42 boardings per revenue hour. Figure 39 and Table 22 show monthly ridership by passenger type for Route G during FY 2023-24. A total of 4,852 riders boarded Route G in FY 2023-24, including 110 adults (2 percent), 4,728 students (97 percent), 4 seniors (less than 1 percent), 6 ADA (less than 1 percent), and 4 free rides (less than 1 percent). Route G is primarily a school route with students generating more than 97 percent of all boardings in FY 2023-24, which also explains the drop in ridership during the months of June and July when school is generally not in session.

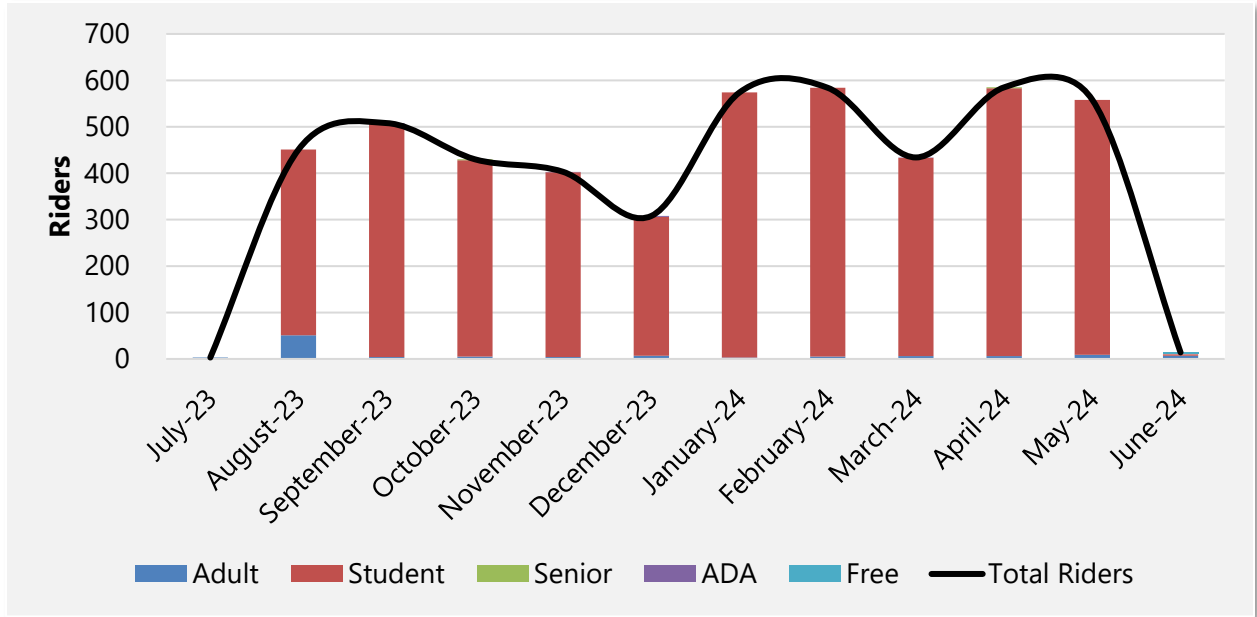


Figure 37. Route G – Monthly Ridership by Passenger Type (FY 2023-24)

Table 22: Route G – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	3	0	0	0	0	3
August-23	51	400	0	0	0	451
September-23	4	502	0	2	0	508
October-23	5	423	2	0	0	430
November-23	4	398	0	1	0	403
December-23	7	299	0	2	0	308
January-24	3	571	0	0	0	574
February-24	5	579	0	0	0	584
March-24	6	427	0	1	0	434
April-24	6	577	2	0	0	585
May-24	9	549	0	0	0	558
June-24	7	3	0	0	4	14
Total	110	4,728	4	6	4	4,852

The data shows higher ridership activity at stops located near schools, including Lowell Avenue / Lincoln Boulevard near Merrill F. West High School (13.8 percent of daily trip activity), and Sycamore Parkway / Hirsch School (10 percent of daily trip activity). Activity is minimal along segments winding through mostly residential subdivisions. However, the Westgate residential subdivision route loop west

of Corral Hollow Road generates approximately 44 percent of daily trip activity along Route G, including the 11th Street / Lammers Road (inbound and outbound) and Antonio Loop stop locations.

4.3.8 Route H

Route H was put into operation in August 2023 to primarily serve the Tracy Hills and Ellis subdivisions. It provides peak-only commute service on a mostly loop alignment with a single morning trip departing the Coriander Street / Tracker Place stop at 7:50 a.m., operating along Eleventh Street, Lammers Road, Corral Hollow Road, Tracy Boulevard, and Central Avenue before completing the trip at the Tracy Transit Station at 8:50 a.m. Two afternoon trips depart the Tracy Transit Station at 2:30 p.m. (Mondays only) and 3:50 p.m. (Monday through Friday), operating along Eleventh Street, Lammers Road, Corral Hollow Road, Whispering Wind Drive, Tracy Boulevard, and Central Avenue before returning to the Tracy Transit Station.

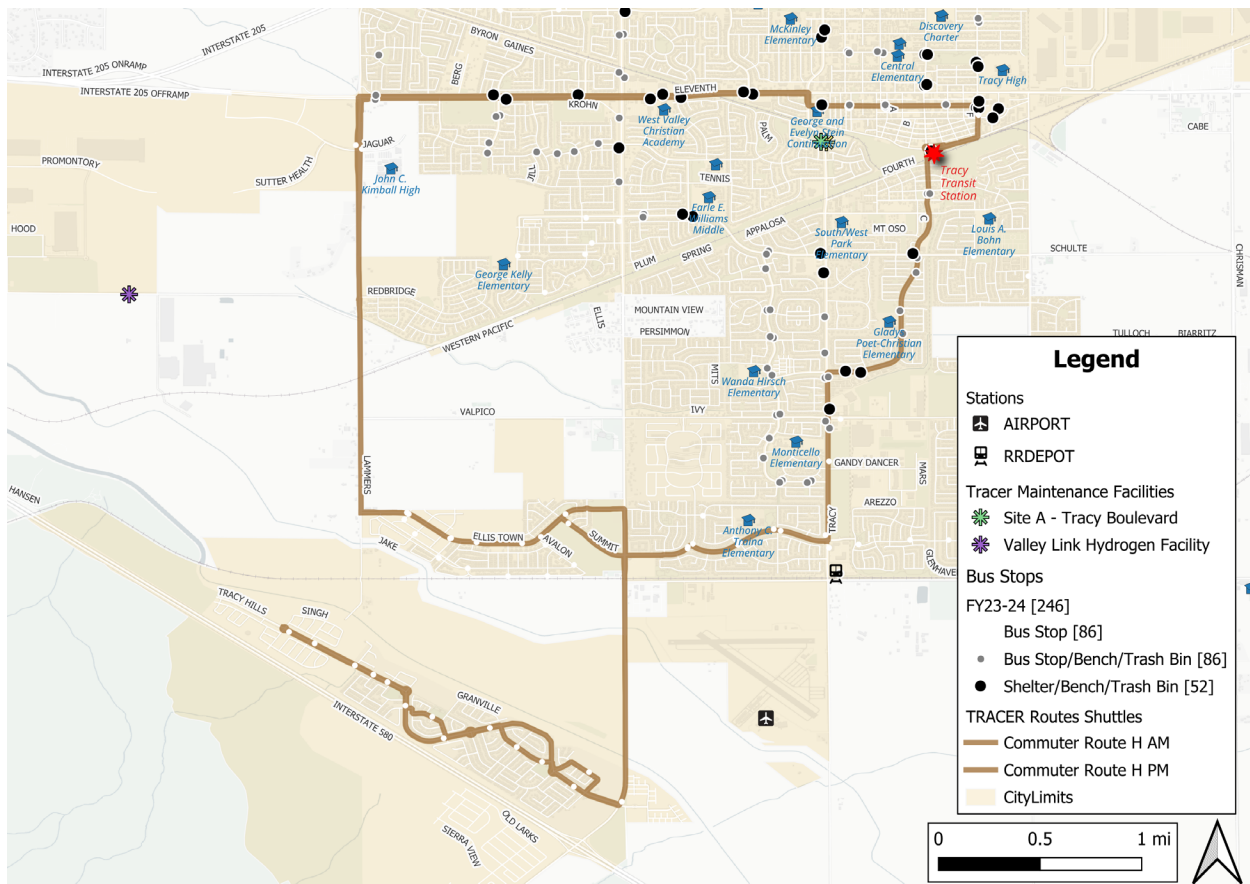


Figure 38. TRACER Route H Map

Route H operates a single bus for a total of 561 revenue hours per year, including three daily revenue hours on Mondays and two daily revenue hours Tuesdays through Fridays, which generates an average of 17 daily customer boardings or 7.81 boardings per revenue hour.

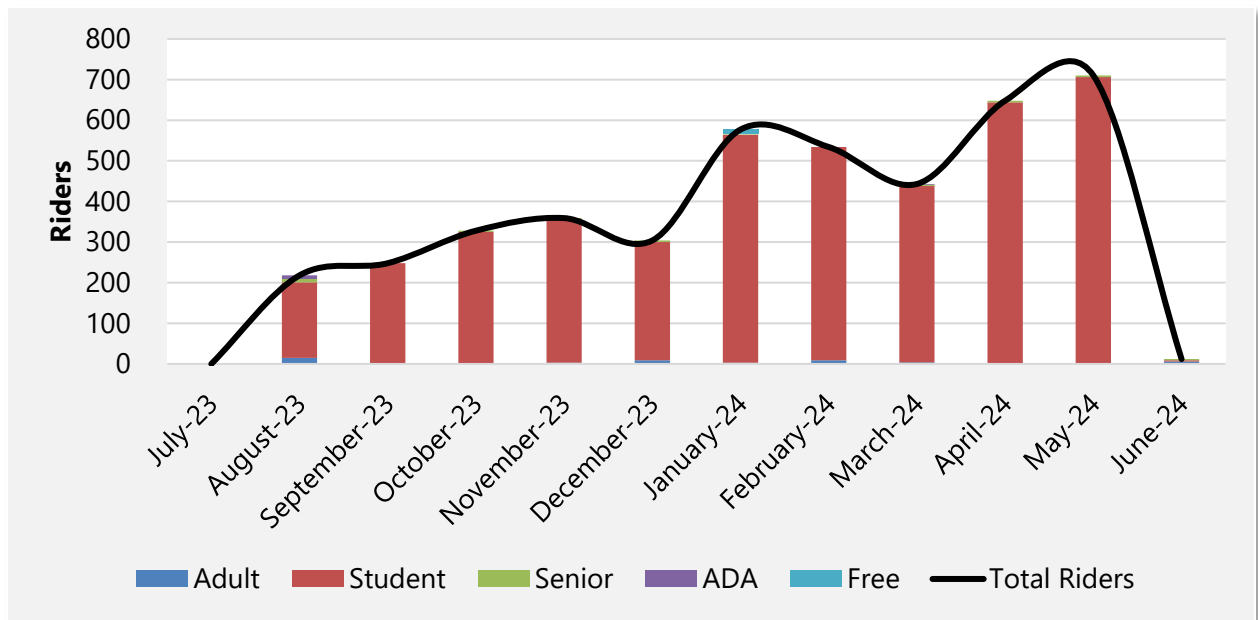


Figure 39. Route H – Monthly Ridership by Passenger Type (FY 2023-24)

Table 23: Route H – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	15	186	8	9	0	218
September-23	2	246	0	0	0	248
October-23	1	324	3	0	0	328
November-23	3	353	3	0	0	359
December-23	9	291	4	0	0	304
January-24	3	561	1	0	12	577
February-24	9	525	0	0	0	534
March-24	4	434	3	2	0	443
April-24	1	643	4	0	0	648
May-24	1	705	4	0	0	710
June-24	6	3	3	0	0	12
Total	54	4,271	33	11	12	4,381

The highest ridership activity occurs at the John C. Kimball High School stop location along Lammers Road (30.7 percent of trip activity); the Ellis Town residential neighborhood (21 percent of total trip activity), including the Ellis Town Drive / Village Green Park and Summit Drive / Jessica Way stop

locations; and the Tracy Hills residential neighborhood (17 percent of total trip activity), including the Coriander Street / Tracker Place and Ironstone Drive / Starcross Drive stop locations.

4.3.9 Fixed-Route Shuttle Services

TRACER also operates three fixed-route shuttle services, including the Arbor Shuttle, ACE Shuttle, and South Tracy Shuttle. Both the ACE and South Tracy Shuttles were started in August 2023 as a response to the Unmet Transit Needs process through SJCOG, in which over 100 comments were received regarding the desire for the service. The ACE Shuttle operates Monday through Friday, completing three outbound morning trips from the Coriander Street / Tracker Place stop departing at 5:15 a.m., 6:20 a.m., and 7:12 a.m. operating along Corral Hollow Road, Whispering Wind Drive, Tracy Boulevard, and Central Avenue before arriving at the Tracy Transit Station (see Figure 42). The ACE Shuttle also makes three outbound afternoon trips from the ACE Station to Coriander Street, departing the ACE Station at 5:18 p.m., 6:18 p.m., and 7:18 p.m.

The South Tracy Shuttle operates Monday through Saturday, completing three daily trips outbound from the Tracy Transit Station departing at 10:00 a.m., 12:30 p.m., and 3:30 p.m. operating along Central Avenue, Tracy Boulevard, Whispering Wind Drive, Ellis Town Drive, and Corral Hollow Road.

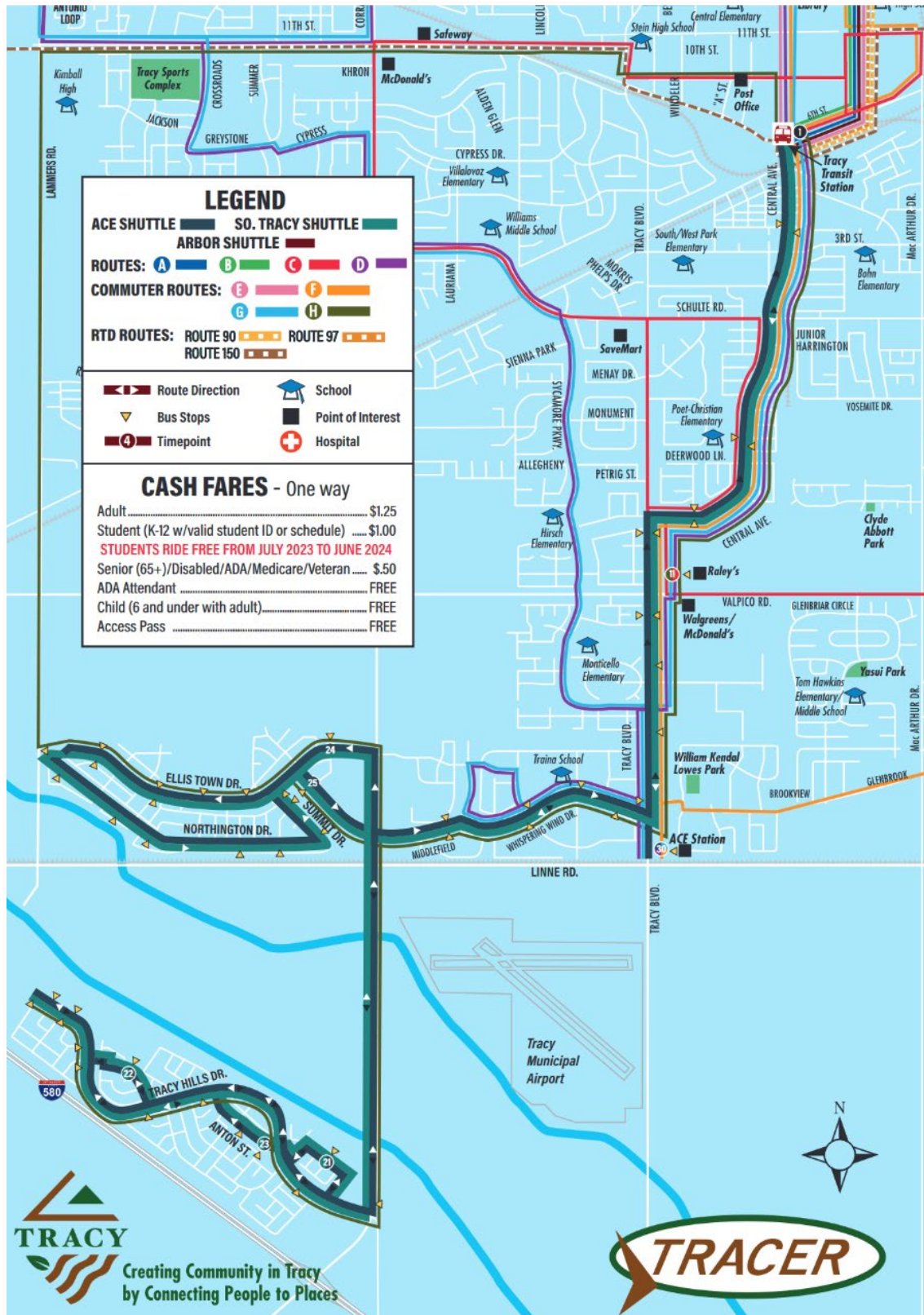


Figure 40. TRACER ACE and South Tracy Shuttle Routes Map

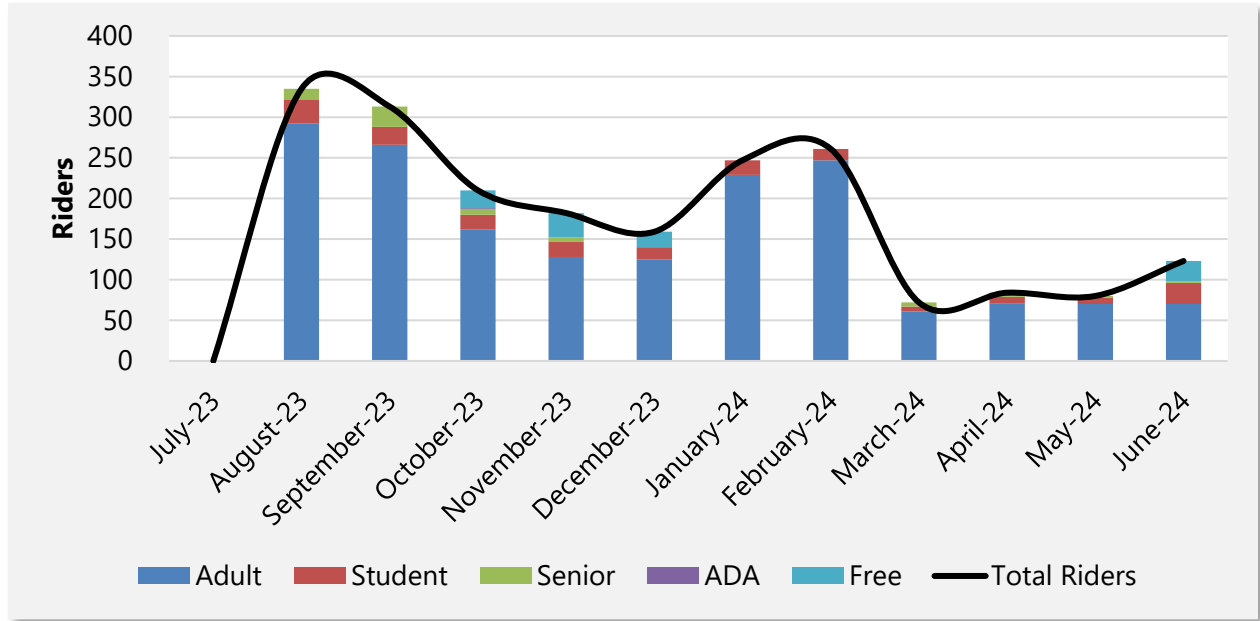


Figure 41. Ace Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 24: ACE Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	292	30	13	0	0	335
September-23	266	22	25	0	0	313
October-23	162	18	7	1	22	210
November-23	128	19	5	0	30	182
December-23	125	15	0	0	19	159
January-24	229	18	0	0	0	247
February-24	247	14	0	0	0	261
March-24	61	6	5	0	0	72
April-24	71	8	1	1	3	84
May-24	70	8	2	0	0	80
June-24	70	26	2	0	25	123
Total	1,721	184	60	2	99	2,066

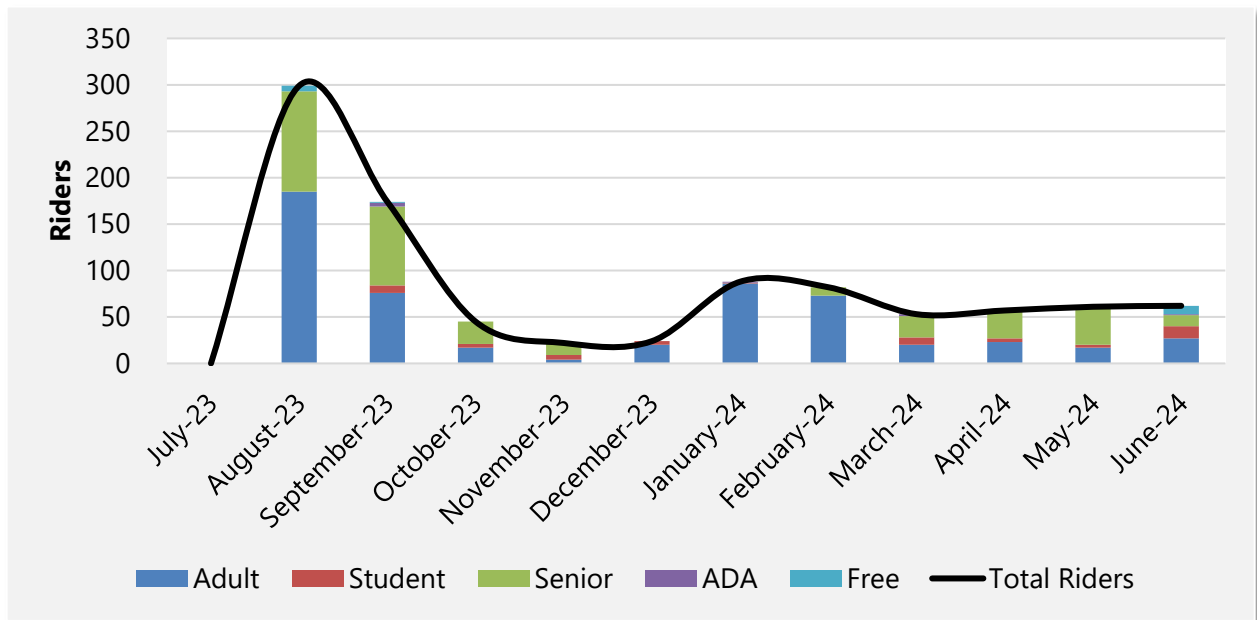


Figure 42. South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 25: South Tracy Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	0	0	0	0	0	0
August-23	185	0	108	0	6	299
September-23	76	8	85	4	1	174
October-23	17	4	24	0	0	45
November-23	4	5	12	1	0	22
December-23	20	4	0	0	0	24
January-24	86	1	0	1	0	88
February-24	73	0	9	0	0	82
March-24	20	8	23	2	0	53
April-24	23	4	30	0	0	57
May-24	17	3	40	0	1	61
June-24	27	13	12	1	9	62
Total	548	50	343	9	17	967

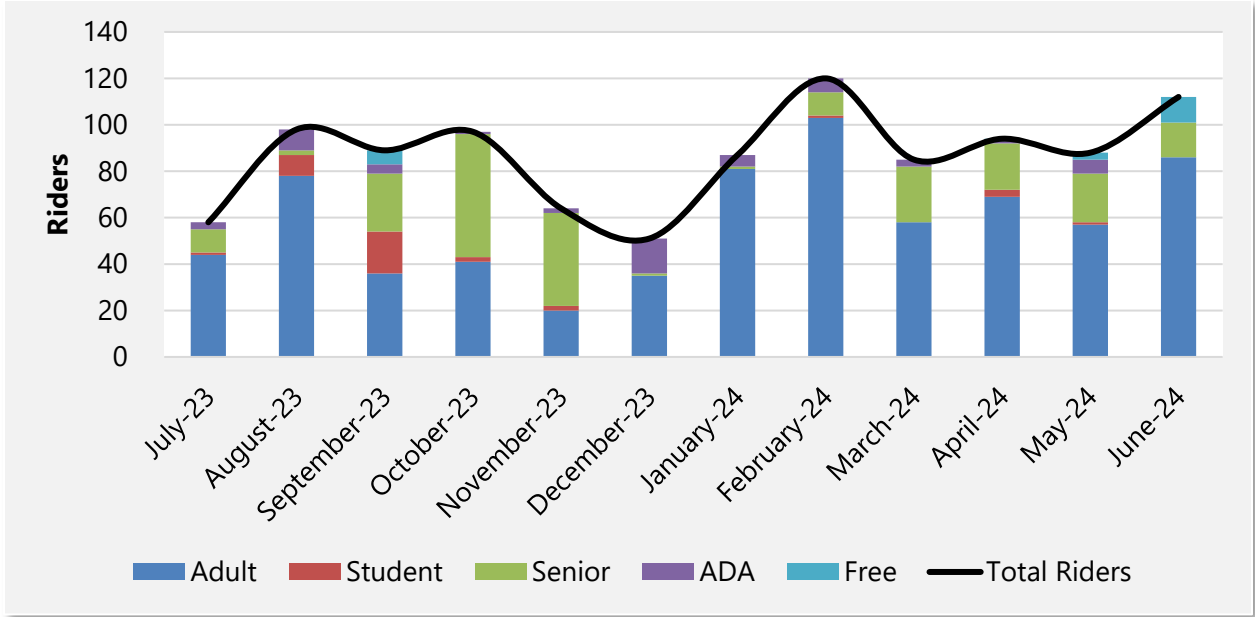


Figure 43. Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Table 26: Arbor Shuttle – Monthly Ridership by Passenger Type (FY 2023-24)

Month-Year	Adult	Student	Senior	ADA	Free	Total Riders
July-23	44	1	10	3	0	58
August-23	78	9	2	9	0	98
September-23	36	18	25	4	6	89
October-23	41	2	53	1	0	97
November-23	20	2	40	2	0	64
December-23	35	0	1	15	0	51
January-24	81	0	1	5	0	87
February-24	103	1	10	6	0	120
March-24	58	0	24	3	0	85
April-24	69	3	20	1	1	94
May-24	57	1	21	6	3	88
June-24	86	0	15	0	11	112
Total	708	37	222	55	21	1,043

4.3.10 Summary of Fixed Route System Analysis

Table 27 presents the annual operating statistics for the fixed-route system for fiscal years 2018 to 2022, including the total operating cost, fare revenue, net operating cost, annual boardings, revenue vehicle hours, revenue vehicle miles, and required number of peak vehicles for each fiscal year.

Table 27: Fixed-Route System – Annual Operating Statistics

FY	Total Operating Cost	Fare Revenue	Net Operating Cost	Annual Boardings	Revenue Vehicle Hours	Revenue Vehicle Miles	Peak Vehicles
2018	\$3,561,377	\$89,096	\$3,472,281	150,129	25,885	344,724	10
2019	\$3,138,827	\$88,738	\$3,050,089	114,001	23,622	272,622	10
2020	\$3,320,039	\$73,404	\$3,246,635	53,320	21,678	250,319	10
2021	\$3,359,660	\$44,465	\$3,315,195	83,759	22,845	264,472	10
2022	\$3,599,185	\$77,082	\$3,522,103	100,109	23,736	277,529	11

- The total operating cost increased by 1.1 percent from 2018 to 2021, and then by 7.1 percent from 2021 to 2022, reflecting the impact of the COVID-19 pandemic and the recovery efforts.
- The fare revenue decreased by 51.1 percent from 2018 to 2021, and then increased by 73.5 percent from 2021 to 2022, indicating the decline and rebound of ridership due to the pandemic and the easing of restrictions.
- The net operating cost increased by 24.2 percent from 2018 to 2021, and then by 6.2 percent from 2021 to 2022, showing the gap between the operating cost and the fare revenue.
- The annual boardings decreased by 64.5 percent from 2018 to 2020, and then increased by 57.1 percent from 2020 to 2021, and by 19.5 percent from 2021 to 2022, demonstrating the fluctuation of demand for the fixed-route system during and after the pandemic.
- The revenue vehicle hours decreased by 16.3 percent from 2018 to 2020, and then increased by 5.4 percent from 2020 to 2021, and by 4.9 percent from 2021 to 2022, reflecting the adjustment of service levels to match the ridership changes.
- The revenue vehicle miles decreased by 27.3 percent from 2018 to 2020, and then increased by 5.6 percent from 2020 to 2021, and by 5.2 percent from 2021 to 2022, indicating the variation of service distance to accommodate the changing ridership patterns.
- Although there has been substantial variability in the number of boardings and vehicle revenue hours and miles in the past five fiscal years, the required number of peak vehicles has remained constant throughout that period; increasing to 11 vehicles required at peak due to implementation of Route H in 2022.

Table 28 presents the key performance indicators for the fixed-route system for fiscal years 2018 to 2022, including the total cost per boarding, average fare, farebox recovery rate, net cost per boarding, net cost per revenue hour, boardings per revenue hour, and annual boarding per peak vehicle for each fiscal year.

Table 28: Fixed-Route System – Key Performance Indicators

FY	Total Cost per Boarding	Average Fare	Farebox Recovery Rate	Net Cost per Boarding	Net Cost per Revenue Hour	Boardings per Revenue Hour	Annual Boardings per Peak Vehicle
2018	\$23.72	\$0.59	2.50%	\$23.13	\$134.14	5.8	15,013
2019	\$27.53	\$0.78	2.83%	\$26.75	\$129.12	4.8	11,400
2020	\$62.27	\$1.38	2.21%	\$60.89	\$149.77	2.5	5,332
2021	\$40.11	\$0.53	1.32%	\$39.58	\$145.12	3.7	8,376
2022	\$35.95	\$0.77	2.14%	\$35.18	\$148.39	4.2	9,101

- The pre-pandemic period from 2018-2020: there was a notable increase in total cost per boarding, net cost per boarding, and net cost per revenue hour and a sharp decrease in boardings per revenue hour and annual boardings per week – which measure the productivity and efficiency of the system – demonstrating the impacts of the COVID-19 pandemic restrictions had on the fixed-route system.
- The post-pandemic period from 2020-2022: there was a mild decrease in total cost per boarding, net cost per boarding, and net cost per revenue hour and a moderate increase in boardings per revenue hour and annual boardings per peak vehicle, indicating a slight return of riders due to the easing of pandemic restrictions.
- The average fare increased during the pre-pandemic period from 2018 to 2020, then decreased during the pandemic from 2020 to 2021, and increased again during the post pandemic period from 2021 to 2022.
- The farebox recovery rate, which measures the proportion of operating expenses covered by fares, fluctuated between 1.32 percent and 2.83 percent throughout the period. The farebox recovery rate remains below the pre-pandemic peak of 2.83 percent but shows signs of recovery. However, TRACERS' average farebox recovery rate remains low compared to its peer

cities which range from 2.38 to 8.25 percent, including Grand Junction (8.25 percent), Lodi (2.38 percent), Porterville (8.05 percent), and Turlock (6.28 percent).¹²

4.4 TRACER Demand Response Services

Tracer Demand Response Services include TRACER's Paratransit service, subsidized Taxi service, and the recently implemented TRACER Plus which provides on-demand curb-to-curb shared-ride service within the City of Tracy.

4.4.1 TRACER Demand Response Service Goals

The 2019 SRTP introduced demand response service goals ("*Mobility Vision – A Way Forward*") addressing quality of life considerations as part of the City's efforts to ensure a healthy, connected, supportive environment for its residents. As a result, the following guiding principles were established to provide a foundation for recommended TRACER Paratransit service plan strategies:

- **Universal access** including accessible infrastructure.
- **Flexible mobility options** with a cost-effective mix of accessible shared-ride, public transportation services; and.
- **Maximize utility and investment** in accessible conventional transit (mobility management strategies) to encourage a shift from ADA paratransit to conventional public transit.

As a transit provider, TRACER has facilitated a more integrated approach between accessible conventional transit services and Paratransit services. TRACER has created a user-friendly, accessible conventional transit service that may provide additional mobility options for many Paratransit service registrants. TRACER's accessible public transit system provides a higher degree of trip making flexibility and facilitates greater travel spontaneity and independence. A truly accessible transit system can become the preferred choice for many people with a disability.

The longer-term vision is to move towards the concept of universal access to conventional public transit/mobility services. While preserving the integrity of Paratransit services for those with no alternatives, universal access to conventional transit services requires the need to address ancillary considerations including an accessible infrastructure, streetscape, audible signals, etc.

¹² Source: <https://ftis.org/iNTD-Urban/reports.aspx>; accessed July 2024. Florida Transit Information System (FTIS) integrated national transit database. Note: Vacaville, CA was identified as a peer city but eliminated fares during the COVID-19 pandemic and subsequent recovery period, and thus its farebox recovery rate was 0.0 percent in 2022.

4.4.2 TRACER Plus

TRACER Plus provides curb-to-curb, shared ride service for the general public within the City of Tracy. **Figure 26** shows the TRACER Plus service area. TRACER Plus is a shared ride service that groups riders by origin and destination points, routing vehicles as needed to meet all riders' needs. TRACER Plus requires riders to schedule pick-up times and will pick-up riders within 20 minutes from the *Ready Time* negotiated (up to 10 minutes prior and 10 minutes after). This service is provided Monday through Thursday from 4:00 a.m. to 7:00 a.m. and 6:30 p.m. to 10:00 p.m., Fridays from 4:00 a.m. to 7:00 a.m. and 6:30 p.m. to 11:00 p.m., Saturdays from 6:00 a.m. to 9:00 a.m. and 6:30 p.m. to 11:00 p.m., and from 8:00 a.m. to 10:00 p.m. on Sundays.

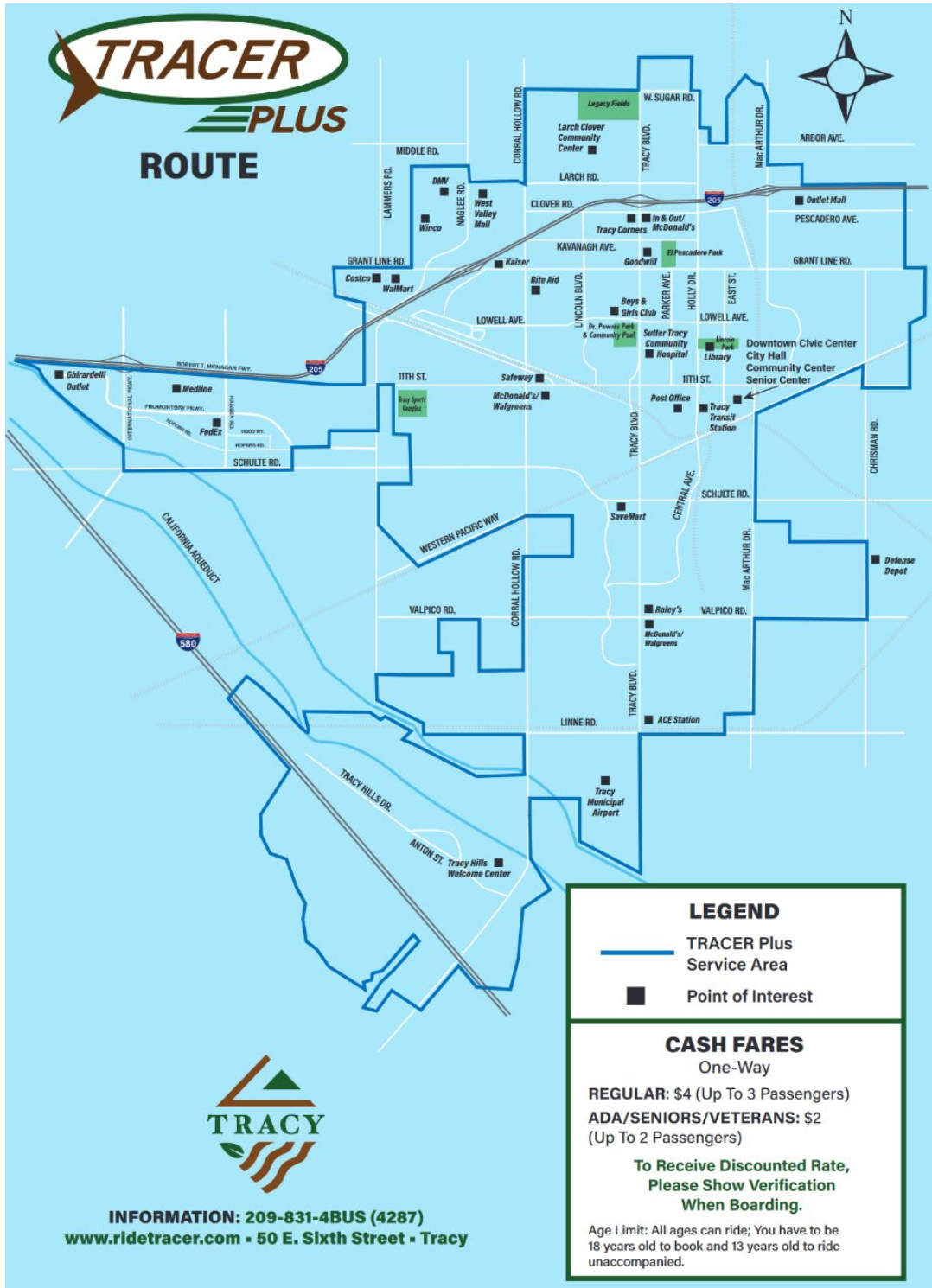


Figure 44. TRACER Plus Service Area Map

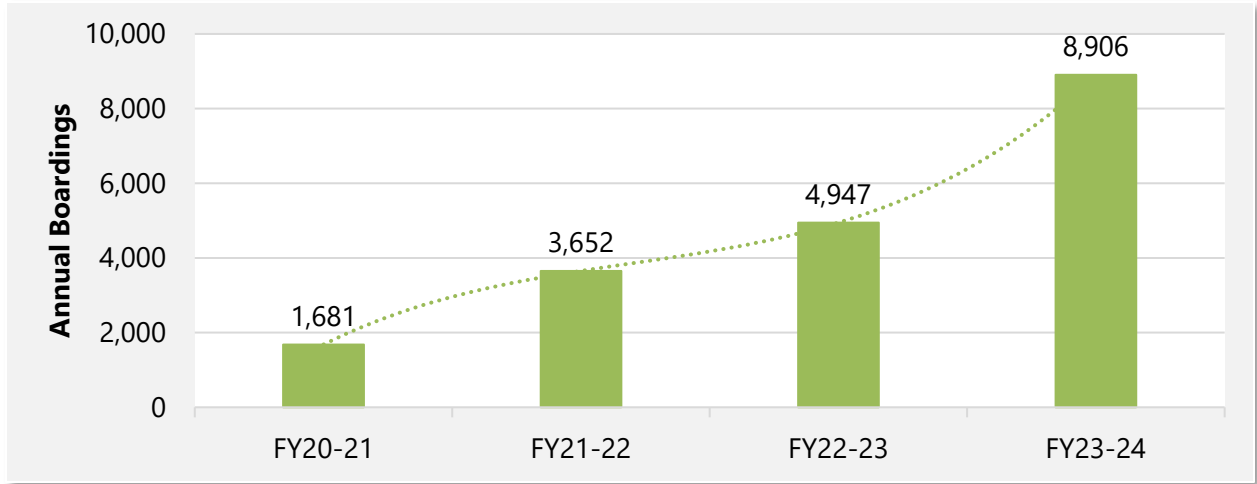


Figure 45. TRACER Plus Annual Riders

The City of Tracy has not established specific performance metrics for the TRACER Plus service, which will subsequently be addressed in Task 5. Since TRACER Plus service implementation in Fiscal Year 2020-21, ridership has steadily increased each year with 3,652 annual riders (0.04 per capita) in Fiscal Year 2021-22, 4,947 annual riders (0.05 per capita) in Fiscal Year 2022-23, and 8,906 annual riders in FY 2023-24, a 430 percent increase over four years (see Figure 47).

Figure 48 shows the TRACER Plus annual riders per vehicle revenue hour has also increased each year since service was implemented in the Fiscal Year 2020-21. The initial service year generated just 1.01 riders per revenue hour in FY2020-21, which increased to 1.32 riders per revenue hour in FY 2021-22, a 200 percent increase in just one year. However, the efficiency of TRACER Plus appears to have leveled off in FY 2022-23 and FY 2023-24 as TRACER Plus generated 1.33 and 1.37 riders per revenue hour, respectively.

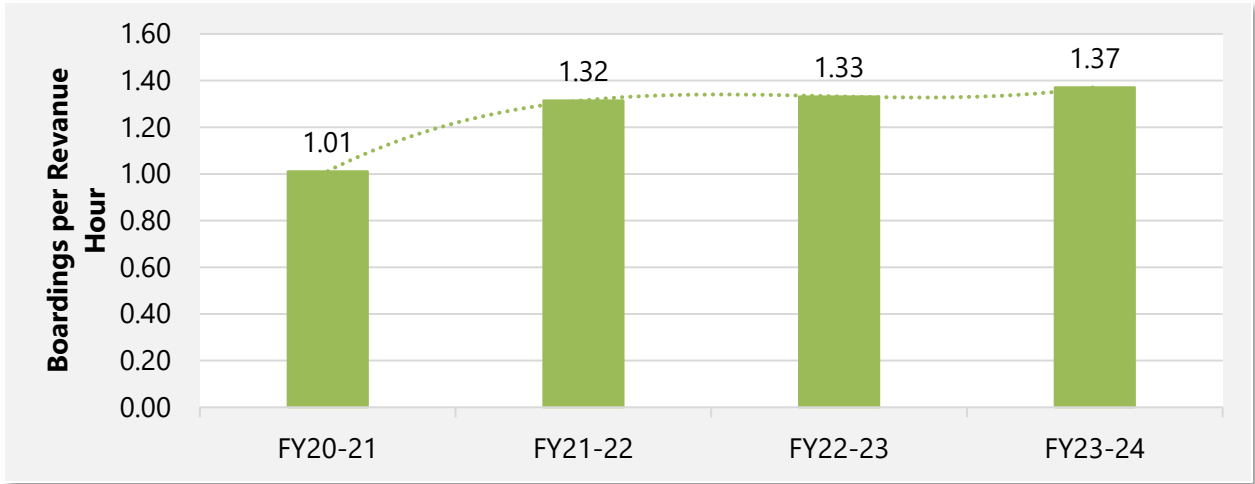


Figure 46. TRACER Plus Riders per Revenue Hour

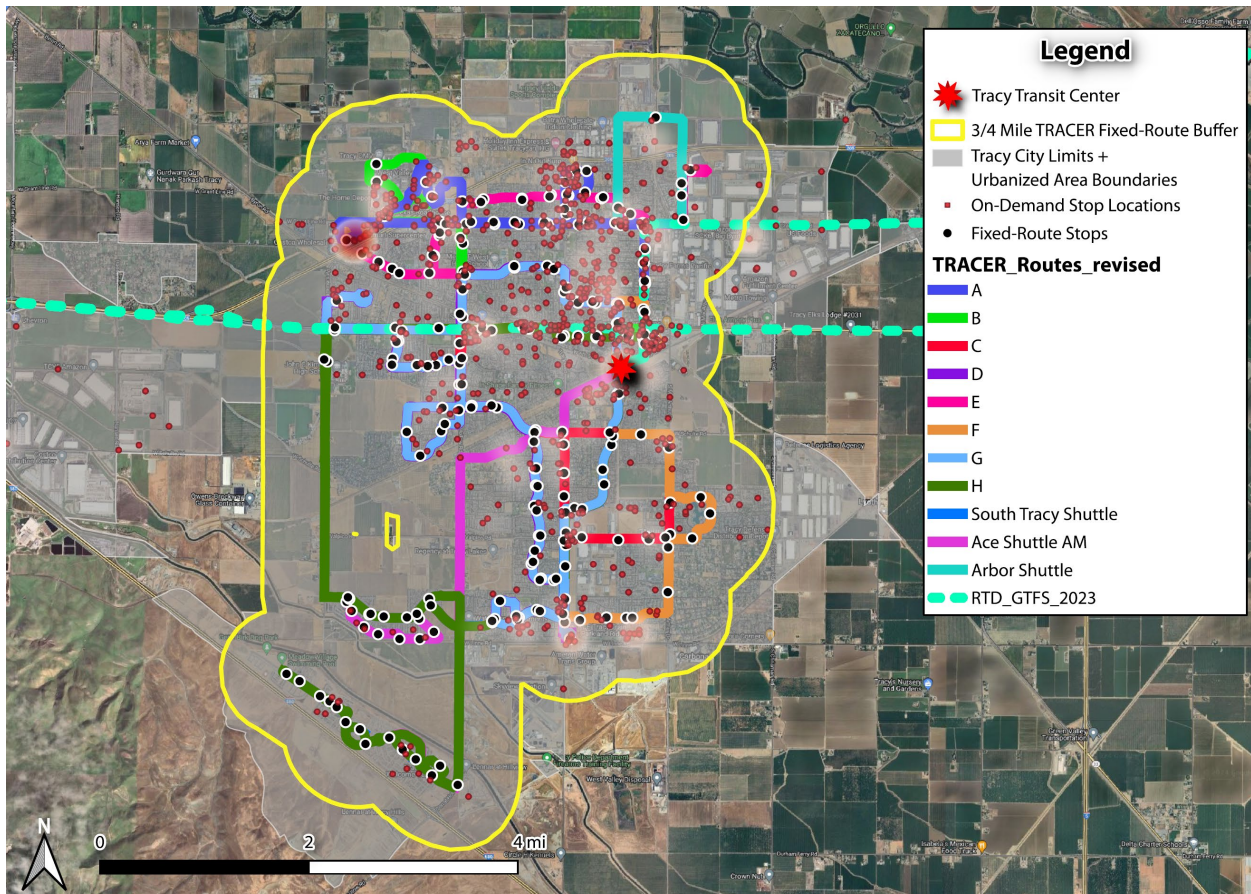


Figure 47. TRACER Plus Boarding and Alighting Hot Spots.

Figure 49 shows the location of higher intensity boarding and alightings by TRACER Plus users during FY23/24. The highest demand locations included:

- Walmart Super Center
- Tracy Transit Station
- ACE Tracy Train Park and Ride
- Veterans Park
- Amazon Distribution Center

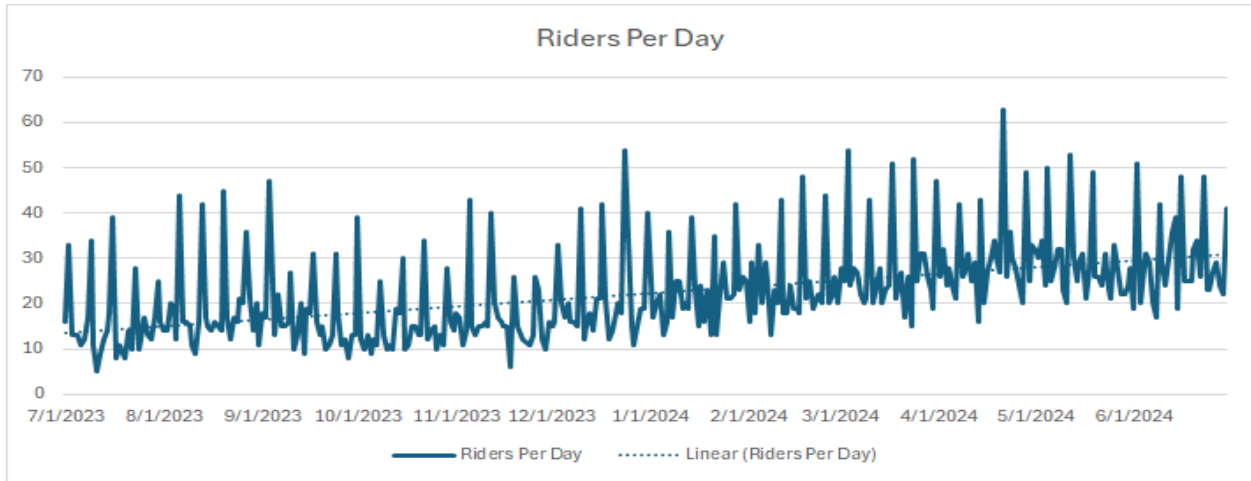


Figure 48. TRACER Plus Riders Per Day FY23/24

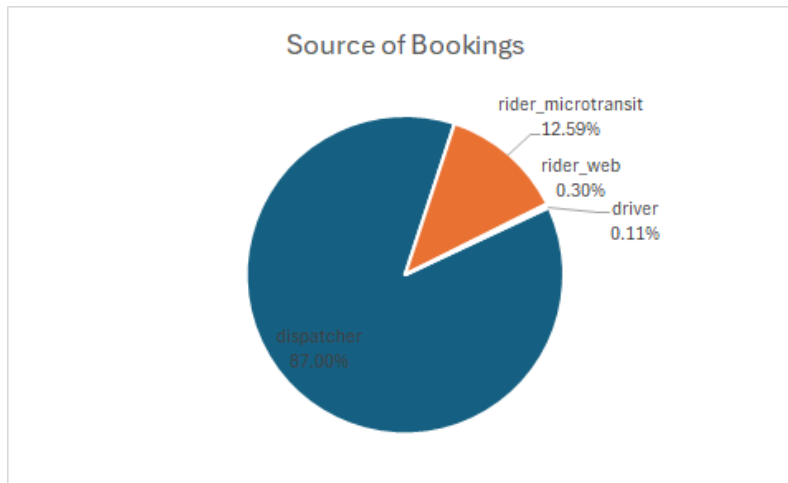


Figure 49. TRACER Plus Source of Bookings

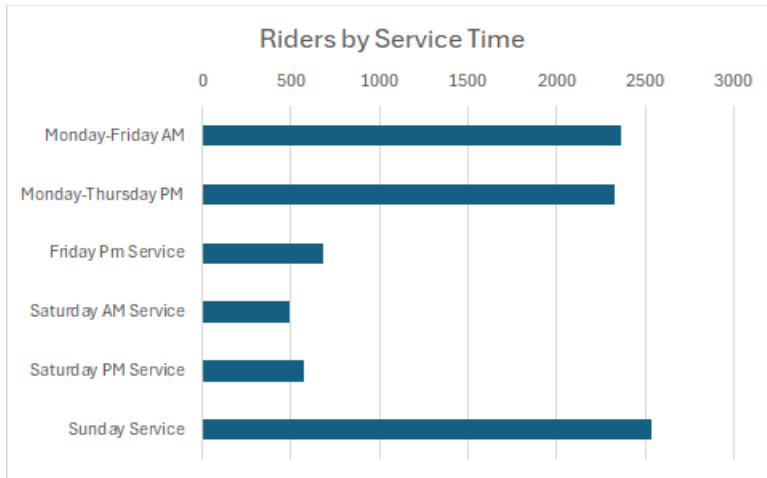


Figure 50. TRACER Plus Riders by Service Time.

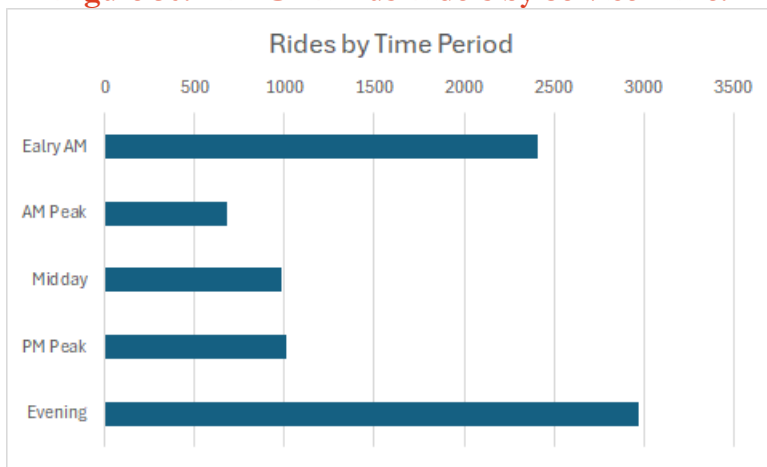


Figure 51. TRACER Plus Rides by Time Period.

The ridership trends for TRACER Plus show that average daily ridership has doubled over the last fiscal year (FY2023-24). Additionally, ridership is the lowest during Saturday service times, and ridership is the highest during the Early AM and Evening periods.

4.4.3 TRACER Paratransit

The City offers the TRACER Paratransit service for Disabled/ADA, Medicare recipients, and Seniors (65+). The service provided is door-to-door and operates for the same hours as the TRACER Fixed-Route. Drivers assist passengers with packages as needed/requested. The Paratransit service is scheduled and dispatched out of the Tracy Transit Station. The service is available during the normal operating hours of the Fixed Route service. When the TRACER Paratransit is not operating, a Subsidized Taxi service is available, although since the implementation of TRACER Plus, more paratransit riders have opted to use that service in the off hours.

Effective, October 1st, 2018, Access San Joaquin has conducted the TRACER ADA Paratransit Certification process. Access San Joaquin is a Consolidated Transportation Services Agency (CTSA)

formed by multiple transit operators in San Joaquin County, its primary goal is to improve the quality of transportation services to low mobility groups such as seniors and people with disabilities.

ADA-eligible customers may make reservations for same-day service and up to seven days in advance of desired travel. Reservations are accepted by telephone between 8:00 am and 6:00 pm on weekdays, and between 10:00 am and 4:00 pm on Saturdays. At all other times, customers may leave a message requesting next-day service.

The City's contractor, MTM Transit, is responsible for all operational and service delivery functions including call-taking/reservations, scheduling, and dispatch/trip management. MTM Transit utilized Reveal scheduling software for trip bookings, scheduling, and data management.

The TRACER Paratransit Service area is presented in Figure 54.

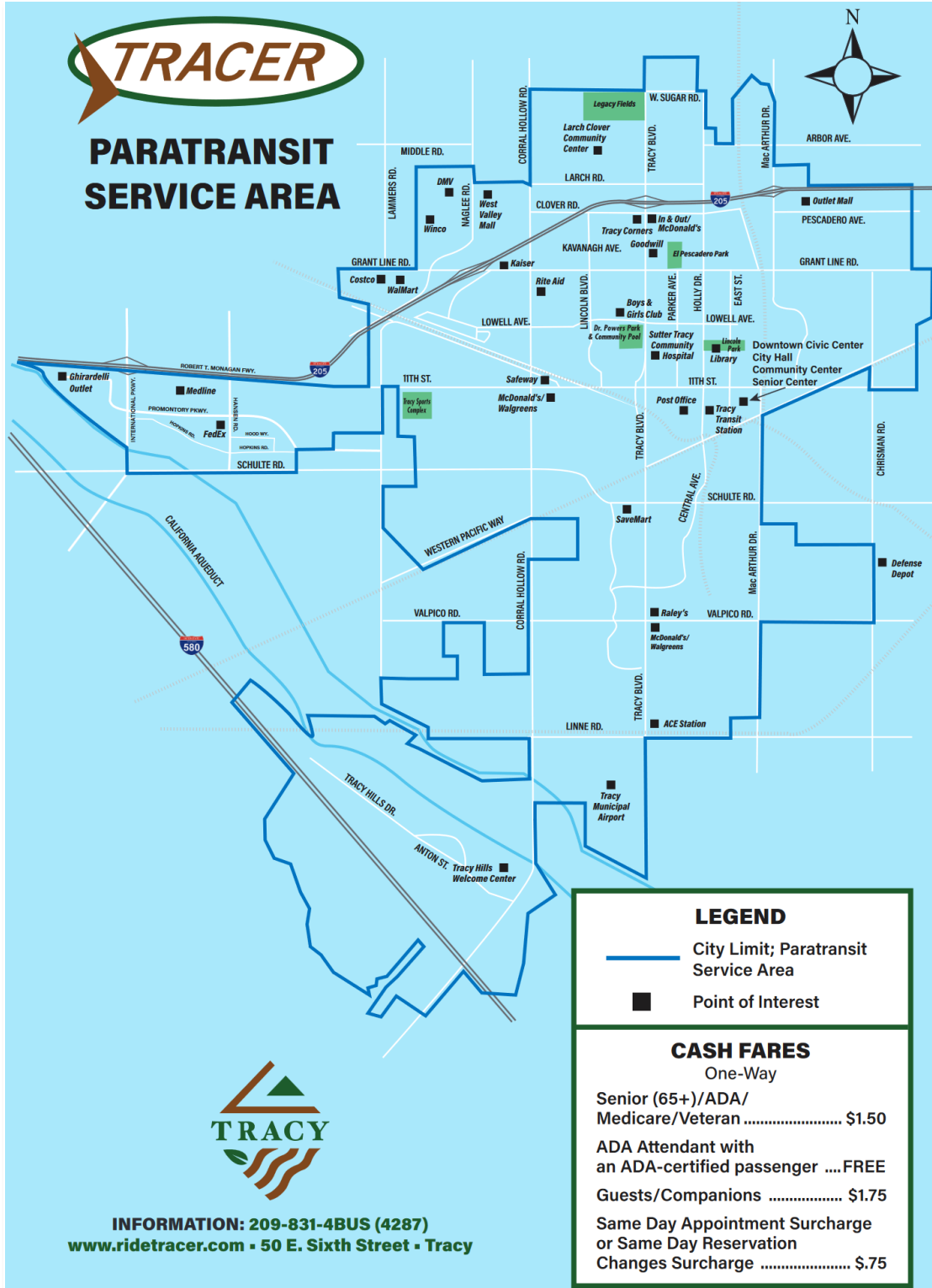


Figure 52. TRACER Paratransit Route Map

Figure 55 shows TRACER Paratransit service has shown a rebound in ridership with 21,259 total annual riders in Fiscal Year 2023-24, an 89 percent increase from the COVID-19 pandemic low of 11,230 annual riders in Fiscal Year 2020-21 and a 32 percent increase from the previous Fiscal Year 2022-23.

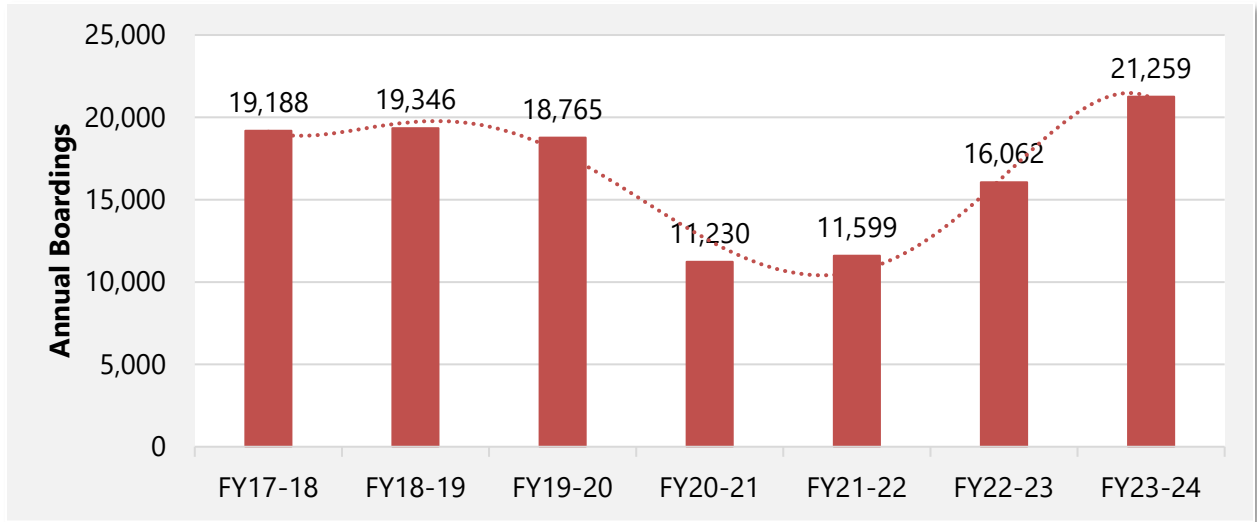
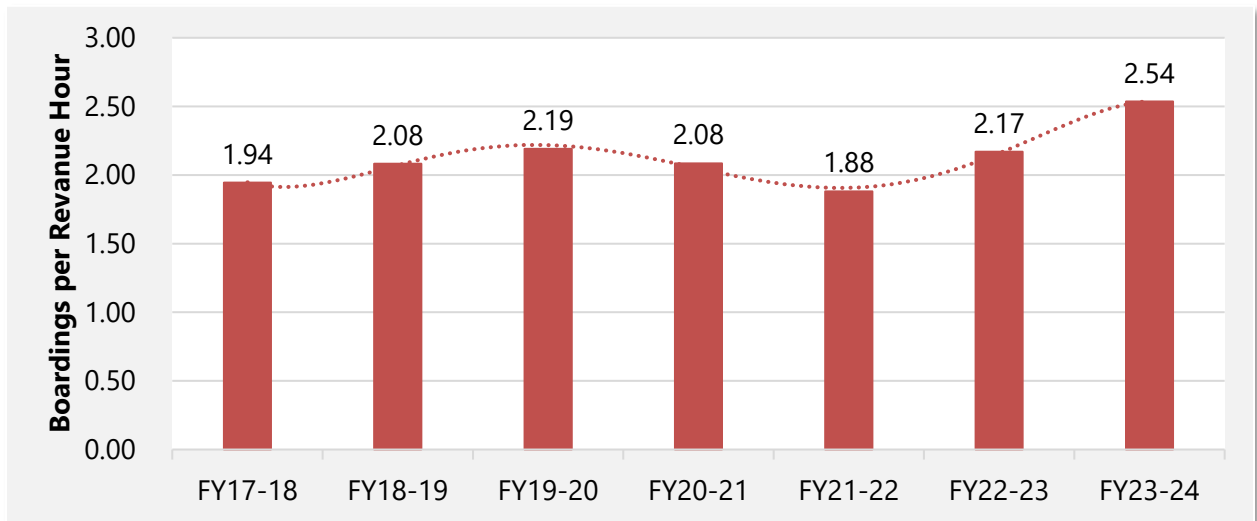


Figure 53: TRACER Paratransit Total Annual Ridership 2017-23

Figure 56 shows that when adjusted to annual riders per revenue hour, TRACER Paratransit services has shown a rebound in Fiscal Year 2023-24 with 2.54 riders per revenue hour, surpassing the pre-pandemic peak of 2.19 riders per revenue hour in Fiscal Year 2019-20 and a 17 percent increase compared with the previous Fiscal Year 2022-23 rate of 2.17 riders per revenue hour.

Figure 54: TRACER Paratransit Riders per Revenue Hour 2017-23



Tables 29 and 30 present the overall Demand Response (TRACER Plus and Paratransit) service operating statistics and key performance indicators for Fiscal Year 2018-2022. A 21 percent decrease in annual boardings from Fiscal Year 2018 to 2022 coupled with a 35 percent increase in total operating

costs has resulted in a 39 percent increase in net operating costs over the same period. Similarly, there has been a 21 percent decline in the number of boardings per revenue hour.

Table 29: Demand Response Services – Annual Operating Statistics

FY	Total Operating Cost	Fare Revenue	Net Operating Cost	Annual Boardings	Revenue Vehicle Hours	Revenue Vehicle Miles	Peak Vehicles
2018	\$795,462	\$27,287	\$768,175	19,188	9,866	75,840	4
2019	\$715,311	\$27,546	\$687,765	19,346	9,292	77,686	4
2020	\$908,753	\$28,949	\$879,804	18,765	8,563	63,977	4
2021	\$639,935	\$23,663	\$616,272	12,911	7,049	46,007	4
2022	\$1,075,081	\$26,270	\$1,048,811	15,251	8,945	79,943	4

The total operating cost and the net operating cost have increased from 2018 to 2022, with peak costs occurring in 2020 and 2022. The fare revenue has fluctuated slightly but has not increased proportionally to the operating cost. The annual boardings have decreased from 2018 to 2021, with the lowest boardings occurring in 2021. Boardings increased slightly in 2022 but remain below the 2018 pre-pandemic peak.

The revenue vehicle hours and the revenue vehicle miles have both decreased each year between 2018 and 2021. Although there was an increase in both hours and miles in 2022, they are both still below their 2018 respective pre-pandemic peaks. Although there has been substantial variability in the number of boardings and vehicle revenue hours and miles in the past five fiscal years, the required number of peak vehicles has remained constant throughout that period.

Table 30: Demand Response Services – Key Performance Indicators

FY	Total Cost per Boarding	Average Fare	Farebox Recovery Rate	Net Cost per Boarding	Net Cost per Revenue Hour	Boardings per Revenue Hour	Annual Boardings per Peak Vehicle
2018	\$41.46	\$1.42	3.4%	\$40.03	\$77.86	1.94	4,797
2019	\$36.97	\$1.42	3.9%	\$35.55	\$74.02	2.08	4,837
2020	\$48.43	\$1.54	3.2%	\$46.89	\$102.74	2.19	4,691
2021	\$49.57	\$1.83	3.7%	\$47.73	\$87.43	1.83	3,228
2022	\$70.49	\$1.72	2.4%	\$68.77	\$117.25	1.70	3,813

The total cost per boarding and the net cost per boarding have increased significantly from 2018 to 2022, while the average fare and the farebox recovery rate have remained relatively stable. Boardings per revenue hour and the annual boardings per peak vehicle have decreased from 2018 to 2021, indicating reduced demand and efficiency of the service. These factors indicate that TRACER paratransit service is facing financial and operational challenges in providing transportation for senior and disabled residents.

SUBSIDIZED TAXI SERVICE

The subsidized taxi is a service available to registered senior and ADA/disabled residents who are unable to ride the established fixed route bus system due to certain limitations. Upon approval of their application a TRACER paratransit identification card is issued to the residents, at no charge, after which time they can purchase taxi tickets from the Finance Department at City Hall. Taxi tickets are sold to residents at a rate of \$10 for a ticket valued at \$20 in regular fares.

Subsidized taxi service is available during the non-operating hours for the TRACER paratransit service, Monday – Friday prior to 7:00 a.m. and after 7:00 p.m., Saturday prior to 9:00 a.m. and after 5:00 p.m., and all day on Sundays and certain holidays. Currently, Yellow Cab of Tracy is the only taxi company authorized to use the subsidized tickets. A review of 2017 monthly invoices suggest approximately 146 taxi trips were provided at a cost of \$2,300 or an average of \$15.70 per trip. However, due to multiple factors including implementation of the TRACER Plus service, subsidized taxi service will be phased out.

5.0 OPERATIONS PLAN AND BUDGET

This chapter provides a comprehensive framework for the City of Tracy’s future transit services, ensuring alignment with local and federal requirements, sustainability, and effective resource allocation. This information will guide the City in making informed decisions to enhance the quality and accessibility of transit services for its residents. The operations plan will encompass the provision of fixed route, on-demand, and paratransit services over the five-year SRTP period, while the operations budget will demonstrate the sustainability of planned service levels, considering financial constraints and meeting federal, state, and local requirements.

5.1 Operations Plan

The operations plan addresses both short-range (less than 5 years) and long-range (beyond 5 years) timeframes. The operation plan sets forth TRACER’s intentions to provide fixed route, on-demand, and paratransit services from FY25/26 through FY30/31, and then beyond the next five fiscal years. Annually, TRACER will evaluate these proposed services with respect to the adopted goals (section 2.0) to ensure that the recommendations are still relevant to the current needs and situations, including financial constraints. Generally, the operations plan recommends providing more direct fixed routes in a grid-like pattern across the City, with several shuttles to address specific system gaps. The commuter routes will continue to operate in their current state. All routes will be evaluated on an annual basis to determine if the proposed changes are aligned with the goals, objectives, and standards section. As routes are implemented, strategic transfer points will be created to ensure seamless transfers between TRACER routes, as well as RTD bus services, and ACE Commuter Rail.

5.1.1 Fixed Route Services

Fixed Route Services are those services that operate continuously throughout the day. Currently TRACER operates four (4) fixed routes services. This operation plan expands that service to six (6) fixed route services, plus two (2) shuttles that will operate continually during the span of fixed route service, generally 7AM to 7PM. Table 31 outlines the nature of the proposed fixed route services.

Table 31. Proposed Transit Routes

More Direct Routes	
East-West Routes	9. Tracy Transit Station (TTS) to Mall via Grant Line 10. TTS to Walmart via Eaton/Lowell 11. TTS to Corral Hollow (Safeway area) via 10 th /11 th . 12. Corral Hollow (Safeway area) to Hidden Lake (Valpico & MacArthur)
North-South Routes	13. Tracy Hills to Mall 14. Tracy Blvd - From New Indian Supermarket/In-n-Out/La Plaza Supermarket to Edgewood

Connecting Shuttles

- 15. Mall Shuttle – between Mall and Costco/Walmart
- 16. TTS to Valpico Rd (Raley’s area)

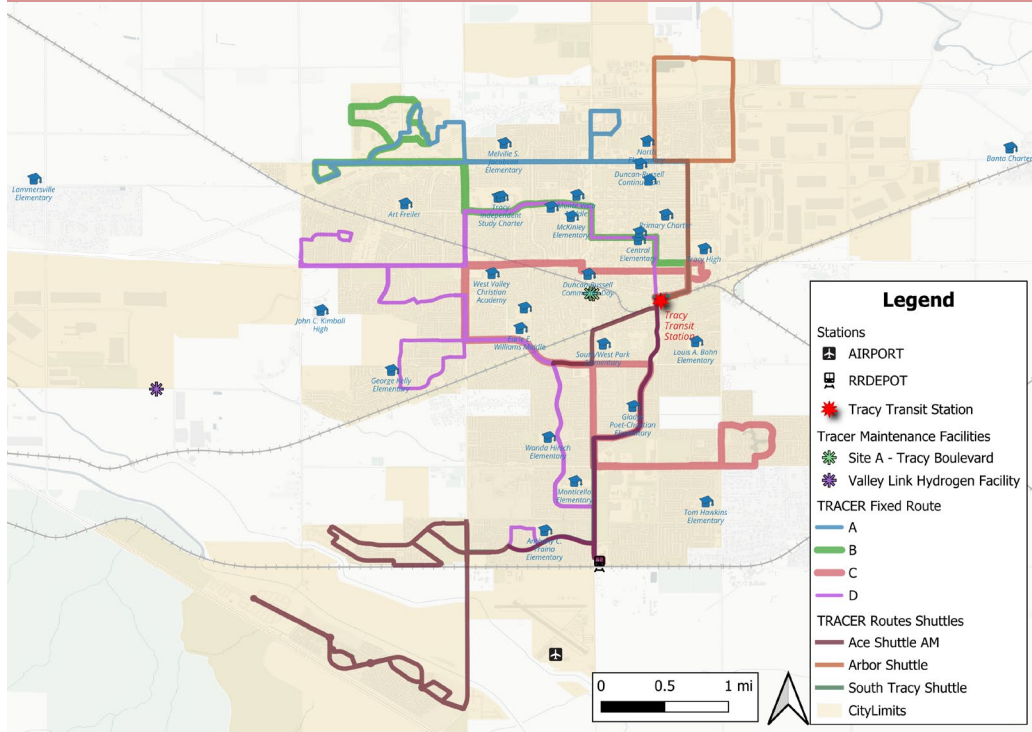


Figure 55. Existing Fixed Routes.

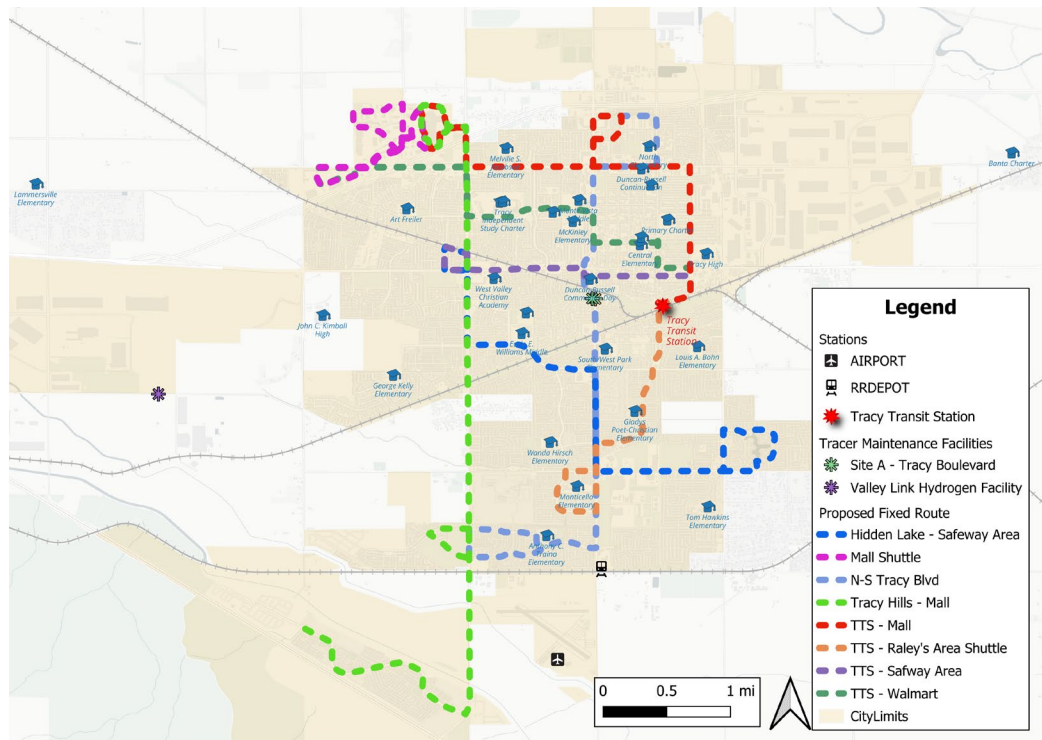


Figure 56. Proposed Fixed Routes.

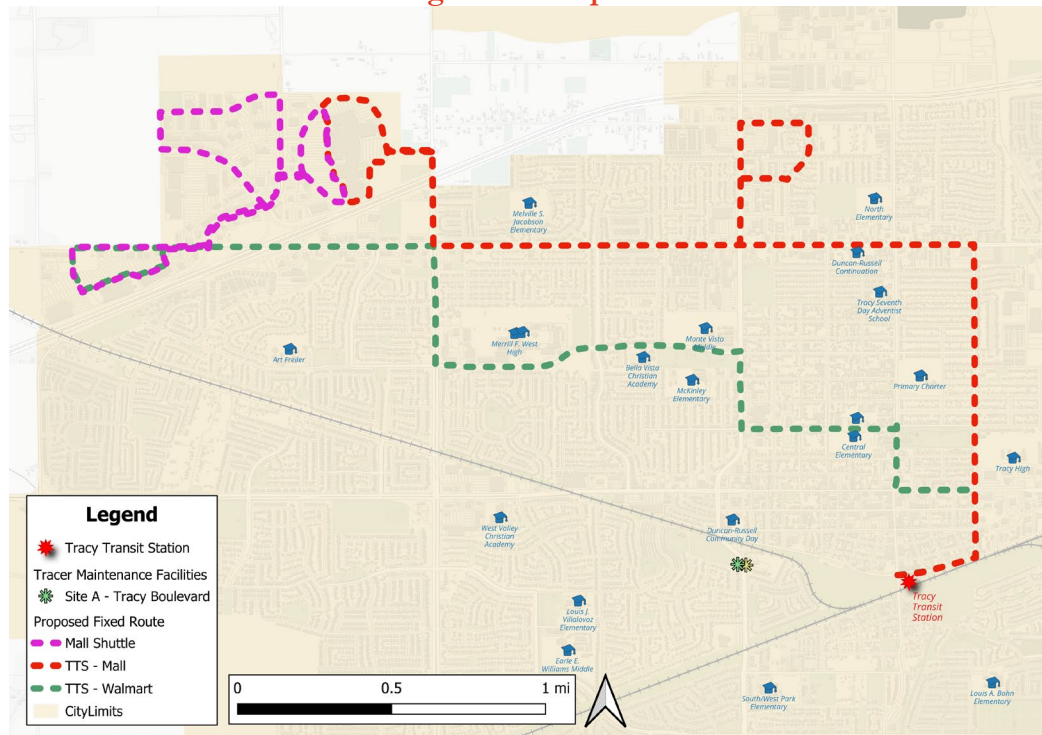


Figure 57. Proposed East-West Fixed Routes - North Tracy

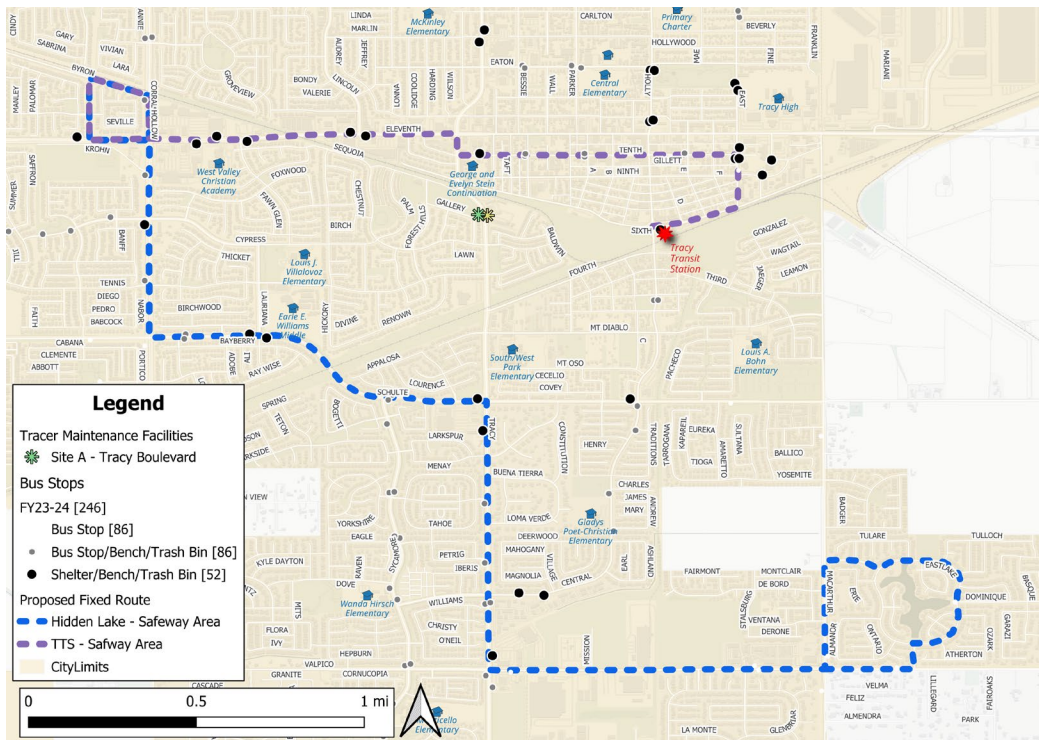


Figure 58. Proposed East-West Fixed Routes - South Tracy

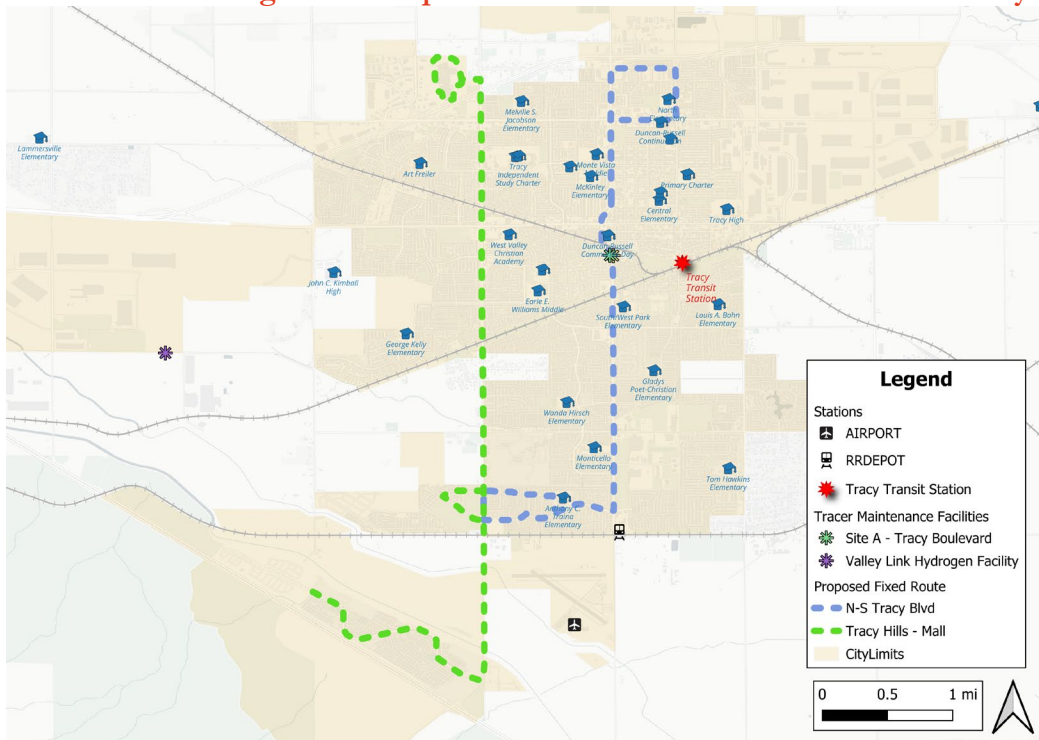


Figure 59. Proposed North-South Fixed Routes.



TRACY HILLS – MALL

This route would travel from the Tracy Hills neighborhood, north on Corral Hollow, to the West Valley Mall. This route would also serve the Ellis Hills area.

Table 32. Tracy Hills - Mall Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	70 min served by 1 bus	35 min served by 2 buses
Schedule Cycle	70 min	70 min
One-Way Route Length	9 miles	9 miles
To end Tracy Hills	2.2 mi	

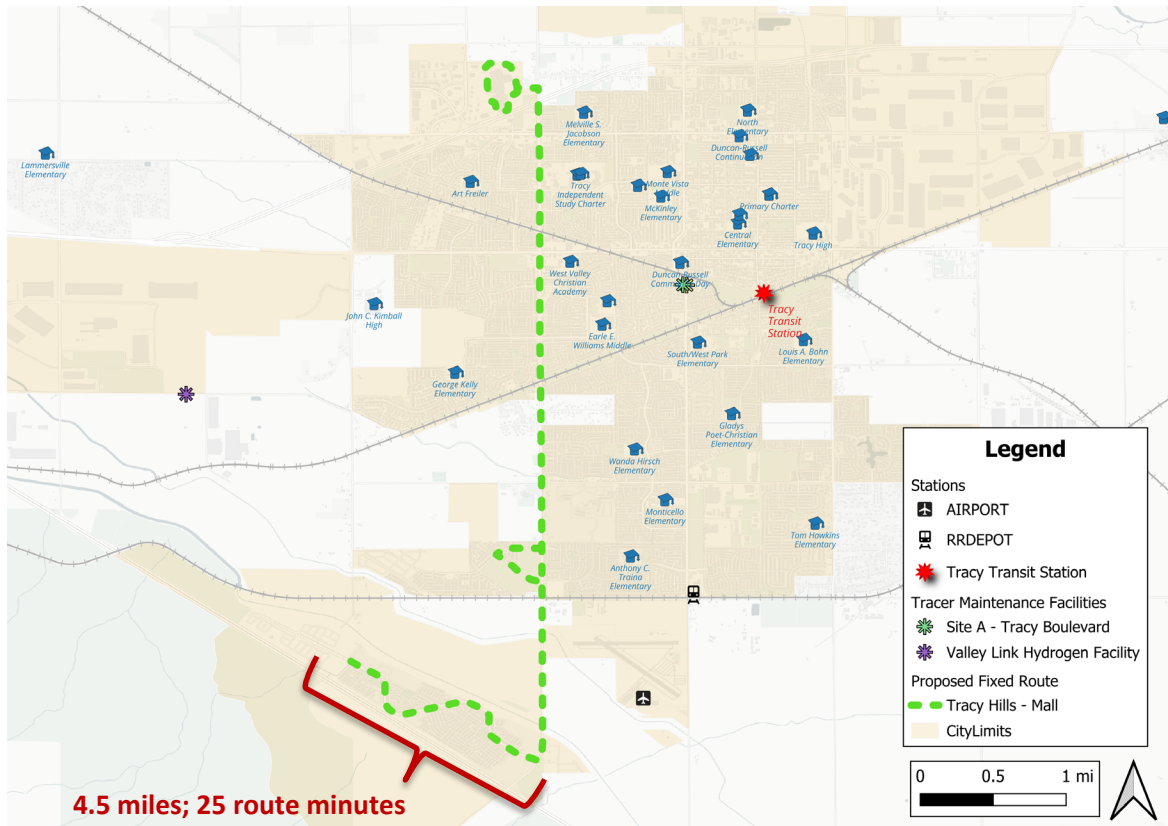


Figure 60. Proposed Tracy Hills - Mall Route

TRACY BLVD ROUTE

This route traverses Tracy Blvd from Clover Rd near the In-n-Out and New Indian Supermarket to just north of W Linne Road. The end of the line makes a loop across to Corral Hollow before continuing north on Tracy Blvd again. This route will also provide additional connection to the Amtrak bus stop located at Wendy's on Clover Rd.

Table 33. Tracy Blvd Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	45 min served by 1 bus	20 min served by 2 buses
Schedule Cycle	45 min	45 min
One-Way Route Length	8 miles	8 miles

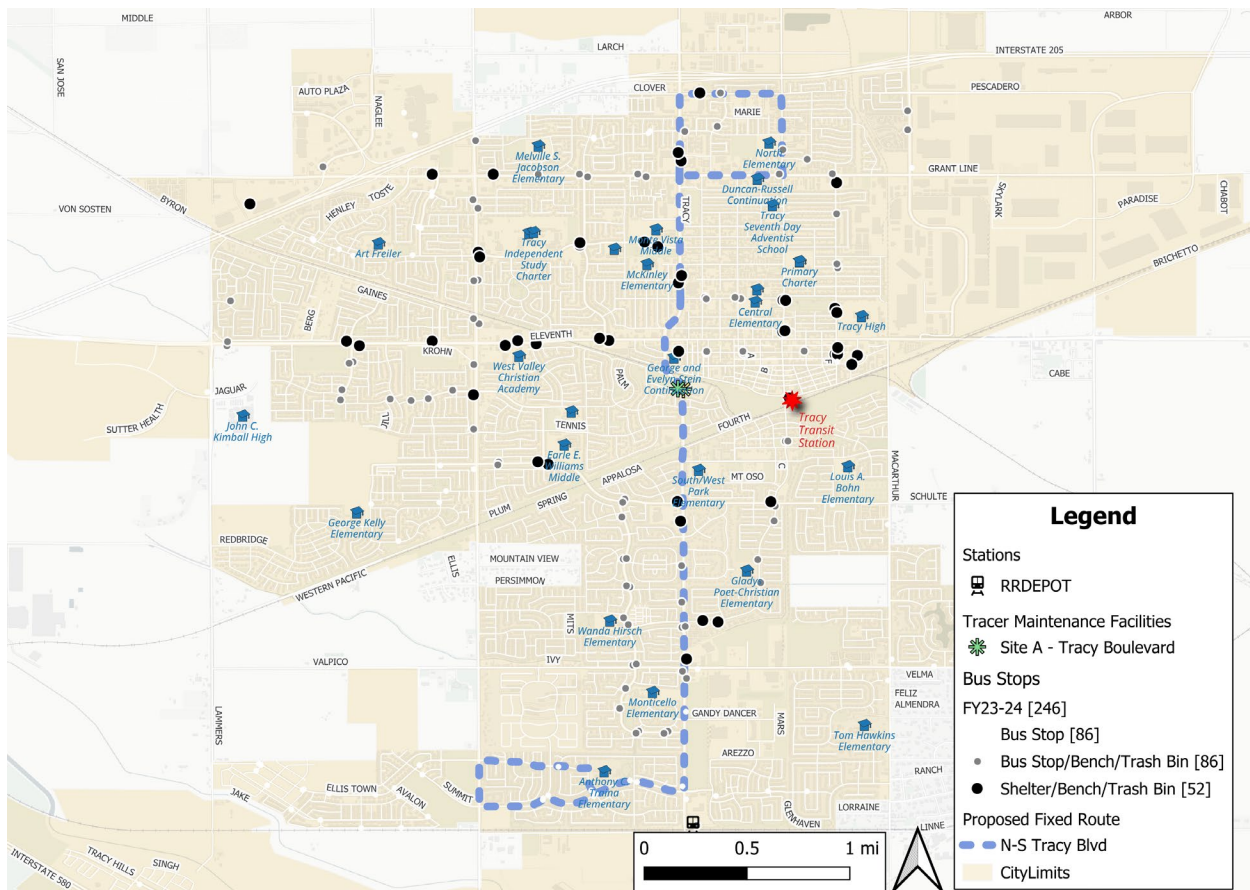


Figure 61. Proposed Tracy Blvd Route.

GRANT LINE – WEST VALLEY MALL ROUTE

The Grant Line – West Valley Mall Route starts at the Tracy Transit Station, goes north on East Street, turning left on Grant Line. The bus turns right on Tracy Blvd to pick up passengers at W Clover Rd, before looping back to Tracy Blvd and then continuing along Grant Line to the West Valley Mall.

Table 34. Grant Line - West Valley Mall Proposed Service.

	July 2025	July 2026
Proposed Service Hours	6:45 AM – 7:05 PM	6:45 AM – 7:05 PM
Proposed Frequency	22.5 min served by 2 buses	15 min served by 3 buses
Schedule Cycle	45 min	45 min
One-Way Route Length	5 miles	5 miles

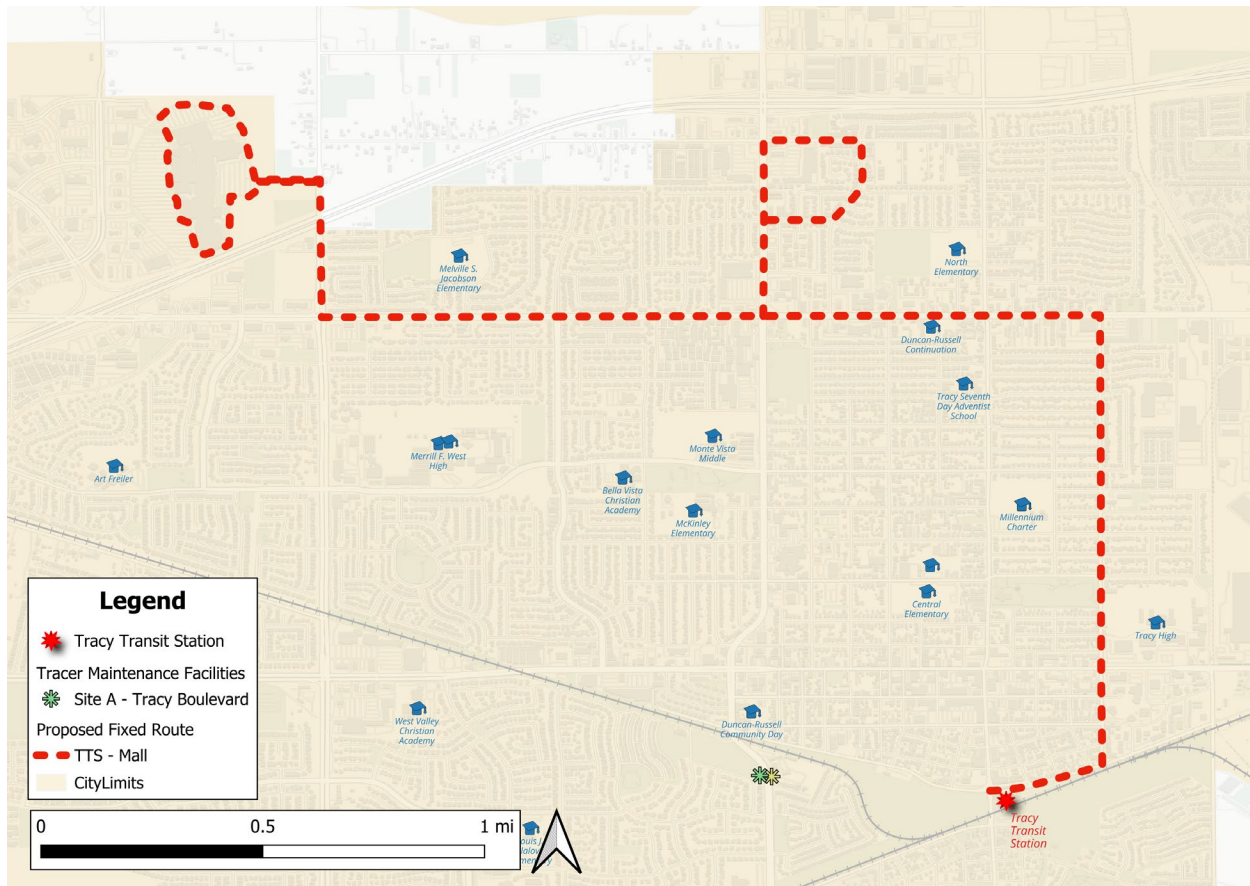


Figure 62. Proposed Grant Line - West Valley Mall Route.

TRANSIT STATION – WALMART ROUTE

The proposed Transit Station – Walmart route starts at the Tracy Transit Station, traversing to East Street, and making a left on East 11th Street, a right on Central Ave, a left on Eaton, a right on Tracy Blvd, a left on Lowell, a right on Corral Hollow, and a left on Grant Line Road, and then looping around the parking lot as Costco and Walmart. This loop goes past six schools and connects the Transit Station to the Walmart area.

Table 35. Transit Station - Walmart Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	25 min served by 2 buses	17 min served by 3 buses
Schedule Cycle	50 min	50 min
One-Way Route Length	5 miles	5 miles

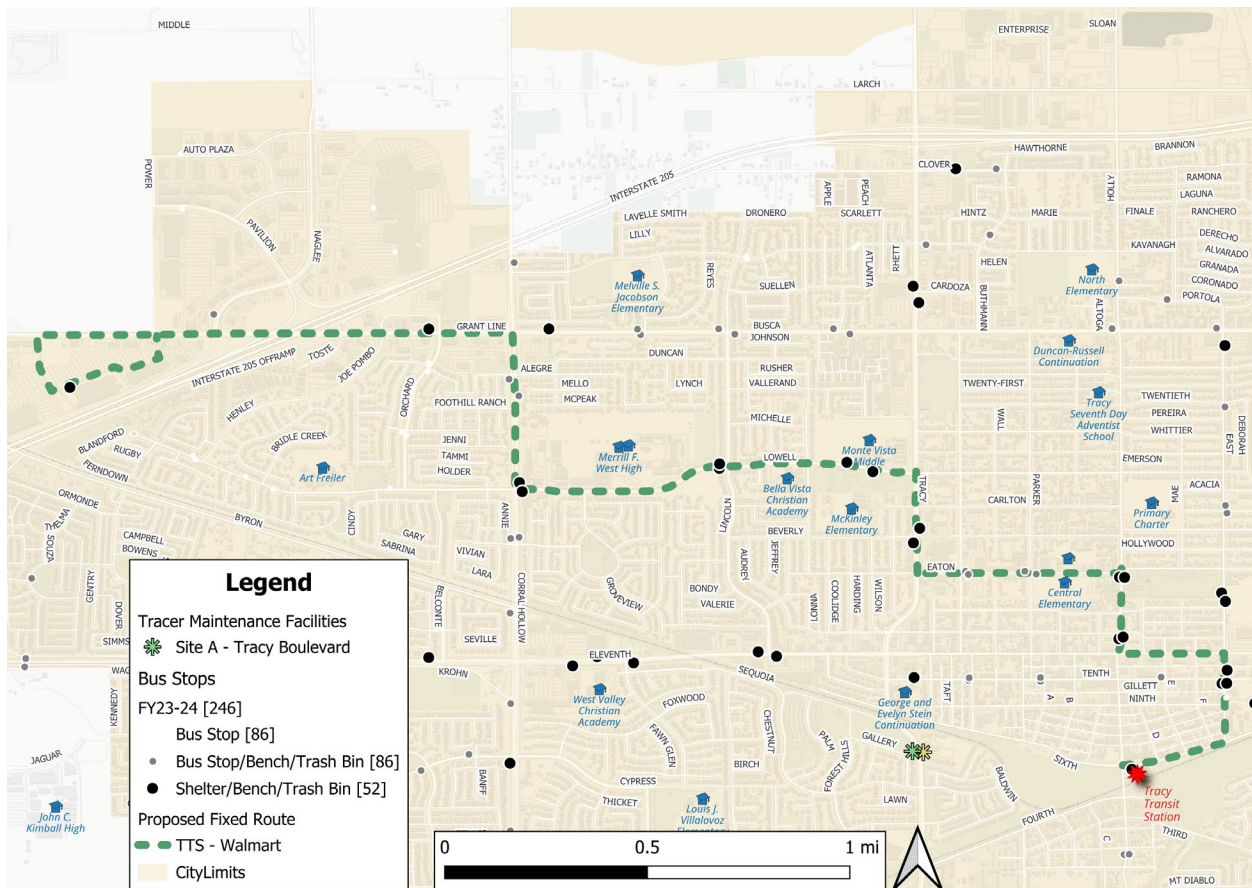


Figure 63. Proposed Transit Station – Walmart

TRANSIT STATION/11TH/SAFeway AREA ROUTE

This route connects the Tracy Transit Station to the Safeway area at Corral Hollow Road. This route leaves the transit station along E 6th St, making a left on East Street, and another left along 10th Street. At Tracy Blvd the bus turns right, and then the immediate left along 11th Street before making a loop along Belconte Dr, to Bryon, and back to 11th Street.

Table 36. Transit Station/11th/Safeway Area Proposed Service.

	July 2025	July 2026
Proposed Service Hours	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
Proposed Frequency	25 min served by 1 bus	12-15 min served by 2 buses
Schedule Cycle	25 min	25 min
One-Way Route Length	3 miles	3 miles

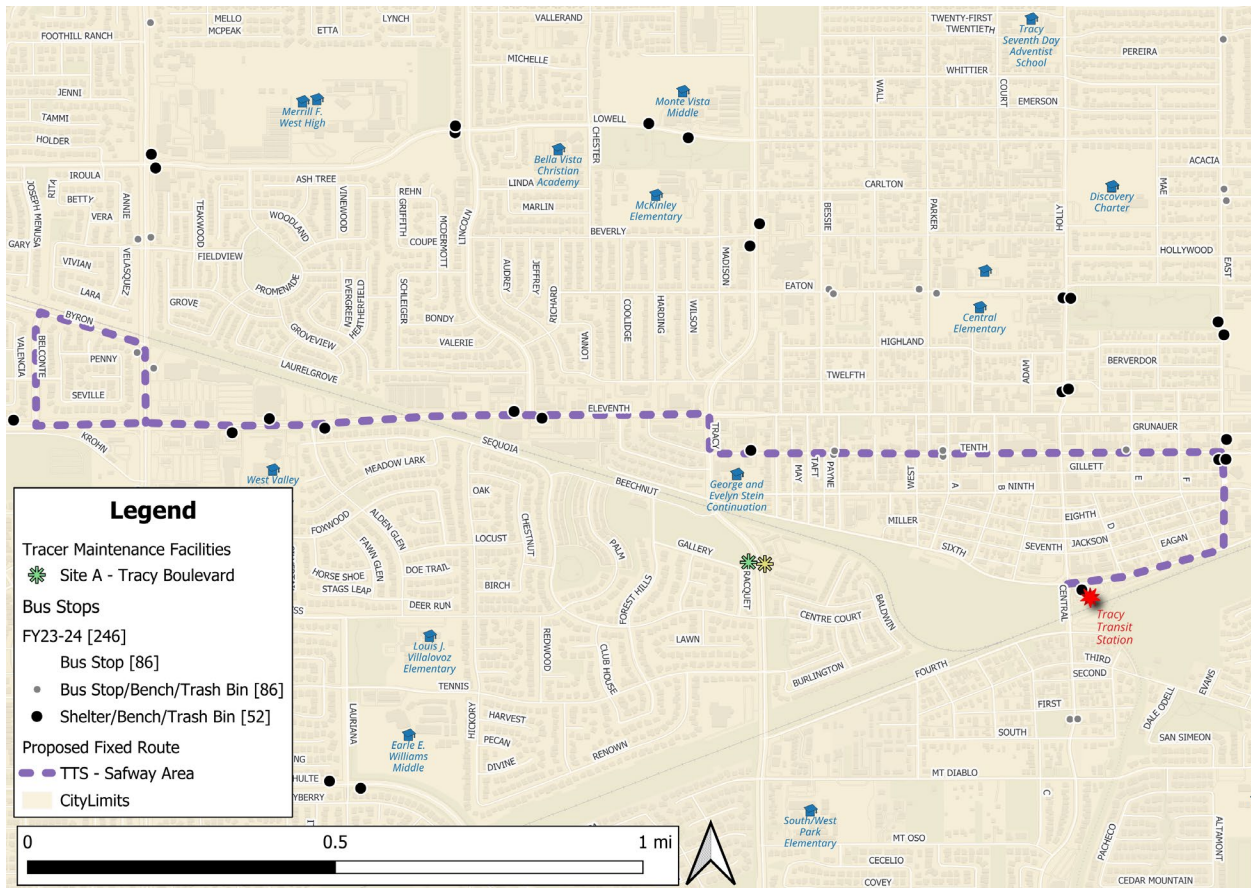


Figure 64. Transit Station/11th/Safeway Area Route.

HIDDEN LAKE – SAFEWAY ROUTE

This route traverses east to west from the hidden lake area towards Safeway, utilizing Valrico, Tracy Blvd, West Schulte, and Corral Hollow.

Table 37. Hidden Lake - Safeway Route Proposed Service.

	July 2026	July 2027
<i>Proposed Service Hours</i>	7:10 AM – 6:00 PM	7:10 AM – 6:00 PM
<i>Proposed Frequency</i>	35 min served by 1 bus	20 min served by 2 buses
<i>Schedule Cycle</i>	35 min	35 min
<i>One-Way Route Length</i>	6 miles	6 miles

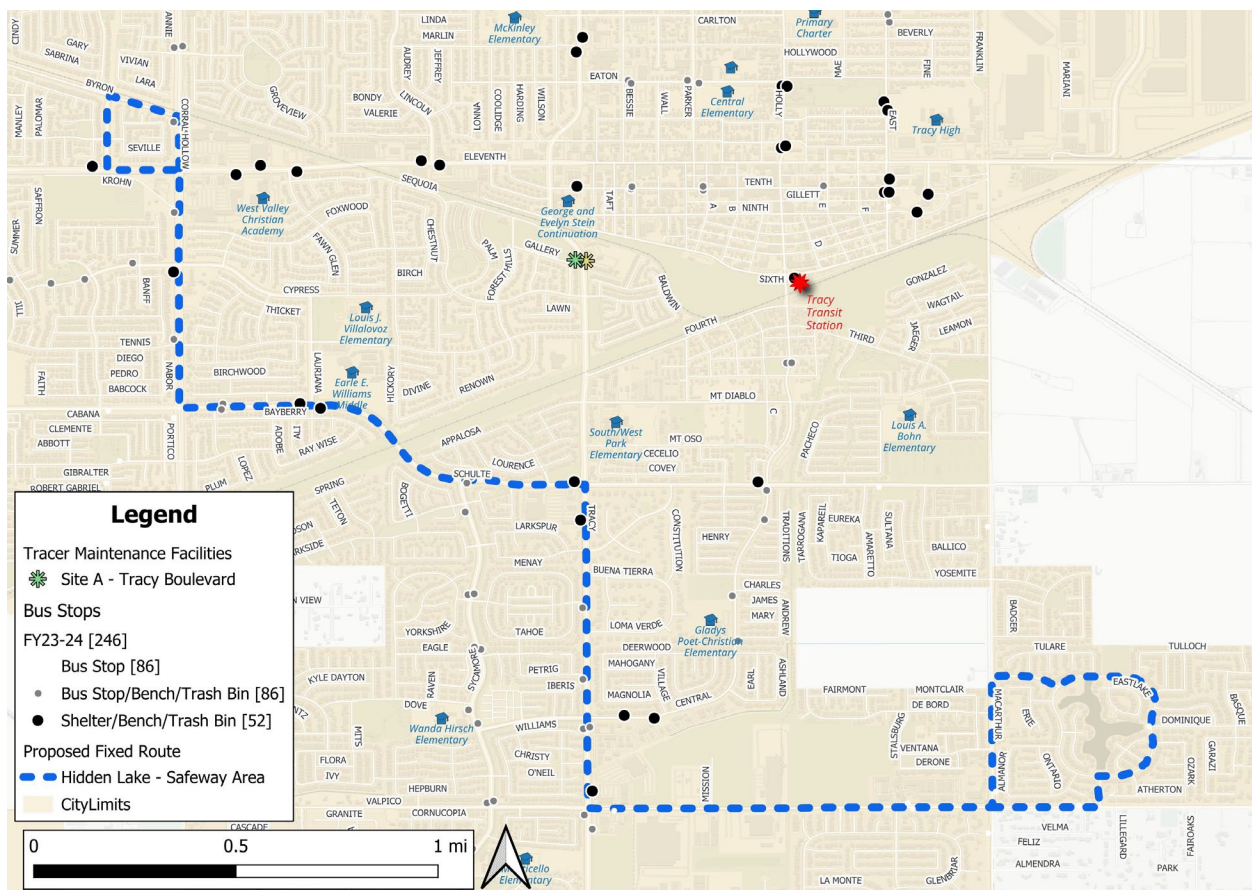


Figure 65. Hidden Lake - Safeway Route.

TRACY TRANSIT STATION – RALEY’S AREA SHUTTLE ROUTE

This shuttle goes from the Tracy Transit Station to the Raley’s Area via Central Avenue. This route ensures that patrons traveling on the North-South Tracy Blvd Route can go north to the Transit Station to transfer to east-west routes.

Table 38. Transit Station - Raley's Area Shuttle Proposed Service.

July 2026	
Proposed Service Hours	7:00 AM – 7:00 PM
Proposed Frequency	20 min served by 1 bus
Schedule Cycle	20 min
One-Way Route Length	3.5 miles

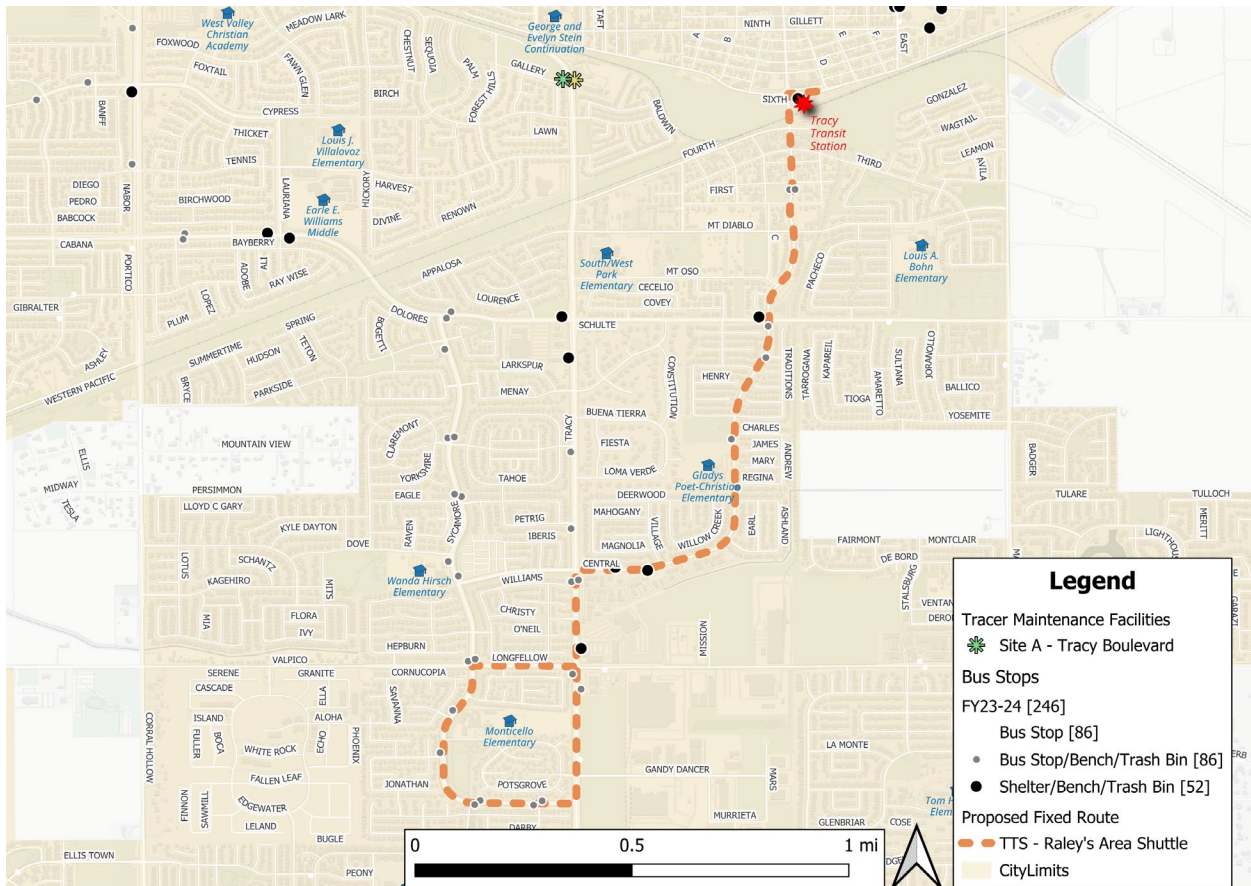


Figure 66. Proposed Transit Center - Raley's Shuttle Route.

MALL SHUTTLE ROUTE

The Mall Shuttle Route is designed to connect the West Valley Mall to the Costco/Walmart shopping area. The total loop is 4 miles. In the future, this shuttle will start and end at a future Mall Area Transit Hub.

Table 39. Mall Shuttle Route Proposed Service.

	July 2025	July 2026
<i>Proposed Service Hours</i>	7:00 AM – 7:00 PM	7:00 AM – 7:00 PM
<i>Proposed Frequency</i>	25 min served by 1 bus	15 min served by 2 buses
<i>Schedule Cycle</i>	25 min	25 min
<i>One-Way Route Length</i>	4 miles	4 miles

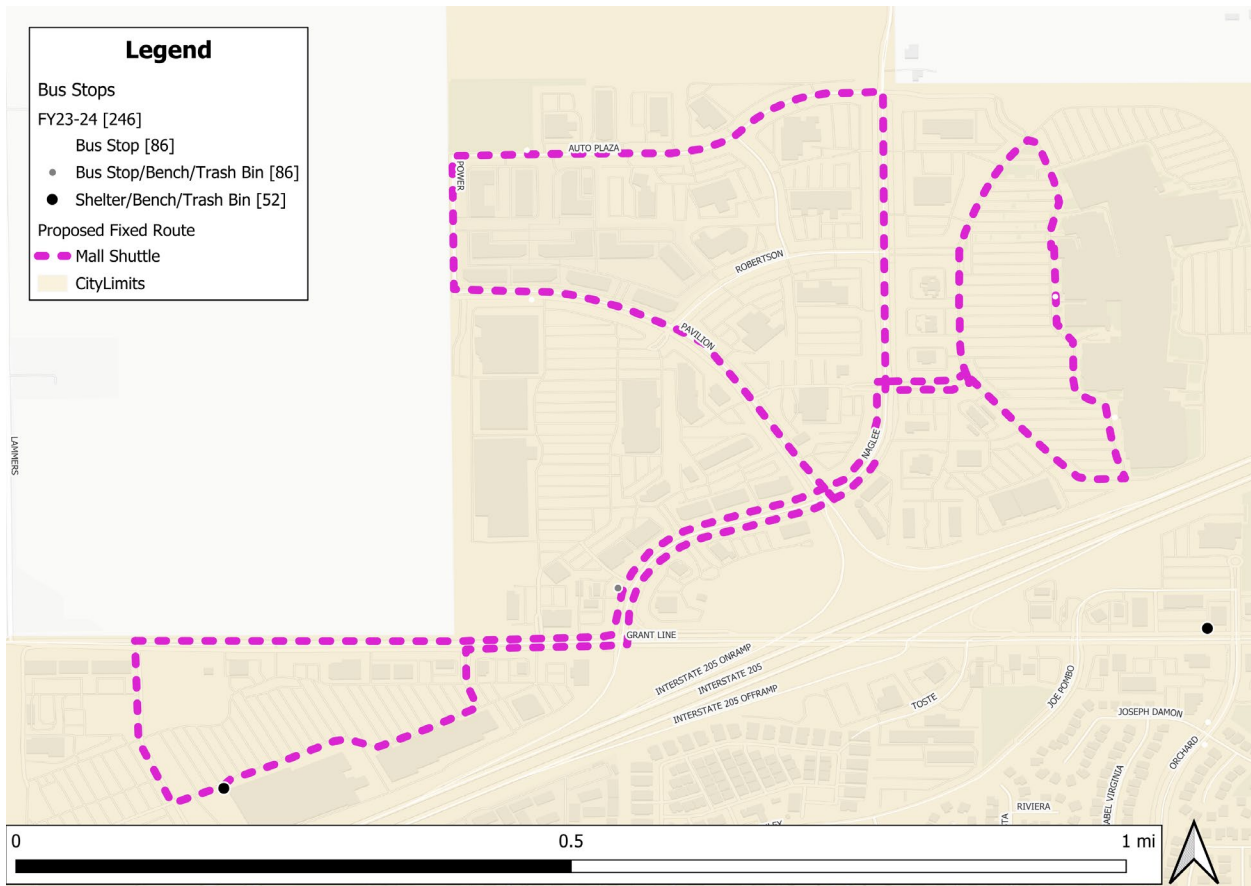


Figure 67. Proposed Mall Shuttle Route.

5.1.2 Commuter Routes

Commuter Routes E, F, G and H will remain at their service levels, as long as they continue to hit the goals, standards and objectives outlined in section 2.0. The one change will be to add 2 trips in the AM to Route G – currently it only has two trips in the PM.

Table 40. Proposed Operations for Commuter Routes.

Commuter Route	Service Hours	Proposed Frequency	Schedule Cycle	Route Length
E	7:35 AM – 8:30 AM 1:25 PM - 4:40 PM	1 trip AM / 3 trips PM served by 1 bus	55 min	27.5 miles
F	7:20 AM – 8:15 AM 2:30 PM - 4:50 PM	1 trip AM / 2 trips PM served by 1 bus	55 min	26 miles
G	7:00 AM – 8:40 AM 2:30 PM - 5:05 PM	2 trips AM/ 2 trips PM served by 1 bus	50 min	15 miles
H	7:50 AM – 8:50 AM 2:30 PM - 5:05 PM	1 trip AM/ 2 trips PM served by 1 bus	60 min	25 miles

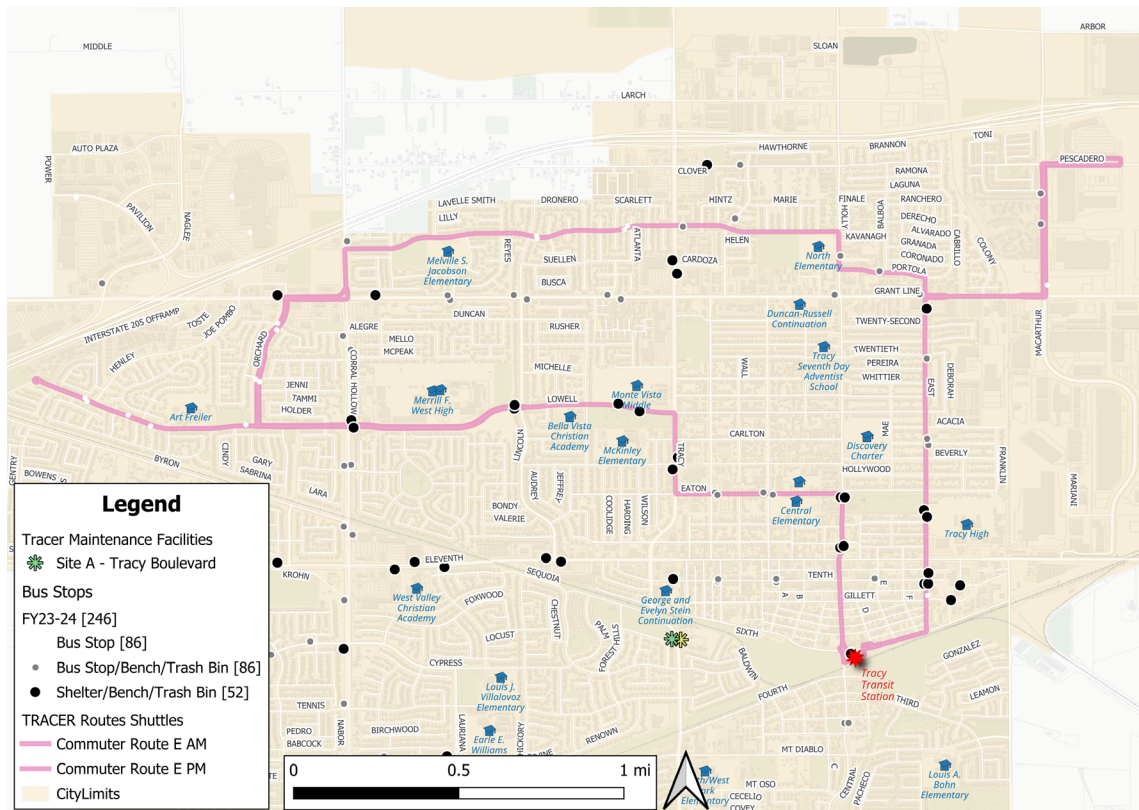


Figure 68. Commuter Route E.

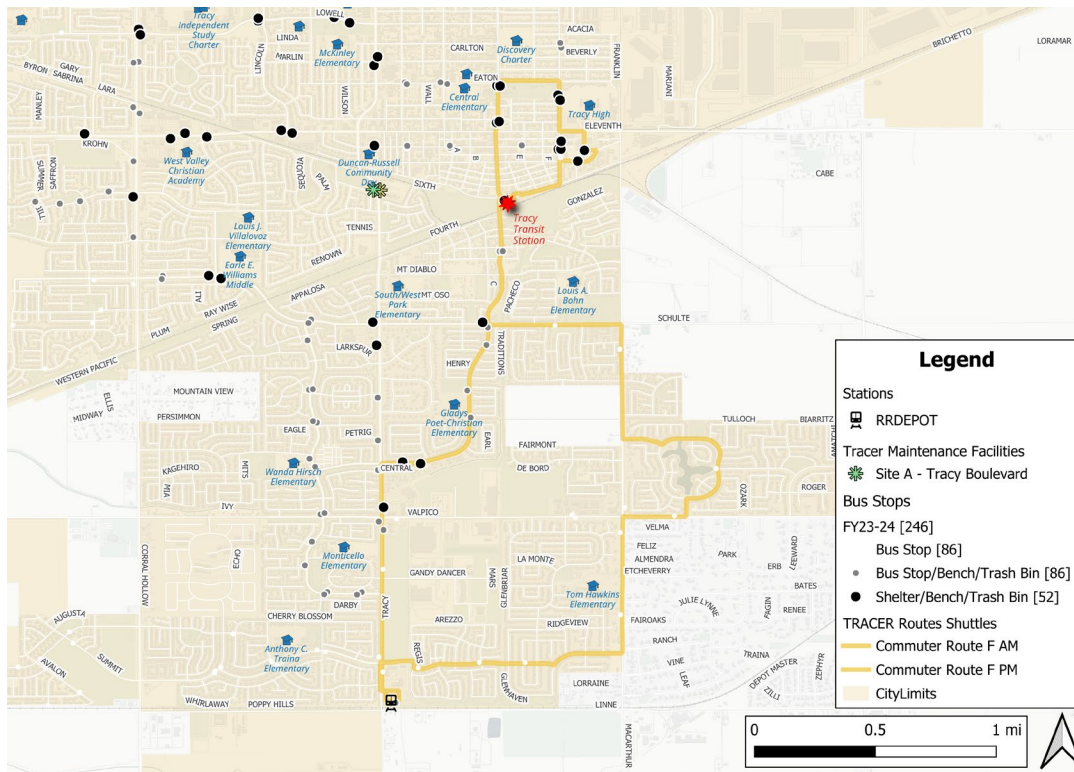


Figure 69. Commuter Route F.

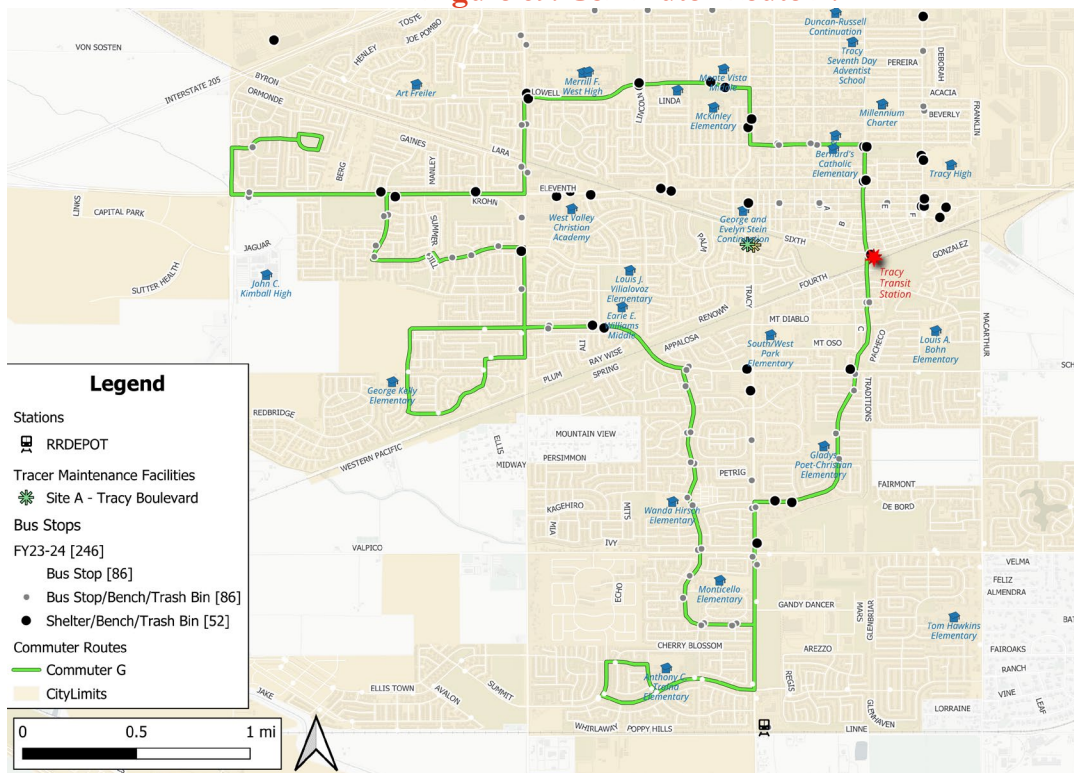


Figure 70. Commuter Route G.

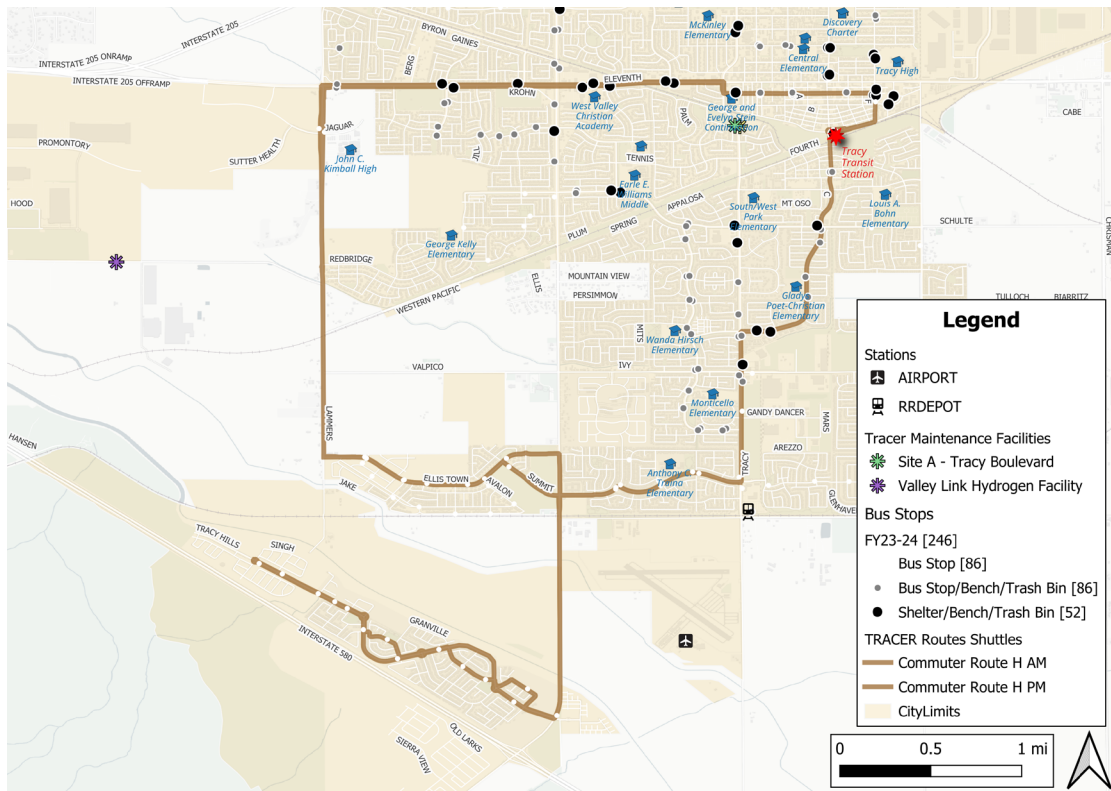


Figure 71. Commuter Route H.

5.1.3 On-Demand – TRACER Plus

Currently TRACER Plus operates during the hours shown in Table 38. The operation plan proposes to expand the hours of TRACER Plus reservation times from Monday to Friday so that there is a consistent end time every evening (11pm).

Table 41. Existing TRACER Plus Service Hours.

Existing Service Hours	AM	PM
Monday – Thursday	4:00 AM – 7:00 AM	6:30 PM – 10:00 PM
Friday	4:00 AM – 7:00 AM	6:30 PM – 11:00 PM
Saturday	6:00 AM – 9:00 AM	6:30 PM – 11:00 PM
Sunday	8:00 AM - 10:00 PM	

Table 42. Proposed TRACER Plus Service Hours.

Proposed Service Hours	AM	PM
Monday – Friday	4:00 AM – 7:00 AM	6:30 PM – 11:00 PM
Saturday	6:00 AM – 9:00 AM	6:30 PM – 11:00 PM
Sunday	8:00 AM - 10:00 PM	

Additionally, the TRACER Plus on-demand service will replace the ACE Shuttle but still allow all trips originating or ending at the ACE Train Station to be booked from 4:00 AM – 8:30 AM, and 4:30 PM – 8:45 PM. This can be accomplished by adding a geofence for the ACE Train Station up to 30min before and after the span of the train’s morning and evening schedules. Currently the ACE Trains have the following schedule:

- **AM Trains:** 4:41 AM; 6:06 AM; 7:11 AM; 8:03 AM
- **PM Trains:** 5:11 PM; 6:11 PM; 7:11 PM; 8:14 PM

The TRACER Plus on-demand service will also replace the Arbor Shuttle, but still allow all trips originating or ending at the Temporary Emergency Housing Shelter by adding a geofence for all trips originating or ending at the facility on 370 W. Arbor Avenue to be booked at any time during the day, from 4:00 AM – 11:00 PM.

Additionally, the TRACER Plus program would benefit from an investment in a marketing campaign to increase riders per hour and replacing the existing On-Demand Software & focusing on increased APP usage to book rides.

5.1.4 Paratransit

The TRACER Paratransit service mirrors the fixed route service hours. There are no proposed changes. Section 3.4.3 outlines the existing paratransit service.

5.1.5 Level of Service Planned

To accommodate the proposed routes, there will be an increase in the number of service hours needed for all the services that TRACER offers. Tables 43 and 44 illustrate those service hours and service miles needed to provide the service outlined in the preceding sections.

Table 43. Proposed Service Hours by Fiscal Year.

Proposed Service Hours	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
<i>Fixed Routes + Commuter Routes</i>	24,116	24,116	31,507	47,164	51,155	69,575	70,496
<i>TRACER Plus</i>	6,494	6,500	7,000	7,500	8,000	8,500	9,000
<i>Paratransit</i>	8,384	8,400	8,500	8,700	9,000	9,300	9,600

Table 44. Proposed Service Miles by Fiscal Year

Proposed Service Miles	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
<i>Fixed Routes</i>	352,436	591,282	641,016	913,018	924,070
<i>Commuter Routes</i>	82,365	82,365	82,365	82,365	82,365

5.1.6 Proposed Service Area

Below is the proposed service area that includes portions of the unincorporated county. This service area will allow for pickups to occur on the side of the street that is part of unincorporated county.

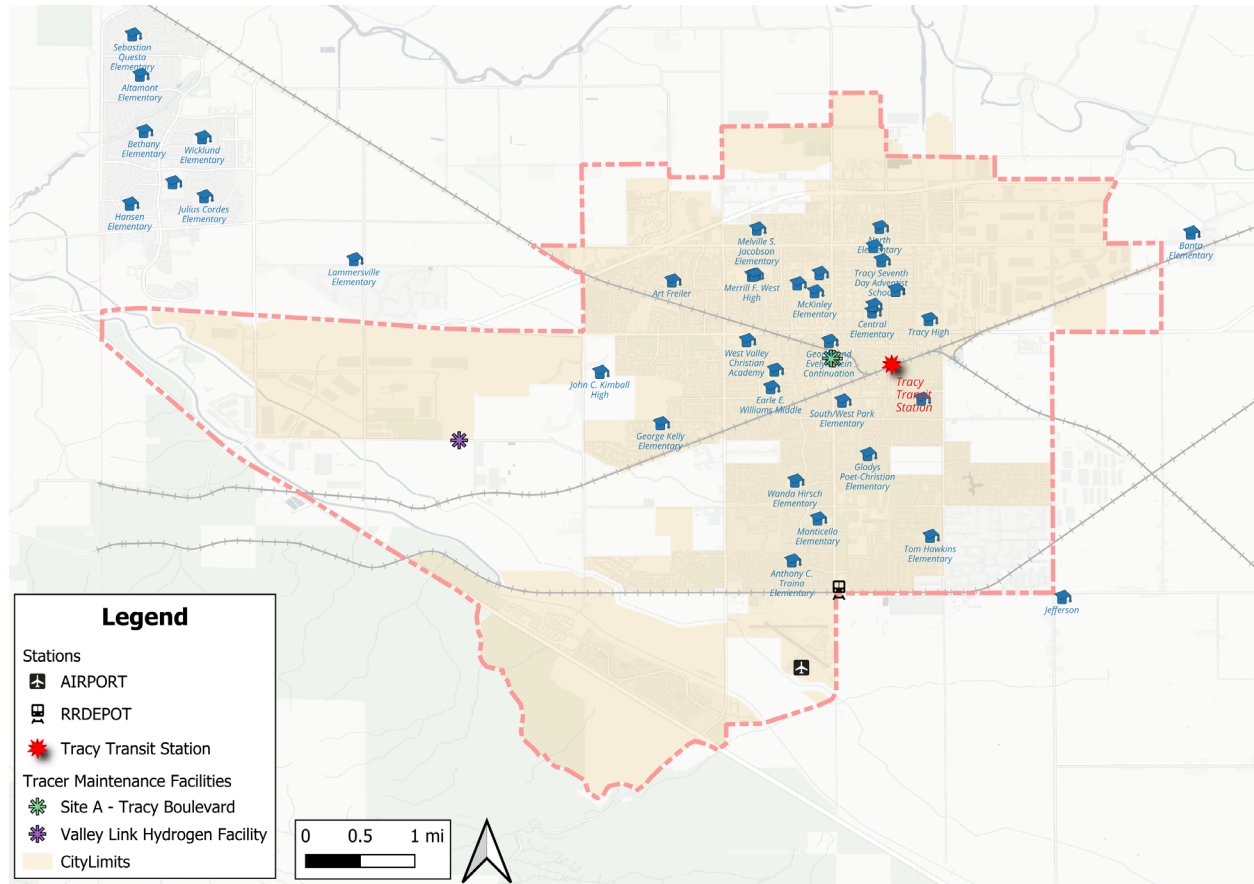


Figure 72. Proposed Service Area.

5.1.7 Phasing

This section outlines when the proposed route improvements will occur, and the subsequent improved service frequencies. Improvements will begin in July 2025 with the start of FY25/26. During the first two fiscal years, the routes outlined in the operations plan are launched, and additional buses are utilized to increase frequency on specific routes. Procurement of buses is factored into this schedule. Additionally, we see the beginning of capital project planning. This includes the new bus maintenance

facility, mall transfer facility, Tracy's Mobility Hub, stop relocations, stop improvements, real-time signage, and On-Demand Software.

Table 45. Operations Plan Implementation by Fiscal Year.

Year	Fiscal Year	Operations Plan Activities
Year 1	FY25/26	Route implementation; Service frequency increases; capital project planning
Year 2	FY26/27	Route implementation; Service frequency increases; capital project planning
Year 3	FY27/28	Service frequency increases, capital project planning
Year 4	FY28/29	Service frequency increases, capital project planning
Year 5	FY29/30	Service frequency increases, capital project planning
Years 6-10	FY30/31— FY34/35	Capital project implementation

Table 46. Proposed Route Phasing.

Route	Phase 1: July 2025 (FY25/26)	Phase 2: July 2026 (FY26/27)	Phase 3: July 2027 (FY27/28)	Phase 4: July 2028 (FY28/29) & beyond
A (TTS to Mall)	Route A stays the same.	Modify Route A to the new TTS to Mall route.	Add vehicle to route.	Add vehicle to route.
B (TTS to Walmart Route)	Route B stays the same.	Modify Route B to the new TTS to Walmart Route.	Add vehicle to route.	Add vehicle to route.
C (Hidden Lake - Safeway Area)	Route C stays the same.	Modify Route C to the new Hidden Lake to Safeway Area route.		Add vehicle to route.
D	Eliminate D Route. To be replaced by G Route AM.			
Tracy Hills to Mall (Corral Hollow N-S)	Start the Corral Hollow N-S route, do not include going into Ellis subdivision. (90 min w/ Ellis).	Add bus to Corral Hollow N-S route, and potentially add Ellis segment, depending on ridership levels.		Add vehicle to route.
Tracy Blvd Route	Start the Tracy Blvd N-S route.	Add vehicle to route.		Add vehicle to route.
TTS to Safeway Area		Start TTS to Safeway Area Route.		Add vehicle to route.
E	E, F and H routes stay the same.			
F				
G	G Route adds AM Trips.			
H				
ACE Shuttle	Eliminate ACE Shuttle. See TRACER Plus.			
Arbor Shuttle	Eliminate Arbor Shuttle. See TRACER Plus.			
South Tracy Shuttle	Eliminate South Tracy Shuttle. See TRACER Plus.			
Mall Shuttle		Start the Mall Shuttle.	Add vehicle to route.	Add vehicle to route.
TTS to Raley's		Start TTS to Raley's Shuttle.		
TRACER Plus	Expand hours to 11pm, 7 days a week. Geofence 370 W. Arbor Avenue and the ACE Station.	Saturday Hours Expansion/Hour expansion in general.	Increase Vehicles based on service level metrics (riders/trip; wait time/passenger).	Increase Vehicles based on service level metrics.
Paratransit	No changes, mirrors fixed route service hours.			

Table 47. Proposed bus needs and frequency by route.

Route	Existing (FY24/25)		July 2025 (FY25/26)		July 2026 (FY26/27)		July 2027 (FY27/28)		July 2028 (FY28/29)		July 2029 (FY29/30)			
	Existing Route Cycle (min)	Future Route Cycle (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)	Peak Service Vehicles	Peak Freq. (min)		
A (TTS to Mall)	60	45	2	30	2	23	3	15	3	15	4	12	4	12
B (TTS to Walmart Route)	60	50	2	30	2	25	3	17	3	17	4	13	4	13
C (Hidden Lake - Safeway Area)	60	35	1	60	1	35	2	18	2	18	3	12	3	12
D	65		2	40	(removed)									
Tracy Hills to Mall		70			1	70	1	70	2	45	2	45	3	
Tracy Blvd Route		45			1	45	2	23	2	23	3	15	3	15
TTS to Safeway Area							2	12-15	2	12-15	3	10	3	10
ACE Shuttle	50		1	3 trips AM / 3 trips PM	(removed)									
Arbor Shuttle	25		1	2 trips AM / 2 trips PM	(removed)									
South Tracy Shuttle	74		1	1 trip AM / 2 trips PM	(removed)									
Mall Shuttle		25			1	25	2	13-15	2	13-15	3	9	3	9
TTS to Raley's		20					1	20	1	20	2	10	2	10
Average Headway				40		33		23		19		18		16

Table 48. Commuter Route bus needs and frequency by route.

Route	Existing Route Cycle (min)	Future Route Cycle (min)	Existing (FY24/25)		July 2025 (FY25/26)		July 2026 (FY26/27)		July 2027 (FY27/28)		July 2028 (FY28/29)		July 2029 (FY29/30)	
			Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.	Peak Service Vehicles	Peak Freq.
E	55	55	1	1trip AM / 3 trips PM	1	1trip AM / 3 trips PM	1	1trip AM / 3 trips PM	1	1trip AM / 3 trips PM	1	1trip AM / 3 trips PM	1	1trip AM / 3 trips PM
F	55	55	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM
G	50	50	1	2 trips PM Only	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM	1	2 trips AM/ 2 trips PM
H	60	60	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM	1	1 trip AM / 2 trips PM

Table 49. Peak Service Vehicle Requirements by Fiscal Year.

Vehicle Requirements:	Existing FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Peak Period Buses	11	11	17	18	23	24
Peak Period Shuttles	3	1	3	3	4	4
TRACER Plus	4	5	5	6	6	7
Paratransit	4	4	4	4	4	4
TOTAL	22	21	29	31	27	39

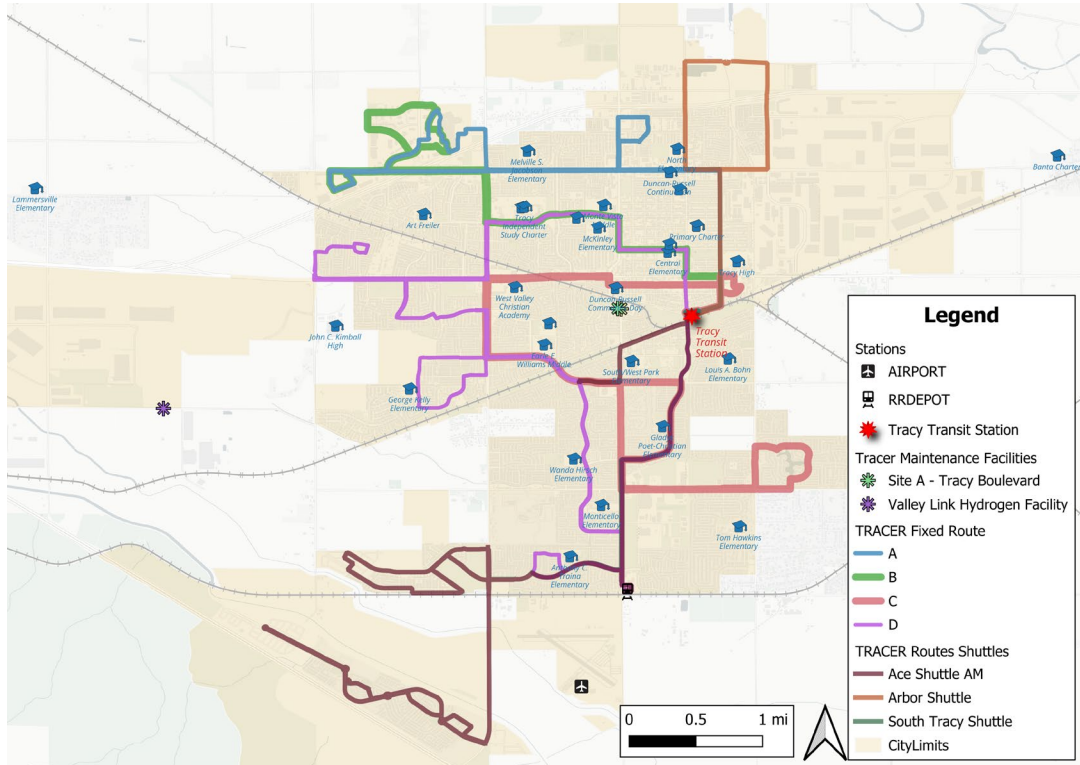


Figure 73. FY24/25 Existing Fixed Route & Shuttles.

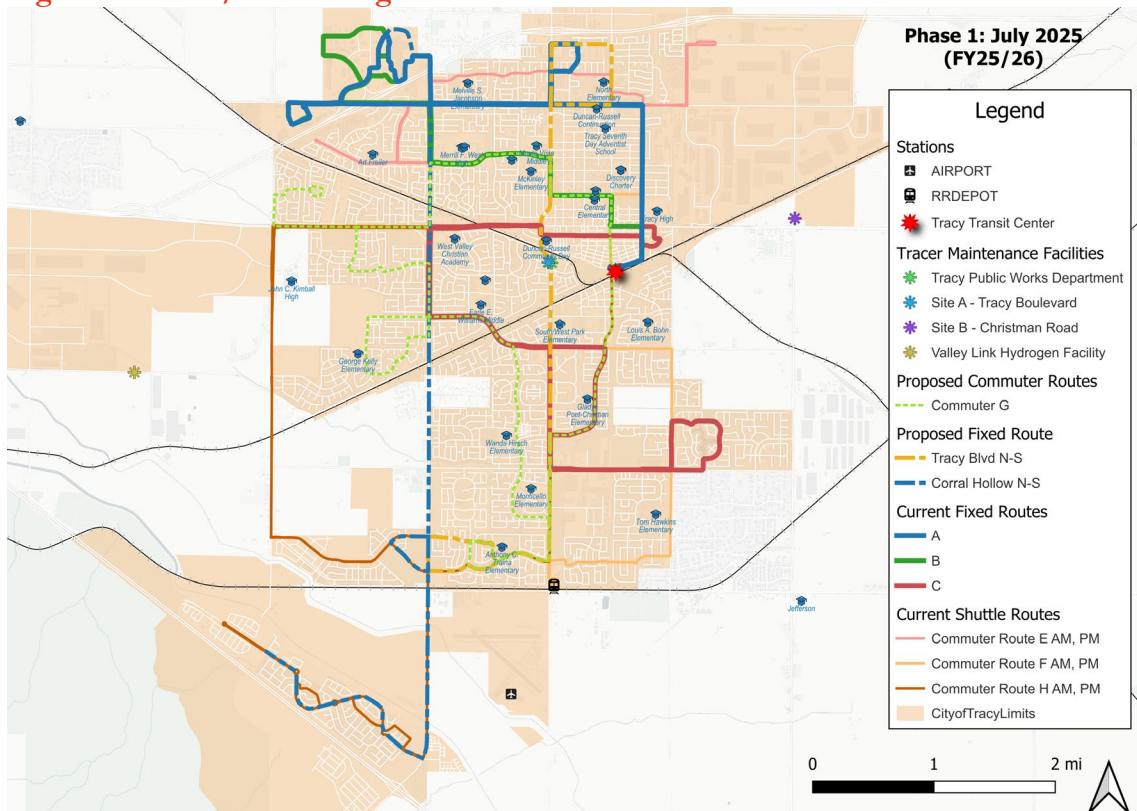


Figure 74. Phase 1: July 1, 2025, Implementation.

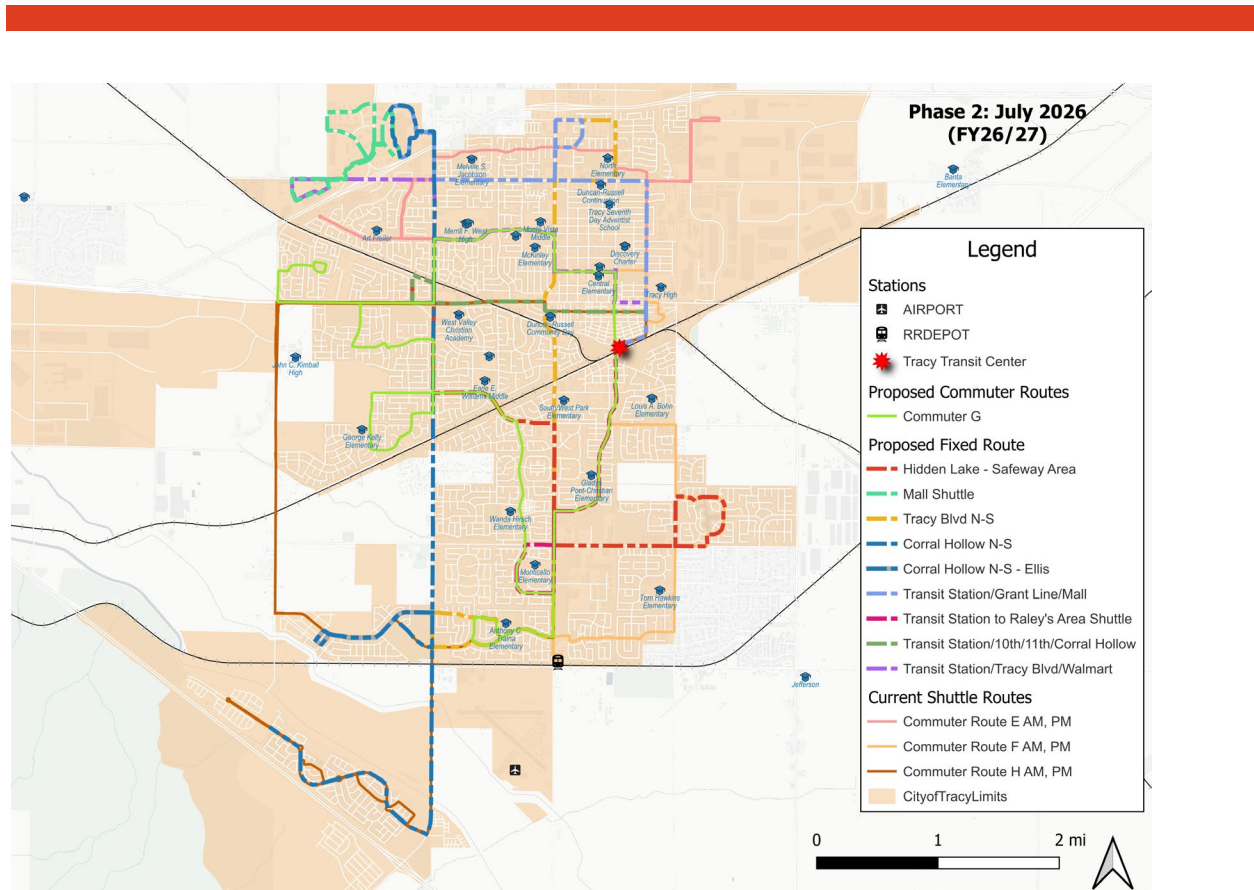


Figure 75. Phase 2: July 1, 2026, Implementation.

CAPITAL PLANNING PROJECTS & FUTURE CONSIDERATIONS

In addition to the future service planning and associated capital and maintenance needs to operate the TRACER system, there are a couple of programs underway that need to be considered. These are outlined below and should be referenced in a future Short Range Transit Plan.

Zero Emission Bus (ZEB) Transition

In 2020, the California Air Resources Board released the “Zero-Emission Bus Rollout Plan guidance for Transit Agencies”. This guidance followed the Innovative Clean Transit (ICT) regulation that became effective October 1, 2019. The ICT regulation applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds. It covers standard, articulated, over-the-road, double decker, and cutaway buses. The ICT regulation requires a percentage of new bus purchases to be zero emission buses (ZEBs). The ZEB percentage increases gradually with time. The ZEB purchase requirements begin in 2023 and 2026 for large and small transit agencies, respectively. Starting 2029, 100 percent of all transit agencies’ new bus purchases must be ZEBs, with a goal of complete transition to ZEBs (all buses in each transit agency’s fleet to be ZEBs) by 2040. The City of Tracy is considered a small transit agency. The capital planning section of this plan will discuss vehicle procurement and the development of a maintenance facility that can accommodate zero emission buses,

as known to date. However, there are considerations and planning for the full fleet transition beyond FY29/30 that will need to be developed in the next SRTP.

SJCOG Mobility Hub Study

The San Joaquin Council of Governments is currently undertaking a study to place mobility hubs in strategic locations around the county to increase connectivity. A mobility hub is a central location that integrates various modes of transportation to facilitate seamless and efficient travel for individuals. These typically include a combination of public transit services (such as buses, trains, or shuttles), shared mobility options (like bikes, scooters, and carsharing services), and supportive infrastructure (such as parking, charging stations for electric vehicles, and facilities for pedestrians and cyclists). This study recommends at least one location for a mobility hub in the City of Tracy. Updates to this study can be found on the SJCOG website.

Valley Link

The Valley Link project is a proposed 26-mile-long commuter rail service in Northern California, which seeks to connect the rapid transit Bay Area Rapid Transit (BART) system in the San Francisco Bay Area with the northern San Joaquin Valley via the Tri-Valley region. Valley Link seeks to extend rail service east from the Dublin/Pleasanton BART station into the northern San Joaquin Valley over Altamont Pass, to the Mountain House Community, and in future phases to Lathrop, with an infill station in Downtown Tracy.

While no official location for a station in Tracy has been selected, according to the April 2021 FEIR, the Downtown Tracy Station would be constructed at the existing Tracy Transit Station at 50 East Sixth Street in downtown Tracy on an 8.7-acre site (7.2 acres of UPRR property and 1.1 acres of City of Tracy property). Valley Link does not propose any new bus bays as part of the Downtown Tracy Station. Improvements that would be constructed as part of the Downtown Tracy Station include (see figure 78).

- A 400-foot-long by 20-foot-wide at-grade double-track Valley Link station platform.
- Expansion of the existing surface parking lot plus the construction of a surface parking lot at the southwest corner of the North Central Avenue/West Sixth Street intersection providing approximately 800 parking spaces for a net increase of up to approximately 685 parking spaces
- At-grade pedestrian crossings (including crossing gates, warning lights, and signals) on both ends of the platform across the Valley Link tracks, including stairs and ADA-compliant ramps to access the platform.
- Improvements to the existing North Central Avenue at-grade crossing, including concrete crossing panels for the existing and new track, signal house, a railroad signal guard and gate on both sides of the crossing, and stop bar pavement striping.
- Realignment of a portion of the existing UPRR tracks east of the proposed parking lot expansion.

Additionally, as stated in the December 2020 DEIR, Valley Link will build a Tracy Operation and Maintenance Facility (OMF) to support train layovers, storage, maintenance, and operation associated

with the proposed project. This new OMF would be constructed on an approximately 200-acre City of Tracy–owned property along West Schulte Road just west of the Owens-Brockway Glass Container plant (see figure 77). All vehicle storage and maintenance activities would take place at the proposed Tracy OMF. The Tracy OMF would also handle disposal of Project-related hazardous wastes.

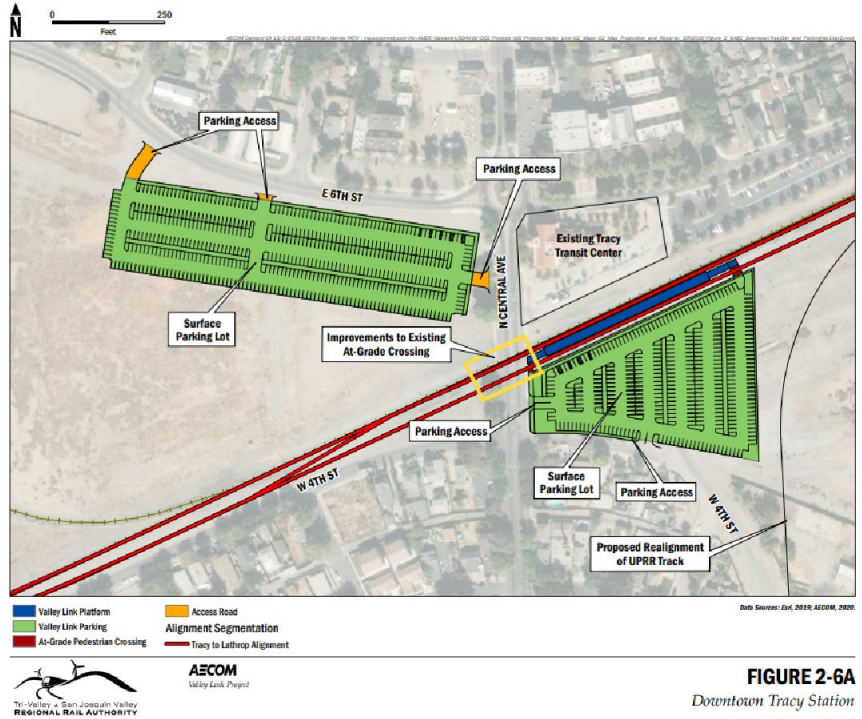


Figure 76. Proposed Downtown Tracy Valley Link Station.

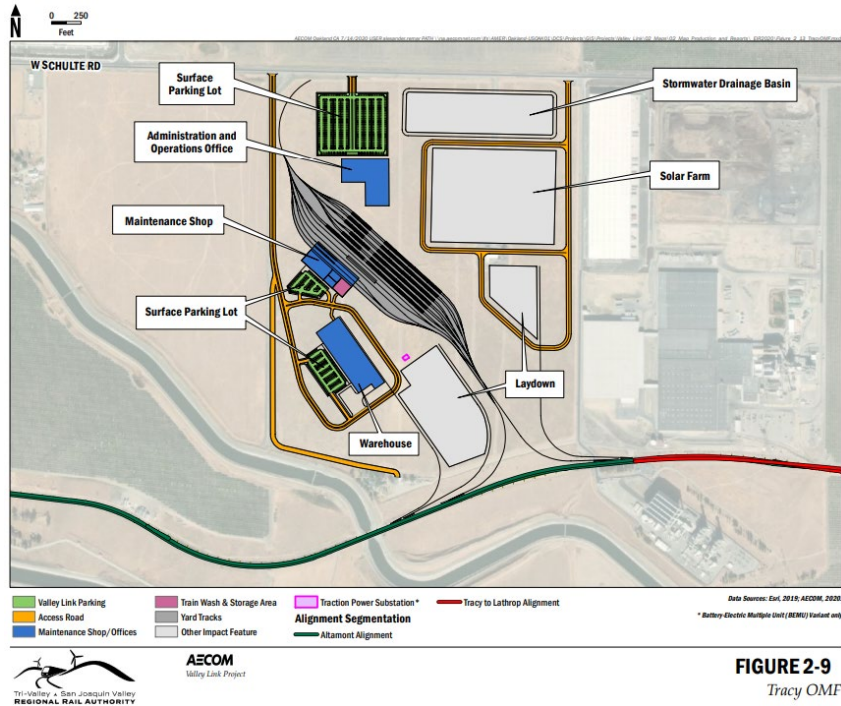


FIGURE 2-9
Tracy OMF

Figure 77. Proposed Valley Link Tracy OMF Site Plan.

5.2 Operations Budget

The Operations Budget shows the sustainability of the proposed transit service levels throughout the five-year planning period. This section details forecasted expenses, revenues, and fare policies. All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated.

5.2.1 Expenses

The SRTP budget begins with the “baseline” level of service, or existing level of service in FY24/25. From there we look at the increases in service hours and vehicle demands to better understand the forecasted expenses during the five-year planning period. The following table shows the forecasted increase in revenue hours over the life of the SRTP.

Table 50. Forecasted Revenue Hours by Mode.

	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Fixed Routes + Commuter Routes	24,116	24,116	31,507	47,164	51,155	51,155	51,155
TRACER Plus	6,494	6,500	7,000	7,500	8,000	8,000	8,000
Paratransit	8,384	8,400	8,500	8,700	9,000	9,000	9,000

Table 51. Forecasted Annual Expenditures.

	TOTAL	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Operating Expenses	\$36,572,399	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911
Capital Cost of Contracting	\$13,361,337	\$1,920,297	\$2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123

Capital Costs are discussed in depth in the following section 5.0, Capital Improvement Program.

5.2.2 Revenues

LOCAL & REGIONAL REVENUE SOURCES

Farebox Revenue

Farebox Revenue is the revenue collected from TRACER Fares. Generally, this accounts for approximately 1% of total revenues used by TRACER.

Measure K

Measure K is San Joaquin County’s half-cent sales tax that was initially approved in 1990 for a 20-year period, and then in 2006 for an additional 30 years. Measure K is estimated to deliver \$2.552 billion of transportation improvements in the county by 2041 for freeways, streets and roads, public transportation networks, pedestrian, and bicycle friendly programs.

The Measure K 2024 Ordinance and Expenditure Plan¹³ allocates 30% or approximately \$756 million to Passenger Rail, Bus and Bicycles, and specifically 49% of that, or \$370 million for bus transit. Expenses for capital such as vehicles and operations are eligible. Funding is to be used for bus programs to promote peak hour, commute service as well as bus services for the elderly and persons with disabilities. These funds can be used for park and ride lots, express bus service, greater frequencies on existing peak hour routes, trip reduction programs to new employment centers and service to other counties. The intent is to use Measure K sales tax revenue to match and supplement state and federal funds. The TRACER transit program is eligible to apply for funding provided that, none of their Transportation Development Act (TDA) local transportation funding (LTF) is claimed or reclaimed under Public Utilities Code, Chapter 4, Article 8, Section 99400a for local streets and roads purposes, excluding pedestrian and bicycle facilities. To date TRACER has not applied for these funds but expects to start claiming them throughout the life of this SRTP.

STATE REVENUE SOURCES

The majority of state-administered funding for transit services in California comes from fuel taxes that flow into the State Transit Assistance (STA) fund through the Public Transportation Account.

Transportation Development Act (TDA)

The California Transportation Development Act (TDA) provides funding to support public transportation and related infrastructure in the state. Established in 1971, the TDA primarily sources its

¹³ <https://www.sjocog.org/DocumentCenter/View/9659/2024-MK-Ordinance-and-Expenditure-Plan-PDF?bidId=>

funding from a quarter-cent sales tax collected statewide. Under TDA, there are two different funding sources – Local Transportation Fund (LTF) and State Transit Assistance (STA) that are derived through different formula allocations. The LTF portion of TDA is allocated by the State Board of Equalization to county governments, based on the sales tax collected in each county, while the STA funds are allocated through a more complicated process. STA funds are initially allocated by the State Legislature to the State Controller’s Office, who then appropriate the funds to Regional Transportation Planning Agencies (RTPAs) across the state. Fifty percent of STA funds are allocated based on population, while the other 50% of funds are allocated based on the RTPA’s previous year’s revenues.

Money generated by the LTF and STA can go toward a wide variety of transportation programs, according to the law. These include pedestrians, bicycles, bus, rail, community transit, and public transit projects and services. For counties with populations under 500,000, LTF funds may be used for local street and road construction and maintenance as well if there are no unmet transit needs.

Senate Bill 1 – State of Good Repair (SGR)

SB 1, The Road Repair and Accountability Act of 2017, provided a significant, stable, and ongoing increase in state transportation funding. SB 1 is composed of a series of measures and revenue enhancements such as increases in diesel and gasoline excise and sales taxes and vehicle registration fees. SB 1 encompasses the State of Good Repair (SGR) Program, which is projected to provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of the Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. In addition, the SGR Program is one of two programs that allocate SB 1 funds to transit agencies through the STA formula.

Transit and InterCity Rail Program (TIRCP)

TIRCP is a competitive grant program administered by Caltrans and the California State Transportation Agency (CalSTA). As part of SB 125 (Chapter 54 Statutes of 2023) \$4 billion in General Fund dollars are to be distributed through TIRCP to regional transportation planning agencies for operations or capital improvements.

Zero Emission Transit Capital Program (ZETCP)

The Zero Emission Transit Capital Program (ZETCP) is focused on funding the transition to zero-emission transit buses and infrastructure. It was created as part of SB 125 and aims to support the development and deployment of clean technologies in public transit, helping to reduce greenhouse gas emissions and improve air quality across the state. The California State Transportation Agency (CalSTA) operates this program.

ZETCP funds can be used for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure. Funds may also be used to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership. These funds are allocated directly to SJCOG pursuant to a population-based formula and another formula based on transit operator revenues within the San Joaquin County. SJCOG has the discretion to suballocate or distribute funds within San Joaquin County based on local needs, existing procedures, policies, or priorities. A table showing the distributions to each RTPA can be found in the SB 125 guidelines on the CalSTA website.

Low Carbon Transit Operations Program (LCTOP)

The California Air Resources Board (CARB) issues competitive grant solicitations for the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments pursuant to Assembly Bill 118. Each fiscal year, CARB must submit a proposed funding plan to its Board for approval. The funding plan serves as the blueprint for expanding the AQIP funds appropriated to CARB in the state budget.

A component of the Cap-and-Trade Program is the Low Carbon Transit Operations Program (LCTOP), which was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with an emphasis on serving disadvantaged communities. Approved projects in LCTOP support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project intended to reduce greenhouse gas emissions. SB 862 continuously appropriates 5% of the annual auction proceeds in the Greenhouse Gas Reduction Fund for LCTOP.

The City of Tracy has been using LCTOP funds to provide free fares for students.

Transportation Development Credits (formerly Toll Revenue Credits)

Transportation Development Credits (formerly referred to as Toll Revenue Credits) provides credit toward a project's local share for certain expenditures with toll revenues. The amount of credit toward local share to be earned by a State is based on revenues generated by toll authorities within the State. Under the provisions of 23 U.S.C. 120(j), FHWA oversees the determination of transportation development credit within each State. For the Federal Transit Administration (FTA), the effect of utilizing transportation development credits means that FTA, in essence, provides 100% of the total net project cost. For example, if the actual cost of the assets is \$500,000, FTA's share at 80% equals \$400,000. The remaining \$100,000 match is transportation development credits, so additional Federal funds are needed to equal \$500,000 or 100% of the net project cost.

FEDERAL REVENUE SOURCES

The Federal Transit Administration (FTA) provides financial and technical assistance to local public transit systems. Since 1964, FTA has partnered with state and local governments to create and enhance public transportation systems, investing approximately \$11 billion annually to support and expand public transit services. FTA provides annual formula grants to transit agencies nationwide as well as discretionary funding in competitive processes. The City of Tracy receives 5307 and 5339 funds currently.

Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Funding Program

The Urbanized Area Formula Funding Program makes federal resources available to urbanized areas for transit capital and operating assistance, and for transportation planning and related planning in urbanized areas. An urbanized area is a Census-designated area with a population of 50,000 or more as designated by the US Department of Commerce, Bureau of the Census. Because the City of Tracy is a small, urbanized area with between 50,000 and 200,000 people, the City of Tracy has used these funds for both operating and capital expenditures.

As an urbanized area (UZA) operator, Tracy receives its largest source of FTA funding through the Section 5307 program. Eligible activities include planning, engineering design, and evaluation of transit projects; capital investments in bus and bus-related activities; crime prevention and security equipment; construction of maintenance and passenger facilities; and capital investments in existing fixed guideway systems. All preventive maintenance and some ADA complementary paratransit service costs are considered capital costs. The federal funding share is not to exceed 80 percent of the net capital project cost. The federal share may not exceed 50 percent of the net project cost of operating assistance.

Federal Transit Administration (FTA) 5339 Bus and Bus Facilities Formula Grants

The FTA 5339 formula grant program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus related facilities. Funds are allocated based on a formula that considers factors like population and transit ridership, ensuring that resources are distributed fairly among different regions.

Table 52. Forecasted Revenue by FY and Source.

Fiscal Year	TOTAL	TIRCP/ ZETCP	Toll Credits	TDA	SGR	5307	5339	Farebox	LCTOP	MEASURE K
FY20/21 carryover	\$5,532,843					\$5,177,623	\$252,867	\$102,353		
FY21/22 carryover	\$3,096,649					\$2,795,458	\$233,063	\$68,128		
FY22/23 carryover	\$5,554,645					\$5,221,981	\$224,379	\$108,285		
FY23/24 carryover	\$12,609,359			\$7,402,220		\$4,789,959	\$231,173	\$74,827	\$111,180	
FY24/25	\$17,709,132	\$3,853,856		\$7,547,851	\$138,000	\$5,716,051	\$371,065	\$82,310		
FY25/26	\$15,273,629	\$446,411	\$2,511,678	\$6,000,000	\$165,000	\$5,000,000		\$90,541		\$1,100,000
FY26/27	\$14,545,505		\$3,529,910	\$6,000,000		\$5,000,000		\$99,595		
FY27/28	\$14,693,300		\$3,951,746	\$6,000,000		\$5,000,000		\$109,554		
FY28/29	\$15,847,606		\$3,827,096	\$6,000,000		\$5,000,000		\$120,510		\$1,000,000
FY29/30	\$15,876,181		\$4,876,181	\$6,000,000		\$5,000,000				
TOTAL	\$121,330,849	\$4,300,267	\$18,696,611	\$44,950,071	\$303,000	\$48,701,071	\$1,312,547	\$856,102	\$111,180	\$2,100,000
% of 5 yr Total		4%	15%	37%	0.25%	40%	1%	1%	0.09%	2%

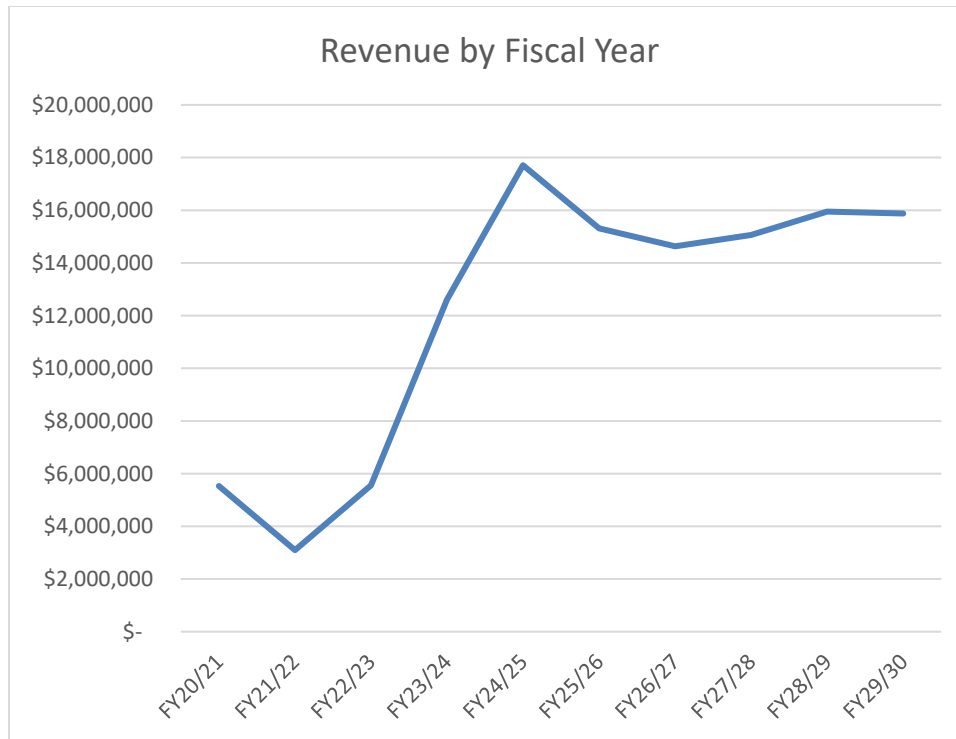


Figure 78. Revenue by Fiscal Year.

Table 53. Forecasted Expenditures by Fiscal Year.

Forecasted Expenditures	TOTAL	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Unknown/ Future
Operating Expenses	\$36,572,399	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911	
Capital Cost of Contracting	\$13,361,337	\$1,920,297	2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123	
2023 Fixed Route Bus Purchase (3)	\$2,200,000	\$2,200,000						
2024 Fixed Route Bus Purchase (6)	\$4,800,000	\$1,423,563	\$3,376,437					
2025 Fixed Route Bus Purchase (6)	\$4,800,000		\$1,107,324	\$3,692,676				
2025 Demand Response Bus Purchase (4)	\$1,000,000		\$1,000,000					
2026 DR Bus Purchase (2)	\$200,000			\$ 200,000				
2027 DR Bus Purchase (2)	\$420,000				\$420,000			
2028 Demand Response Bus Purchase (8)	\$1,840,000					\$1,840,000		
2029 DR Bus Purchase (2)	\$500,000						\$500,000	
2031 FR Bus Purchase (5)	\$7,500,000							\$7,500,000
2033 FR Bus Purchase (4)	\$6,000,000							\$6,000,000
TTS AV Upgrade	\$138,000	\$138,000						
ITS Project	\$1,400,000	\$1,400,000						
SRTP	\$145,000	\$145,000						
TTS Camera Upgrade	\$400,000	\$400,000						
TTS Generator	\$1,300,000	\$1,135,000	\$165,000					
On-Demand Software	\$500,000							\$500,000
Transit Asset Management (TAM)	\$100,000							\$100,000
Mall Transfer Station/Mobility Hubs	\$2,000,000							\$2,000,000
Stop relocations	\$250,000							\$250,000
Stop improvements	\$5,000,000							\$5,000,000
Maintenance Facility Land Purchase	\$2,000,000	\$2,000,000						
Maintenance Facility Design	\$4,000,000		\$1,100,000	\$2,300,000	\$600,000			
Maintenance Facility Construction	\$50,000,000							\$50,000,000
TOTAL	\$146,926,735	\$16,018,059	\$14,642,907	\$14,402,588	\$9,558,308	\$10,719,840	\$9,735,034	\$71,850,000

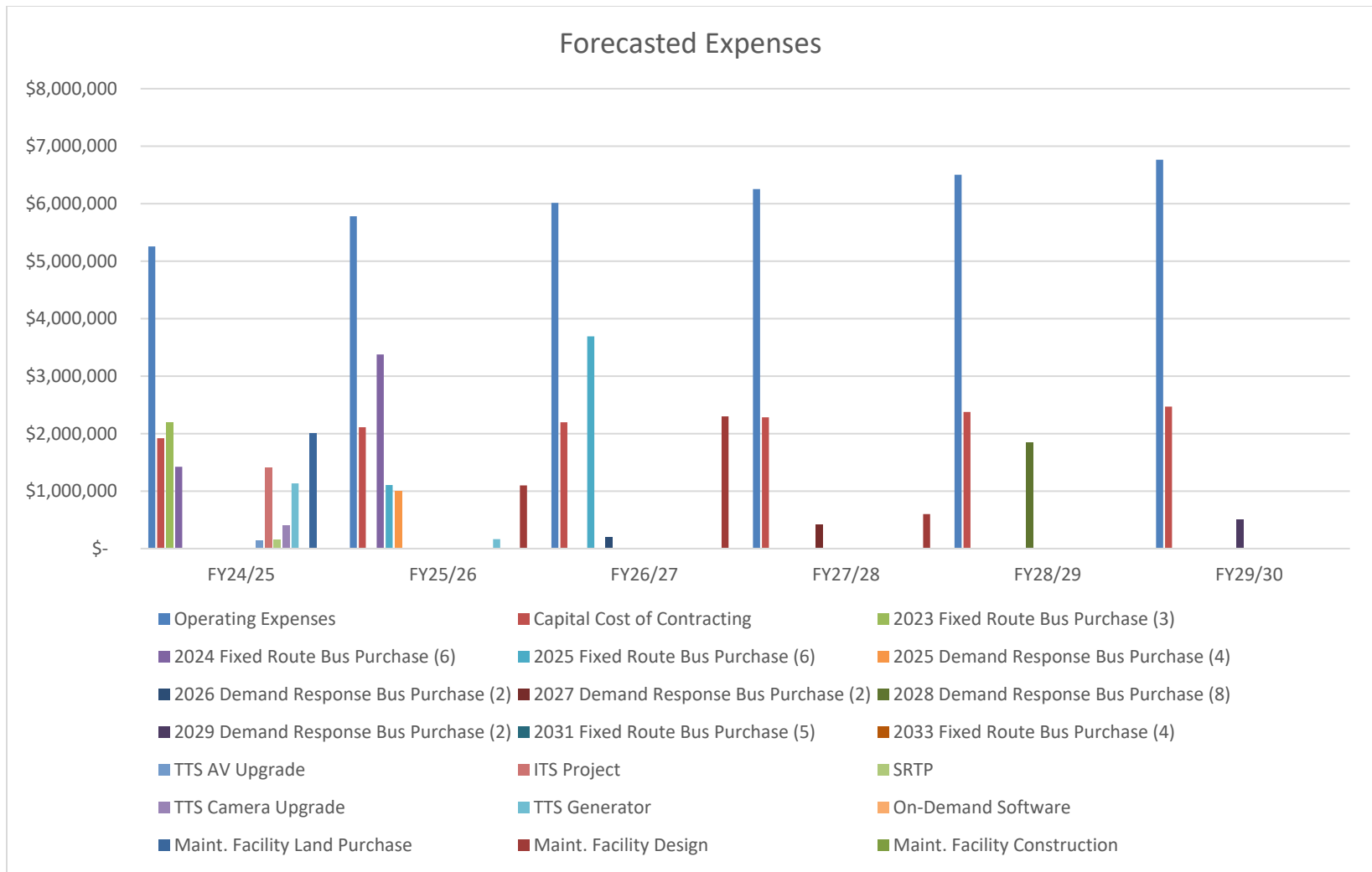


Figure 79. Forecasted Expenses

5.2.3 Fare Structure

EXISTING FARE STRUCTURE

The existing TRACER fare structure includes cash fares, a day pass, 10-ride ticket and 31-day pass for adults, students, and seniors (65+)/veterans/disabled/Medicare recipients. Additionally, there is currently an adult fare (\$4) and 50% off fare (\$2) for seniors (65+)/veterans/disabled/Medicare recipients for TRACER Plus Rides. Paratransit services are available to (65+)/veterans/disabled/Medicare recipients at a rate of \$1.50 per ride.

Table 54. Existing Fares.

	One-Way Cash Fare	Day Pass	10-Ride Ticket	31-Day Pass	TRACER Plus	Paratransit
Adults	\$1.25	\$3.00	\$12.50	\$35.00	\$4.00	
Student	\$1.00	\$2.50	\$10.00	\$28.00		
Senior (65+)/ Veteran/ Disabled/ Medicare	\$0.50	\$1.50	\$5.00	\$17.50	\$2.00	\$1.50
ADA Attendant	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
ACCESS Pass	\$0.00	\$0.00	\$0.00	\$0.00		
Child (6 & under)	\$0.00	\$0.00	\$0.00	\$0.00		
Guests/Companions						\$1.75
Same Day Appointment Surcharge						\$0.75
Same Day Reservation Change Surcharge						\$0.75

PROPOSED FARE STRUCTURE

The proposed fare structure looks to simplify the pass products offered and encourage more rides to be taken on transit. The proposed fare structure is to offer a day pass that will enable as many rides as needed within a day. The \$3 fare is double the existing one-way trip. This will eliminate the need for transfers within the system and encourage at least two trips per day per user. Additionally, there will also be a TRACER Plus 31-Day pass that will encourage the use of the TRACER Plus system. The pass product is priced at a reduced price for 32 total rides during the entire month. At a later date, the City could undertake optional analysis to determine if the one-way cash fare should be eliminated concurrently evaluate the cost of the Day Pass.

Table 55. Proposed Fare Structure.

	One-Way Cash Fare	Day Pass	31-Day Pass	Single Ride TRACER Plus	31-Day TRACER Plus	Paratransit
Adults	\$1.25	\$3.00	\$35.00	\$4.00	\$125.00	
Student	\$1.00	\$2.50	\$28.00	\$3.00	\$95.00	
Senior (65+)/ Veteran/ Disabled/ Medicare	\$0.50	\$1.50	\$17.50	\$2.00	\$62.50	\$1.50
ADA Attendant	\$0.00	\$0.00	\$0.00			\$0.00
ACCESS Pass	\$0.00	\$0.00	\$0.00			
Child (6 & under)	\$0.00	\$0.00	\$0.00			
Guests/Companions						\$1.75
Same Day Appointment Surcharge						\$0.75
Same Day Reservation Change Surcharge						\$0.75

6.0 CAPITAL IMPROVEMENT PROGRAM (PROJECT LIST)

This section describes the capital programs required to carry out the operations and services as outlined in the operations plan. This list of projects can be considered a Capital Improvement Plan (CIP), providing a basis for future federal, state, and regional funding requests for capital projects, vehicle replacements and rehabilitation, and system expansion projects.

6.1.1 TRACER Capital Program

To operate the program outlined in the Operations Plan (section 4.0), TRACER will need vehicles, bus stops and larger transfer stations, maintenance facility needs, and technological systems. Most of the programs described in this plan are financially constrained to the life of the SRTP, through FY29/30. Table 58 references both fiscally constrained and unfunded program needs.

Table 56. Overview of Capital Program.

Project Type	Capital Projects
Maintenance Facilities	New Bus Maintenance Facility (\$56M) Activities include: <ul style="list-style-type: none"> • Land Purchase (\$2M) • Facility Design (\$4M) • Construction (\$50M)
Vehicle Procurement	Bus purchases (\$15.7M)

Project Type	Capital Projects
	<ul style="list-style-type: none"> • up to 22 new vehicles to meet the needs of the operation service plan by FY29/30. • 8 Replacement vehicles will be needed by FY29/30 for vehicles nearing the end of their useful life
Bus Stop & Transfer Station Improvements	<ul style="list-style-type: none"> • Mall Transfer Station/Mobility Hub (\$2M) • Stop relocations (\$250K) • Stop improvements (\$5M) • Real-Time signage
System Technology Needs	<ul style="list-style-type: none"> • On-Demand Software (\$500K, in-progress FY24/25) • ITS AV Upgrades (\$138k) • ITS Project (\$1.4M) • TTS Generator (\$1.3M) • Transit Asset Management (TAM) program

MAINTENANCE FACILITIES

Tracy needs to build a new maintenance facility to follow the State of California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation that was adopted in December 2018. The regulation requires all public transit agencies to gradually reduce fleet vehicle tailpipe emissions and encourages them to provide innovative first and last-mile connectivity and improved mobility for transit riders. More specifically, the goal is to have all transit agencies' buses be zero-emission by 2040. The regulation states that for a small transit agency, like TRACER, starting January 1, 2026, twenty-five percent of the total number of new bus purchases in each calendar year must be zero-emission buses; and then starting January 1, 2029, all new bus purchases must be zero-emission buses.

The maintenance facilities project is necessary to ensure the fleet transition to zero emissions. A facility will either have to have electric charging infrastructure or hydrogen infrastructure to meet the State's regulation. Overall, the project involves several key components, starting with the land purchase, which is currently budgeted at \$2 million. Following this, the facility design is allocated \$4 million to ensure that the space meets all necessary requirements. Finally, the construction phase is expected to cost \$50 million, covering the actual building of the maintenance facilities.

A site had been selected for the new maintenance facility; however, the Planning Commission rejected the rezoning proposal. A new development application will need to be submitted once additional sites are approved by the City Council for their approval moving forward.

VEHICLE PROCUREMENT

The vehicle procurement plan aims to meet the operational service needs by acquiring up to 38 new vehicles by FY29/30. Additionally, 8 replacement vehicles will be necessary by FY29/30 to replace those vehicles approaching the end of their useful life, ensuring the fleet remains efficient and reliable for

ongoing operations. Beyond FY29/30, an additional 9 vehicles in the current fleet will need to be replaced.

Table 57. Vehicle Procurement Needs

Fiscal Year	Peak Period Fixed Route Needs	Peak Period Shuttles	FR FTA 20% Spare	FR to replace	New Fixed Route needs	Tracer Plus	Paratransit	Total Demand Response Needs	DR FTA 20% Spare	DR to replace	New Demand Response	Total Vehicles in Peak Service	All Vehicle Needs
FY24/25	11	3	6	0	9	4	4	8	2	0	4	22	30
FY25/26	11	1	4	0	0	5	4	9	2	0	1	21	27
FY26/27	17	3	7	0	11	5	4	9	2	2	0	29	38
FY27/28	18	3	7	2	1	6	4	10	2	0	1	31	40
FY28/29	23	4	9	0	8	6	4	10	2	4	0	37	48
FY29/30	24	4	9	0	1	7	4	11	3	0	2	39	51

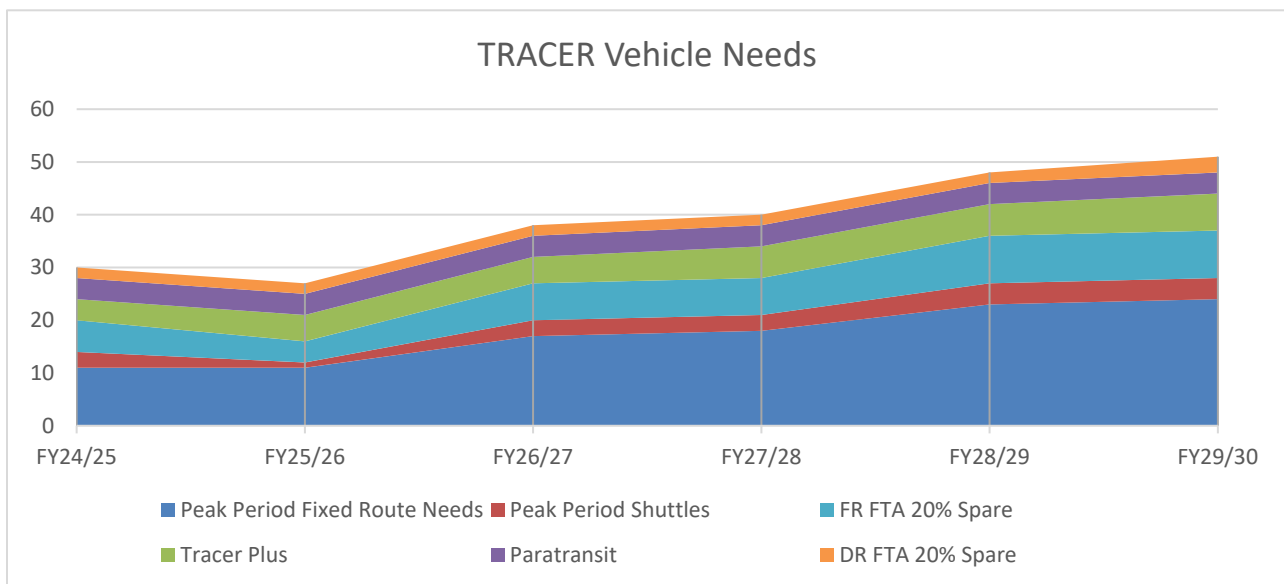


Figure 80. Vehicle Needs by Fiscal Year

BUS STOP & TRANSFER STATION IMPROVEMENTS

All of the bus stop and transfer improvements outlined are currently unfunded. The plan includes the development of a Mall Transfer Station/Mobility Hub, estimated at approximately \$2 million, along with stop relocations costing around \$250,000. Additionally, \$5 million is allocated for stop improvements, and the installation of real-time signage will also be part of the overall upgrades.

TECHNOLOGY SYSTEM NEEDS

The On-Demand Software project, currently in progress for FY24/25, has a budget of \$500,000. In addition, the ITS AV Upgrades are estimated at \$138,000, while the overall ITS Project is allocated \$1.4 million. Another component is the TTS Generator, which requires \$1.3 million. The Transit Asset Management (TAM) program is a key focus, with the project team outlining efforts to implement a systemic asset management approach for the transit system. This includes detailing past and current achievements in TAM, as well as identifying the best practices for enhancing management. The team will also explore the integration of the latest software tools, applications, and business processes to improve TAM, ensuring these advancements are incorporated into decision-making processes.

6.1.2 Capital Improvement Project (CIP) list.

The table below outlines the current projections for capital projects, both funded and unfunded over the life of the SRTP.

Table 58. Capital Improvement Project List

Capital Projects		Total	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Beyond 5yrs/ unfunded
Maintenance Facilities	Maintenance Facility Land Purchase	\$2,000,000	\$2,000,000						
	Maintenance Facility Design	\$4,000,000		\$1,100,000	\$2,300,000	\$600,000			
	Maintenance Facility Construction	\$50,000,000							\$50,000,000
Vehicle Procurement	2023 Fixed Route Bus Purchase (3)	\$2,200,000	\$2,200,000						
	2024 Fixed Route Bus Purchase (6)	\$4,800,000	\$1,423,563	\$3,376,437					
	2025 Fixed Route Bus Purchase (6)	\$4,800,000		\$1,107,324					
	2025 Demand Response Bus Purchase (4)	\$1,000,000		\$1,000,000					
	2026 Demand Response Bus Purchase (2)	\$200,000			\$200,000				
	2027 Demand Response Bus Purchase (2)	\$420,000				\$420,000			
	2028 Demand Response Bus Purchase (8)	\$1,840,000					\$1,840,000		
	2029 Demand Response Bus Purchase (2)	\$500,000						\$500,000	
	Unfunded Bus needs (2031, 2033)	\$13,500,000							\$13,500,000
Bus Stop & Transfer Station Improvements	Mall Transfer Station/Mobility Hubs	\$2,000,000							\$2,000,000
	Stop relocations	\$250,000							\$250,000
	Stop improvements	\$5,000,000							\$5,000,000
	Real-Time signage	\$500,000							\$500,000
Technology System Needs	On-Demand Software	\$500,000	\$500,000						
	ITS AV Upgrades	\$138,000							
	ITS Project	\$1,400,000	\$1,400,000						
	TTS Camera Upgrade	\$400,000	\$400,000						



Capital Projects		Total	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Beyond 5yrs/ unfunded
	TTS Generator	\$1,300,000	\$1,135,000	\$165,000					
	Transit Asset Management (TAM)	\$100,000							\$100,000
	TOTAL	\$92,493,000	\$8,841,563	\$6,748,761	\$6,192,676	\$1,020,000	\$1,840,000	\$500,000	\$71,850,000

APPENDIX A – OPERATIONS AND CAPITAL BUDGET SHEETS

Table 59. Demand Response & Fixed Route Fleet Management Plan Expenditures

Type	Year to be Replaced	Projected Useful Life	Replacement or Expansion	Manufacture Year of Vehicles Being Replaced	Funding Source(s)	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded	Estimated Project Cost	
2023 Fixed Route Bus Purchase (3)	2024	14	Replacement	2010	TDA	\$2,200,000												\$2,200,000	
12 x New Fixed Route Buses	2025	14	Expansion		TDA, 5339, Measure K	\$1,423,563	\$4,483,761	\$3,692,676										\$9,600,000	
4 x New Demand Response Vehicles	2025	7	Expansion		TDA, Measure K		\$1,000,000											\$1,000,000	
2 x Demand Response Nor Cal Van, Transit Van (21 Ft)	2026	5	Replacement	2020	TDA, Toll Credits			\$200,000										\$200,000	
2 x Chevy, Low Floor Cutaway (26 ft)	2027	5	Replacement	2020	TDA, Toll Credits				\$420,000									\$420,000	
4 x Demand Response Ford Transit, Cutaway Bus (21 Ft)	2028	7	Replacement	2020	TDA, Toll Credits					\$840,000								\$840,000	
4 x New Demand Response Vehicles	2028	7	Expansion		TDA, Toll Credits, Measure K					\$1,000,000								\$1,000,000	
2 x New Demand Response Vehicles	2029	7	Expansion		TDA, Toll Credits						\$500,000							\$500,000	
5x Gillig, BRT Low Floor Bus (35 Ft)	2031	14	Replacement	2017	TDA, Toll Credits							\$7,500,000						\$7,500,000	
4 x Gillig, G27E, BRT Low Floor Bus (29 Ft)	2033	12	Replacement	2021	TDA, Toll Credits										\$6,000,000			\$6,000,000	
Year Total						\$3,623,563	\$5,483,761	\$3,892,676	\$420,000	\$1,840,000	\$500,000	\$7,500,000			\$6,000,000				
Cumulative Total							\$9,107,324	\$13,000,000	\$13,420,000	\$15,260,000	\$15,760,000	\$15,760,000	\$23,260,000	\$23,260,000	\$29,260,000	\$29,260,000	\$29,260,000	\$29,260,000	

Table 60. Capital Revenue Sources Demand Response & Fixed Route Fleet Management Plan

Capital Revenue Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
TDA	\$14,950,071	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
5339	\$1,312,547										
5307	\$26,496,530	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Toll Credits											
Measure K		\$1,100,000			\$1,000,000			\$2,500,000		\$2,000,000	
Year Total	\$42,759,148	\$12,100,000	\$11,000,000	\$11,000,000	\$12,000,000	\$11,000,000	\$11,000,000	\$13,500,000	\$11,000,000	\$13,000,000	\$11,000,000
Cumulative Total		\$54,859,148	\$65,859,148	\$76,859,148	\$88,859,148	\$99,859,148	\$110,859,148	\$124,359,148	\$132,859,148	\$148,359,148	\$159,359,148

Table 61. Fixed Route & Demand Response Operating Plan Expenditures

Expenditure Purpose	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded
Operating Expenses	\$5,256,200	\$5,781,819	\$6,013,092	\$6,253,616	\$6,503,761	\$6,763,911	\$7,440,302	\$8,184,332	\$9,002,766	\$9,903,042	\$10,893,346	
Capital Cost of Contracting	\$1,920,297	\$2,112,326	\$2,196,819	\$2,284,692	\$2,376,080	\$2,471,123	\$2,718,235	\$2,990,059	\$3,289,065	\$3,617,971	\$3,979,768	
2023 Fixed Route Bus Purchase (3)	\$2,200,000											
2024 Fixed Route Bus Purchase (6)	\$1,423,563	\$3,376,437										
2025 Fixed Route Bus Purchase (6)		\$1,107,324	\$3,692,676									
2025 Demand Response Bus Purchase (4)		\$1,000,000										
2026 Demand Response Bus Purchase (2)			\$200,000									
2027 Demand Response Bus Purchase (2)				\$420,000								
2028 Demand Response Bus Purchase (8)					\$1,840,000							
2029 Demand Response Bus Purchase (2)						\$500,000						
2031 Fixed Route Bus Purchase (5)								\$7,500,000				
2033 Fixed Route Bus Purchase (4)										\$6,000,000		
Unfunded Bus needs												\$0
Year Total	\$10,800,059	\$13,377,907	\$12,102,588	\$8,958,308	\$10,719,840	\$9,735,034	\$10,158,537	\$18,674,391	\$12,291,830	\$19,521,013	\$14,873,114	\$0
Cumulative Total		\$24,177,966	\$36,280,553	\$45,238,861	\$55,958,702	\$65,693,735	\$75,852,273	\$94,526,664	\$106,818,494	\$126,339,507	\$141,212,622	\$141,212,622

Table 62. Fixed Route & Demand Response Operating Plan Revenue Sources

Operating Revenue Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35
5307	\$26,496,530	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
5339	\$1,312,547										
CARES/ARPA	\$1,574,924										
TIRCP/ZETCP	\$3,853,856	\$446,411									
Toll Credits	\$0	\$2,511,678	\$3,529,910	\$3,951,746	\$3,827,096	\$4,876,181		\$1,000,000		\$800,000	
TDA	\$14,950,071	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
SGR	\$138,000	\$165,000									
LCTOP	\$111,180										
Measure K		\$1,100,000			\$1,000,000			\$2,500,000		\$2,000,000	
Farebox	\$435,903	\$90,541	\$99,595	\$109,554	\$120,510	\$0					
Year Total	\$48,873,011	\$14,867,219	\$14,629,505	\$15,061,300	\$15,947,606	\$15,876,181	\$11,000,000	\$14,500,000	\$11,000,000	\$13,800,000	\$11,000,000
Cumulative Total		\$63,740,230	\$78,369,735	\$93,431,035	\$109,378,641	\$125,254,822	\$136,254,822	\$150,754,822	\$161,754,822	\$175,554,822	\$186,554,822

Table 63. Other Capital Projects

Project Description	Sources	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Unfunded	Estimated Project Cost
	Funding Source													
Maintenance Facility Land Purchase	TDA	\$2,000,000											\$0	\$2,000,000
Maintenance Facility Design	TDA		\$2,000,000	\$2,000,000									\$0	\$4,000,000
Maintenance Facility Construction													\$50,000,000	\$50,000,000
Mall Transfer Station/Mobility Hubs													\$2,000,000	\$2,000,000
Stop Relocations													\$250,000	\$250,000

Stop Improvements														\$5,000,000	\$5,000,000
Real-Time signage														\$500,000	\$500,000
On-Demand Software	TDA	\$500,000												\$0	\$500,000
ITS AV Upgrades	SGR	\$138,000												\$0	\$138,000
ITS Project	TDA, 5339	\$1,400,000												\$0	\$1,400,000
TSS Camera Upgrades	TDA	\$400,000												\$0	\$400,000
TTS Generator	TDA, SGR	\$1,135,000	\$165,000											\$0	\$1,300,000
Transit Asset Management (TAM)														\$100,000	\$100,000
Totals		\$5,573,000	\$2,165,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,850,000	\$67,588,000

Table 64. Summary

Worksheet	Expenditure Total	Revenue Total	Difference
Demand Response & Fixed Route Fleet Management	\$29,260,000.00	\$159,359,148.00	\$(130,099,148.00)
Demand Response & Fixed Route Operating	\$141,212,621.52	\$186,554,822.00	\$(45,342,200.48)
Other Capital Projects	\$67,588,000.00	\$0	\$67,588,000.00
Totals	\$238,060,621.52	\$345,913,970.00	\$107,853,348.48

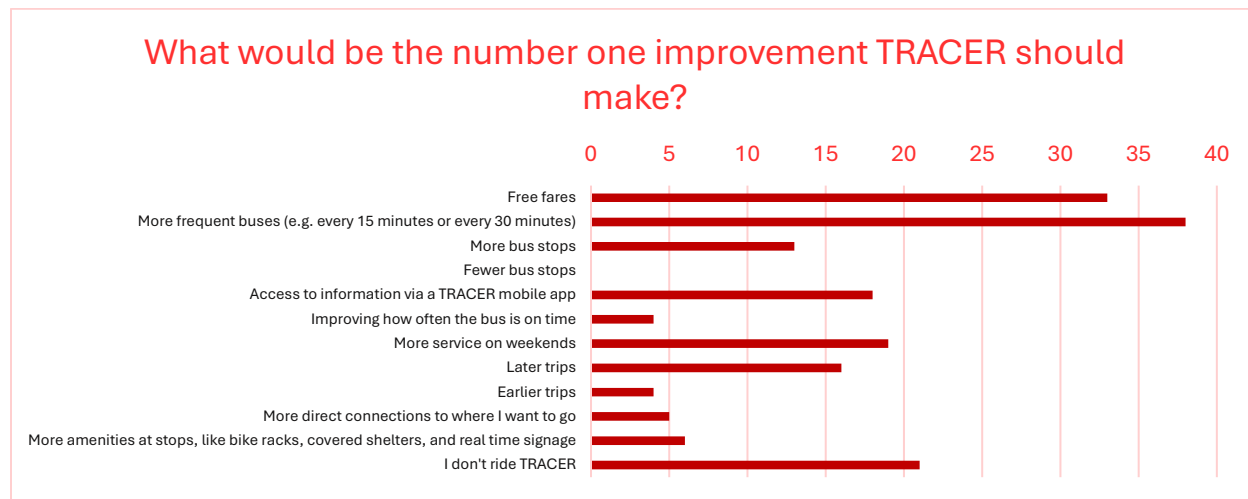
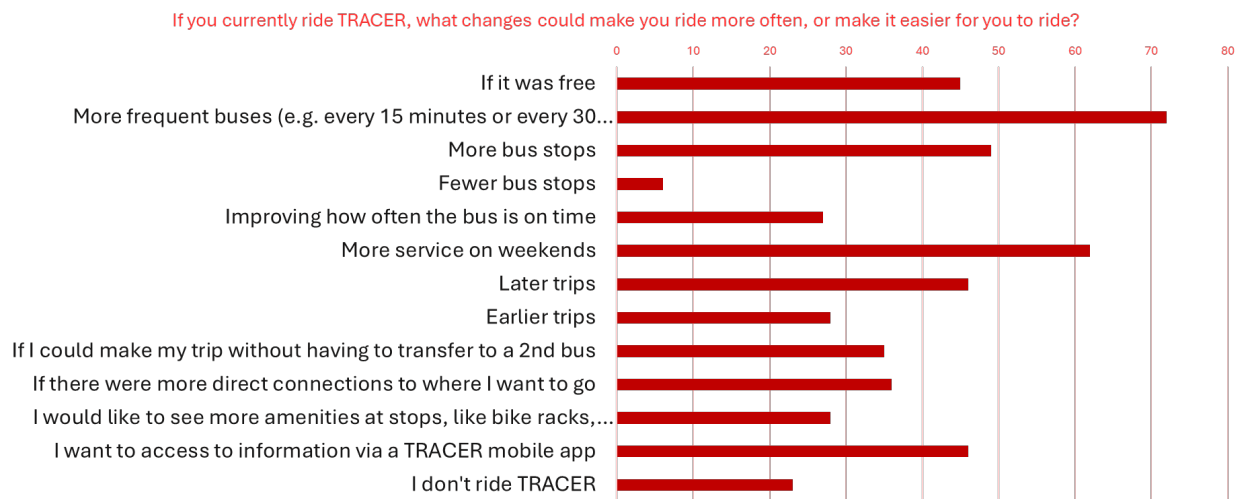
APPENDIX B – STAKEHOLDER ENGAGEMENT

The following are outreach and engagement activities that occurred during the development of the Short-Range Transit Plan for the City of Tracy.

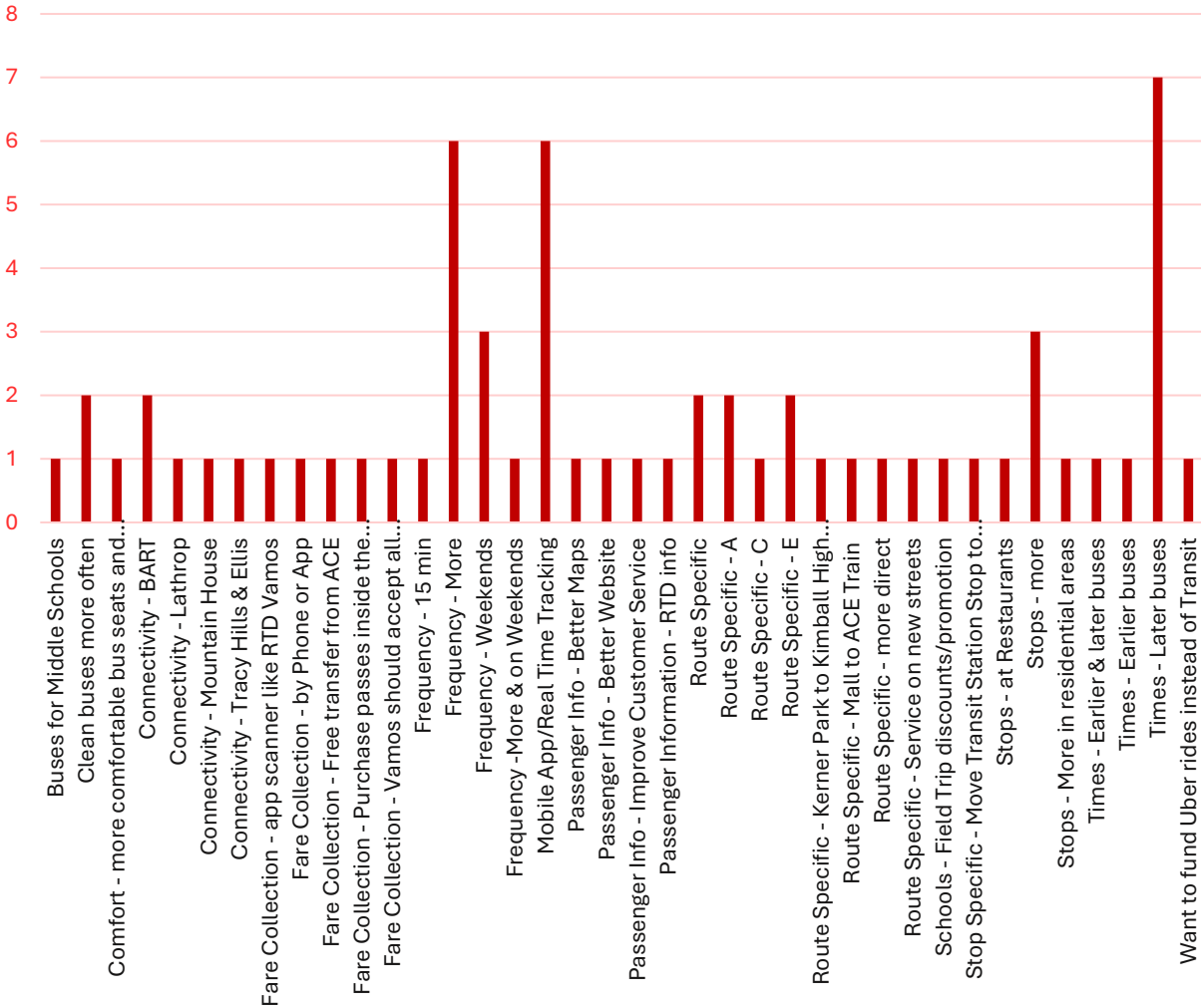
Survey

A survey of transit users was conducted from April 27, 2024, closing on June 30, 2024. Respondents were asked a total of 46 questions. 214 total surveys were collected, including 6 in Spanish.

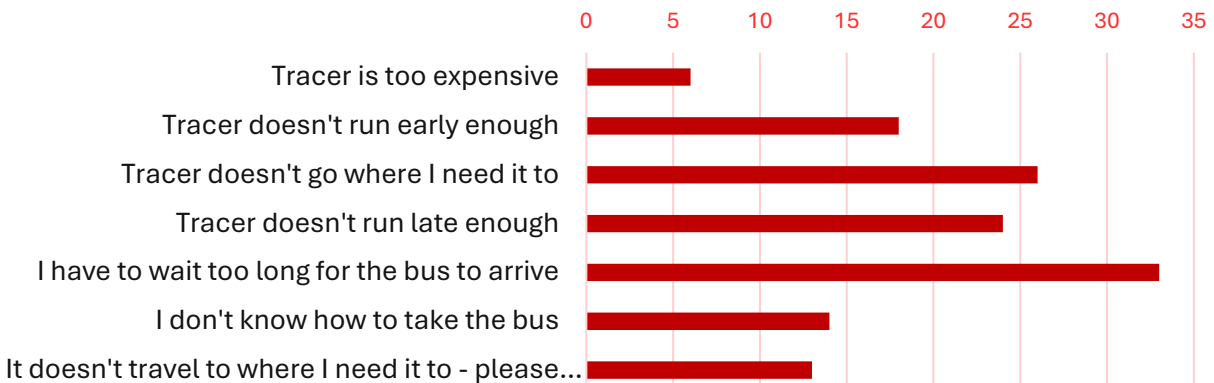
Of importance were the following questions - What Improvements do residents want for TRACER, and If you don't use TRACER, why not?

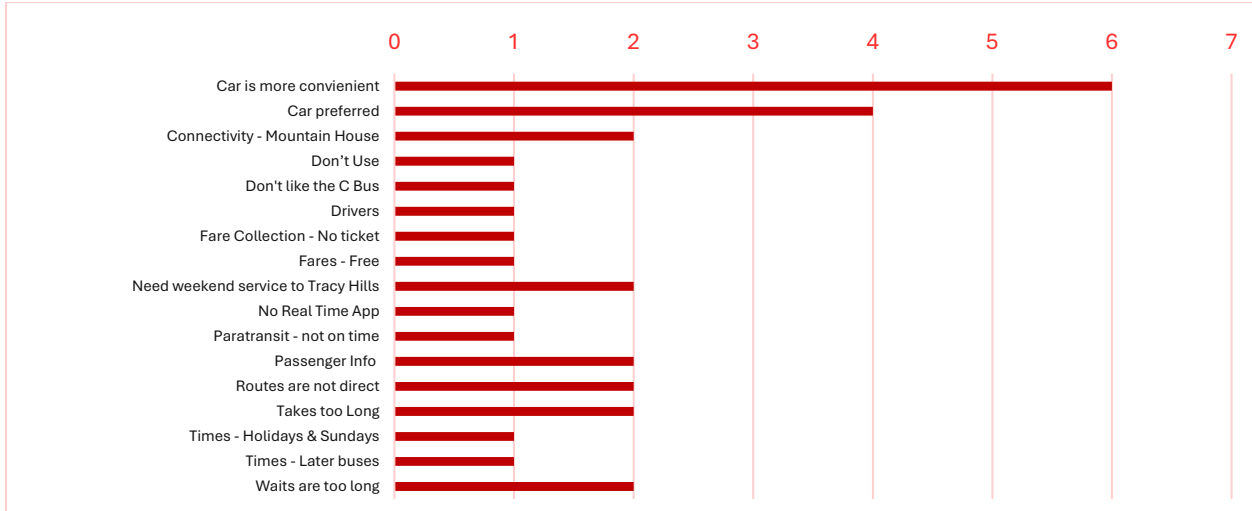


Q29. Do you have any other comments on how to improve TRACER bus services



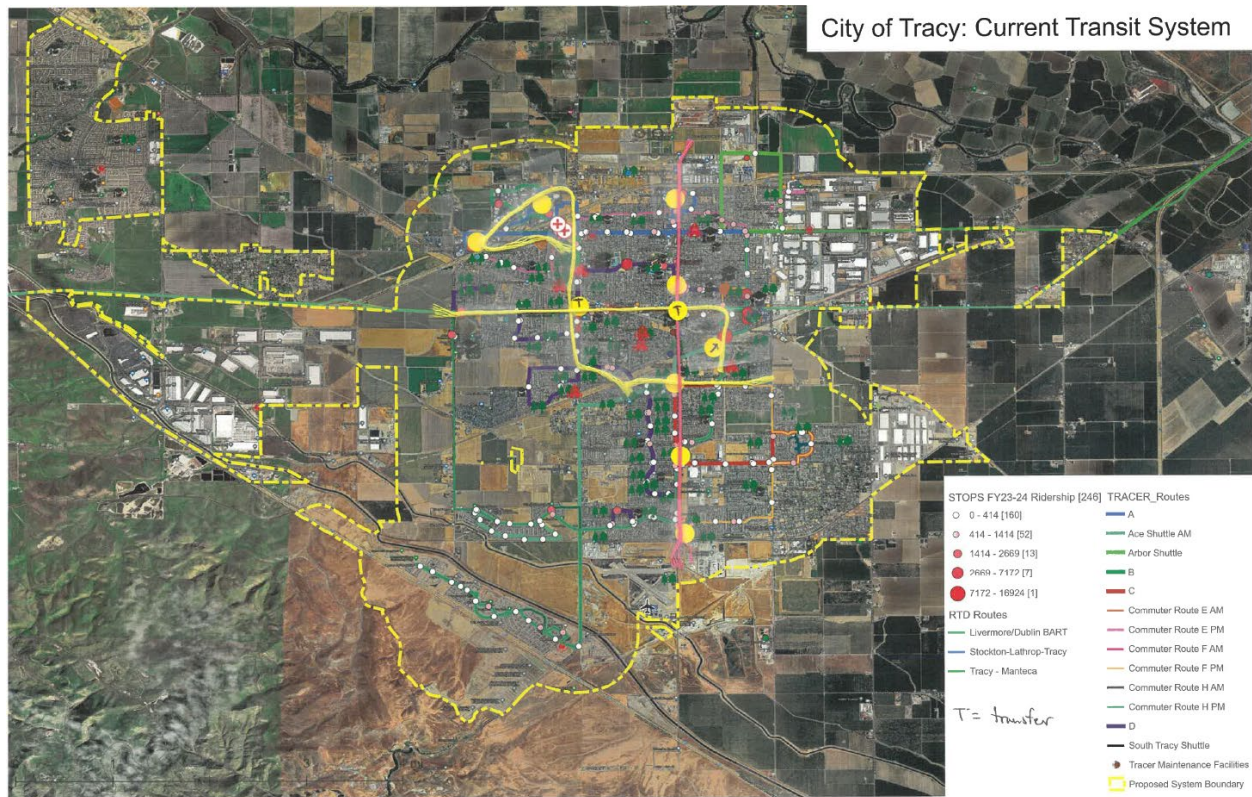
If you don't use TRACER, why not?





Public Workshop

A public workshop was hosted on Saturday August 17th from 10am to noon.





What is working in the TRACER System today that you don't want to see changed? Why?

- Students Ride Free; Skillful Friendly drivers; safety of system (low crime)
- Free rides for students
- current routes...but can make improvement to current services and frequencies.

What is not working in the current TRACER system and how would you change it?

- Ease of Use
- Circuit routes -->Direct routes back and forth; No Google Maps integration --> Please integrate with maps and display routes.
- How you work the drivers. Eliminate the panda bus.
- number of stops on route which can impact travel time; budget annual for funding (to be discussed)
- add back stop at El Pollo Loco; some stop placements too close (East/Grant Line) Panda Express; 30min wait is too long. Bus A to Winco; crossing @THS; Black Bear Diner Stop. Bus C takes a long time. Better connection times F or transfers. Hours later. don't have to start/stop @ TTS; bus stop @ Golden Corral - takes 15 min to walk from Walmart to Panda; 12 min Winco to Panda

TRACER - Travel Survey

TRACER needs your help! Please take a few minutes to complete this survey to provide feedback on Tracer's services. All responses will be confidential. Thank you!

This survey is to support the development of Tracer's Short Range Transit Plan.

Please tell us the top three (3) places you travel to most often within the City of Tracy. Please be as specific as possible (e.g., work, school, the grocery store, downtown Tracy, the mall, the ACE Station, etc.).

1. The 1st place you travel to most often within the City of Tracy.

2. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

3. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

4. How do you typically travel there?

Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

5. The 2nd place you travel to most often within the City of Tracy.

6. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

7. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

8. How do you typically travel there?

Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

9. The 3rd place you travel to most often within the City of Tracy.

10. How often do you travel there?

Mark only one oval.

- Daily - on weekdays
- 1 to 2 times a week
- 3 to 4 times a week
- on Weekends
- Other: _____

11. What times of day do you typically make this trip?

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

12. How do you typically travel there?

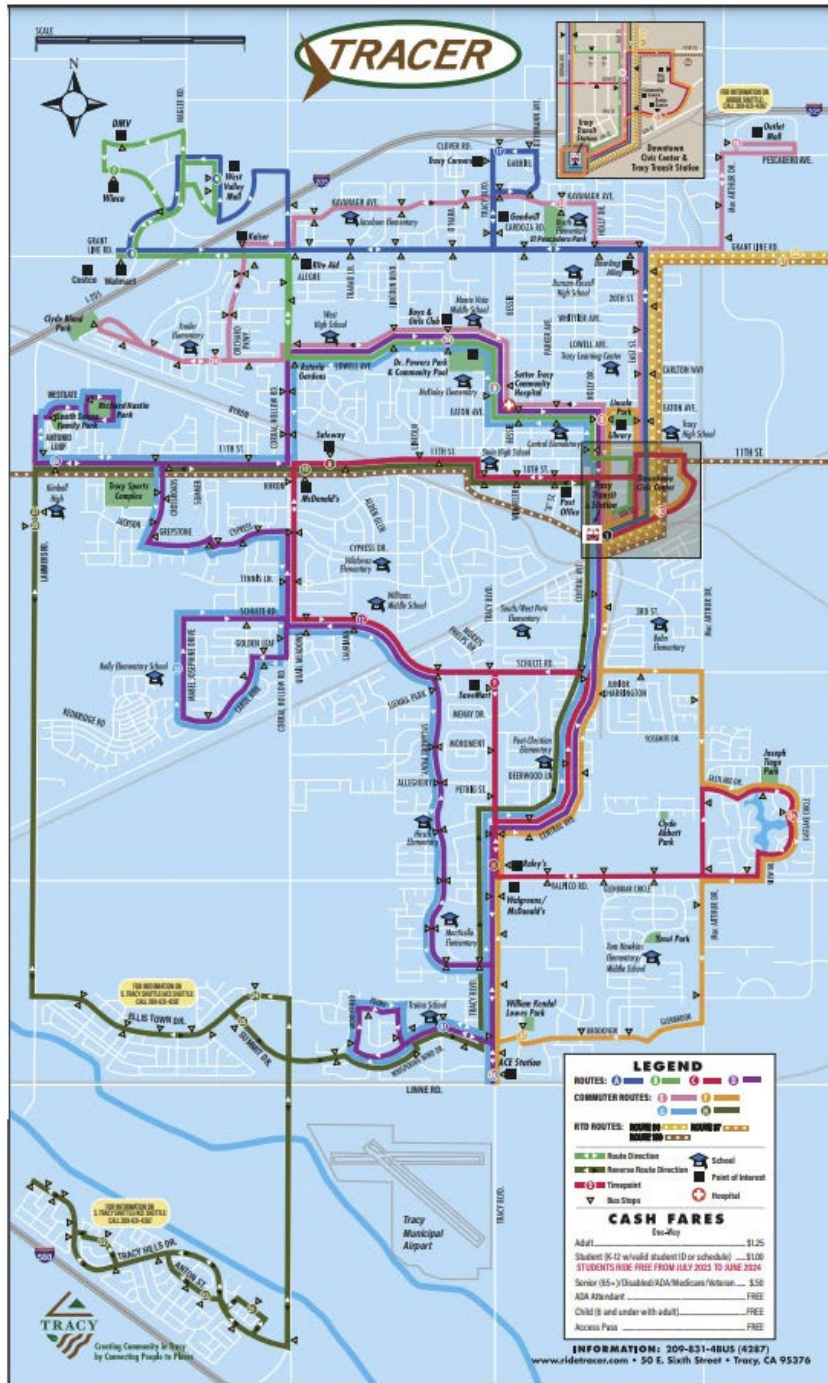
Mark only one oval.

- Tracer Bus Service
- Drive alone
- Carpool
- Walk
- Bike
- Taxi/Uber/Lyft
- Other: _____

Riding TRACER, TRACER Plus and Paratransit

What is working and what is not working right now?

TRACER Routes



13. The transit routes I use most often are:

Check all that apply.

- Route A: Transit Station <--> West Valley Mall
- Route B: Transit Station <--> West Valley Mall
- Route C: Transit Station <--> Hidden Lake
- Route D: Transit Station <--> 11th St/Lammers/Kimball High
- Commuter Route E: Transit Station <--> West High School
- Commuter Route F: Transit Station <--> ACE Station
- Commuter Route G: Transit Station <--> 11th St/Lammers
- Commuter Route H: Transit Station <--> Kimball High/Lammers
- Arbor Shuttle
- ACE Shuttle
- South Tracy Shuttle
- TRACER Plus
- Tracer Paratransit
- RTD Route 90
- RTD Route 97
- RTD Route 150
- ACE Train Service
- I don't ride transit

14. The stop(s) I use most often are

15. If you don't use TRACER, why not?

Check all that apply.

- Tracer is too expensive
- Tracer doesn't run early enough
- Tracer doesn't go where I need it to
- Tracer doesn't run late enough
- I have to wait too long for the bus to arrive
- I don't know how to take the bus
- It doesn't travel to where I need it to - please tell us where under "other"
- Other: _____

16. What would make you more likely to use TRACER?

Check all that apply.

- Real time information at stops
- A mobile app that has real time information
- More frequent service
- Earlier service
- Later service
- Other: _____

17. What do you like about riding TRACER?

Check all that apply.

- Taking the bus is a low cost travel option.
- Goes to the places I need to travel to.
- Travels at the times I need to use it.
- The bus stops have nice amenities.
- I feel safe taking the bus.

-
18. If you currently ride TRACER, what changes could make you ride more often, or make it easier for you to ride? Please choose no more than three (3).

Check all that apply.

- If it was free
- More frequent buses (e.g. every 15 minutes or every 30 minutes)
- More bus stops
- Fewer bus stops
- Improving how often the bus is on time
- More service on weekends
- Later trips
- Earlier trips
- If I could make my trip without having to transfer to a 2nd bus
- If there were more direct connections to where I want to go
- I would like to see more amenities at stops, like bike racks, covered shelters, and real time signage
- I want to access to information via a TRACER mobile app
- I don't ride TRACER
- Other: _____

19. What would be the number one improvement TRACER should make?

Mark only one oval.

- Free fares
- More frequent buses (e.g. every 15 minutes or every 30 minutes)
- More bus stops
- Fewer bus stops
- Access to information via a TRACER mobile app
- Improving how often the bus is on time
- More service on weekends
- Later trips
- Earlier trips
- More direct connections to where I want to go
- More amenities at stops, like bike racks, covered shelters, and real time signage
- I don't ride TRACER
- Other: _____

20. If you take the bus to a destination, do you generally take the bus back on your return trip?

Mark only one oval.

- Yes
- No
- Sometimes

21. What times of day do you typically ride TRACER? (select all that apply)

Check all that apply.

- before 6am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight

22. How convenient is TRACER for your trip needs?

Mark only one oval.

1 2 3 4 5

Not Very convenient

very convenient

23. How easy to use is TRACER for your trip needs?

Mark only one oval.

1 2 3 4 5

Not Very easy

very easy

24. How safe do you feel riding TRACER?

Mark only one oval.

1 2 3 4 5

Not Very safe

very safe

25. How often is the bus on-time for your trip?

Mark only one oval.

1 2 3 4 5

Not Always on-time
often on-time

26. If you have an issue, how satisfied are you with TRACER's customer service?

Mark only one oval.

1 2 3 4 5

Not Very satisfied
very satisfied

27. Do you use TRACER to connect to another transit service? If so, which one?

Mark only one oval.

- RTD Routes
- ACE Train
- Greyhound
- I do not connect to other transit services
- Other: _____



28. If you use TRACER to connect to another transit service, how well timed is this transfer?

Mark only one oval.

- Well timed
- Generally I have to wait about 15 minutes for my connecting bus
- Generally I have to wait about 30 minutes for my connecting bus
- Generally I have to wait over 30 minutes for my connecting bus
- Other: _____

29. Do you have any other comments on how to improve TRACER bus services? Please share them here.

30. Are you aware of [TRACER Plus](#), the City's on-demand Bus Service that will take you anywhere in the City limits? Rides can be scheduled by calling (209)831-4BUS or via the Transloc App from the Google Play Store.

Mark only one oval.

- Yes
- No

-
31. What is the most you would you be willing to pay for a one-way trip on TRACER Plus, the City's curb-to-curb on-demand bus service that will take you anywhere in the City limits?

Mark only one oval.

- \$2-3 dollars
- \$4-5 dollars
- \$6-7 dollars
- \$7 or more dollars

32. What day of the week would you want to use TRACER Plus? (select all that apply)

Check all that apply.

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

33. What time of day would you want to use TRACER Plus? (select all that apply)

Check all that apply.

- before 6am
- 6am -9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Midnight
- Other: _____



34. If you have taken TRACER Plus, how would you rate the service?

Mark only one oval.

1 2 3 4 5
Poor Great!

35. How would you improve TRACER Plus?

36. Are you aware of [TRACER Paratransit](#), the door-to-door shared-ride service for individuals with certified disabilities (ADA), seniors (age 65+), Medicare participants and Veterans? Rides can be scheduled by calling (209)831-4BUS

Mark only one oval.

Yes
 No

37. If you have taken TRACER Paratransit, how would you rate the service?

Mark only one oval.

1 2 3 4 5
Needs Great!
Improvement

38. How would you improve TRACER Paratransit?

Demographic Questions

Help us understand you!

39. Do you own a car?

Mark only one oval.

Yes

No

40. Do you have a drivers license?

Mark only one oval.

Yes

No

41. If you don't have a car or a license, do you have someone that can give you a ride to where you need to go?

Mark only one oval.

- Yes
- No
- Sometimes
- Other: _____

42. How old are you?

Mark only one oval.

- Under 16
- 16 - 18
- 19 - 29
- 30 - 44
- 45 - 64
- Over 65

Did you know [Students \(K - 12\) ride free!](#)

43. Are there school aged children in your household?

Mark only one oval.

- Yes
- No

44. What are the cross streets closest to your home?

45. What is your approximate total annual household income?

Mark only one oval.

- Less than \$20,000
- \$20,000 to \$39,999
- \$40,000 to \$79,999
- \$80,000 to \$119,000
- \$120,000 to \$179,000
- Over \$180,000
- Don't know/Prefer not to say

46. You are

Mark only one oval.

- Non-Hispanic White
- Hispanic/Latinx
- African-American/Black
- Asian/Pacific Islander
- Multiracial
- Prefer not to say
- Other: _____

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Google Forms

Encuesta de Viajes- TRACER

¡TRACER necesita su ayuda! Por favor, tómese unos minutos para rellenar esta encuesta y darnos su opinión sobre los servicios de Tracer. Todas las respuestas serán confidenciales.

¡Muchas gracias!

Esta encuesta tiene por objeto apoyar el desarrollo del Plan de Tránsito de Corto Alcance de Tracer.

Por favor, díganos los tres (3) lugares a los que viaja con más frecuencia dentro de la ciudad de Tracy. Por favor, sea lo más específico posible (por ejemplo, trabajo, escuela, supermercado, centro de Tracy, centro comercial, la estación de ACE, etc.).

1. ¿Cuál es el primer lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

2. ¿Con qué frecuencia viaja a ese lugar?

Marque solo un óvalo.

Mark only one oval.

- Diariamente – entre
 semana
 1 a 2 veces por semana
 3 a 4 veces por semana
 Los fines de semana
 Other: _____

3. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

4. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

5. ¿Cuál es el segundo lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

6. ¿Con qué frecuencia viaja a ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Diariamente – entre semana
- 1 a 2 veces por semana
- 3 a 4 veces por semana
- Los fines de semana
- Other: _____

7. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - medianoche

8. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

9. ¿Cuál es el tercer lugar al que viaja con más frecuencia dentro de la ciudad de Tracy?

10. ¿Con qué frecuencia viaja a ese lugar?

Marque sólo un óvalo.

Mark only one oval.

- Diariamente - entre semana
- 1 a 2 veces por semana
- 3 a 4 veces por semana
- Fines de semana
- Other: _____

11. ¿Por lo general a qué hora del día hace este viaje?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

12. ¿Generalmente como viaja hasta ese lugar?

Marque sólo un óvalo.

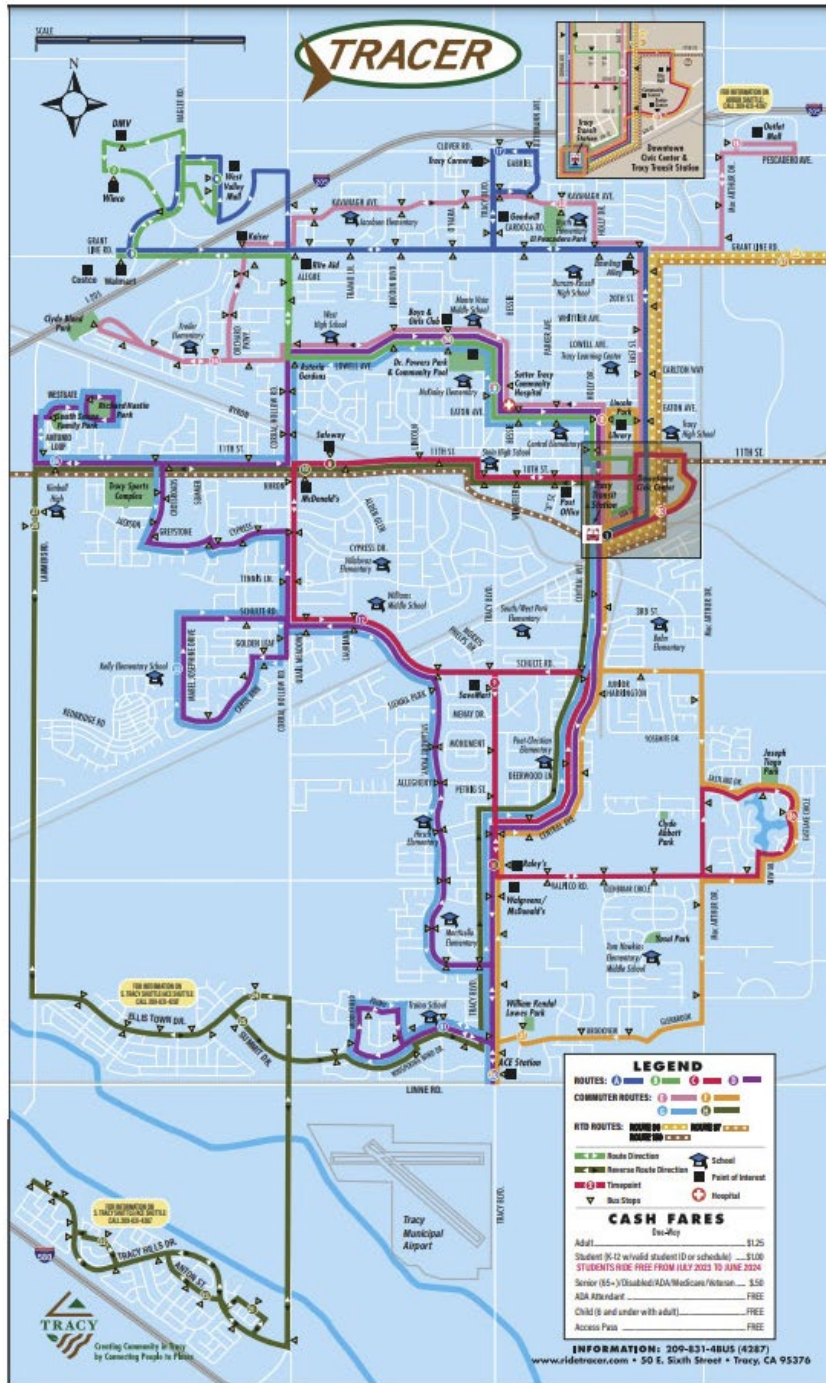
Mark only one oval.

- Servicio de autobús Tracer
- Conduzco mi automóvil
- Vehículo compartido
- Caminando
- En bicicleta
- Taxi/Uber/Lyft
- Other: _____

Viajar en TRACER, TRACER Plus y Paratransit

¿Qué funciona y qué no funciona ahora?

TRACER Rutas



13. Las rutas de transporte público que utilizo con más frecuencia son:

Marque todas las que correspondan.

Check all that apply.

- Ruta A: Estación de transporte<-> West Valley Mall
- Ruta B: Estación de transporte<-> West Valley Mall
- Ruta C: Estación de transporte<-> Hidden Lake
- Ruta D: Estación de transporte<-> 11th St/Lammers/Kimball High
- Commuter Ruta E: Estación de transporte<-> West High School
- Commuter Ruta F: Estación de transporte<-> Estación ACE
- Commuter Ruta G: Estación de transporte<-> 11th St/Lammers
- Commuter Ruta H: Estación de transporte<-> Kimball High/Lammers
- Arbor Shuttle
- ACE Shuttle
- South Tracy Shuttle
- TRACER Plus
- Tracer Paratransit
- RTD Ruta 90
- RTD Ruta 97
- RTD Ruta 150
- Servicio de tren ACE
- No uso el transporte público

14. La(s) parada(s) de autobús que utilizo más a menudo son:

15. Si no utiliza TRACER, ¿por qué no lo hace?

Marque todas las que correspondan.

Check all that apply.

- TRACER es muy costoso
- TRACER no inicia recorridos lo suficientemente temprano
- TRACER no va a donde necesito
- TRACER no tiene recorridos lo suficientemente tarde
- Tengo que esperar demasiado para que llegue el autobús.
- No sé cómo tomar el autobús.
- No viaja a dónde necesito; díganos a dónde en "otro"
- Other: _____

16. ¿Qué haría que usted usara el TRACER?

Marque todas las que correspondan.

Check all that apply.

- Información en tiempo real en las paradas de autobús.
- Una aplicación móvil con información en tiempo real.
- Servicio más frecuente
- Servicio más temprano
- Servicio más tarde
- Other: _____

17. ¿Qué le gusta de usar el TRACER?

Marque todas las que correspondan.

Check all that apply.

- Tomar el autobús es una opción de viaje a bajo costo.
- Va a los lugares a los que necesito ir.
- Opera en los momentos en que necesito usarlo.
- Las paradas de autobús tienen buenas comodidades.
- Me siento seguro tomando el autobús.

-
18. Si actualmente usa TRACER, ¿qué cambios se podrían hacer para que viaje con más frecuencia o que le resulte más fácil hacerlo? Por favor no elija más de tres (3).

Check all that apply.

- Si fuera gratuito
- Que los autobuses pasen con más frecuencia (por ejemplo, cada 15 minutos o cada 30 minutos)
- Más paradas de autobús
- Menos paradas de autobús
- Mejorar la frecuencia con la que el autobús llega a tiempo
- Más servicios durante el fin de semana.
- Si hubiera viajes más temprano
- Si hubiera viajes más tarde
- Si pudiera hacer mi viaje sin tener que hacer transbordo a un segundo autobús.
- Si hubiera conexiones más directas hacia donde quiero ir
- Me gustaría que hubiera más comodidades en las paradas, como portabicicletas, refugios cubiertos y señalización en tiempo real.
- Poder acceder a la información a través de una aplicación móvil TRACER
- No uso trazadora
- Other: _____

19. 16. ¿Cuál sería la mejora número uno que debería hacer TRACER?

Marque sólo un óvalo.

Mark only one oval.

- Tarifas gratuitas
- Que los autobuses pasen con más frecuencia (por ejemplo, cada 15 minutos o cada 30 minutos)
- Más paradas de autobús
- Menos paradas de autobús
- Mejorar la frecuencia con la que el autobús llega a tiempo
- Más servicios durante el fin de semana.
- Si hubiera viajes más temprano
- Si hubiera viajes más tarde
- Si pudiera hacer mi viaje sin tener que hacer transbordo a un segundo autobús.
- Si hubiera conexiones más directas hacia donde quiero ir
- Me gustaría que hubiera más comodidades en las paradas, como portabicicletas, refugios cubiertos y señalización en tiempo real.
- Poder acceder a la información a través de una aplicación móvil TRACER
- No uso TRACER
- Other: _____

20. Si toma el autobús a un destino, ¿generalmente toma el autobús de regreso?

Marque sólo un óvalo.

Mark only one oval.

- Sí
- No
- A veces

21. ¿Generalmente a qué hora del día usa el TRACERT?

Marque todas las que correspondan.

Check all that apply.

- Antes de las 6 am
- 6am - 9am
- 9am - 3pm
- 3pm - 7pm
- 7pm - Medianoche

22. ¿Qué tan conveniente es TRACER para las necesidades de su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

No r Muy conveniente

23. ¿Qué tan fácil de usar es TRACER para las necesidades de su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Com Muy fácil

24. ¿Qué tan seguro se siente usando TRACER?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Insef Muy seguro

25. 25. ¿Con qué frecuencia llega puntual el autobús para su viaje?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

No l Siempre llega a tiempo

26. Si tiene algún problema, ¿qué tan satisfecho está con el servicio al cliente de TRACER?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Insa Muy Satisfecho

-
27. ¿Utiliza TRACER para conectarse a otro servicio de transporte? Si es así, ¿cuál?
Marque sólo un óvalo.

Mark only one oval.

- Rutas RTD
- ACE Tren
- Greyhound
- No me conecto a otros servicios de transporte
- Other: _____

28. Si utiliza TRACER para hacer conexión con otro servicio de transporte, ¿qué tan puntual es el transbordo?
Marque sólo un óvalo.

Mark only one oval.

- Bien sincronizado
- Generalmente tengo que esperar unos 15 minutos para mi autobús de conexión
- Generalmente tengo que esperar unos 30 minutos para mi autobús de conexión
- Generalmente tengo que esperar más de 30 minutos para mi autobús de conexión
- Other: _____

29. ¿Tiene algún otro comentario sobre cómo mejorar los servicios de autobús de TRACER?
Compártalo aquí.

-
30. ¿Conoce TRACER Plus, el servicio de autobús a pedido (on-demand) que lo llevará a cualquier lugar dentro de los límites de la ciudad? Los viajes se pueden programar llamando al (209)831-4BUS o a través de la aplicación Transloc desde Google Play Store.

Marque sólo un óvalo.

Mark only one oval.

Sí

No

31. ¿Cuál es la cantidad máxima que estaría dispuesto a pagar por un viaje de ida en TRACER Plus, el servicio de autobús a pedido (on-demand) de puerta a puerta que lo llevará a cualquier lugar dentro de los límites de la ciudad?

Marque sólo un óvalo.

Mark only one oval.

\$2-3 dólares

\$4-5 dólares

\$6-7 dólares

\$7 o más dólares

32. ¿Qué día de la semana le gustaría usar TRACER Plus?

Marque todas las que correspondan.

Check all that apply.

Lunes

Martes

Miércoles

Jueves

Viernes

Sábado

Domingo

33. ¿A qué hora del día le gustaría usar TRACER Plus? *Marque todas las que correspondan.*

Check all that apply.

- Antes de las 6 am
- 6am -9am
- 9am - 3pm
- 3pm - 7pm horas
- 7pm - Medianoche
- Other: _____

34. ¿Si ha tomado TRACER Plus, ¿cómo calificaría el servicio?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Defi ○ ○ ○ ○ ○ ¡Excelente!

35. ¿Cómo mejoría TRACER Plus?

-
36. ¿Usted conoce [TRACER Paratransit](#), el servicio de transporte compartido puerta a puerta para personas con discapacidades certificadas (ADA por sus siglas en inglés), personas mayores (65 años o más), participantes de Medicare y veteranos? Los viajes se pueden programar llamando al (209)831-4BUS

Marque sólo un óvalo.

Mark only one oval.

Sí

No

37. Si ha usado TRACER Paratransit, ¿cómo calificaría el servicio?

Marque sólo un óvalo.

Mark only one oval.

1 2 3 4 5

Necesario ¡Excelente!

38. ¿Cómo mejoraría el sistema TRACER Paratransit?

Preguntas demográficas

¡Ayúdenos a entenderlo!

39. ¿Usted tiene un automóvil?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

40. ¿Usted tiene licencia para conducir?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

41. Si no tiene un automóvil o licencia, ¿tiene alguien que lo pueda llevar a donde necesitas ir?

Marque sólo un óvalo.

Mark only one oval.

Sí

No

A veces

Other: _____

42. ¿Qué edad tiene?

Marque sólo un óvalo.

Mark only one oval.

- Menor de 16 años
- 16 - 18
- 19 - 29
- 30 - 44
- 45 - 64
- Más de 65

¿Usted sabía que los [estudiantes \(K - 12\) viajan gratis!](#)

43. ¿Hay niños en edad escolar en su hogar?

Marque sólo un óvalo.

Mark only one oval.

- Sí
- No

44. ¿Cuáles son las calles importantes más cercanas a su casa?

45. ¿Cuál es el ingreso familiar anual total aproximado?

Marque sólo un óvalo.

Mark only one oval.

- Menos de \$20,000
- \$20,000 a \$39,999
- \$40,000 a \$79,999
- \$80,000 a \$119,000
- \$120,000 a \$179,000
- Más de \$180,000
- No sé/Prefiero no decirlo

46. Usted es

Marque sólo un óvalo.

Mark only one oval.

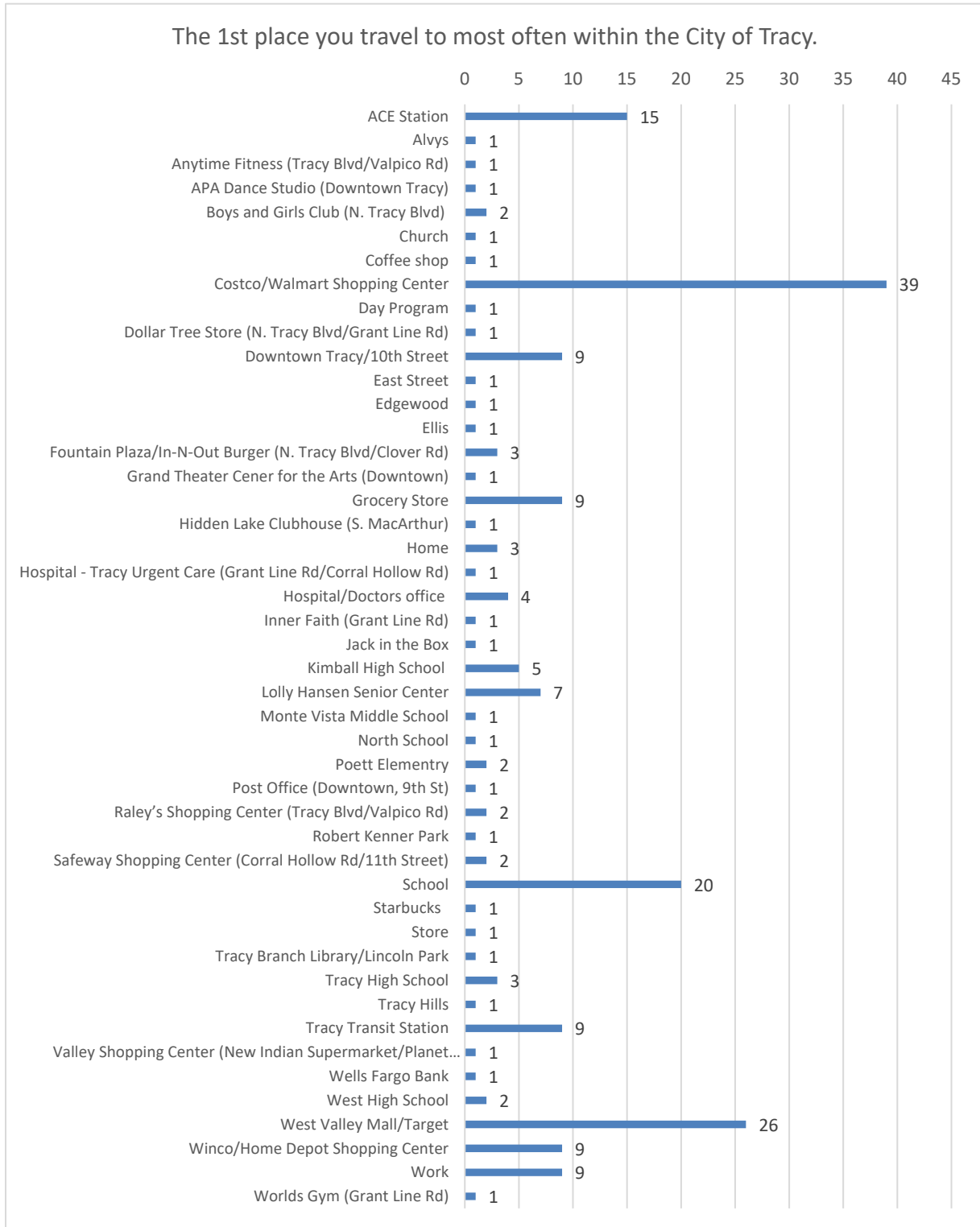
- Blanco no hispano
- Hispano/latino
- Afroamericano/negro
- Asiático/isleño del Pacífico
- Multirracial
- Prefiero no decirlo
- Other: _____

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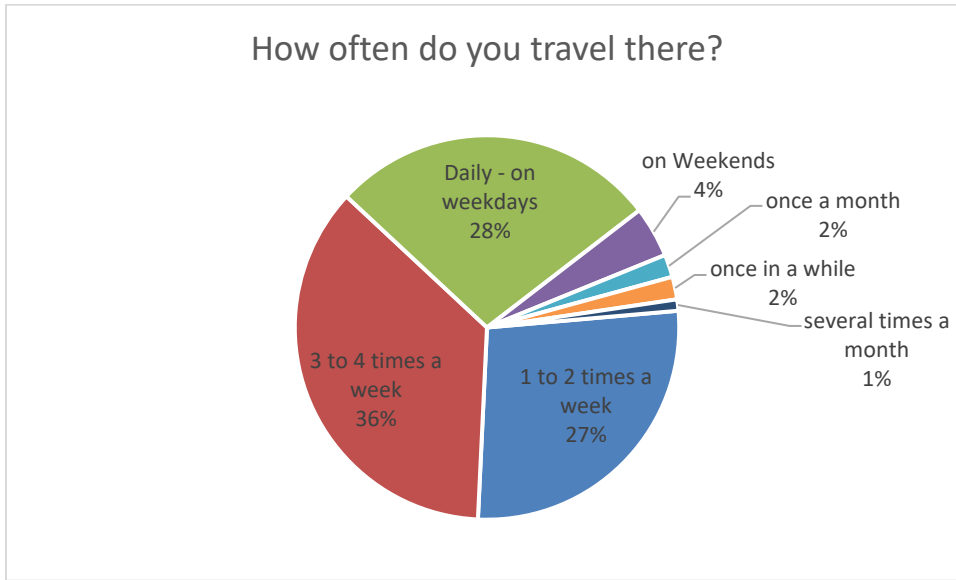
Google Forms

APPENDIX D: SURVEY RESULTS

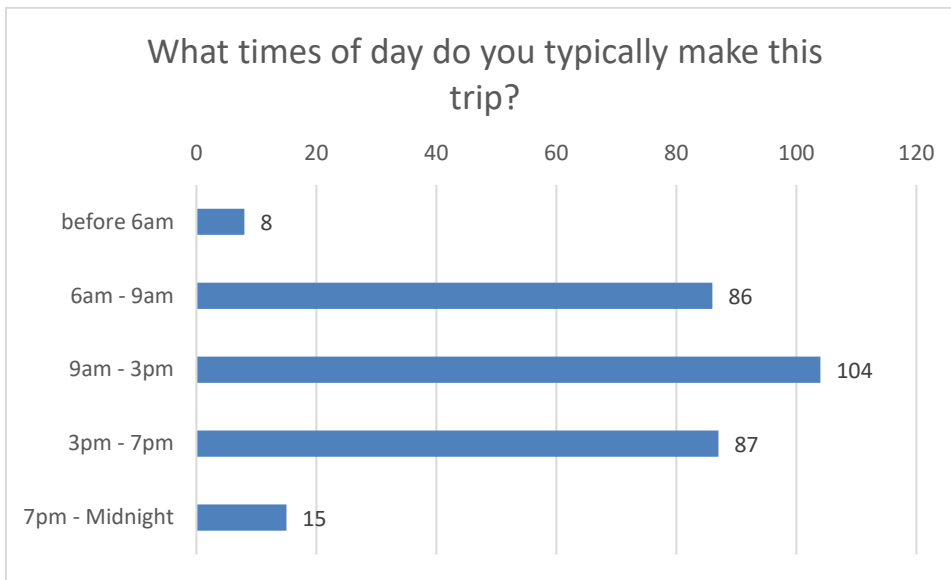
Q1: The 1st place you travel to most often within the City of Tracy.



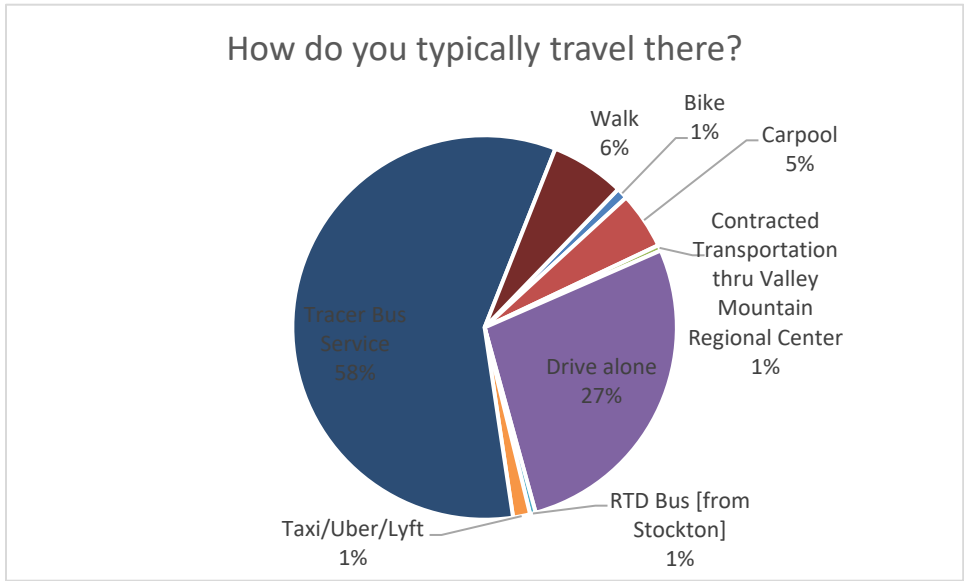
Q2: How often do you travel there?



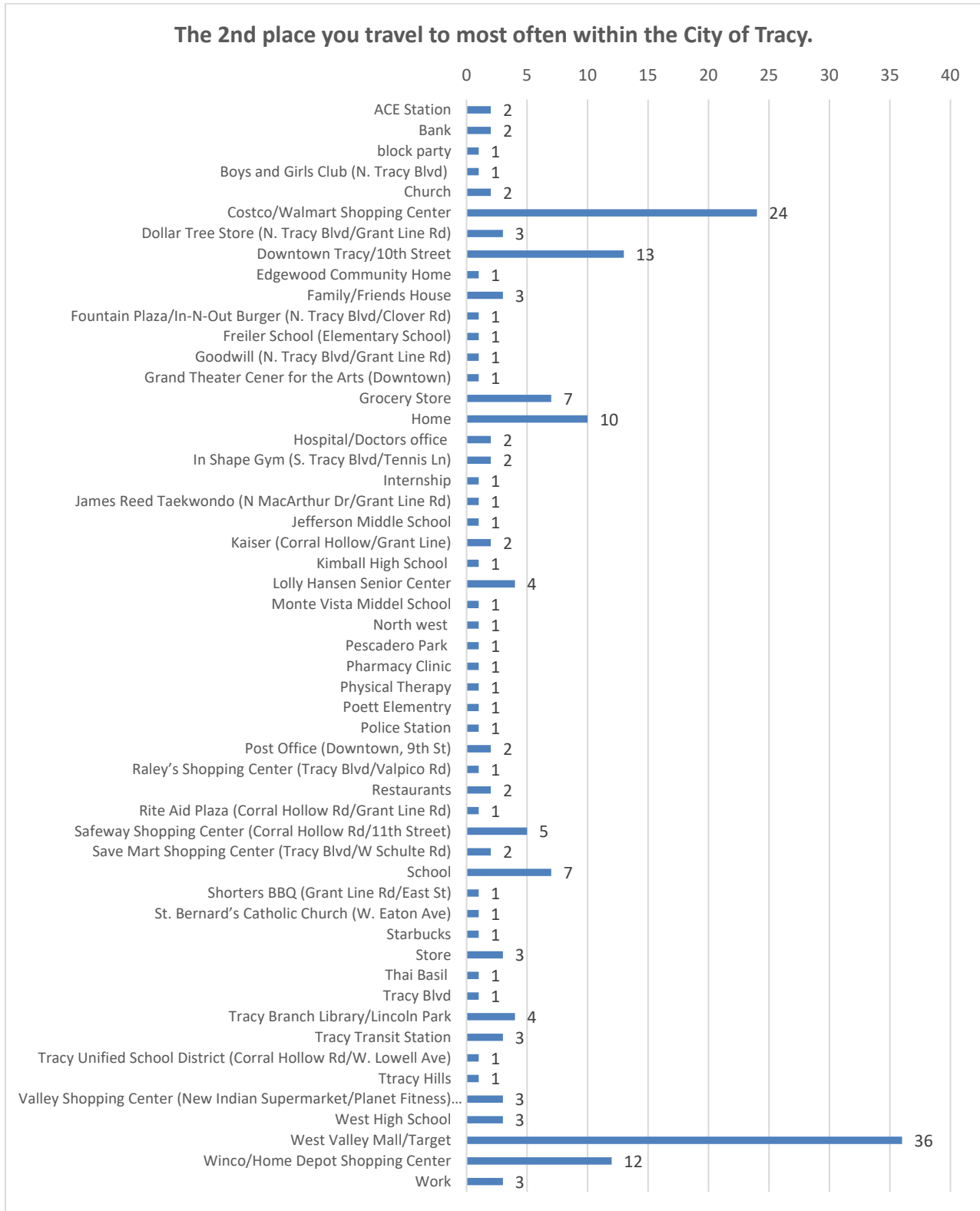
Q3: What times of day do you typically make this trip?



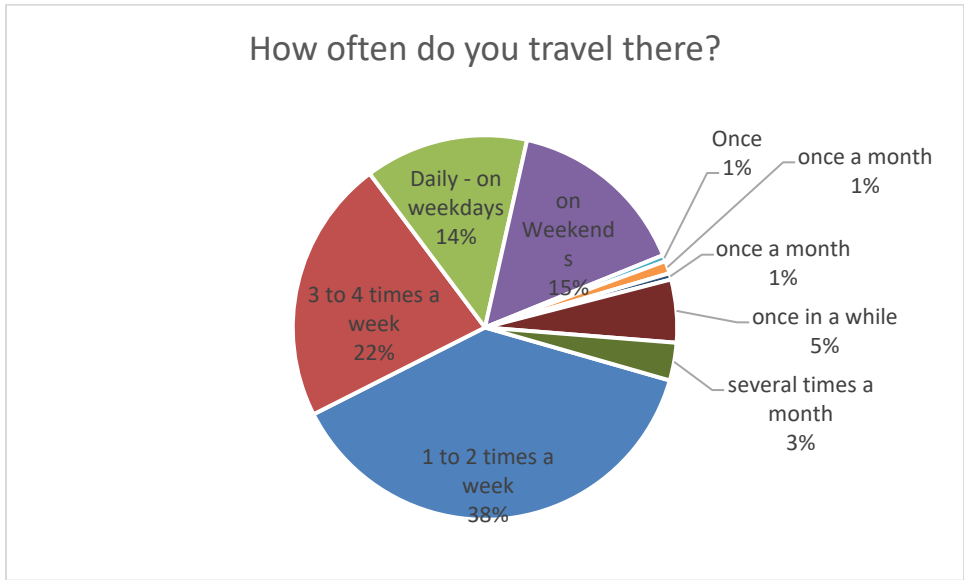
Q4: How do you typically travel there?



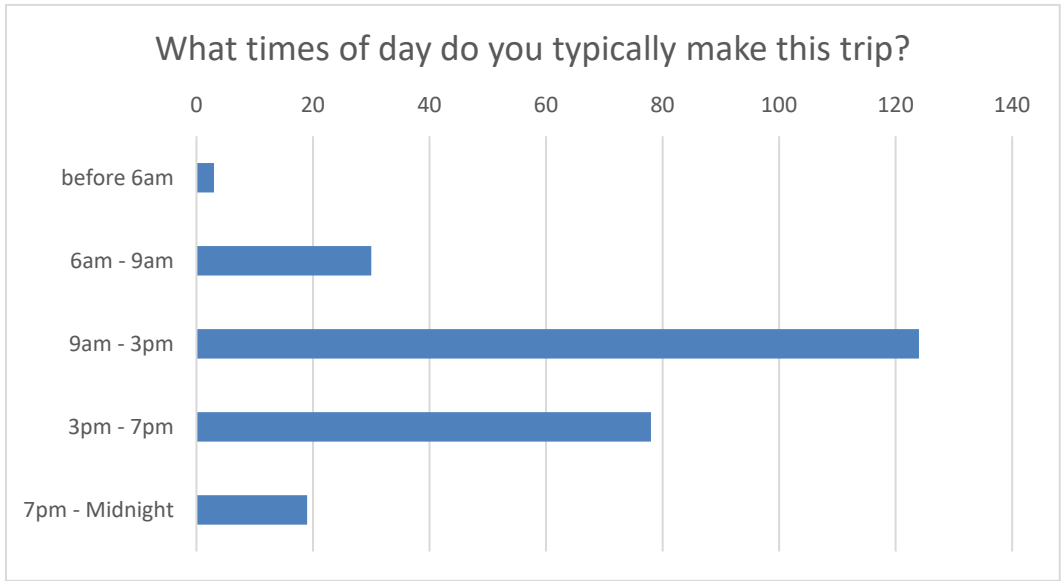
Q5: The 2nd place you travel to most often within the City of Tracy



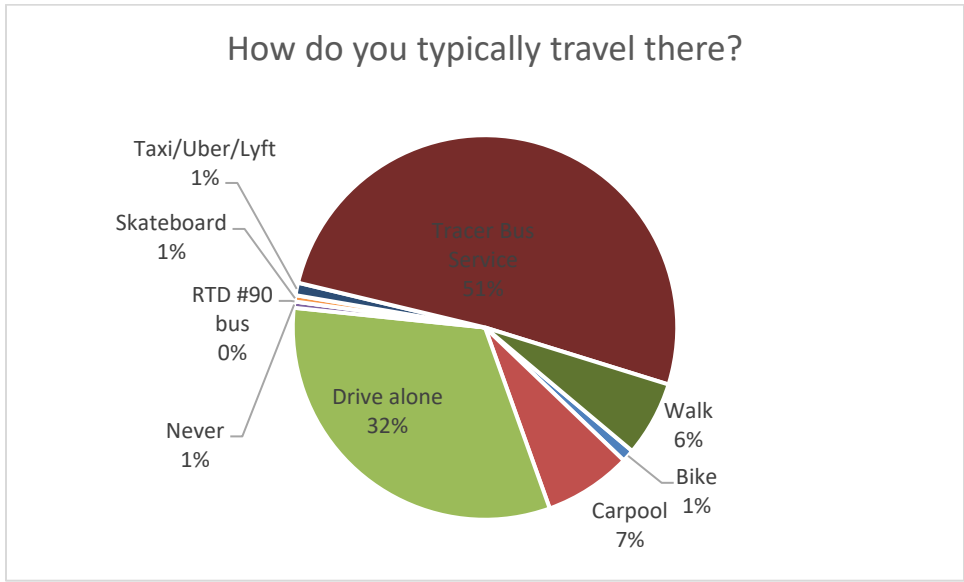
Q6: How often do you travel there?



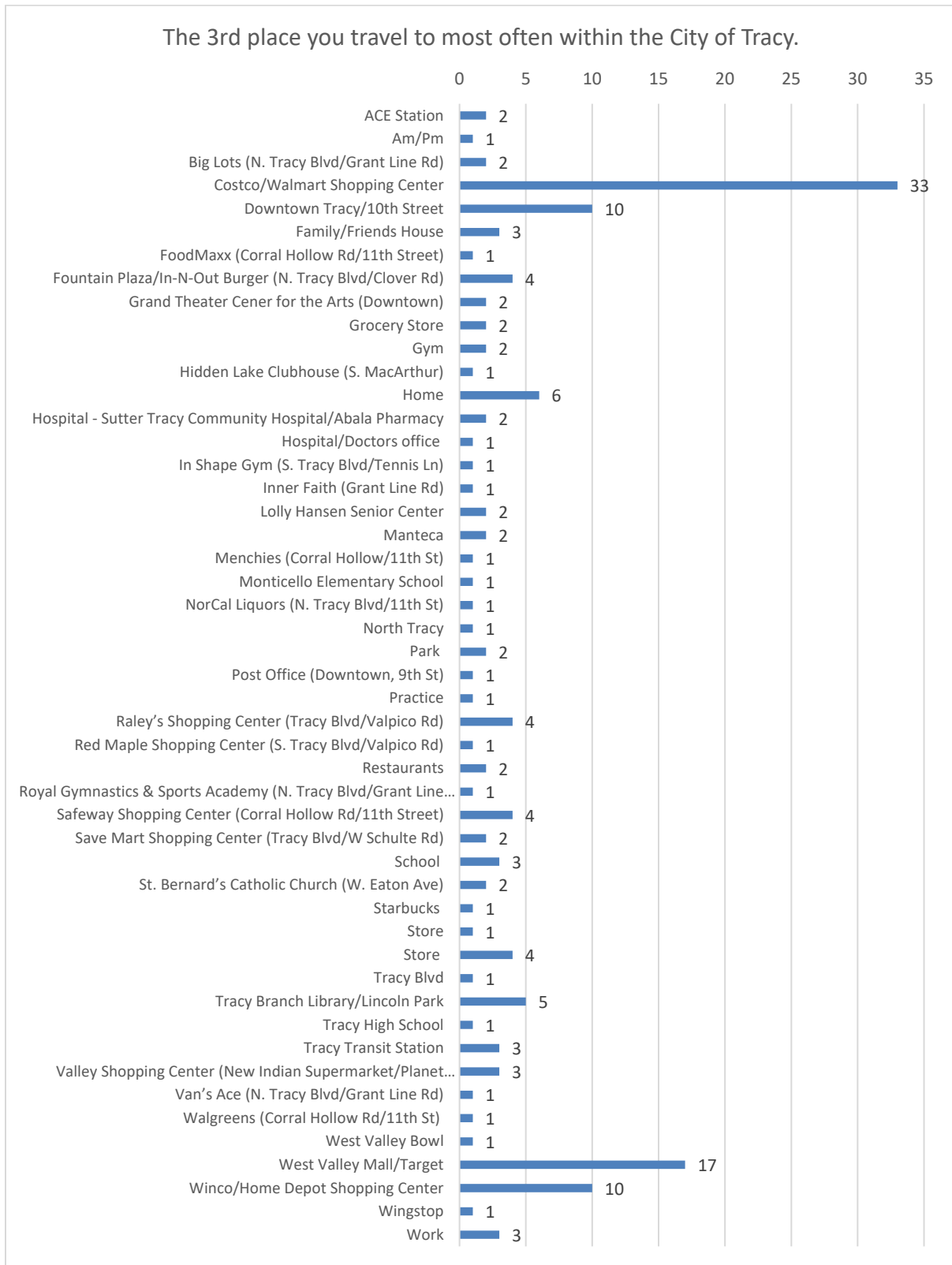
Q7: What times of day do you typically make this trip?



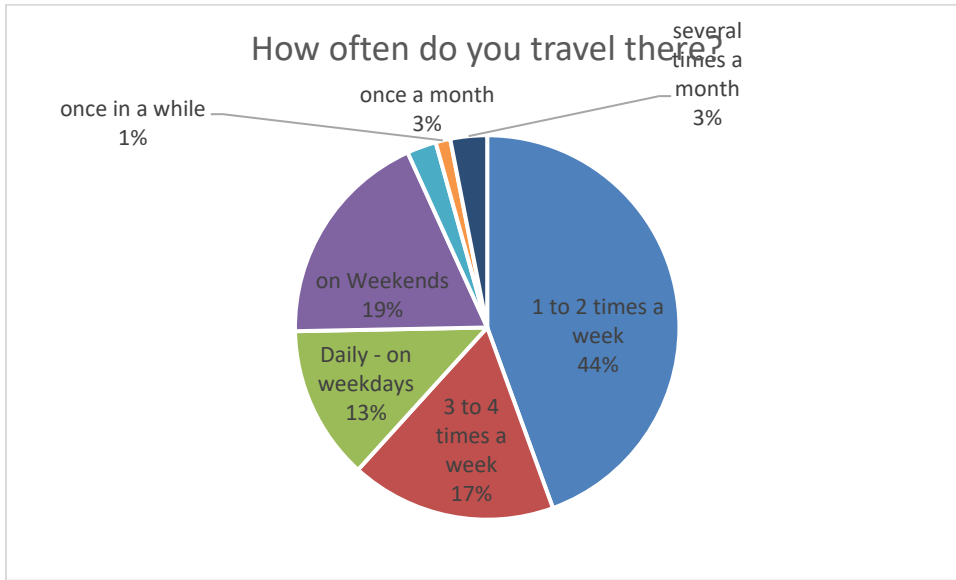
Q8: How do you typically travel there?



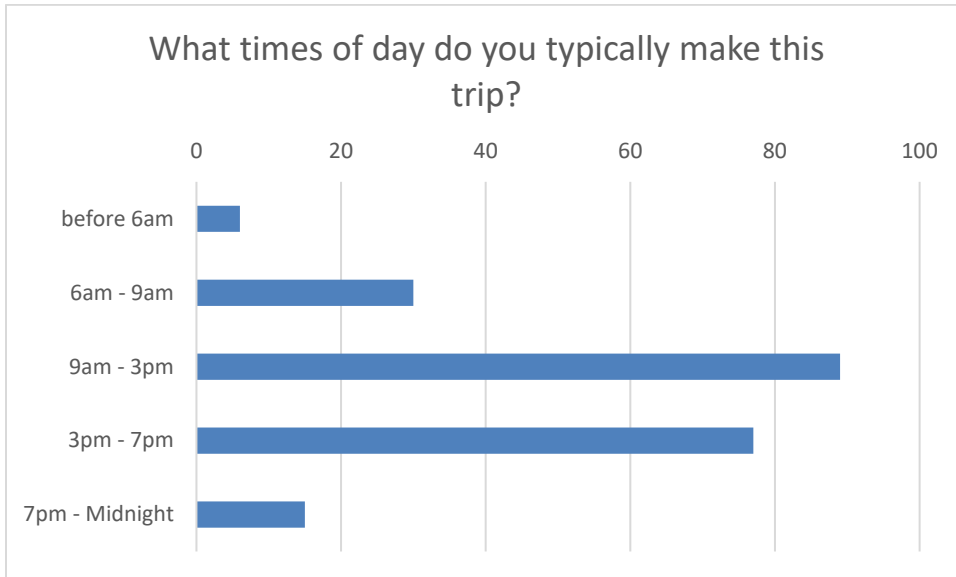
Q9: The 3rd place you travel to most often within the City of Tracy.



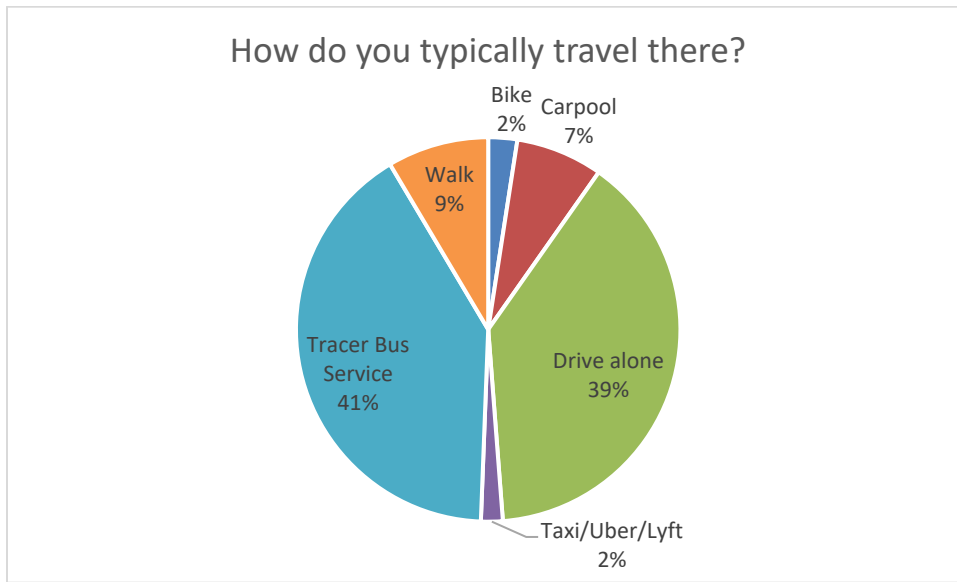
Q10: How often do you travel there?



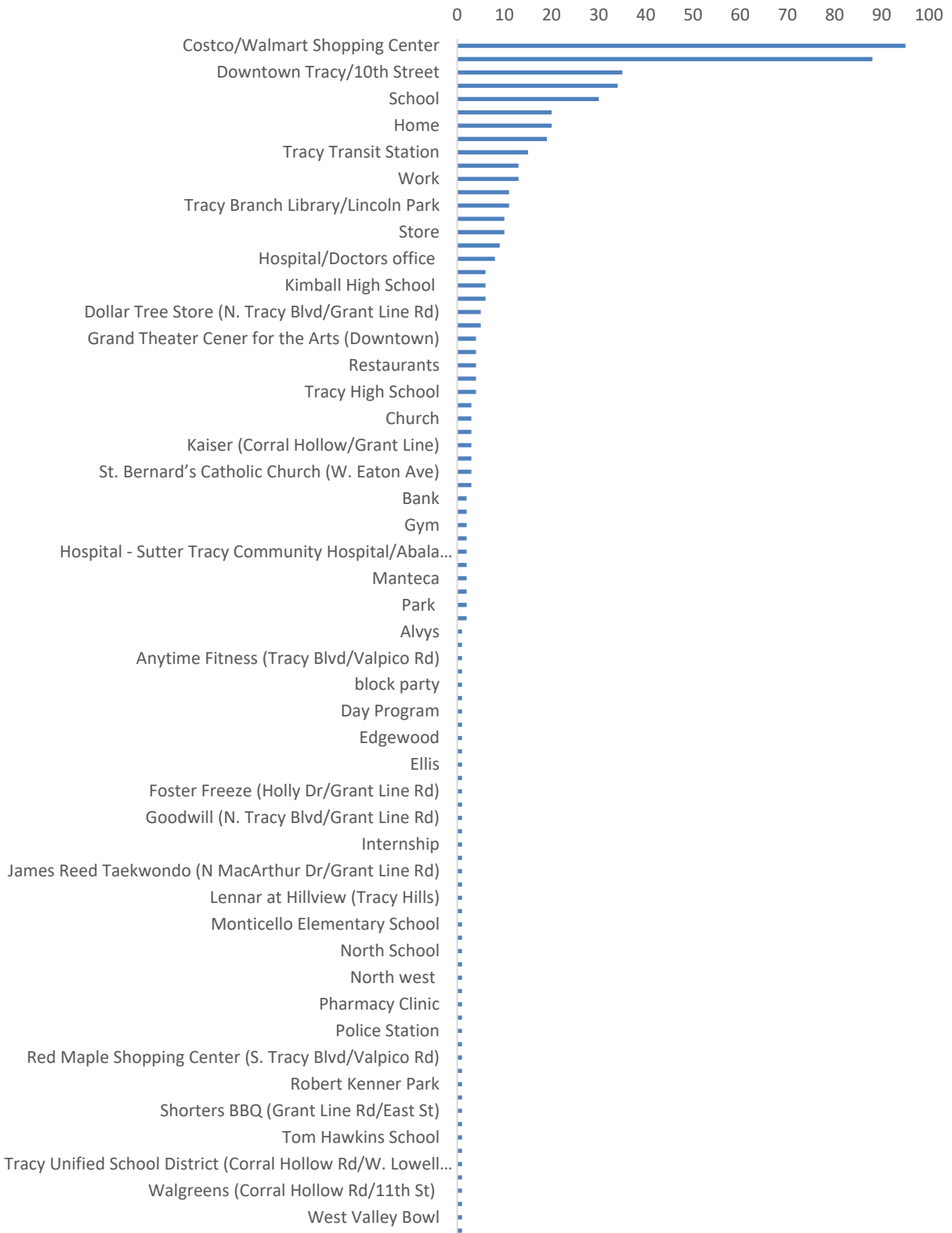
Q11: What times of day do you typically make this trip?



Q12: How do you typically travel there?



All Places people travel within the City of Tracy. (Q1,Q5, Q9) Distilled



Q1-12 Combined Analysis

Places People Travel Most - Detailed.	Total Travelers	Frequency							Time of Day					Mode of Transportation									
		1 to 2 times a week	3 to 4 times a week	Daily - on weekdays	on Weekends	once a month	once in a while	several times a month	before 6am	6am - 9am	9am - 3pm	3pm - 7pm	7pm - Midnight	Bike	Carpool	Contracted through Valley Mountain Regional	Drive alone	Never	RTD Bus [from Stockton]	Skateboard	Taxi/Uber/Lyft	Tracer Bus Service	Walk
Costco/Walmart Shopping Center	95	51	19	5	14	2	2	2	0	13	62	40	9	0	5	0	0	0	0	0	3	49	1
West Valley Mall/Target	88	33	17	6	17	1	4	1	1	7	54	33	5	3	7	0	0	0	0	0	1	46	4
Downtown Tracy/10th Street	35	10	7	2	10	1	1	1	0	5	21	17	5	1	1	0	0	1	0	0	1	17	1
Winco/Home Depot Shopping Center	34	14	7	2	3	2	0	2	0	8	15	11	1	1	1	0	0	0	0	0	0	14	2
School	30	0	11	15	0	0	0	0	1	19	8	8	0	1	3	0	0	0	0	0	0	15	3
Grocery Store	20	9	5	2	2	0	0	0	0	2	12	6	2	0	1	0	0	0	0	0	0	7	0
Home	20	2	5	12	0	0	0	0	1	1	7	13	1	0	0	0	0	0	0	0	0	12	1
ACE Station	19	7	11	1	0	0	0	0	3	19	0	12	3	0	2	0	0	0	0	0	0	11	0
Tracy Transit Station	15	4	4	6	0	0	0	0	1	9	9	6	2	0	0	0	0	0	0	0	0	12	3
Lolly Hansen Senior Center	13	5	6	2	0	0	0	0	0	5	8	0	0	0	1	0	0	0	0	0	0	5	3
Work	13	2	5	7	1	0	0	0	1	6	6	6	1	0	0	0	0	0	0	0	0	5	2
Safeway Shopping Center (Corral Hollow Rd/11th Street)	11	6	4	0	0	0	1	0	0	3	3	7	1	0	0	0	0	0	0	0	0	4	0
Tracy Branch Library/Lincoln Park	11	5	2	2	0	0	1	0	0	1	5	5	1	1	0	0	0	0	0	0	0	6	2
Raley's Shopping Center (Tracy Blvd/Valpico Rd)	10	2	3	1	1	0	0	0	0	0	3	4	1	0	1	0	0	0	0	0	0	4	1
Store	10	3	1	0	1	0	0	0	0	0	4	1	0	0	0	0	0	0	0	0	0	1	0
Fountain Plaza/In-N-Out Burger (N. Tracy Blvd/Clover Rd)	9	3	4	0	0	0	0	1	0	2	3	6	0	0	2	0	0	0	0	0	0	3	1
Hospital/Doctors office	8	0	0	2	0	1	0	4	0	1	7	2	1	0	1	0	0	0	0	1	0	4	0
Family/Friends House	6	1	1	0	4	0	0	0	0	0	4	3	0	0	1	0	0	0	0	0	0	2	0
Kimball High School	6	1	1	3	0	0	0	0	0	4	1	2	0	0	0	0	0	0	0	0	0	5	1
Valley Shopping Center (New Indian Supermarket/Planet Fitness) (N. Tracy Blvd/W. Clover Rd)	6	3	3	1	0	0	0	0	0	0	1	7	2	0	0	0	0	0	0	0	0	2	1
Dollar Tree Store (N. Tracy Blvd/Grant Line Rd)	5	3	0	0	0	1	0	0	0	0	2	2	1	0	0	0	0	0	0	0	0	2	2
West High School	5	1	1	3	0	0	0	0	1	3	0	2	0	0	0	0	0	0	0	0	0	2	0
Grand Theater Cener for the Arts (Downtown)	4	2	0	1	1	0	0	0	0	0	3	1	0	0	0	0	0	0	0	0	0	2	0
Post Office (Downtown, 9th St)	4	3	0	0	1	0	0	0	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0
Restaurants	4	2	0	1	0	0	1	0	0	0	3	2	0	0	1	0	0	0	0	0	0	2	0
Save Mart Shopping Center (Tracy Blvd/W Schulte Rd)	4	1	0	0	2	0	1	0	0	1	3	2	0	0	0	0	0	0	0	0	0	2	0



Places People Travel Most - Detailed.	Total Travelers	1 to 2 times a week	3 to 4 times a week	Daily - on weekdays	on Weekends	once a month	once in a while	several times a month	before 6am	6am - 9am	9am - 3pm	3pm - 7pm	7pm - Midnight	Bike	Carpool	Contracted Transportation through Valley Mountain Regional	Drive alone	Never	RTD Bus [from Stockton]	Skateboard	Taxi/Uber/Lyft	Tracer Bus Service	Walk
Tracy High School	4	0	0	4	0	0	0	0	0	3	2	1	0	0	1	0	0	0	0	0	0	3	0
Boys and Girls Club (N. Tracy Blvd)	3	0	1	2	0	0	0	0	1	2	1	1	0	0	0	0	0	0	0	0	0	3	0
Church	3	0	2	0	1	0	0	0	0	1	2	1	0	0	0	0	1	0	0	0	0	2	0
In Shape Gym (S. Tracy Blvd/Tennis Ln)	3	1	2	0	0	0	0	0	1	1	3	0	0	0	0	0	2	0	0	0	0	1	0
Kaiser (Corral Hollow/Grant Line)	3	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0
Poett Elementary	3	0	1	2	0	0	0	0	0	0	3	2	0	0	0	0	0	0	0	0	0	3	0
St. Bernard's Catholic Church (W. Eaton Ave)	3	2	0	0	1	0	0	0	0	0	3	2	2	0	0	0	3	0	0	0	0	0	0
Starbucks	3	1	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0
Bank	2	0	1	1	0	0	0	0	0	2	1	0	0	0	0	0	2	0	0	0	0	0	0
Big Lots (N. Tracy Blvd/Grant Line Rd)	2	0	1	0	0	0	1	0	0	0	1	1	0	0	0	0	1	0	0	0	0	1	0
Gym	2	1	1	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0
Hidden Lake Clubhouse (S. MacArthur)	2	1	0	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Hospital - Sutter Tracy Community Hospital/Abala Pharmacy	2	0	0	0	0	1	0	1	0	0	2	0	0	0	0	0	1	0	0	0	0	1	0
Inner Faith (Grant Line Rd)	2	1	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	1
Manteca	2	0	0	1	1	0	0	0	0	1	2	1	1	0	0	0	0	0	0	0	0	1	0
Monte Vista Middel School	2	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Park	2	0	0	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Tracy Blvd	2	1	0	1	0	0	0	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0
Alvys	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Am/Pm	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Anytime Fitness (Tracy Blvd/Valpico Rd)	1	0	1	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0
APA Dance Studio (Downtown Tracy)	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0
block party	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Coffee Shop	1	0	0	0	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Day Program	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0
East Street	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	0
Edgewood	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Edgewood Community Home	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0



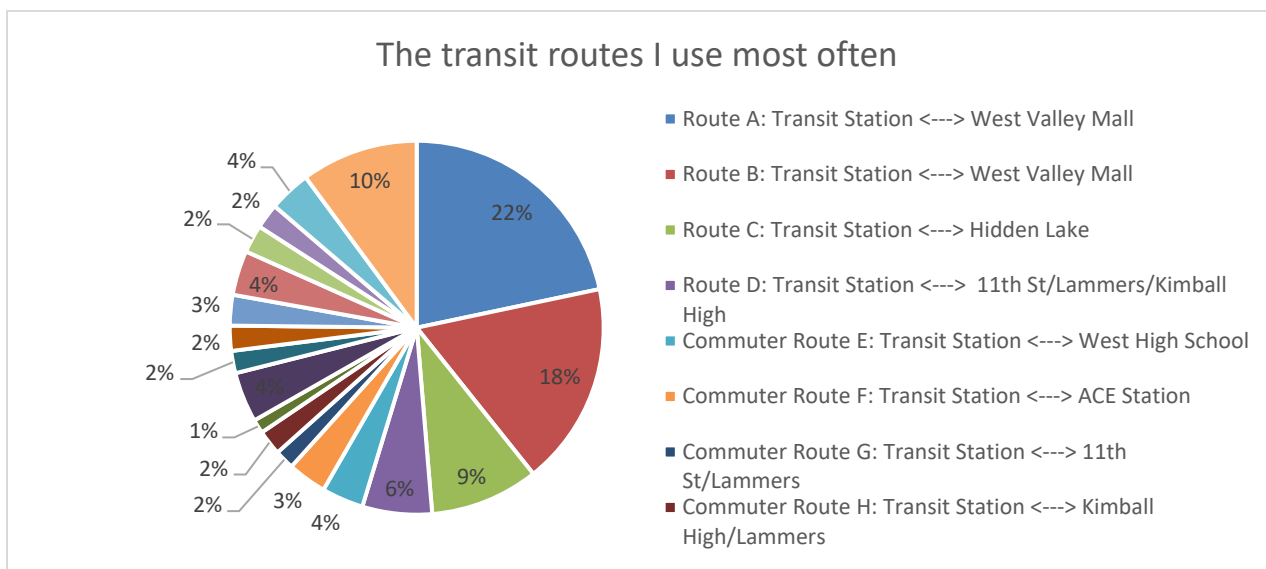
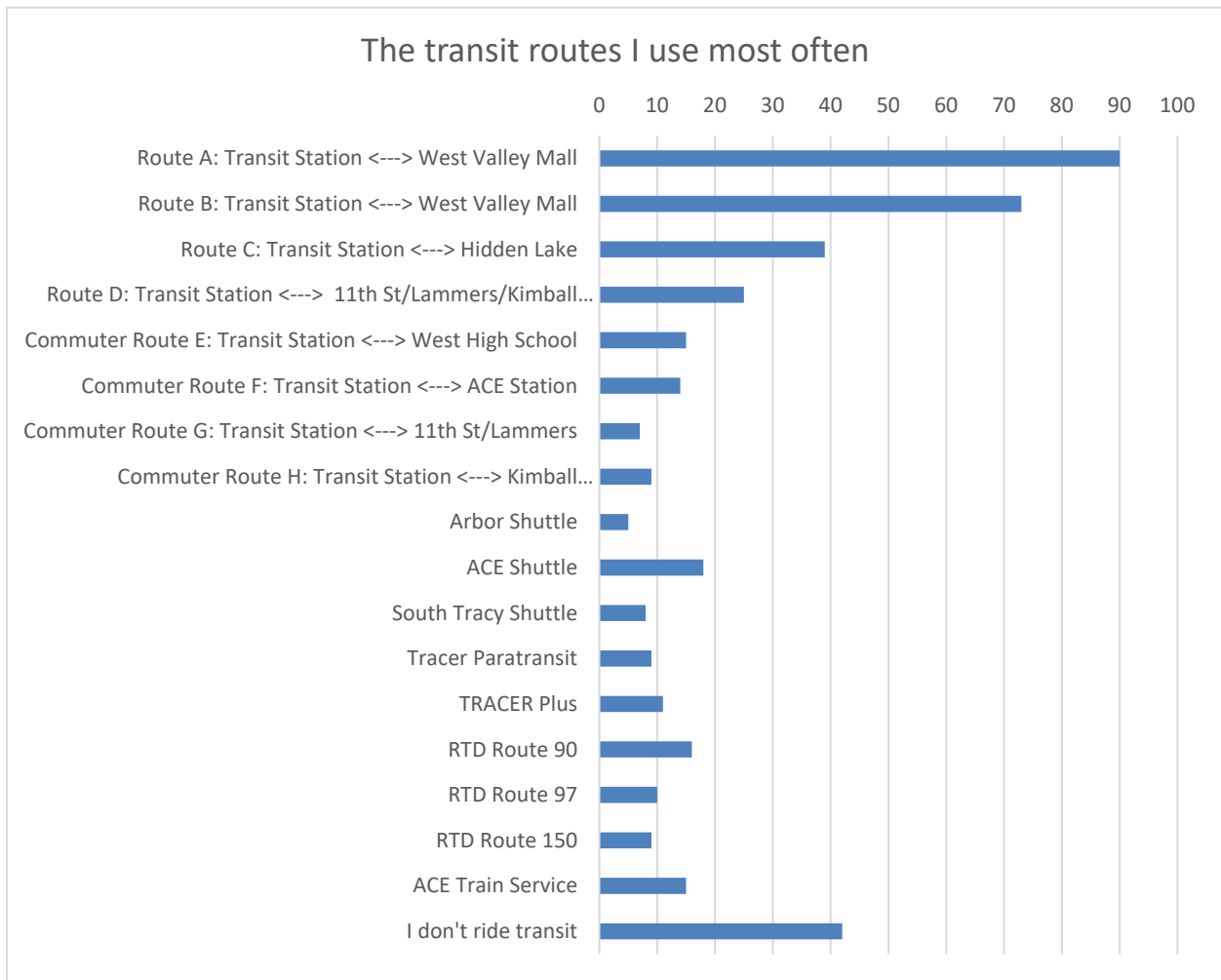
Places People Travel Most - Detailed.	Total Travelers	1 to 2 times a week	3 to 4 times a week	Daily - on weekdays	on Weekends	once a month	once in a while	several times a month	before 6am	6am - 9am	9am - 3pm	3pm - 7pm	7pm - Midnight	Bike	Carpool	Contracted Transportation through Valley Mountain Regional	Drive alone	Never	RTD Bus [from Stockton]	Skateboard	Taxi/Uber/Lyft	Tracer Bus Service	Walk
Ellis	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FoodMaxx (Corral Hollow Rd/11th Street)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Foster Freeze (Holly Dr/Grant Line Rd)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Freiler School (Elementary School)	1	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0
Goodwill (N. Tracy Blvd/Grant Line Rd)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Hospital - Tracy Urgent Care (Grant Line Rd/Corral Hollow Rd)	1	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Internship	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Jack in the Box	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
James Reed Taekwondo (N MacArthur Dr/Grant Line Rd)	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Jefferson Middle School	1	0	0	1	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0
Lennar at Hillview (Tracy Hills)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Menchies (Corral Hollow/11th St)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0
Monticello Elementary School	1	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
NorCal Liquors (N. Tracy Blvd/11th St)	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0
North School	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0
North Tracy	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
North west	1	0	1	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	1	0
Pescadero Park	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Pharmacy Clinic	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0
Physical Therapy	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Police Station	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Practice	1	0	1	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	1	0	0
Red Maple Shopping Center (S. Tracy Blvd/Valpico Rd)	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	0	0
Rite Aid Plaza (Corral Hollow Rd/Grant Line Rd)	1	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	1	0
Robert Kenner Park	1	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Royal Gymnastics & Sports Academy (N. Tracy Blvd/Grant Line Rd)	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Shorters BBQ (Grant Line Rd/East St)	1	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	1	0
Thai Basil	1	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0



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Tom Hawkins School	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tracy Hills	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Tracy Unified School District (Corral Hollow Rd/W. Lowell Ave)	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
Van's Ace (N. Tracy Blvd/Grant Line Rd)	1	0	1	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
Walgreens (Corral Hollow Rd/11th St)	1	0	0	0	1	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Wells Fargo Bank	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	0	0	0	0
West Valley Bowl	1	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1
Wingstop	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0
Worlds Gym (Grant Line Rd)	1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0

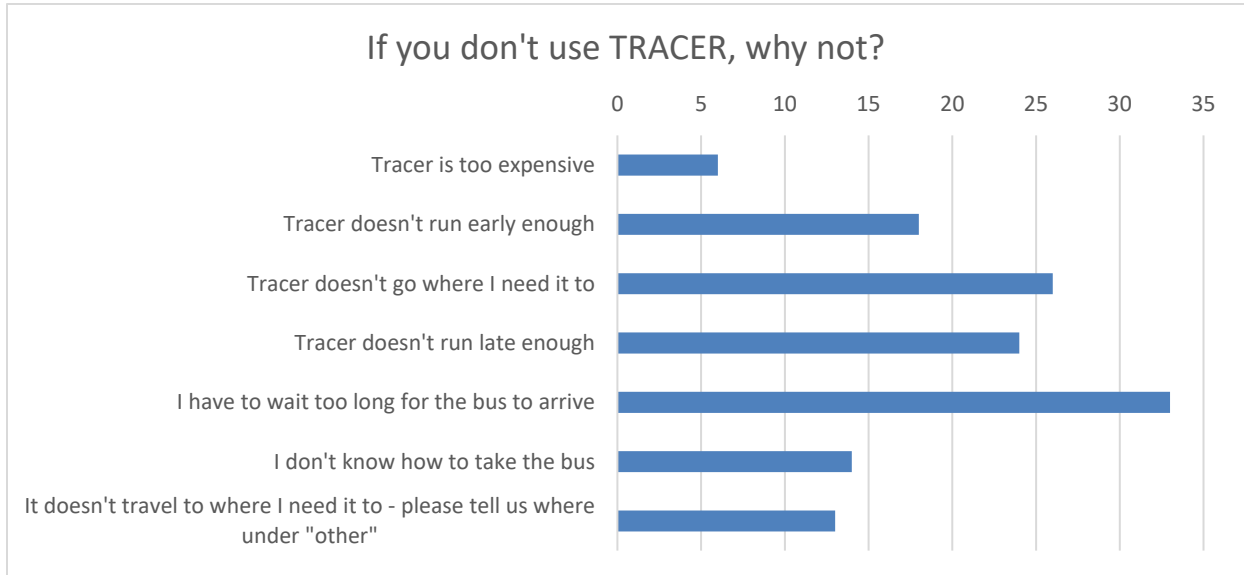
##	194	138	99	67	9	15	13	13	133	295	230	46	8	35	1	176	0	2	0	7	269	36
100 %	34%	24%	17%	12%	2%	3%	2%	2%	23%	51%	40%	8%	1%	6%	0%	31%	0%	0%	0%	1%	47%	6%

Q13: The transit routes I use most often are:



Q14: The stop(s) I use most often are

Q15: If you don't use TRACER, why not?



Places it does not go:

Banks & Post Office

Winco foods

Outside of town

Doesn't run down Tracy Blvd between Shulte and 21st street and I am not able to walk to Shulte or 11th Street to pick up a bus or transfer.

It doesn't come to Mountain House

Other:

Also, no Ace trains for weekends or later hours

I don't have bus ticket

For groceries and other purpose car is more convenient

get a ride

holiday and Sunday

I can still drive my own car

I do use

I don't like people. I drive alone. Plus, everything in Tracy is cramped up in the little area by Walmart.

I drive

I have a car

I have lots of stops and kids to take with me and the bus isn't efficient use of my time.

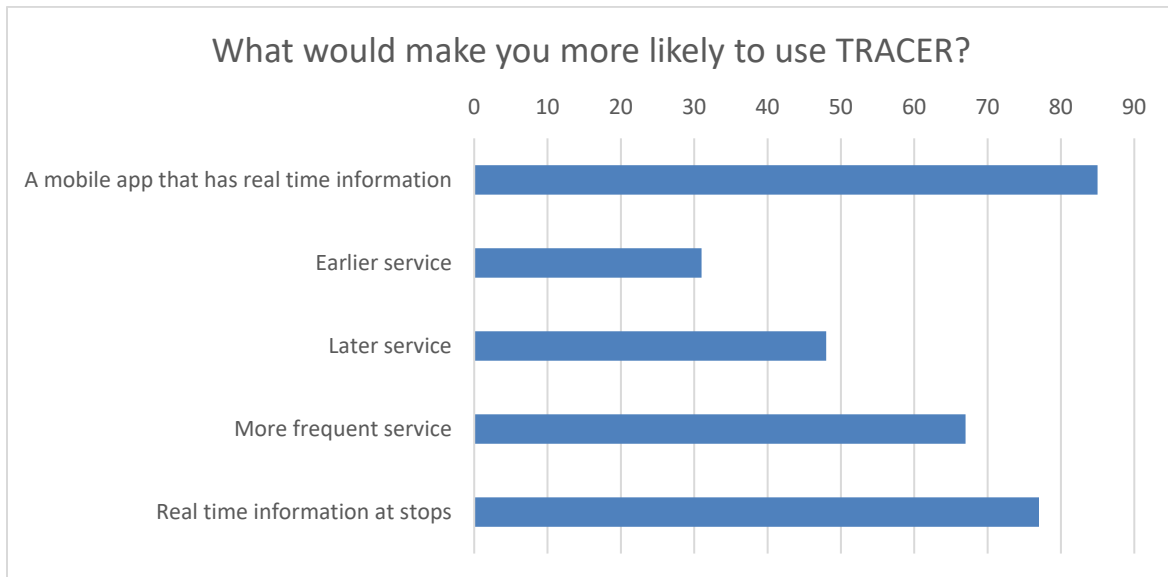
I have to call the paratransit bus to see where they are on their way to get me

I have to take several different buses to get where I want to go

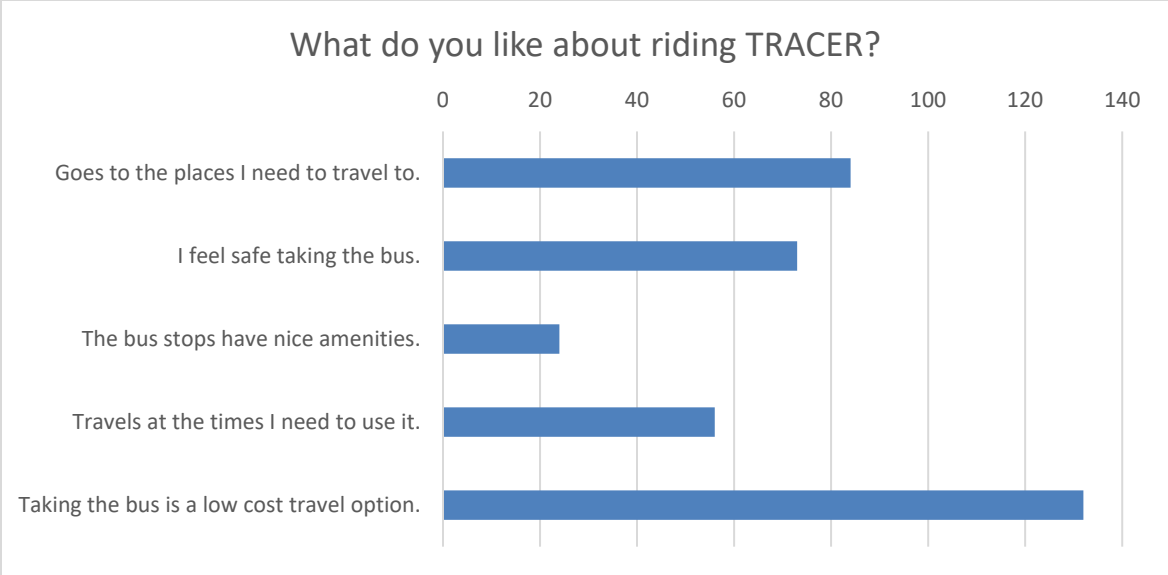
I live 2.5 hrs out of Tracy

I live too far outside of Tracy
 I wait about 6 minutes
 I work out of town
 I would have to take 3 buses to get there. The routes need to be redone to make it more efficient
 I would like to use but there is no service from mountain house
 Independent choice
 It is totally inconvenient to my lifestyle
 its free
 It's more convenient for me to drive.
 n/a
 No weekend service to and from Tracy hill's community
 no weekend service to/from Tracy hills
 Not available from mountain house
 Not familiar with Tracy public transportation
 para transit/ I don't like the route c bus
 some drivers are mean
 Takes too long
 The routes are too long and too far in between.
 this is my first time, but I like it so far
 Timing
 Tracy does not have a real time app to download so I don't ever know when the bus is arriving at bus stop

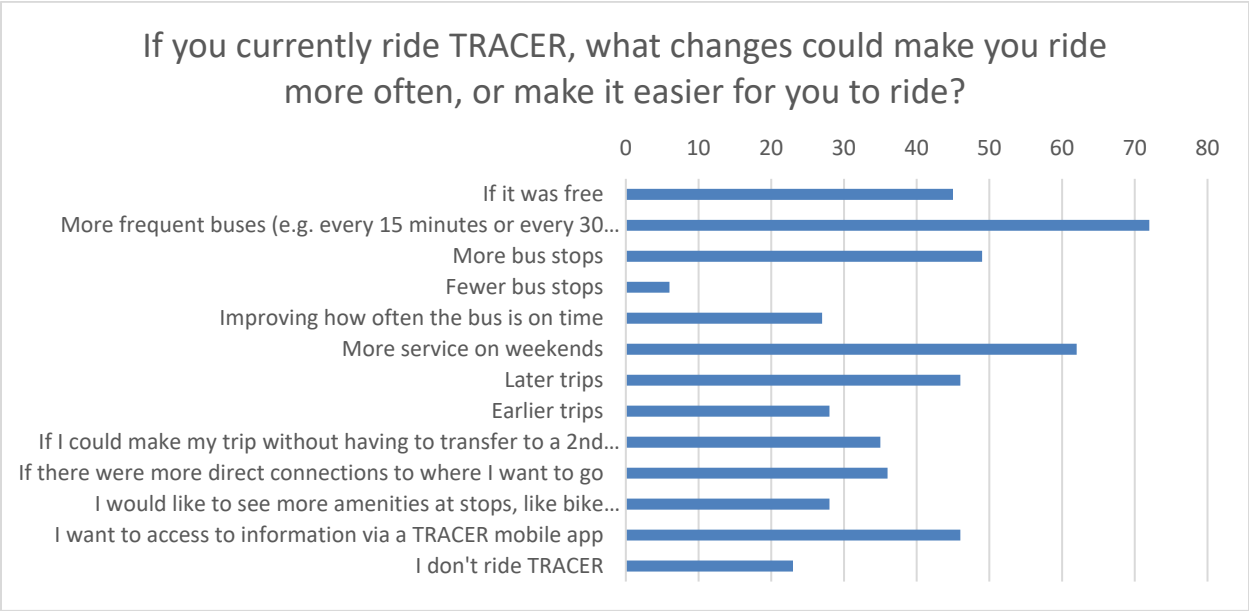
Q16: What would make you more likely to use TRACER?



Q17: What do you like about riding TRACER?

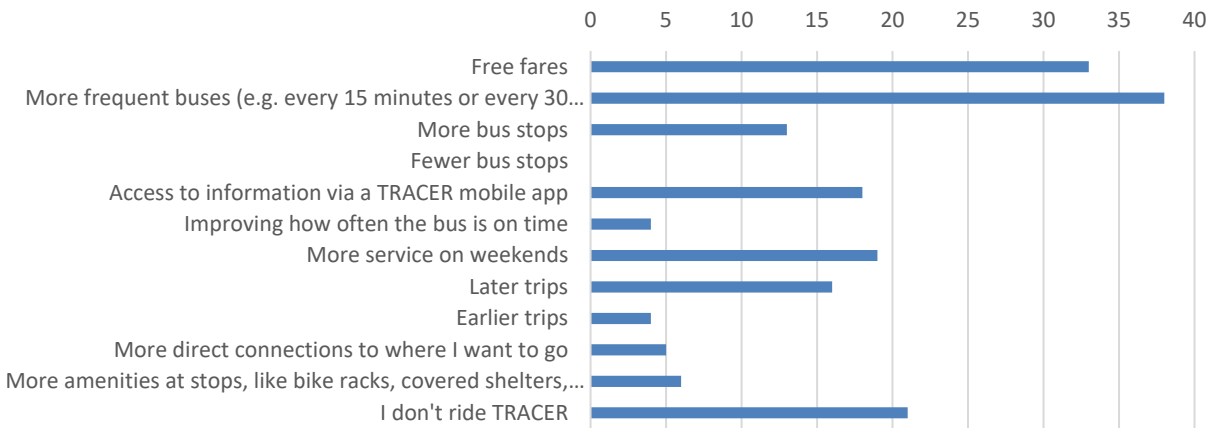


Q18: If you currently ride TRACER, what changes could make you ride more often, or make it easier for you to ride?



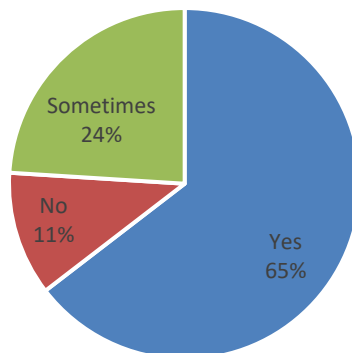
Q19: What would be the number one improvement TRACER should make?

What would be the number one improvement TRACER should make?

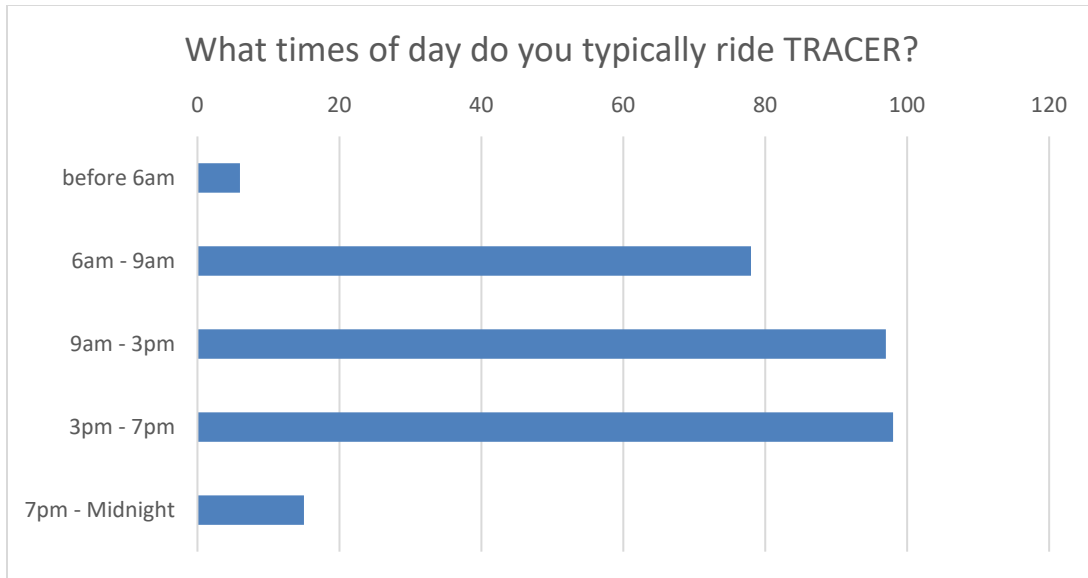


Q20: If you take the bus to a destination, do you generally take the bus back on your return trip?

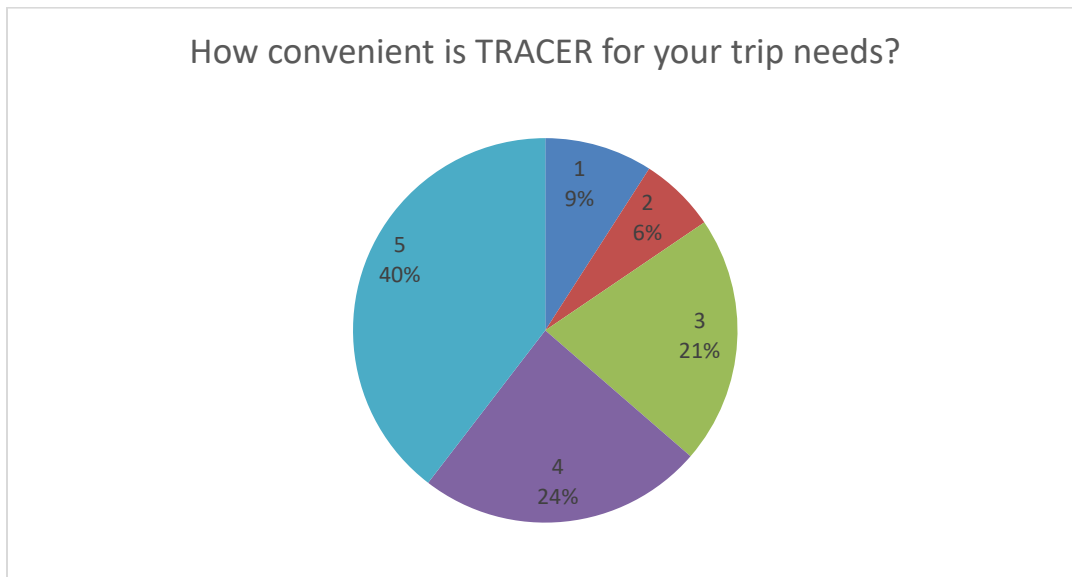
If you take the bus to a destination, do you generally take the bus back on your return trip?



Q21: What times of day do you typically ride TRACER?

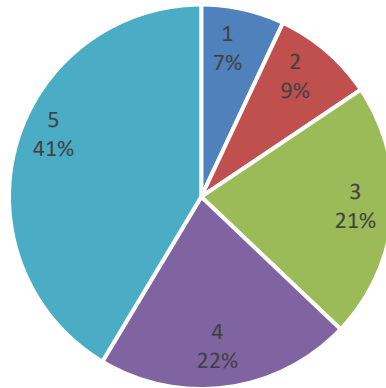


Q22: How convenient is TRACER for your trip needs?



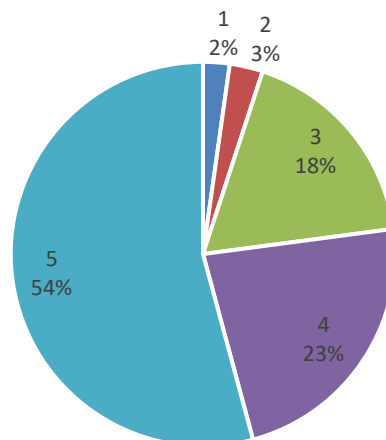
Q23: How easy to use is TRACER for your trip needs?

How easy to use is TRACER for your trip needs?



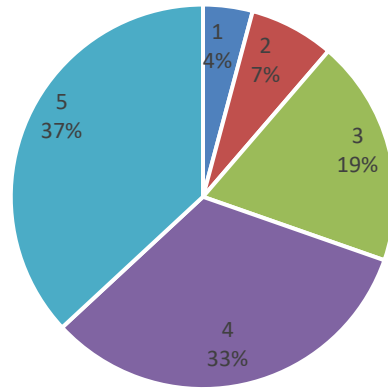
Q24: How safe do you feel riding TRACER?

How safe do you feel riding TRACER?



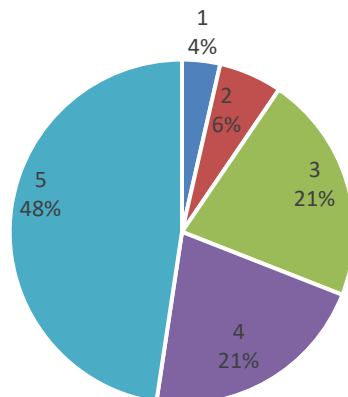
Q25: How often is the bus on-time for your trip?

How often is the bus on-time for your trip?



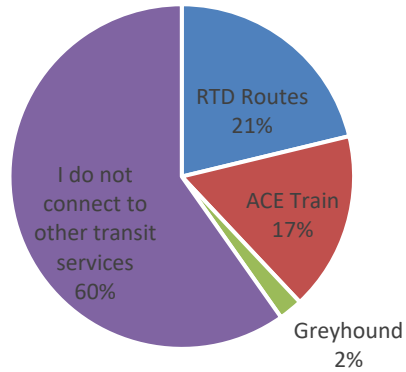
Q26: If you have an issue, how satisfied are you with TRACER's customer service?

If you have an issue, how satisfied are you with TRACER's customer service?



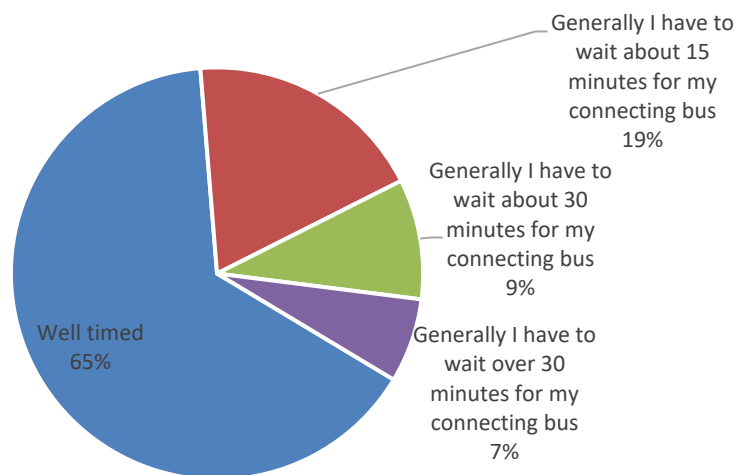
Q27: Do you use TRACER to connect to another transit service? If so, which one?

Do you use TRACER to connect to another transit service? If so, which one?



Q28: If you use TRACER to connect to another transit service, how well timed is this transfer?

If you use TRACER to connect to another transit service, how well timed is this transfer?



OTHER:

depends on the way I want to go

I don't connect with others

I have never used TRACER

Lot of wait time more than 30

Not well timed

well timed, but sometimes the bus doesn't show up (90) or is late every time

Q29: Do you have any other comments on how to improve TRACER bus services?

A mobile app I real time

A survey should be given to Monte Vista and Williams Middle Schools to see how many of their students need access to bus service. The bus lines seem to be catered to the high schools, which start later than the middle schools in Tracy. It may help to reduce the amount of cars that travel to both schools.

A) line at Walmart should extend to the exit by taco bell for people who want to go to fast food places C)

I think would feel safer on 11th set from E to Parker than 10th. stops should be big lots

As of today, we have Tracer connectivity to Acer. Would like to have Tracer connectivity to Pleasanton Bart as most of us are office goers to San Jose

Buses are always clean; drivers are very helpful

buses that run later than 9

Connectivity to Mountain House

earlier and later times should be improved

everything is okay

Field trip discounts/promotions for schools who can't seem to get bus drivers. Taking public transit would be a great option.

have bus connect better more covering Tracy Blvd.

have later buses bc some people need them

have more stops within the residential areas

Have the buses go down each major street (examples) Start at Tracy Hills bus goes all the way down Corral Hollow road with stops at major intersections. Bus goes all the way down straight on Corral Hollow till it gets to the mall. Turns around and goes back. Another bus on would intercede or cross. (Example) 11th street bus would start way out by Banta on 11th run all the way down 11th till it got to Kimball high. Turn around and go back. Bus on Tracy Blvd. start at Ace train station go all the way down Tracy Blvd passed Dennys turn around and go back. Same on Grant line road, Central etc. don't drive thru neighborhoods. Make it easier to use and more people will ride it. It's stupid that a person has to make so many connections. It would take me from where I live 3 buses to get to the mall, Walmart on top of having to walk a good distance to the bus stop. The time would be about two hours to get there. Easier to take Uber.

Having a coin trolley run every 15 min

I enjoyed the Bus routes A and E commuter routes H a lot during the morning and afternoons.

I enjoyed using the busses a lot

I know that Tracy Hills and Ellis are still developing areas in Tracy but having more bus access for them would really help. Also, changing how early the bus runs, I know several people who would use the bus more if it offered service earlier than 7 am instead of trying to rely on the on-demand service. Lastly,

increasing the number of stops or routes. I have to take at least 2 buses to get to Kaiser anytime I have an appt and then 2 or 3 buses to get back home.

I like our bus drivers very much!

I like the E route my concern is I will be on the E route for 30 min I thought I was going to be on it for 20 min

I really appreciate this service and your work to improve it!

I wish there were more stops because I get food before I get to my house

I would like to see it more frequently, especially on weekends, and developing real time information tracking for the buses. I would also like it if the scanners for the vamos mobility app that are used on the San Joaquin RTD buses are installed on the TRACER buses

improve tracer services by being able to get more info about the RTD and being able to buy passes inside the station and adding A route to Lathrop

it would be nice if the bus went further, coming from someone who wishes to use the tracer bus to go from Robert Kenner park to Kimball high school

Keep up the good work.

Late service, at least for the last ACE train at 8PM would be great.

later travels like until 8-9 pm because more establishments close during these hours

Let me pay my fare on my phone or app

Line that goes from north to south (example mall to ace train station)

make a tracer app

Make the bus stop but outside of the station, usually evenings it takes lot of time to for bus to come out of the parking lot.

make schedules and long service hours

make sure buses are cleaned daily for those with health issues

make sure buses are sanitized on the daily so the elderly people don't get sick

Mejor acceso a las rutas por aplicación no solo llamadas

mobile app with line updates

more frequent buses

more on demand and weekend services would be nice

more stops

My concern is I wish the E route was only about 20 min instead of 30 min riding on the E route. I just want to say the A route is all right. I don't wait that long; I'm usually on it for 10 min

need later trips at least do trips until 9-10 pm for the people that work in fast food chains make it 24/7 if possible

need more service

Please improve the frequency of buses to my route

Please let them happen more frequently in my area, thank you

regular schedule on Saturdays

request late trips during summer sessions and available on weekends

should make more bus stops and more bus times

Shut it down and use the money to pay for Uber for those that need ride services

smoking on the bus would be amazing

Soft Music in the lobby.

that will reach the subway

the seats are hard to sit on and shelter give off sunlight

there all good

to have more bus stops and be at the stops quicker

Tracer should be free for people who have ACE Train tickets

Tracy has new roads/lanes, please consider adding more bus stops on those streets.

Vamos should accept all types of credit cards

would like a "live" Zumba class living in Tracy for 35 years, I try to enjoy all activities =, line dancing, karaoke, and exercise class

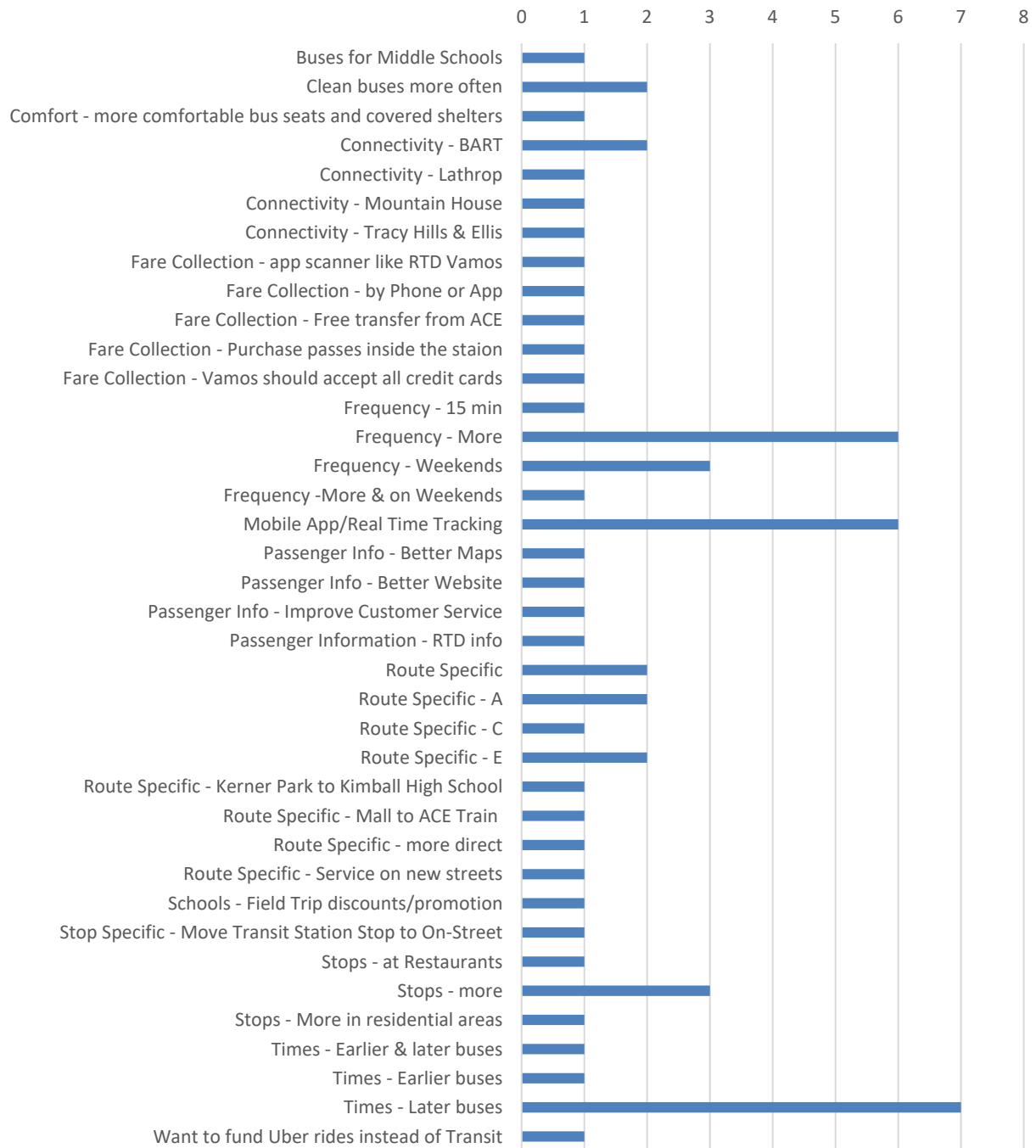
you do great job

Your website sucks. The site <http://www.ridetracer.com/> doesn't work. The page that is takes you is lame.

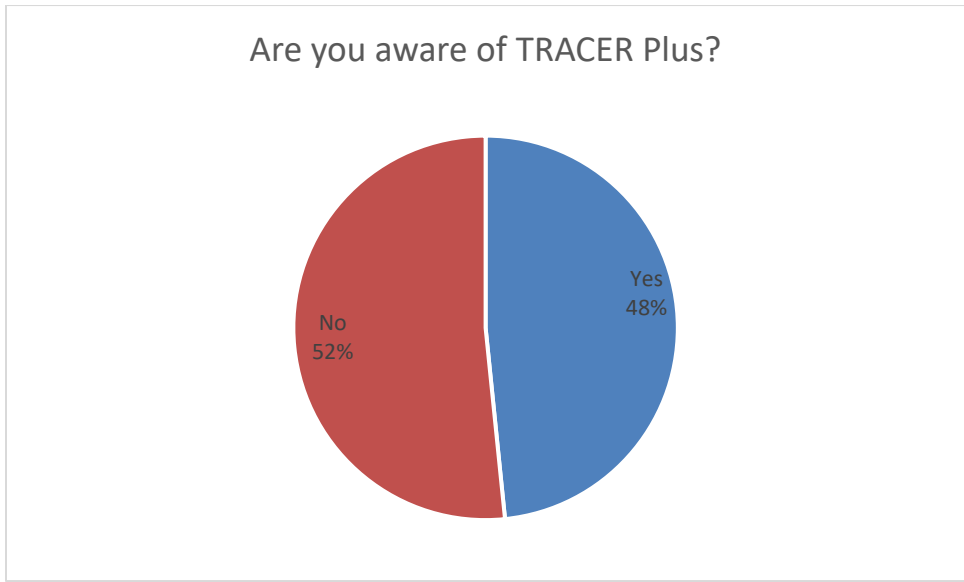
I tried finding an app - no luck. The map is not interactive and difficult to figure out for the not frequent bus user. Your customer service is horrible. When I called to learn about routes relevant to me, the lady (maybe a senior citizen?) was rude, and did not want to spend time to explain it because had 3 other callers were on hold. If you want people to take a bus, you need to do better.

yup you guessed it have A bus from the mall follow the B route to Winco then panda

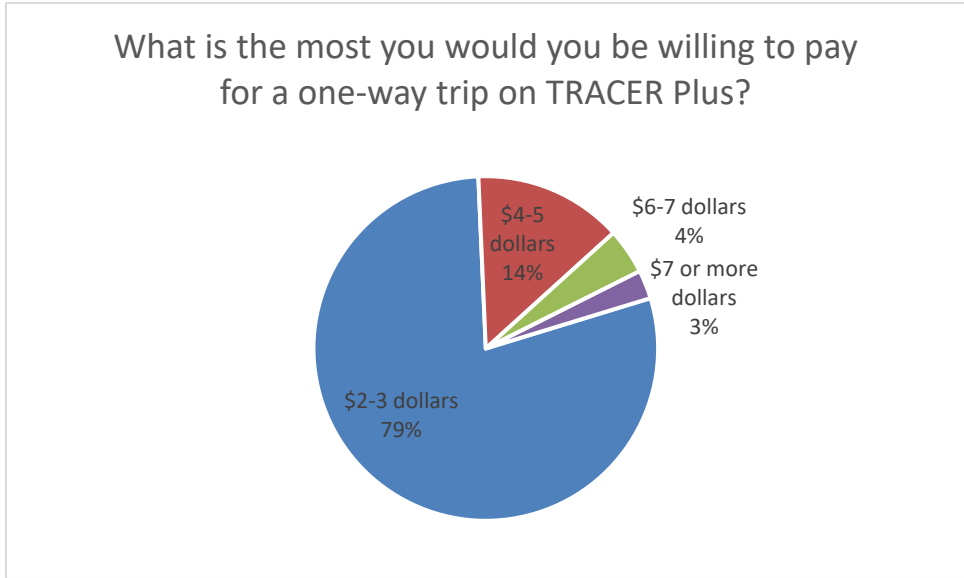
Q29. Do you have any other comments on how to improve TRACER bus services?



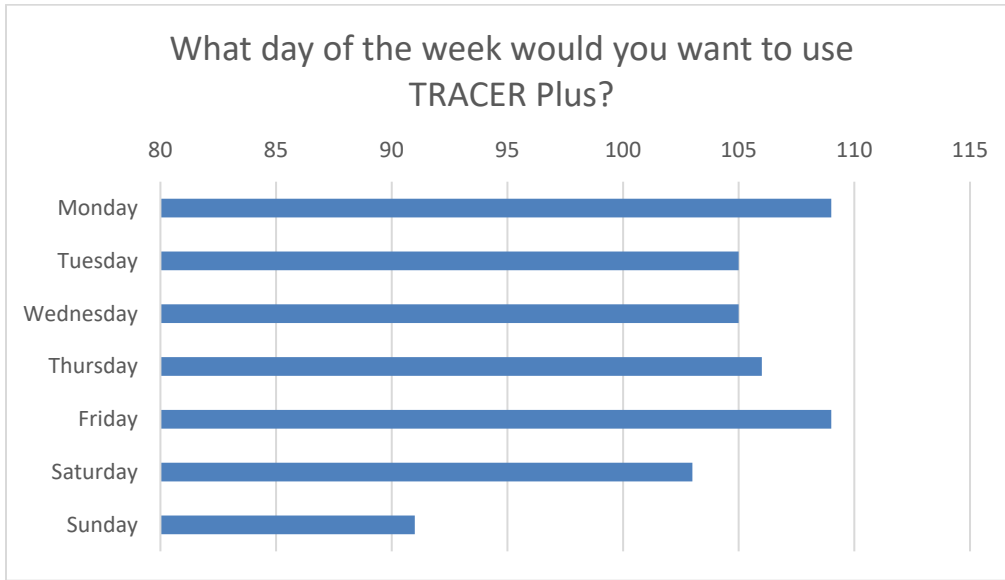
Q30: Are you aware of TRACER Plus, the City's on-demand Bus Service that will take you anywhere in the City limits? Rides can be scheduled by calling (209)831-4BUS or via the Transloc App from the Google Play Store.



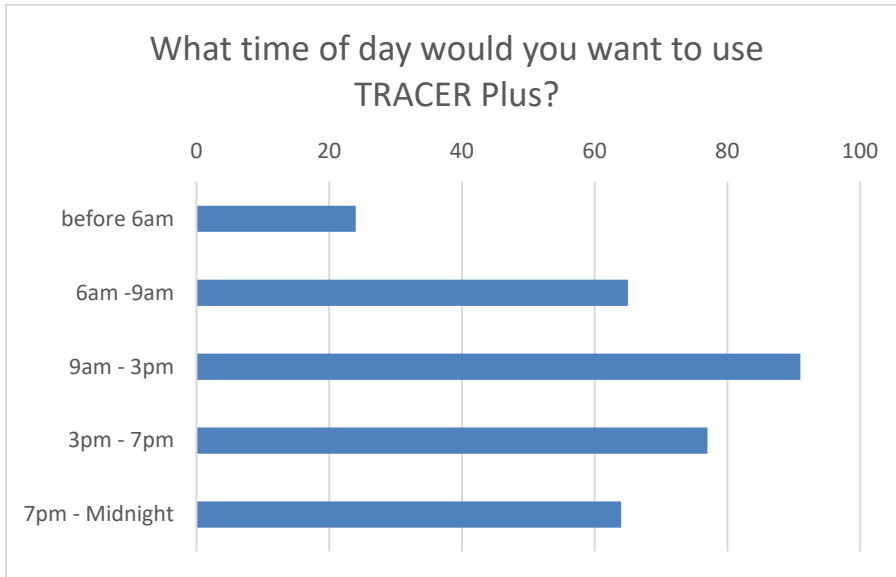
Q31: What is the most you would you be willing to pay for a one-way trip on TRACER Plus, the City's curb-to-curb on-demand bus service that will take you anywhere in the City limits?



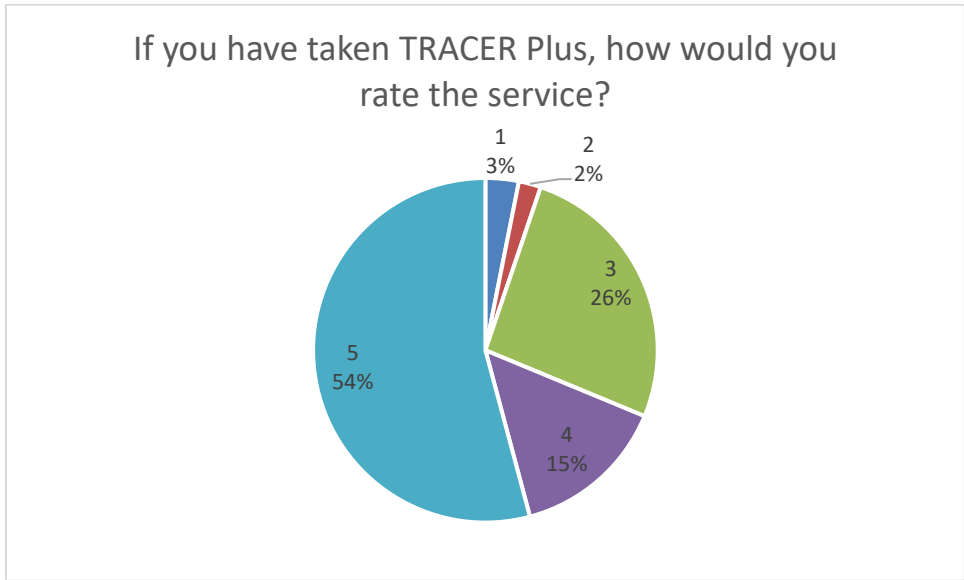
Q32: What day of the week would you want to use TRACER Plus?



Q33: What time of day would you want to use TRACER Plus? (select all that apply)



Q34: If you have taken TRACER Plus, how would you rate the service?



Q35: How would you improve TRACER Plus?

- adding stops in Lathrop
- arrive more often
- By learning tracer plus and I just started to hear about it
- carpet on the floor
- clean the seats
- create a tracer mobile app
- garbage cans are needed at many stop, time post at all stops,
- have an app where you can track the scheduled buses
- have not used
- haven't used it
- having more buses and routes
- I have not used Tracer Plus. But I would like to get the service as soon as possible like Uber.
- if it runs during the time I need it to
- if it was free
- it should cost \$1, so same as the para transit bus
- keep it running
- keep updates
- later trips if possible
- less expensive
- Mejor acceso a las rutas no solo por llamada, personal que hable español
- Mobile app so I can see in real time when the bus will
- Be showing up
- More connectivity to outside Tracy
- more frequent rides
- more often and more service on weekends
- more times and tracer plus availability

n/a

On time service, not too early

Promote this to schools for field trips!

Stop service at 12 midnight. For the workers who get off from work late.

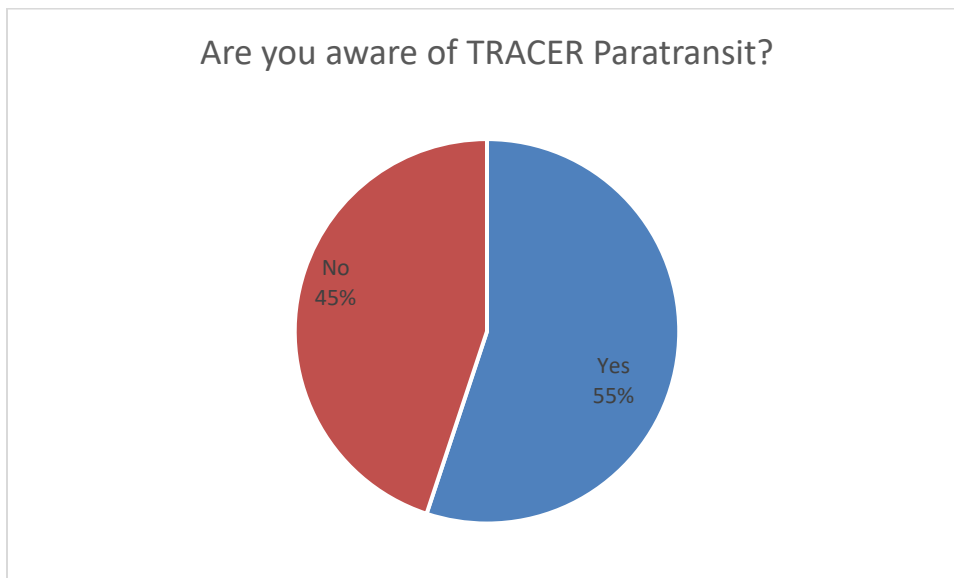
There have been times where I've requested a ride and the bus has shown up way earlier than it was supposed to. I would prefer a longer waiting period for the bus in case that does happen. If I schedule a pickup for 5:30 and they show up at 5 o'clock I shouldn't have to rush because they can only wait 15 minutes despite them showing up earlier than the time I requested.

tracer plus should cost the same as para transit \$1.50 instead of \$2.25

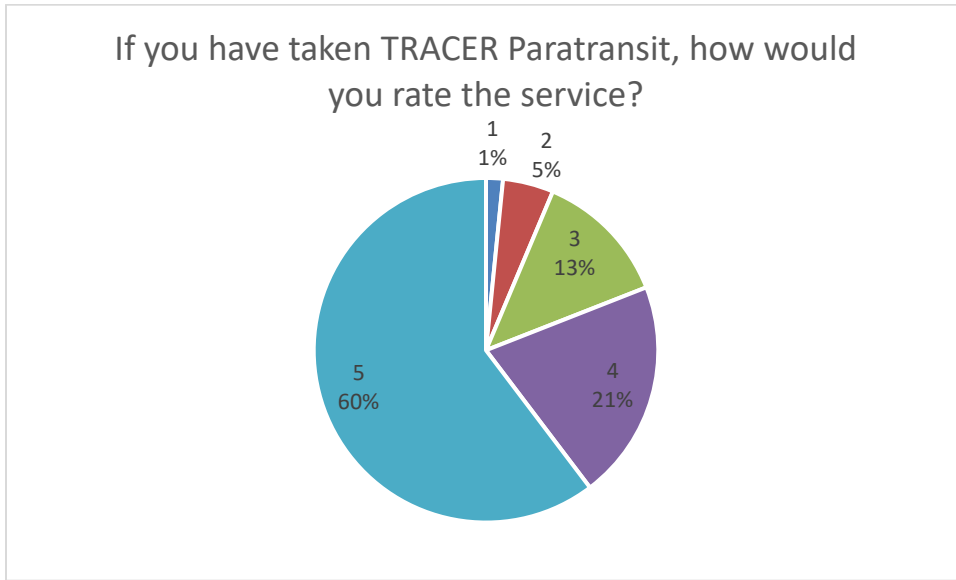
Use uber

very good

Q36: Are you aware of TRACER Paratransit, the door-to-door shared-ride service for individuals with certified disabilities (ADA), seniors (age 65+), Medicare participants and Veterans? Rides can be scheduled by calling (209)831-4BUS



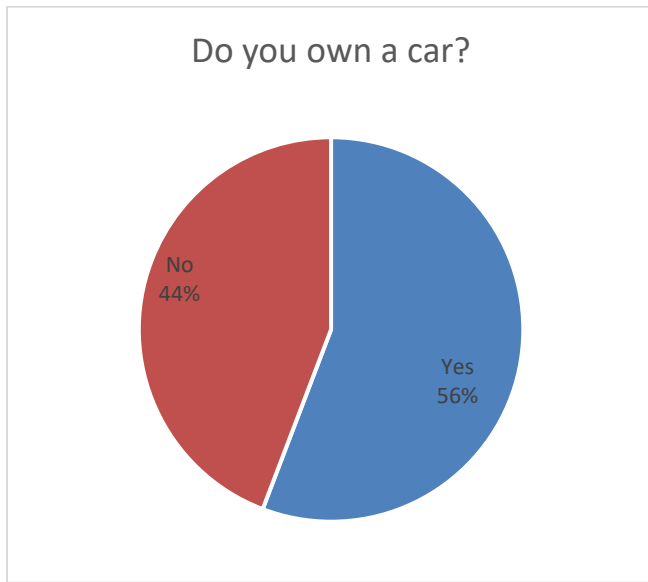
Q37: If you have taken TRACER Paratransit, how would you rate the service?



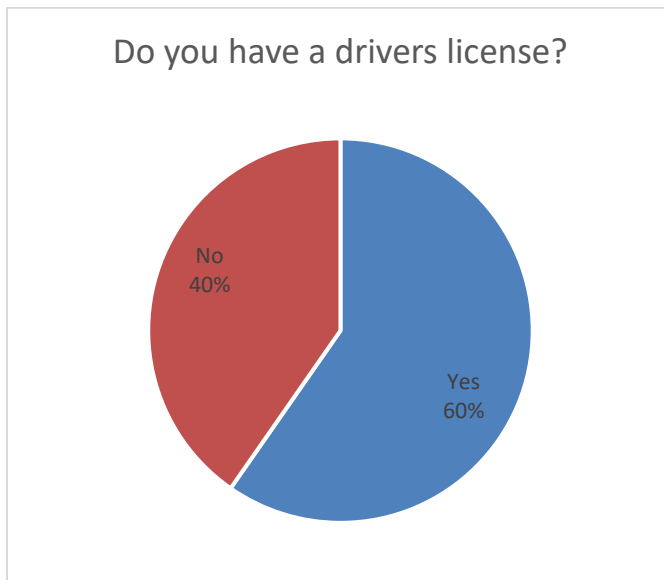
Q38: How would you improve TRACER Paratransit?

- add more buses
- Aplicación
- be nice
- bus to be cleaner
- could be nicer
- Get rid of the back loader shuttles
- I actually enjoyed it a lot and I have scheduled it a lot since I was 15 years old.
- I have not but my residents love it
- I would like to say I would rather only wait for about 15 minutes instead of 30 minutes to get picked up
- I would want to be on it less than 30 min
- if it was free
- if they had more bus stops
- make it so people can be dropped off out by four corners, and by Chrisman rd.
- Mobile app I real time to see when the bus was going to show up
- more frequent services
- Mountain house pick ups
- N/A
- need Sunday service
- never used it
- Not Applicable
- very good and need

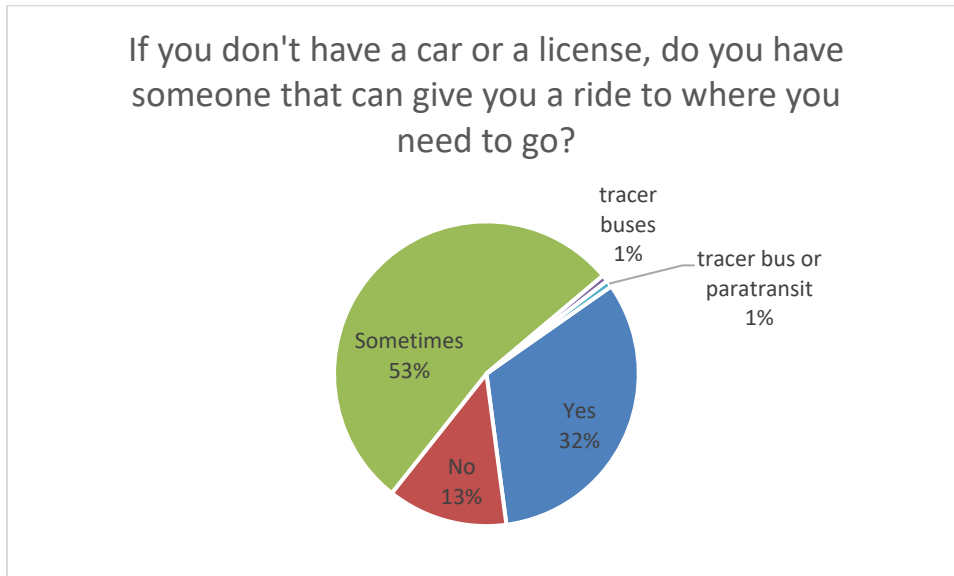
Q39: Do you own a car?



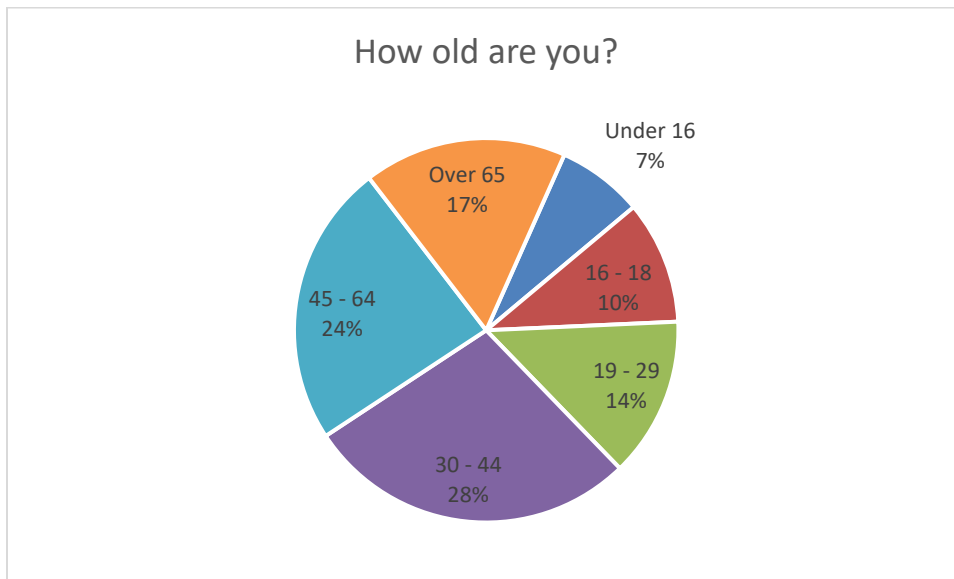
Q40: Do you have a driver's license?



Q41: If you don't have a car or a license, do you have someone that can give you a ride to where you need to go?

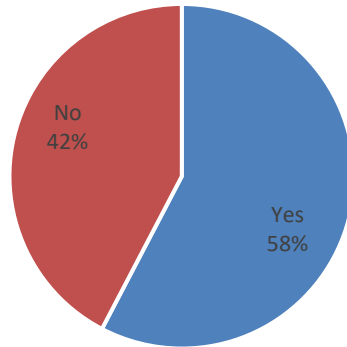


Q42: How old are you?

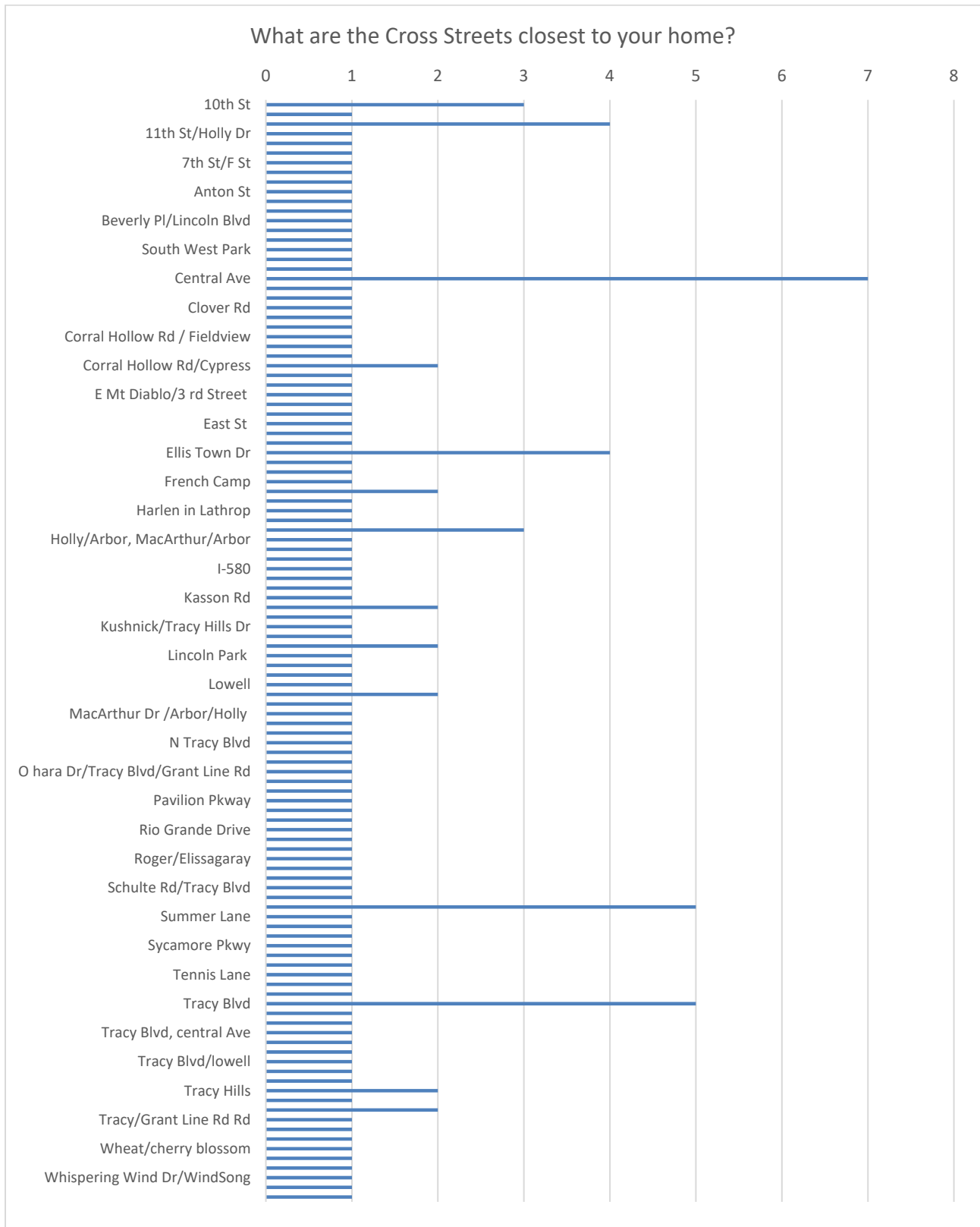


Q43: Are there school-aged children in your household?

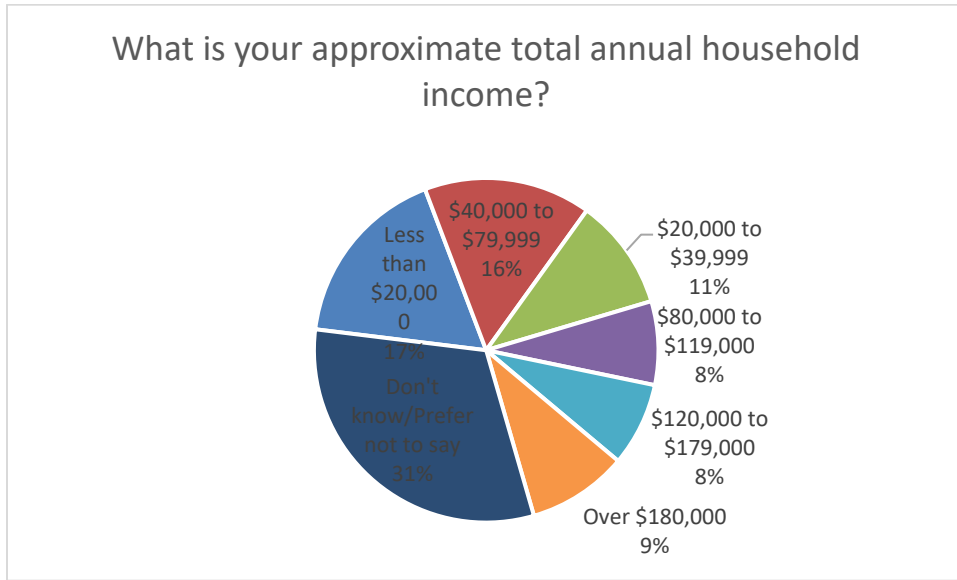
Are there school aged children in your household?



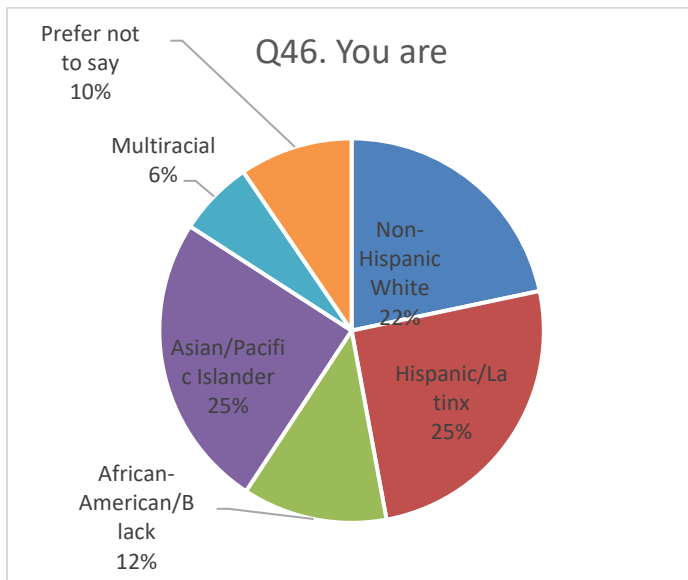
Q44: What are the cross streets closest to your home?



Q45: What is your approximate total annual household income?



Q46: You are



APPENDIX E: WORKSHOP RESULTS



Consulting Group

1617 Clay Street, 2nd Floor
Oakland, CA 94612
(510) 272-9597

www.chsconsulting.net

Agenda Item 3.E

RECOMMENDATION

Staff recommends that City Council receive an informational update regarding the six Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive South to Interstate 580.

EXECUTIVE SUMMARY

Staff recommends that the City Council receive an update regarding the Corral Hollow Corridor projects. These projects consist of roadway widening and intersection improvements along Corral Hollow Road from Parkside Drive South to Interstate 580. Upon completion, the projects will enhance traffic flow, safety, and multimodal connectivity to mitigate congestion, improve regional accessibility, and support long-term transportation planning that aligns with development and community needs.

BACKGROUND

Corral Hollow Road from Parkside Drive to the Interstate 580 (I-580) Interchange is a major arterial north-south connection for the City (Corral Hollow Corridor). The City's 2012 Transportation Master Plan (TMP) identified widening Corral Hollow Road from Parkside Drive to I-580 as a necessary improvement to mitigate congestion and improve access to accommodate growth within the City limits. With the development of the Ellis and Tracy Hills projects, widening and improving this portion of Corral Hollow Road is critical to moving traffic of all modes to and from the northern and southern areas of the City.

Improvements within the corridor are divided into six (6) Capital Improvement Projects (CIP) (see Attachment A) for implementation based on the availability of funds, grant timeline constraints, and to coordinate with outside agencies such as Pacific Gas & Electric (PG&E) and Union Pacific Railroad (UPRR) to minimize project delays. The projects are as follows:

- **Project 1** – [CIP 72124] - Corral Hollow / Valpico Road Intersection Temporary Traffic Signal Installation
- **Project 2** - [CIP 72095] - Corral Hollow and Valpico Road Intersection Roadway Widening with Permanent Traffic Signal Installation
- **Project 3** - [CIP 72104] - Corral Hollow and Linne Road Intersection Roadway Widening, Union Pacific Railroad (UPRR) Crossing Improvements, with Traffic Signal Installation
- **Project 4** - [CIP 73144] - Corral Hollow Roadway Widening – North: Parkside Drive To Linne Road
- **Project 5** - [CIP 73161] – Corral Hollow Roadway Widening – South: Linne Road South to the California Aqueduct
- **Project 6** - [CIP 73198] Corral Hollow Road at Interstate 580 Interchange Improvements

City staff partnered with Tracy Hills Development to apply for multiple grants to support the projects within the Corral Hollow Corridor. In January 2025, the City received a Notice of Award that they received a \$41.3 million grant from the United States Department of Transportation Multimodal Project Discretionary Grant (MPDG) – Rural Grant Program for Fiscal Year (FY) 25/26, which will contribute \$5.3 million

towards Phase 3, \$20.8 million towards Phase 5 and \$15.2 million towards Project 6 within the Corral Hollow Corridor Project.

ANALYSIS

Completed and Projects Under Construction:

The City awarded the temporary traffic signal construction contract to Tennyson Electric under an urgency ordinance on June 15, 2022, for Project 1 Construction. The temporary signal was activated in November 2023; however, after observing the signal operation and resulting driver behavior, the signal was placed in flash mode. The Project 1 improvements were officially accepted on February 6, 2024, under Resolution 2024-012.

The Permanent Traffic Signal and Intersection Widening Project at Corral Hollow Road and Valpico Road was awarded to Dirt Dynasty, Inc. on November 7, 2023, under Resolution 2023-222 for \$2,765,226. Construction began in early 2024, with the clearing and grubbing activities performed by the City contractor to prepare the site for outside utility undergrounding work. PG&E was scheduled to start work in early 2024, but due to global supply chain issues, they were unable to start work until late Summer 2024. PG&E released the site to other utility companies to underground their utility assets in December 2024. Upon completion of undergrounding work by other utility companies, including AT&T, Comcast, Zayo, SefnCO, and Lumen, the site will be ready for the City contractor to resume intersection improvement work. Project 1 is anticipated to be completed by Fall 2025.

Projects Under Design and Upcoming Construction:

PROJECT 3 [CIP 72104] - Corral Hollow and Linne Road Intersection Roadway Widening, UPRR Crossing Improvements, And Traffic Signal Installation

The Corral Hollow Road and Linne Road Intersection improvement project CIP 72104 includes the widening of Corral Hollow Road, an upgrade to the at-grade Union Pacific Railroad (UPRR) gate crossing, installation of a pre-signal before the gate crossing to improve traffic management, and a new traffic signal at the Corral Hollow and Linne Road intersection. The current engineer's estimate for construction is \$11.1 million.

The right-of-way (ROW) acquisition is expected to be completed by FY 2026. Construction is targeted for FY 2027, pending approval from UPRR. CIP 72104 is anticipated to be open to traffic in FY 2029.

PROJECT 4 [CIP 73144] - Corral Hollow Roadway Widening from Parkside Drive to Linne Road

The Corral Hollow Road Widening - North, under CIP 73144, will expand the nearly two-mile stretch of existing roadway between Parkside Drive and Linne. Project 4 will feature two travel lanes in each direction, a center dual-turn lane, and service lanes with curbs, gutters, and sidewalks. Improvements will include a raised median and a Class I trail with sidewalk and bike path extensions occurring as adjacent properties develop.

Project 4 extends through both the City of Tracy and San Joaquin County, impacting ranchettes and residential developments. To address property owner concerns, City staff held multiple meetings with affected residents, San Joaquin County Public Works staff, and elected officials. These meetings allowed stakeholders to provide input, and the City worked to minimize impacts on private properties. The Project's design, developed by Ruggeri-Jensen-Azar (RJA) Consulting Engineers, was shaped through extensive coordination with stakeholders.

The engineer's estimate for the construction of Project 4 is \$26.7 million, based on the 95% design plans. Staff identified \$13 million from Measure K and \$1.88 million in eligible Core fees for use towards construction and is requesting appropriation to Project 4 through a separate Council action. In coordination with internal stakeholders, staff identified the additional eligible funding from Tracy Infrastructure Master Plan (TIMP) Fees, Regional Transportation Impact Fees (RTIF), and Measure K (Bike & Ped) funds:

F362 – TIMP- Storm Drainage	\$1,740,000
F365 – TIMP – Water	\$ 750,000
F364 – TIMP – Wastewater	\$ 56,000
F248 – RTIF	\$7,300,000
<u>F242 – Measure K – Bike & Ped</u>	<u>\$ 100,000</u>
Subtotal:	\$9,946,000

The total available budget for CIP 73144, including these various sources, is \$24.8 million, subject to Council approval and appropriation, which staff will request through separate Council action. Based on the current project estimate, a shortfall of \$1.9 million was identified for the construction of these improvements. Staff is seeking additional RTIF fees to address the shortfall.

Staff has requested SJCOG to commit available eligible funding within the RTIF Program for this CIP. Staff will confirm the budget prior to going out to bid in the spring 2026. Project 4 is anticipated to begin construction as early as summer 2026.

PROJECT 5 [CIP 73161] – Corral Hollow Roadway Widening – South: Linne Road South to the California Aqueduct

CIP 73161 Corral Hollow Road Widening Project – South (Project 5) is a roadway improvement initiative expanding Corral Hollow Road from a two-lane roadway to a four-lane major arterial between Linne Road and the California Aqueduct. Project 5 includes City and Developer constructed segments, which will include road widening, multimodal transportation enhancements, the addition of a Class I trail, and modifications to ensure the project does not impact Tracy Municipal Airport operations.

The Tracy Hills Development is responsible for funding the design and construction for the improvements from Linne Road and to the southernmost boundary of the Tracy Hills Specific Plan. Within the project, various sub-project areas are anticipated based on timing of development and triggers within the Tracy Hills Specific Plan. In some project phases, the developer may be completing the constructions as part of their off site improvements, such as frontage along Tracy Hills Phase 1A, 2A, and Hillview developments. In other areas, the developer is working with staff on funding the improvements through grants, impact fees, and other sources. Final construction is anticipated to be complete by 2030-2031.

The bridge expansions at the Delta Mendota Canal and the California Aqueduct are currently in the planning phase to prepare for future design and construction by the City. Design and agency approvals are expected to be completed within three years. Upon design approval, Construction is anticipated to begin in 2028 and open to the public by 2030. The City received a grant for 50% of the funding from the Federal Department of Transportation and has applied for additional state and local grants for additional funding for these improvements.

The roadway improvements along Corral Hollow Road from the Delta Mendota Canal to the Southernmost Boundary of APN 253-020-23 are presently proposed as part of the Tracy Hills Commerce Center development, which is currently under Development Application review (D21-0012) and pending approval. As part of the developer's project conditions and upon approval from the City Council for the Specific Plan amendment and related approvals, the developer will be responsible for constructing these improvements, which remain under design review (ENG23-0013) and are pending finalization by the City. The Development Application had a first public hearing at the Planning Commission on April 9, 2025, is expected to go to the Planning Commission for a second public hearing on May 28, 2025, and the Council following Commission action. However, if the Tracy Hills Commerce Center is not approved, the obligation to complete these improvements will shift to the remainder of the Tracy Hills Development, ensuring that the necessary infrastructure upgrades remain a priority for the community. Staff also intend to explore other grant and project funding opportunities.

PROJECT 6 – [CIP 73198] Corral Hollow Road at Interstate 580 Interchange Improvements

The I-580/Corral Hollow Road Interchange Project will widen the freeway overpass and upgrade the ramps to improve access and increase capacity at the interchange. It is an obligation of the Tracy Hills Development Project as identified in the Tracy Hills Environmental Impact Report (EIR). The City is working directly with the California Department of Transportation (Caltrans) to finalize the design and advance Project 6 to construction.

The total CIP 73198 cost is estimated at \$41.4 million. Project 6 is currently in the planning and environmental phase (PA&ED). The Project is expected to enter the ROW acquisition phase in 2027, with construction anticipated to begin in 2028 and open to the public by 2030. The City was awarded a grant from the Federal Department of Transportation and has applied for additional state and local grants for additional funding for these improvements.

FISCAL IMPACT

The Corral Hollow Corridor consists of six projects which are funded through various sources of grants, development impact fees, and developer contributions. Staff will return with specific budgets through the adoption and updates of individual capital improvement projects.

CEQA DETERMINATION

On February 20, 2018, the City of Tracy adopted the Mitigated Negative Declaration for CIP 73144 to reconstruct and widen an approximately 2-mile segment of Corral Hollow Road from two lanes to four lanes (State Clearing House (SCH) # 2017102075) per Resolution No. 2018-029. The Project included the signalization of Corral Hollow and Valpico Road, which was later divided to expedite construction under CIP 72095. This specific Project was within the scope of the previously adopted California Environmental Act (CEQA) document, and there is not any new information or modifications that warrant a Subsequent or Supplemental CEQA document pursuant to CEQA Guidelines Section 15162.

On November 7, 2023, the City of Tracy adopted the Mitigated Negative Declaration for CIP 72104 to reconstruct and widen the intersection of Corral Hollow Road and Linne Road from two lanes to four lanes (State Clearing House (SCH) #2022110250) per Resolution No. 2023-227.

The CEQA notice of determination which is the last stage of CEQA was filed with San Joaquin County and the Office of Planning and Research in October 2024.

CIP 72104 received NEPA approval in May 2024, and no further environmental review is necessary for this Project.

STRATEGIC PLAN

The Corral Hollow Corridor Project enhances the City Council's Strategic Priority for Quality of Life through advanced green and roadway infrastructure projects that improve connectivity, reduce climate impacts, and improve the appearance of the City.

ACTION REQUESTED OF THE CITY COUNCIL

For information only, no action is required at this time.

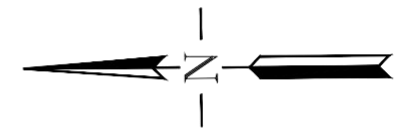
Prepared by: Sharatchandra Bandugula, PE, Acting Assistant City Engineer
Lauren Gonzalez, Management Analyst II

Reviewed by: Gordon McKay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

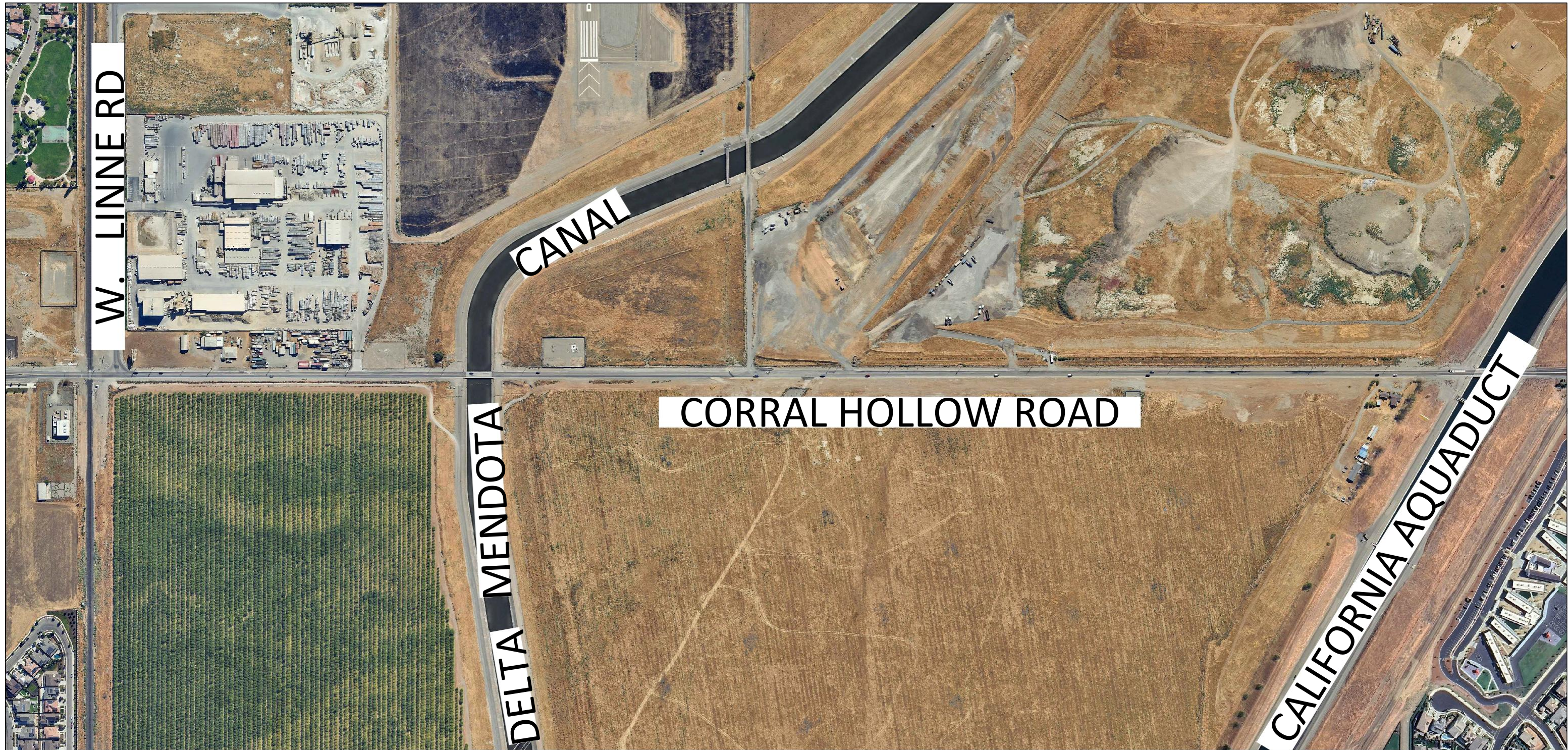
Attachment:

Attachment A – Corral Hollow Corridor Project Exhibit

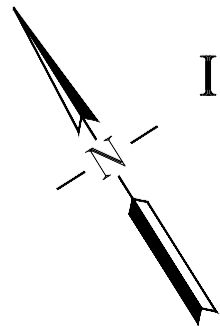


CORRAL HOLLOW ROAD WID.
 PARKSIDE DRIVE TO LINNE
 CIP 73144
 CITY OF TRACY,
 COUNTY OF SAN JOAQU
 CALIFORNIA

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 CORRAL HOLLOW ROAD WIDENING
 PARKSIDE DRIVE TO LINNE ROAD
 CIP 73144 CITY OF TRACY, COUNTY
 OF SAN JOAQUIN, CALIFORNIA



CORRAL HOLLOW ROAD WIDENING
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CIP 73161
CITY OF TRACY,
COUNTY OF SAN JOAQUIN,
CALIFORNIA



CORRAL HOLLOW ROAD WIDENING
 I580/CORRAL HOLLOW ROAD INTERCHANGE
 CIP 73198
 CITY OF TRACY,
 COUNTY OF SAN JOAQUIN,
 CALIFORNIA