



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, February 3, 2026, 7:00 P.M.

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

Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION.

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number 2555 807 3999** 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 25558073999#8722922# Press *3 to raise the Hand icon to speak on an item.

- *Protocols for commenting via Webex:*
 - *If you wish to comment on the "Consent Calendar," "Items from the Audience/Public Comment," or "Regular Agenda" portions of the agenda:*
 - 1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - 2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

Date Posted: January 29, 2026

- *Comments for the “Consent Calendar,” “Items from the Audience/Public Comment,” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*
- *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Americans With Disabilities Act – The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for persons with disabilities to participate in Council meetings. Persons requiring assistance or auxiliary aids should submit a request to the City Clerk’s Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 24 hours prior to the meeting.

Requests for Language Interpretation and Translation – Requests for language interpretation and translation may be arranged by submitting a request to the City Clerk’s Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 24 hours prior to the meeting.

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

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

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

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

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

Date Posted: January 29, 2026

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Proclamation: Black History Month
2. Proclamation: National Cancer Prevention Month

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of Minutes of the December 11, 2025 Special Meeting and December 16, 2025 Regular Meeting.

[1.A - 12-11-2025 - Special Meeting Minutes.pdf](#)

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

- 1.B. Staff recommends that the City Council adopt two resolutions: 1) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Clyde Bland Pump Track (CIP 78190), increasing the not to exceed amount by \$46,512 to \$282,012 and 2) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for Gretchen Talley Phase 3 (CIP 78170), increasing the not to exceed amount by \$129,687 to \$329,697.

[1.B - Staff Report - Griffin Structure Amendments.pdf](#)

[1.B - Resolution 1 - Griffin Structure Amendment.pdf](#)

[1.B - Resolution 2 - Griffin Structure Amendment.pdf](#)

- 1.C. Staff recommends that City Council adopt three separate resolutions ratifying the City Manager's emergency approval of interim General Services Agreements (GSAs) with the following vendors for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater and Not-to-Exceed (NTE) amounts for a retroactive term beginning January 1, 2026, and ending on March 31, 2026:

- Pioneer Americas, LLC – NTE \$500,000
- Polydyne, Inc. – NTE \$400,000

- Thatcher Company of California, Inc. – NTE \$400,000

[1.C - Staff Report - Chemical Interim Agreements.pdf](#)

[1.C - Resolution 1 - Chemical Interim Agreements - Pioneer Americas.pdf](#)

[1.C - Resolution 2 - Chemical Interim Agreements - Polydyne.pdf](#)

[1.C - Resolution 3 - Chemical Interim Agreements - Thatcher.pdf](#)

- 1.D. Staff recommends that City Council adopt a resolution establishing the rules governing appointment and service to the General Plan Advisory Committee.

[1.D - Staff Report - GPAC.pdf](#)

[1.D - Resolution - GPAC.pdf](#)

- 1.E. Staff recommends that the City Council adopt a Resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2026, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs.

[1.E - Staff Report - FY2025-26 Q2 Budget.pdf](#)

[1.E - Resolution - FY2025-26 Q2 Budget.pdf](#)

- 1.F. 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 Capital Parks Drive, Hansen Road, and a Future Private Road, (2) authorizing the City Clerk to approve land conveyance documents, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

[1.F - Staff Report - IPC Ph 1M OIA Various Land Dedications.pdf](#)

[1.F - Resolution - IPC Ph 1M OIA Various Land Dedications.pdf](#)

- 1.G. Staff recommends that the City Council adopt a resolution amending the GANN Appropriations limit for FY 2007-08 through FY 2025-26 pursuant to Article XIII B of the California State Constitution.

[1.G - Staff Report - Amend Gann Limit.pdf](#)

[1.G - Resolution - Amend Gann Limit.pdf](#)

- 1.H. Staff recommends that the City Council adopt an Ordinance approving an amendment to repeal Article 36.5 in its entirety and readopt Article 36.5 – Density Bonus Zoning Regulations, of Chapter 10.08, Planning and Zoning, of the Tracy Municipal Code.

[1.H - Staff Report - Ordinance 2nd Read - Housing Element Density Bonus.pdf](#)

[1.H - Ordinance - Housing Element Density Bonus.pdf](#)

- 1.I. Staff recommends that the City Council adopt an Ordinance 1) determining that the pre-zoning of approximately 3.9 acres consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 ("Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and 2) approving the pre-zoning of the property to Community Recreation Support Services (CRS) Zone.

[1.I - Staff Report - Ordinance 2nd Read - Guru Baaz Annexation.pdf](#)

[1.I - Ordinance - Guru Baaz Annexation.pdf](#)

- 1.J. Staff recommends that the City Council adopt an Ordinance amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences, with the Ordinance becoming effective 30 days from adoption; any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration (Typographical or Clerical (Scrivener's) Error).

[1.J - Staff Report - Ordinance 2nd Read - Purchasing Ordinance Changes.pdf](#)

[1.J - Ordinance - Purchasing Ordinance Changes.pdf](#)

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

[1.K - Staff Report - Ordinance 2nd Read - By District Elections - English.pdf](#)

[1.K - Ordinance - By District Elections - English.pdf](#)

[1.K - Informe del Personal - 2da lectura de la Ordenanza – Por Elecciones Por Distritos.pdf](#)

[1.K - Ordenanza - Por Elecciones Por Distritos.pdf](#)

- 1.L. Staff recommends that the City Council adopt a resolution: 1) approving a Disbursement Agreement between the City of Tracy and the Tracy City Center Association for the Downtown Tracy Community Benefit District; and 2) authorizing the City Manager, or their designee, to execute the agreement on behalf of the City.

[1.L - Staff Report - DTCBD Disbursement Agreement.pdf](#)

[1.L - Resolution - DTCBD Disbursement Agreement.pdf](#)

- 1.M. Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 John Deere 664-P Tier Wheel Loader, two (2) new Ford Trucks all approved through the 25-26 Fiscal year budget, and the approval of eight (8) 2025 Ford Explorer Police Interceptors all in the amount of \$1,053,977 including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Programs.

[1.M - Staff Report - Various Vehicle Purchases for Fleet.pdf](#)

[1.M - Resolution - Various Vehicle Purchases for Fleet.pdf](#)

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council accepts the annual report of the Parks and Community Services Commission for Fiscal Year 2024 - 2025.

[3.A - Staff Report - Parks Annual Report for FY 2024-2025.pdf](#)

[3.A - Presentation - Parks Annual Report for FY 2024-2025.pdf](#)

- 3.B. Staff recommends that the City Council accepts the annual report of the Youth Advisory Commission for the 2025 calendar year.

[3.B - Staff Report - Youth Advisory Commission Annual Report for 2025.pdf](#)

[3.B - Presentation - Youth Advisory Commission Annual Report for 2025.pdf](#)

- 3.C. Staff recommends that City Council receive an informational update on the Temporary Emergency Housing Facility (TEHF) shelter operations activities located at 370 Arbor Avenue, Tracy CA 95304.

[3.C - Staff Report - Informational Update HSD Shelter Operations.pdf](#)

[3.C - Presentation - Informational Update HSD Shelter Operations.pdf](#)

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS AND COMMENTS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 11, 2025, 7:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 7:00 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. The City Council had no declarations of conflict.
4. Items from the Audience – There were no items from the audience.
5. PUBLIC HEARING
 - 5.A. Staff recommends that the City Council conduct a public hearing and during such hearing, (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts; (3) review draft maps prepared by the demographic consultant; (4) review draft maps submitted by members of the public; and (5) provide additional direction to the demographic consultant on the composition of revised draft maps, including the potential sequence of district elections.

April Quintanilla, City Clerk, and Michael Wagaman, Wagaman Strategies provided the staff report.

Council Members offered comments and questions

Robert Tanner expressed opposition to districting; shared that two (2) of the public maps excluded Tracy Hills; and expressed concern about what would happen if no one runs for election in a district and how the City Council will work together to represent the City.

Pat Howell shared support for the neighborhoods staying together using the criteria of keeping the schools together; suggested that the City Council keep the maps simple and congruent; and expressed support for draft map Green and draft map Blue.

A Community Member shared that more time was needed to receive the information and inquired whether there was a better way to inform the community, indicating that the City is moving fast.

Alisha shared that more time is needed and, with doing this around the holidays, folks need more time to look at the maps and be better educated in the maps; and urged the City Council to wait until January.

A Community Member echoed the sentiments of the previous speaker and shared that this Meeting was scheduled at the same time as the Transportation Commission meeting and requested that the City Council give the community more time.

Melyssa Barrett requested more information and clarification on the process between the maps being drawn and when a final decision will be made.

Staff provided clarification on the questions asked by the community.

Council Members offered questions and comments.

6. Council Items and Comments – Council Member Nygard requested that staff bring back an item on the December 16, 2025, Council Meeting to discuss and consider extending the 2025 Council appointments for the City Council Committees and Reginal Multi-Agency Committees as well as Boards and Commissions until Council appoints representatives for 2026, to assist with continuity. Mayor Pro Tem Abercrombie expressed support for the request.

Midori Lichwardt, City Manager, shared that the current appointments are set to expire on December 31, 2025.

Mayor Arriola offered a friendly amendment to the request that the item language be reviewed to avoid this issue in the future.

7. Adjournment: Time: 8:16 p.m.

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

The above agenda was posted at Tracy City Hall on December 5, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

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

City Hall, 333 Civic Center Plaza, Tracy, CA

Web Site: www.cityoftracy.org

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

Council Member Bedolla submitted a request to participate in this meeting via teleconference under the emergency circumstances provision under Assembly Bill 2449, as enrolled.

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

Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. Council Members Bedolla and Evans; Mayor Pro Tem Abercrombie; and Mayor Arriola had no declarations of conflict. Council Member Nygard announced that she would recuse herself from voting on Item 1.M to avoid the appearance of a conflict, though no actual conflict existed.

Mayor Arriola led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist, offered the invocation.

1. CONSENT CALENDAR – Council Member Nygard recused herself from item 1.M and Mayor Arriola removed Item 1.R from the Consent Calendar for discussion.

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

- 1.A. Adoption of Minutes from the November 18, 2025, Regular Meeting and December 2, 2025, Special Meeting. – **Minutes were adopted**
- 1.B. Staff recommends that the City Council adopt an Ordinance amending Article 2, Definitions, and Article 30, Development Review, of Chapter 10.08, Zoning Regulations, adopt a new Chapter, Chapter 10.10, Housing Regulations, consisting of new articles, Article 1, Qualifying Housing Streamlined Review, Article 2, Multiple-Unit and Mixed-Use Objective Design Standards, Article 3, Community Care Facilities, Article 4, Transitional and Supportive Housing, and Article 5, Emergency

Homeless Shelters and Low Barrier Navigation Centers, and repeal and relocate Section 10.08.3195, Day care home, and Section 10.08.3197, Standards for emergency homeless shelters, to Chapter 10.10, Housing Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code. – **Ordinance A 1368, Ordinance B 1369, Ordinance C 1370, Ordinance D 1371, Ordinance E 1372**

- 1.C. Staff recommends that the City Council adopt an Ordinance amending Article 8 – Medium Density Cluster Zone, Article 9 – Medium Density Residential Zone, Article 9.5 – Small Lot Residential Zone, Article 11 – High Density Residential Zone, Article 19 – General Highway Commercial Zone, and adding a “density” definition to Article 2 of Title 10, Planning and Zoning, of the Tracy Municipal Code. – **Ordinance 1373**
- 1.D. Staff recommends that the City Council adopt an Ordinance adding Chapter 3.56-Temporary Memorials, sections 3.56.010 through 3.56.110, to Title 3 - Public Safety of the Tracy Municipal Code. – **Ordinance 1374**
- 1.E. Staff recommends that the City Council adopt a resolution approving the City’s Development Impact Fee Annual Report for Fiscal Year 2024-2025 on Development Impact Fee revenues and expenditures, in accordance with the Mitigation Fee Act. – **Resolution 2025-315**
- 1.F. Staff recommends that the City Council 1) adopt a resolution approving a General Services Agreement with Interstate Sales for purchasing roadway marking materials used for striping of City streets, in an amount not to exceed \$100,000 per fiscal year and an initial term of one (1) year and 2) authorize the City Manager to extend the agreement up to an additional four (4) years. – **Resolution 2025-316**
- 1.G. Staff recommends City Council adopt a resolution approving Amendment No. 2 to the Professional Services Agreement with West Yost & Associates, Inc. to provide Program Management for CIP No. 74168 Recycled Water Expansion Project authorizing:
 - 1) A term extension from March 1, 2026, to December 31, 2026; and
 - 2) An increase in billing rates from 3% to 4.5% annually, effective January 1, 2026 – **Resolution 2025-317**
- 1.H. Staff recommends that the City Council 1) authorize the purchase of seven (7) 35-foot low floor electric-diesel hybrid buses for Tracer fixed route service for a total of \$8,437,044 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 2.20.210 and 2) approve a contingency

amount of \$350,000 for change orders necessary resulting during production. – **Resolution 2025-318**

- 1.I. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Bear Electrical Solutions LLC for on-call electrical services for traffic signal and streetlight repair, in an amount not to exceed \$200,000 per fiscal year, and authorize the City Manager, upon the recommendation of the Director of Public Works, to extend the agreement for up to an additional four (4) years, for a maximum total term of six (6) years, and not to exceed up to \$1,200,000 over six (6) years. – **Resolution 2025-319**
- 1.J. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with B.I.C. BICSEC SECURITY, INC. dba B.I.C. Security Systems for the provision, installation, and monitoring of security and fire alarm systems for City facilities, for a term of two (2) years from January 1, 2026 through December 31, 2027, in the amount of \$371,006, and authorize the City Manager to extend the agreement for up to an additional four (4) years, upon the recommendation of the Director of Public Works. Staff further recommends authorizing the City Manager to approve an annual price adjustment not to exceed three percent (3%) based on the Consumer Price Index (CPI). – **Resolution 2025-320**
- 1.K. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with R&S Erection Tri-County, Inc. for on-call service and repair of garage doors and gates, in an amount not-to-exceed \$100,000 per fiscal year for two (2) years and authorize the City Manager, upon the recommendation of the Director of Public Works, to extend the agreement for up to an additional four (4) years, for a maximum total term of six (6) years, and a not-to-exceed up to \$600,000 over the six (6) years. – **Resolution 2025-321**
- 1.L. Staff recommends that the Tracy City Council adopt a resolution:
 - (1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and
 - (2) authorizing the purchase of a Mobile Command Vehicle in the amount of \$1,317,198.99 from LDV Custom Specialty Vehicles.
 - (3) authorizing the acceptance of the San Joaquin County Office of Emergency Services, Homeland Security grant totaling \$500,000 and appropriating the funds to the police department operational budget.
 - (4) authorizing \$217,198.99 from the police department's Supplemental Law Enforcement Services Funds (SLESF) and the appropriating funds to the police department operational budget.
 - (5) approving a city match of the remaining balance of \$600,000,

appropriating general funds reserves (F101) to the police department's operational budget. – **Resolution 2025-322**

- 1.M. Staff recommends that the City Council adopt a resolution:
- (1) Determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.140 (b)(6) and dispensing such requirement for the actions herein, and;
 - (2) Approving a Professional Services Agreement with Hinderliter de Llamas and Associates DBA HdL Companies for full scope Cannabis Management Services including cost recovery fee analysis, supplemental background checks, compliance inspections, permit reviews, and technical assistance and subject matter expertise for a term of three-years and a total not-to-exceed amount of \$120,000. – **Resolution 2025-323**
- 1.N. Staff recommends that the City Council adopt a resolution rejecting request to file late claim. – **Resolution 2025-324**
- 1.O. Formal request by the City of Tracy to have the Tri-Valley San Joaquin Regional Rail Authority return to the City of Tracy any and all rights and/or interest in and clear all title regarding APN 209 -230-29, 15580 W. Schulte Road, Tracy, California 95337 (Approximately fifty (50) acres). – **Resolution 2025-325**
- 1.P. Staff recommends that the City Council adopt a resolution (1) approving the execution of a Master Professional Services Agreement for On-Call Utility Design Services with West Yost & Associates, Inc. for an initial term of three years, with a retroactive effective date as of November 1, 2025, for a total not-to-exceed amount of \$1,000,000 per fiscal year, and (2) granting the City Manager the authority to administratively extend the term of the Master Professional Services Agreement, for up to two, one-year terms based on performance, if needed. – **Resolution 2025-326**
- 1.Q. Staff recommends that the City Council adopt a Resolution authorizing the City Attorney to execute a legal services agreement with Redwood Public Law LLP for an amount not to exceed \$200,000. – **Resolution 2025-327**
- 1.R. Staff recommends that the City Council adopt a resolution (1) approving a new Capital Improvement Project 72128 for the Traffic Signal Installation at Tracy Boulevard and Gandy Dancer Drive, and (2) authorizing an appropriation of \$415,855 from the Core Traffic Fees (F375) to the Capital Improvement Project 72128 and (3) authorizing an appropriation of \$384,145 from the General Fund Reserves (F101) to the Capital Improvement Project 72128.

Even Marcelo, City Engineer, provided the staff report.

Nicole Gant expressed gratitude to the City Council and staff for their prompt efforts to secure funding for a streetlight and hope that the light will be installed quickly.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-328** (1) approving a new Capital Improvement Project 72128 for the traffic signal installation at Tracy Boulevard and Gandy Dancer Drive, and (2) authorizing an appropriation of \$415,855 from the core traffic fees (F375) to the Capital Improvement Project 72128 and (3) authorizing an appropriation of \$384,145 from the General Fund Reserves (F101) to the Capital Improvement Project 72128. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Tanner expressed frustration regarding fireworks and requested that the City Council only allow City-sponsored fireworks.

The following Community Members shared stories and expressed support and appreciation regarding the retirement of William Wilson after 20 years of service to the City of Tracy and the Grand Theatre Center for the Arts.

Joy Cornish-Bowden
Susan Richardson
Tiffanie Heben

Arturo M. Sanchez, Assistant City Manager, expressed appreciation to Mr. Wilson for his dedication and years of service.

Midori Lichtwardt, City Manager, expressed appreciation to William Wilson for his 20 years of service to the Tracy Arts community.

3. PUBLIC HEARINGS

- 3.A Approval of actions necessary to form Community Facilities District No. 2025-1 (The Avenues): conduct public hearings to consider the formation of the district and the issuance of bonds and other debt: form the district; declare the necessity to incur bonds and other debt; approve the form of an acquisition agreement and authorize execution of such agreement; accept the community facilities district report; conduct property owner election; and consider, waive the first reading by substitution of title, and introduce Ordinance entitled “An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues).”

Mayor Arriola opened the Public Hearing.

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

A Community Member shared that Mountain House did something similar; requested information on the length of the bonds; and inquired about what will happen if the economy declines.

Finance Director Castro provided clarification on the questions offered by the community.

There were no comments or questions offered by the City Council.
Mayor Arriola closed the Public Hearing.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-329** forming City of Tracy Community Facilities District No. 2025-1 (The Avenues) and approving related documents and actions. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-330** determining necessity to incur Bonded Indebtedness and Other Debt for City of Tracy Community Facilities District No. 2025-1 (The Avenues). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-331** calling Special Election for City of Tracy Community Facilities District No. 2025-1 (The Avenues). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola requested that April Quintanilla, City Clerk, announce the results of the property owner vote.

City Clerk Quintanilla announced that one (1) ballot voting "yes" was received; that sixty-one (61) votes were cast; and that all sixty-one (61) votes were in favor.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-332** declaring results of Special Election and directing recording of Notice of Special Tax Lien for City of Tracy Community Facilities District No. 2025-1 (The Avenues). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola requested that City Clerk Quintanilla read the title of the proposed Ordinance.

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

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive the first reading by substitution of title and introduce an ordinance of the City Council of the City of Tracy levying special taxes within City of Tracy Community Facilities District No. 2025-1 (The Avenues). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.B. Staff and Planning Commission recommends the City Council conduct a public hearing and take the following actions:

1. Adopt a Resolution determining that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption); and
2. Waive the first reading by substitution of title and introduce an ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements

Breanna Alamilla, Associate Planner, provided the staff report.

Mayor Arriola opened the Public Hearing.

There was no public comment.

Mayor Arriola closed the Public Hearing.

Council Members offered questions and comments.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-333** determining that the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. Roll call found Council

Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive the first reading by substitution of title and introduce an ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4. REGULAR AGENDA

- 4.A. Staff recommends that the City Council waive the first reading by substitution of title and introduce an ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code, to establish speed limits on specific street segments in accordance with the California Vehicle Code.

Habibullah Habib, Senior Civil Engineer, provided the staff report.

Council Members offered questions.

Pat Howell shared that there are multiple issues with people speeding and urged the City Council to lower the speed limit in the area near a school and a park to 25 miles per hour rather than keeping it at 30 miles per hour.

A Community Member shared that this is a bigger issue related to public safety and requested clarification as to why law enforcement cannot use radar in the areas where there is posted signage.

Council Members offered additional questions and comments.

Mayor Arriola requested that City Clerk Quintanilla read the title of the proposed Ordinance.

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

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to waive the first reading by substitution of title and introduce an ordinance an ordinance amending Section 3.08.580, Article 12 of the Tracy Municipal Code, to establish speed limits on specific street segments in accordance with the California Vehicle Code. Roll call found Council Members

Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

- 4.B. Staff recommends that the City Council discuss and, by motion, authorize all 2025 appointments of City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions to continue in effect until the City Council appoints representatives for these bodies for calendar year 2026.

April B. A. Quintanilla, City Clerk, provided the staff report. Council Members offered comments and questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to authorize all 2025 appointments of City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions to continue in effect until the City Council appoints representatives for these bodies for calendar year 2026. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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

6. STAFF ITEMS: Midori Lichtwardt, City Manager, provided the following updates and wished the community and loved ones a happy and safe holiday season:

- With the recent drop in temperature, it's important to stay safe and warm! If you or someone you know needs a warm place to go, please remember that local warming centers are available to help. The Tracy Emergency Shelter is available overnight for those who need a warm place to sleep. Find a nearby location at <https://www.cityoftracy.org/>
- Thanksgiving Week Reminder: garbage will not be picked up on Thursday (Thanksgiving Day). It is very important that residents maintain the leaves and make sure that leaves stay out of the gutter so when the rain runs, it doesn't clog up the drains and create a flood.
- Lammers Road will be fully closed between Valpico Road and Western Pacific Way during several periods this winter as crews continue work on two major recycled-water projects that will improve long-term water reliability for our community.
- Trees are picked up starting December 26, 2025 or the next waste collection service day, through January 17, 2026. Learn more at recycleinsidethetriangle.com

- International Parkway Closures: check the website for closures; there will be a downtown street closure on Saturday November 22, 2025 for a private event, the downtown ornament stroll hosted by the Tracy City Center Association.

7. COUNCIL ITEMS – Mayor Pro Tem Abercrombie requested that staff look at traffic calming measures for the Cypress Area, specifically between Hickory and Corral Hollow and possibly expand from there. Mayor Arriola and Council Member Nygard expressed support for the request. Mayor Pro Tem invited the community to volunteer for Brighter Christmas events that will take place over the weekend, folks can visit <https://brighterchristmas.org/> for more information:

- 1:30 p.m. on Friday December 19, 2025, at Williams Middle School to sort toys.
- 8:00 a.m. on Saturday, December 20, 2025, at 1340 Dupont Court in Manteca for sorting and boxing food.
- 12:00 p.m. on Sunday December 21, 2025, at Williams Middle School to continue sorting boxes and volunteers are needed to assist with delivering boxes to about 125 local seniors.
- Volunteers are needed at 8:00 a.m. on Monday, December 22, 2025, to deliver boxes to over 600 local families in need.

Council Member Nygard invited the community to visit the City of Tracy's website for districting information and urged the community to visit staff at the Famers Market on January 10, 2026; congratulated William Wilson on his retirement; thanked staff and the City Council for the support and expertise extended to her as a first-year Council Member; thanked the community for the trust and support given to the City Council; and wished the community a happy and warm holiday season.

Council Member Evans wished the community a Merry Christmas and a wonderful holiday season to the whole Tracy community.

Mayor Arriola echoed the sentiments from Council Member Nygard and wished everyone a Merry Christmas and Happy New Year.

8. ADJOURNMENT: 8:21 p.m.

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

The above agenda was posted at the Tracy City Hall on December 12, 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 two resolutions: 1) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Clyde Bland Pump Track (CIP 78190), increasing the not to exceed amount by \$46,512 to \$282,012 and 2) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for Gretchen Talley Phase 3 (CIP 78170), increasing the not to exceed amount by \$129,687 to \$329,697.

EXECUTIVE SUMMARY

The City of Tracy entered into Professional Services Agreements with Griffin Structures, Inc., a California corporation, to provide construction management services for the Clyde Bland Pump Track (CIP 78190) and Gretchen Talley Phase 3 (CIP 78170) park improvement projects. As construction activities progressed on both projects, City staff from Parks, Recreation, and Community Services, Engineering, and Construction Management collaboratively reviewed projects need to ensure quality control, code compliance, and timely delivery.

Through this coordination, staff identified the need for additional construction management support and special construction inspections associated with specific elements of the work now underway. Griffin Structures has the capacity and project familiarity to provide these additional services. Amending the existing Professional Services Agreements will maintain continuity with the current construction management team and support efficient project delivery. Council approval is required to authorize the proposed amendments.

BACKGROUND AND LEGISLATIVE HISTORY

On August 20, 2024, the City Council approved a Professional Services Agreement with Griffin Structures, Inc., a California Corporation (Griffin Structures), to provide construction management services for the Clyde Bland Pump Track park project via Resolution No. 2024-133. Subsequently, on July 1, 2025, the City Council approved a construction contract with Frontline General Engineering Construction, Inc. of San Lorenza, California in the amount of \$1,585,618.93 via Resolution No. 2025-176.

On June 17th, 2025, the city Council approved a Professional Services Agreement with Griffin Structures to provide construction management services along with a construction contract to R&R Pacific Construction of Woodland, California for the Gretchen Talley Phase 3 park project via Resolution No. 2025-129.

It should also be noted that on September 5, 2023, the City Council approved Professional Services Agreement with Griffin Structures to provide project management services for the Aquatic Center project CIP 78054.

ANALYSIS

As construction activities have progressed on both the Clyde Bland Pump Track (CIP 78190) and Gretchen Talley Phase 3 (CIP 78170) projects, City staff from Parks, Recreation, and Community Services, Engineering, and Construction Management collaboratively reviewed projects need to ensure quality control, code compliance, and timely delivery. Through this internal coordination, staff identified that additional construction management support and special construction inspections are required to support specific elements of the work now underway.

After evaluating available options, staff determined that amending the existing Professional Services Agreements with Griffin Structures, Inc. represents the most efficient and effective path forward. This approach maintains continuity with the current construction management team, leverages Griffin Structures' familiarity with the projects, and supports streamlined project delivery; ensuring the project remains on schedule.

For the Clyde Bland Pump Track (CIP 78190), Amendment No. 1 (Attachment A) would expand the scope of services to include the following special construction inspections:

- Engineered Fill
- Backfill for Trenching and Earthwork
- Rebar Reinforcement

For the Gretchen Talley Park, Phase 3 (CIP 78170), Amendment No. 1 (Attachment B) would expand the scope of services to include the following special construction inspections:

- Engineered Fill
- Backfill for Trenching and Earthwork
- Rebar Reinforcement
- Electrical Pads
- Shade Structure Columns

This is a request to amend the current Agreement to allow Griffin Structures to complete the additional construction management work necessary to complete the installation of the Projects.

FISCAL IMPACT

There is no additional fiscal impact to the General Fund associated with this action. Funding for the Clyde Bland Park Pump Track and Gretchen Talley Park Phase 3 projects was previously approved by the City Council, and the proposed amendments would be funded within the existing project budgets using available funds.

PUBLIC OUTREACH/ INTEREST

City staff, in coordination with the construction management team, continue to provide the community with construction-related information for both park projects. Outreach efforts include on-site construction signage, informational flyers in the surrounding area, social media posts, and ongoing coordination with adjacent schools, including Wanda Hirsch Elementary School, regarding project schedules and construction activities.

COORDINATION

The Parks, Recreation, and Community Services Department coordinated with Public Works Engineering and Construction Management staff to evaluate project needs and identify the most appropriate approach to support ongoing construction activities. Through this coordination, staff determined that additional construction management support and special construction inspections were necessary to ensure quality control, code compliance, and timely delivery of both projects.

CEQA DETERMINATION

CEQA Determination for Clyde Bland Park Pump Track received a categorical exemption on January 29, 2025.

CEQA Determination for Gretchen Talley Phase 3 filed with the San Joaquin County Clerk on December 8, 2023.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, adopt two separate resolutions, 1) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Clyde Bland Pump Track (CIP 78190), increasing the not to exceed amount by \$46,512 to \$282,012 and 2) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for Gretchen Talley Phase 3 (CIP 78170), increasing the not to exceed amount by \$129,687 to \$329,697.

Prepared by: Brandon Johnson, Parks Planning and Development Manager

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Clyde Bland Pump Track: Amendment No. 1 to Professional Services Agreement with Griffin Structures, Inc.

Attachment B – Gretchen Talley Park Phase 3: Amendment No. 1 to Professional Services Agreement with Griffin Structures, Inc.

**Amendment No. 1
To Professional Services Agreement**

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered into between the City of Tracy, a municipal corporation (**City**), and Griffin Structures, Inc. a California Corporation (**Consultant**), dated _____ (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Griffin Structures, Inc. entered into a Professional Services Agreement (Agreement) to provide construction management services for the Clyde Bland Park BMX Pump Track Project (CIP 78190), which was approved by the City Council on August 22, 2024, under Resolution No. 2024-133.

As construction progressed on the Clyde Bland Park BMX Pump Track Project (CIP 78190), City staff from Parks, Recreation, and Community Services, Engineering, and Construction Management collaboratively reviewed project needs and identified the need for additional special construction inspections to support quality control and code compliance. The required special inspections include inspections for engineered fill, backfill for trenching, and earthwork.

- B.** The Parties desire to expand the scope of work and compensation under the Agreement to include additional construction management and special inspection services necessary for the Clyde Bland Park BMX Pump Track Project.
- C.** This amendment is being executed pursuant to Resolution No. 2026-___ approved by Tracy City Council on February 3, 2026.

Now therefore, the Parties mutually agree to as follows:

1. Incorporation by Reference. This amendment incorporates by reference all terms outlined in the Agreement, unless specifically modified by the Amendment. The terms that are not specifically modified by this amendment will remain in effect.

2. Terms of Amendment.

A. Section 1, Scope of Work

Section 1 is hereby amended to read as follows:

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

B. Section 3 Compensation

Section 3.1 is hereby amended to read as follows:

Consultant's total compensation under this Agreement shall not exceed \$282,011.75 (Two-hundred-eighty-two thousand, eleven dollars, and seventy-five cents).

Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Scope of Work. This Agreement shall automatically terminate if 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 outlined in Exhibit A and expanded on in Exhibit A-1 hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the city. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3. Modifications. This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

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

5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though not all Parties are signatories to the same counterpart.

City of Tracy – Amendment No. 1 with Griffin Structures, Inc.

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

City of Tracy

Consultant

By: _____
Dan Arriola

Signed by:
By: Jonathan Hughes
Jonathan Hughes

Title: Mayor

Title: President

Date: _____

Date: 1/12/2026 | 2:48 PM PST

Federal Tax Employer ID No. 33-0756139

Attest:

By: _____
April B. A. Quintanilla, City Clerk

DocuSigned by:
By: Mark Hoglund
Mark Hoglund

Title: Chief Financial Officer
Date: 1/14/2026 | 11:01 AM PST

Approved as to form.

By: _____
L. David Nefouse, City Attorney

EXHIBITS:

Exhibit A-1: Scope of Work

EXHIBIT A-1

SCOPE OF SERVICES

GEOCON – Geotechnical Testing and Observation, Materials Testing Services

Item	
Part I: Grading (Outside of BMX Pump Track)	
Field Technician II – Grading Compaction Testing – est. 3 trips and 24 technician hours	
Laboratory Testing – Proctor Curves (estimated two ASTM D1557 tests)	
Part II: Underground Utilities	
Field Technician II – Utilities Backfill Compaction Testing – est. 4 trips and 32 technician hours	
Laboratory Testing – Proctor Curves (estimated two ASTM D1557 tests)	
Part III: Site Pedestrian Concrete	
Field Technician II – Aggregate Base Compaction Testing – est. 4 trips and 16 technician hours	
Special Inspector I – Concrete Sampling and Testing – est. 8 trips and 32 technician hours	
Laboratory Testing – Proctor Curves (estimated one ASTM D1557 test)	
Laboratory Testing – Concrete (estimated 20 sets of three ASTM C39 tests)	
Part IV: BMX Pump Track	
Field Technician II – Compaction Testing – est. 5 trips and 40 technician hours	
Field Technician II – Paving Compaction Testing – est. 5 trip and 40 technician hours	
Laboratory Testing – Proctor Curves (estimated two ASTM D1557 tests)	
Laboratory Testing – AC (estimated one each CT202, CT309, CT382)	
Part V: AC Paving	
Field Technician II – Deep Lift AC Compaction Testing – est. 1 trip and 6 technician hours	
Laboratory Testing – AC (estimated one each CT202, CT309, CT382)	
Part VI: Engineering Review, Reporting and Project Management	

LIMITATIONS, ASSUMPTIONS, AND ADDITIONAL SERVICES

Any services requested that are not discussed or listed herein will be considered as “additional services” and will be billed at the appropriate unit rates identified on the attached *2025 Schedule of Fees*. This proposal assumes that the services offered herein are subject to prevailing wage requirements. We have assumed that our work will occur during typical daytime working hours, Monday through Friday.

The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous or corrosive materials. As our client, please

recognize that construction monitoring is a technique employed to reduce the risk of problems arising during construction. Provision of construction testing is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found.

Geocon will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. Geocon personnel will not direct or supervise the construction operations for the project, nor will we alter or change the project plans, specifications, or reports.

**Amendment No. 1
To Professional Services Agreement**

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered into between the City of Tracy, a municipal corporation (**City**), and Griffin Structures, Inc., a California Corporation (**Consultant**) dated _____ (**Agreement**), is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Griffin Structures, Inc. entered into a Professional Services Agreement (Agreement) to provide construction management services for the Gretchen Talley Park Phase 3 Project (CIP 78170), which was approved by the City Council on June 17, 2025, under Resolution No. 2025-129.

As construction progressed on the Gretchen Talley Park Phase 3 Project (CIP 78170), City staff from Parks, Recreation, and Community Services, Engineering, and Construction Management collaboratively reviewed project needs and identified the need for additional special construction inspections to support quality control and code compliance. The required special inspections include inspections for engineered fill, backfill for trenching and earthwork, electrical pads, and shade structure columns.

- B.** The Parties desire to expand the scope of work and compensation under the Agreement to include additional construction management and special inspection services necessary for the Gretchen Talley Phase 3 Project.
- C.** This amendment is being executed pursuant to Resolution No. 2026-___ approved by Tracy City Council on February 3, 2026

Now therefore, the Parties mutually agree to as follows:

1. Incorporation by Reference. This amendment incorporates by reference all terms outlined in the Agreement, unless specifically modified by the Amendment. The terms that are not specifically modified by this amendment will remain in effect.

2. Terms of Amendment.

A. Section 1, Scope of Work

Section 1 is hereby amended to read as follows:

"Consultant shall perform the services described in Exhibit "A" and expanded upon in Exhibit "A-1" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Jon Hughes. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "B", nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any

City of Tracy – Amendment No.1 with Griffin Structures, Inc.

change or replacement in personnel or subcontractors/subconsultants may result in termination of this Agreement.”

B. Section 3, Compensation

Section 3.1 is hereby amended to read as follows:

“Consultant’s total compensation under this Agreement shall not exceed \$329,697.00 (Three hundred twenty-nine thousand six hundred ninety-seven dollars). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy’s appropriation of funds for the Scope of Work. This Agreement shall automatically terminate if such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by the consultant, as outlined in Exhibit A and expanded on in Exhibit A-1 hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant’s total compensation under this Agreement will depend on the Scope of Work requested and approved by the city. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City’s prior written approval.”

3. Modifications. This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

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

5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though not all Parties are signatories to the same counterpart.

City of Tracy – Amendment No.1 with Griffin Structures, Inc.

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

City of Tracy

Consultant

By: _____
Dan Arriola

Signed by:
By: Jonathan Hughes
Jonathan Hughes

Title: Mayor

Title: President

Date: _____

Date: 1/13/2026 | 9:53 AM PST

Federal Tax Employer ID No. _____

Attest:

By: _____
April B. A. Quintanilla, City Clerk

DocuSigned by:
By: Mark Hoglund
Mark Hoglund

Title: Chief Financial Officer

Date: 1/14/2026 | 11:01 AM PST

Approved as to form.

By: _____
L. David Nefouse, City Attorney

EXHIBITS:

Exhibit A-1: Scope of Work

EXHIBIT A-1

SCOPE OF SERVICES

GEOCON – Geotechnical Testing and Observation, Materials Testing, and Special Inspection Services

Item	
Part I: Mass Grading and Fine Grading	
Field Technician II – Mass Grading Compaction Testing – est. 5 trips and 40 technician hours	
Field Technician II – Fine Grading Compaction Testing – est. 7 trips and 28 technician hours	
Laboratory Testing – Proctor Curves (estimated three ASTM D1557 tests)	
Part II: Underground Utilities	
Field Technician II – Wet Utilities Backfill Compaction Testing – est. 12 trips and 96 technician hours	
Field Technician II – Electrical Backfill Compaction Testing – est. 8 trips and 64 technician hours	
Field Technician II – Irrigation Backfill Compaction Testing – est. 10 trips and 40 technician hours	
Laboratory Testing – Proctor Curves (estimated four ASTM D1557 tests)	
Part III: Restroom Building	
Field Technician II – Building Pad Compaction Testing – est. 1 trip and 4 technician hours	
Field Technician II – Utilities Backfill Compaction Testing – est. 1 trip and 8 technician hours	
Special Inspector III – Rebar Inspection – est. 1 trip and 4 technician hours	
Special Inspector I – Concrete Sampling and Testing – est. 2 trips and 8 technician hours	
Special Inspector I – Post-installed anchors – est. 1 trip and 6 technician hours	
Laboratory Testing – Concrete (estimated five sets of four ASTM C39 tests)	
Part IV: Site Pedestrian Concrete	
Field Technician II – Aggregate Base Compaction Testing – est. 5 trips and 20 technician hours	
Special Inspector I – Concrete Sampling and Testing – est. 10 trips and 40 technician hours	
Laboratory Testing – Proctor Curves (estimated one ASTM D1557 test)	
Laboratory Testing – Concrete (estimated 25 sets of three ASTM C39 tests)	
Part V: Site Amenities (Sports Courts, Fencing, Shade Structures, etc.)	
Field Technician II – Compaction Testing – est. 10 trips and 40 technician hours	
Field Technician II – Drilled Piers Observation – est. 4 trips and 32 technician hours	
Special Inspector I – Concrete Sampling and Testing – est. 12 trips and 48 technician hours	
Special Inspector III – Shade Structure Welding Inspection – est. 4 trips and 36 technician hours	

Field Technician II – Sports Courts Paving Compaction Testing – est. 1 trip and 8 technician hours	
Laboratory Testing – Proctor Curves (estimated two ASTM D1557 tests)	
Laboratory Testing – Concrete (estimated 30 sets of four ASTM C39 tests)	
Laboratory Testing – AC (estimated one each CT202, CT309, CT382)	

LIMITATIONS, ASSUMPTIONS, AND ADDITIONAL SERVICES

Any services requested that are not discussed or listed herein will be considered as “additional services” and will be billed at the appropriate unit rates identified on the attached *2025 Schedule of Fees*. This proposal assumes that the services offered herein are subject to prevailing wage requirements. We have assumed that our work will occur during typical daytime working hours, Monday through Friday.

The proposed scope of services does not include the evaluation or identification of the potential presence of hazardous or corrosive materials. As our client, please recognize that construction monitoring is a technique employed to reduce the risk of problems arising during construction. Provision of construction testing is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found.

Geocon will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. Geocon personnel will not direct or supervise the construction operations for the project, nor will we alter or change the project plans, specifications, or reports. We have assumed the consultant that prepared the project geotechnical report (Rockridge Geotechnical) will remain Geotechnical Engineer of Record for the project.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRIFFIN STRUCTURES, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CLYDE BLAND PARK PUMP TRACK PROJECT (CIP 78190), INCREASING THE NOT TO EXCEED AMOUNT BY \$46,512, UTILIZING EXISTING APPROVED PROJECT FUNDS, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$282,012

WHEREAS, in August 2024, the Tracy City Council approved a Professional Services Agreement with Griffin Structures, Inc. to provide construction management services for the Clyde Bland Park BMX Pump Track Project, CIP 78190 (Resolution No. 2024-133); and

WHEREAS, in October 2024, City Staff from Parks, Recreation, and Community Services; Engineering, and Construction Management collaboratively reviewed project needs and identified the need for additional special construction inspections to support quality control and code compliance; and

WHEREAS, this amendment to the Professional Services Agreement will allow Griffin Structures, Inc. to complete the required special construction inspections necessary to complete construction; now, therefore, be it

RESOLVED: That the Tracy City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Clyde Bland Park BMX Pump Track Project (CIP 78190), increasing the not to exceed amount, utilizing existing approved project funds (without increasing total project funding), by \$46,512 for a total not to exceed amount of \$282,012.
; and be it

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on February 3, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRIFFIN STRUCTURES, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CLYDE GRETCHEN TALLEY PARK PHASE 3 PROJECT (CIP 78170), INCREASING THE NOT TO EXCEED AMOUNT BY \$129,687, UTILIZING EXISTING APPROVED PROJECT FUNDS, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$329,697

WHEREAS, in June 2025, the Tracy City Council approved a Professional Services Agreement with Griffin Structures, Inc. to provide construction management services for the Gretchen Talley Park Phase 3 Project, CIP 78170 (Resolution No. 2025-129); and

WHEREAS, in October 2024, City Staff from Parks, Recreation, and Community Services, Engineering, and Construction Management collaboratively reviewed project needs and identified the need for additional special construction inspections to support quality control and code compliance; and

WHEREAS, this amendment to the Professional Services Agreement will allow Griffin Structures, Inc. to complete the required special construction inspections necessary to complete construction; now, therefore, be it

RESOLVED: That the Tracy City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Gretchen Talley Park Phase 3 Project (CIP 78170), increasing the not to exceed amount, utilizing existing approved project funds (without increasing total project funding), by \$129,687 for a total not to exceed amount of \$329,697.
; and be it

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on February 3, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

February 3, 2026

Agenda Item 1.C

RECOMMENDATION

Staff recommends that City Council adopt three separate resolutions ratifying the City Manager's emergency approval of interim General Services Agreements (GSAs) with the following vendors for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater and Not-to-Exceed (NTE) amounts for a retroactive term beginning January 1, 2026, and ending on March 31, 2026:

- **Pioneer Americas, LLC – NTE \$500,000**
- **Polydyne, Inc. – NTE \$400,000**
- **Thatcher Company of California, Inc. – NTE \$400,000**

EXECUTIVE SUMMARY

Staff are seeking City Council ratification of the City Manager's emergency authorization for three interim General Services Agreements (GSAs) pursuant to TMC 2.20.090(c) due to urgent public health and safety needs. The interim GSAs provide for the continued supply of essential treatment chemicals for the operation of the City's water and wastewater treatment plants.

The prior GSAs for these services expired on December 31, 2025, while staff were in the process of negotiating new agreements with vendors responding to a Notice Inviting Bids issued on August 13, 2025. Due to the ongoing negotiation process, staff were unable to finalize new agreements with the above vendors prior to the expiration of the existing GSAs.

To ensure uninterrupted operations and maintain compliance with public health and safety requirements, interim GSAs were required on an emergency basis to procure the necessary treatment chemicals.

The interim GSAs are requested retroactively for the period of January 1 through March 31, 2026. These interim terms will provide sufficient time for staff to finalize negotiations with all chemical vendors and return to City Council with new chemical GSAs for approval.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy uses bulk chemicals for the disinfection and treatment of water and wastewater, which requires delivery of these chemicals to the water and wastewater treatment plants, water production wells, and water reservoirs, in an environmentally safe manner as applicable per local, State, and Federal standards. Most chemical supply firms

specialize in and deliver only certain types of chemicals; therefore, the City must purchase these chemicals from multiple vendors.

In anticipation of the December 31, 2025, expiration date for the six (6) vendors selected for the 2023 – 2025 chemical contracts, on August 13, 2025, staff issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028, to ensure continuity of service without interruption. Nine (9) bids were received by the submission deadline for the eleven (11) required chemicals, and staff began negotiations with the bidder’s intending commencement of the new agreements on January 1, 2026.

ANALYSIS

Due to the extended negotiation period for these chemical supply contracts that included:

- bidder-initiated changes to original pricing;
- escalation clauses in response to an evolving market environment, and
- the withdrawal of one intended awardee during negotiation;

Staff were unable to complete all negotiations before the previous agreement expired. There is limited storage capacity for three of the required chemicals at the treatment plants, therefore, they must be procured and delivered approximately every seven (7) days. Continued procurement of these chemicals is necessary as they are specifically required for winter treatment conditions and are essential to maintaining uninterrupted water and wastewater treatment services.

Accordingly, staff requested City Manager approval of three separate interim agreements with these vendors in the form of General Services Agreements. The interim agreements were requested for a retroactive term from January 1, 2026, through March 31, 2026, at the not-to-exceed (NTE) amounts identified in the table below. These NTEs are estimates based on historical purchases of chemicals for the limited term under 2025 pricing.

Vendors name	Interim GSA Term End	Interim GSA NTE Amount
Polydyne, Inc.	03/31/2026	\$ 400,000
Pioneer Americas, LLC	03/31/2026	\$ 500,000
Thatcher Co. of California, Inc.	03/31/2026	\$ 400,000

The interim GSAs will allow sufficient time for staff to complete negotiations and bring forward the new agreements resulting from the Notice Inviting Bids issued on August 13, 2025, for City Council consideration and approval.

FISCAL IMPACT

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation budgets in both the Water Fund (511) and Wastewater Fund (521) for these Agreements.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to environmental review.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the City of Tracy community through improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt three separate resolutions ratifying the City Manager's emergency approval of interim General Services Agreements (GSAs) with the following vendors for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater and Not-to-Exceed (NTE) amounts for a retroactive term beginning January 1, 2026, and ending on March 31, 2026:

- Pioneer Americas, LLC – NTE \$500,000
- Polydyne, Inc. – NTE \$400,000
- Thatcher Company of California, Inc. – NTE \$400,000

Prepared by: Harold "Lea" Emmons, Water Operations Superintendent
Aloke Vaid, Wastewater Operations Superintendent
Tu Nguyen, Management Analyst II

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A – GSA with Pioneer Americas, LLC
- B – GSA with Polydyne, Inc.
- C – GSA with Thatcher Company of California, Inc.
- D – CM Memo signed – Interim GSAs Chemicals

CITY OF TRACY GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation, a Delaware Limited Liability Company (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the John Jones Water Treatment Plant and Wastewater Treatment Plant.

B. On February 23, 2023, the City issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025 (**Project**). Contractor submitted its proposal prior to the deadline and was selected based on skills and experience to provide the services, in pursuant of TMC 2.20.140. The City and Contractor agreed to a term that expired on December 31, 2025.

C. On August 13, 2025, the City issued a Notice Inviting Bids for the Supply and Delivery of Chemicals 2026–2028. Due to an extended negotiation process with six new Contractors, the City was unable to complete all negotiations prior to the expiration of the existing Agreements. As a result, interim Agreements are required to ensure the uninterrupted supply and delivery of chemicals, retroactively starting on January 1, 2026.

D. On January 21, 2026, City Manager authorized the continuation of chemical supplies and delivery services under TMC 2.20.090(c) to prevent the endangerment of “lives, property or welfare of the people of the City” due to lack of water and wastewater treatment.

E. This Agreement is executed pursuant to Tracy Municipal Code Section 2.20.180(b)(4) because compliance with the procedures is not in the best interest of the City. This interim agreement is required to maintain uninterrupted chemical supply and delivery services while City staff continue negotiations and seek City Council approval of new agreements.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. Contractor’s Authorized Representative: Jason Cho.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the

delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin retroactively on January 1, 2026, and end on March 31, 2026, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$500,000 (five-hundred thousand dollars). Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

5.4 Pollution Liability Insurance

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy will be applicable to the work performed in the delivery of chemicals in accordance with the scope of this agreement.

5.4.2 The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement by giving thirty (30) days’ written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance

with this Agreement, up to the date notice is given. The Contractor may terminate this Agreement at any time by giving ninety (90) days advance notice in writing.

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

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

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

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

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

7.5 The Parties shall bear their individual costs in any alternative dispute resolution process.

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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

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

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

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

To City:

City of Tracy
Attn: Assistant Director of Utilities
520 Tracy Blvd
Tracy, CA 95376

To Contractor:

Pioneer Americas, LLC
a wholly owned subsidiary of Olin Corporation
490 Stuart Road, NE
Cleveland, TN 37312

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state

laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

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

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

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

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

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor’s proposal (if any), the Exhibits shall control.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation

By: Midori Lichtwardt
Title: City Manager, City of Tracy

DocuSigned by:
Linus S. Staskevicius

46BEF8638F1A438
By: Linus S. Staskevicius
Title: Business Director

Date: _____

Date: 1/8/2026 | 11:40 AM PST

Federal Employer Tax ID No. 06-1420850

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Exhibits:

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

EXHIBIT A - Scope of Work

Contractor shall provide the following chemicals as needed to the John Jones Water Treatment Plant and the Wastewater Treatment Plant. City shall notify vendor via email or phone to request delivery.

- 12.5% Liquid Sodium Hypochlorite
 - 175,000 gallons delivered to the John Jones Water Treatment Plant and Wastewater Treatment Plant
 - Order lead times to be at least 72 hours prior to desired delivery times.

EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered (in gallons). The pricing is as follows:

- Liquid 12.5% Liquid Sodium Hypochlorite to the Water Treatment Plant
 - Price per gallon delivered - \$2.8010
- Liquid 12.5% Liquid Sodium Hypochlorite to the Wastewater Treatment Plant
 - Price per gallon delivered - \$3.0260
- Price is plus \$0.004/gallon U.S. Superfund Excise Tax Surcharge.

CITY OF TRACY GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Polydyne, Inc., a Delaware Corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the John Jones Water Treatment Plant and Wastewater Treatment Plant.

B. On February 23, 2023, the City issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025 (**Project**). Contractor submitted its proposal prior to the deadline and was selected based on skills and experience to provide the services, in pursuant of TMC 2.20.140. The City and Contractor agreed to a term that expired on December 31, 2025.

C. On August 13, 2025, the City issued a Notice Inviting Bids for the Supply and Delivery of Chemicals 2026–2028. Due to an extended negotiation process with six new Contractors, the City was unable to complete all negotiations prior to the expiration of the existing Agreements. As a result, interim Agreements are required to ensure the uninterrupted supply and delivery of chemicals, retroactively starting on January 1, 2026.

D. On January 21, 2026, City Manager authorized the continuation of chemical supplies and delivery services under TMC 2.20.090(c) to prevent the endangerment of “lives, property or welfare of the people of the City” due to lack of water and wastewater treatment.

E. This Agreement is executed pursuant to Tracy Municipal Code Section 2.20.180(b)(4) because compliance with the procedures is not in the best interest of the City. This interim agreement is required to maintain uninterrupted chemical supply and delivery services while City staff continue negotiations and seek City Council approval of new agreements.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: Boyd Stanley. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor

in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin retroactively on January 1, 2026, and end on March 31, 2026, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$400,000 (four-hundred thousand dollars). Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than

\$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

5.4 Pollution Liability Insurance

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy will be applicable to the work performed in the delivery of chemicals in accordance with the scope of this agreement.

5.4.2 The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The

City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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

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

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

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

To City:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

To Contractor:

Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state

laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

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

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

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

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

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

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

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


[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

Polydyne, Inc., a Delaware Corporation

By: Midori Lichtwardt
Title: City Manager



By: Boyd Stanley
Title: Senior Vice President

Date: _____

Date: 1/8/26

Attest:

Federal Employer Tax ID No. 34-1810283

April Quintanilla, City Clerk



By: Mark Schlag
Title: Chief Financial Officer

Approved as to form:

Date: 1/8/26

Andrew Shen, Interim City Attorney

Exhibits:

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

EXHIBIT A - Scope of Work

Contractor shall provide the following chemicals as needed to the John Jones Water Treatment Plant and the Wastewater Treatment Plant. City will contact vendor via email or phone to coordinate deliveries as needed.

- Liquid Cationic Polymer (CLARIFLOC C-4420)
 - 80,000 lbs. to the John Jones Water Treatment Plant
- 30% Non-ionic Liquid Polyacrylamid (CLARIFLOC N-6310)
 - 14,000 lbs. to the John Jones Water Treatment Plant
- CLARIFLOC WE-114 Polymer (Or approved equal)
 - 85,000 lbs. to the Wastewater Treatment Plant
- CLARIFLOC WE-907 Polymer (Or approved equal)
 - 85,000 lbs. to the Wastewater Treatment Plant

EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered (in pounds). The pricing is as follows:

- Liquid Cationic Polymer (CLARIFLOC C-4420)
 - Price per pound delivered - \$0.8858
- 30% Non-ionic Liquid Polyacrylamid (CLARIFLOC N-6310)
 - Price per pound delivered - \$1.7000
- CLARIFLOC WE-114 Polymer (Or approved equal)
 - Price per pound delivered - \$2.0026
- CLARIFLOC WE-907 Polymer (Or approved equal)
 - Price per pound delivered - \$2.0630

CITY OF TRACY GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Thatcher Company of California, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the John Jones Water Treatment Plant and Wastewater Treatment Plant.

B. On February 23, 2023, the City issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025. Contractor submitted its proposal prior to the deadline and was selected based on skills and experience to provide the services, in pursuant of TMC 2.20.140. The City and Contractor agreed to a term that expired on December 31, 2025.

C. On August 13, 2025, the City issued a Notice Inviting Bids for the Supply and Delivery of Chemicals 2026–2028 (**Project**). Due to an extended negotiation process with six new Contractors, the City was unable to complete all negotiations prior to the expiration of the existing Agreements. As a result, interim Agreements are required to ensure the uninterrupted supply and delivery of chemicals, retroactively starting on January 1, 2026.

D. On _____, 2026, City Manager authorized the continuation of chemical supplies and delivery services under TMC 2.20.090(c) to prevent the endangerment of “lives, property or welfare of the people of the City” due to lack of water and wastewater treatment.

E. This Agreement is executed pursuant to Tracy Municipal Code Section 2.20.180(b)(4) because compliance with the procedures is not in the best interest of the City. This interim agreement is required to maintain uninterrupted chemical supply and delivery services while City staff continue negotiations and seek City Council approval of new agreements.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: Tyler Andersen, Market Analyst. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for

performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on January 1, 2026, and end on March 31, 2026, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$400,000 (four-hundred thousand dollars). Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than

\$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

5.4 Pollution Liability Insurance

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy will be applicable to the work performed in the delivery of chemicals in accordance with the scope of this agreement.

5.4.2 The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The

City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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

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

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

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

To City:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

To Contractor:

Thatcher Company of California, Inc.
Attn: Michael Mitchell, President
P.O. Box 27407
Salt Lake City, UT 84127

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

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

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

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

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

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

**Thatcher Company of California, Inc., a
California Corporation**

By: Dan Arriola
Title: Mayor, City of Tracy



By: Michael Mitchell
Title: President

Date: _____

Date: 16 JAN 2026

Attest:

Federal Employer Tax ID No. 95-2944197

April B. A. Quintanilla, City Clerk



By: Steven Hensley
Title: CFO

Approved as to form:

Date: 1/16/26

L. David Nefouse, City Attorney

Exhibits:

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

EXHIBIT A - Scope of Work

Contractor shall provide the following chemicals as needed to the John Jones Water Treatment Plant and the Wastewater Treatment Plant.

- Liquid Alum
 - 600 tons delivered to the John Jones Water Treatment Plant
- Sodium Bisulfite (25%)
 - 50,000 gallons delivered to the Wastewater Treatment Plant
- Sodium Bisulfite (40%)
 - 35,000 gallons delivered to the Wastewater Treatment Plant

EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered. The pricing is as follows:

- Liquid Alum
 - Price per ton delivered - \$420.00

- Sodium Bisulfite (25%)
 - Price per gallon delivered - \$0.1864

- Sodium Bisulfite (40%)
 - Price per gallon delivered - \$0.2194



Public Works Department

City of Tracy
520 S Tracy Blvd
Tracy, CA 95376
MAIN 209.831.6300
www.cityoftracy.org

Memorandum

Date: January 5, 2026 ^{DS} *AB*

To: Midori Lichtwardt, City Manager ^{Initial} *an*

CC: ^{DS} *LS* Anush Nejad, Public Works Director ^{Initial} *kg*
 Kamalpreet Gill, Deputy City Attorney ^{Initial} *[Signature]*
 Arturo Sanchez, Assistant City Manager

From: Stephanie Reyna-Hiestand, Assistant Director - Utilities

Subject: TMC 2.20.090(c) – Emergency approval for chemical purchases – Water and Wastewater Treatment Plants

Summary

Public Works Utilities staff are seeking City Manager approval for three interim General Services Agreements (GSAs) pursuant to Tracy Municipal Code Section 2.20.090(c) based on an emergency health and safety need. These three agreements are for the supply and delivery of chemicals used in the City’s water and wastewater treatment processes.

The previous GSAs for these services expired on December 31, 2025, while staff were conducting negotiations for new agreements with vendors responding to the Notice Inviting Bids issued on August 13, 2025. Due to the ongoing negotiation process, staff were unable to finalize new agreements prior to the expiration of the existing GSAs.

Accordingly, interim GSAs are now necessitated on an emergency basis to procure the required chemicals to ensure the continuous operation of the City’s water and wastewater treatment facilities.

Staff is preparing a City Council agenda item to ratify this emergency authorization in accordance with City procurement policy. The interim GSAs are requested to be effective retroactively from January 1, 2026, through March 31, 2026. This timeframe will allow

January 5, 2026

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staff sufficient time to complete negotiations of the new GSAs and gain City Council approval.

Background

The City of Tracy uses bulk chemicals for the disinfection and treatment of water and wastewater, which requires delivery of these chemicals to the water and wastewater treatment plants, water production wells, and water reservoirs, in an environmentally safe manner as applicable per local, State, and Federal standards. Most chemical supply firms specialize in and deliver only certain types of chemicals; therefore, the City must purchase these chemicals from multiple vendors.

For the existing contracts with term ending December 31, 2025, the City followed purchasing protocols and issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025 on February 23, 2023. On March 13, 2023, after reviewing all proposals, staff determined that six (6) vendors had the skills, experience, and certification required to provide the required chemical supplies and delivery. The six (6) selected and approved vendors by Council resolution were:

Vendors name	Agreement Term End	Annual NTE Amount
Hasa, Inc	12/31/2025	\$ 100,000
Polydyne, Inc.	12/31/2025	\$ 1,500,000
Hill Brothers Chemical Company	12/31/2025	\$ 250,000
Pioneer Americas, LLC	12/31/2025	\$ 2,500,000
Sterling Water Technologies, LLC	12/31/2025	\$ 210,000
Thatcher Company of California, Inc.	12/31/2025	\$ 1,500,000

In anticipation of the expiration date, on August 13, 2025, staff issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028, to ensure continuity of service without interruption. Nine (9) bids were received by the submission deadline for eleven (11) required chemicals, and staff began negotiations with the bidders with the intent of commencing the new agreements on January 1, 2026.

Analysis

Staff were unable to complete all negotiations prior to the expiration of the previous agreements due to an extended negotiation period with these chemical supply contracts that included:

- bidder-initiated changes to original pricing;
- escalation clauses in response to an evolving market environment, and
- the withdrawal of one intended awardee during negotiation.

January 5, 2026

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In addition, one of the required treatment chemicals must be replenished on a seven-day cycle, due to lack of storage capacity, to maintain continuous operations, thus making any interruption in supply particularly critical and necessitating immediate authorization to avoid service disruptions. Currently, the wastewater treatment plant has only about three days of this chemical available before a new shipment must be ordered and delivered.

Staff has determined that continued procurement of chemicals from three (3) existing vendors is necessary, as these vendors provide chemicals specifically required for winter treatment conditions and are essential to maintaining uninterrupted water and wastewater treatment services. Accordingly, staff is requesting City Manager approval of three separate interim agreements with these vendors in the form of General Services Agreements.

The interim agreements are requested for a retroactive term from January 1, 2026, through March 31, 2026, at the not-to-exceed (NTE) amounts identified in the table below. These NTEs are estimates based on historical purchases of the chemicals for the limited term under 2025 pricing.

Vendors name	Interim GSA Term End	Interim GSA NTE Amount
Polydyne, Inc.	03/31/2026	\$ 400,000
Pioneer Americas, LLC	03/31/2026	\$ 500,000
Thatcher Company of California, Inc.	03/31/2026	\$ 400,000

Staff is further requesting that this approval be granted based on an emergency status, as the City requires the chemicals supplied by the three (3) vendors identified above to disinfect and treat water and wastewater in order to protect the health and safety of residents, visitors, and City staff. Without these chemicals, the City would be unable to continue water and wastewater treatment operations, which would pose a significant risk to public health and safety, undermine public confidence, and potentially result in regulatory noncompliance and penalties from State and Federal agencies.

Fiscal Impact

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation budgets in both the Water Fund (511) and Wastewater Fund (521) for these Agreements.

Council Follow-up

Per TMC 2.20.090(c) “in an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have

January 5, 2026

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not been appropriated or are otherwise unavailable.” Staff will prepare the required documents to request ratification and approval from the City Council at the next available Council meeting following approval by the City Manager. The aim is to bring these items to Council within 30 days; however, this schedule may be affected by limited Council meeting dates and submittal deadlines.

Current request:

Staff are requesting that City Manager, per TMC 2.20.090(c), approve the emergency need for the following vendors with the term retroactive from January 31, 2026, to March 31, 2026, and not-to-exceed (NTE) amounts of:

- Polydyne, Inc. – \$400,000
- Pioneer Americas, LLC - \$500,000
- Thatcher Company of California - \$400,000

By signing below and on each of the signed GSAs attached, the City Manager approves the request for each of the three vendors above.

DocuSigned by:
Midori Lichtwardt 1/7/2026 | 7:41 PM PST
5E962064124242B

Midori Lichtwardt Date
City Manager, City of Tracy

Enclosed: Interim GSA – Polydyne, Inc.
Interim GSA – Pioneer Americas, LLC
Interim GSA – Thatcher Company of California, Inc.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

RATIFYING THE CITY MANAGER'S EMERGENCY APPROVAL OF AN INTERIM GENERAL SERVICES AGREEMENT WITH PIONEER AMERICAS, LLC FOR THE SUPPLY AND DELIVERY OF CHEMICALS NECESSARY FOR THE TREATMENT AND DISINFECTION OF WATER AND WASTEWATER, FOR A NOT-TO-EXCEED AMOUNT OF \$500,000, WITH A RETROACTIVE TERM FROM JANUARY 1, 2026, THROUGH MARCH 31, 2026

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals; and

WHEREAS, prior General Service Agreements (GSAs) 2023 – 2025 for these chemical vendors expired on December 31, 2025; and

WHEREAS, in anticipation of the expiration of the existing agreements, staff issued a Notice Inviting Bids on August 13, 2025, for the Supply and Delivery of Chemicals for the years 2026–2028, to ensure continuity of service without interruption; and

WHEREAS, nine (9) bids were received by the submission deadline for eleven (11) required chemicals, and staff began negotiations with the selected bidders with the intent of commencing the new agreements on January 1, 2026; and

WHEREAS, due to the extended negotiations, including bidder-initiated pricing changes, proposed escalation clauses in response to the market conditions, and the withdrawal of one intended awardee, staff were unable to finalize new agreements prior to the expiration of the existing contracts; and

WHEREAS, due to limited storage capacity, three of the necessary chemicals must be procured and delivered every seven (7) days to ensure proper treatment and disinfection; and

WHEREAS, staff requested the City Manager to approve emergency interim agreements with three existing vendors, Pioneer Americas, LLC Polydyne, Inc., and Thatcher Company of California, Inc., to supply the necessary chemicals ensuring continuous uninterrupted services; and

WHEREAS, pursuant to Tracy Municipal Code Section 2.20.090(c), the City Manager is authorized to approve emergency contracts when immediate action is required to protect the public health, safety, and welfare; and

WHEREAS, on January 7, 2026, the City Manager approved an emergency interim General Services Agreement with Pioneer Americas, LLC, in an amount not-to-exceed \$500,000, with a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, this interim GSA will allow sufficient time for staff to complete negotiations and seek City Council approval for the new long-term agreements 2026-2028; and

WHEREAS, staff is requesting that the City Council ratify the City Manager's emergency approval of an interim General Services Agreement with Pioneer Americas, LLC, Exhibit A, for the supply and delivery of chemicals for the treatment and disinfection of water and wastewater for a not-to-exceed amount of \$500,000 and a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, the cost of the services under the interim agreement is included in the Fiscal Year 2025-2026 operations and maintenance budgets for the Water Fund (Fund511) and the Wastewater Fund (Fund 521); and now therefore be it

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

RESOLVED: That the City Council of the City of Tracy hereby ratifies the City Manager's emergency approval of the interim General Services Agreement with Pioneer Americas, LLC, attached hereto as Exhibit A, for the supply and delivery of chemicals necessary for water and wastewater treatment, in a total not-to-exceed amount of \$500,000, for the retroactive term effective from January 1, 2026, through March 31, 2026.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 3rd day of February, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

RATIFYING THE CITY MANAGER'S EMERGENCY APPROVAL OF AN INTERIM GENERAL SERVICES AGREEMENT WITH POLYDYNE, INC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS NECESSARY FOR THE TREATMENT AND DISINFECTION OF WATER AND WASTEWATER, FOR A NOT-TO-EXCEED AMOUNT OF \$400,000, WITH A RETROACTIVE TERM FROM JANUARY 1, 2026, THROUGH MARCH 31, 2026

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals; and

WHEREAS, prior General Service Agreements (GSAs) 2023 – 2025 for these chemical vendors expired on December 31, 2025; and

WHEREAS, in anticipation of the expiration of the existing agreements, staff issued a Notice Inviting Bids on August 13, 2025, for the Supply and Delivery of Chemicals for the years 2026–2028, to ensure continuity of service without interruption; and

WHEREAS, nine (9) bids were received by the submission deadline for eleven (11) required chemicals, and staff began negotiations with the selected bidders with the intent of commencing the new agreements on January 1, 2026; and

WHEREAS, due to the extended negotiations, including bidder-initiated pricing changes, proposed escalation clauses in response to the market conditions, and the withdrawal of one intended awardee, staff were unable to finalize new agreements prior to the expiration of the existing contracts; and

WHEREAS, due to limited storage capacity, three of the necessary chemicals must be procured and delivered every seven (7) days to ensure proper treatment and disinfection; and

WHEREAS, staff requested the City Manager to approve emergency interim agreements with three existing vendors, Pioneer Americas, LLC., Polydyne, Inc., and Thatcher Company of California, Inc., to supply the necessary chemicals ensuring continuous uninterrupted services; and

WHEREAS, pursuant to Tracy Municipal Code Section 2.20.090(c), the City Manager is authorized to approve emergency contracts when immediate action is required to protect the public health, safety, and welfare; and

WHEREAS, on January 7, 2026, the City Manager approved an emergency interim General Services Agreement with Polydyne, Inc., in an amount not-to-exceed \$400,000, with a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, this interim GSA will allow sufficient time for staff to complete negotiations and seek City Council approval for the new long-term agreements 2026-2028; and

WHEREAS, staff is requesting that the City Council ratify the City Manager's emergency approval of an interim General Services Agreement with Polydyne Inc., Exhibit B, for the supply and delivery of chemicals for the treatment and disinfection of water and wastewater for a not-to-exceed amount of \$400,000 and a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, the cost of the services under the interim agreement is included in the Fiscal Year 2025-2026 operations and maintenance budgets for the Water Fund (Fund511) and the Wastewater Fund (Fund 521); and now therefore be it

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

RESOLVED: That the City Council hereby ratifies the City Manager's emergency approval of the interim General Services Agreement with Polydyne, Inc., attached hereto as Exhibit B, for the supply and delivery of chemicals necessary for water and wastewater treatment, in a total not-to-exceed amount of \$400,000, for the retroactive term effective from January 1, 2026, through March 31, 2026.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 3rd day of February, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

RATIFYING THE CITY MANAGER'S EMERGENCY APPROVAL OF AN INTERIM GENERAL SERVICES AGREEMENT WITH THATCHER COMPANY OF CALIFORNIA, INC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS NECESSARY FOR THE TREATMENT AND DISINFECTION OF WATER AND WASTEWATER, FOR A NOT-TO-EXCEED AMOUNT OF \$400,000, WITH A RETROACTIVE TERM FROM JANUARY 1, 2026, THROUGH MARCH 31, 2026

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals; and

WHEREAS, prior General Service Agreements (GSAs) 2023 – 2025 for these chemical vendors expired on December 31, 2025; and

WHEREAS, in anticipation of the expiration of the existing agreements, staff issued a Notice Inviting Bids on August 13, 2025, for the Supply and Delivery of Chemicals for the years 2026–2028, to ensure continuity of service without interruption; and

WHEREAS, nine (9) bids were received by the submission deadline for eleven (11) required chemicals, and staff began negotiations with the selected bidders with the intent of commencing the new agreements on January 1, 2026; and

WHEREAS, due to the extended negotiations, including bidder-initiated pricing changes, proposed escalation clauses in response to the market conditions, and the withdrawal of one intended awardee, staff were unable to finalize new agreements prior to the expiration of the existing contracts; and

WHEREAS, due to limited storage capacity, three of the necessary chemicals must be procured and delivered every seven (7) days to ensure proper treatment and disinfection; and

WHEREAS, staff requested the City Manager to approve emergency interim agreements with three existing vendors, Pioneer Americas, LLC., Polydyne, Inc., and Thatcher Company of California, Inc., to supply the necessary chemicals ensuring continuous uninterrupted services; and

WHEREAS, pursuant to Tracy Municipal Code Section 2.20.090(c), the City Manager is authorized to approve emergency contracts when immediate action is required to protect the public health, safety, and welfare; and

WHEREAS, on January 7, 2026, the City Manager approved an emergency interim General Services Agreement with Thatcher Company of California, Inc., in an amount not-to-exceed \$400,000, with a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, this interim GSA will allow sufficient time for staff to complete negotiations and seek City Council approval for the new long-term agreements 2026-2028; and

WHEREAS, staff is requesting that the City Council ratify the City Manager's emergency approval of an interim General Services Agreement with Thatcher Company of California, Inc., Exhibit C, for the supply and delivery of chemicals for the treatment and disinfection of water and wastewater for a not-to-exceed amount of \$400,000 and a retroactive term from January 1, 2026, through March 31, 2026; and

WHEREAS, the cost of the services under the interim agreement is included in the Fiscal Year 2025-2026 operations and maintenance budgets for the Water Fund (Fund511) and the Wastewater Fund (Fund 521); and now therefore be it

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

RESOLVED: That the City Council hereby ratifies the City Manager's emergency approval of the interim General Services Agreement with Thatcher Company of California, Inc., attached hereto as Exhibit C, for the supply and delivery of chemicals necessary for water and wastewater treatment, in a total not-to-exceed amount of \$400,000, for the retroactive term effective from January 1, 2026, through March 31, 2026.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 3rd day of February, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

Agenda Item 1.D

RECOMMENDATION

Staff recommends that City Council adopt a resolution establishing the rules governing appointment and service to the General Plan Advisory Committee.

EXECUTIVE SUMMARY

This agenda item proposes the rules governing the appointment and operation of the General Plan Advisory Committee.

BACKGROUND AND LEGISLATIVE HISTORY

California Government Code Section 6300 states “Each planning agency shall prepare and the legislative body of each county and city shall adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency’s judgment bear relation to its planning.”

The current Tracy General Plan was initially adopted by City Council on July 20, 2006. Adoption of the ordinance was complicated by changing policies at the San Joaquin County Local Agency Formation Commission (LAFCo), which called for smaller planning windows and a reduced Sphere of Influence (SOI). As a result, the adopted General Plan was amended to reflect the reduced SOI. The current Tracy General Plan was adopted on February 1, 2011.

On September 2, 2025, City Council provided direction to staff to initiate the comprehensive update and to return with a developed timeline, budget and scope of services required to undertake the update.

On November 4, 2025, City Council received a request for direction on the establishment of a General Plan Advisory Committee (GPAC). The City Council established GPAC and also formed an ad hoc committee to provide direction on the GPAC appointment process and criteria, and, ultimately, to form a recommendation to Council on the appointees. The ad hoc committee consists of Mayor Pro Tem Abercrombie and Councilmember Evans. Council also recommended that a representative from the Environmental Sustainability Commission be appointed to the GPAC. This recommendation and others are encompassed in the resolution.

On January 6, 2026, the GPAC ad hoc committee met and discussed the GPAC appointment process, including residency requirements, commission representation, length of terms, alternates, and related topics. This discussion and resulting direction are reflected in the resolution.

ANALYSIS

The proposed resolution is summarized as follows:

Purpose

The purpose of the GPAC is to promote and integrate diverse perspectives, facilitate discussion and public participation, and to ultimately create a General Plan update that is responsive to the unique needs and aspirations of the residents of the City of Tracy.

Duties of Committee Member

The resolution identifies the duties (expectations) of the individual GPAC members. In support of the purpose of the GPAC, the duties of the individual GPAC members are:

1. To promote a broad public outreach program that reaches and engages all residents of the City of Tracy
2. To regularly attend meetings in person or by video conference, including public workshops.
3. To facilitate a productive and positive dialogue among fellow members and the public, to consider diverse perspectives, and to work towards collaboration and consensus.
4. To consider written reports, memorandums, and technical information to inform the development of a comprehensive General Plan Update.
5. To formulate and forward advisory recommendations to City staff, and the Planning Commission and/or City Council.

Composition

There will be a total of nine committee members and four alternates. Four of the nine committee members will be nominated by the City Commissions. Each of the following commissions will nominate one member:

- Planning Commission,
- Parks and Community Services Commission,
- Environmental Sustainability Commission, and
- Transportation Advisory Commission.

The remaining five appointments will be appointed to residents at large.

Alternates

Each of the four commissions listed above will also nominate one alternate to serve on the GPAC in case of a vacancy. The alternates could fill any vacancy on the GPAC and would not be limited to serving in a vacancy created by their co-commissioner. At the end of the incomplete term, or sooner, the alternate would need to apply for permanent appointment like any other applicant.

Commissioners

The appointed commissioners would serve on the GPAC for the duration of their term on their commission. Should their commission term end prior to the GPAC term, the member would need to step down from their position the GPAC. The commission will presumably have appointed a replacement. The commissioner would remain eligible to apply for an at-large appointment in the future.

Membership Criteria

To serve on the GPAC, an applicant must demonstrate residency in the City of Tracy for the past twenty-four (24) months. If there are not a sufficient number of applications from residents, the City Council may appoint one member that is not a resident of the City of Tracy but resides within the Tracy Sphere of Influence.

Terms

The term is twenty-four (24) months for the commission-nominated members and twelve (12) months for the members appointed at large. As described above, these terms are coterminous with the commission appointments. All members are eligible for re-appointment to additional terms of twelve months following their initial appointment.

Application and Appointment Process

At-Large Appointments

For the at-large vacancies, the Community and Economic Development Department will develop a uniform application form and will solicit applications through the City's outreach programs. A window of thirty (30) days will be provided and the applications can be submitted online or in-person at City Hall. The at-large application will require a written response to the following prompts:

1. Please describe any experience serving on a volunteer board or committee, organizing community events, or volunteering in your community.
2. Please describe any experience with city planning, transportation, architecture, environmental planning, development, or related law? Examples include serving a planning agency or commission, engaging in neighborhood planning or advocacy issues, or working in the development industry.
3. Please describe how your lived experience, perspective, and/or talents would positively contribute to the City of Tracy's forthcoming General Plan Update process.

When all applications have been received, the ad hoc committee will review them for consistency with requirements, will consider the responses to the prompts, and will nominate five candidates.

Commission Nominations

For the commission-nominated members, each of the four commissions will be asked to nominate a member and an alternate in the coming month. These nominations will be forwarded to the GPAC ad hoc committee for inclusion in the recommendation to City Council.

Final Recommendation

The ad hoc committee's final recommendation will be forwarded to City Council for consideration and appointment of both at-large and commission-nominated members. It is the goal of staff and the ad hoc committee to have the GPAC fully seated by July 1, 2026.

Additional Resources

The following links provide additional supportive information:

- City of Tracy General Plan: <https://www.cityoftracy.org/Government/General-Plan>
- Governor's Office of Land Use and Climate Innovation, General Plan Guidelines: <https://lci.ca.gov/planning/general-plan/guidelines.html>
- San Joaquin LAFCo: <https://www.sjlafco.org/>
- City of Tracy SOI Map: https://www.sjlafco.org/files/5e1df2dcb/Tracy_Sphere_2023.pdf
- City Council Meeting, 9/2/2025: <https://www.cityoftracy.org/files/assets/city/v/1/city-clerk/documents/council-meeting-agendas/2025/09022025-7pm-regular-meeting-agenda-cover.pdf>
- City Council Meeting, 11/4/2025: <https://www.cityoftracy.org/files/assets/city/v/1/city-clerk/documents/council-meeting-agendas/2025/november/11042025-7pm-regular-meeting-agenda-cover-1.pdf>

CEQA DETERMINATION

The proposed action is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately.

FISCAL IMPACT

The General Plan update is funded by a one-time allocation of \$3.5 million made in 2023. The requested direction would not directly spend or obligate these funds.

STRATEGIC PRIORITY

The proposed action supports the following Strategic Priorities: Government Accountability Initiative #1 Update the City of Tracy's General Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution establishing the rules governing appointment and service to the General Plan Advisory Committee.

Prepared By: Forrest Ebbs, Director of Community and Economic Development

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

Approved by: Midori Lichtwardt, City Manager

TRACY CITY COUNCIL
RESOLUTION 2026-_____

**ESTABLISHING THE QUALIFICATIONS AND APPOINTMENT
PROCESS FOR THE GENERAL PLAN ADVISORY COMMITTEE.**

WHEREAS, on September 2, 2025, the City Council directed staff to initiate a comprehensive update to the City of Tracy General Plan; and

WHEREAS, on November 4, 2025, the City Council established the General Plan Advisory Committee to inform the process and provide advisory recommendations to the Planning Commission and/or City Council; and

WHEREAS, the purpose of this resolution is to establish the criteria for appointment to the General Plan Advisory Committee, and to describe the objectives, operational expectations, and general terms of appointment; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy has established a General Plan Advisory Committee (GPAC), which shall be established, convened and operated in accordance with the following conditions:

1. The General Plan Advisory Committee (GPAC) shall be composed of nine (9) committee members.
2. The purpose of the GPAC is to promote and integrate diverse perspectives, facilitate discussion and public participation, and to ultimately create a General Plan update that is responsive to the unique needs and aspirations of the residents of the City of Tracy.
3. The duties of the individual GPAC members are:
 - a. To promote a broad public outreach program that reaches and engages all residents of the City of Tracy
 - b. To regularly attend meetings in person or by video conference, including public workshops.
 - c. To facilitate a productive and positive dialogue among fellow members and the public, to consider diverse perspectives, and to work towards collaboration and consensus.
 - d. To consider written reports, memorandums, and technical information to inform the development of a comprehensive General Plan Update.

- e. To formulate and forward advisory recommendations to City staff, and the Planning Commission and/or City Council.
4. The following City Commissions shall nominate one member and one alternate for GPAC membership.
 - a. Planning Commission
 - b. Parks and Community Services Commission
 - c. Environmental Sustainability Commission
 - d. Transportation Advisory Commission
5. Service as a GPAC member shall be concurrent and coterminous with Commissionership. Should a Commission term end for any reason, the GPAC member or alternate shall vacate their position on the GPAC. The affected Commission shall expeditiously nominate a replacement member or alternate to the GPAC.
6. The remaining five (5) GPAC memberships may be filled by any persons residing within the Tracy City limits for the past twenty-four (24) months. Should the City receive insufficient interest and applications from City residents, non-residents residing in the Sphere of Influence may be considered to fill one GPAC membership.
7. Appointed GPAC members from commissions shall serve automatic terms of twenty-four (24) months with optional twelve-month (12) re-appointments. GPAC members appointed at large shall serve terms of twelve (12) months with optional twelve-month (12) re-appointments. Re-appointments shall be considered in the same manner as appointment.
8. Service on the GPAC is voluntary and no stipend is provided.
9. The GPAC shall meet regularly and as needed, as determined by the Director of Community and Economic Development.
10. Alternates may temporarily fill any vacancy through the completion of the term or the appointment of a replacement member. Should a vacancy occur of a commission-nominated membership, the alternate from that commission shall fill the vacancy. A vacancy of an at-large membership may be filled by any commission-nominated alternate.
11. Appointment to the GPAC shall be by majority of the City Council and GPAC members shall serve at the pleasure of the City Council.
12. City staff shall implement a formal application process to ensure transparency, equity and access for the Tracy community. This process shall include the following:
 - a. A uniform application form.
 - b. A requirement that the applicant submit a written response to the following prompts:
 1. *Please describe any experience serving on a volunteer board or committee, organizing community events, or volunteering in your community.*
 2. *Please describe any experience with city planning, transportation, architecture, environmental planning, development, or related law? Examples include serving a planning agency or commission, engaging*

in neighborhood planning or advocacy issues, or working in the development industry.

3. *Please describe how your lived experience, perspective, and/or talents would positively contribute to the City of Tracy's forthcoming General Plan Update process.*

c. A 30-day application period will be held in January of each year, or as soon as possible thereafter. The GPAC is anticipated to be fully appointed and engaged by July 1, 2026. Following the initial appointment, application periods will be open to fill anticipated vacancies. City staff will solicit nominations from each Commission during the initial application period and subsequent periods, as necessary.

13. An ad hoc committee of the City Council may be assembled for the purpose of establishing appointment criteria and processes and for reviewing the applications. The ad hoc committee shall provide a recommendation to the City Council for final appointments.

14. GPAC meetings will be noticed and conducted in accordance with the Brown Act and with the general conventions and rules of order of the City's other commissions. The Director of Community and Economic Development, or designee, shall serve as coordinator and liaison to the GPAC.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 3rd day of February 2026 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:

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

February 3, 2026

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2026, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs.

EXECUTIVE SUMMARY

On June 17, 2025, Council adopted the Fiscal Year (FY) 2025-26 Operating and Capital Budget (FY 2025-26 Budget). This report provides an update of the City's current financial performance, for Second Quarter (Q2), through December 31, 2025. In addition, the report serves as a financial summary identifying Q2 General Fund revenue and expenditure actuals with minor amendments to the FY 2025-26 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 2025-26 Second Quarter (Q2) through December 31, 2025, and requests that the City Council amend revenue and expenditures for the FY 2025-26 Budget to reflect Q2 actuals.

ANALYSIS

As of December 31, 2025, the General Fund expenditures are approximately 46% of the approved operating budget. General Fund revenues collected in Q2 (as of December 31, 2025), reflect approximately 38% 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's 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 December 31, 2025 (Second Quarter-Q2). For comparison, FY 2024-25 Q2 actuals are also provided.

FY 2025-26 General Fund Budget to Actuals

<u>REVENUES</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 25/26</u>	<u>FY 25/26</u>	<u>% of</u>
(in thousands)	<u>Actual Q2</u>	<u>Adopted</u>	<u>Actual Q2</u>	<u>Amended</u>	<u>Budget</u>
Property Tax	\$ 12,069	\$ 35,879	\$ 11,034	\$ 35,879	31%
Sales Tax (1)	43,867	82,525	29,442	82,525	36%
Sales Tax Measure V	6,067	11,908	3,957	11,908	33%
Other Taxes	2,726	6,937	4,806	6,937	69%
Other Revenues	14,478	23,789	11,730	24,118	49%
Total Revenues	\$ 79,207	\$ 161,038	\$ 60,969	\$ 161,367	38%

EXPENDITURES

(in thousands)

Personnel	\$ 31,341	\$ 71,718	\$ 36,712	\$ 71,718	51%
Contracted Services	16,898	34,438	19,106	35,369	54%
Supplies & Equipment	1,029	3,019	1,131	3,253	35%
Utilities	1,468	3,299	1,850	3,279	56%
Internal Service Charges	7,307	17,164	8,326	17,164	49%
Capital	200	134	152	190	80%
Other Payments	243	669	89	676	13%
Net Transfers In/(Out)	4,554	15,280	651	15,780	4%
Total Expenditures	\$ 63,040	\$ 145,721	\$ 68,017	\$ 147,429	46%

(1) Sales Tax - As of mid-year, sales tax revenues have trended higher than the estimates included in the original budget adopted at the beginning of the fiscal year. With four months of revenue data now available, it is projected that the city will realize an additional \$4 million (m) in sales tax revenue over the course of the fiscal year.

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 December 31, 2025 (Second Quarter-Q2). For comparison, FY 2025-26 Q2 actuals are also provided.

<u>REVENUES</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 25/26</u>	<u>FY 25/26</u>	<u>% of</u>
(in thousands)	<u>Actual Q2</u>	<u>Adopted</u>	<u>Actual Q2</u>	<u>Amended</u>	<u>Budget</u>
Business License Tax	\$ 1,649	\$ 3,800	\$ 3,873	\$ 3,800	102%
Cannabis Tax	553	1,137	492	1,137	43%
Transient Lodging Tax	525	2,000	440	2,000	22%
	\$ 2,727	\$ 6,937	\$ 4,805	\$ 6,937	69%

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 December 31, 2025 (Second Quarter-Q2). For comparison, FY 2024-25 Q2 actuals are also provided.

<u>REVENUES</u> (in thousands)	<u>FY 24/25</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Adopted</u>	<u>FY 25/26</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Amended</u>	<u>% of</u> <u>Budget</u>
Charges for Services	\$ 7,222	\$ 12,128	\$ 5,845	\$ 12,128	48%
Contributions	282	-	221	-	0%
Fines and Forfeitures	89	169	134	169	79%
Licenses and permits	1,555	5,195	1,687	5,195	32%
Other Revenues	96	295	168	295	57%
Revenues From Other Agencies	1,179	2,002	420	2,331	18%
Use of Money (1)	4,056	4,000	3,256	6,000	54%
	\$ 14,479	\$ 23,789	\$ 11,731	\$ 26,118	45%

(1) Use of Money – As the city has increased investments and a favorable market, interest earnings have been increasing. As of mid-year, the city has already received \$3.5m and is on track to receive an additional \$2m. (The actuals at Q2 are not reflective of the revenues that will remain with general fund, as there are pending allocations to other funds).

FY 2025-26 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

<u>REVENUES</u> (in thousands)	<u>FY 24/25</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Adopted</u>	<u>FY 25/26</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Amended</u>	<u>% of</u> <u>Budget</u>
Charges for Services	\$ 12,082	\$ 23,258	\$ 11,345	\$ 23,258	49%
Other Revenues	1,266	1,500	790	1,500	53%
Total Revenues	\$ 13,348	\$ 24,758	\$ 12,135	\$ 24,758	49%
<u>EXPENSES</u>					
Personnel	\$ 2,959	\$ 7,435	\$ 2,933	\$ 7,750	38%
Contracted Services	2,378	7,549	2,805	8,172	34%
Supplies & Equipment	706	2,448	1,079	2,248	48%
Internal Service Charges	821	2,232	1,044	2,232	47%
Indirect Costs	740	949	474	949	50%
Utilities	1,455	3,084	1,309	3,092	42%
Capital	190	106	173	1,072	16%
Debt	629	1,258	629	1,258	50%
Other Payments	800	1,646	821	1,646	50%
Total Expenses	\$ 10,678	\$ 26,707	\$ 11,267	\$ 28,419	40%

Wastewater Enterprise Operating Fund

<u>REVENUES</u> (in thousands)	<u>FY 24/25</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Adopted</u>	<u>FY 25/26</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Amended</u>	<u>% of</u> <u>Budget</u>
Charges for Services	\$ 11,924	\$ 27,838	\$ 13,107	\$ 27,838	47%
Other Revenues	924	700	688	700	98%
Total Revenues	\$ 12,848	\$ 28,538	\$ 13,795	\$ 28,538	48%
<u>EXPENSES</u>					
Personnel	\$ 3,322	\$ 7,864	\$ 3,015	\$ 8,106	37%
Contracted Services	900	1,824	1,106	2,638	42%
Supplies & Equipment	1,022	3,598	1,232	3,411	36%
Internal Service Charges	437	1,106	491	1,106	44%
Indirect Costs	524	824	412	824	50%
Utilities	1,238	2,797	1,292	2,804	46%
Capital	32	127	60	293	20%
Other Payments	2,174	3,320	717	3,320	22%
Total Expenses	\$ 9,649	\$ 21,460	\$ 8,325	\$ 22,502	37%

Storm Drain Enterprise Operating Fund

<u>REVENUES</u> (in thousands)	<u>FY 24/25</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Adopted</u>	<u>FY 25/26</u> <u>Actual Q2</u>	<u>FY 25/26</u> <u>Amended</u>	<u>% of</u> <u>Budget</u>
Charges for Services	\$ 391	\$ 849	\$ 368	\$ 849	43%
Other Revenues	28	10	51	10	510%
Total Revenues	\$ 419	\$ 859	\$ 419	\$ 859	49%
<u>EXPENSES</u>					
Personnel	\$ 150	\$ 281	\$ 107	\$ 281	38%
Contracted Services	58	279	69	279	25%
Supplies & Equipment	-	14	5	14	36%
Internal Service Charges	17	43	21	43	49%
Indirect Costs	16	28	14	28	50%
Utilities	10	45	20	45	44%
Capital	-	-	-	-	0%
Other Payments	11	16	15	16	97%
Total Expenses	\$ 262	\$ 706	\$ 251	\$ 706	36%

FY 2025-26 First Quarter (Q2) Operating Budget Augmentations

The following table is a summary of all recommended Q2 budget augmentations for FY 2025-26. They are listed by department, with General and Non-General funds 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	Supplies & Equipment		830,000	600,000	230,000
City Wide	Personnel	1,863,153	1,627,933		3,491,086
Innovation & Technology	Supplies & Equipment		173,272	159,502	13,770
Non-Departmental*	Sales Tax & Other Revenues	(6,000,000)			(6,000,000)
Parks, Recreation & Community Services	Contract Services, Supplies & Equipment	1,458,500			1,458,500
Police Department	Contract Services	377,500		90,000	287,500
Public Works	Contract Services, Supplies & Equipment & Capital	544,850	8,398,251	452,500	8,490,601

Total: (1,755,997) 11,029,456 702,002 8,571,457

**Revenue increases in the general fund offset the increases requested by the general fund.*

Non-Departmental Augmentations (Revenue)

- Sales Tax
 - As of mid-year, sales tax revenues have trended higher than the estimates included in the original budget adopted at the beginning of the fiscal year. With four months of revenue data now available, it is projected that the city will realize an additional \$4 million (m) in sales tax revenue over the course of the fiscal year.

- Use of Money
 - As the city has increased investments and a favorable market, interest earnings have been increasing. As of mid-year, the city has already received \$3.5m and is on track to receive an additional \$2m. (The actuals at Q2 are not reflective of the revenues that will remain with general fund, as there are pending allocations to other funds).

Division	Description	Funding Source	On Going	One Time
General Fund Revenues	Sales Tax Revenue	General Fund		4,000,000
General Fund Revenues	Use of Money - Interest Earnings	General Fund		2,000,000
Total:			-	6,000,000

Citywide Personnel Augmentation

- At the time of Budget adoption, the City was still in ongoing negotiations with all bargaining groups. For budgeting purposes, a 2.7% increase—based on the Bay Area Consumer Price Index’s 12-month change for 2025—was applied. This augmentation is to account for the one-time lump sum payments as outlined in each bargaining agreement.
- On November 1 of each year, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December. This augmentation is to account for this other portion of lump sum payments as outlined in each bargaining agreement.

Division	Description	Funding Source	On Going	One Time
City Wide	One-Time Lump Sum	General Fund		1,337,738
City Wide	One-Time Lump Sum	Other Fund*		1,246,539
City Wide	Vacation - Lump Sum	General Fund		531,655
City Wide	Vacation - Lump Sum	Other Fund*		260,527
Total:			-	3,376,460

*A detailed list has been provided as attachment (A) to the staff report.

Department Augmentation Requests

- Community & Economic Development
 - The Land Development Division is requesting an on-going increase to professional services for consultant costs recovered through fees and a one-time increase for professional services for the Storm Drain Master Plan.

Division	Description	Funding Source	On Going	One Time
Land Development	Increase to Professional Services	Engineering Fees	600,000	
Land Development	Increase to Professional Services	Program Management		230,000

Total: 600,000 230,000

- Innovation & Technology
 - The department is requesting ongoing and one-time funding for increased purchases of computer equipment and software expenses.

Division	Description	Funding Source	On Going	One Time
Innovation & Technology	Contract Services, Supplies & Equipment	Central Service	159,502	13,770

Total: 159,502 13,770

- Parks, Recreation & Community Services
 - The Homeless Services division is requesting one-time funding for contract services, supplies, and utilities for the anticipated increase for shelter operations.
 - Parks Maintenance is requesting one-time funding for contract services to address multiple parks in the city to replenish the engineered wood fiber around the playground equipment, sport court resurfacing and maintenance along the arterials.
- Police Department
 - The Chief's office is requesting one-time funding for the replacement of an uninterruptable power supply (UPS) in the Dispatch area.
 - The Services division is requesting ongoing funding for the increase in the Motorola Service maintenance agreement.
 - Animal Services is requesting one-time funding for the purchase of a new truck to support shelter operations.

Division	Description	Funding Source	On Going	One Time
Chief's Office	Supplies & Equipment	General Fund		125,000
Services	Contract Services	General Fund	90,000	
Operations-Animal Services	Capital	General Fund		162,500

Total: 90,000 287,500

- Public Works
 - Administration is requesting one-time fund for the Solid waste service contracts for Garbage and Recycling collection and requesting on-going funding for reporting requirements, training, and customer portal.
 - The Engineering division is requesting one time funding for equipment replacement, support for Traffic Engineering and construction management.
 - The Internal Services division is requesting one-time funding for:
 - Equipment and vehicle replacements from FY2023/24 and FY2024/25 that did not roll forward in their budget, along with a few vehicles that need to be replaced earlier than scheduled.
 - To account for the increase in purchases for street light poles, fiber optic repair tools and training, and services for emergency electrical traffic signals and streetlights.
 - To replace gates and controllers at Boyd Service Center, Accordion door at Joe Wilson Pool and for the security and fire alarm monitoring contract for system upgrades.
 - The Internal Services division is requesting ongoing funding for:
 - The increase in the security and fire alarm monitoring contract.
 - For on-call garage doors and gates contract services.
 - The Streets Maintenance division is requesting one-time funding for the purchase of (2) mobile light towers and (2) mobile message boards.
 - The Utility Line Maintenance division is requesting on-going funding for additional supplies to address water main breaks, and one-time funding for the Excavator purchase, and water/sewer leak mapping.
 - The Utility Maintenance division is requesting one time funding for Well repairs, additional supplies for testing, and on-going funding for services for testing Water and Wastewater, chemicals and valve replacements.
 - The Wastewater Plant Operations division is requesting one-time funding for testing, permits and services for basing and pond cleaning.

- The Water Plant Operations division is requesting one-time funding to replace filters at the water plant

Division	Description	Funding Source	On Going	One Time
Administration	Contract Services	Solid Waste		3,000,000
Administration	Contract Services	Water Fund	95,000	
Engineering	Contract Services, Supplies & Equipment	Engineering Fees		378,575
Internal Maintenance	Contract Services, Supplies & Equipment	Building Maintenance	180,000	301,000
Internal Maintenance	Capital	Equipment & Vehicle Replacement		2,339,176
Internal Maintenance	Contract Services, Supplies & Equipment	General Fund		445,000
Streets Maintenance	Supplies & Equipment	General Fund		99,850
Utility Line Maintenance	Contract Services & Capital	Water Fund	60,000	161,000
Utility Line Maintenance	Contract Services & Capital	Wastewater Fund		161,000
Utility Maintenance	Contract Services, Supplies & Equipment, & Capital	Water Fund	97,500	385,000
Utility Maintenance	Contract Services, Supplies & Equipment	Wastewater Fund	20,000	65,000
Wastewater Plant Operations	Contract Services	Wastewater Fund		555,000
Wastewater Plant Operations	Contract Services	Water Fund		600,000

Total: 452,500 8,490,601

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 December 31, 2025 (Second Quarter Q2). Staff is recommending amendments to the City Operating and Capital Budget for FY 2025-26. The FY 2025-26 proposed budget appropriations of \$4.2 million(m) of expenses along with \$6m increase in revenues creating an overall net increase in revenues of \$1.8m in the General Fund and \$11m from other funds.

**SUMMARY OF NEW BUDGET AUGMENTATIONS
 FOR (Q2) FY 2025-26**

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Supplies & Equipment		830,000	600,000	230,000
City Wide	Personnel	1,863,153	1,627,933		3,491,086
Innovation & Technology	Supplies & Equipment		173,272	159,502	13,770
Non-Departmental*	Sales Tax & Other Revenues	(6,000,000)			(6,000,000)
Parks, Recreation & Community Services	Contract Services, Supplies & Equipment	1,458,500			1,458,500
Police Department	Contract Services	377,500		90,000	287,500
Public Works	Contract Services, Supplies & Equipment & Capital	544,850	8,398,251	452,500	8,490,601

Total: (1,755,997) 11,029,456 702,002 8,571,457

**Revenue increases in the general fund offset the increases requested by the general fund.*

STRATEGIC PLAN

This agenda item supports the City's Government Accountability Priority, with Goal 2: Maintain Fiscal Responsibility.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2026 to reflect actual expenses and revenues and requested augmentations to fund various departmental needs.

Prepared by: Felicia Galindo, Budget Officer

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A: FY2025-26 Quarter 2 Budget Augmentations

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
City Wide	Lump Sum Payments	Personnel	General Fund	\$ 1,870,844		\$ 1,870,844
City Wide	Lump Sum Payments	Personnel	Airport	\$ 38,405		\$ 38,405
City Wide	Lump Sum Payments	Personnel	Building Fees	\$ 143,937		\$ 143,937
City Wide	Lump Sum Payments	Personnel	Engineering Fees	\$ 208,516		\$ 208,516
City Wide	Lump Sum Payments	Personnel	Gas Tax	\$ 75,255		\$ 75,255
City Wide	Lump Sum Payments	Personnel	Internal Service	\$ 253,689		\$ 253,689
City Wide	Lump Sum Payments	Personnel	Landscape Maintenance	\$ 29,746		\$ 29,746
City Wide	Lump Sum Payments	Personnel	Planning Fees	\$ 84,114		\$ 84,114
City Wide	Lump Sum Payments	Personnel	Program Management	\$ 9,049		\$ 9,049
City Wide	Lump Sum Payments	Personnel	Solid Waste	\$ 72,658		\$ 72,658
City Wide	Lump Sum Payments	Personnel	Transit	\$ 33,348		\$ 33,348
City Wide	Lump Sum Payments	Personnel	Wastewater Operating	\$ 242,637		\$ 242,637
City Wide	Lump Sum Payments	Personnel	Water Operating	\$ 314,262		\$ 314,262
Community & Economic Development	Increase to Professional Services	Contract Services	Engineering Fees	\$ 600,000	\$ 600,000	
Community & Economic Development	Increase to Professional Services	Contract Services	Program Management	\$ 230,000		\$ 230,000
Innovation & Technology	Computer Equipment	Supplies & Equipment	Central Services (IT)	\$ 87,502	\$ 87,502	
Innovation & Technology	Granicus Website Enhancement	Contract Services	Central Services (IT)	\$ 37,000	\$ 37,000	
Innovation & Technology	Granicus Website Enhancement	Contract Services	Central Services (IT)	\$ 13,770		\$ 13,770
Innovation & Technology	CJIS Security Policy Compliance Tool	Contract Services	Central Services (IT)	\$ 35,000	\$ 35,000	
Non-Departmental	Sales Tax Revenue	Sales Tax	General Fund	\$ (4,000,000)		\$ (4,000,000)
Non-Departmental	Use of Money - Interest Earnings	Other Revenues	General Fund	\$ (2,000,000)		\$ (2,000,000)
Parks, Recreation & Community Services	Additional funds needed for Operator Contract	Contract Services	General Fund	\$ 1,148,000		\$ 1,148,000
Parks, Recreation & Community Services	Additional operational supplies needed for Sprung Structure	Supplies & Equipment	General Fund	\$ 33,000		\$ 33,000
Parks, Recreation & Community Services	Increased usage Power/Disposal	Utilities	General Fund	\$ 92,000		\$ 92,000
Parks, Recreation & Community Services	Replenish Engineered Wood Fiber (EWF) at Fabian Park (LMD Zone 8)	Contract Services	General Fund	\$ 1,000		\$ 1,000
Parks, Recreation & Community Services	Replenish EWF General Fund Parks	Contract Services	General Fund	\$ 70,000		\$ 70,000
Parks, Recreation & Community Services	Replenish EWF at Kimball, Fitzpatrick, Westside Pioneer, Evelyn Costa, Dorothy Evans, Tracy Press,& Sister Cities (LMD Zone 9)	Contract Services	General Fund	\$ 6,000		\$ 6,000
Parks, Recreation & Community Services	Sport Court Resurfacing Fabian Park (LMD Zone 8)	Contract Services	General Fund	\$ 20,500		\$ 20,500
Parks, Recreation & Community Services	Sport Court Resurfacing Valley Oak Park (LMD Zone 9)	Contract Services	General Fund	\$ 13,000		\$ 13,000

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
Parks, Recreation & Community Services	Increase in contract for Arterials	Contract Services	General Fund	\$ 75,000		\$ 75,000
Police Department	UPS Upgrade (I.T.)	Supplies & Equipment	General Fund	\$ 125,000		\$ 125,000
Police Department	Motorola Service Agreement	Contract Services	General Fund	\$ 90,000	\$ 90,000	
Police Department	Vehicle - Animal Services Truck	Capital	General Fund	\$ 162,500		\$ 162,500
Public Works	2025 LeeBoy 8520 Electric Paver	Capital	Equipment Replacement	\$ 431,000		\$ 431,000
Public Works	2025 Hamm HD12VV Electric Roller	Capital	Equipment Replacement	\$ 143,000		\$ 143,000
Public Works	2025 Hyundai Tucson Hybrid	Capital	Vehicle Replacement	\$ 64,000		\$ 64,000
Public Works	Replacement Waste Oil Tank	Capital	Equipment Replacement	\$ 4,500		\$ 4,500
Public Works	Replacement Dragger Rake (Parks)	Capital	Equipment Replacement	\$ 43,000		\$ 43,000
Public Works	Increase for Street Light Poles & Traffic Controllers	Supplies & Equipment	General Fund	\$ 150,000		\$ 150,000
Public Works	Timing conversion for Controllers	Contract Services	General Fund	\$ 5,000		\$ 5,000
Public Works	Fiber Optic Repair & Testing Tools	Supplies & Equipment	General Fund	\$ 60,000		\$ 60,000
Public Works	Fiber Optic Training (April 2026)	Contract Services	General Fund	\$ 30,000		\$ 30,000
Public Works	Replacement gates and controllers for BSC	Supplies & Equipment	Building Maintenance	\$ 120,000		\$ 120,000
Public Works	Replacement for accordian door at Joe Wilson Pool	Supplies & Equipment	Building Maintenance	\$ 21,000		\$ 21,000
Public Works	Emergency Electrical Traffic signal and Street light	Contract Services	General Fund	\$ 200,000		\$ 200,000
Public Works	Security and Fire alarm monitoring contract	Contract Services	Building Maintenance	\$ 80,000	\$ 80,000	
Public Works	Security and Fire alarm monitoring contract	Contract Services	Building Maintenance	\$ 160,000		\$ 160,000
Public Works	On call garage doors and gates contract	Contract Services	Building Maintenance	\$ 100,000	\$ 100,000	
Public Works	FY25 Equipment Balance	Capital	Equipment Replacement	\$ 643,209		\$ 643,209
Public Works	FY25 Vehicle Balance	Capital	Vehicle Replacement	\$ 593,296		\$ 593,296
Public Works	FY24 Equipment Balance	Capital	Equipment Replacement	\$ 212,899		\$ 212,899
Public Works	FY24 Vehicle Balance	Capital	Vehicle Replacement	\$ 204,272		\$ 204,272
Public Works	2- Mobile Light Towers	Supplies & Equipment	General Fund	\$ 55,950		\$ 55,950
Public Works	2- Mobile Message Boards	Supplies & Equipment	General Fund	\$ 43,900		\$ 43,900
Public Works	Increase for TD Monthly Garbage Collection	Contract Services	Solid Waste	\$ 2,000,000		\$ 2,000,000
Public Works	Increase for TD Monthly Recycling Collection	Contract Services	Solid Waste	\$ 1,000,000		\$ 1,000,000
Public Works	Underdrain order for Filters 1, 2, & 3	Capital	Water Fund	\$ 600,000		\$ 600,000
Public Works	Well Repair	Contract Services	Water Fund	\$ 250,000		\$ 250,000
Public Works	Filter Valve Replacement	Capital	Water Fund	\$ 75,000	\$ 75,000	
Public Works	Chemicals	Supplies & Equipment	Water Fund	\$ 12,500	\$ 12,500	
Public Works	Fund Replenishment due to Well Repair and Supplies	Contract Services	Water Fund	\$ 125,000		\$ 125,000

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
Public Works	Nitrite-Spectrophotometer-Testing Device	Supplies & Equipment	Water Fund	\$ 10,000		\$ 10,000
Public Works	Biochemical Oxygen Demand (BOD) System Upgrade - Testing Device	Supplies & Equipment	Wastewater Fund	\$ 65,000		\$ 65,000
Public Works	Water Testing Services	Contract Services	Water Fund	\$ 10,000	\$ 10,000	
Public Works	Wastewater Testing Services	Contract Services	Wastewater Fund	\$ 20,000	\$ 20,000	
Public Works	Excavator Purchase	Capital	Water Fund	\$ 61,000		\$ 61,000
Public Works	Excavator Purchase	Capital	Wastewater Fund	\$ 61,000		\$ 61,000
Public Works	Supplies - water main breaks	Supplies & Equipment	Water Fund	\$ 60,000	\$ 60,000	
Public Works	Water Leak Mapping	Contract Services	Water Fund	\$ 100,000		\$ 100,000
Public Works	Sewer Leak Mapping	Contract Services	Wastewater Fund	\$ 100,000		\$ 100,000
Public Works	Additional State Reporting Requirement	Contract Services	Water Fund	\$ 20,000	\$ 20,000	
Public Works	Additional Staff Training & Certs	Contract Services	Water Fund	\$ 5,000	\$ 5,000	
Public Works	Customer Portal	Contract Services	Water Fund	\$ 70,000	\$ 70,000	
Public Works	Arbor Road Pond 1 Clean Up	Contract Services	Wastewater Fund	\$ 90,000		\$ 90,000
Public Works	Recycled Water Contact Basins 5 & 6 Cleaning	Contract Services	Wastewater Fund	\$ 175,000		\$ 175,000
Public Works	Chronic Toxicity Test	Contract Services	Wastewater Fund	\$ 165,000		\$ 165,000
Public Works	WDR Permit Renewal	Contract Services	Wastewater Fund	\$ 125,000		\$ 125,000
Public Works	Equipment Replacement	Supplies & Equipment	Engineering Fees	\$ 23,575		\$ 23,575
Public Works	Traffic Engineering Services	Contract Services	Engineering Fees	\$ 50,000		\$ 50,000
Public Works	Traffic Safety Grant Support	Contract Services	Engineering Fees	\$ 125,000		\$ 125,000
Public Works	Construction Management Support	Contract Services	Engineering Fees	\$ 180,000		\$ 180,000

General Fund	\$ (1,748,306)	\$ 90,000	\$ (1,838,306)
Other Funds	\$ 10,907,139	\$ 1,212,002	\$ 9,695,137

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AMENDING THE CITY'S OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR (FY) ENDING JUNE 30, 2026 TO REFLECT ACTUAL EXPENSES AND REVENUES AND REQUESTED AUGMENTATIONS TO FUND VARIOUS DEPARTMENTAL NEEDS.

WHEREAS, the City Council, on June 17, 2025, adopted the Fiscal Year (FY) 2025-26 Operating and Capital Budget (FY 2025-26 Budget) for the City of Tracy (City); and

WHEREAS, based upon a review of revenues and expenditures for the first quarter of the fiscal year, staff has prepared and proposed additional amendments to the FY 2025-26 Budget, which are reflected in the Amended FY 2025-26 Budget (Exhibit 1); and

WHEREAS, the proposed appropriations for the second quarter (Q2) of FY2025-26 total \$4.2 million in expenditures and \$6 million in revenues for the general fund and \$11 million from other funds as reflected in Q2 augmentations (Exhibit 2); and

WHEREAS, the Parks, Recreations & Community Services Parks Maintenance Division will be getting a one-time funding for contract services and supplies for plant replacement and tree trimming, 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 2025-26 as evidenced by the FY2025-26 Revised General Fund Budget reflected in Exhibit 1 and including the above requested augmentations.

* * * * *

Resolution _____

Page 2

The foregoing Resolution 2026-_____ was adopted by the City Council on the 3rd of February, 2026 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

Exhibits:

Exhibit 1 – Amended Budget
Exhibit 2 – Q2 Augmentations

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Supplies & Equipment		830,000	600,000	230,000
City Wide	Personnel	1,863,153	1,627,933		3,491,086
Innovation & Technology	Supplies & Equipment		173,272	159,502	13,770
Non-Departmental	Sales Tax & Other Revenues	(6,000,000)			(6,000,000)
Parks, Recreation & Community Services	Contract Services, Supplies & Equipment	1,458,500			1,458,500
Police Department	Contract Services	377,500		90,000	287,500
Public Works	Contract Services, Supplies & Equipment & Capital	544,850	8,398,251	452,500	8,490,601

Total: (1,755,997) 11,029,456 702,002 8,571,457

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
City Wide	Lump Sum Payments	Personnel	General Fund	\$ 1,870,844		\$ 1,870,844
City Wide	Lump Sum Payments	Personnel	Airport	\$ 38,405		\$ 38,405
City Wide	Lump Sum Payments	Personnel	Building Fees	\$ 143,937		\$ 143,937
City Wide	Lump Sum Payments	Personnel	Engineering Fees	\$ 208,516		\$ 208,516
City Wide	Lump Sum Payments	Personnel	Gas Tax	\$ 75,255		\$ 75,255
City Wide	Lump Sum Payments	Personnel	Internal Service	\$ 253,689		\$ 253,689
City Wide	Lump Sum Payments	Personnel	Landscape Maintenance	\$ 29,746		\$ 29,746
City Wide	Lump Sum Payments	Personnel	Planning Fees	\$ 84,114		\$ 84,114
City Wide	Lump Sum Payments	Personnel	Program Management	\$ 9,049		\$ 9,049
City Wide	Lump Sum Payments	Personnel	Solid Waste	\$ 72,658		\$ 72,658
City Wide	Lump Sum Payments	Personnel	Transit	\$ 33,348		\$ 33,348
City Wide	Lump Sum Payments	Personnel	Wastewater Operating	\$ 242,637		\$ 242,637
City Wide	Lump Sum Payments	Personnel	Water Operating	\$ 314,262		\$ 314,262
Community & Economic Development	Increase to Professional Services	Contract Services	Engineering Fees	\$ 600,000	\$ 600,000	
Community & Economic Development	Increase to Professional Services	Contract Services	Program Management	\$ 230,000		\$ 230,000
Innovation & Technology	Computer Equipment	Supplies & Equipment	Central Services (IT)	\$ 87,502	\$ 87,502	
Innovation & Technology	Granicus Website Enhancement	Contract Services	Central Services (IT)	\$ 37,000	\$ 37,000	
Innovation & Technology	Granicus Website Enhancement	Contract Services	Central Services (IT)	\$ 13,770		\$ 13,770
Innovation & Technology	CJIS Security Policy Compliance Tool	Contract Services	Central Services (IT)	\$ 35,000	\$ 35,000	
Non-Departmental	Sales Tax Revenue	Sales Tax	General Fund	\$ (4,000,000)		\$ (4,000,000)
Non-Departmental	Use of Money - Interest Earnings	Other Revenues	General Fund	\$ (2,000,000)		\$ (2,000,000)
Parks, Recreation & Community Services	Additional funds needed for Operator Contract	Contract Services	General Fund	\$ 1,148,000		\$ 1,148,000
Parks, Recreation & Community Services	Additional operational supplies needed for Sprung Structure	Supplies & Equipment	General Fund	\$ 33,000		\$ 33,000
Parks, Recreation & Community Services	Increased usage Power/Disposal	Utilities	General Fund	\$ 92,000		\$ 92,000
Parks, Recreation & Community Services	Replenish Engineered Wood Fiber (EWF) at Fabian Park (LMD Zone 8)	Contract Services	General Fund	\$ 1,000		\$ 1,000
Parks, Recreation & Community Services	Replenish EWF General Fund Parks	Contract Services	General Fund	\$ 70,000		\$ 70,000
Parks, Recreation & Community Services	Replenish EWF at Kimball, Fitzpatrick, Westside Pioneer, Evelyn Costa, Dorothy Evans, Tracy Press,& Sister Cities (LMD Zone 9)	Contract Services	General Fund	\$ 6,000		\$ 6,000
Parks, Recreation & Community Services	Sport Court Resurfacing Fabian Park (LMD Zone 8)	Contract Services	General Fund	\$ 20,500		\$ 20,500
Parks, Recreation & Community Services	Sport Court Resurfacing Valley Oak Park (LMD Zone 9)	Contract Services	General Fund	\$ 13,000		\$ 13,000

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
Parks, Recreation & Community Services	Increase in contract for Arterials	Contract Services	General Fund	\$ 75,000		\$ 75,000
Police Department	UPS Upgrade (I.T.)	Supplies & Equipment	General Fund	\$ 125,000		\$ 125,000
Police Department	Motorola Service Agreement	Contract Services	General Fund	\$ 90,000	\$ 90,000	
Police Department	Vehicle - Animal Services Truck	Capital	General Fund	\$ 162,500		\$ 162,500
Public Works	2025 LeeBoy 8520 Electric Paver	Capital	Equipment Replacement	\$ 431,000		\$ 431,000
Public Works	2025 Hamm HD12VV Electric Roller	Capital	Equipment Replacement	\$ 143,000		\$ 143,000
Public Works	2025 Hyundai Tucson Hybrid	Capital	Vehicle Replacement	\$ 64,000		\$ 64,000
Public Works	Replacement Waste Oil Tank	Capital	Equipment Replacement	\$ 4,500		\$ 4,500
Public Works	Replacement Dragger Rake (Parks)	Capital	Equipment Replacement	\$ 43,000		\$ 43,000
Public Works	Increase for Street Light Poles & Traffic Controllers	Supplies & Equipment	General Fund	\$ 150,000		\$ 150,000
Public Works	Timing conversion for Controllers	Contract Services	General Fund	\$ 5,000		\$ 5,000
Public Works	Fiber Optic Repair & Testing Tools	Supplies & Equipment	General Fund	\$ 60,000		\$ 60,000
Public Works	Fiber Optic Training (April 2026)	Contract Services	General Fund	\$ 30,000		\$ 30,000
Public Works	Replacement gates and controllers for BSC	Supplies & Equipment	Building Maintenance	\$ 120,000		\$ 120,000
Public Works	Replacement for accordian door at Joe Wilson Pool	Supplies & Equipment	Building Maintenance	\$ 21,000		\$ 21,000
Public Works	Emergency Electrical Traffic signal and Street light	Contract Services	General Fund	\$ 200,000		\$ 200,000
Public Works	Security and Fire alarm monitoring contract	Contract Services	Building Maintenance	\$ 80,000	\$ 80,000	
Public Works	Security and Fire alarm monitoring contract	Contract Services	Building Maintenance	\$ 160,000		\$ 160,000
Public Works	On call garage doors and gates contract	Contract Services	Building Maintenance	\$ 100,000	\$ 100,000	
Public Works	FY25 Equipment Balance	Capital	Equipment Replacement	\$ 643,209		\$ 643,209
Public Works	FY25 Vehicle Balance	Capital	Vehicle Replacement	\$ 593,296		\$ 593,296
Public Works	FY24 Equipment Balance	Capital	Equipment Replacement	\$ 212,899		\$ 212,899
Public Works	FY24 Vehicle Balance	Capital	Vehicle Replacement	\$ 204,272		\$ 204,272
Public Works	2- Mobile Light Towers	Supplies & Equipment	General Fund	\$ 55,950		\$ 55,950
Public Works	2- Mobile Message Boards	Supplies & Equipment	General Fund	\$ 43,900		\$ 43,900
Public Works	Increase for TD Monthly Garbage Collection	Contract Services	Solid Waste	\$ 2,000,000		\$ 2,000,000
Public Works	Increase for TD Monthly Recycling Collection	Contract Services	Solid Waste	\$ 1,000,000		\$ 1,000,000
Public Works	Underdrain order for Filters 1, 2, & 3	Capital	Water Fund	\$ 600,000		\$ 600,000
Public Works	Well Repair	Contract Services	Water Fund	\$ 250,000		\$ 250,000
Public Works	Filter Valve Replacement	Capital	Water Fund	\$ 75,000	\$ 75,000	
Public Works	Chemicals	Supplies & Equipment	Water Fund	\$ 12,500	\$ 12,500	
Public Works	Fund Replenishment due to Well Repair and Supplies	Contract Services	Water Fund	\$ 125,000		\$ 125,000

Department	Augmentation Title	TYPE	Fund	Total Cost	On-Going	One Time
Public Works	Nitrite-Spectrophotometer-Testing Device	Supplies & Equipment	Water Fund	\$ 10,000		\$ 10,000
Public Works	Biochemical Oxygen Demand (BOD) System Upgrade - Testing Device	Supplies & Equipment	Wastewater Fund	\$ 65,000		\$ 65,000
Public Works	Water Testing Services	Contract Services	Water Fund	\$ 10,000	\$ 10,000	
Public Works	Wastewater Testing Services	Contract Services	Wastewater Fund	\$ 20,000	\$ 20,000	
Public Works	Excavator Purchase	Capital	Water Fund	\$ 61,000		\$ 61,000
Public Works	Excavator Purchase	Capital	Wastewater Fund	\$ 61,000		\$ 61,000
Public Works	Supplies - water main breaks	Supplies & Equipment	Water Fund	\$ 60,000	\$ 60,000	
Public Works	Water Leak Mapping	Contract Services	Water Fund	\$ 100,000		\$ 100,000
Public Works	Sewer Leak Mapping	Contract Services	Wastewater Fund	\$ 100,000		\$ 100,000
Public Works	Additional State Reporting Requirement	Contract Services	Water Fund	\$ 20,000	\$ 20,000	
Public Works	Additional Staff Training & Certs	Contract Services	Water Fund	\$ 5,000	\$ 5,000	
Public Works	Customer Portal	Contract Services	Water Fund	\$ 70,000	\$ 70,000	
Public Works	Arbor Road Pond 1 Clean Up	Contract Services	Wastewater Fund	\$ 90,000		\$ 90,000
Public Works	Recycled Water Contact Basins 5 & 6 Cleaning	Contract Services	Wastewater Fund	\$ 175,000		\$ 175,000
Public Works	Chronic Toxicity Test	Contract Services	Wastewater Fund	\$ 165,000		\$ 165,000
Public Works	WDR Permit Renewal	Contract Services	Wastewater Fund	\$ 125,000		\$ 125,000
Public Works	Equipment Replacement	Supplies & Equipment	Engineering Fees	\$ 23,575		\$ 23,575
Public Works	Traffic Engineering Services	Contract Services	Engineering Fees	\$ 50,000		\$ 50,000
Public Works	Traffic Safety Grant Support	Contract Services	Engineering Fees	\$ 125,000		\$ 125,000
Public Works	Construction Management Support	Contract Services	Engineering Fees	\$ 180,000		\$ 180,000
General Fund				\$ (1,748,306)	\$ 90,000	\$ (1,838,306)
Other Funds				\$ 10,907,139	\$ 1,212,002	\$ 9,695,137

Agenda Item 1.F

RECOMMENDATION

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 Capital Parks Drive, Hansen Road, and a Future Private Road, (2) authorizing the City Clerk to approve land conveyance documents, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This agenda item seeks approval of an Offsite Improvement Agreement (OIA) (Attachment B) for the construction of offsite improvements by Prologis, L.P. (Developer). Construction of these improvements is required as part of the Conditions of Approval (COAs) for International Park of Commerce Building 11, within the Cordes Ranch Specific Plan. The offsite improvements include construction of roadway, utility, landscaping, irrigation, traffic signal, signing and striping, and other associated improvements on Capital Parks Drive, Hansen Road, and a future private road. See Attachment A for Vicinity Map.

Staff is also seeking acceptance of various land dedications from the Developer and a third-party landowner, all of which are necessary to accommodate the improvements required under the OIA. All dedications are being made by the Developer to the City. See Attachment C thru Attachment H for land conveyance documents.

BACKGROUND AND LEGISLATIVE HISTORY

On September 17, 2013, the City and the Developer entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP.

On July 14, 2021, Planning Commission approved Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 by Resolution No. 2021-012 (Tentative Map).

Since the approval of the DA and CRSP, the Developer has been submitting, and the City has been approving, various buildings by Development Review Permits (DRPs) via Title 10 of the municipal code, which allows for the approval of a DRP by a reviewing body, following a comprehensive environmental, public infrastructure, site, and architectural plan review prior to the issuance of a building permit.

On August 28, 2025, the Community and Economic Development Director approved the

DRP for IPC Building 11 (D25-0012) (Project). The COAs for the Project require the Developer to construct certain roadway and utility improvements on Capital Parks Drive, Hansen Road, and a future private road which include, amongst other things, roadway, utility, landscaping, irrigation, traffic signal, signing, striping, and other associated improvements (Improvements). Said Improvements are the subject of the OIA.

The DA and COAs require that the Developer to dedicate applicable easements and right-of-way to the City for any proposed improvements. Currently, the Developer does not own all of the land where the Improvements will be constructed and must dedicate the applicable easements and right-of-way to the City to facilitate construction of the Improvements.

There are two parcels not owned by the Developer, that Improvements will be constructed on. One of third party owned parcels is owned by Gurmit S. Sandhu and Narinder Pal Kaur (collectively Grantors). The second third party parcel is owned by Byron Bethany Irrigation District (BBID). As such, the Developer will dedicate a portion of its property to the City in the form of an Irrevocable Offer of Dedication (IOD) for the purpose of constructing a public roadway. Also, by mutual agreement between the Developer and Grantors, the Grantors will dedicate a portion of their property to the City, on behalf of the Developer, in the form of an IOD. The BBID owned parcel is currently in negotiations to be acquired by the Developer, at which time the Developer will dedicate the necessary right of way to the City.

Concurrently, the Developer will be granting easements to the City in the form of Public Utility Easements (PUEs), Emergency Access Vehicle Easements (EVAs), Storm Drain Easements, Sanitary Sewer Easements, Reclaimed Water Easements and Traffic Signal Easements for the purpose of installation and maintenance of public utilities, as well as sufficient emergency vehicle access to private property (collectively Public Easements).

ANALYSIS

Pursuant to the Tracy Municipal Code Section 12.36.020, the Developer is required to execute the OIA and to post necessary security to guarantee completion of the Improvements. The OIA is a legally binding mechanism guaranteeing the Developer's construction of the Improvements. The Developer has executed the OIA and submitted the required security to guarantee the completion of the Improvements. The improvement plans and OIA are on file with the City Engineer under Tracking No. ENG25-0009 and are available for review upon request.

Upon completion of the Improvements, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities. Staff has confirmed that all plat and legal documents submitted by the Developer for both the IOD and PUE are complete and are technically correct.

The City needs to approve the Developer's property dedications offer in the form of IODs, subject to the completion and acceptance of all Improvements, which will allow for sufficient right of way needed to construct the Improvements. The dedication offers will stand until the Improvements are complete, at which time the City will formally accept the offer and receive the Improvements and underlying property as public right of way. This future step will occur under a separate action and resolution, which involves the Developer dedicating a portion of the BBID acquired parcel to the City, acceptance of the Improvements and a formal filing and recordation of a notice of completion with the San Joaquin County Recorder.

Lastly, the City needs to approve and accept the Public Easements from the Developer to allow for the installation and maintenance of public utilities, as well as sufficient emergency vehicle access to private property.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The Developer will pay for the cost of processing the agreement, construction, and inspection. The Developer will receive transportation impact fees credits in the amount of \$4,930,019.03 and water impact fee credits in the amount of \$1,659,298.10 based on the City's Transportation Master Plan and Water System Master Plan subject to Title 13 of the Tracy Municipal Code.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Not applicable.

CEQA DETERMINATION

The Project is within the scope of the development program evaluated in the certified Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and is consistent with the land use designations and development densities and intensities assigned to the proposed Project sites by the Cordes Ranch Specific Plan 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 agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, by resolution, (1) approve the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive, Hansen Road, and a future private road (2) authorize the City Clerk to approve land conveyance documents, and (3) authorize the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

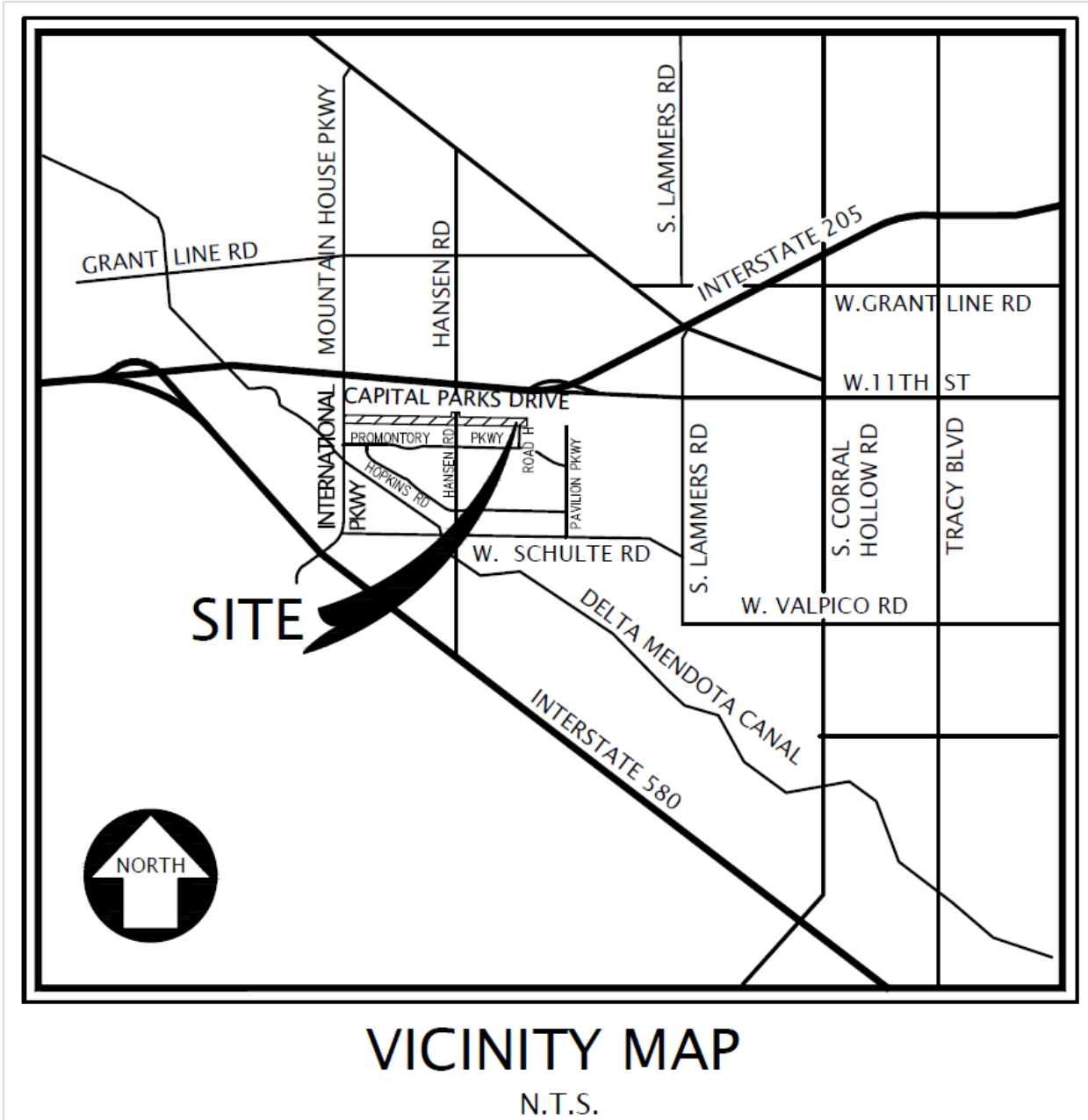
Prepared by: Majeed Mohamed, Associate Engineer

Reviewed by: David I. Brotchie, PE, Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offsite Improvement Agreement
Attachment C – Irrevocable Offer of Dedication
Attachment D – Public Utility Easement Dedication
Attachment E – Storm Drain, Sanitary Sewer and Emergency Vehicle Access Easement
Attachment F – Storm Drain Easement
Attachment G – Traffic Signal Easement
Attachment H – Reclaimed Water Easement



**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD,
AND FUTURE PRIVATE ROAD**

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD, AND FUTURE PRIVATE ROAD**, (“**Agreement**”) is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (“**City**”) and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as “**Developer**”).

RECITALS

- A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres (“**Specific Plan Area**”). The Cordes Ranch Specific Plan (“**Specific Plan**”) is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein (“**Project**”).
- B. On September 3, 2013, the Tracy City Council (“**City Council**”) adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* (“**Development Agreement**”).
- C. On July 14, 2021, the City Council approved a Tentative Subdivision Map Application *TSM19-0002 – Tract No. 4103 Cordes Ranch – International Park of Commerce Tentative Subdivision* Map by Resolution No. 2021-012 (“**Tentative Map**”). The Tentative Map is on file with the City Clerk and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “**Conditions of Approval**”), attached hereto as **Exhibit “A-1”**, and incorporated by reference.
- D. The Development Review Application (D25-0012) (the “Application”) (the “IPC Building 11 Application”) for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Capital Parks Drive, Hansen Road, and Future Private Road (collectively, the “Work”), as approved by the Development Services Director on August 28, 2025, is on file with the Community and Economic Development Director, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “Conditions of Approval”), attached hereto as **Exhibit “A-2”**, and incorporated by reference.

IPC – OFFSITE IMPROVEMENT AGREEMENT
PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD, AND
FUTURE PRIVATE ROAD

Page 2 of 18

- E. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of concrete curb and gutter, underground utilities, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, traffic signals, and associated improvements on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the “**Work**”). The Work is described more fully in the one hundred and eight (108) sheets entitled “International Park of Commerce – Phase 1M Street Improvement Plans (ENG25-0009) consisting of forty-two (42) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twenty-eight (28) sheets of Irrigation and Landscape plans prepared by David Babcock + Associates of Lafayette, California, fifteen (15) sheets of Traffic Signal, Signing, and Striping plans prepared by TJKM of Pleasanton, California, and twenty-three (23) sheets of Joint Trench, Electrolier, & Photometric plans prepared by Vizion Utility Partners of Pleasanton, California (“**Plans and Specifications**”) signed by the City Engineer on January 22, 2026. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in **Exhibit “B”** hereto (the “**Property**”).
- F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.
2. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (“**Authorized Representative**”) on site with authority to act on Developer’s behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit “C”** attached hereto includes the initial contact information referenced herein.
3. **LOCATION OF PERFORMANCE.** Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City

IPC – OFFSITE IMPROVEMENT AGREEMENT
PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD, AND
FUTURE PRIVATE ROAD

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Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 4.1. **Faithful Performance** security in the amount of **\$15,560,168.15** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).
 - 4.2. **Labor and Material** security in the amount of **\$15,560,168.15** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).
 - 4.3. **Warranty** security in the amount of **\$1,556,016.82** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).
5. **IRREVOCABLE OFFER OF DEDICATION.** Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as **Exhibit "D"** except for the area described in **Exhibit "F"**. At Developer's expense, Developer shall also remove or insure over, as requested by City, any new encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvement securities pursuant to Section 4 is contingent upon elimination of these encumbrances and providing the IOD for the area described in **Exhibit "F"** by the Developer including but not limited to:
 - 5.1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
 - 5.2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
 - 5.3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.
 - 5.4. PG&E Telephone Line Easement Document Number 310-OR-64.
 - 5.5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, *et seq.*) or the Packers and Stockyards Act (7 U.S.C. §§181 *et seq.*) or under similar state laws.
 - 5.6. All outstanding voluntary liens or mechanics liens of record affecting subject property.
 - 5.7. 20.0' Utility and Access Easement Document Number 86045637-OR.

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6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.
 - 6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
 - 6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.
 - 6.4. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 - 6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
 - 6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the

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purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 6.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
- 6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.
- 6.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.
 - 8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement, provided that Developer has acquired all access rights from third parties necessary for the performance of such Work. Should Developer not acquire all access rights from third parties necessary for the performance of such work, the Developer shall inform the City, in writing, of such lack of access from third parties. Nothing in this agreement shall relieve the Developer of its obligation to obtain access from other third parties to complete the Work herein, and nothing herein shall relieve the Developer of its obligation to perform the Work herein. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required and provided that the Work has not commenced within 60 days after the Effective Date, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to

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the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date. As used herein, the "Effective Date" shall mean the date that the City has executed this Agreement and delivered such fully executed Agreement to Developer. Electronic delivery of the executed agreement shall constitute completion of delivery for the purposes of this section and failure to do so shall be deemed a material breach hereunder.

- 8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.
- 8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majeure, or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Date. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.
9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection.
- City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.
10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement. Fee credits have been calculated as described in Exhibit "E" attached hereto. The fee credits cannot be changed without prior written consent of the City Manager.
- 10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the

amount of **\$4,999,271.95**. Developer is responsible for paying the associated program management fee.

- 10.2. Water Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirement Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Water Master Plan Impact Fees in the amount of **\$1,659,298.10**. Developer is responsible for paying the associated program management fee.

11. DEFAULT.

- 11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

- 11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

- 11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

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- 11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.
 - 11.3.5. Any other judicial remedies available to the City.
12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.
14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.
15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.
16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.
17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

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18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa, CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

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

22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
23. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.
25. 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 Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

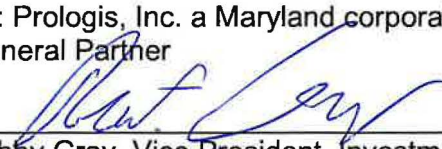
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its
General Partner

Dan Arriola, Mayor



Bobby Gray, Vice President, Investment Officer

Date: _____

Date: 1/23/26

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

ATTACHMENTS:

- Exhibit A-1 – Conditions of Approval (TSM19-0002)
- Exhibit A-2 – Conditions of Approval (D25-0012)
- Exhibit B – Legal Description of the Property
- Exhibit C – Contact Information of Authorized Representative
- Exhibit D – Irrevocable Offer of Dedication (IOD)
- Exhibit E – Fee Credits
- Exhibit F – BBID Future IOD Area (Legal Description & Plat)

Exhibit A -1 - Conditions of Approval (TSM19-0002)

Exhibit "A"

**Conditions of Approval
International Park of Commerce Tentative Subdivision Map
Application Number TSM19-0002
July 14, 2021**

These Conditions of Approval shall apply to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bounded by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".
2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Public Works Director, or the City Engineer to perform the duties set forth herein.
3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
4. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
5. "Conditions of Approval" shall mean the conditions of approval applicable to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002. The Conditions of Approval shall specifically include all Development Services Department Conditions set forth herein.
6. "Project" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.
7. "Property" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means the Developer. The term "Subdivider" shall include all successors in interest.

B. Planning Division Conditions of Approval

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.
3. The Project shall document compliance with the development standards that apply to the Cordes Ranch Specific Plan Zone, including but not limited to street layout, lot size, and building setbacks.
4. Prior to the construction of any new buildings on these lots, a Development Review Permit approval must be issued pursuant to the requirements of the Cordes Ranch Specific Plan.
5. Prior to the recordation of a final map for lots 11 and 39, a plan shall be created for the improvement and maintenance of those lots, which may include, but not be limited to:
 - Merging the lots with those to the south (lots 17 and 18) upon purchase of the property WSID property that currently bisects said lots for the contiguous development of lot 18 with lot 39, and lot 17 with lot 11.
 - Improving the lots with landscaping and irrigation or parking areas to be maintained by the property owner.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project including but not limited to the list below:

- a. "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").

- b. "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).
- c. "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).
- d. "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.
- e. "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.
- f. "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.
- g. "Traffic Study for Implementation of Cordes Ranch Scheme 100" Technical Memorandum prepared by Kimley Horn, dated January 12, 2016, and subsequent amendments, dated September 28, 2018 or updates.
- h. "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study" Technical Memorandum prepared by Kimley-Horn, dated June 30, 2020, and any subsequent amendments or updates.

C.2 Final Map

Prior to City Council's approval of the Final Map within the Project boundaries, Developer will demonstrate, to the reasonable satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

- C.2.1. Developer has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days after Developer's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property. The Tentative Subdivision Map shall be printed 24" x 36" polyester film (mylar) using the City's title block.
- C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Subdivision Map Act, Tracy Municipal Code, these Conditions of Approval, be in substantial conformance with the Tentative Subdivision Map, and other applicable Law.
- C.2.3. Each Final Map will include and show offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and

serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

- a. The Developer shall dedicate Public Utility Easement (PUE) along the frontages on all public streets for the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate structures.
- b. The Developer shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.
- c. The Developer shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.
- d. Developer shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

- C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.
- C.2.5. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.
- C.2.6. Developer has submitted a signed and stamped Engineer's Estimate that shows construction cost of public improvements to be dedicated to the City.
- C.2.7. For purposed public improvements not yet constructed or assured by an existing fully executed Off-site Improvement Agreement and Improvement Security, Developer shall submit a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, to assure the completion of public improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.
- C.2.8. Developer has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and

all other deposits, or fees required by these Conditions of Approval and Applicable Laws.

- C.2.9. Developer has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.
- C.2.10. Developer has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.
- C.2.11. Developer has submitted signed and stamped Improvement Plans.

Developer has executed agreements and constructed certain infrastructure improvements prior to filing of this Tentative Subdivision Map. E.2.6, E.2.7, and E.2.8 will not apply to those infrastructure improvements as determined by the City Engineer.

C.3. Grading Permit

Prior to the release of the Grading Permit, Developer will provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer.
- C.3.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.3.3. Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

- C.3.4. PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California, as required in Condition E.4.2(a), below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.
 - a. Developer /Subdivider shall pay for the cost of peer review of Geotech reports by City's consultant.
 - C.3.5. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
 - C.3.6. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
 - C.3.7. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).
 - C.3.8. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) as required in the applicable mitigation measures identified in the Cordes Ranch Specific Plan EIR.
 - C.3.9. Documentation of construction easement(s) or agreement(s) from owners of adjacent properties for any grading work within their parcels, or for grading work impacting their property.
 - C.3.10. Permit(s), agreement(s) and approval of other public agencies that have jurisdiction over the required public facilities, if applicable.
- C.4. Encroachment Permit
- Prior to the release of the Encroachment Permit Developer will provide all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:
- C.4.1. Improvement Plans prepared on a 24" x 36" size 4-milimeter thick polyester film (mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
 - a. The City shall obtain all applicable signatures by City departments (where applicable) on the mylars including signatures by Building

Official and Fire Code Official prior to Developer submitting the mylars to Engineering Division for City Engineer's approval.

- C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
 - C.4.3. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
 - C.4.4. If required, signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.
 - C.4.5. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 16, 2017, per Resolution 2017-098.
 - C.4.6. Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
 - C.4.7. South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.
- C.5. Improvement Plans
- General: Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:
- C.5.1. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

- C.5.2. Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Developer submitting the mylars to Engineering Division for City Engineer's approval.
- C.5.3. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:
- a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.
 - b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.
 - c. PDF copy of the Project's Geotechnical /Soils Report prepared or signed and stamped by a Geotechnical Engineer.
 - d. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).
- C.5.4. Grading and Storm Drainage Plans
Site Grading
- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
 - b. The Grading Plan shall show construction detail(s) of the retaining walls or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site.
 - c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to issuance of the final building certificate of occupancy.
 - d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.
 - e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation

for review by City's consultant. The Developer shall be responsible to pay for the review.

- f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.5.5. Permanent storm drainage connection

- a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.
- b. Prior to the approval of the Final Map for the Project, the Developer shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.6. Temporary Drainage System – Retention Basin

- a. Temporary retention is required to serve this project until DET LW9A & LW9B and DET LW6 and the downstream outfall system is completed and operational. The Project will utilize DET LW9A & LW9B and DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in DET LW6 or DET LW9A & LW9B is available (as applicable) to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.
- b. Acceptance of the DET LW9A & LW9B and DET LW6 basin parcels by the City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the basin is constructed and operational per the Storm Drainage Master Plan.
- c. Developer shall be responsible for maintenance of the Retention Basin at DET LW6 and DET LW9A & LW9B until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Developer's obligation to repair and maintain said basin while the storm drainage retention basin is in service and then, if required, to modify storm drainage retention basin to conform to Master Plan requirements at such time they are no longer needed due to the construction of the permanent facilities per the Storm Drainage Master

Plan. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Maintenance Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the retention basin at DET LW9A & LW9B and DET LW6.

- d. Layout and design of access easements to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.
- e. Parcel maps, Grant Deed documents or other instruments for dedication of the storm drainage basin parcel to the City shall be prepared and executed by the Developer. Acceptance of the basin parcel by the City will be upon completion of the downstream facilities.
- f. As detailed in the Cordes Ranch Specific Plan Tier 2 Storm Drainage Technical Report, the public street system serving the project site will need to include storm water quality treatment provisions. Storm water runoff from all public streets shall be treated in conformance with the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015. DET LW6 and DET LW9A & LW9B shall be designed to include separate measures for storm water quality treatment for public street storm water runoff.
- g. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.
- h. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.

C.5.7. Central Green, WSID Irrigation District Canal and Eastside Park

- a. Developer shall prepare improvement plans for the 35-acre "Central Green", West Side Irrigation District (WSID) right-of-way, and Eastside Park areas as outlined in the Cordes Ranch Specific Plan and submit for approval by the City. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement / Park Improvement and Reimbursement Agreement with bonds as required by the City. Timing of completion of construction of each of the areas shall be as required by the City and incorporated into the agreement.

C.5.8. New Schulte Road (Promontory Parkway) Project Entry

- a. As outlined in Figure 5.14 of the Cordes Ranch Specific Plan, the Developer shall design and construct Project Entry details at the proposed roundabout at the intersection of Promontory Parkway and Pavillion Parkway. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.9. Drainage Easement Landscaping and Trails

- a. As outlined in Section 5.10 of the Cordes Ranch Specific Plan, the Developer shall design and construct landscape improvements and trails within the Drainage Easement parcels. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.10. Sanitary Sewer Improvement Plans

- a. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds to construct improvements to the Westside Conveyance Facilities as identified in the Wastewater Master Plan (and any updates as approved by the City Council), and as shown in the improvement plans titled "International Park of Commerce –Improvement Plans for Storm Drain Line, Sanitary Sewer Line, Detention Basin LW8 and 42" Culvert on Von Sosten Rd".
- b. As provided in the Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan and also in the Development Agreement between The City of Tracy and Prologis, L.P., the City will allow up to 0.145 MGD (145,000 gallons per day) of Dry Weather Flow from the Cordes Ranch Specific Plan Area to enter the Hansen Trunk Sewer on an interim basis. To verify available capacity, and to monitor the impacts of the added flows from the Cordes Ranch Specific Plan Area prior to the completion of the Lammers Trunk Sewer, City shall utilize water meter records (domestic only, no irrigation).
- c. Prior to the issuance of Building Permit for any project within the boundaries of this Tentative Subdivision Map, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.
- d. For any wastewater facilities outside City right-of-way to be public facilities, the Developer shall dedicate easement and enter into a

Maintenance Agreement with the City prior to issuance of initial or final occupancy for the first building within the Project.

C.5.11. Water Distribution System.

- a. For all projects within the boundaries of this Tentative Subdivision Map, the Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the project-specific water analysis by City's consultant. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.
- b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.
- c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.
- d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.
- e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.
- f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water

supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.

- g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meters (the water meter to be located within City's right-of-way or an easement dedicated to the City) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations.

The domestic and irrigation water service connection(s) must be completed before issuance of the final certificate of occupancy of buildings. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City shall maintain water lines within easements from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

- h. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

- i. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.12. Street Improvements

The Developer shall prepare and submit improvement plans for frontage and off-site improvements in compliance with the traffic analysis by City's consultant for project-specific requirements, FEIR, Specific Plan, "Traffic Study for Implementation of Cordes Ranch Scheme 100", and "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study", City of Tracy Master Plans and Design Standards.

- a. Prior to issuance of temporary/ final certificate of occupancy, acceptance of street improvements and rights-of-way dedication on public streets associated with the project shall be completed.
- b. Developer shall acquire right-of-way required to install improvements required to serve the project.

C.5.13. Project Driveways

All recommended improvements for driveways and frontage and offsite improvements recommended in the Traffic Analysis shall be completed prior to issuance of Certificate of Occupancy.

C.5.14. Bus Stops

Public transportation will be extended to the areas with the boundaries of this Tentative Subdivision Map in phases, as determined by the City, based on demand generated by actual development in the project area. Bus routes may be modified and expanded as necessary and when feasible to efficiently accommodate demand. The final bus stop locations may require additional right-of-way to accommodate bus stops, which shall be dedicated through the final mapping process.

C.5.15. Irrevocable Offer of Dedications

- a. Within ninety (90) calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) by the City Council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer.
- b. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.5.16. The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.5.17. The Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations and obtain approval of the plans. All private utility services to serve Project such as electric, telephone

and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

- C.5.18. The Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the 10-foot wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-foot wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-foot PUE is required, as determined by the utilities owner(s)).
- C.5.19. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).
- C.6. Building Permit – Prior to the release of the Building Permit Developer will demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:
- C.6.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.
- C.6.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.
- C.6.3. Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.
- C.6.4. Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.7. Acceptance of Public Improvements

Prior to the acceptance of Public improvements, Public Right-of-Way dedications, and Public Easements, Developer will complete construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

- C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.
- C.7.2. Developer has completed the 90-day public landscaping maintenance period.
- C.7.3. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.
- C.7.4. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
- C.7.5. Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.8. Final Building Certificate of Occupancy

Prior to the release of Final Building Certificate of Occupancy, Developer shall provide reasonable documentation that demonstrates, to the satisfaction of the City Engineer, that:

- C.8.1. The Developer has satisfied all the requirements set forth in Condition E.6, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.
- C.8.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Prior to the City's approval of the Final Map, the Developer shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), post all required improvement security in accordance with Applicable Law, and provide insurance documents as per the agreement.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute a Deferred Improvement Agreement, if needed, which shall be in substantial conformance with the City's standard form agreement, and in accordance with Applicable Law, by which (among other things) the Developer agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement), under the Applicable Law.

C.9.3. Offsite Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute an Offsite Improvement Agreement, which shall be in substantial conformance with the City's Standard form agreement, and in accordance with Applicable Law, by which guarantees completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

City may allow other developers or entities to execute agreements with security acceptable to the City for improvements identified in these Conditions of Approval. However, the Developer shall be responsible to complete such improvements if other developers or entities fail to complete improvements in time for use by the Project. In any event, City shall not be responsible or liable for completion of improvements required to serve the Project. Subsequent discretionary approvals are contingent upon completion and acceptance of Offsite Improvements.

C.10. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

- C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and
- C.10.4. Monumentation (\$500 multiplied by the total number of street centerline monuments that are shown on the Final Map).
- C.11. Release of Improvement Security

Prior to the release of Improvement Security(s), Developer will demonstrate, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

 - C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with the Development Agreement, and Section 12.36.080 of the TMC and after City Council's acceptance of the public improvements.
 - C.11.2. Written request from the Developer and a copy of the recorded Notice of Completion.
 - C.11.3. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.
- C.12. Special Conditions
 - C.12.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.
 - C.12.2. Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.
 - C.12.3. Prior to the issuance of the Grading Permit, all existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s).
 - C.12.4. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report

prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

- C.12.5. Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.
- C.12.6. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).
- C.12.7. Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.
- C.12.8. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the costs for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

D. Public Works and Finance Departments Conditions of Approval

D.1. Street/Streetlight/Landscaping Replacement and Maintenance. (For Industrial/Commercial development):

No later than October 31, 2021, the applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will

fund, in perpetuity, the costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the “Infrastructure”), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Prior to October 31, 2021, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant’s funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City’s option, be recorded against the geographical scope negotiated in the agreement (“Project Site”) which stipulates that prior to the City’s acceptance of the Infrastructure, the Developer will either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City’s acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

c. POA. Developer shall, at its expense, form a Property Owner’s Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a “dormant” capacity, with the required funding to be triggered if the POA is not created prior to the City’s

acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit A -2 - Conditions of Approval (D25-0012)

**CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**

Application Number D25-0012

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D25-0012, for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bounded by Capital Parks Drive to the south and the future Daylight Road to the north APN 209-460-31 and 209-460-34; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Rafael Olabarrieta).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D25-0012, SUBJECT TO THE PROJECT PLANS in EXHIBIT 1 AND CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 2 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.
2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements

Community and Economic Development Director Determination

Application Number D25-0012

August 27, 2025

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of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

Forrest Ebbs
Community and Economic Development Director

8/28/2025 | 10:33 AM PDT

Date of Action

City of Tracy
Conditions of Approval
IPC Building 11
Development Review Permit Application Number D25-0012
August 27, 2025

A. General Provisions and Definitions.

- A.1. General. These Conditions of Approval apply to the IPC Building 11 Project (hereinafter "Project"), which includes the following:

Development Review Permit Application Number D25-0012: A Development Review Permit for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bordered by International Parkway to the west, Capital Parks Drive to the south, and Hansen Road to the east on APN 209-460-31 & 209-460-34.

The preparation of the staff analysis was based upon the following information in the project application:

- HPA Architecture – IPC Building 11 – Plan Set June 18, 2025
 - Kier & Wright, Storm Drainage Capacity Report - dated 7/2/2025
 - David Babcock and Associates – Landscape Screening Plan - dated July 22, 2025
 - LSA - Draft Transportation Technical Report - dated August 2025
 - West Yost - Hydraulic Evaluation of IPC Building 11 - dated August 2, 2025
 - LSA - IPC Building 11 Engineering Site Plan Review Memorandum - dated August 5, 2025
 - Kier & Wright – IPC 11 – Sewer and Water Calculations - received August 7, 2025
- A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on August 27, 2025 to the satisfaction of the Community and Economic Development Director.
- A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.
- A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.
- A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site

Conditions of Approval
 IPC Building 11
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improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

- a. "City Engineer" means the City Engineer of the City of Tracy.
- b. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, the Cordes Ranch Specific Plan, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).
- c. "Community and Economic Development Director" means the Director of the City of Tracy Community and Economic Development Department, or any other person designated by the City Manager or the Community and Economic Development Director to perform the duties set forth herein.
- d. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D25-0012. The Conditions of Approval shall specifically include all conditions set forth herein.
- e. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- a. the Planning and Zoning Law (Government Code sections 65000, et seq.),
- b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),
- c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),
- d. California Building Code, and
- e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the

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Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

- A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.
- A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director
- A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.
- A.14. Indemnification. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend, indemnify and hold harmless the City, Its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

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B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

- a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.
- b. Parking stalls shall be striped in accordance with Standard Plan 141.
- c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.
- d. Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

- a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.
- b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.
- c. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.
- d. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance.
- e. A Department of Water Resources Model Efficient Landscape Ordinance (MWELo) Project Information Sheet shall be prepared in compliance with City standards to the Director of Public Works. The submittal must show compliance with the MWELo by choosing either the Prescriptive or Performance Approach through inclusion in submitted plans and documents. The submittal shall

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demonstrate compliance with Tracy Municipal Code Chapter 11.28 and California Green Building Standards Chapter 5.

- f. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to \$2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.
- B.4. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.
- B.5. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:
- a. Permanent trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.
- b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.
- c. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Community and Economic Development Director.
- d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view. Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines
- B.6. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

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- a. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures or painted to match the color of the adjacent surfaces, and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Community and Economic Development Director. Bollards may have strips of reflective tape or bright colored stripes added near the top of the bollard to increase visibility.
 - b. All bollards on-site shall be located and consistent with the approved plans painted to match the adjacent and/or existing building, unless stated otherwise by federal or state regulations.
 - c. Outdoor storage of materials is only permitted on the site in accordance with the Cordes Ranch Specific Plan.
 - d. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Residential Areas Specific Plan and the Tracy Municipal Code.
 - e. Developer shall install all on-site circulation signs to the satisfaction of the Community and Economic Development Director.
- B.7. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:
- a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:
 - i. A project information sheet that includes the checklist of all documents in the LDP;
 - ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
 - iii. A soil management report, after compaction and from various locations throughout the project;
 - iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
 - v. An irrigation design plan with schedule; and

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- vi. A grading design plan.
 - b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.
- C. On-Site Utility Plans** – The construction of onsite utilities, except storm drain, is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:
- C.1. Storm Drainage
 - a. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations
 - b. The Developer has submitted a study with hydrologic and hydraulic calculations to size onsite and offsite storm drainpipes, onsite retention, and offsite detention basins. The study must show how the project complies with the City’s Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
 - c. Permanent City-maintained storm drains must be in City right-of-way or easements. The Developer shall maintain interim facilities, and all access easements must meet Engineering Division requirements and be approved by the City Engineer.
 - d.
 - e. The Developer has submitted calculations demonstrating that Detention Basins LW9A/9B and LW8 have sufficient capacity to accommodate runoff from the L18 watershed. The study must show how the project complies with the City’s Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
 - f. Calculations related to the design and sizing of onsite storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City’s Stormwater Coordinator prior to issuance of the Grading Permit
 - g. All storm drainage structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.
 - h. The Project shall implement post-construction stormwater controls and submit a Stormwater Plan per Tracy Municipal Code 11.34.120 and Multi-Agency Post-

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Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of onsite storm water treatment facilities.

- i. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

- a. The Developer has submitted a Wastewater Study with generation and hydraulic calculations to size the onsite and offsite wastewater system. The study must show the project complies with the City's Wastewater Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
- b. The Cordes Ranch/IPC Phase 1 area is limited to 0.145 million gallons per day (MGD) of wastewater capacity, as outlined in the Cordes Ranch Development Agreement. The applicant must provide a detail summary of approved projects to date showing how much of this capacity has been used in each project. All onsite sewer lines and improvements, including laterals to existing mains, must follow City regulations. Before building permits are issued for each phase, the Developer must submit and receive approval for the onsite sewer improvement plans serving that phase.
- c. No final inspection of any building(s) within the phase will be performed or any occupancy for the building(s) will be issued, until the onsite sewer improvements listed above are completed and functional, as determined by the City Engineer.

C.3. Water Distribution System

- a. The Developer has submitted a Water Study demonstrating the offsite water distribution system delivers the required minimum pressures, flow rates, and that the project complies with the City's Water Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer. Any deficiencies must be corrected through Developer-designed improvements per City standards to the satisfaction of the City Engineer.
- b. The Developer has submitted a hydraulic model for City approval showing that onsite water and fire mains are properly sized to meet system pressure, fire flow, and peak demand requirements. Any deficiencies must be corrected through Developer-designed improvements per City and Fire Department standards to the satisfaction of the City Engineer.
- c. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent)

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capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

- d. The Developer shall design and install fire hydrants as approved by the Fire Marshal. Before Improvement Plan approval, the Developer must obtain written approval from the Fire Marshal for the fire service connection design and for the location and spacing of all fire hydrants serving the Project.
- e. Should the water system pressure exceed 80 pounds per square inch, pressure reducing valves should be installed on the Project's domestic service connections. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

- D.1. Grading Plan. The Developer shall submit a Grading Permit application with all required construction documents—plans, specifications, and calculations—prepared by a Registered Civil Engineer, to the Development Engineering Division before starting grading, onsite improvements, or accessibility features. A Geotechnical/Soils Report must be included, addressing soil stability, type, classification, percolation rate, bearing capacity, and highest groundwater elevation.
- D.2. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.
 - a. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.
 - b. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City

E. Offsite Public Improvements

- E.1. Offsite Improvement Agreements (OIAs) – The Developer shall enter into OIAs for IPC Phase 1L - Capitals Parks Drive (ENG23-0034) and IPC Phase 1M – (ENG25-0009) for the construction of offsite public improvements to provide necessary transportation and utility services to the project site.

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- E.2. Irrevocable Offer of Dedications (IODs) – Concurrently with the related Offsite Improvement Agreement (OIA) by the City council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer including Daylight Road east of International Parkway.
- E.3. Conceptual Traffic signal plans – The Developer shall prepare conceptual traffic signal plans to provide an ITS fiber optic connection between the Promontory Parkway and International Parkway intersection and the Hansen Pump/Well Station. Plans shall include all necessary equipment, conduit, and installation details required to complete the ITS room at the Hansen site and establish communication with the City of Tracy's traffic signal network. This will be a condition of final certificate of occupancy issuance.
- E.4. Street Improvement Plans and Streetscape Plans – The Developer has submitted a Traffic Study and Site Circulation Analysis to determine the project's traffic impacts and required mitigations and demonstrate compliance with the City's Transportation Master Plan, Cordes Ranch Specific Plan, Cordes Ranch EIR, Development Agreement, and City Regulations to the satisfaction of the City Engineer.
- E.5. Prior to the issuance of a Certificate of Occupancy for International Park of Commerce Building 11 ("Project"), the Applicant/Owner shall comply with the following:
- a. Completion of Prior Project Traffic Improvements – The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans:
 - b. The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans. This requirement includes, but is not limited to roadway and intersection improvements required under the Conditions of Approval for:
 - 1) IPC Building 20, including Hopkins Extension (ENG21-0031)
 - 2) Phase 1K Roadway Improvement Project (ENG18-0071)
 - 3) Promontory Parkway Extension (ENG21-0028)
 - 4) Promontory Extension Roundabout (ENG21-0011)
 - 5)
 - 6) International Parkway & Promontory Parkway (ENGXX-XXXX)
 - 7) Lammers Road & Old Schulte Road (ENGXX-XX)
 - 8) Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory

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Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road.

9) Lammers Road & Valpico Road (ENGXX-XX)

- E.6. When street cuts are made for installation of utilities, the Subdivider is required to install a 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

F. General Conditions

- F.1. The Developer shall add Pipeline Safety Note Section to list restrictions and requirements for any work in the vicinity of the PG&E gas lines or the Chevron Petroleum pipeline located at the northwest side of the project. In addition, the Developer provide non-objection letter from PG&E and Chevron.
- F.2. The Developer shall comply with recommendations of Amended Soil Management Plan for Shell Pipeline located at the east of the building crossing IPC Phase 1M and Central Valley Regional Water Quality Control Board memo dated 18 October 2019.

G. Building Plans

- G.1. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2022 California Building Code (CBC) 11B-206.2.

In addition, the exit discharge shall provide a direct and unobstructed access to a public way. CBC 1025.5

- G.2. Prior to Building Permit release, the Developer shall pay all applicable City and County development impact fees to the satisfaction of the City Engineer. At the time of building permit application submittal, the applicant shall provide an on-site storm water design based on the current edition of the California Plumbing at time of submittal.

At the time of building permit application submittal, the applicant shall provide an on-site sanitary sewer design based on the current edition of the California Plumbing at time of submittal.

No final inspection of any building will be performed or any occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City.

Before the Final Certificate of Occupancy is issued, the applicant must grant an access easement to the sewer line along the north side of Building 11. This easement will

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Exhibit 1

allow the City of Tracy to access the sewer infrastructure beneath a future road, which is currently planned to be privately maintained.

At the time of building permit application submittal, the applicant shall provide an on-site water distribution design based on the current edition of the California Plumbing at time of submittal.

H. Building Permit

H.1. The City will not approve any building permit within the Project boundaries until the payment of all fees including, but not limited to, the following:

- a. Payment of the applicable Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, Program Management and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.
- b. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.
- c. Payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.
- d. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

I. South San Joaquin County Fire Authority (SSJCFA) Conditions

I.1 Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

- a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
- b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
- c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
- d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.
- e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

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- f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.
 - g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.
 - h. Provide a truck turning template which clearly shows the truck turning radius of 30' inside and 50' outside. Truck turning template shall show all ingress and egress paths available.
- I.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.
- a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
 - b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
 - c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.
- I.3 Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.
- a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.
- I.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.
- I.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.
- I.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.
- I.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at

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foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.

a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

I.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

I.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503

I.10. Additional comments may occur upon submittal of construction documents.

J. Final Certificate of Occupancy Issuance

J.1 A Lot Line Adjustment and/or parcel merger will be approved and recorded that modifies parcel lines as to not create building conflicts with the 2022 California Building Code (CBC). The modified parcels shall be provided legal access to the satisfaction of the City Engineer. This access may be the dedication of Daylight Road.

K. Fee Credits and Reimbursement. To the extent permitted by Chapters 12 and 13 of the Tracy Municipal Code, and pursuant to execution of a subsequent agreement, Developer shall be entitled to development impact fee credits and/or reimbursements for the construction of Master Plan improvements to be captured in the Improvement Plans and further detailed in an Improvement Agreement, except for interim improvements that must be removed to accommodate construction of the ultimate improvement condition. Temporary/interim improvements are not eligible for fee credits or reimbursements.

Exhibit B – Legal Description of the Property

EXHIBIT "B"

LEGAL DESCRIPTION

BEING ALL OF SECTIONS 26 & 27 AND A PORTION OF SECTIONS 21, 22, 23, 28, 33, 34 & 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACY GATEWAY ANNEXATION, AS DESCRIBED IN THAT CERTIFICATE OF COMPLETION FILED FOR RECORD ON MAY 16, 2003, AS DOCUMENT NUMBER 2003-106787, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205 AND THE NORTHEASTERLY LINE OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING SEVEN (7) COURSES:

1) - (1) THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 61°04'46" EAST A DISTANCE OF 997.87 FEET;

2) - (2) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 33°31'44" EAST A DISTANCE OF 1,143.42 FEET;

3) - (3) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 45°01'55" EAST A DISTANCE OF 277.12 FEET TO A POINT ON THE NORTH LINE OF LATERAL NO. 3 OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL;

4) - (4) THENCE ALONG SAID NORTH LINE SOUTH 88°40'55" EAST A DISTANCE OF 379.65 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

5) - (5) THENCE ALONG SAID EAST LINE SOUTH 00°22'24" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;

6) - (6) THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 23 SOUTH 88°40'55" EAST A DISTANCE OF 2,643.14 TO THE SOUTHEAST CORNER OF SAID SECTION 23;

7) - (7) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 26, SOUTH 00°24'33" WEST A DISTANCE OF 2,484.82 FEET TO AN ANGLE POINT IN SAID CITY LIMIT LINE;

8) THENCE LEAVING SAID CITY LIMIT LINE AND CONTINUING ALONG SAID EASTERLY LINE OF SAID SECTION 26 SOUTH 00°24'33" WEST A DISTANCE OF 2,796.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35, BEING ON THE CENTERLINE OF SCHULTE ROAD;

9) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°24'33" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID SCHULTE ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-THREE (33) COURSES:

- 10) - (1) THENCE NORTH $88^{\circ}49'20''$ WEST A DISTANCE OF 2,640.19 FEET;
- 11) - (2) THENCE NORTH $88^{\circ}36'10''$ WEST A DISTANCE OF 2,580.90 FEET;
- 12) - (3) THENCE SOUTH $44^{\circ}56'27''$ WEST A DISTANCE OF 41.25 FEET;
- 13) - (4) THENCE SOUTH $01^{\circ}24'29''$ EAST A DISTANCE OF 10.10 FEET;
- 14) - (5) THENCE SOUTH $88^{\circ}35'31''$ WEST A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH $89^{\circ}20'41''$ WEST;
- 15) - (6) THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}31'04''$ FOR AN ARC LENGTH OF 46.87 FEET;
- 16) - (7) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 899.45 FEET TO A POINT ON THE EASTERLY LINE OF DELTA MENDOTA CANAL;
- 17) - (8) THENCE ALONG SAID EASTERLY LINE, NORTH $39^{\circ}26'57''$ WEST A DISTANCE OF 18.82 FEET;
- 18) - (9) THENCE LEAVING SAID EASTERLY LINE, NORTH $88^{\circ}49'39''$ WEST A DISTANCE OF 361.44 FEET TO THE WESTERLY LINE OF DELTA MENDOTA CANAL;
- 19) - (10) THENCE ALONG SAID WESTERLY LINE, SOUTH $17^{\circ}43'02''$ EAST A DISTANCE OF 15.34 FEET;
- 20) - (11) THENCE LEAVING SAID WESTERLY LINE, NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
- 21) - (12) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF $44^{\circ}57'23''$ FOR AN ARC LENGTH OF 43.16 FEET;
- 22) - (13) THENCE SOUTH $87^{\circ}40'41''$ WEST A DISTANCE OF 100.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH $46^{\circ}10'52''$ WEST;
- 23) - (14) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ}02'37''$ FOR AN ARC LENGTH OF 43.24 FEET;
- 24) - (15) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
- 25) - (16) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 40.80 FEET;

26) - (17) THENCE NORTH $84^{\circ}34'24''$ WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

27) - (18) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 39.30 FEET;

28) - (19) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 764.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

29) - (20) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}54'40''$ FOR AN ARC LENGTH OF 39.23 FEET;

30) - (21) THENCE SOUTH $87^{\circ}02'54''$ WEST A DISTANCE OF 85.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH $88^{\circ}46'25''$ WEST;

31) - (22) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}05'20''$ FOR AN ARC LENGTH OF 39.31 FEET;

32) - (23) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 250.32 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

33) - (24) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 40.80 FEET;

34) - (25) THENCE NORTH $84^{\circ}34'24''$ WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

35) - (26) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 39.30 FEET;

36) - (27) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 672.83 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

37) - (28) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $66^{\circ}56'53''$ FOR AN ARC LENGTH OF 29.21 FEET;

38) - (29) THENCE SOUTH $84^{\circ}01'55''$ WEST A DISTANCE OF 119.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH $57^{\circ}39'49''$ WEST;

39) - (30) THENCE ALONG SAID CURVE WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $56^{\circ}31'33''$ FOR AN ARC LENGTH OF 39.46 FEET;

40) - (31) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 1,090.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

41) - (32) THENCE ALONG SAID CURVE WITH A RADIUS OF 674.00 FEET, THROUGH A CENTRAL ANGLE OF 19°09'55" FOR AN ARC LENGTH OF 225.45 FEET TO A POINT OF COMPOUND CURVATURE;

42) - (33) THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 23°41'19" FOR AN ARC LENGTH OF 37.21 FEET;

43) - THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF OLD SCHULTE ROAD, NORTH 65°05'56" WEST A DISTANCE OF 176.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 57°18'36" WEST;

THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

44) - (1) THENCE ALONG SAID CURVE WITH A RADIUS OF 926.00 FEET, THROUGH A CENTRAL ANGLE OF 31°37'01" FOR AN ARC LENGTH OF 510.99 FEET;

45) - (2) THENCE SOUTH 89°40'34" EAST A DISTANCE OF 7.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 80°53'07" WEST;

46) - (3) THENCE ALONG SAID CURVE WITH A RADIUS OF 1,024.16 FEET, THROUGH A CENTRAL ANGLE OF 01°51'55" FOR AN ARC LENGTH OF 33.34 FEET;

47) - (4) THENCE NORTH 00°19'23" EAST A DISTANCE OF 2,004.75 FEET TO THE NORTH RIGHT OF WAY OF BERKELEY ROAD;

48) – THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 89°38'23" EAST A DISTANCE OF 10.00 FEET TO THE SAID WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY;

49) – THENCE ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 51.08 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 28;

50) THENCE ALONG SAID RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 691.28 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF THE DELTA MENDOTA CANAL;

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

51) - (1) THENCE NORTH 43°43'32" WEST A DISTANCE OF 1005.01 FEET;

52) - (2) THENCE NORTH 18°19'32" WEST A DISTANCE OF 222.30 FEET;

53) - (3) THENCE NORTH 45°55'32" WEST A DISTANCE OF 1,503.20 FEET;

- 54) - (4) THENCE NORTH 60°18'32" WEST A DISTANCE OF 870.80 FEET;
- 55) - (5) THENCE NORTH 60°00'32" WEST A DISTANCE OF 441.20 FEET;
- 56) - (6) THENCE NORTH 58°38'56" WEST A DISTANCE OF 207.53 FEET;
- 57) - (7) THENCE NORTH 38°25'32" WEST A DISTANCE OF 200.00 FEET;
- 58) - (8) THENCE NORTH 05°10'32" WEST A DISTANCE OF 484.70 FEET;
- 59) - (9) THENCE NORTH 50°12'32" WEST A DISTANCE OF 159.70 FEET;
- 60) - (10) THENCE NORTH 55°47'32" WEST A DISTANCE OF 293.40 FEET;
- 61) - (11) THENCE NORTH 74°59'32" WEST A DISTANCE OF 180.40 FEET;
- 62) - (12) THENCE SOUTH 81°43'28" WEST A DISTANCE OF 736.50 FEET;
- 63) - (13) THENCE NORTH 87°03'18" WEST A DISTANCE OF 187.32 FEET;
- 64) - (14) THENCE NORTH 33°19'32" WEST A DISTANCE OF 159.70 FEET;
- 65) - (15) THENCE NORTH 03°24'32" WEST A DISTANCE OF 323.70 FEET;
- 66) - (16) THENCE NORTH 36°11'32" WEST A DISTANCE OF 84.95 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED AS INSTRUMENT NUMBER 98088912 OF OFFICIAL RECORDS;
- 67) - THENCE ALONG SAID WEST LINE NORTH 05°05'55" EAST A DISTANCE OF 332.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-EIGHT (38) COURSES:
- 68) - (1) THENCE SOUTH 78°15'58" EAST A DISTANCE OF 216.53 FEET
- 69) - (2) THENCE SOUTH 86°42'16" EAST A DISTANCE OF 850.43 FEET;
- 70) - (3) THENCE SOUTH 84°37'14" EAST A DISTANCE OF 650.01 FEET;
- 71) - (4) THENCE SOUTH 84°53'06" EAST A DISTANCE OF 1,572.18 FEET;
- 72) - (5) THENCE SOUTH 84°51'41" EAST A DISTANCE OF 397.52 FEET;
- 73) - (6) THENCE SOUTH 79°56'14" EAST A DISTANCE OF 310.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

74) - (7) THENCE ALONG SAID CURVE WITH A RADIUS OF 252.31 FEET, THROUGH A CENTRAL ANGLE OF 37°13'29" FOR AN ARC LENGTH OF 163.92 FEET;

75) - (8) THENCE SOUTH 42°42'45" EAST A DISTANCE OF 275.61 FEET;

76) - (9) THENCE SOUTH 39°03'31" EAST A DISTANCE OF 12.17 FEET;

77) - (10) THENCE SOUTH 35°24'17" EAST A DISTANCE OF 82.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 54°59'05" EAST;

78) - (11) THENCE ALONG SAID CURVE WITH A RADIUS OF 173.21, THROUGH A CENTRAL ANGLE OF 08°05'12" FOR AN ARC LENGTH OF 24.45 FEET TO A POINT OF COMPOUND CURVATURE;

79) - (12) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 306.33 FEET, THROUGH A CENTRAL ANGLE OF 48°41'38" FOR AN ARC LENGTH OF 260.34 FEET;

80) - (13) THENCE SOUTH 87°19'09" EAST A DISTANCE OF 112.91 FEET;

81) - (14) THENCE SOUTH 87°23'24" EAST A DISTANCE OF 16.32 FEET;

82) - (15) THENCE NORTH 89°45'06" EAST A DISTANCE OF 80.63 FEET;

83) - (16) THENCE SOUTH 45°56'08" EAST A DISTANCE OF 44.35 FEET;

84) - (17) THENCE SOUTH 10°38'20" EAST A DISTANCE OF 20.68 FEET;

85) - (18) THENCE SOUTH 10°59'53" EAST A DISTANCE OF 55.76 FEET;

86) - (19) THENCE NORTH 85°35'16" EAST A DISTANCE OF 90.92 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21;

87) - (20) THENCE ALONG SAID EAST LINE SOUTH 00°21'59" WEST A DISTANCE OF 260.98 FEET;

88) - (21) THENCE SOUTH 89°26'03" EAST A DISTANCE OF 50.00 FEET;

89) - (22) THENCE NORTH 03°54'31" EAST A DISTANCE OF 261.48 FEET;

90) - (23) THENCE NORTH 85°30'47" EAST A DISTANCE OF 6.62 FEET;

91) - (24) THENCE NORTH 03°50'58" EAST A DISTANCE OF 135.60 FEET;

92) - (25) THENCE NORTH 72°54'49" EAST A DISTANCE OF 106.32 FEET;

93) - (26) THENCE NORTH 70°50'23" EAST A DISTANCE OF 131.81 FEET;

- 94) - (27) THENCE NORTH 70°10'38" EAST A DISTANCE OF 86.86 FEET;
- 95) - (28) THENCE NORTH 50°06'39" EAST A DISTANCE OF 0.48 FEET;
- 96) - (29) THENCE NORTH 70°10'38" EAST A DISTANCE OF 159.30 FEET;
- 97) - (30) THENCE NORTH 73°06'03" EAST A DISTANCE OF 284.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIAL POINT BEARS SOUTH 16°56'27" EAST;
- 98) - (31) THENCE ALONG SAID CURVE WITH A RADIUS OF 656.17 FEET, THROUGH A CENTRAL ANGLE OF 14°49'29" FOR AN ARC LENGTH OF 169.78 FEET;
- 99) - (32) THENCE SOUTH 86°53'12" EAST A DISTANCE OF 446.41 FEET;
- 100) - (33) THENCE SOUTH 85°08'47" EAST A DISTANCE OF 700.00 FEET;
- 101) - (34) THENCE SOUTH 84°58'58" EAST A DISTANCE OF 534.26 FEET;
- 102) - (35) THENCE SOUTH 84°49'16" EAST A DISTANCE OF 2,552.21 FEET;
- 103) - (36) THENCE SOUTH 84°50'07" EAST A DISTANCE OF 186.37 FEET;
- 104) - (37) THENCE SOUTH 87°31'48" EAST A DISTANCE OF 135.18 FEET;
- 105) - (38) THENCE SOUTH 85°23'36" EAST A DISTANCE OF 328.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,796 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION 1

THAT CERTAIN PARCEL OF LAND CONVEYED TO MRE PROPCO, PL, INC, RECORDED OCTOBER 28, 2021, AS DOCUMENT NO. 2021-180501, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 57.61 ACRES, MORE OR LESS.

EXCEPTION 2

THAT CERTAIN PARCEL OF LAND CONVEYED TO FEDEX GROUND PACKAGE SYSTEM, INC, BY DEED RECORDED OCTOBER 28, 2014, AS DOCUMENT NO. 2014-107876, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 117.03 ACRES, MORE OR LESS.

EXCEPTION 3

THAT CERTAIN PARCEL OF LAND CONVEYED TO CITY OF TRACY BY DEED RECORDED MAY 18, 2020, AS DOCUMENT NO.2020-058617, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 2.50 ACRES, MORE OR LESS.

EXCEPTION 4

THAT CERTAIN PARCEL OF LAND CONVEYED TO FISHER SCIENTIFIC CO., LLC, RECORDED NOVEMBER 13, 2017, AS DOCUMENT NO. 2017-132454 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 10.60 ACRES, MORE OR LESS.

EXCEPTION 5

THAT CERTAIN PARCEL OF LAND CONVEYED TO WEST SIDE IRRIGATION DISTRICT, BY DEED RECORDED IN BOOK A OF DEEDS, VOLUME 394, PAGE 255, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 6.37 ACRES, MORE OR LESS.

EXCEPTION 6

THAT CERTAIN PARCEL OF LAND CONVEYED TO GURMIT S. SANDHU, BY DEED RECORDED DECEMBER 19, 2005, AS DOCUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 29.06 ACRES, MORE OR LESS.

EXCEPTION 7

THAT CERTAIN PARCEL OF LAND CONVEYED TO GILLON TRUST, BY DEED RECORDED APRIL 13, 2021, AS DOCUMENT NO. 2021-064742, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 5.23 ACRES, MORE OR LESS.

EXCEPTION 8

THAT CERTAIN PARCEL OF LAND CONVEYED TO ADAMS TRUST, BY DEED RECORDED JUNE 9, 2021, AS DOCUMENT NO. 2021-099217, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 1.48 ACRES, MORE OR LESS.

EXCEPTION 9

THAT CERTAIN PARCEL OF LAND CONVEYED TO LOPEZ TRUST, BY DEED RECORDED DECEMBER 10, 2012, AS DOCUMENT NO. 2012-161995, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 4.94 ACRES, MORE OR LESS.

EXCEPTION 10

THAT CERTAIN PARCEL OF LAND CONVEYED TO R&B DELTA II, BY DEED RECORDED JUNE 13, 2019, AS DOCUMENT NO. 2019-061897, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 17.64 ACRES, MORE OR LESS.

EXCEPTION 11

THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 28, 1988, AS DOCUMENT NO. 88-110849, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 0.10 ACRES, MORE OR LESS.

EXCEPTION 12

THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 15, 1969, IN BOOK 3358, PAGE 248, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. CONTAINING 3.42 ACRES, MORE OR LESS.

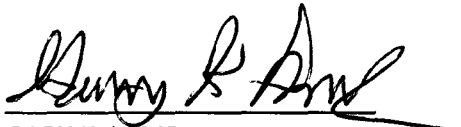
EXCEPTION 13

THAT CERTAIN PARCEL OF LAND CONVEYED TO USBR DELTA MENDOTA CANAL, BY DEED RECORDED MAY 15, 1947, IN BOOK 1065, PAGE 227, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. CONTAINING 39.62 ACRES, MORE OR LESS.

TOTAL EXCEPTED PARCELS CONTAINING 295.60 ACRES, MORE OR LESS.

PROLOGIS ACREAGE CONTAINING 1,500.4 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB

10-23-25
DATE



Exhibit C – Contact Information of Authorized Representative

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Bernard Medina-Brown	Prologis, LP	(916) 690-7563
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

Remainder of the Page Intentionally Left Blank

Exhibit D – Irrevocable Offer of Dedication (IOD)

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

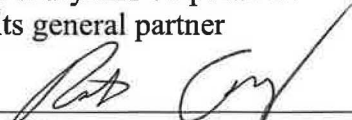
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 20.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1355.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 54" EAST, 57.50 FEET;

THENCE SOUTH 88° 50' 06" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.99 FEET;

THENCE SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 292.00 FEET THROUGH AN ANGLE OF 07° 49' 55" FOR AN ARC LENGTH OF 39.91 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 88° 50' 17" EAST, 263.83 FEET;

THENCE NORTH 89° 54' 22" EAST, 500.12 FEET;

THENCE SOUTH 88° 50' 07" EAST, 65.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET THROUGH AN ANGLE OF 90° 47' 04" FOR AN ARC LENGTH OF 87.15 FEET;

THENCE NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 168.00 FEET THROUGH A CENTRAL ANGLE OF 10° 23' 20" FOR AN ARC LENGTH OF 30.46 FEET;

THENCE NORTH 10° 46' 09" EAST, 30.48 FEET;

THENCE NORTH 05° 37' 04" EAST, 30.13 FEET;

THENCE SOUTH 89° 37' 11" EAST, 3.34 FEET;

THENCE SOUTH 00° 30' 55" WEST, 354.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 78,897 SQUARE FEET OR 1.8112 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

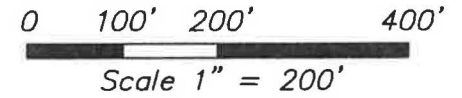
10-13-25
DATE



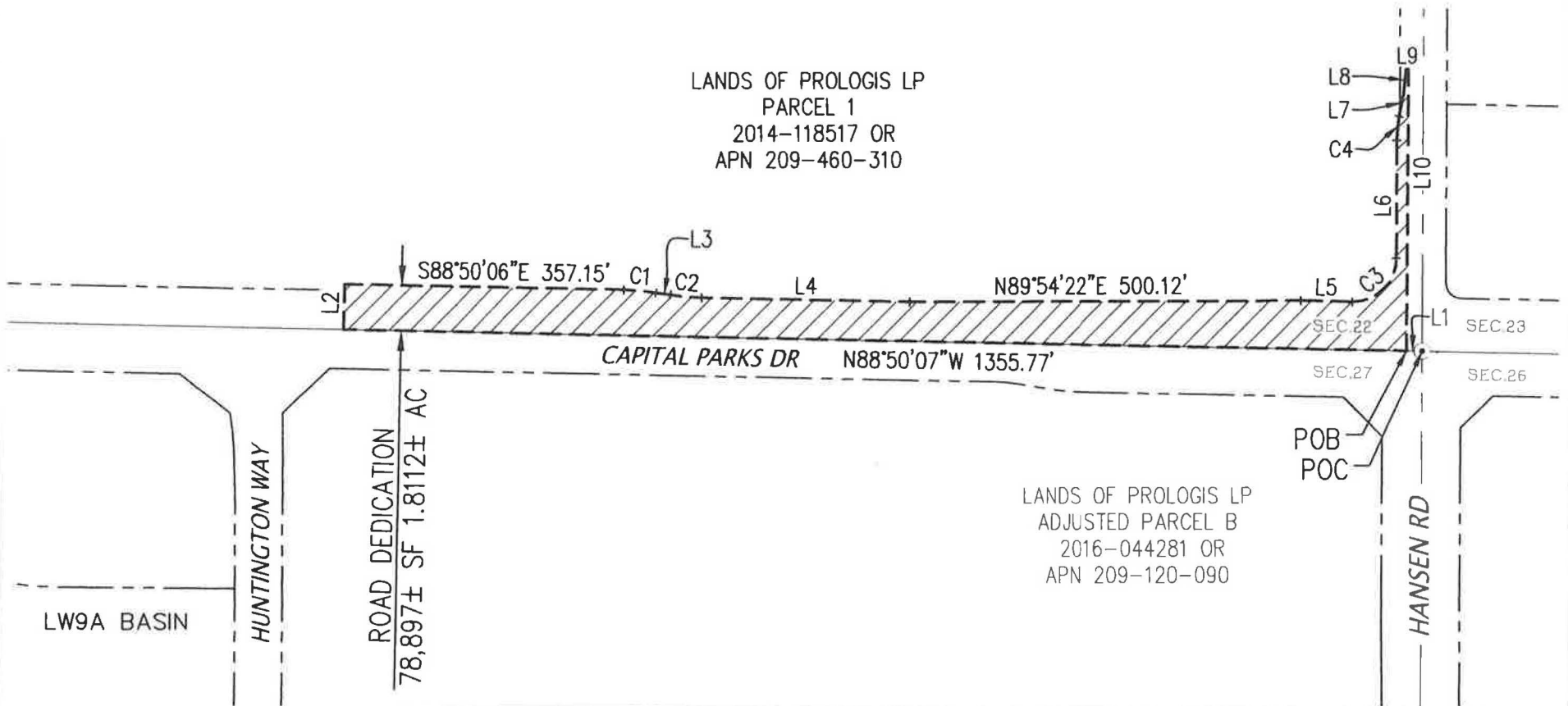
SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

SECTION 22 T2S, R4E, M.D.B.&M.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	20.00'
L2	N1°09'54"E	57.50'
L3	S81°00'22"E	18.22'
L4	S88°50'17"E	263.83'
L5	S88°50'07"E	65.99'
L6	N0°22'49"E	147.82'
L7	N10°46'09"E	30.48'
L8	N5°37'04"E	30.13'
L9	S89°37'11"E	3.34'
L10	S0°30'55"W	354.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	7°49'45"	40.99'
C2	292.00'	7°49'55"	39.91'
C3	55.00'	90°47'04"	87.15'
C4	168.00'	10°23'20"	30.46'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

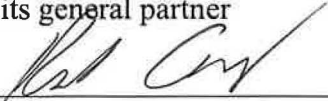
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

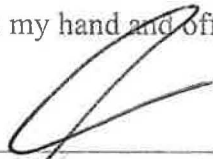
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED PARCELS, NORTH 88° 50' 07" WEST, 1875.98 FEET;

THENCE LEAVING SAID LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 16° 15' 38" EAST, 62.63 FEET,
- 2) SOUTH 88° 50' 25" EAST, 320.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET, THROUGH AN ANGLE OF 07° 50' 03", FOR AN ARC LENGTH OF 40.34 FEET,
- 4) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 5) ALONG SAID CURVE HAVING A RADIUS OF 282.00 FEET, THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 38.35 FEET,
- 6) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 7) ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH AN ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 13.65 FEET, AND
- 8) SOUTH 01° 09' 53" WEST, 53.14 FEET, TO THE **POINT OF BEGINNING**.

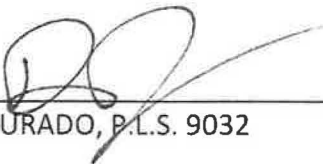
CONTAINING: 96,740 SQUARE FEET OR 2.2209 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION

NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

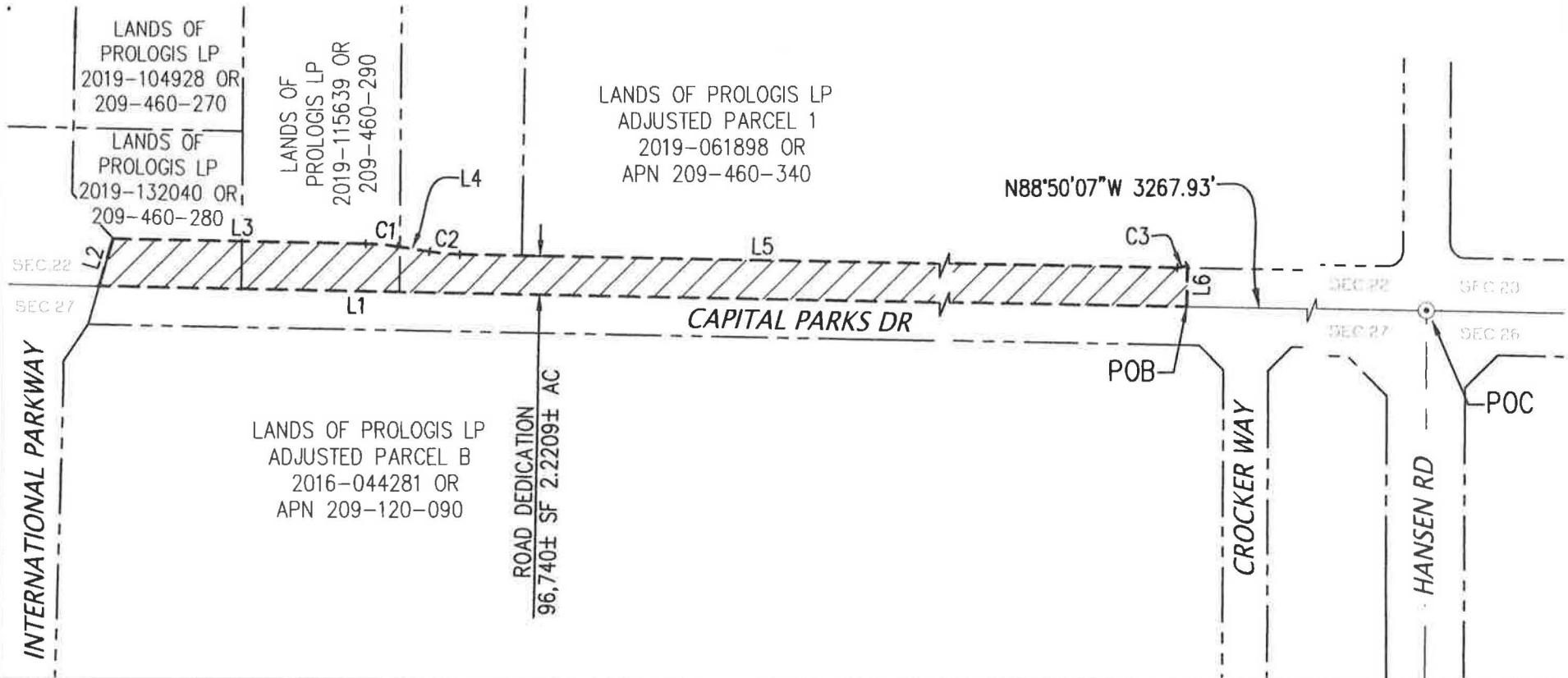
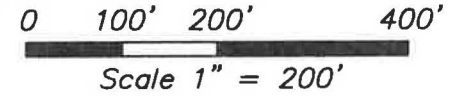
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,875.98'
L2	N16°15'38"E	62.63'
L3	S88°50'25"E	320.12'
L4	S81°00'22"E	41.27'
L5	S88°50'07"E	1,407.06'
L6	S1°09'53"W	53.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°50'03"	40.34'
C2	282.00'	7°49'45"	38.53'
C3	25.00'	31°17'26"	13.65'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
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EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

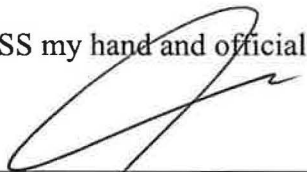
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2021, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY X X X
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 50.51 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTH 00° 22' 49" WEST, 109.92 FEET;

THENCE NORTH 44° 13' 39" WEST, 70.35 FEET;

THENCE NORTH 88° 50' 06" WEST, 331.31 FEET;

THENCE ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET;

THENCE NORTH 81° 00' 22" WEST, 40.72 FEET;

THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET;

THENCE NORTH 88° 50' 06" WEST, 825.35 FEET;

THENCE NORTH 01° 09' 54" EAST, 49.50 FEET, TO A POINT ON SAID NORTHERLY PROPERTY LINE, AND ALSO BEING ON THE NORTHERLY LINE OF SAID SECTION 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1325.27 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 71,701 SQUARE FEET OR 1.6460 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

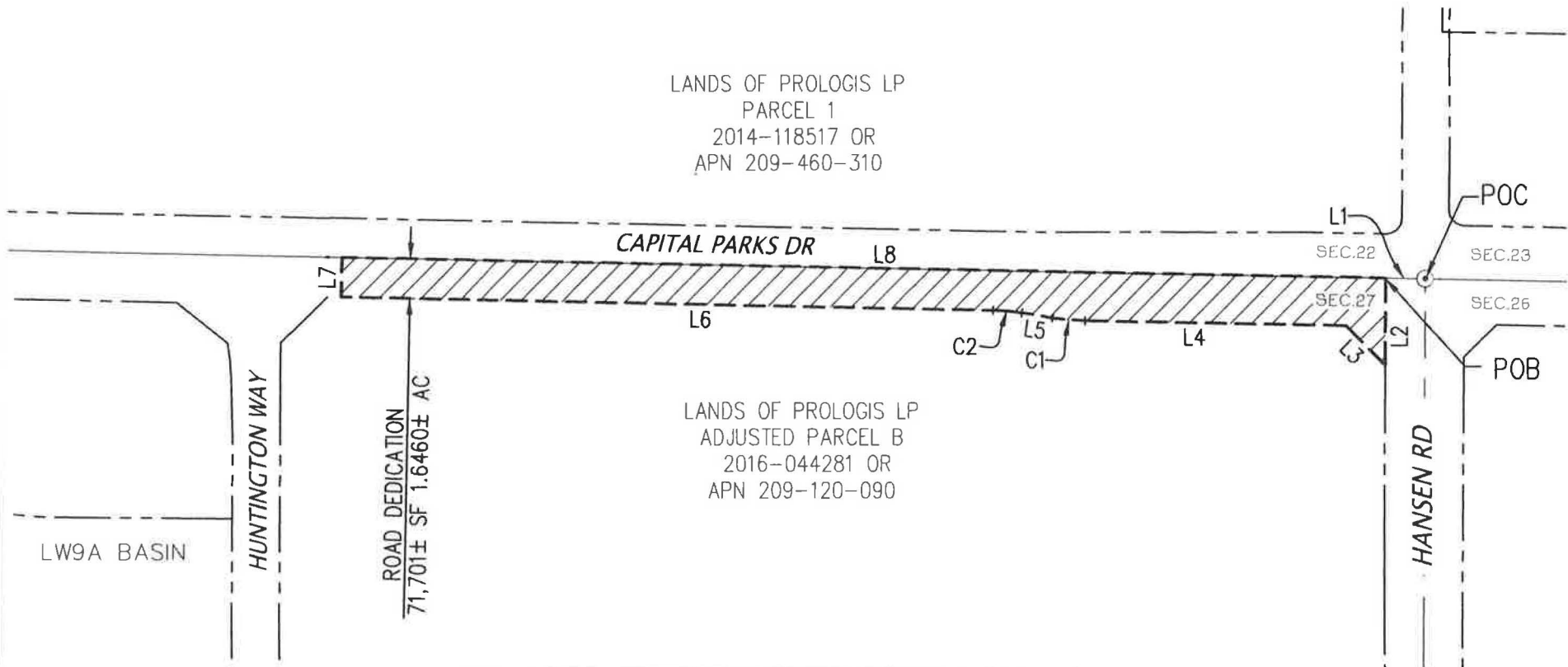
LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



0 100' 200' 400'
Scale 1" = 200'



LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN 209-460-310

LANDS OF PROLOGIS LP
ADJUSTED PARCEL B
2016-044281 OR
APN 209-120-090

LW9A BASIN

HUNTINGTON WAY

ROAD DEDICATION
71,701± SF 1.6460± AC

CAPITAL PARKS DR L8

HANSEN RD



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	50.51'
L2	S0°22'49"W	109.92'
L3	N44°13'39"W	70.35'
L4	N88°50'06"W	331.31'
L5	N81°00'22"W	40.72'
L6	N88°50'06"W	825.35'
L7	N1°09'54"E	49.50'
L8	S88°50'07"E	1,325.27'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	315.00'	7°49'45"	43.04'
C2	270.00'	7°49'45"	36.89'



KIER+WRIGHT

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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: [Signature]

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY XX

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 88° 50' 07" WEST, 306.19 FEET,
- 2) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
- 3) NORTH 81° 00' 22" WEST, 38.54 FEET, AND
- 4) NORTH 88° 50' 07" WEST, 1501.96 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 16° 18' 52" EAST, 51.28 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1873.12 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 95,886 SQUARE FEET OR 2.2012 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25

DATE

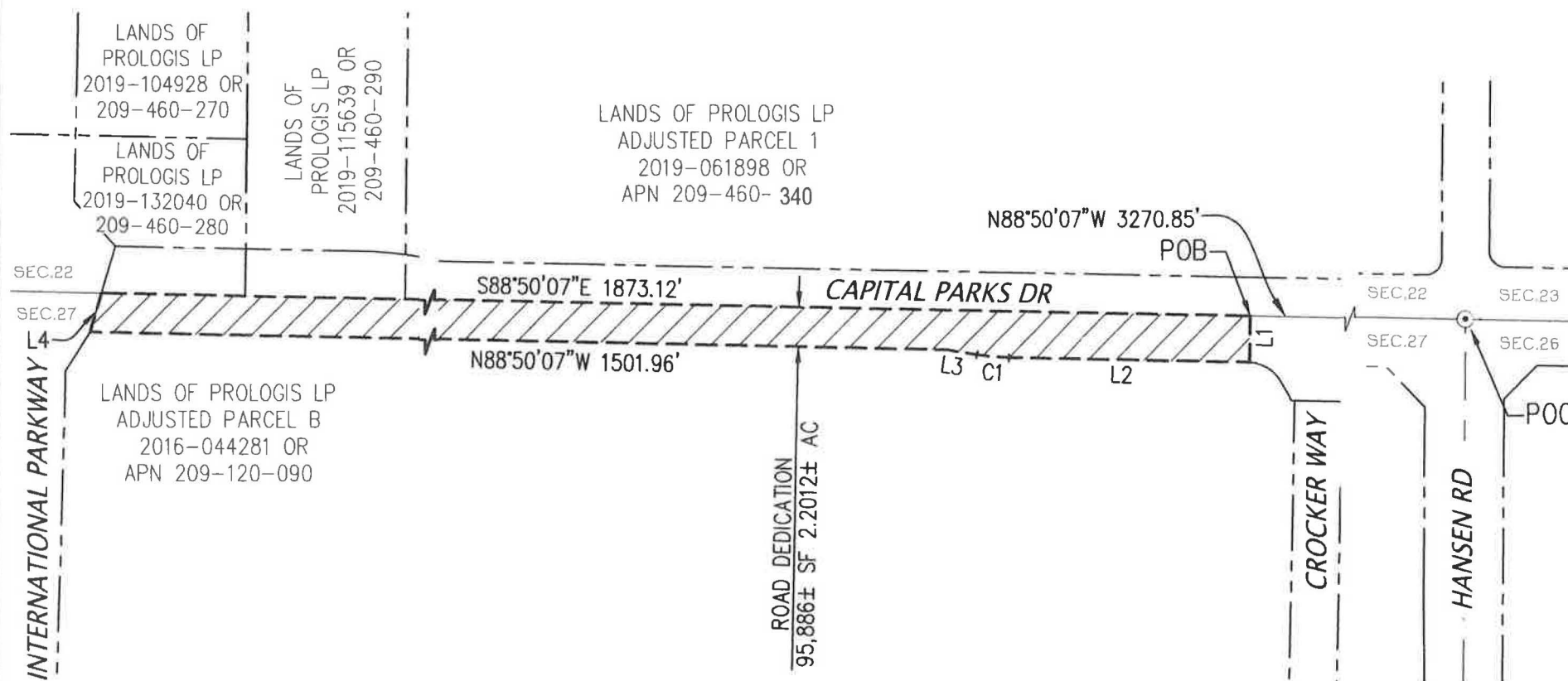
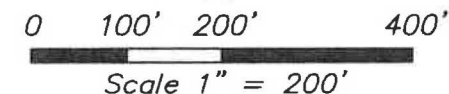


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED ROAD DEDICATION
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	N88°50'07"W	306.19'
L3	N81°00'22"W	38.54'
L4	N16°18'52"E	51.28'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°49'45"	40.31'



KIER+WRIGHT

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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

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SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

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This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.


[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 53" WEST, 420.03 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PROPERTY;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 30' 54" EAST, 524.02 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY (21-132865 O.R.);

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL (21-132865), SOUTH 88° 52' 08" EAST, 13.35 FEET TO A NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 86° 03' 54" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET;

THENCE SOUTH 00° 22' 49" WEST, 288.25 FEET TO A 200.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 40.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET;

THENCE SOUTH 88° 40' 55" EAST, 317.15 FEET;

THENCE SOUTH 88° 30' 20" EAST, 34.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (21-184962 O.R.);

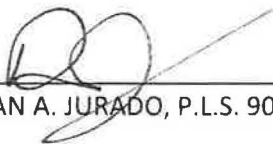
THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 21' 59" WEST, 60.40 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 34,050 SQUARE FEET OR 0.7817 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND AMADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

R=1030.00'
D=4'18'55"
L=77.57'

S88°52'08"E 13.35'

S88°52'08"E 422.79'

S86°03'54"W (R)

N88°52'08"W 418.65'

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

N88°40'55"W 419.23'

ROAD DEDICATION
34,050± SF
0.7817± AC

R=200.00'
D=21'31'25"
L=75.13'

N0°30'54"E 524.02'
S0°22'49"W 288.25'

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

S88°40'55"E 317.15'

S88°30'20"E 34.86'

S0°21'59"W 60.40'

SEC 22

SEC 23

N88°40'53"W 420.03'

R=40.00'
D=67°32'19"
L=47.15'

POB

ADJUSTED PARCEL A
2014-101707(LLA)
2014-101708(DEED)
LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

CAPITAL PARKS DR

HANSEN RD

HANSEN ROAD

N64°37'22"E 1034.26'



0 125' 250' 500'

Scale 1" = 250'

LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-03
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 209-400-10

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Gurmit S. Sandhu and Narinder Pal Kaur, as husband and wife, as joint tenants represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

This document may be executed in counterpart.

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 21 day of Dec., 2021 to be effective as of 12-21,
2021.

Grantor:


GURMIT S. SANDHU


NARINDER PAL KAUR

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of San Joaquin)

On 12-21-2021, before me, Scott W. Van Ausdal
a Notary Public, personally appeared Gurmit S. Samsher and Narinder

Pal Kaur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Scott W. Van Ausdal
Signature of Notary

(Affix seal here)



CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION
Sandhu Property

EXHIBIT "A"
LEGAL DESCRIPTION
SANDHU PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

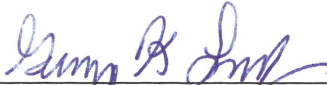
BEING A THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 19, 2005, AS INSTRUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

CONTAINING: 1,265,768 SQUARE FEET OR 29.0580 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

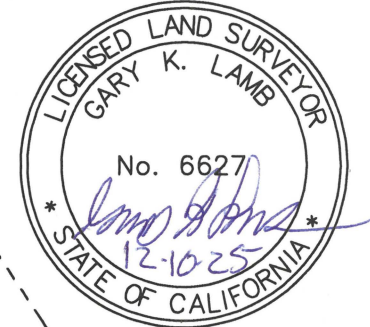
12-10-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

- BOUNDARY LINE
- - - - - OTHER PROPERTY LINE
- - - - - PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- SF SQUARE FEET



LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

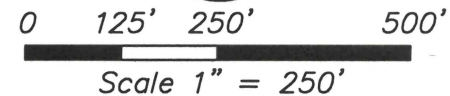
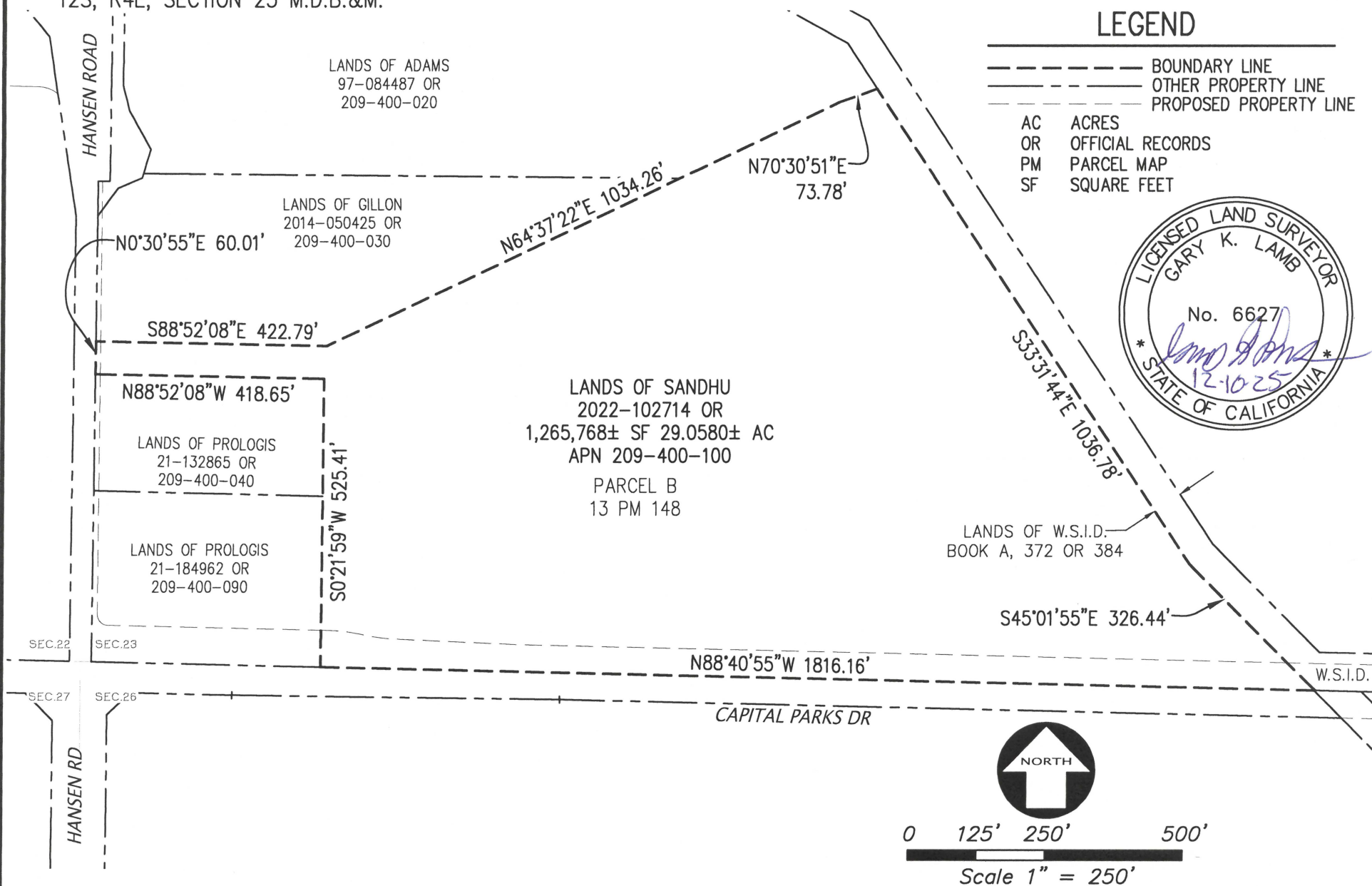
LANDS OF SANDHU
2022-102714 OR
1,265,768± SF 29.0580± AC
APN 209-400-100

PARCEL B
13 PM 148

LANDS OF PROLOGIS
21-132865 OR
209-400-040

LANDS OF PROLOGIS
21-184962 OR
209-400-090

LANDS OF W.S.I.D.
BOOK A, 372 OR 384



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "A"
SANDHU 29 ACRE PARCEL
2022-102714 OR

DATE	NOVEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

TRACY,

CALIFORNIA

EXHIBIT B
PLAT AND LEGAL
DEPICTION

EXHIBIT "B"
LEGAL DESCRIPTION 1M-01
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 30, 2022, AS INSTRUMENT NO. 2022-102714, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL B OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (2022-102714 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 55" WEST, 1,816.16 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 21' 59" EAST, 60.40 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88° 39' 01" EAST, 79.94 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 11° 29' 45" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 07° 57' 24", AN ARC DISTANCE OF 54.25 FEET;

THENCE SOUTH 87° 28' 09" EAST, 235.94 FEET;

SOUTH 88° 40' 55" EAST, 1395.55 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (2022-102714 OR);

THENCE ALONG SAID EASTERLY PROPERTY LINE SOUTH 45° 01' 55" EAST, 71.71 FEET TO THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26;

THENCE ALONG LAST SAID LINE NORTH 88° 50' 55" WEST, 1816.16 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 90,486 SQUARE FEET OR 2.0773 ACRES OF LAND, MORE OR LESS.

PARCEL B

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PROPERTY (2022-102714 OR), SAID POINT IS ALONG THE EASTERLY RIGHT OF WAY OF HANSEN ROAD, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, AND THE EASTERLY RIGHT OF WAY LINE, NORTH 00° 30' 55" EAST, 60.01 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" EAST, 8.63 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 00° 22' 49" WEST, 60.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL;

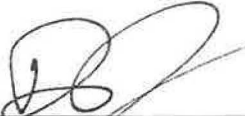
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" WEST, 8.77 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 522 SQUARE FEET OR 0.0120 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.






DEAN A. JURADO, P.L.S. 9032

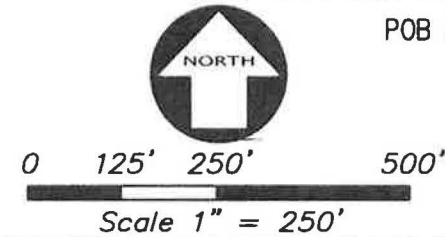
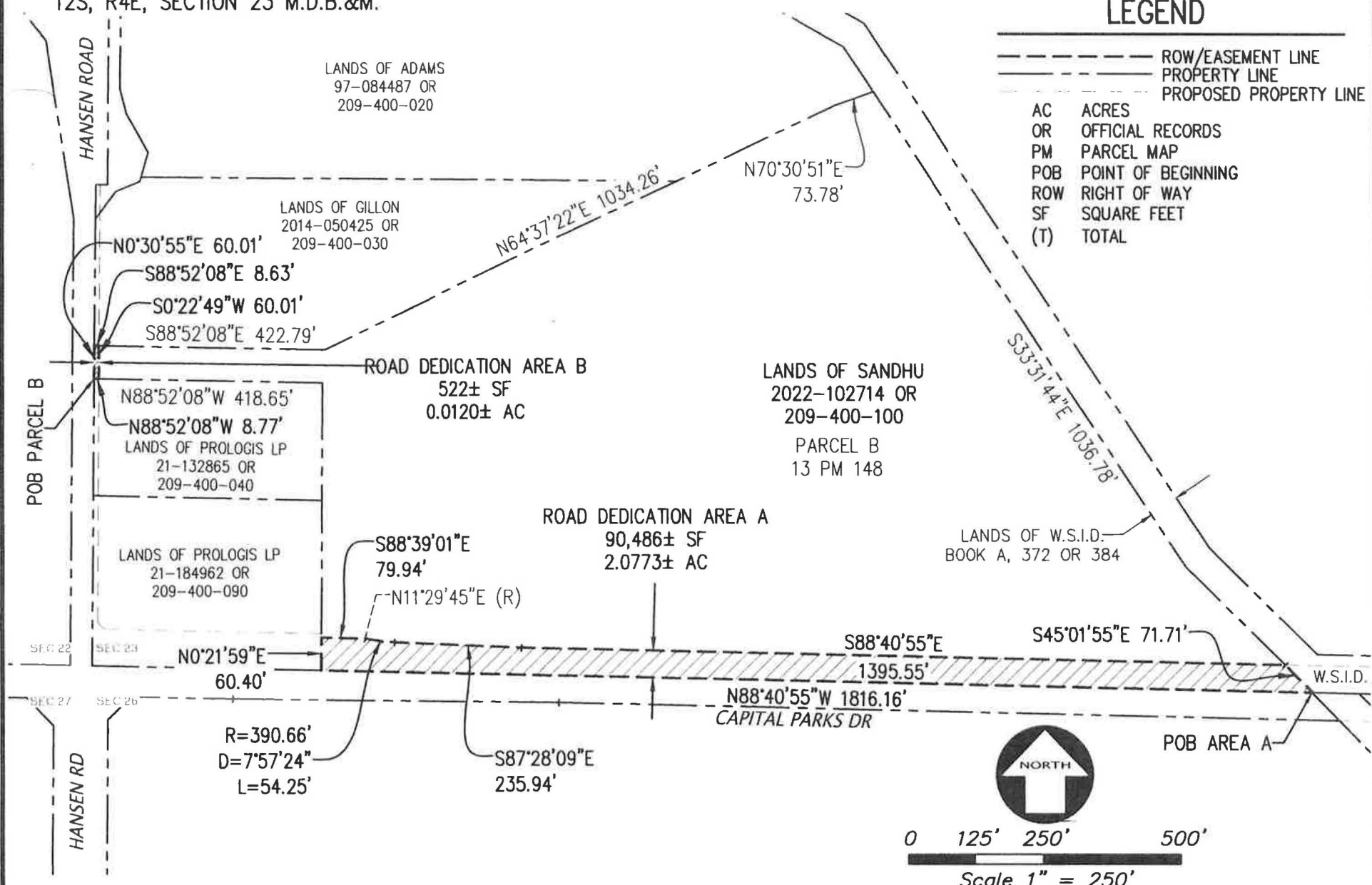
8-28-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

-  ROW/EASEMENT LINE
-  PROPERTY LINE
-  PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-01
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

1. General and special taxes and assessments for the fiscal year 2021-2022.
2. Right of way for a pipe line running in a Northwesterly direction over the Southwesterly corner of the land described herein, together with a right of way for telephone and telegraph lines if desired, as granted to the Valley Pipe Line Co., a corporation, by instrument recorded January 08, 1915 in Book "A" of Deeds, Vol. 252, Page 182 and subsequently assigned to the Shell Oil Company, a corporation, by deed recorded May 10, 1919 in Book "A" of Deeds, Vol. 369, Page 210.
3. An easement for 40 foot right of way and incidental purposes, recorded November 21, 1917 in Book "A" of Deeds, Volume 315, Page 330 .

In Favor of: Pacific Gas and Electric Company
4. An easement for 40 foot right of way and incidental purposes, recorded June 11, 1930 as Book 307, Page 356 of Official Records.

In Favor of: Pacific Gas and Electric Company
5. An easement shown or dedicated on the map of Parcel Map recorded July 25, 2005 and on file in Book 13, Page 148, of Parcel Maps, for Irrigation and incidental purposes.
6. An easement for a subsurface easement for sanitary sewer and incidental purposes, recorded February 23, 1994 as Instrument No. 94025211 of Official Records.

In Favor of: The City of Tracy, a municipal corporation

Exhibit E – Fee Credits

Phase 1M Credit Calculations - Based on 4th City Submittal Dated 12/05/2025

FINAL CREDIT CALCULATION

12/18/2025

Improvements ²	Unit Type	Units	FY 12/13							FY 25/26						
			Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹
PHASE 1M																
Road Costs ³																
Capital Parks Drive - International Pkwy (125 LF east of the intersection) to east of Crocker Way, STA 48+51.90 to 72+90.00 (STA based on Phase 1L plan set start of improvements) - Entire roadway width with no storm drainage	LF	2,438.10	\$ 764.26	\$ 1,863,342.31	\$ 308.77	\$ 752,812.14	\$ 793,235.83	\$ 317,294.34	\$ 1,110,530.17	\$ 1,071.40	\$ 2,612,180.34	\$ 432.86	\$ 1,055,352.97	\$ 1,112,019.55	\$ 444,807.82	\$ 1,556,827.37
Capital Parks Drive - East of Crocker Way to middle of Huntington Way, STA 72+90.00 (STA based on Phase 1L plan set start of improvements) to 85+17.75 - Half the roadway width with no storm drainage (other half of the roadway width will be provided in Ph 1L)	LF	1,227.75	\$ 390.57	\$ 479,522.32	\$ 154.38	\$ 189,540.05	\$ 207,130.19	\$ 82,852.08	\$ 289,982.27	\$ 547.53	\$ 672,229.96	\$ 216.42	\$ 265,712.57	\$ 290,369.56	\$ 116,147.83	\$ 406,517.39
Capital Parks Drive - Middle of Huntington Way to east of Huntington Way, STA 85+17.75 to 86+24.10 - Half the roadway width with no storm drainage (other half of the roadway width and storm drainage will be provided in Ph 1L)	LF	106.35	\$ 390.97	\$ 41,579.66	\$ 154.38	\$ 16,418.31	\$ 17,972.39	\$ 7,188.96	\$ 25,161.35	\$ 548.09	\$ 58,289.37	\$ 216.42	\$ 23,016.52	\$ 25,194.89	\$ 10,077.96	\$ 35,272.85
Capital Parks Drive - East of Huntington Way to Hansen Road, STA 86+24.10 to 94+40.50 - Entire roadway width including the 48" storm drainage	LF	816.40	\$ 1,114.75	\$ 910,081.90	\$ 308.77	\$ 252,079.83	\$ 470,001.48	\$ 188,000.59	\$ 658,002.07	\$ 1,562.75	\$ 1,275,829.10	\$ 432.86	\$ 353,385.90	\$ 658,888.00	\$ 263,555.20	\$ 922,443.20
Capital Parks Drive - East of Huntington Way to Hansen Road (125 LF west of the intersection), STA 94+40.50 to 98+74.89 - Entire roadway width with no storm drainage	LF	434.39	\$ 764.66	\$ 332,160.66	\$ 308.77	\$ 134,126.60	\$ 141,452.90	\$ 56,581.16	\$ 198,034.06	\$ 1,071.96	\$ 465,648.70	\$ 432.86	\$ 188,029.52	\$ 198,299.41	\$ 79,319.77	\$ 277,619.18
Capital Parks Drive - Hansen Road (125 LF east of the intersection) to Medline entrance (end of existing road), STA 101+24.89 to 111+85.09 - 25% of the roadway width is included to account for the transition from two new lanes back into the existing roadway section, no storm drainage, and no signage and striping (temporary)	LF	1,060.20	\$ 192.35	\$ 203,929.47	\$ 77.19	\$ 81,836.84	\$ 87,209.02	\$ 34,883.61	\$ 122,092.63	\$ 269.65	\$ 285,882.93	\$ 108.21	\$ 114,725.50	\$ 122,255.31	\$ 48,902.12	\$ 171,157.43
Capital Parks Drive - Medline entrance (end of existing road) to Road H, STA 111+85.09 to 123+81.08 - Half the roadway width with no storm drainage and no signage and striping (temporary)	LF	1,195.99	\$ 373.42	\$ 446,606.59	\$ 154.38	\$ 184,636.94	\$ 187,121.18	\$ 74,848.47	\$ 261,969.65	\$ 523.49	\$ 626,088.81	\$ 216.42	\$ 258,839.00	\$ 262,321.29	\$ 104,928.52	\$ 367,249.81
Intersection Improvement Hansen and Capital Parks Drive (54) - - Included: Signal, SB: LT, WB: 2 LT, TH, TH/RT, EB: LT, 2 TH, RT (EB: TH lane provided in lieu of the Master Plan EB: free right lane) - Not included: NB: 2 LT, RT, free right (NB: 2 LT, RT lanes were provided in Phase 1B)	EA	1.00	\$ 1,005,034.08	\$ 1,005,034.08	N/A	\$ 104,683.20	\$ 643,107.77	\$ 257,243.11	\$ 900,350.88	\$ 1,408,938.09	\$ 1,408,938.09	N/A	\$ 146,753.37	\$ 901,560.51	\$ 360,624.21	\$ 1,262,184.72
Subtotal Road				\$ 5,282,256.97		\$ 1,716,133.91	\$ 2,547,230.76	\$ 1,018,892.31	\$ 3,566,123.07		\$ 7,405,087.30		\$ 2,405,815.35	\$ 3,570,908.52	\$ 1,428,363.43	\$ 4,999,271.95
Water Costs ^{4,5}																
16" Capital Parks Drive from International Pkwy to Crocker Way (STA 48+44.60 to 68+06.16)	LF	1,961.56	\$ 273.70	\$ 536,878.97	\$ -	\$ -	\$ 383,484.98	\$ 153,393.99	\$ 536,878.97	\$ 383.69	\$ 752,630.96	\$ -	\$ -	\$ 537,593.54	\$ 215,037.42	\$ 752,630.96
16" Capital Parks Drive from Hansen Road to Road H (STA 100+11.98 to 123+75.00)	LF	2,363.02	\$ 273.70	\$ 646,758.57	\$ -	\$ -	\$ 461,970.41	\$ 184,788.16	\$ 646,758.57	\$ 383.69	\$ 906,667.14	\$ -	\$ -	\$ 647,619.39	\$ 259,047.75	\$ 906,667.14
Subtotal Water				\$ 1,183,637.55		\$ -	\$ 845,455.39	\$ 338,182.16	\$ 1,183,637.55		\$ 1,659,298.10		\$ -	\$ 1,185,212.93	\$ 474,085.17	\$ 1,659,298.10
Total Phase 1M				\$ 6,465,894.52		\$ 1,716,133.91	\$ 3,392,686.15	\$ 1,357,074.46	\$ 4,749,760.61		\$ 9,064,385.40		\$ 2,405,815.35	\$ 4,756,121.45	\$ 1,902,448.60	\$ 6,658,570.05

Notes:

¹ The 5% program management (PM) must be paid by the Developer to the City prior to receiving credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.

² Based on the International Park of Commerce Street Improvement Plans - Phase 1M (Fourth City submittal) dated 12/05/25.

³ Based on the City of Tracy Transportation Master Plan adopted in 2014. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

⁴ Based on the City of Tracy Water Master Plan adopted in 2014. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

⁵ Assumes 85% Pricing.

Fees Due at time of Building Permit ¹

Improvements	FY 12/13					FY 25/26				
	Plan Check ²	CM & I 3%	Conting 5%	PM 5%	Total Costs Due to City at BP	Plan Check ²	CM & I 3%	Conting 5%	PM 5%	Total Costs Due to City at BP
Road Costs										
Capital Parks Drive - International Pkwy (125 LF east of the intersection) to east of Crocker Way, STA 48+51.90 to 72+90.00 (STA based on Phase 1L plan set start of improvements) - Entire roadway width with no storm drainage	TBD	\$ 23,797.07	\$ 39,661.79	\$ 39,661.79	\$ 103,120.65	TBD	\$ 33,360.59	\$ 55,600.98	\$ 55,600.98	\$ 144,562.55
Capital Parks Drive - East of Crocker Way to middle of Huntington Way, STA 72+90.00 (STA based on Phase 1L plan set start of improvements) to 85+17.75 - Half the roadway width with no storm drainage (other half of the roadway width will be provided in Ph 1L)	TBD	\$ 6,213.91	\$ 10,356.51	\$ 10,356.51	\$ 26,926.93	TBD	\$ 8,711.09	\$ 14,518.48	\$ 14,518.48	\$ 37,748.05
Capital Parks Drive - Middle of Huntington Way to east of Huntington Way, STA 85+17.75 to 86+24.10 - Half the roadway width with no storm drainage (other half of the roadway width and storm drainage will be provided in Ph 1L)	TBD	\$ 539.17	\$ 898.62	\$ 898.62	\$ 2,336.41	TBD	\$ 755.85	\$ 1,259.74	\$ 1,259.74	\$ 3,275.33
Capital Parks Drive - East of Huntington Way to Hansen Road, STA 86+24.10 to 94+40.50 - Entire roadway width including the 48" storm drainage	TBD	\$ 14,100.04	\$ 23,500.07	\$ 23,500.07	\$ 61,100.18	TBD	\$ 19,766.64	\$ 32,944.40	\$ 32,944.40	\$ 85,655.44
Capital Parks Drive - East of Huntington Way to Hansen Road (125 LF west of the intersection), STA 94+40.50 to 98+74.89 - Entire roadway width with no storm drainage	TBD	\$ 4,243.59	\$ 7,072.65	\$ 7,072.65	\$ 18,388.89	TBD	\$ 5,948.98	\$ 9,914.97	\$ 9,914.97	\$ 25,778.92
Capital Parks Drive - Hansen Road (125 LF east of the intersection) to Medline entrance (end of existing road), STA 101+24.89 to 111+85.09 - 25% of the roadway width is included to account for the transition from two new lanes back into the existing roadway section, no storm drainage, and no signage and striping (temporary)	TBD	\$ 2,616.27	\$ 4,360.45	\$ 4,360.45	\$ 11,337.17	TBD	\$ 3,667.66	\$ 6,112.77	\$ 6,112.77	\$ 15,893.20
Capital Parks Drive - Medline entrance (end of existing road) to Road H, STA 111+85.09 to 123+81.08 - Half the roadway width with no storm drainage and no signage and striping (temporary)	TBD	\$ 5,613.64	\$ 9,356.06	\$ 9,356.06	\$ 24,325.76	TBD	\$ 7,869.64	\$ 13,116.06	\$ 13,116.06	\$ 34,101.76
Intersection Improvement Hansen and Capital Parks Drive (54) - - Included: Signal, SB: LT, WB: 2 LT, TH, TH/RT, EB: LT, 2 TH, RT (EB: TH lane provided in lieu of the Master Plan EB: free right lane) - Not included: NB: 2 LT, RT, free right (NB: 2 LT, RT lanes were provided in Phase 1B)	TBD	\$ 19,293.23	\$ 32,155.39	\$ 32,155.39	\$ 83,604.01	TBD	\$ 27,046.82	\$ 45,078.03	\$ 45,078.03	\$ 117,202.88
Subtotal Road	TBD	\$ 76,416.92	\$ 127,361.54	\$ 127,361.54	\$ 331,140.00	TBD	\$ 107,127.27	\$ 178,545.43	\$ 178,545.43	\$ 464,218.13
Water Costs										
16" Capital Parks Drive from International Pkwy to Crocker Way (STA 48+44.60 to 68+06.16)	TBD	\$ 11,504.55	\$ 19,174.25	\$ 19,174.25	\$ 49,853.05	TBD	\$ 16,127.81	\$ 26,879.68	\$ 26,879.68	\$ 69,887.17
16" Capital Parks Drive from Hansen Road to Road H (STA 100+11.98 to 123+75.00)	TBD	\$ 13,859.11	\$ 23,098.52	\$ 23,098.52	\$ 60,056.15	TBD	\$ 19,428.58	\$ 32,380.97	\$ 32,380.97	\$ 84,190.52
Subtotal Water	TBD	\$ 25,363.66	\$ 42,272.77	\$ 42,272.77	\$ 109,909.20	TBD	\$ 35,556.39	\$ 59,260.65	\$ 59,260.65	\$ 154,077.69
Total	TBD	\$ 101,780.58	\$ 169,634.31	\$ 169,634.31	\$ 441,049.20	TBD	\$ 142,683.66	\$ 237,806.08	\$ 237,806.08	\$ 618,295.82

Notes:

¹ Fees due at Building Permit Issuance are calculated as percentages of the estimated construction cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees rather than paying the Program Management Fees at the time of Building Permit issuance.

² Plan Check Fees are calculated in accordance with the Amendment to the Master Fee Schedule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Exhibit F – BBID Future IOD Area (Legal Description & Plat)

LEGAL DESCRIPTION
IRRIGATION EASEMENT FOR BYRON BETHANY IRRIGATION DISTRICT

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF WEST SIDE IRRIGATION DISTRICT, AS DESCRIBED IN THAT GRANT DEED, RECORDED IN BOOK "A" OF DEEDS, VOLUME 372, PAGE 384, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, NORTH 88° 40' 55" WEST, 2945.57 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LANDS OF WEST SIDE IRRIGATION DISTRICT, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE, ALONG SAID NORTHEASTERLY LINE, SOUTH 44° 40' 37" EAST, 228.90 FEET;


THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 1° 09' 54" WEST, 83.63 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LANDS OF WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 44° 40' 37" WEST, 349.28 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG SAID NORTH LINE, SOUTH 86.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 17,345 SQUARE FEET, OR 0.3982 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN JURADO, P.L.S. 9032

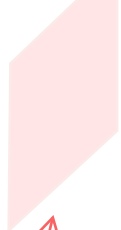
9-18-23
DATE



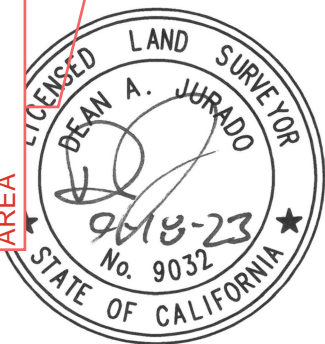


0 50' 100' 200'

Scale 1" = 100 ft



APPROXIMATE
FUTURE BBID IOD
AREA



BYRON BETHANY IRRIGATION DISTRICT
IRRIGATION EASEMENT
AREA = 17,345± SQUARE FEET OR 0.3982± ACRES

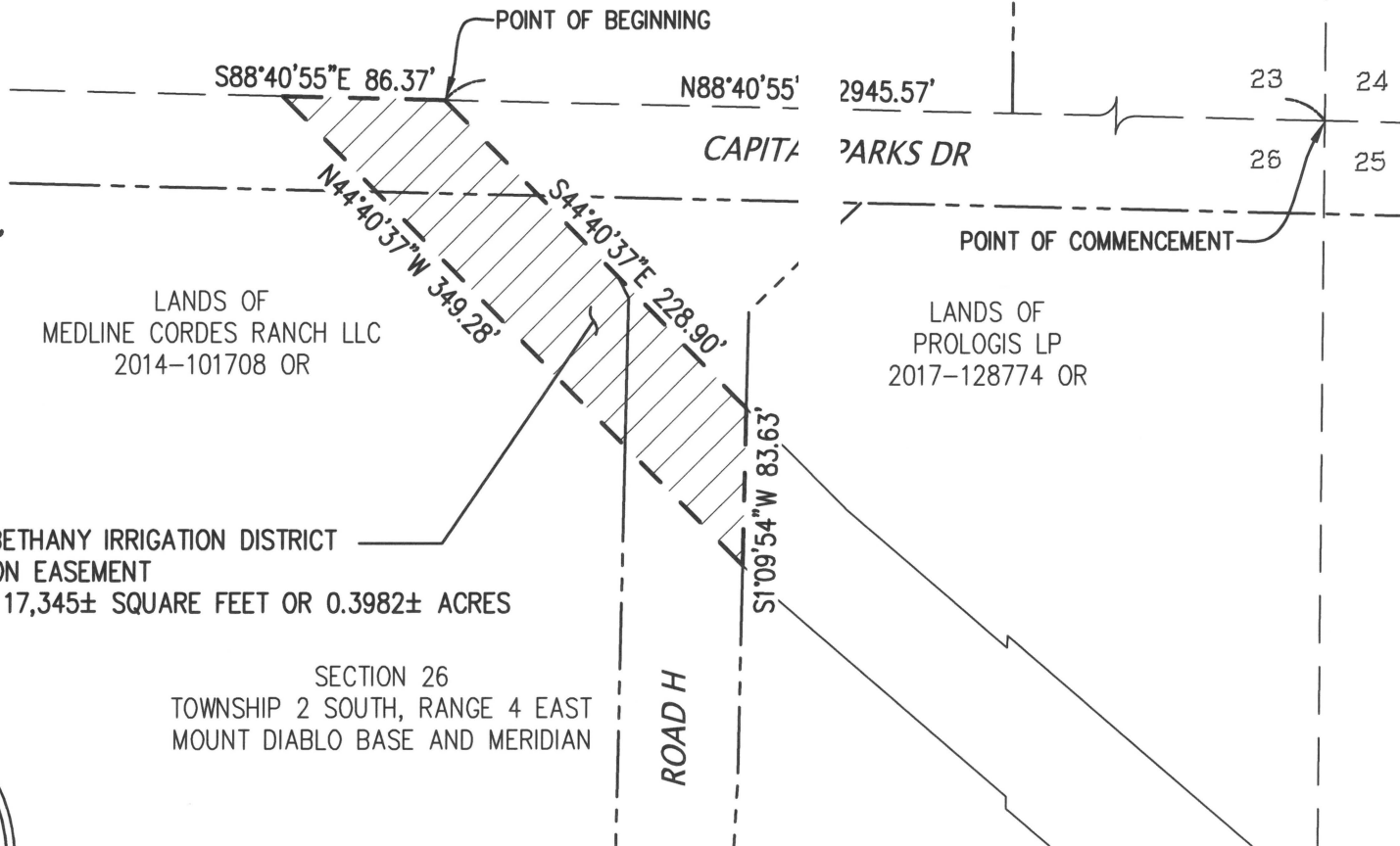
SECTION 26
TOWNSHIP 2 SOUTH, RANGE 4 EAST
MOUNT DIABLO BASE AND MERIDIAN

LANDS OF
MEDLINE CORDES RANCH LLC
2014-101708 OR

LANDS OF
POMBO PROPERTIES, LLC
2019-062893 OR

LANDS OF
POMBO PROPERTIES, LLC
2019-062893 OR

LANDS OF
PROLOGIS LP
2017-128774 OR



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
IRRIGATION EASEMENT FOR BYRON BETHANY
IRRIGATION DISTRICT UPPER MAIN CANAL

TRACY,

CALIFORNIA

DATE	SEPT., 2023
SCALE	1" = 100'
BY	JF
JOB NO.	A09500-417
SHEET	1 OF 1

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

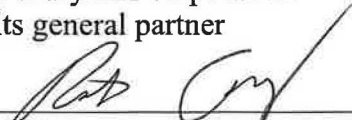
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 20.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1355.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 54" EAST, 57.50 FEET;

THENCE SOUTH 88° 50' 06" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.99 FEET;

THENCE SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 292.00 FEET THROUGH AN ANGLE OF 07° 49' 55" FOR AN ARC LENGTH OF 39.91 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 88° 50' 17" EAST, 263.83 FEET;

THENCE NORTH 89° 54' 22" EAST, 500.12 FEET;

THENCE SOUTH 88° 50' 07" EAST, 65.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET THROUGH AN ANGLE OF 90° 47' 04" FOR AN ARC LENGTH OF 87.15 FEET;

THENCE NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 168.00 FEET THROUGH A CENTRAL ANGLE OF 10° 23' 20" FOR AN ARC LENGTH OF 30.46 FEET;

THENCE NORTH 10° 46' 09" EAST, 30.48 FEET;

THENCE NORTH 05° 37' 04" EAST, 30.13 FEET;

THENCE SOUTH 89° 37' 11" EAST, 3.34 FEET;

THENCE SOUTH 00° 30' 55" WEST, 354.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 78,897 SQUARE FEET OR 1.8112 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

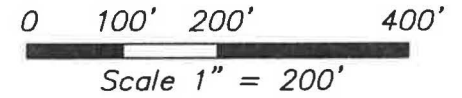
10-13-25
DATE



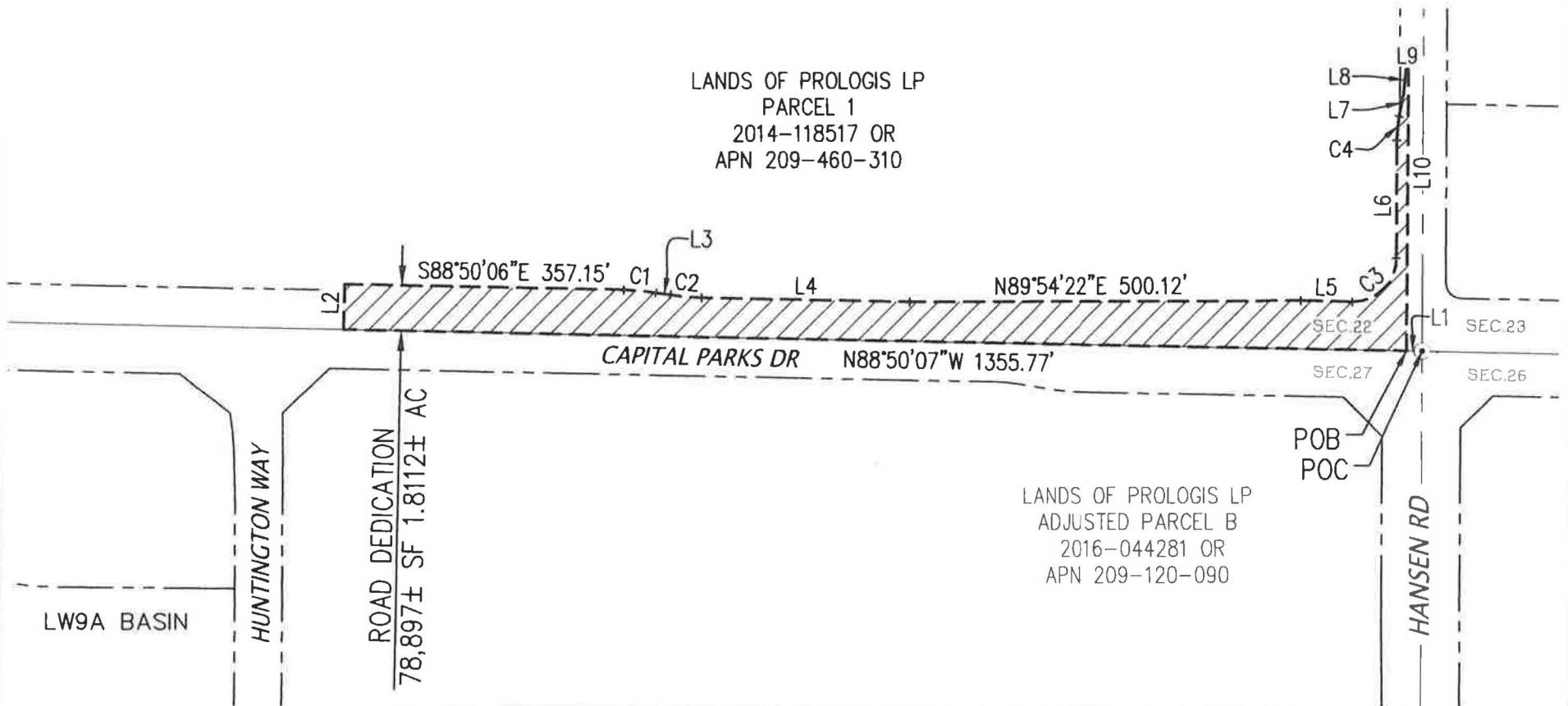
SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



LANDS OF PROLOGIS LP
 ADJUSTED PARCEL B
 2016-044281 OR
 APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

SECTION 22 T2S, R4E, M.D.B.&M.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	20.00'
L2	N1°09'54"E	57.50'
L3	S81°00'22"E	18.22'
L4	S88°50'17"E	263.83'
L5	S88°50'07"E	65.99'
L6	N0°22'49"E	147.82'
L7	N10°46'09"E	30.48'
L8	N5°37'04"E	30.13'
L9	S89°37'11"E	3.34'
L10	S0°30'55"W	354.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	7°49'45"	40.99'
C2	292.00'	7°49'55"	39.91'
C3	55.00'	90°47'04"	87.15'
C4	168.00'	10°23'20"	30.46'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

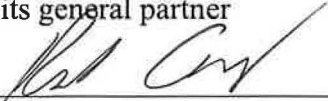
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

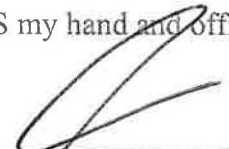
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED PARCELS, NORTH 88° 50' 07" WEST, 1875.98 FEET;

THENCE LEAVING SAID LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 16° 15' 38" EAST, 62.63 FEET,
- 2) SOUTH 88° 50' 25" EAST, 320.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET, THROUGH AN ANGLE OF 07° 50' 03", FOR AN ARC LENGTH OF 40.34 FEET,
- 4) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 5) ALONG SAID CURVE HAVING A RADIUS OF 282.00 FEET, THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 38.35 FEET,
- 6) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 7) ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH AN ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 13.65 FEET, AND
- 8) SOUTH 01° 09' 53" WEST, 53.14 FEET, TO THE **POINT OF BEGINNING**.

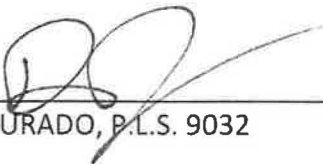
CONTAINING: 96,740 SQUARE FEET OR 2.2209 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION

NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

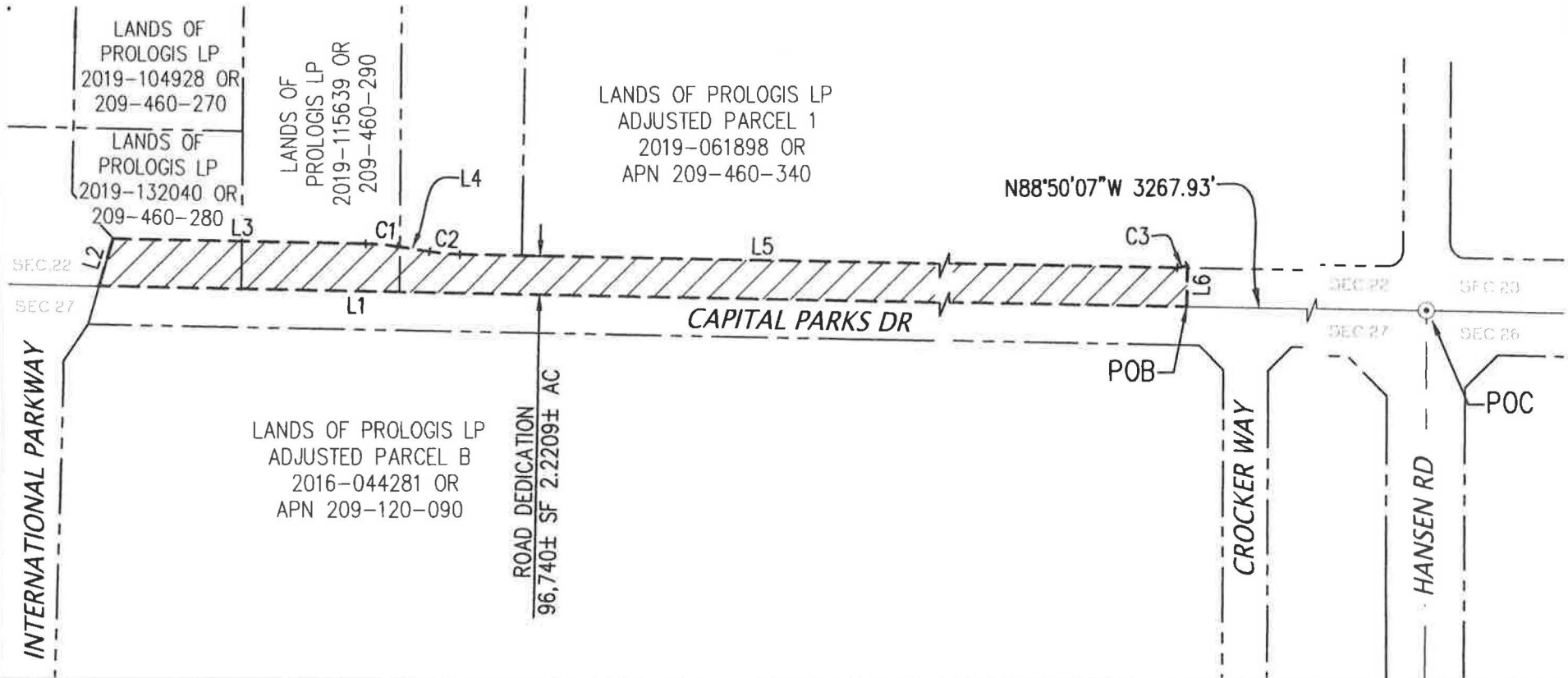
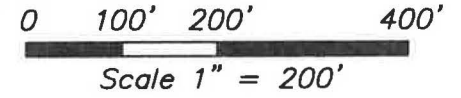
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,875.98'
L2	N16°15'38"E	62.63'
L3	S88°50'25"E	320.12'
L4	S81°00'22"E	41.27'
L5	S88°50'07"E	1,407.06'
L6	S1°09'53"W	53.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°50'03"	40.34'
C2	282.00'	7°49'45"	38.53'
C3	25.00'	31°17'26"	13.65'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

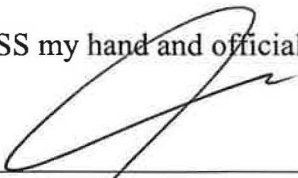
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2021, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY X X X
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 50.51 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTH 00° 22' 49" WEST, 109.92 FEET;

THENCE NORTH 44° 13' 39" WEST, 70.35 FEET;

THENCE NORTH 88° 50' 06" WEST, 331.31 FEET;

THENCE ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET;

THENCE NORTH 81° 00' 22" WEST, 40.72 FEET;

THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET;

THENCE NORTH 88° 50' 06" WEST, 825.35 FEET;

THENCE NORTH 01° 09' 54" EAST, 49.50 FEET, TO A POINT ON SAID NORTHERLY PROPERTY LINE, AND ALSO BEING ON THE NORTHERLY LINE OF SAID SECTION 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1325.27 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 71,701 SQUARE FEET OR 1.6460 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE

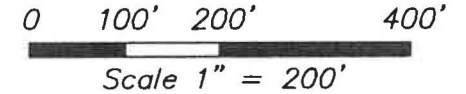


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

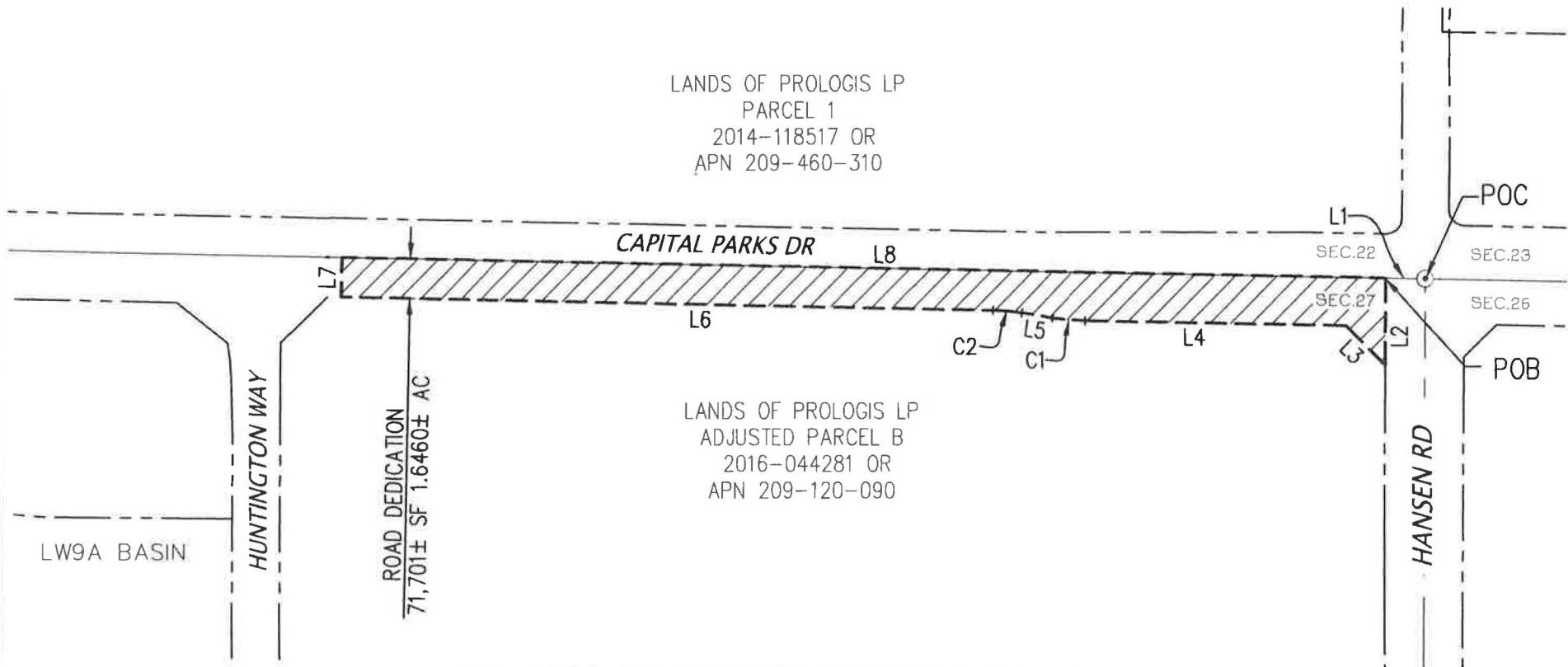
- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310

LANDS OF PROLOGIS LP
 ADJUSTED PARCEL B
 2016-044281 OR
 APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	50.51'
L2	S0°22'49"W	109.92'
L3	N44°13'39"W	70.35'
L4	N88°50'06"W	331.31'
L5	N81°00'22"W	40.72'
L6	N88°50'06"W	825.35'
L7	N1°09'54"E	49.50'
L8	S88°50'07"E	1,325.27'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	315.00'	7°49'45"	43.04'
C2	270.00'	7°49'45"	36.89'



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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: [Signature]

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY XX

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 88° 50' 07" WEST, 306.19 FEET,
- 2) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
- 3) NORTH 81° 00' 22" WEST, 38.54 FEET, AND
- 4) NORTH 88° 50' 07" WEST, 1501.96 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 16° 18' 52" EAST, 51.28 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1873.12 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 95,886 SQUARE FEET OR 2.2012 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE

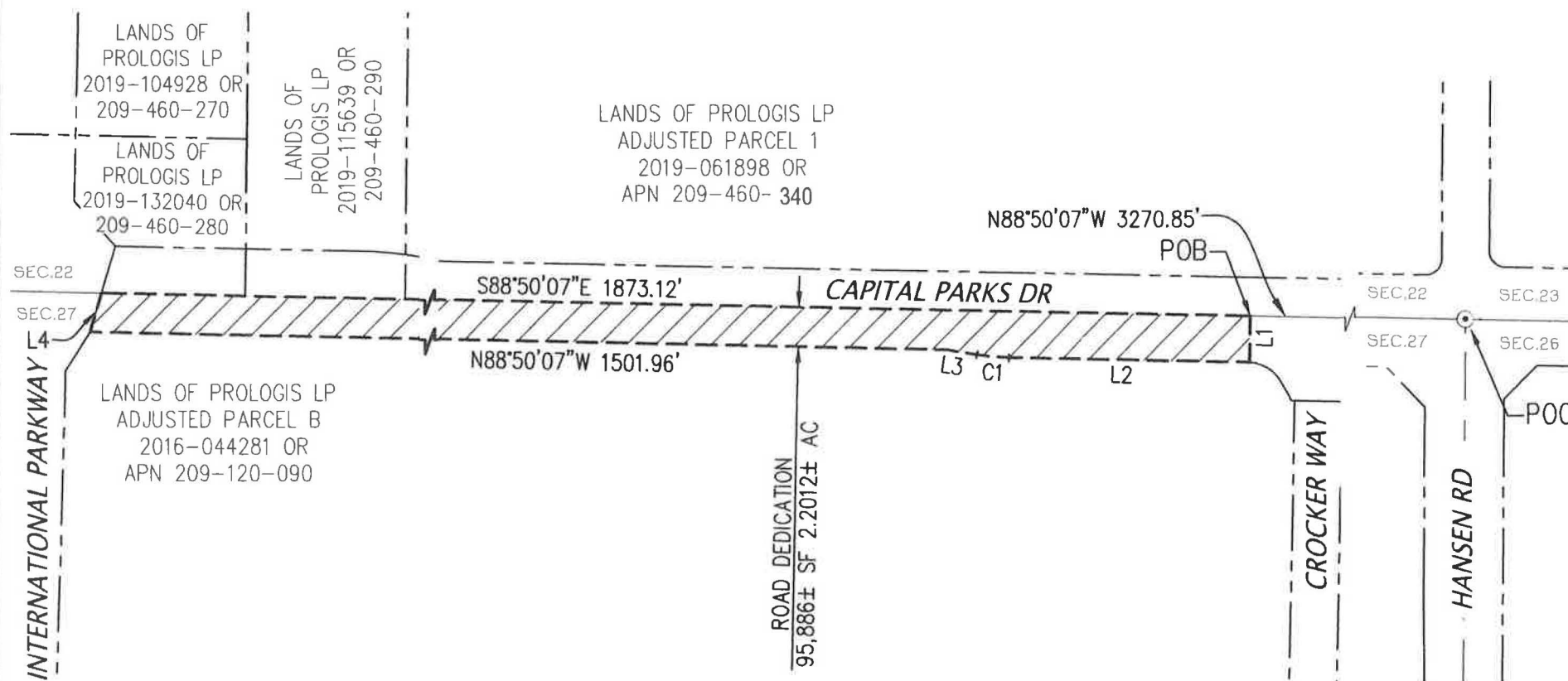
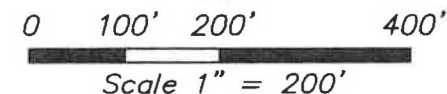


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED ROAD DEDICATION
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	N88°50'07"W	306.19'
L3	N81°00'22"W	38.54'
L4	N16°18'52"E	51.28'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°49'45"	40.31'



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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

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SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

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[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 53" WEST, 420.03 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PROPERTY;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 30' 54" EAST, 524.02 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY (21-132865 O.R.);

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL (21-132865), SOUTH 88° 52' 08" EAST, 13.35 FEET TO A NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 86° 03' 54" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET;

THENCE SOUTH 00° 22' 49" WEST, 288.25 FEET TO A 200.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 40.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET;

THENCE SOUTH 88° 40' 55" EAST, 317.15 FEET;

THENCE SOUTH 88° 30' 20" EAST, 34.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (21-184962 O.R.);

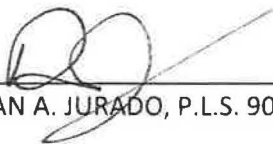
THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 21' 59" WEST, 60.40 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 34,050 SQUARE FEET OR 0.7817 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND AMADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

R=1030.00'
D=4'18'55"
L=77.57'

S88°52'08"E 13.35'

S88°52'08"E 422.79'

S86°03'54"W (R)

N88°52'08"W 418.65'

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

N88°40'55"W 419.23'

ROAD DEDICATION
34,050± SF
0.7817± AC

R=200.00'
D=21'31'25"
L=75.13'

N0°30'54"E 524.02'
S0°22'49"W 288.25'

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

S88°40'55"E 317.15'

S88°30'20"E 34.86'

S0°21'59"W 60.40'

SEC 22

SEC 23

N88°40'53"W 420.03'

R=40.00'
D=67°32'19"
L=47.15'

POB

ADJUSTED PARCEL A
2014-101707(LLA)
2014-101708(DEED)
LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

CAPITAL PARKS DR

HANSEN RD

HANSEN ROAD

N64°37'22"E 1034.26'



0 125' 250' 500'

Scale 1" = 250'

LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-03
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 209-400-10

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Gurmit S. Sandhu and Narinder Pal Kaur, as husband and wife, as joint tenants represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

This document may be executed in counterpart.

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 21 day of Dec., 2021 to be effective as of 12-21,
2021.

Grantor:


GURMIT S. SANDHU


NARINDER PAL KAUR

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of San Joaquin)

On 12-21-2021, before me, Scott W. Van Ausdal
a Notary Public, personally appeared Gurmit S. Samsher and Narinder

Pal Kaur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Scott W. Van Ausdal
Signature of Notary

(Affix seal here)



CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION
Sandhu Property

EXHIBIT "A"
LEGAL DESCRIPTION
SANDHU PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

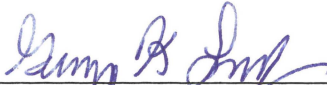
BEING A THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 19, 2005, AS INSTRUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

CONTAINING: 1,265,768 SQUARE FEET OR 29.0580 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

12-10-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

- BOUNDARY LINE
- - - OTHER PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- SF SQUARE FEET



LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

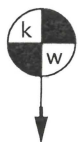
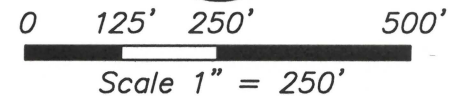
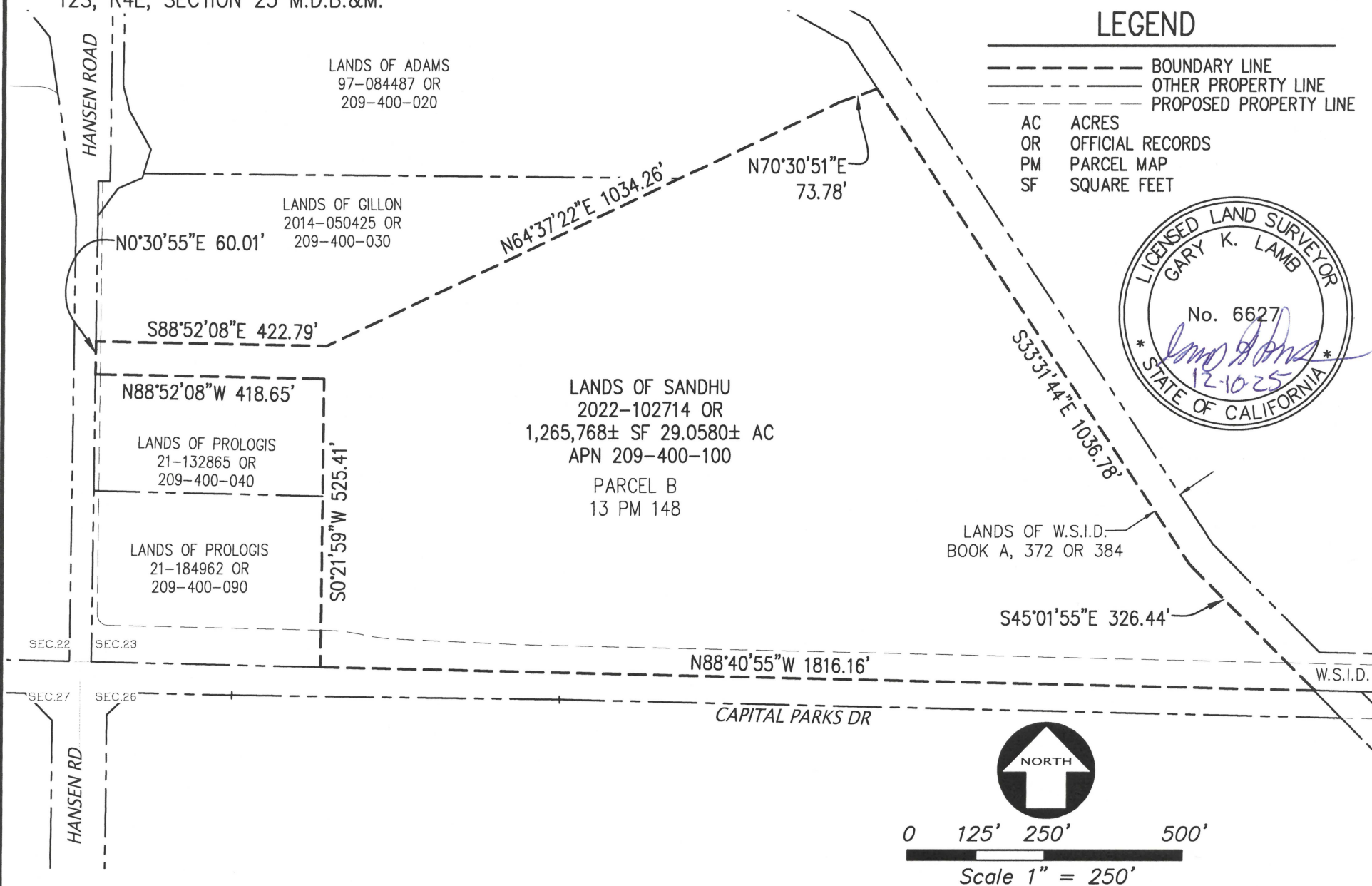
LANDS OF SANDHU
2022-102714 OR
1,265,768± SF 29.0580± AC
APN 209-400-100

PARCEL B
13 PM 148

LANDS OF PROLOGIS
21-132865 OR
209-400-040

LANDS OF PROLOGIS
21-184962 OR
209-400-090

LANDS OF W.S.I.D.
BOOK A, 372 OR 384



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "A"
SANDHU 29 ACRE PARCEL
2022-102714 OR

TRACY,

CALIFORNIA

DATE	NOVEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT B
PLAT AND LEGAL
DEPICTION

EXHIBIT "B"
LEGAL DESCRIPTION 1M-01
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 30, 2022, AS INSTRUMENT NO. 2022-102714, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL B OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (2022-102714 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 55" WEST, 1,816.16 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 21' 59" EAST, 60.40 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88° 39' 01" EAST, 79.94 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 11° 29' 45" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 07° 57' 24", AN ARC DISTANCE OF 54.25 FEET;

THENCE SOUTH 87° 28' 09" EAST, 235.94 FEET;

SOUTH 88° 40' 55" EAST, 1395.55 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (2022-102714 OR);

THENCE ALONG SAID EASTERLY PROPERTY LINE SOUTH 45° 01' 55" EAST, 71.71 FEET TO THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26;

THENCE ALONG LAST SAID LINE NORTH 88° 50' 55" WEST, 1816.16 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 90,486 SQUARE FEET OR 2.0773 ACRES OF LAND, MORE OR LESS.

PARCEL B

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PROPERTY (2022-102714 OR), SAID POINT IS ALONG THE EASTERLY RIGHT OF WAY OF HANSEN ROAD, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, AND THE EASTERLY RIGHT OF WAY LINE, NORTH 00° 30' 55" EAST, 60.01 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" EAST, 8.63 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 00° 22' 49" WEST, 60.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL;

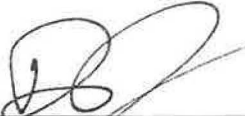
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" WEST, 8.77 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 522 SQUARE FEET OR 0.0120 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.






DEAN A. JURADO, P.L.S. 9032

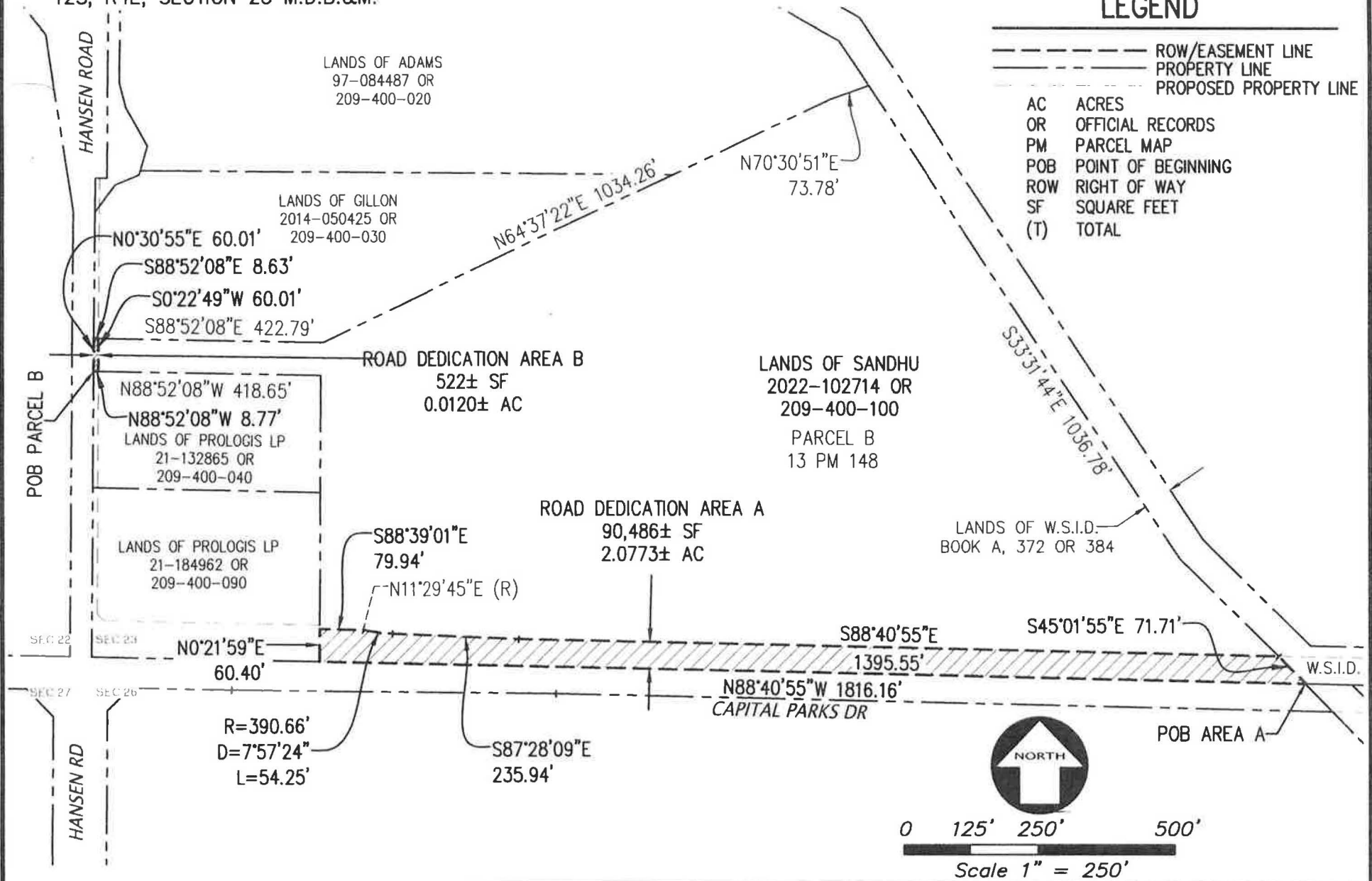
8-28-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

-  ROW/EASEMENT LINE
-  PROPERTY LINE
-  PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



 **KIER & WRIGHT**
CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-01
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

1. General and special taxes and assessments for the fiscal year 2021-2022.

2. Right of way for a pipe line running in a Northwesterly direction over the Southwesterly corner of the land described herein, together with a right of way for telephone and telegraph lines if desired, as granted to the Valley Pipe Line Co., a corporation, by instrument recorded January 08, 1915 in Book "A" of Deeds, Vol. 252, Page 182 and subsequently assigned to the Shell Oil Company, a corporation, by deed recorded May 10, 1919 in Book "A" of Deeds, Vol. 369, Page 210.

3. An easement for 40 foot right of way and incidental purposes, recorded November 21, 1917 in Book "A" of Deeds, Volume 315, Page 330 .

In Favor of: Pacific Gas and Electric Company

4. An easement for 40 foot right of way and incidental purposes, recorded June 11, 1930 as Book 307, Page 356 of Official Records.

In Favor of: Pacific Gas and Electric Company

5. An easement shown or dedicated on the map of Parcel Map recorded July 25, 2005 and on file in Book 13, Page 148, of Parcel Maps, for Irrigation and incidental purposes.

6. An easement for a subsurface easement for sanitary sewer and incidental purposes, recorded February 23, 1994 as Instrument No. 94025211 of Official Records.

In Favor of: The City of Tracy, a municipal corporation

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

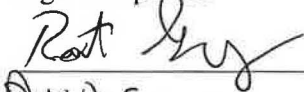
The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP Investment Officer

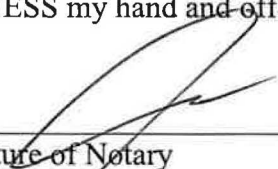
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
10.00' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG A EASTERLY LINE OF SAID PROPERTY, NORTH 00° 21' 59" WEST, 60.40 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 88° 30' 20" WEST, 34.86 FEET,
- 2) THENCE NORTH 88° 40' 55" WEST, 317.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET TO A POINT OF COMPOUND CURVATURE,
- 4) ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET,
- 5) NORTH 00° 22' 49" EAST, 288.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND
- 6) ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PROPERTY (21-132865);

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 52' 08" EAST, 10.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE LEAVING SAID SOUTHERN LINE AND ALONG THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A 1040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 86° 06' 50" WEST, THROUGH A CENTRAL ANGLE OF 04° 15' 59", AN ARC DISTANCE OF 77.44 FEET,
- 2) SOUTH 00° 22' 49" WEST, 288.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 3) ALONG THE ARC OF A 190.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 71.38 FEET TO A POINT OF COMPOUND CURVATURE,
- 4) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 35.36 FEET,
- 5) SOUTH 88° 40' 55" EAST, 317.17 FEET, AND
- 6) SOUTH 88° 30' 20" EAST, 34.68 FEET TO A POINT ON SAID EASTERLY LINE;

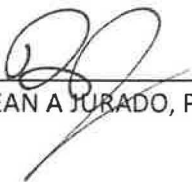
THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 21' 59" WEST, 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 8,322 SQUARE FEET OR 0.1910 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

N64°37'22"E 1034.26'



LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

S86°06'50"W (R)

S88°52'08"E 10.04'

S88°52'08"E 422.79'

R=1040.00' D=4°15'59" L=77.44'

R=1030.00'

D=4°18'55"

L=77.57'

N88°52'08"W 418.65'

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

N88°40'55"W 419.23'

N0°22'49"E 288.25'

R=200.00'

D=21°31'25"

L=75.13'

R=190.00'

D=21°31'25"

L=71.38'

R=40.00'

D=67°32'19"

L=47.15'

R=30.00'

D=67°32'19"

L=35.36'

S0°22'49"W 288.25'

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

S88°40'55"E 317.17'

S88°30'20"E 34.68'

S0°21'59"W 10.00'

POB

N0°21'59"E 60.40'

POC

N88°30'20"W 34.86'

N88°40'55"W 317.15'

ADJUSTED PARCEL A

2014-101707(LLA)

2014-101708(DEED)

LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

10' PUE
8,322± SF
0.1910± AC

SEC 22

SEC 23

SEC 27

SEC 28

HANSEN RD

CAPITAL PARKS DR



0 125' 250' 500'

Scale 1" = 250'

LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- - - PROPOSED PROPERTY LINE

- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
1M-03 PUE

TRACY,

CALIFORNIA

DATE	DECEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees,

affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP, Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his her/their authorized capacity(~~ies~~), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION 1M-04
PUBLIC UTILITY EASEMENT HANSEN ROAD

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE SOUTHERLY LINE THEREOF, NORTH 88° 50' 07" WEST, 494.40 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01° 09' 53" EAST, 53.07 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL ONE (INSTRUMENT NO. 2014-118517), SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE OF PARCEL ONE, SOUTH 89° 54' 16" WEST, 42.09 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 61° 32' 15" EAST, 494.42 FEET;

THENCE NORTH 08° 08' 32" EAST, 260.13 FEET;

THENCE NORTH 00° 22' 49" EAST, 6.61 FEET;

THENCE NORTH 88° 52' 08" WEST, 22.00 FEET;

THENCE NORTH 00° 22' 49" EAST, 468.00 FEET;

THENCE NORTH 12° 32' 52" WEST, 91.28 FEET;

THENCE SOUTH 48° 36' 34" EAST, 65.19 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL ONE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 08° 48' 24" EAST, 267.11 FEET,
- 2) SOUTH 00° 30' 55" WEST, 458.35 FEET,
- 3) NORTH 89° 37' 11" WEST, 3.34 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
- 4) ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 167.76 FEET, THE CENTER OF WHICH BEARS NORTH 89° 32' 01" WEST, THROUGH A CENTRAL ANGLE OF 10° 18' 10", AN ARC LENGTH OF 30.17 FEET, AND
- 5) SOUTH 10° 46' 09" WEST, 7.95 FEET.

THENCE LEAVING SAID EASTERLY LINE OF PARCEL ONE, SOUTH 61° 32' 15" WEST, 533.07 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 58,716 SQUARE FEET OR 1.3479 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032S

10-13-25
DATE



T2S, R4E, SECTION 22 M.D.B.&M.

LANDS OF PROLOGIS LP
 PARCEL TWO
 2014-118517 OR
 APN: 209-460-310

LANDS OF PROLOGIS LP
 PARCEL ONE
 2014-118517 OR
 APN: 209-460-310

LEGEND

-  PUBLIC UTILITY EASEMENT
-  PROPERTY LINE
-  SECTION LINE

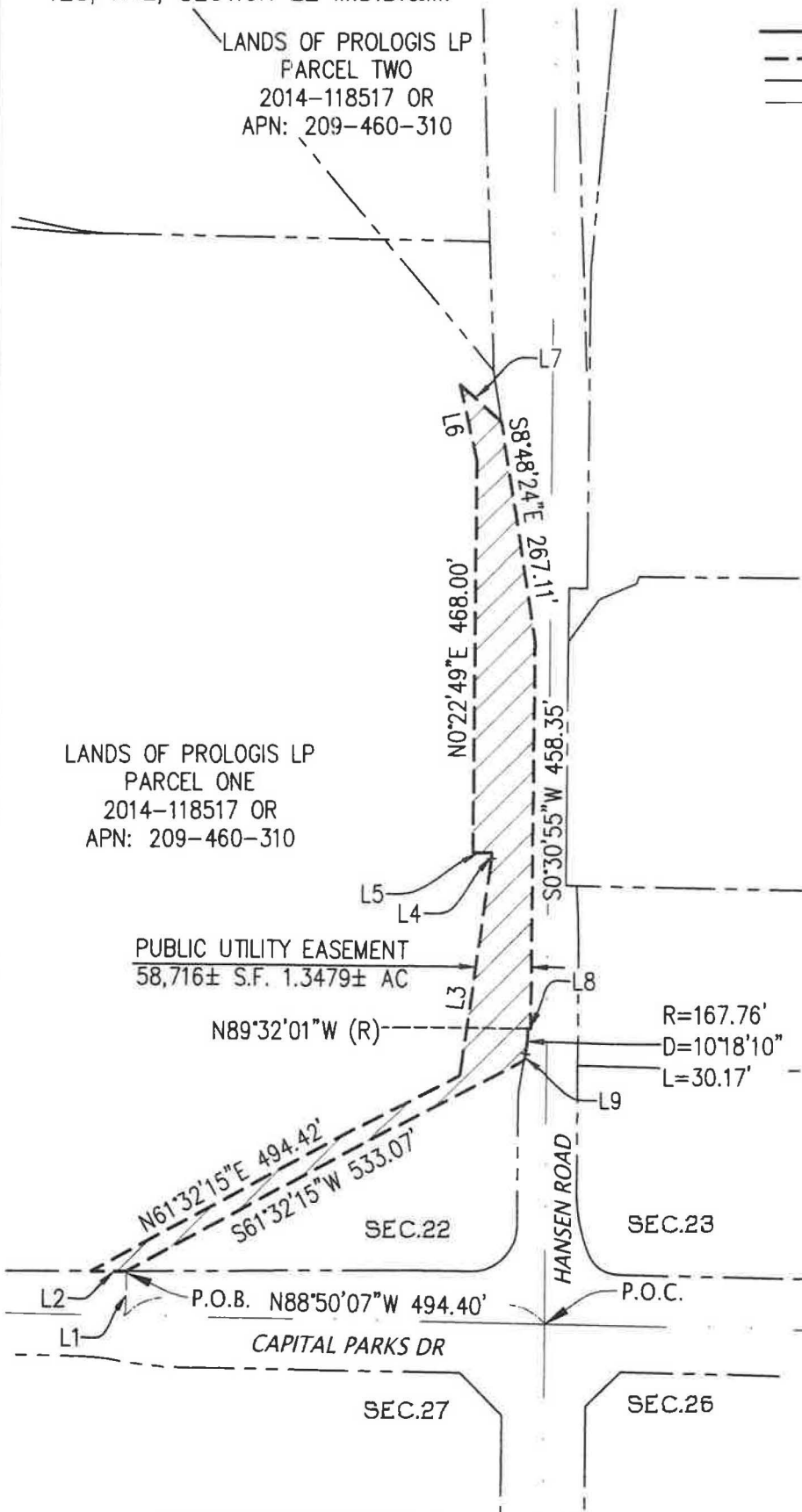
- AC ACRES
- OR OFFICIAL RECORDS
- PG&E PACIFIC GAS & ELECTRIC COMPANY
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- SF SQUARE FEET



0 100' 200' 400'
 Scale 1" = 200'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	53.07'
L2	S89°54'16"W	42.09'
L3	N8°08'32"E	260.13'
L4	N0°22'49"E	6.61'
L5	N88°52'08"W	22.00'
L6	N12°32'52"W	91.28'
L7	S48°36'34"E	65.19'
L8	N89°37'11"W	3.34'
L9	S10°46'09"W	7.95'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
1M-04

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	JAA
JOB NO.	A09500-509
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR),

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 92.01 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 67.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 88° 50' 06" WEST, 338.39 FEET,
- 2) ALONG THE ARC OF A 322.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 44.00 FEET,
- 3) NORTH 81° 00' 22" WEST, 40.72 FEET,
- 4) ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 35.94 FEET,
- 5) NORTH 88° 50' 06" WEST, 825.35 FEET, AND
- 6) NORTH 01° 09' 53" EAST, 7.00 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE,

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 88° 50' 06" EAST, 825.35 FEET,
- 2) ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET,
- 3) SOUTH 81° 00' 22" EAST, 40.72 FEET,
- 4) ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET,
- 5) SOUTH 88° 50' 06" EAST, 331.31 FEET, AND

6) SOUTH 44° 10' 33" EAST, 9.96 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 8,964 SQUARE FEET OR 0.2058 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE

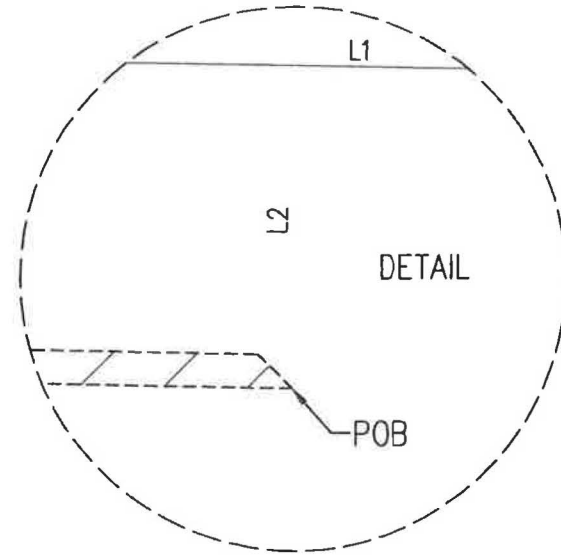
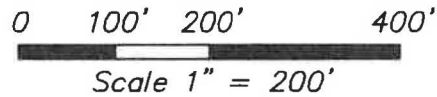


SECTION 27 T2S, R4E, M.D.B.&M.

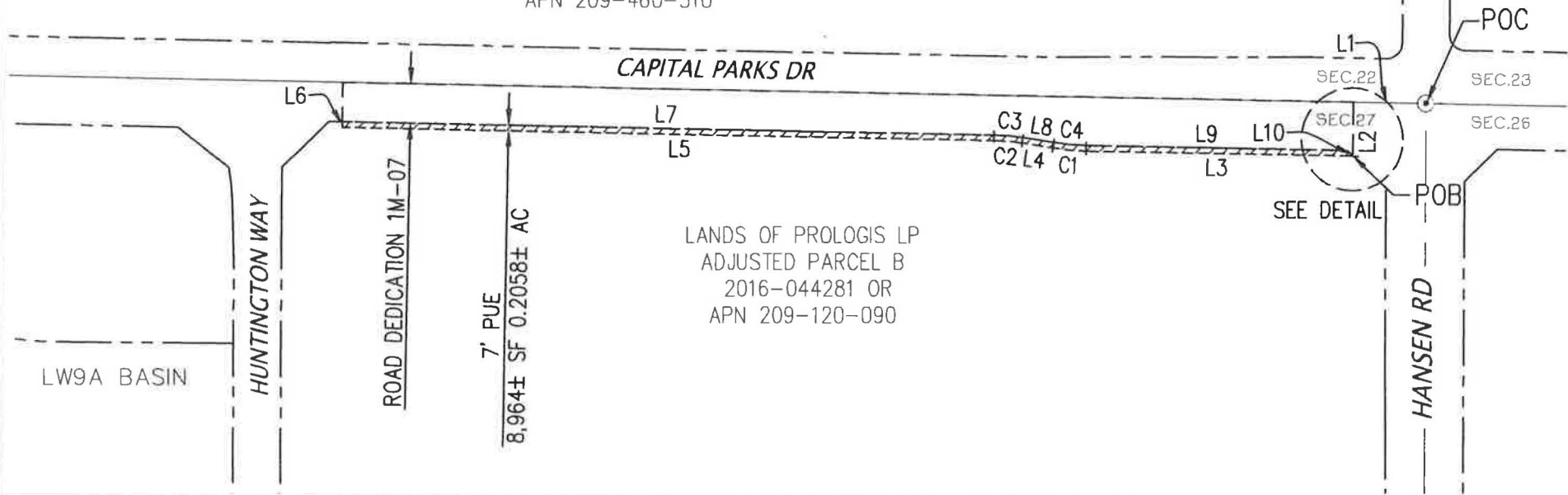
LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



LANDS OF PROLOGIS LP
 ADJUSTED PARCEL B
 2016-044281 OR
 APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	92.01'
L2	S1°09'53"W	67.50'
L3	N88°50'06"W	338.39'
L4	N81°00'22"W	40.72'
L5	N88°50'07"W	825.35'
L6	N1°09'53"E	7.00'
L7	S88°50'06"E	825.35'
L8	S81°00'22"E	40.72'
L9	S88°50'06"E	331.31'
L10	S44°10'33"E	9.96'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	322.00'	7°49'45"	44.00'
C2	263.00'	7°49'45"	35.94'
C3	270.00'	7°49'45"	36.89'
C4	315.00'	7°49'45"	43.04'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP. Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR),

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 22, NORTH 0° 22' 49" EAST, 316.99 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89° 37' 11" WEST, 26.68 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HANSEN ROAD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 10° 46' 09" WEST, 22.53 FEET TO THE BEGINNING OF A CURVE,
- 2) ALONG THE ARC OF A 168.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10° 23' 20", AN ARC DISTANCE OF 30.46 FEET,
- 3) SOUTH 00° 22' 49" WEST, 147.82 FEET TO THE BEGINNING OF A CURVE,
- 4) ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 47' 04", AN ARC DISTANCE OF 87.15 FEET,
- 5) NORTH 88° 50' 07" WEST, 65.99 FEET,
- 6) SOUTH 89° 54' 22" WEST, 500.12 FEET,
- 7) NORTH 88° 50' 17" WEST, 263.83 FEET TO THE BEGINNING OF A CURVE,
- 8) ALONG THE ARC OF A 292.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 55", AN ARC DISTANCE OF 39.91 FEET,
- 9) NORTH 81° 00' 22" WEST, 18.22 FEET TO THE BEGINNING OF A CURVE,
- 10) ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.99 FEET, AND
- 11) NORTH 88° 50' 06" WEST, 357.15 FEET.

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTEEN (13) COURSES:

- 1) NORTH 01° 09' 54" EAST, 10.00 FEET,

- 2) SOUTH 88° 50' 07" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.36 FEET,
- 4) SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE,
- 5) ALONG THE ARC OF A 282.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 55", AN ARC DISTANCE OF 38.55 FEET,
- 6) SOUTH 88° 50' 17" EAST, 263.72 FEET,
- 7) NORTH 89° 54' 22" EAST, 500.12 FEET,
- 8) SOUTH 88° 50' 07" EAST, 66.10 FEET TO THE BEGINNING OF A CURVE,
- 9) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 47' 04", AN ARC DISTANCE OF 71.30 FEET,
- 10) NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE,
- 11) ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10° 23' 20", AN ARC DISTANCE OF 32.27 FEET,
- 12) NORTH 10° 46' 09" EAST, 14.37 FEET, AND
- 13) NORTH 61° 32' 15" EAST, 12.91 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 15,631 SQUARE FEET OR 0.3588 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

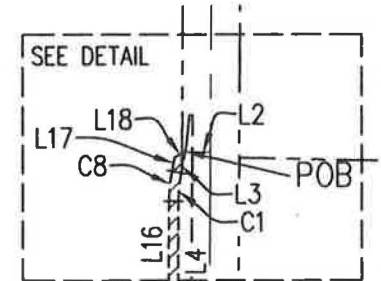
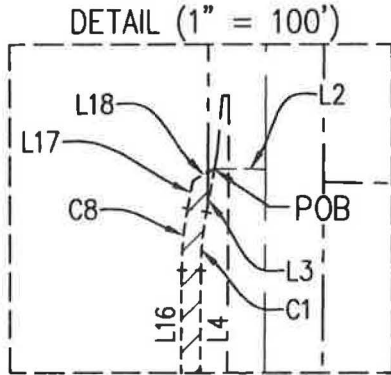
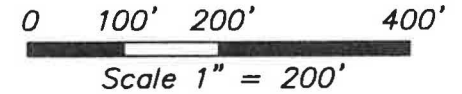
10-13-25
DATE



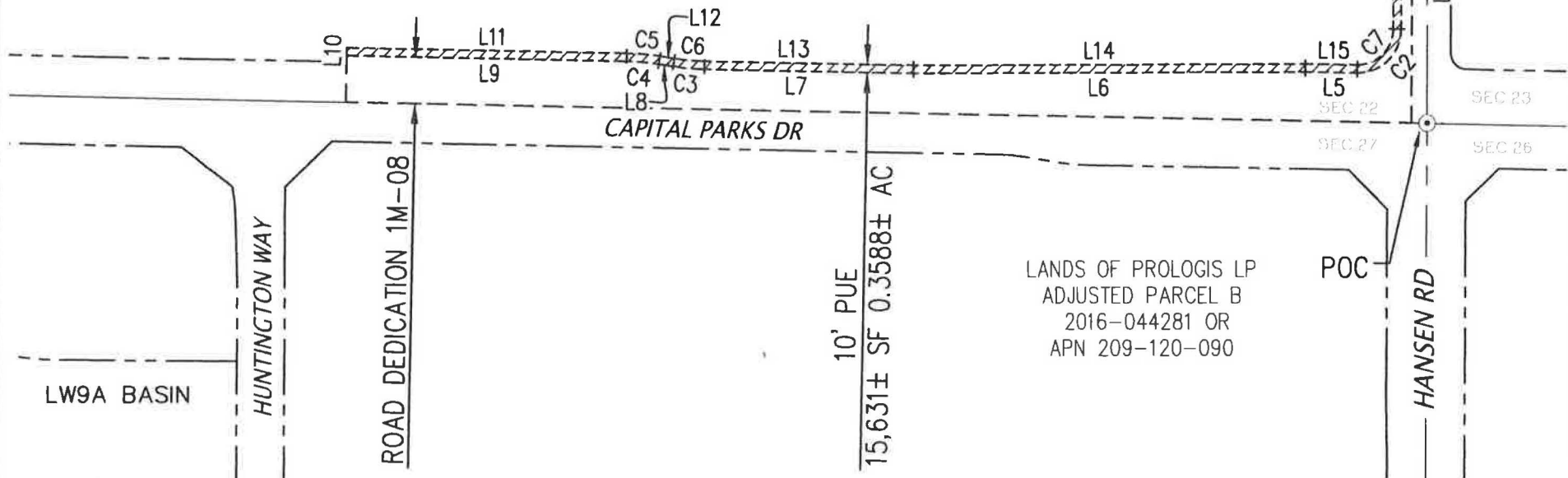
SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: Robert Gray
Name: Robert Gray
Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, Steve Kwon, Notary Public
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET;

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 53.14 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARK DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 30° 07' 32" WEST, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 13.65 FEET,
- 2) NORTH 88° 50' 07" WEST, 1407.06 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 282.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 38.53 FEET,
- 4) NORTH 81° 00' 22" WEST, 41.27 FEET TO THE BEGINNING OF A CURVE,
- 5) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 50' 03", AN ARC DISTANCE OF 40.34 FEET, AND
- 6) NORTH 88° 50' 25" WEST, 320.12 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 41° 39' 48" WEST, 13.63 FEET,

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 88° 50' 25" EAST, 329.38 FEET TO THE BEGINNING OF A CURVE,
- 2) ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL


- ANGLE OF 07° 50' 03", AN ARC DISTANCE OF 41.70 FEET,
- 3) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE,
 - 4) ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 37.17 FEET,
 - 5) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE,
 - 6) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 8.19 FEET, AND
 - 7) SOUTH 30° 07' 32" EAST, 10.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 18,629 SQUARE FEET OR 0.4277 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

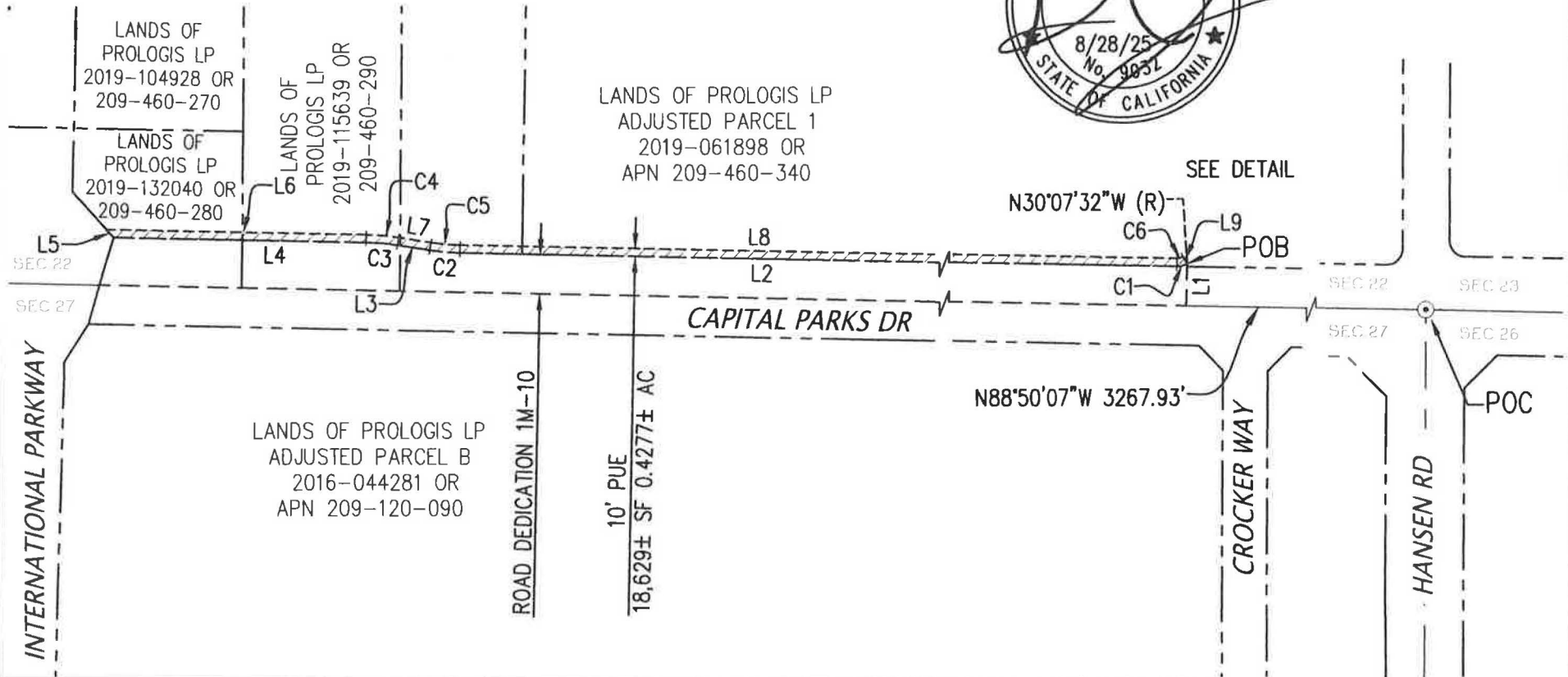
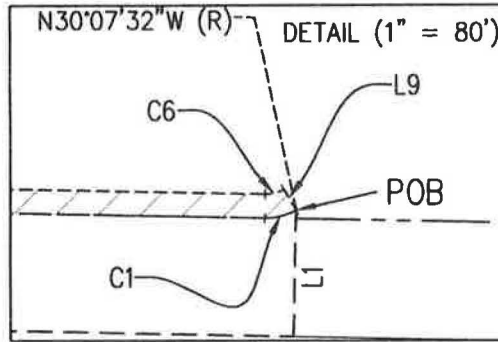
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208 Manteca, CA 95337 Phone: (209) 328-1123 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	53.14'
L2	N88°50'07"W	1,407.06'
L3	N81°00'22"W	41.27'
L4	N88°50'25"W	320.12'
L5	N41°39'48"W	13.63'
L6	S88°50'25"E	329.38'
L7	S81°00'22"E	41.27'
L8	S88°50'07"E	1,407.06'
L9	S30°07'32"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	31°17'26"	13.65'
C2	282.00'	7°49'45"	38.53'
C3	295.00'	7°50'03"	40.34'
C4	305.00'	7°50'03"	41.70'
C5	272.00'	7°49'45"	37.17'
C6	15.00'	31°17'26"	8.19'



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250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: PTN 209-460-310, 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP Investment Officer

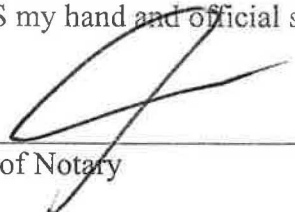
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND A PORTION OF ADJUSTED PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1178.19 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 84° 49' 42" WEST, 1597.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1960.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.07 FEET;

THENCE NORTH 88° 50' 07" WEST, 901.27 FEET;

THENCE NORTH 01° 09' 53" EAST, 15.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 50' 07" WEST, 911.10 FEET;

THENCE NORTH 01° 09' 53" WEST, 32.00 FEET;

THENCE SOUTH 88° 50' 07" EAST, 911.10 FEET;

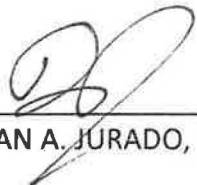
THENCE SOUTH 01° 09' 53" WEST, 32.00 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 29,155 SQUARE FEET OR 0.6693 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

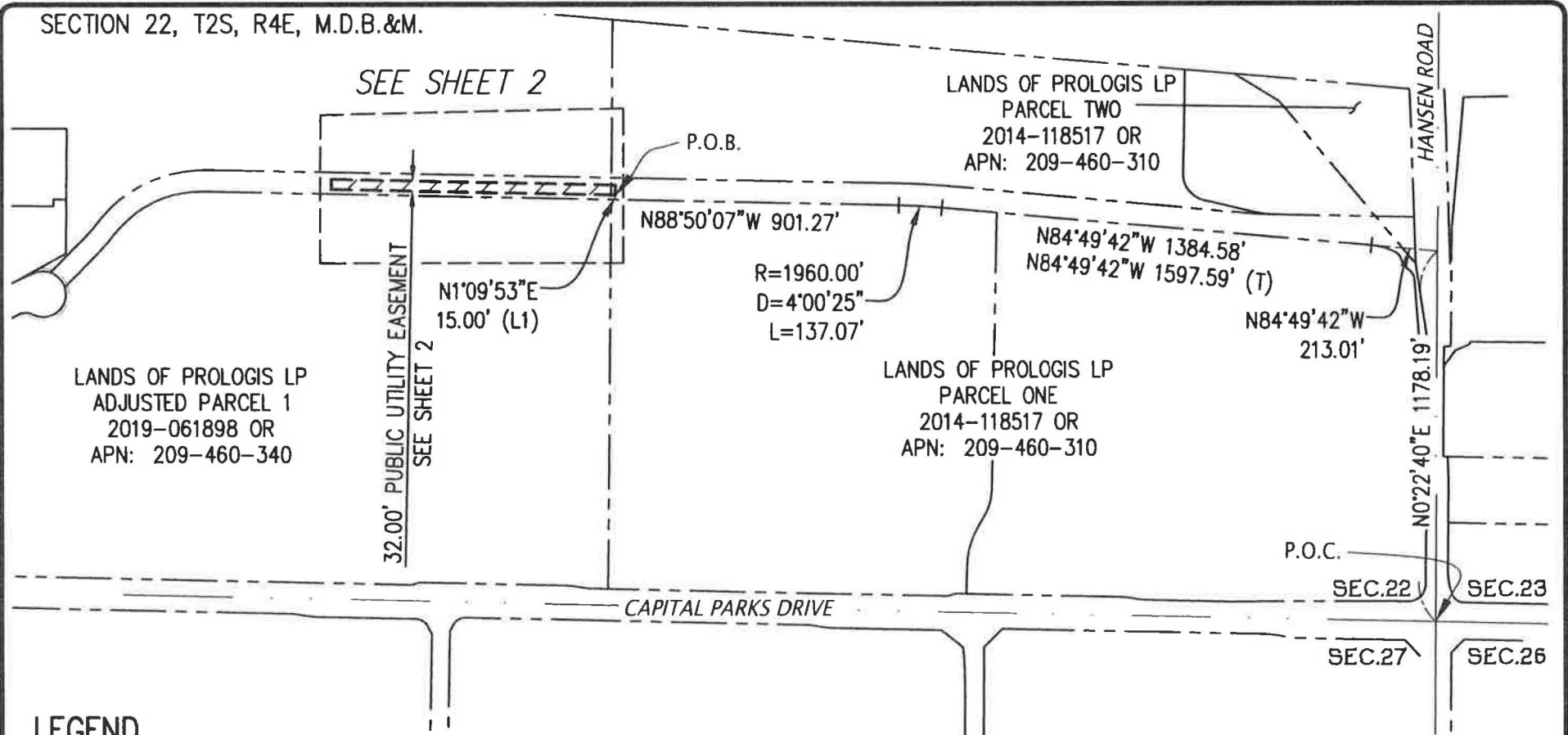


DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE

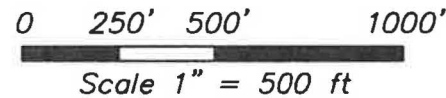


SECTION 22, T2S, R4E, M.D.B.&M.



LEGEND

---	EASEMENT LINES	PM	PARCEL MAP
---	LOT LINES	POB	POINT OF COMMENCEMENT
---	SECTION LINES	POC	POINT OF COMMENCEMENT
AC	ACRES	S.F.	SQUARE FEET
M	MAP	(T)	TOTAL
OR	OFFICIAL RECORDS		



250 Cherry Lane, Suite 107, 208 Phone: (209) 328-1123
Manteca, CA 95337 www.kierwright.com

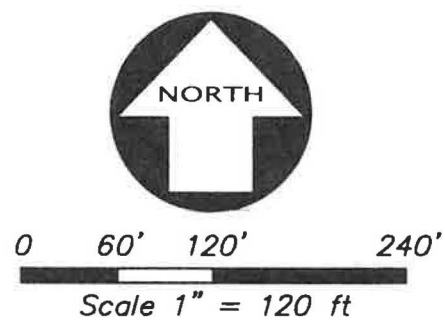
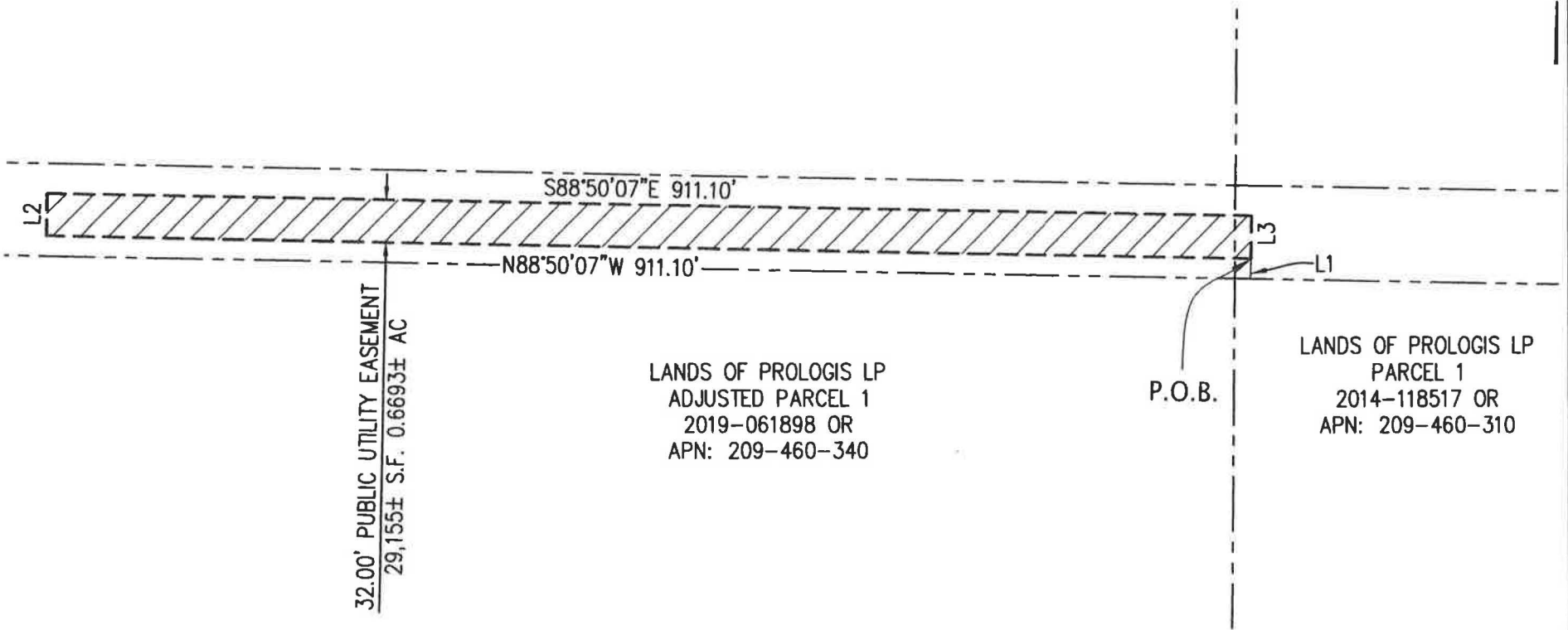
EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 500'
BY	JAA
JOB NO.	A09500-509
SHEET	1 OF 2

SECTION 22, T2S, R4E, M.D.B.&M.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	15.00'
L2	N1°09'53"E	32.00'
L3	S1°09'53"W	32.00'

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN: 209-460-340

LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN: 209-460-310

P.O.B.



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 120'
BY	JAA
JOB NO.	A09500-509
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

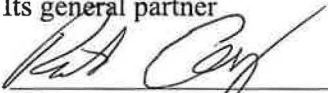
The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP Investment Off. of

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 01° 09' 53" WEST, 10.00 FEET,
- 2) NORTH 88° 50' 07" WEST, 306.19 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 41.68 FEET,
- 4) NORTH 81° 00' 22" WEST, 59.88 FEET, AND
- 5) NORTH 88° 50' 07" WEST, 1483.83 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID THE EASTERLY RIGHT-OF-WAY LINE, NORTH 33° 12' 01" EAST, 8.26 FEET, TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE THE FOLLOWING FOUR (4) COURSES:

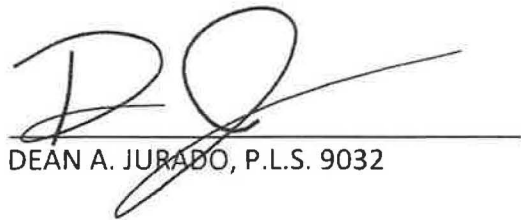
- 1) SOUTH 88° 50' 07" EAST, 1501.95 FEET,
- 2) SOUTH 81° 00' 22" EAST, 38.54 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.31 FEET, AND
- 4) SOUTH 88° 50' 07" EAST, 306.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,414 SQUARE FEET OR 0.3309 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032

8/26/25
DATE

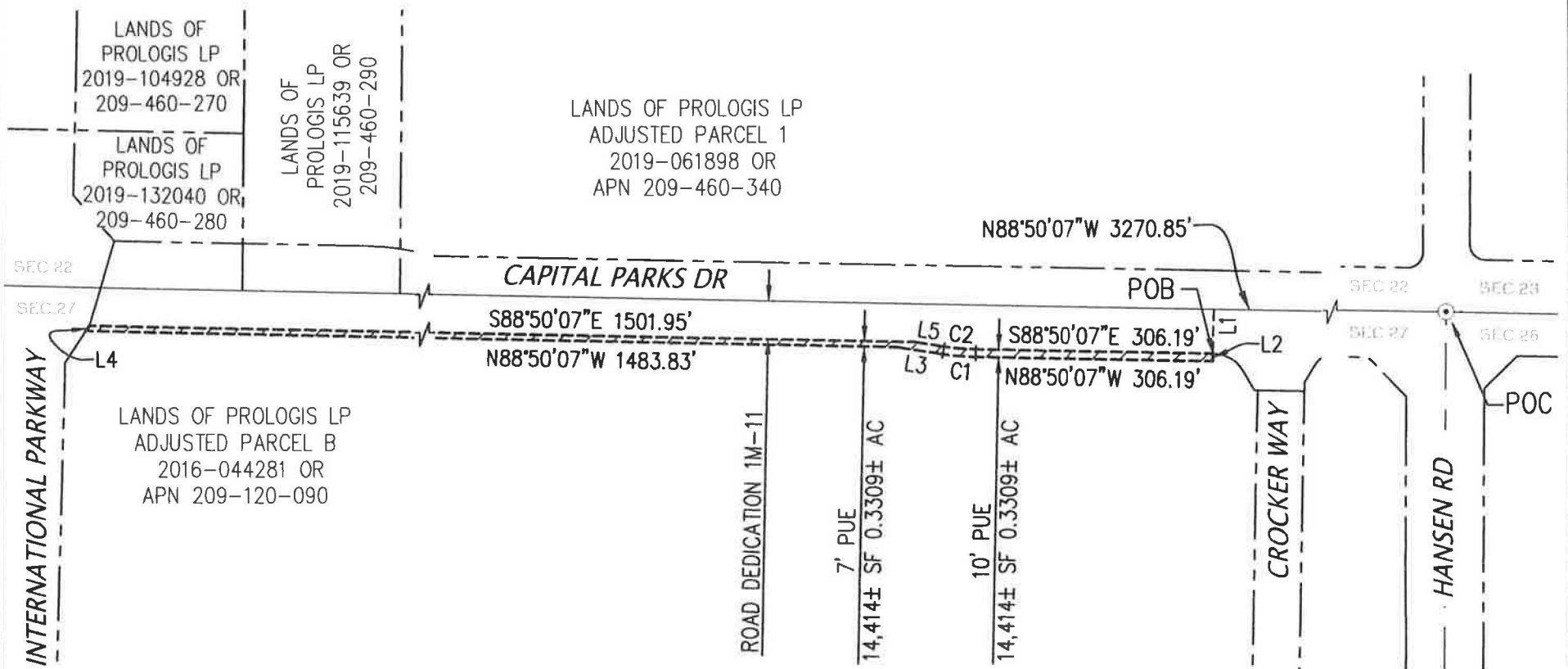
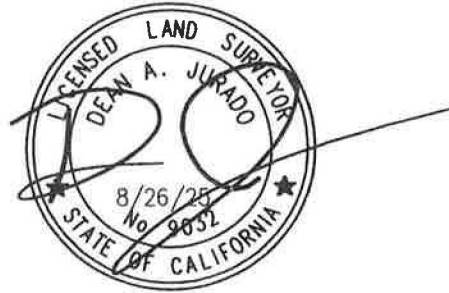


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - PROPOSED PUBLIC UTILITY EASEMENT
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	S1°09'53"W	10.00'
L3	N81°00'22"W	59.88'
L4	N33°12'01"E	8.26'
L5	S81°00'22"E	38.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	305.00'	7°49'45"	41.68'
C2	295.00'	7°49'45"	40.31'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

**STORM DRAIN, SANITARY SEWER AND EMERGENCY VEHICLE
ACCESS EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, storm drain and sanitary sewer access and emergency vehicle access purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade storm drain and sewer facilities for storm drain and sanitary sewer services within the Easement Area; (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights in clause (a) above; and (c) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for pedestrian and vehicular emergency access, ingress and egress only, it being expressly agreed that such use shall be solely for the benefit of Grantee and Grantee's emergency personnel and shall not be deemed or construed as a public dedication of such Easement Area to the general public or for public purposes, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of Alameda) §

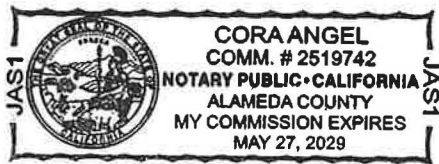
On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT 'A' LEGAL DESCRIPTION PUBLIC UTILITY AND EMERGENCY VEHICLE ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1076.85 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89° 37' 20" WEST, 60.69 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 48° 36' 34" WEST, 140.13 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 198.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 13' 08" FOR AN ARC LENGTH OF 125.16 FEET;

THENCE NORTH 84° 49' 42" WEST, 1315.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1966.25 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.50 FEET;

THENCE NORTH 88° 50' 07" WEST, 848.57 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 69° 38' 44" FOR AN ARC LENGTH OF 27.96 FEET;

THENCE NORTH 88° 50' 07" WEST, 34.44 FEET;

THENCE NORTH 01° 09' 53" EAST, 31.44 FEET;

THENCE SOUTH 88° 50' 07" EAST, 901.27 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2007.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 140.35 FEET;

THENCE SOUTH 84° 49' 42" EAST, 1092.90 FEET;

THENCE NORTH 05° 10' 49" EAST, 27.84 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL ONE (2014-118517);

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 50' 06" EAST, 15.04 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 05° 10' 49" WEST, 28.89 FEET;

1M 14 PUE EVAA (S22, T2S, R4E)

THENCE SOUTH 84° 49' 42" EAST, 279.73 FEET;

THENCE NORTH 86° 27' 44" EAST, 112.99 FEET;

THENCE NORTH 09° 08' 20" WEST, 39.74 FEET, TO A POINT ON SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 50' 07" EAST, 22.70 TO THE NORTHEAST CORNER OF SAID PARCEL ONE;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH 01° 54' 30" EAST, 152.61 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 08° 48' 24" EAST, 60.62 FEET TO THE POINT OF BEGINNING;

CONTAINING 93,891 SQUARE FEET OR 2.1554 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

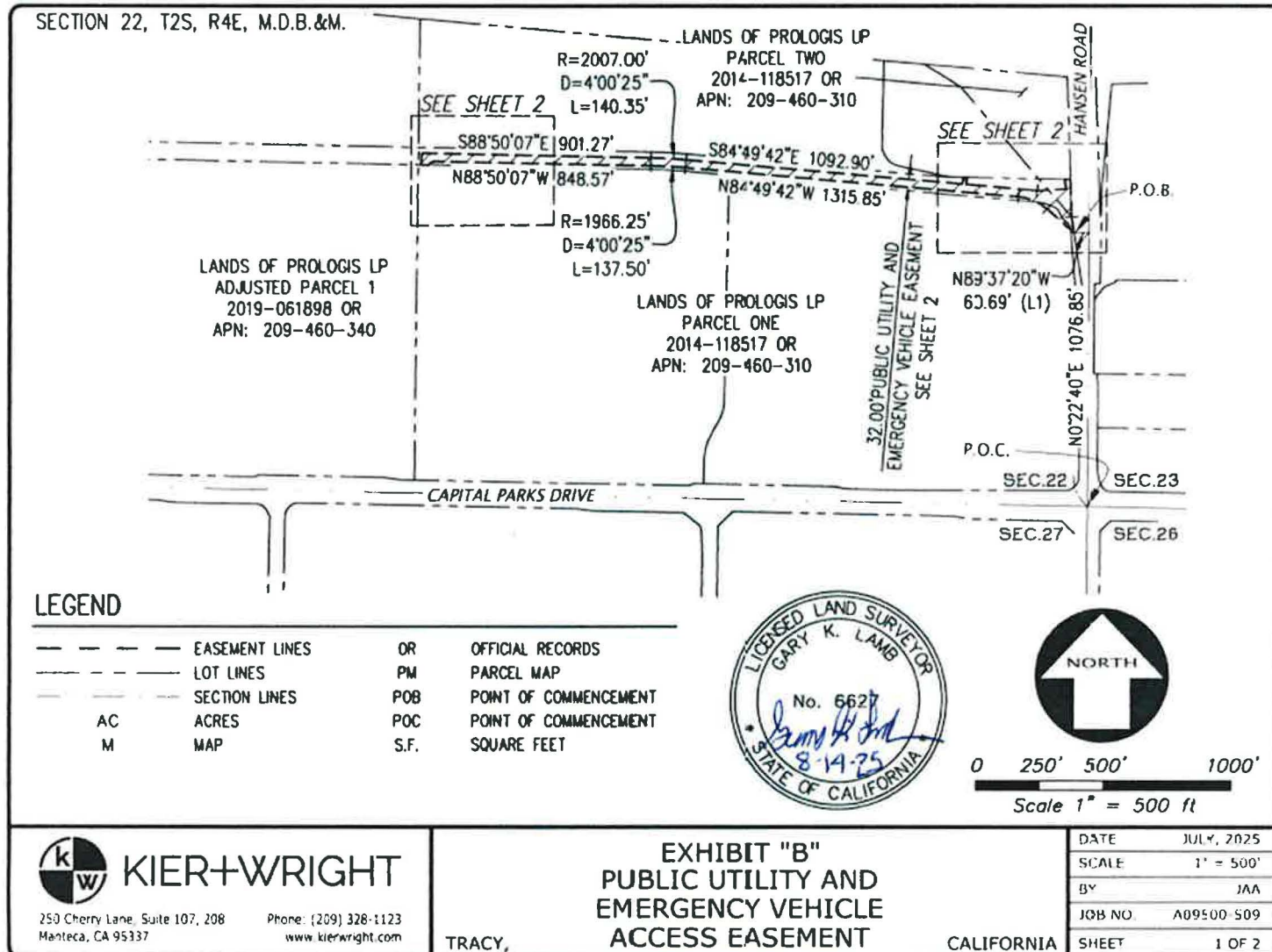
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-14-25
DATE



**EXHIBIT B
PLAT**



Z:\2025\A09500-509\DWG\SURVEY\A09500-509-PUE-EVAA.dwg 8-14-25 11:58:18 AM jtkronau

1M 14 PUE EVAA (S22, T2S, R4E)

SECTION 22, T2S, R4E, M.D.B.&M.



0 60' 120' 240'
Scale 1" = 120 ft

LANDS OF PROLOGIS LP
PARCEL TWO
2014-118517 OR
APN: 209-460-310

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN: 209-460-340

LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN: 209-460-310

LANDS OF PROLOGIS LP
PARCEL ONE
2014-118517 OR
APN: 209-460-310

32.00' PUBLIC UTILITY AND EMERGENCY VEHICLE EASEMENT
93,891± SF. 2.1559± AC

HANSEN ROAD

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	198.00'	36°13'08"	125.16'
C2	23.00'	69°38'44"	27.96'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N89°37'20"W	60.69'	L7	S88°50'06"E	15.04'
L2	N48°36'34"W	140.13'	L8	S51°0'49"W	28.89'
L3	N88°50'07"W	31.44'	L9	N86°27'44"E	112.99'
L4	N1°09'53"E	47.00'	L10	N9°08'20"W	39.74'
L5	S84°49'42"E	1092.90'	L11	S88°50'07"E	22.70'
L6	N5°10'49"E	27.84'	L12	S8°48'24"E	60.62'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 205
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

TRACY,

EXHIBIT "B"
PUBLIC UTILITY AND
EMERGENCY VEHICLE
ACCESS EASEMENT

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 120'
BY	JAA
JOB NO.	A09500-509
SHEET	2 OF 2

1M 14 PUE EVAA (S22, T2S, R4E)

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade sanitary sewer and storm drain utilities from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest in the

Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

STORM DRAIN EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, storm drain easement purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade storm drain facilities, including but not limited to, underground pipelines for storm drain and related facilities within the Easement Area; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: MA

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of Alameda) §

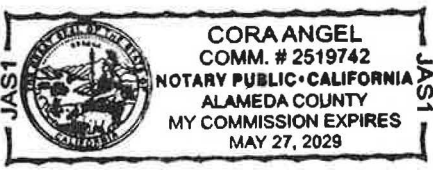
On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-12
10.00' STORM DRAIN EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY, NORTH 00° 21' 59" WEST, 70.40 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 30' 20" WEST, 34.68 FEET;

THENCE NORTH 88° 40' 55" WEST, 290.09 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 88° 40' 55" WEST, 10.00 FEET,
2. NORTH 1° 19' 05" EAST, 27.28 FEET,
3. NORTH 44° 37' 22" WEST, 82.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 89° 18' 33" EAST,
4. NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 04' 16" FOR AN ARC LENGTH OF 3.55 FEET,
5. NORTH 0° 22' 49" EAST, 10.62 FEET,
6. SOUTH 44° 37' 22" EAST, 96.53 FEET, AND
7. SOUTH 1° 19' 05" WEST, 31.52 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,188 SQUARE FEET OR 0.0273 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/29/2025

DATE



Z:\2009\A09500-170\DOCS\SURVEY\LEGAL DESCRIPTIONS\Phase 1M\1M-12 A09500-170-LD-SDE.doc

T2S, R4E, SECTION 23 M.D.B.&M.



R. Jim Hickenbottom
10/29/2025

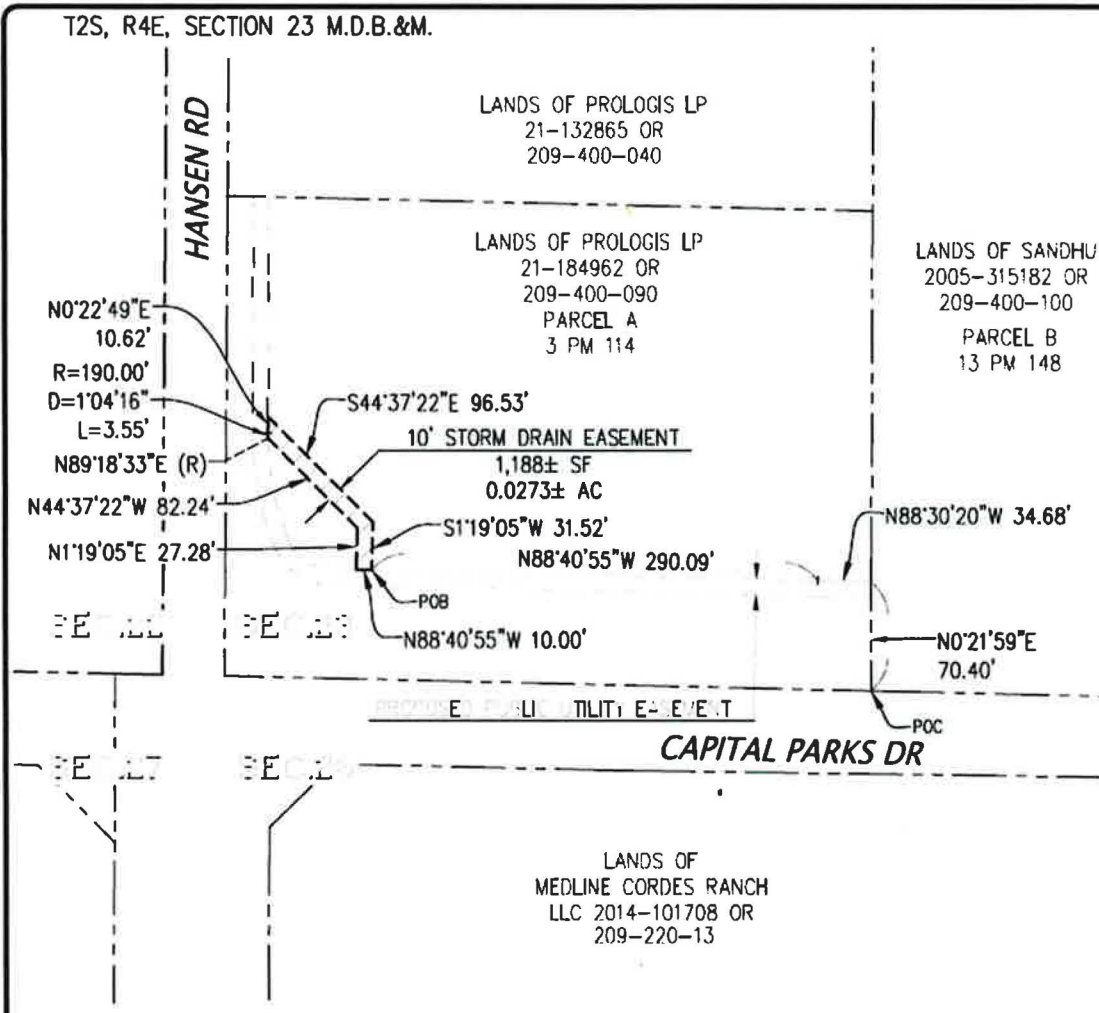


0 50' 100' 200'
Scale 1" = 100'

LEGEND

- EASEMENT LINE
- PROPERTY LINE
- PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (R) RADIAL
- SF SQUARE FEET

**EXHIBIT B
PLAT**



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
1M-12 STORM DRAIN EASEMENT

TRACY,

CALIFORNIA

DATE	OCTOBER, 2025
SCALE	1" = 100'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

1M-12 LD-SDE (S23, T2S, R4E)

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade storm drain facilities and related improvements from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest

in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

TRAFFIC LOOP EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, traffic loop purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade traffic loop facilities within the Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By:  _____

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

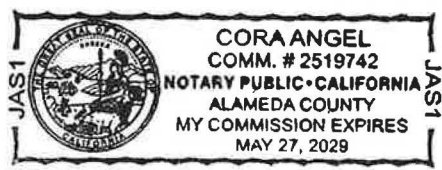
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION
TRAFFIC LOOP EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, SOUTH 88° 50' 07" EAST, 1034.91 FEET;

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 59.50 FEET TO THE POINT OF BEGINNING;

THENCE THROUGH SAID PROPERTY AND ALONG THE FOLLOWING SIX (6) COURSES:

1. NORTH 19° 06' 30" EAST, 24.14 FEET,
2. NORTH 90° 00' 00" EAST, 7.45 FEET,
3. NORTH 0° 00' 00" EAST, 23.56 FEET,
4. NORTH 90° 00' 00" EAST, 13.31 FEET,
5. SOUTH 0° 00' 00" EAST, 46.95 FEET, AND
6. NORTH 88° 50' 07" WEST, 28.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 886 SQUARE FEET OR 0.0203 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/31/2025

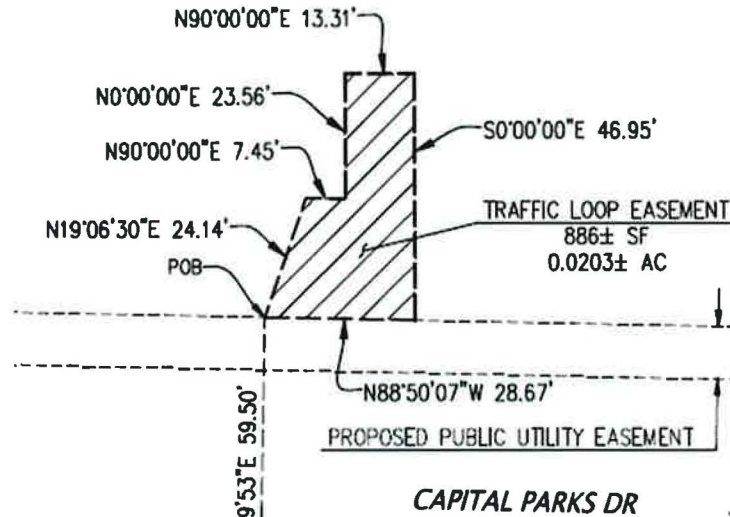
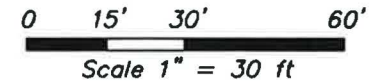
DATE



EXHIBIT B
PLAT

T2S, R4E, SECTION 22 M.D.B.&M.

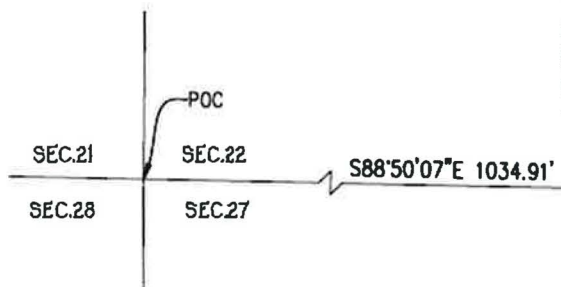
LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN 209-460-340



R. Jim Hickenbottom
10/31/2025

LEGEND

- EASEMENT LINE
- PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SF SQUARE FEET



 **KIER+WRIGHT**
250 Cherry Lane, Suite 107, 208 Manteca, CA 95337 Phone: (209) 328-1123 www.kierwright.com

EXHIBIT "B"
TRAFFIC LOOP EASEMENT
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	OCT. 2025
SCALE	1" = 30'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade traffic loop improvements from time to time located in the applicable Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Easement and shall bind every person or entity having any interest in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

TRAFFIC LOOP EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, traffic loop purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade traffic loop facilities within the Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10th day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: MATTHEW SIMS
Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

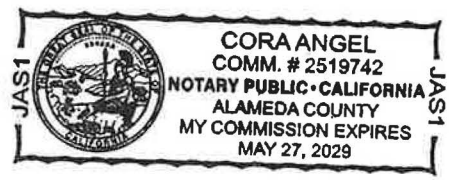
STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION
TRAFFIC LOOP EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, SOUTH 88° 50' 07" EAST, 2058.15 FEET,

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 67.50 FEET TO THE POINT OF BEGINNING;

THENCE THROUGH SAID PROPERTY AND ALONG THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36° 14' 13" EAST, 33.90 FEET,
2. NORTH 0° 00' 00" EAST, 20.11 FEET,
3. NORTH 89° 50' 24" EAST, 27.93 FEET,
4. SOUTH 0° 00' 00" EAST, 48.51 FEET, AND
5. NORTH 88° 50' 07" WEST, 47.98 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,624 SQUARE FEET OR 0.0373 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/31/2025

DATE



T2S, R4E, SECTION 22 M.D.B.&M.

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN 209-460-340



0 15' 30' 60'
Scale 1" = 30 ft

TRAFFIC LOOP EASEMENT
1,624± SF
0.0373± AC

N89°50'24"E 27.93'

N0°00'00"E 20.11'

N36°14'13"E 33.90'

POB

S0°00'00"E 48.51'

N88°50'07"W 47.98'

PROPOSED PUBLIC UTILITY EASEMENT

CAPITAL PARKS DR

N1°09'53"E 67.50'

POC

SEC.21

SEC.22

S88°50'07"E 2058.15'

SEC.28

SEC.27



R. Jim Hickenbottom
10/31/2025

LEGEND

- EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SF SQUARE FEET

EXHIBIT B
PLAT



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

KIER+WRIGHT

TRACY,

EXHIBIT "B"
TRAFFIC LOOP EASEMENT
CAPITAL PARKS DRIVE

CALIFORNIA

DATE	OCT. 2025
SCALE	1" = 30'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade traffic loop improvements from time to time located in the applicable Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Easement and shall bind every person or entity having any interest in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

RECLAIMED WATER EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, reclaimed water pipeline easement purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace, operate any and all below-grade reclaimed water facilities, including but not limited to, underground pipelines for reclaimed water and related facilities within the Easement Area; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: MATTHEW SIMS
Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

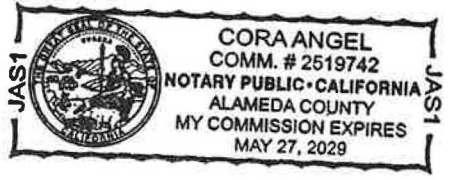
STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION
RECLAIMED WATER EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1178.19 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 84°49' 42" WEST, 1597.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1960.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.07 FEET;

THENCE NORTH 88° 50' 07" WEST, 1812.37 FEET;

THENCE NORTH 01° 09' 53" EAST, 37.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 50' 07" WEST, 392.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 397.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 375.09 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 492.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 59' 18" FOR AN ARC LENGTH OF 60.01 FEET;

THENCE SOUTH 44° 01' 09" WEST, 87.74 FEET;

THENCE SOUTH 61° 09' 52" WEST, 60.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 33° 49' 16" WEST HAVING A RADIUS OF 83.00 FEET, THROUGH AN ANGLE OF 08° 05' 36" FOR AN ARC LENGTH OF 11.72 FEET;

THENCE NORTH 61° 09' 52" EAST, 64.62 FEET;

THENCE NORTH 44° 01' 09" EAST, 86.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 407.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 384.54 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 384.54 , THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 384.54 FEET;

THENCE SOUTH 88° 50' 07" EAST, 392.61 FEET;

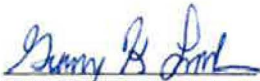
THENCE SOUTH 01° 09' 53" WEST, 10.00 FEET, TO THE POINT OF BEGINNING;

CONTAINING 9,810 SQUARE FEET OR 0.2252 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

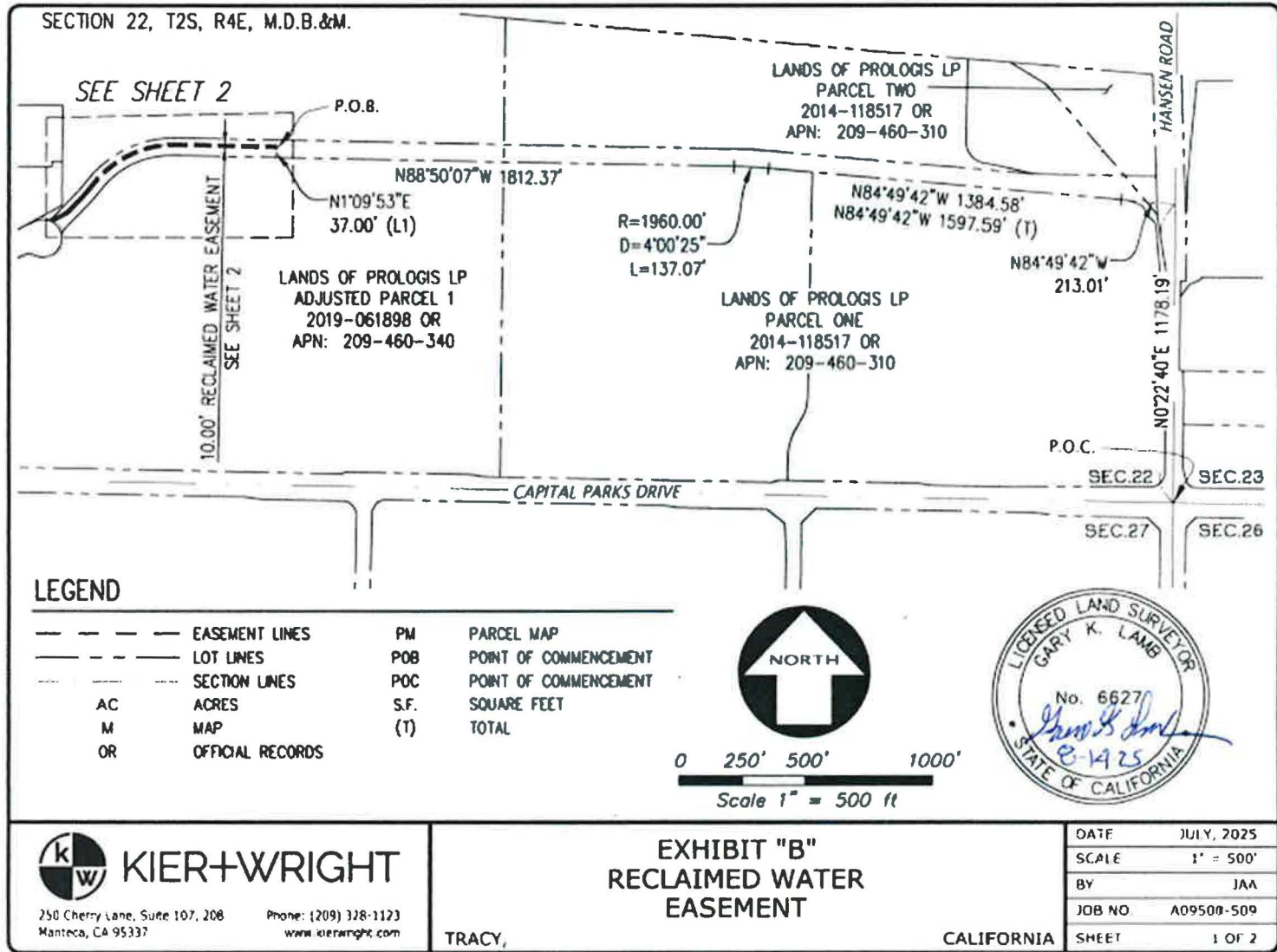
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-19-25
DATE



**EXHIBIT B
PLAT**



2:\projects\0900 - 500\DWG\PLAT\EXHIBIT B\RECLAIMED WATER\plg 8-14-25 10:12:47 PM jll@kierwright.com

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade reclaimed water pipeline and related facilities from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest

in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

(1) APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND PROLOGIS, L.P. FOR OFFSITE IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD, AND A FUTURE PRIVATE ROAD, (2) AUTHORIZING THE CITY CLERK TO APPROVE LAND CONVEYANCE DOCUMENTS, AND (3) AUTHORIZING THE CITY CLERK TO FILE THE CONVEYANCE DOCUMENTS WITH THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on September 17, 2013, the City and Prologis, L.P. (Developer) entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP; and

WHEREAS, on July 14, 2021, Planning Commission approved a Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce (IPC) through Resolution No. 2021-012 (Tentative Map); and

WHEREAS, on August 28, 2025, the Community and Economic Development Director approved the DRP for IPC Building 11 (D25-0012) (Project); and

WHEREAS, the Conditions of Approval (COAs) for the Project require the Developer to construct certain roadway and utility improvements on Capital Parks Drive, Hansen Road, and a future private road which include, amongst other things, roadway, utility, landscaping, irrigation, traffic signal, signing, striping, and other associated improvements (Improvements); and

WHEREAS, the DA and COAs require that the Developer to dedicate applicable easements and right-of-way to the City for any proposed improvements. Currently, does not own all of the land where the Improvements will be constructed and must dedicate the applicable easements and right-of-way to the City to facilitate construction of the Improvements; and

WHEREAS, there are two parcels not owned by the Developer, that Improvements will be constructed on. One of third party owned parcels is owned by

Gurmit S. Sandhu and Narinder Pal Kaur (collectively Grantors). The second third party parcel is owned by Byron Bethany Irrigation District (BBID); and

WHEREAS, the Developer will dedicate a portion of its property to the City in the form of an Irrevocable Offer of Dedication (IOD) for the purpose of constructing a public roadway. Also, by mutual agreement between the Developer and Grantors, the Grantors will dedicate a portion of their property to the City, on behalf of the Developer, in the form of an IOD. The BBID owned parcel is currently in negotiations to be acquired by the Developer, at which time the Developer will dedicate the necessary right of way to the City; and

WHEREAS, concurrently, the Developer will be granting easements to the City in the form of Public Utility Easements (PUEs), Emergency Access Vehicle Easements (EVAs), Storm Drain Easements, Sanitary Sewer Easements, Reclaimed Water Easements and Traffic Signal Easements for the purpose of installation and maintenance of public utilities, as well as sufficient emergency vehicle access to private property (collectively Public Easements); and

WHEREAS, pursuant to the Tracy Municipal Code, the Developer is required to execute an Offsite Improvement Agreement (OIA) (Exhibit 1) and to post the necessary security to guarantee completion of the Improvements; and

WHEREAS, the OIA is a legally binding mechanism guaranteeing the Developer's construction of the offsite improvements; and

WHEREAS, the Improvement Plans and OIA are on file with the City Engineer (ENG25-0009) and are available for review upon request; and

WHEREAS, the Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements; and

WHEREAS, upon completion of the improvements, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities; and

WHEREAS, staff has confirmed that all plat and legal documents submitted by the Developer for the IOD and Public Easements are complete and are technically correct; and

WHEREAS, the City can now approve the Developer's property dedication offer in the form of an IOD, subject to the completion and acceptance of all improvements, which will allow for sufficient right of way needed to construct all Improvements; and

WHEREAS, the dedication offer will stand until the Improvements are complete, at which time the City will formally accept the offer and receive the Improvements and

underlying property as public right of way. This future step will occur under a separate action and resolution, which involves the Developer dedicating a portion of the BBID acquired parcel to the City, acceptance of the improvements and a formal filing and recordation of a notice of completion with the San Joaquin County Recorder; and

WHEREAS, the City can now approve and accept the Public Easement dedications from the Developer to allow for the installation and maintenance of public utilities, as well as sufficient emergency vehicle access to private property; and

WHEREAS, there will be no fiscal impact associated with this action. The Developer will pay for the cost of processing the agreement, construction, and inspection. The Developer will receive transportation impact fees credits in the amount of \$4,930,019.03 and water impact fee credits in the amount of \$1,659,298.10 based on the City's Transportation Master Plan and Water System Master Plan subject to Title 13 of the Tracy Municipal Code; and

WHEREAS, the proposed Project is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report (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; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Capital Parks Drive, Hansen Road, and a future private road; and be it

FURHTER RESOLVED: That the City Council authorizes the City Clerk to approve land conveyance documents; and be it

FURTHER RESOLVED: The City Council authorizes the City Clerk to file the dedication and easement documents with the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 3rd day of February 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

- Exhibit 1 – Offsite Improvement Agreement
- Exhibit 2 – Irrevocable Offer of Dedication
- Exhibit 3 – Public Utility Easement Dedication
- Exhibit 4 – Storm Drain, Sanitary Sewer and Emergency Vehicle Access Easement
- Exhibit 5 – Storm Drain Easement
- Exhibit 6 – Traffic Signal Easement
- Exhibit 7 – Reclaimed Water Easement

**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD,
AND FUTURE PRIVATE ROAD**

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – PHASE 1M STREET IMPROVEMENTS ON CAPITAL PARKS DRIVE, HANSEN ROAD, AND FUTURE PRIVATE ROAD**, (“**Agreement**”) is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (“**City**”) and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as “**Developer**”).

RECITALS

- A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres (“**Specific Plan Area**”). The Cordes Ranch Specific Plan (“**Specific Plan**”) is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein (“**Project**”).
- B. On September 3, 2013, the Tracy City Council (“**City Council**”) adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* (“**Development Agreement**”).
- C. On July 14, 2021, the City Council approved a Tentative Subdivision Map Application *TSM19-0002 – Tract No. 4103 Cordes Ranch – International Park of Commerce Tentative Subdivision* Map by Resolution No. 2021-012 (“**Tentative Map**”). The Tentative Map is on file with the City Clerk and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “**Conditions of Approval**”), attached hereto as **Exhibit “A-1”**, and incorporated by reference.
- D. The Development Review Application (D25-0012) (the “Application”) (the “IPC Building 11 Application”) for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Capital Parks Drive, Hansen Road, and Future Private Road (collectively, the “Work”), as approved by the Development Services Director on August 28, 2025, is on file with the Community and Economic Development Director, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “Conditions of Approval”), attached hereto as **Exhibit “A-2”**, and incorporated by reference.

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- E. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of concrete curb and gutter, underground utilities, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, traffic signals, and associated improvements on Capital Parks Drive, Huntington Way, and Crocker Way (collectively, the “**Work**”). The Work is described more fully in the one hundred and eight (108) sheets entitled “International Park of Commerce – Phase 1M Street Improvement Plans (ENG25-0009) consisting of forty-two (42) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twenty-eight (28) sheets of Irrigation and Landscape plans prepared by David Babcock + Associates of Lafayette, California, fifteen (15) sheets of Traffic Signal, Signing, and Striping plans prepared by TJKM of Pleasanton, California, and twenty-three (23) sheets of Joint Trench, Electrolier, & Photometric plans prepared by Vizion Utility Partners of Pleasanton, California (“**Plans and Specifications**”) signed by the City Engineer on January 22, 2026. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in **Exhibit “B”** hereto (the “**Property**”).
- F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.
2. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (“**Authorized Representative**”) on site with authority to act on Developer’s behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit “C”** attached hereto includes the initial contact information referenced herein.
3. **LOCATION OF PERFORMANCE.** Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City

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Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 4.1. **Faithful Performance** security in the amount of **\$15,560,168.15** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).
 - 4.2. **Labor and Material** security in the amount of **\$15,560,168.15** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).
 - 4.3. **Warranty** security in the amount of **\$1,556,016.82** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. **IRREVOCABLE OFFER OF DEDICATION.** Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as **Exhibit "D"** except for the area described in **Exhibit "F"**. At Developer's expense, Developer shall also remove or insure over, as requested by City, any new encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvement securities pursuant to Section 4 is contingent upon elimination of these encumbrances and providing the IOD for the area described in **Exhibit "F"** by the Developer including but not limited to:
 - 5.1. 16' Irrigation Pipeline Easement Document Number 1531-OR-457.
 - 5.2. U.S.A. Water Pipeline Easement Document Number 1528-OR-416.
 - 5.3. U.S.A. Water Pipeline Easement Document Number 1607-OR-381.
 - 5.4. PG&E Telephone Line Easement Document Number 310-OR-64.
 - 5.5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, *et seq.*) or the Packers and Stockyards Act (7 U.S.C. §§181 *et seq.*) or under similar state laws.
 - 5.6. All outstanding voluntary liens or mechanics liens of record affecting subject property.
 - 5.7. 20.0' Utility and Access Easement Document Number 86045637-OR.

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6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.
 - 6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
 - 6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.
 - 6.4. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 - 6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
 - 6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the

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purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 6.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
- 6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.
- 6.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.
 - 8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement, provided that Developer has acquired all access rights from third parties necessary for the performance of such Work. Should Developer not acquire all access rights from third parties necessary for the performance of such work, the Developer shall inform the City, in writing, of such lack of access from third parties. Nothing in this agreement shall relieve the Developer of its obligation to obtain access from other third parties to complete the Work herein, and nothing herein shall relieve the Developer of its obligation to perform the Work herein. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required and provided that the Work has not commenced within 60 days after the Effective Date, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to

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the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date. As used herein, the "Effective Date" shall mean the date that the City has executed this Agreement and delivered such fully executed Agreement to Developer. Electronic delivery of the executed agreement shall constitute completion of delivery for the purposes of this section and failure to do so shall be deemed a material breach hereunder.

- 8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.
- 8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majeure, or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Date. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.
9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection.
- City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.
10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement. Fee credits have been calculated as described in Exhibit "E" attached hereto. The fee credits cannot be changed without prior written consent of the City Manager.
- 10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the

amount of **\$4,999,271.95**. Developer is responsible for paying the associated program management fee.

- 10.2. Water Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirement Pursuant to Tracy Municipal Code Section 13.08.010, Developer shall be eligible for fee credits against Developer's obligation to pay the City's Water Master Plan Impact Fees in the amount of **\$1,659,298.10**. Developer is responsible for paying the associated program management fee.

11. DEFAULT.

- 11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

- 11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

- 11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

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- 11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.
 - 11.3.5. Any other judicial remedies available to the City.
12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.
14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.
15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.
16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.
17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

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18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa, CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

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

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22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
23. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.
25. 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 Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its
General Partner

Dan Arriola, Mayor



Bobby Gray, Vice President, Investment Officer

Date: _____

Date: 1/23/26

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

ATTACHMENTS:

- Exhibit A-1 – Conditions of Approval (TSM19-0002)
- Exhibit A-2 – Conditions of Approval (D25-0012)
- Exhibit B – Legal Description of the Property
- Exhibit C – Contact Information of Authorized Representative
- Exhibit D – Irrevocable Offer of Dedication (IOD)
- Exhibit E – Fee Credits
- Exhibit F – BBID Future IOD Area (Legal Description & Plat)

Exhibit A -1 - Conditions of Approval (TSM19-0002)

Exhibit "A"

**Conditions of Approval
International Park of Commerce Tentative Subdivision Map
Application Number TSM19-0002
July 14, 2021**

These Conditions of Approval shall apply to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bounded by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".
2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Public Works Director, or the City Engineer to perform the duties set forth herein.
3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
4. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
5. "Conditions of Approval" shall mean the conditions of approval applicable to the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002. The Conditions of Approval shall specifically include all Development Services Department Conditions set forth herein.
6. "Project" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.
7. "Property" means the International Park of Commerce Tentative Subdivision Map, located on approximately 978 acres bound by Mountain House Parkway on the west, Capital Parks Drive to the north, Old Schulte Road to the south and Pavillion Parkway to the east. (Assessor's Parcel Numbers 209-460-26, 27, 28, 29, 31, 32, and 33, 209-120-09 and 10, and 209-220-07, 10, 11, 12 and 14), Application Number TSM19-0002.

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means the Developer. The term "Subdivider" shall include all successors in interest.

B. Planning Division Conditions of Approval

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.
3. The Project shall document compliance with the development standards that apply to the Cordes Ranch Specific Plan Zone, including but not limited to street layout, lot size, and building setbacks.
4. Prior to the construction of any new buildings on these lots, a Development Review Permit approval must be issued pursuant to the requirements of the Cordes Ranch Specific Plan.
5. Prior to the recordation of a final map for lots 11 and 39, a plan shall be created for the improvement and maintenance of those lots, which may include, but not be limited to:
 - Merging the lots with those to the south (lots 17 and 18) upon purchase of the property WSID property that currently bisects said lots for the contiguous development of lot 18 with lot 39, and lot 17 with lot 11.
 - Improving the lots with landscaping and irrigation or parking areas to be maintained by the property owner.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project including but not limited to the list below:

- a. "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").

- b. "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).
- c. "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).
- d. "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.
- e. "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.
- f. "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.
- g. "Traffic Study for Implementation of Cordes Ranch Scheme 100" Technical Memorandum prepared by Kimley Horn, dated January 12, 2016, and subsequent amendments, dated September 28, 2018 or updates.
- h. "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study" Technical Memorandum prepared by Kimley-Horn, dated June 30, 2020, and any subsequent amendments or updates.

C.2 Final Map

Prior to City Council's approval of the Final Map within the Project boundaries, Developer will demonstrate, to the reasonable satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

- C.2.1. Developer has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days after Developer's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property. The Tentative Subdivision Map shall be printed 24" x 36" polyester film (mylar) using the City's title block.
- C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Subdivision Map Act, Tracy Municipal Code, these Conditions of Approval, be in substantial conformance with the Tentative Subdivision Map, and other applicable Law.
- C.2.3. Each Final Map will include and show offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and

serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

- a. The Developer shall dedicate Public Utility Easement (PUE) along the frontages on all public streets for the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate structures.
- b. The Developer shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.
- c. The Developer shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.
- d. Developer shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

- C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.
- C.2.5. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.
- C.2.6. Developer has submitted a signed and stamped Engineer's Estimate that shows construction cost of public improvements to be dedicated to the City.
- C.2.7. For purposed public improvements not yet constructed or assured by an existing fully executed Off-site Improvement Agreement and Improvement Security, Developer shall submit a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, to assure the completion of public improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.
- C.2.8. Developer has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and

all other deposits, or fees required by these Conditions of Approval and Applicable Laws.

- C.2.9. Developer has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.
- C.2.10. Developer has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.
- C.2.11. Developer has submitted signed and stamped Improvement Plans.

Developer has executed agreements and constructed certain infrastructure improvements prior to filing of this Tentative Subdivision Map. E.2.6, E.2.7, and E.2.8 will not apply to those infrastructure improvements as determined by the City Engineer.

C.3. Grading Permit

Prior to the release of the Grading Permit, Developer will provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer and Geotechnical Engineer.
- C.3.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.3.3. Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

- C.3.4. PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California, as required in Condition E.4.2(a), below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.
 - a. Developer /Subdivider shall pay for the cost of peer review of Geotech reports by City's consultant.
 - C.3.5. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
 - C.3.6. Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
 - C.3.7. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).
 - C.3.8. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) as required in the applicable mitigation measures identified in the Cordes Ranch Specific Plan EIR.
 - C.3.9. Documentation of construction easement(s) or agreement(s) from owners of adjacent properties for any grading work within their parcels, or for grading work impacting their property.
 - C.3.10. Permit(s), agreement(s) and approval of other public agencies that have jurisdiction over the required public facilities, if applicable.
- C.4. Encroachment Permit
- Prior to the release of the Encroachment Permit Developer will provide all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:
- C.4.1. Improvement Plans prepared on a 24" x 36" size 4-milimeter thick polyester film (mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
 - a. The City shall obtain all applicable signatures by City departments (where applicable) on the mylars including signatures by Building

Official and Fire Code Official prior to Developer submitting the mylars to Engineering Division for City Engineer's approval.

- C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
 - C.4.3. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
 - C.4.4. If required, signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.
 - C.4.5. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 16, 2017, per Resolution 2017-098.
 - C.4.6. Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
 - C.4.7. South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.
- C.5. Improvement Plans
- General: Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:
- C.5.1. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

- C.5.2. Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Developer submitting the mylars to Engineering Division for City Engineer's approval.
- C.5.3. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:
- a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.
 - b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.
 - c. PDF copy of the Project's Geotechnical /Soils Report prepared or signed and stamped by a Geotechnical Engineer.
 - d. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).
- C.5.4. Grading and Storm Drainage Plans
Site Grading
- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
 - b. The Grading Plan shall show construction detail(s) of the retaining walls or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site.
 - c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to issuance of the final building certificate of occupancy.
 - d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.
 - e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation

for review by City's consultant. The Developer shall be responsible to pay for the review.

- f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.5.5. Permanent storm drainage connection

- a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.
- b. Prior to the approval of the Final Map for the Project, the Developer shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.6. Temporary Drainage System – Retention Basin

- a. Temporary retention is required to serve this project until DET LW9A & LW9B and DET LW6 and the downstream outfall system is completed and operational. The Project will utilize DET LW9A & LW9B and DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in DET LW6 or DET LW9A & LW9B is available (as applicable) to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.
- b. Acceptance of the DET LW9A & LW9B and DET LW6 basin parcels by the City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the basin is constructed and operational per the Storm Drainage Master Plan.
- c. Developer shall be responsible for maintenance of the Retention Basin at DET LW6 and DET LW9A & LW9B until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Developer's obligation to repair and maintain said basin while the storm drainage retention basin is in service and then, if required, to modify storm drainage retention basin to conform to Master Plan requirements at such time they are no longer needed due to the construction of the permanent facilities per the Storm Drainage Master

Plan. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Maintenance Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the retention basin at DET LW9A & LW9B and DET LW6.

- d. Layout and design of access easements to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.
- e. Parcel maps, Grant Deed documents or other instruments for dedication of the storm drainage basin parcel to the City shall be prepared and executed by the Developer. Acceptance of the basin parcel by the City will be upon completion of the downstream facilities.
- f. As detailed in the Cordes Ranch Specific Plan Tier 2 Storm Drainage Technical Report, the public street system serving the project site will need to include storm water quality treatment provisions. Storm water runoff from all public streets shall be treated in conformance with the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015. DET LW6 and DET LW9A & LW9B shall be designed to include separate measures for storm water quality treatment for public street storm water runoff.
- g. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.
- h. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.

C.5.7. Central Green, WSID Irrigation District Canal and Eastside Park

- a. Developer shall prepare improvement plans for the 35-acre "Central Green", West Side Irrigation District (WSID) right-of-way, and Eastside Park areas as outlined in the Cordes Ranch Specific Plan and submit for approval by the City. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement / Park Improvement and Reimbursement Agreement with bonds as required by the City. Timing of completion of construction of each of the areas shall be as required by the City and incorporated into the agreement.

C.5.8. New Schulte Road (Promontory Parkway) Project Entry

- a. As outlined in Figure 5.14 of the Cordes Ranch Specific Plan, the Developer shall design and construct Project Entry details at the proposed roundabout at the intersection of Promontory Parkway and Pavillion Parkway. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.9. Drainage Easement Landscaping and Trails

- a. As outlined in Section 5.10 of the Cordes Ranch Specific Plan, the Developer shall design and construct landscape improvements and trails within the Drainage Easement parcels. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds as required by the City. Timing of completion of construction shall be as required by the City and incorporated into the agreement.

C.5.10. Sanitary Sewer Improvement Plans

- a. Within 180 days from the date of approval of this Tentative Subdivision Map, the Developer shall execute an Offsite Improvement Agreement with bonds to construct improvements to the Westside Conveyance Facilities as identified in the Wastewater Master Plan (and any updates as approved by the City Council), and as shown in the improvement plans titled "International Park of Commerce –Improvement Plans for Storm Drain Line, Sanitary Sewer Line, Detention Basin LW8 and 42" Culvert on Von Sosten Rd".
- b. As provided in the Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan and also in the Development Agreement between The City of Tracy and Prologis, L.P., the City will allow up to 0.145 MGD (145,000 gallons per day) of Dry Weather Flow from the Cordes Ranch Specific Plan Area to enter the Hansen Trunk Sewer on an interim basis. To verify available capacity, and to monitor the impacts of the added flows from the Cordes Ranch Specific Plan Area prior to the completion of the Lammers Trunk Sewer, City shall utilize water meter records (domestic only, no irrigation).
- c. Prior to the issuance of Building Permit for any project within the boundaries of this Tentative Subdivision Map, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.
- d. For any wastewater facilities outside City right-of-way to be public facilities, the Developer shall dedicate easement and enter into a

Maintenance Agreement with the City prior to issuance of initial or final occupancy for the first building within the Project.

C.5.11. Water Distribution System.

- a. For all projects within the boundaries of this Tentative Subdivision Map, the Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the project-specific water analysis by City's consultant. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.
- b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.
- c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.
- d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.
- e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.
- f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water

supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.

- g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meters (the water meter to be located within City's right-of-way or an easement dedicated to the City) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations.

The domestic and irrigation water service connection(s) must be completed before issuance of the final certificate of occupancy of buildings. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The City shall maintain water lines within easements from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

- h. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

- i. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.12. Street Improvements

The Developer shall prepare and submit improvement plans for frontage and off-site improvements in compliance with the traffic analysis by City's consultant for project-specific requirements, FEIR, Specific Plan, "Traffic Study for Implementation of Cordes Ranch Scheme 100", and "Cordes Ranch 2nd Consistency Analysis (Phase 1K) Traffic Study", City of Tracy Master Plans and Design Standards.

- a. Prior to issuance of temporary/ final certificate of occupancy, acceptance of street improvements and rights-of-way dedication on public streets associated with the project shall be completed.
- b. Developer shall acquire right-of-way required to install improvements required to serve the project.

C.5.13. Project Driveways

All recommended improvements for driveways and frontage and offsite improvements recommended in the Traffic Analysis shall be completed prior to issuance of Certificate of Occupancy.

C.5.14. Bus Stops

Public transportation will be extended to the areas with the boundaries of this Tentative Subdivision Map in phases, as determined by the City, based on demand generated by actual development in the project area. Bus routes may be modified and expanded as necessary and when feasible to efficiently accommodate demand. The final bus stop locations may require additional right-of-way to accommodate bus stops, which shall be dedicated through the final mapping process.

C.5.15. Irrevocable Offer of Dedications

- a. Within ninety (90) calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) by the City Council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer.
- b. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.5.16. The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.5.17. The Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations and obtain approval of the plans. All private utility services to serve Project such as electric, telephone

and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

- C.5.18. The Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the 10-foot wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-foot wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-foot PUE is required, as determined by the utilities owner(s)).
- C.5.19. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).
- C.6. Building Permit – Prior to the release of the Building Permit Developer will demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:
 - C.6.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.
 - C.6.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.
 - C.6.3. Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.
 - C.6.4. Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.7. Acceptance of Public Improvements

Prior to the acceptance of Public improvements, Public Right-of-Way dedications, and Public Easements, Developer will complete construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

- C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.
- C.7.2. Developer has completed the 90-day public landscaping maintenance period.
- C.7.3. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.
- C.7.4. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
- C.7.5. Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.8. Final Building Certificate of Occupancy

Prior to the release of Final Building Certificate of Occupancy, Developer shall provide reasonable documentation that demonstrates, to the satisfaction of the City Engineer, that:

- C.8.1. The Developer has satisfied all the requirements set forth in Condition E.6, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.
- C.8.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.9. Agreements and Improvement Security

- C.9.1. Subdivision Improvement Agreement: - Prior to the City's approval of the Final Map, the Developer shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), post all required improvement security in accordance with Applicable Law, and provide insurance documents as per the agreement.
- C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute a Deferred Improvement Agreement, if needed, which shall be in substantial conformance with the City's standard form agreement, and in accordance with Applicable Law, by which (among other things) the Developer agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement), under the Applicable Law.
- C.9.3. Offsite Improvement Agreement: - Before the City's approval of the First Final Map, the Developer shall execute an Offsite Improvement Agreement, which shall be in substantial conformance with the City's Standard form agreement, and in accordance with Applicable Law, by which guarantees completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

City may allow other developers or entities to execute agreements with security acceptable to the City for improvements identified in these Conditions of Approval. However, the Developer shall be responsible to complete such improvements if other developers or entities fail to complete improvements in time for use by the Project. In any event, City shall not be responsible or liable for completion of improvements required to serve the Project. Subsequent discretionary approvals are contingent upon completion and acceptance of Offsite Improvements.

C.10. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

- C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),
- C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

- C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and
- C.10.4. Monumentation (\$500 multiplied by the total number of street centerline monuments that are shown on the Final Map).
- C.11. Release of Improvement Security

Prior to the release of Improvement Security(s), Developer will demonstrate, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

 - C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with the Development Agreement, and Section 12.36.080 of the TMC and after City Council's acceptance of the public improvements.
 - C.11.2. Written request from the Developer and a copy of the recorded Notice of Completion.
 - C.11.3. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.
- C.12. Special Conditions
 - C.12.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.
 - C.12.2. Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.
 - C.12.3. Prior to the issuance of the Grading Permit, all existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s).
 - C.12.4. The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report

prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

- C.12.5. Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.
- C.12.6. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).
- C.12.7. Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.
- C.12.8. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the costs for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

D. Public Works and Finance Departments Conditions of Approval

D.1. Street/Streetlight/Landscaping Replacement and Maintenance. (For Industrial/Commercial development):

No later than October 31, 2021, the applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will

fund, in perpetuity, the costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the “Infrastructure”), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Prior to October 31, 2021, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant’s funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City’s option, be recorded against the geographical scope negotiated in the agreement (“Project Site”) which stipulates that prior to the City’s acceptance of the Infrastructure, the Developer will either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City’s acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

c. POA. Developer shall, at its expense, form a Property Owner’s Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a “dormant” capacity, with the required funding to be triggered if the POA is not created prior to the City’s

acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit A -2 - Conditions of Approval (D25-0012)

**CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**

Application Number D25-0012

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D25-0012, for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bounded by Capital Parks Drive to the south and the future Daylight Road to the north APN 209-460-31 and 209-460-34; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Rafael Olabarrieta).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D25-0012, SUBJECT TO THE PROJECT PLANS in EXHIBIT 1 AND CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 2 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.
2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements

Community and Economic Development Director Determination

Application Number D25-0012

August 27, 2025

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of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

Forrest Ebbs
Community and Economic Development Director

8/28/2025 | 10:33 AM PDT

Date of Action

City of Tracy
Conditions of Approval
IPC Building 11
Development Review Permit Application Number D25-0012
August 27, 2025

A. General Provisions and Definitions.

- A.1. General. These Conditions of Approval apply to the IPC Building 11 Project (hereinafter "Project"), which includes the following:

Development Review Permit Application Number D25-0012: A Development Review Permit for the construction of an approximately 1,700,150 square foot industrial building, named the International Park of Commerce (IPC) Building #11 with associated parking lot, landscaping and other site improvements on a 89.5-acre site bordered by International Parkway to the west, Capital Parks Drive to the south, and Hansen Road to the east on APN 209-460-31 & 209-460-34.

The preparation of the staff analysis was based upon the following information in the project application:

- HPA Architecture – IPC Building 11 – Plan Set June 18, 2025
- Kier & Wright, Storm Drainage Capacity Report - dated 7/2/2025
- David Babcock and Associates – Landscape Screening Plan - dated July 22, 2025
- LSA - Draft Transportation Technical Report - dated August 2025
- West Yost - Hydraulic Evaluation of IPC Building 11 - dated August 2, 2025
- LSA - IPC Building 11 Engineering Site Plan Review Memorandum - dated August 5, 2025
- Kier & Wright – IPC 11 – Sewer and Water Calculations - received August 7, 2025

- A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on August 27, 2025 to the satisfaction of the Community and Economic Development Director.

- A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

- A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.

- A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site

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 IPC Building 11
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improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

- a. "City Engineer" means the City Engineer of the City of Tracy.
- b. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, the Cordes Ranch Specific Plan, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).
- c. "Community and Economic Development Director" means the Director of the City of Tracy Community and Economic Development Department, or any other person designated by the City Manager or the Community and Economic Development Director to perform the duties set forth herein.
- d. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D25-0012. The Conditions of Approval shall specifically include all conditions set forth herein.
- e. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- a. the Planning and Zoning Law (Government Code sections 65000, et seq.),
- b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),
- c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),
- d. California Building Code, and
- e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the

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Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

- A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.
- A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director
- A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.
- A.14. Indemnification. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend, indemnify and hold harmless the City, Its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City's activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

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B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

- a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.
- b. Parking stalls shall be striped in accordance with Standard Plan 141.
- c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.
- d. Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

- a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.
- b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.
- c. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.
- d. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance.
- e. A Department of Water Resources Model Efficient Landscape Ordinance (MWELo) Project Information Sheet shall be prepared in compliance with City standards to the Director of Public Works. The submittal must show compliance with the MWELo by choosing either the Prescriptive or Performance Approach through inclusion in submitted plans and documents. The submittal shall

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demonstrate compliance with Tracy Municipal Code Chapter 11.28 and California Green Building Standards Chapter 5.

- f. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to \$2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.
- B.4. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.
- B.5. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:
- a. Permanent trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.
 - b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.
 - c. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Community and Economic Development Director.
 - d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view. Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines
- B.6. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

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- a. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures or painted to match the color of the adjacent surfaces, and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Community and Economic Development Director. Bollards may have strips of reflective tape or bright colored stripes added near the top of the bollard to increase visibility.
- b. All bollards on-site shall be located and consistent with the approved plans painted to match the adjacent and/or existing building, unless stated otherwise by federal or state regulations.
- c. Outdoor storage of materials is only permitted on the site in accordance with the Cordes Ranch Specific Plan.
- d. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Residential Areas Specific Plan and the Tracy Municipal Code.
- e. Developer shall install all on-site circulation signs to the satisfaction of the Community and Economic Development Director.

B.7. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:

- a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:
 - i. A project information sheet that includes the checklist of all documents in the LDP;
 - ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
 - iii. A soil management report, after compaction and from various locations throughout the project;
 - iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
 - v. An irrigation design plan with schedule; and

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- vi. A grading design plan.
 - b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.
- C. On-Site Utility Plans** – The construction of onsite utilities, except storm drain, is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:
- C.1. Storm Drainage
 - a. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations
 - b. The Developer has submitted a study with hydrologic and hydraulic calculations to size onsite and offsite storm drainpipes, onsite retention, and offsite detention basins. The study must show how the project complies with the City’s Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
 - c. Permanent City-maintained storm drains must be in City right-of-way or easements. The Developer shall maintain interim facilities, and all access easements must meet Engineering Division requirements and be approved by the City Engineer.
 - d.
 - e. The Developer has submitted calculations demonstrating that Detention Basins LW9A/9B and LW8 have sufficient capacity to accommodate runoff from the L18 watershed. The study must show how the project complies with the City’s Storm Drain Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
 - f. Calculations related to the design and sizing of onsite storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City’s Stormwater Coordinator prior to issuance of the Grading Permit
 - g. All storm drainage structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.
 - h. The Project shall implement post-construction stormwater controls and submit a Stormwater Plan per Tracy Municipal Code 11.34.120 and Multi-Agency Post-

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Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments. Prior to the final inspection of the building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of onsite storm water treatment facilities.

- i. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

- a. The Developer has submitted a Wastewater Study with generation and hydraulic calculations to size the onsite and offsite wastewater system. The study must show the project complies with the City's Wastewater Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer.
- b. The Cordes Ranch/IPC Phase 1 area is limited to 0.145 million gallons per day (MGD) of wastewater capacity, as outlined in the Cordes Ranch Development Agreement. The applicant must provide a detail summary of approved projects to date showing how much of this capacity has been used in each project. All onsite sewer lines and improvements, including laterals to existing mains, must follow City regulations. Before building permits are issued for each phase, the Developer must submit and receive approval for the onsite sewer improvement plans serving that phase.
- c. No final inspection of any building(s) within the phase will be performed or any occupancy for the building(s) will be issued, until the onsite sewer improvements listed above are completed and functional, as determined by the City Engineer.

C.3. Water Distribution System

- a. The Developer has submitted a Water Study demonstrating the offsite water distribution system delivers the required minimum pressures, flow rates, and that the project complies with the City's Water Master Plan, Cordes Ranch Specific Plan, EIR, Development Agreement, and City regulations, to the satisfaction of the City Engineer. Any deficiencies must be corrected through Developer-designed improvements per City standards to the satisfaction of the City Engineer.
- b. The Developer has submitted a hydraulic model for City approval showing that onsite water and fire mains are properly sized to meet system pressure, fire flow, and peak demand requirements. Any deficiencies must be corrected through Developer-designed improvements per City and Fire Department standards to the satisfaction of the City Engineer.
- c. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent)

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capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

- d. The Developer shall design and install fire hydrants as approved by the Fire Marshal. Before Improvement Plan approval, the Developer must obtain written approval from the Fire Marshal for the fire service connection design and for the location and spacing of all fire hydrants serving the Project.
- e. Should the water system pressure exceed 80 pounds per square inch, pressure reducing valves should be installed on the Project's domestic service connections. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

- D.1. Grading Plan. The Developer shall submit a Grading Permit application with all required construction documents—plans, specifications, and calculations—prepared by a Registered Civil Engineer, to the Development Engineering Division before starting grading, onsite improvements, or accessibility features. A Geotechnical/Soils Report must be included, addressing soil stability, type, classification, percolation rate, bearing capacity, and highest groundwater elevation.
- D.2. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.
 - a. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.
 - b. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City

E. Offsite Public Improvements

- E.1. Offsite Improvement Agreements (OIAs) – The Developer shall enter into OIAs for IPC Phase 1L - Capitals Parks Drive (ENG23-0034) and IPC Phase 1M – (ENG25-0009) for the construction of offsite public improvements to provide necessary transportation and utility services to the project site.

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- E.2. Irrevocable Offer of Dedications (IODs) – Concurrently with the related Offsite Improvement Agreement (OIA) by the City council, the Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer including Daylight Road east of International Parkway.
- E.3. Conceptual Traffic signal plans – The Developer shall prepare conceptual traffic signal plans to provide an ITS fiber optic connection between the Promontory Parkway and International Parkway intersection and the Hansen Pump/Well Station. Plans shall include all necessary equipment, conduit, and installation details required to complete the ITS room at the Hansen site and establish communication with the City of Tracy's traffic signal network. This will be a condition of final certificate of occupancy issuance.
- E.4. Street Improvement Plans and Streetscape Plans – The Developer has submitted a Traffic Study and Site Circulation Analysis to determine the project's traffic impacts and required mitigations and demonstrate compliance with the City's Transportation Master Plan, Cordes Ranch Specific Plan, Cordes Ranch EIR, Development Agreement, and City Regulations to the satisfaction of the City Engineer.
- E.5. Prior to the issuance of a Certificate of Occupancy for International Park of Commerce Building 11 ("Project"), the Applicant/Owner shall comply with the following:
- a. Completion of Prior Project Traffic Improvements – The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans:
 - b. The Applicant shall demonstrate to the satisfaction of the City Engineer that all traffic-related Conditions of Approval for previously approved Cordes Ranch Specific Plan (CRSP) projects that are relied upon for IPC 11 have been fully constructed and, where applicable, by San Joaquin County and/or Caltrans. This requirement includes, but is not limited to roadway and intersection improvements required under the Conditions of Approval for:
 - 1) IPC Building 20, including Hopkins Extension (ENG21-0031)
 - 2) Phase 1K Roadway Improvement Project (ENG18-0071)
 - 3) Promontory Parkway Extension (ENG21-0028)
 - 4) Promontory Extension Roundabout (ENG21-0011)
 - 5)
 - 6) International Parkway & Promontory Parkway (ENGXX-XXXX)
 - 7) Lammers Road & Old Schulte Road (ENGXX-XX)
 - 8) Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory

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Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road.

9) Lammers Road & Valpico Road (ENGXX-XX)

- E.6. When street cuts are made for installation of utilities, the Subdivider is required to install a 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

F. General Conditions

- F.1. The Developer shall add Pipeline Safety Note Section to list restrictions and requirements for any work in the vicinity of the PG&E gas lines or the Chevron Petroleum pipeline located at the northwest side of the project. In addition, the Developer provide non-objection letter from PG&E and Chevron.
- F.2. The Developer shall comply with recommendations of Amended Soil Management Plan for Shell Pipeline located at the east of the building crossing IPC Phase 1M and Central Valley Regional Water Quality Control Board memo dated 18 October 2019.

G. Building Plans

- G.1. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2022 California Building Code (CBC) 11B-206.2.

In addition, the exit discharge shall provide a direct and unobstructed access to a public way. CBC 1025.5

- G.2. Prior to Building Permit release, the Developer shall pay all applicable City and County development impact fees to the satisfaction of the City Engineer. At the time of building permit application submittal, the applicant shall provide an on-site storm water design based on the current edition of the California Plumbing at time of submittal.

At the time of building permit application submittal, the applicant shall provide an on-site sanitary sewer design based on the current edition of the California Plumbing at time of submittal.

No final inspection of any building will be performed or any occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City.

Before the Final Certificate of Occupancy is issued, the applicant must grant an access easement to the sewer line along the north side of Building 11. This easement will

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allow the City of Tracy to access the sewer infrastructure beneath a future road, which is currently planned to be privately maintained.

At the time of building permit application submittal, the applicant shall provide an on-site water distribution design based on the current edition of the California Plumbing at time of submittal.

H. Building Permit

H.1. The City will not approve any building permit within the Project boundaries until the payment of all fees including, but not limited to, the following:

- a. Payment of the applicable Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, Program Management and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.
- b. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.
- c. Payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.
- d. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

I. South San Joaquin County Fire Authority (SSJCFA) Conditions

I.1 Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

- a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
- b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
- c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
- d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.
- e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

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- f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.
 - g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.
 - h. Provide a truck turning template which clearly shows the truck turning radius of 30' inside and 50' outside. Truck turning template shall show all ingress and egress paths available.
- I.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.
- a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
 - b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
 - c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.
- I.3 Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.
- a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.
- I.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.
- I.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.
- I.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.
- I.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at

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foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.

a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

I.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

I.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503

I.10. Additional comments may occur upon submittal of construction documents.

J. Final Certificate of Occupancy Issuance

J.1 A Lot Line Adjustment and/or parcel merger will be approved and recorded that modifies parcel lines as to not create building conflicts with the 2022 California Building Code (CBC). The modified parcels shall be provided legal access to the satisfaction of the City Engineer. This access may be the dedication of Daylight Road.

K. Fee Credits and Reimbursement. To the extent permitted by Chapters 12 and 13 of the Tracy Municipal Code, and pursuant to execution of a subsequent agreement, Developer shall be entitled to development impact fee credits and/or reimbursements for the construction of Master Plan improvements to be captured in the Improvement Plans and further detailed in an Improvement Agreement, except for interim improvements that must be removed to accommodate construction of the ultimate improvement condition. Temporary/interim improvements are not eligible for fee credits or reimbursements.

Exhibit B – Legal Description of the Property

EXHIBIT "B"

LEGAL DESCRIPTION

BEING ALL OF SECTIONS 26 & 27 AND A PORTION OF SECTIONS 21, 22, 23, 28, 33, 34 & 35, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACY GATEWAY ANNEXATION, AS DESCRIBED IN THAT CERTIFICATE OF COMPLETION FILED FOR RECORD ON MAY 16, 2003, AS DOCUMENT NUMBER 2003-106787, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205 AND THE NORTHEASTERLY LINE OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING SEVEN (7) COURSES:

- 1) - (1) THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 61°04'46" EAST A DISTANCE OF 997.87 FEET;
- 2) - (2) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 33°31'44" EAST A DISTANCE OF 1,143.42 FEET;
- 3) - (3) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 45°01'55" EAST A DISTANCE OF 277.12 FEET TO A POINT ON THE NORTH LINE OF LATERAL NO. 3 OF THE WEST SIDE IRRIGATION DISTRICT'S UPPER MAIN CANAL;
- 4) - (4) THENCE ALONG SAID NORTH LINE SOUTH 88°40'55" EAST A DISTANCE OF 379.65 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;
- 5) - (5) THENCE ALONG SAID EAST LINE SOUTH 00°22'24" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;
- 6) - (6) THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 23 SOUTH 88°40'55" EAST A DISTANCE OF 2,643.14 TO THE SOUTHEAST CORNER OF SAID SECTION 23;
- 7) - (7) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 26, SOUTH 00°24'33" WEST A DISTANCE OF 2,484.82 FEET TO AN ANGLE POINT IN SAID CITY LIMIT LINE;
- 8) THENCE LEAVING SAID CITY LIMIT LINE AND CONTINUING ALONG SAID EASTERLY LINE OF SAID SECTION 26 SOUTH 00°24'33" WEST A DISTANCE OF 2,796.67 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35, BEING ON THE CENTERLINE OF SCHULTE ROAD;
- 9) THENCE ALONG THE EASTERLY LINE OF SAID SECTION 35, SOUTH 00°24'33" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID SCHULTE ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-THREE (33) COURSES:

- 10) - (1) THENCE NORTH $88^{\circ}49'20''$ WEST A DISTANCE OF 2,640.19 FEET;
- 11) - (2) THENCE NORTH $88^{\circ}36'10''$ WEST A DISTANCE OF 2,580.90 FEET;
- 12) - (3) THENCE SOUTH $44^{\circ}56'27''$ WEST A DISTANCE OF 41.25 FEET;
- 13) - (4) THENCE SOUTH $01^{\circ}24'29''$ EAST A DISTANCE OF 10.10 FEET;
- 14) - (5) THENCE SOUTH $88^{\circ}35'31''$ WEST A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH $89^{\circ}20'41''$ WEST;
- 15) - (6) THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}31'04''$ FOR AN ARC LENGTH OF 46.87 FEET;
- 16) - (7) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 899.45 FEET TO A POINT ON THE EASTERLY LINE OF DELTA MENDOTA CANAL;
- 17) - (8) THENCE ALONG SAID EASTERLY LINE, NORTH $39^{\circ}26'57''$ WEST A DISTANCE OF 18.82 FEET;
- 18) - (9) THENCE LEAVING SAID EASTERLY LINE, NORTH $88^{\circ}49'39''$ WEST A DISTANCE OF 361.44 FEET TO THE WESTERLY LINE OF DELTA MENDOTA CANAL;
- 19) - (10) THENCE ALONG SAID WESTERLY LINE, SOUTH $17^{\circ}43'02''$ EAST A DISTANCE OF 15.34 FEET;
- 20) - (11) THENCE LEAVING SAID WESTERLY LINE, NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 19.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
- 21) - (12) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF $44^{\circ}57'23''$ FOR AN ARC LENGTH OF 43.16 FEET;
- 22) - (13) THENCE SOUTH $87^{\circ}40'41''$ WEST A DISTANCE OF 100.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH $46^{\circ}10'52''$ WEST;
- 23) - (14) THENCE ALONG SAID CURVE WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ}02'37''$ FOR AN ARC LENGTH OF 43.24 FEET;
- 24) - (15) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
- 25) - (16) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 40.80 FEET;

26) - (17) THENCE NORTH $84^{\circ}34'24''$ WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

27) - (18) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 39.30 FEET;

28) - (19) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 764.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

29) - (20) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}54'40''$ FOR AN ARC LENGTH OF 39.23 FEET;

30) - (21) THENCE SOUTH $87^{\circ}02'54''$ WEST A DISTANCE OF 85.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH $88^{\circ}46'25''$ WEST;

31) - (22) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}05'20''$ FOR AN ARC LENGTH OF 39.31 FEET;

32) - (23) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 250.32 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

33) - (24) THENCE ALONG SAID CURVE WITH A RADIUS OF 545.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 40.80 FEET;

34) - (25) THENCE NORTH $84^{\circ}34'24''$ WEST A DISTANCE OF 40.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

35) - (26) THENCE ALONG SAID CURVE WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL ANGLE OF $4^{\circ}17'21''$ FOR AN ARC LENGTH OF 39.30 FEET;

36) - (27) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 672.83 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

37) - (28) THENCE ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $66^{\circ}56'53''$ FOR AN ARC LENGTH OF 29.21 FEET;

38) - (29) THENCE SOUTH $84^{\circ}01'55''$ WEST A DISTANCE OF 119.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS SOUTH $57^{\circ}39'49''$ WEST;

39) - (30) THENCE ALONG SAID CURVE WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $56^{\circ}31'33''$ FOR AN ARC LENGTH OF 39.46 FEET;

40) - (31) THENCE NORTH $88^{\circ}51'45''$ WEST A DISTANCE OF 1,090.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

41) - (32) THENCE ALONG SAID CURVE WITH A RADIUS OF 674.00 FEET, THROUGH A CENTRAL ANGLE OF 19°09'55" FOR AN ARC LENGTH OF 225.45 FEET TO A POINT OF COMPOUND CURVATURE;

42) - (33) THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 23°41'19" FOR AN ARC LENGTH OF 37.21 FEET;

43) - THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF OLD SCHULTE ROAD, NORTH 65°05'56" WEST A DISTANCE OF 176.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 57°18'36" WEST;

THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

44) - (1) THENCE ALONG SAID CURVE WITH A RADIUS OF 926.00 FEET, THROUGH A CENTRAL ANGLE OF 31°37'01" FOR AN ARC LENGTH OF 510.99 FEET;

45) - (2) THENCE SOUTH 89°40'34" EAST A DISTANCE OF 7.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 80°53'07" WEST;

46) - (3) THENCE ALONG SAID CURVE WITH A RADIUS OF 1,024.16 FEET, THROUGH A CENTRAL ANGLE OF 01°51'55" FOR AN ARC LENGTH OF 33.34 FEET;

47) - (4) THENCE NORTH 00°19'23" EAST A DISTANCE OF 2,004.75 FEET TO THE NORTH RIGHT OF WAY OF BERKELEY ROAD;

48) – THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 89°38'23" EAST A DISTANCE OF 10.00 FEET TO THE SAID WESTERLY RIGHT OF WAY OF MOUNTAIN HOUSE PARKWAY;

49) – THENCE ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 51.08 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 28;

50) THENCE ALONG SAID RIGHT OF WAY NORTH 00°19'53" EAST A DISTANCE OF 691.28 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF THE DELTA MENDOTA CANAL;

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING SIXTEEN (16) COURSES:

51) - (1) THENCE NORTH 43°43'32" WEST A DISTANCE OF 1005.01 FEET;

52) - (2) THENCE NORTH 18°19'32" WEST A DISTANCE OF 222.30 FEET;

53) - (3) THENCE NORTH 45°55'32" WEST A DISTANCE OF 1,503.20 FEET;

- 54) - (4) THENCE NORTH 60°18'32" WEST A DISTANCE OF 870.80 FEET;
- 55) - (5) THENCE NORTH 60°00'32" WEST A DISTANCE OF 441.20 FEET;
- 56) - (6) THENCE NORTH 58°38'56" WEST A DISTANCE OF 207.53 FEET;
- 57) - (7) THENCE NORTH 38°25'32" WEST A DISTANCE OF 200.00 FEET;
- 58) - (8) THENCE NORTH 05°10'32" WEST A DISTANCE OF 484.70 FEET;
- 59) - (9) THENCE NORTH 50°12'32" WEST A DISTANCE OF 159.70 FEET;
- 60) - (10) THENCE NORTH 55°47'32" WEST A DISTANCE OF 293.40 FEET;
- 61) - (11) THENCE NORTH 74°59'32" WEST A DISTANCE OF 180.40 FEET;
- 62) - (12) THENCE SOUTH 81°43'28" WEST A DISTANCE OF 736.50 FEET;
- 63) - (13) THENCE NORTH 87°03'18" WEST A DISTANCE OF 187.32 FEET;
- 64) - (14) THENCE NORTH 33°19'32" WEST A DISTANCE OF 159.70 FEET;
- 65) - (15) THENCE NORTH 03°24'32" WEST A DISTANCE OF 323.70 FEET;
- 66) - (16) THENCE NORTH 36°11'32" WEST A DISTANCE OF 84.95 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE GRANT DEED RECORDED AS INSTRUMENT NUMBER 98088912 OF OFFICIAL RECORDS;
- 67) - THENCE ALONG SAID WEST LINE NORTH 05°05'55" EAST A DISTANCE OF 332.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF INTERSTATE ROUTE 205;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THIRTY-EIGHT (38) COURSES:
- 68) - (1) THENCE SOUTH 78°15'58" EAST A DISTANCE OF 216.53 FEET
- 69) - (2) THENCE SOUTH 86°42'16" EAST A DISTANCE OF 850.43 FEET;
- 70) - (3) THENCE SOUTH 84°37'14" EAST A DISTANCE OF 650.01 FEET;
- 71) - (4) THENCE SOUTH 84°53'06" EAST A DISTANCE OF 1,572.18 FEET;
- 72) - (5) THENCE SOUTH 84°51'41" EAST A DISTANCE OF 397.52 FEET;
- 73) - (6) THENCE SOUTH 79°56'14" EAST A DISTANCE OF 310.87 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

74) - (7) THENCE ALONG SAID CURVE WITH A RADIUS OF 252.31 FEET, THROUGH A CENTRAL ANGLE OF 37°13'29" FOR AN ARC LENGTH OF 163.92 FEET;

75) - (8) THENCE SOUTH 42°42'45" EAST A DISTANCE OF 275.61 FEET;

76) - (9) THENCE SOUTH 39°03'31" EAST A DISTANCE OF 12.17 FEET;

77) - (10) THENCE SOUTH 35°24'17" EAST A DISTANCE OF 82.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIAL POINT BEARS NORTH 54°59'05" EAST;

78) - (11) THENCE ALONG SAID CURVE WITH A RADIUS OF 173.21, THROUGH A CENTRAL ANGLE OF 08°05'12" FOR AN ARC LENGTH OF 24.45 FEET TO A POINT OF COMPOUND CURVATURE;

79) - (12) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 306.33 FEET, THROUGH A CENTRAL ANGLE OF 48°41'38" FOR AN ARC LENGTH OF 260.34 FEET;

80) - (13) THENCE SOUTH 87°19'09" EAST A DISTANCE OF 112.91 FEET;

81) - (14) THENCE SOUTH 87°23'24" EAST A DISTANCE OF 16.32 FEET;

82) - (15) THENCE NORTH 89°45'06" EAST A DISTANCE OF 80.63 FEET;

83) - (16) THENCE SOUTH 45°56'08" EAST A DISTANCE OF 44.35 FEET;

84) - (17) THENCE SOUTH 10°38'20" EAST A DISTANCE OF 20.68 FEET;

85) - (18) THENCE SOUTH 10°59'53" EAST A DISTANCE OF 55.76 FEET;

86) - (19) THENCE NORTH 85°35'16" EAST A DISTANCE OF 90.92 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21;

87) - (20) THENCE ALONG SAID EAST LINE SOUTH 00°21'59" WEST A DISTANCE OF 260.98 FEET;

88) - (21) THENCE SOUTH 89°26'03" EAST A DISTANCE OF 50.00 FEET;

89) - (22) THENCE NORTH 03°54'31" EAST A DISTANCE OF 261.48 FEET;

90) - (23) THENCE NORTH 85°30'47" EAST A DISTANCE OF 6.62 FEET;

91) - (24) THENCE NORTH 03°50'58" EAST A DISTANCE OF 135.60 FEET;

92) - (25) THENCE NORTH 72°54'49" EAST A DISTANCE OF 106.32 FEET;

93) - (26) THENCE NORTH 70°50'23" EAST A DISTANCE OF 131.81 FEET;

- 94) - (27) THENCE NORTH 70°10'38" EAST A DISTANCE OF 86.86 FEET;
- 95) - (28) THENCE NORTH 50°06'39" EAST A DISTANCE OF 0.48 FEET;
- 96) - (29) THENCE NORTH 70°10'38" EAST A DISTANCE OF 159.30 FEET;
- 97) - (30) THENCE NORTH 73°06'03" EAST A DISTANCE OF 284.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIAL POINT BEARS SOUTH 16°56'27" EAST;
- 98) - (31) THENCE ALONG SAID CURVE WITH A RADIUS OF 656.17 FEET, THROUGH A CENTRAL ANGLE OF 14°49'29" FOR AN ARC LENGTH OF 169.78 FEET;
- 99) - (32) THENCE SOUTH 86°53'12" EAST A DISTANCE OF 446.41 FEET;
- 100) - (33) THENCE SOUTH 85°08'47" EAST A DISTANCE OF 700.00 FEET;
- 101) - (34) THENCE SOUTH 84°58'58" EAST A DISTANCE OF 534.26 FEET;
- 102) - (35) THENCE SOUTH 84°49'16" EAST A DISTANCE OF 2,552.21 FEET;
- 103) - (36) THENCE SOUTH 84°50'07" EAST A DISTANCE OF 186.37 FEET;
- 104) - (37) THENCE SOUTH 87°31'48" EAST A DISTANCE OF 135.18 FEET;
- 105) - (38) THENCE SOUTH 85°23'36" EAST A DISTANCE OF 328.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,796 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION 1

THAT CERTAIN PARCEL OF LAND CONVEYED TO MRE PROPCO, PL, INC, RECORDED OCTOBER 28, 2021, AS DOCUMENT NO. 2021-180501, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 57.61 ACRES, MORE OR LESS.

EXCEPTION 2

THAT CERTAIN PARCEL OF LAND CONVEYED TO FEDEX GROUND PACKAGE SYSTEM, INC, BY DEED RECORDED OCTOBER 28, 2014, AS DOCUMENT NO. 2014-107876, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 117.03 ACRES, MORE OR LESS.

EXCEPTION 3

THAT CERTAIN PARCEL OF LAND CONVEYED TO CITY OF TRACY BY DEED RECORDED MAY 18, 2020, AS DOCUMENT NO.2020-058617, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 2.50 ACRES, MORE OR LESS.

EXCEPTION 4

THAT CERTAIN PARCEL OF LAND CONVEYED TO FISHER SCIENTIFIC CO., LLC, RECORDED NOVEMBER 13, 2017, AS DOCUMENT NO. 2017-132454 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 10.60 ACRES, MORE OR LESS.

EXCEPTION 5

THAT CERTAIN PARCEL OF LAND CONVEYED TO WEST SIDE IRRIGATION DISTRICT, BY DEED RECORDED IN BOOK A OF DEEDS, VOLUME 394, PAGE 255, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 6.37 ACRES, MORE OR LESS.

EXCEPTION 6

THAT CERTAIN PARCEL OF LAND CONVEYED TO GURMIT S. SANDHU, BY DEED RECORDED DECEMBER 19, 2005, AS DOCUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 29.06 ACRES, MORE OR LESS.

EXCEPTION 7

THAT CERTAIN PARCEL OF LAND CONVEYED TO GILLON TRUST, BY DEED RECORDED APRIL 13, 2021, AS DOCUMENT NO. 2021-064742, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 5.23 ACRES, MORE OR LESS.

EXCEPTION 8

THAT CERTAIN PARCEL OF LAND CONVEYED TO ADAMS TRUST, BY DEED RECORDED JUNE 9, 2021, AS DOCUMENT NO. 2021-099217, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 1.48 ACRES, MORE OR LESS.

EXCEPTION 9

THAT CERTAIN PARCEL OF LAND CONVEYED TO LOPEZ TRUST, BY DEED RECORDED DECEMBER 10, 2012, AS DOCUMENT NO. 2012-161995, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 4.94 ACRES, MORE OR LESS.

EXCEPTION 10

THAT CERTAIN PARCEL OF LAND CONVEYED TO R&B DELTA II, BY DEED RECORDED JUNE 13, 2019, AS DOCUMENT NO. 2019-061897, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 17.64 ACRES, MORE OR LESS.

EXCEPTION 11

THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 28, 1988, AS DOCUMENT NO. 88-110849, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
CONTAINING 0.10 ACRES, MORE OR LESS.

EXCEPTION 12

THAT CERTAIN PARCEL OF LAND CONVEYED TO PACIFIC GAS & ELECTRIC COMPANY, BY DEED RECORDED DECEMBER 15, 1969, IN BOOK 3358, PAGE 248, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. CONTAINING 3.42 ACRES, MORE OR LESS.

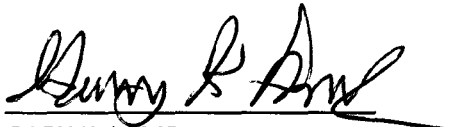
EXCEPTION 13

THAT CERTAIN PARCEL OF LAND CONVEYED TO USBR DELTA MENDOTA CANAL, BY DEED RECORDED MAY 15, 1947, IN BOOK 1065, PAGE 227, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. CONTAINING 39.62 ACRES, MORE OR LESS.

TOTAL EXCEPTED PARCELS CONTAINING 295.60 ACRES, MORE OR LESS.

PROLOGIS ACREAGE CONTAINING 1,500.4 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB

10-23-25
DATE



Exhibit C – Contact Information of Authorized Representative

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Bernard Medina-Brown	Prologis, LP	(916) 690-7563
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

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Exhibit D – Irrevocable Offer of Dedication (IOD)

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

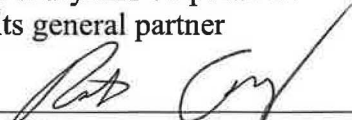
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____
City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 20.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1355.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 54" EAST, 57.50 FEET;

THENCE SOUTH 88° 50' 06" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.99 FEET;

THENCE SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 292.00 FEET THROUGH AN ANGLE OF 07° 49' 55" FOR AN ARC LENGTH OF 39.91 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 88° 50' 17" EAST, 263.83 FEET;

THENCE NORTH 89° 54' 22" EAST, 500.12 FEET;

THENCE SOUTH 88° 50' 07" EAST, 65.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET THROUGH AN ANGLE OF 90° 47' 04" FOR AN ARC LENGTH OF 87.15 FEET;

THENCE NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 168.00 FEET THROUGH A CENTRAL ANGLE OF 10° 23' 20" FOR AN ARC LENGTH OF 30.46 FEET;

THENCE NORTH 10° 46' 09" EAST, 30.48 FEET;

THENCE NORTH 05° 37' 04" EAST, 30.13 FEET;

THENCE SOUTH 89° 37' 11" EAST, 3.34 FEET;

THENCE SOUTH 00° 30' 55" WEST, 354.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 78,897 SQUARE FEET OR 1.8112 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

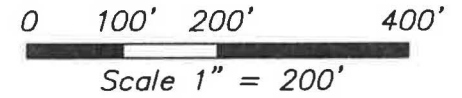
10-13-25
DATE



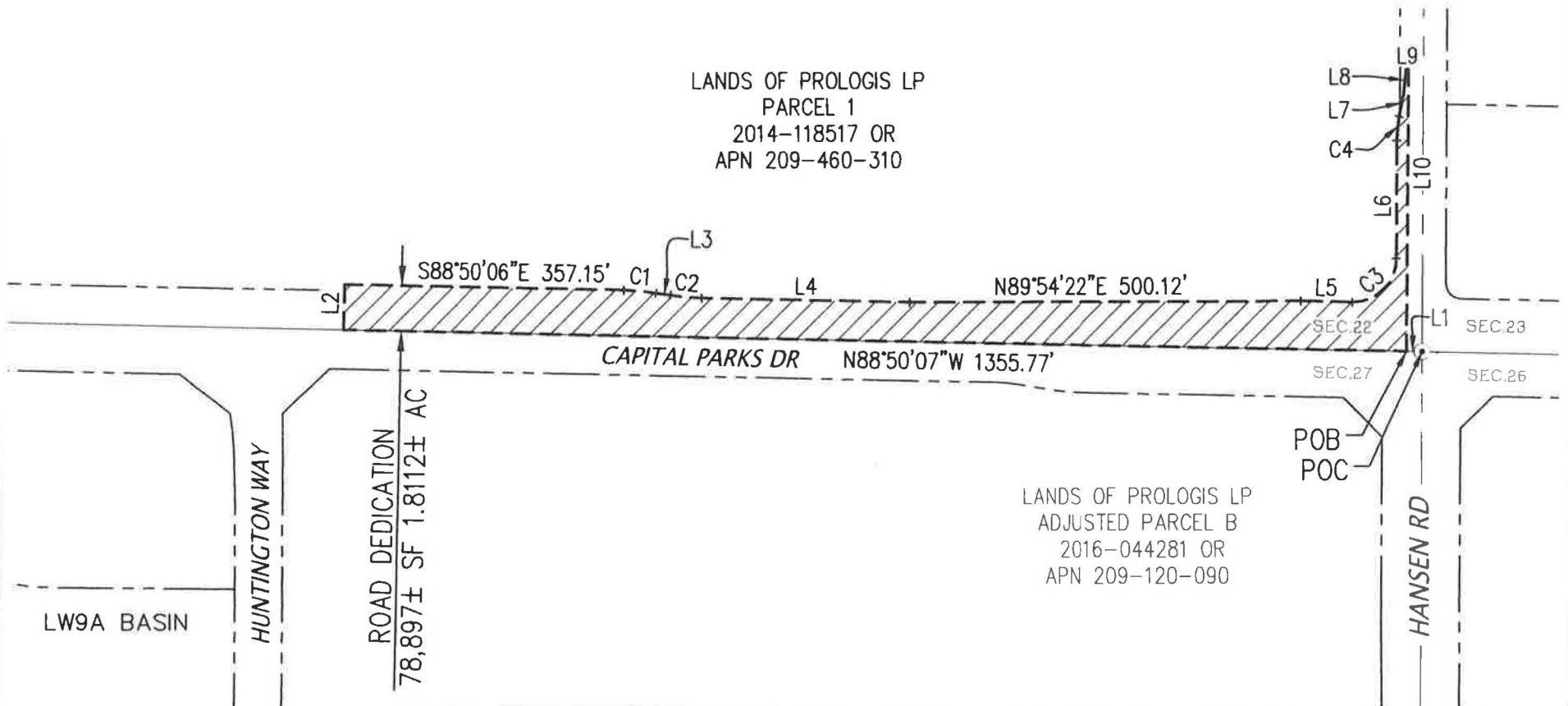
SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



LANDS OF PROLOGIS LP
 ADJUSTED PARCEL B
 2016-044281 OR
 APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

SECTION 22 T2S, R4E, M.D.B.&M.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	20.00'
L2	N1°09'54"E	57.50'
L3	S81°00'22"E	18.22'
L4	S88°50'17"E	263.83'
L5	S88°50'07"E	65.99'
L6	N0°22'49"E	147.82'
L7	N10°46'09"E	30.48'
L8	N5°37'04"E	30.13'
L9	S89°37'11"E	3.34'
L10	S0°30'55"W	354.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	7°49'45"	40.99'
C2	292.00'	7°49'55"	39.91'
C3	55.00'	90°47'04"	87.15'
C4	168.00'	10°23'20"	30.46'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

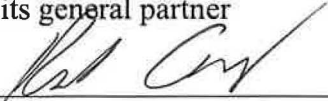
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

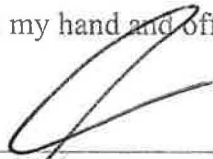
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED PARCELS, NORTH 88° 50' 07" WEST, 1875.98 FEET;

THENCE LEAVING SAID LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 16° 15' 38" EAST, 62.63 FEET,
- 2) SOUTH 88° 50' 25" EAST, 320.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET, THROUGH AN ANGLE OF 07° 50' 03", FOR AN ARC LENGTH OF 40.34 FEET,
- 4) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 5) ALONG SAID CURVE HAVING A RADIUS OF 282.00 FEET, THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 38.35 FEET,
- 6) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 7) ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH AN ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 13.65 FEET, AND
- 8) SOUTH 01° 09' 53" WEST, 53.14 FEET, TO THE **POINT OF BEGINNING**.

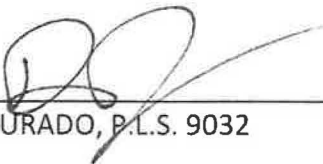
CONTAINING: 96,740 SQUARE FEET OR 2.2209 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION

NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

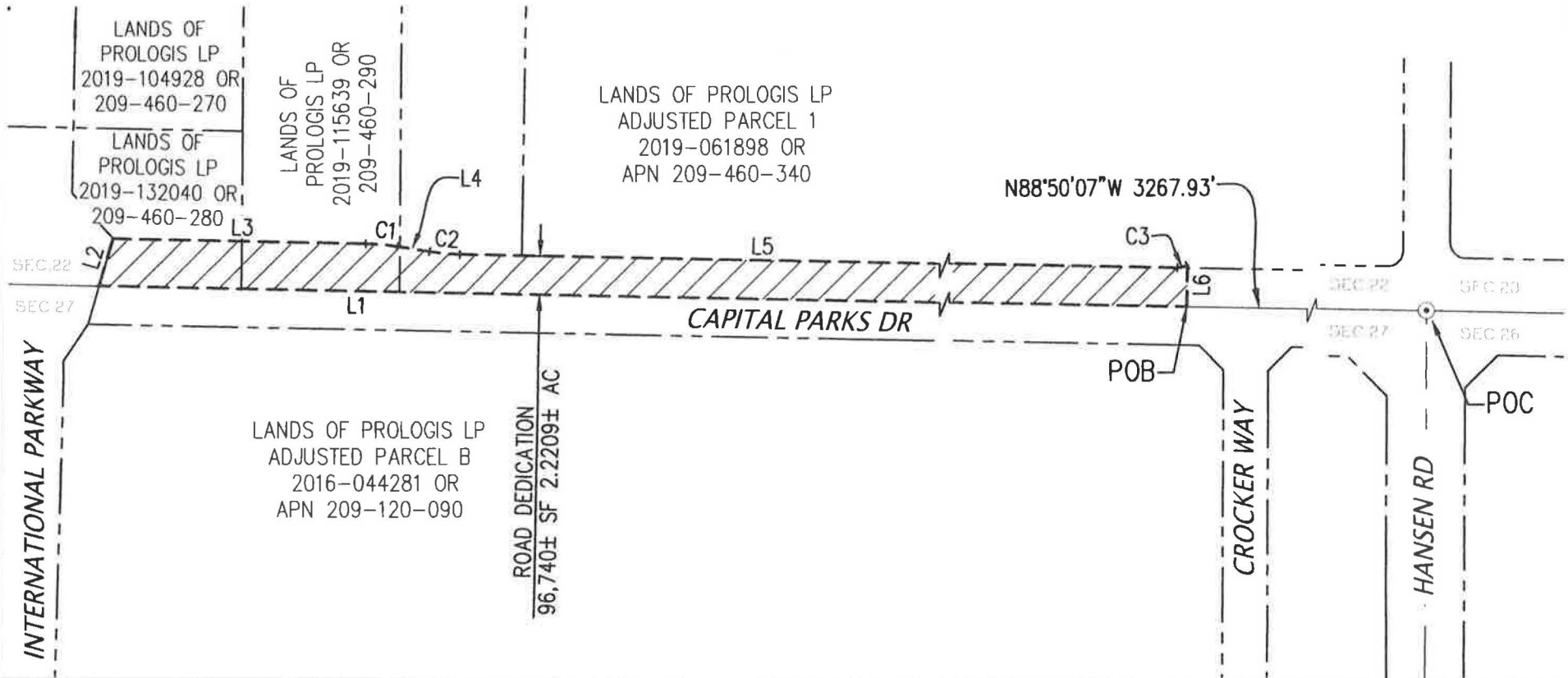
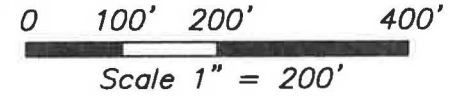
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,875.98'
L2	N16°15'38"E	62.63'
L3	S88°50'25"E	320.12'
L4	S81°00'22"E	41.27'
L5	S88°50'07"E	1,407.06'
L6	S1°09'53"W	53.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°50'03"	40.34'
C2	282.00'	7°49'45"	38.53'
C3	25.00'	31°17'26"	13.65'



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EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

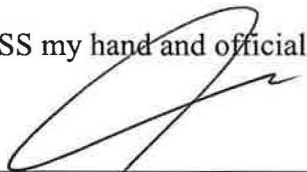
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2021, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY X X X
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 50.51 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTH 00° 22' 49" WEST, 109.92 FEET;

THENCE NORTH 44° 13' 39" WEST, 70.35 FEET;

THENCE NORTH 88° 50' 06" WEST, 331.31 FEET;

THENCE ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET;

THENCE NORTH 81° 00' 22" WEST, 40.72 FEET;

THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET;

THENCE NORTH 88° 50' 06" WEST, 825.35 FEET;

THENCE NORTH 01° 09' 54" EAST, 49.50 FEET, TO A POINT ON SAID NORTHERLY PROPERTY LINE, AND ALSO BEING ON THE NORTHERLY LINE OF SAID SECTION 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1325.27 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 71,701 SQUARE FEET OR 1.6460 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

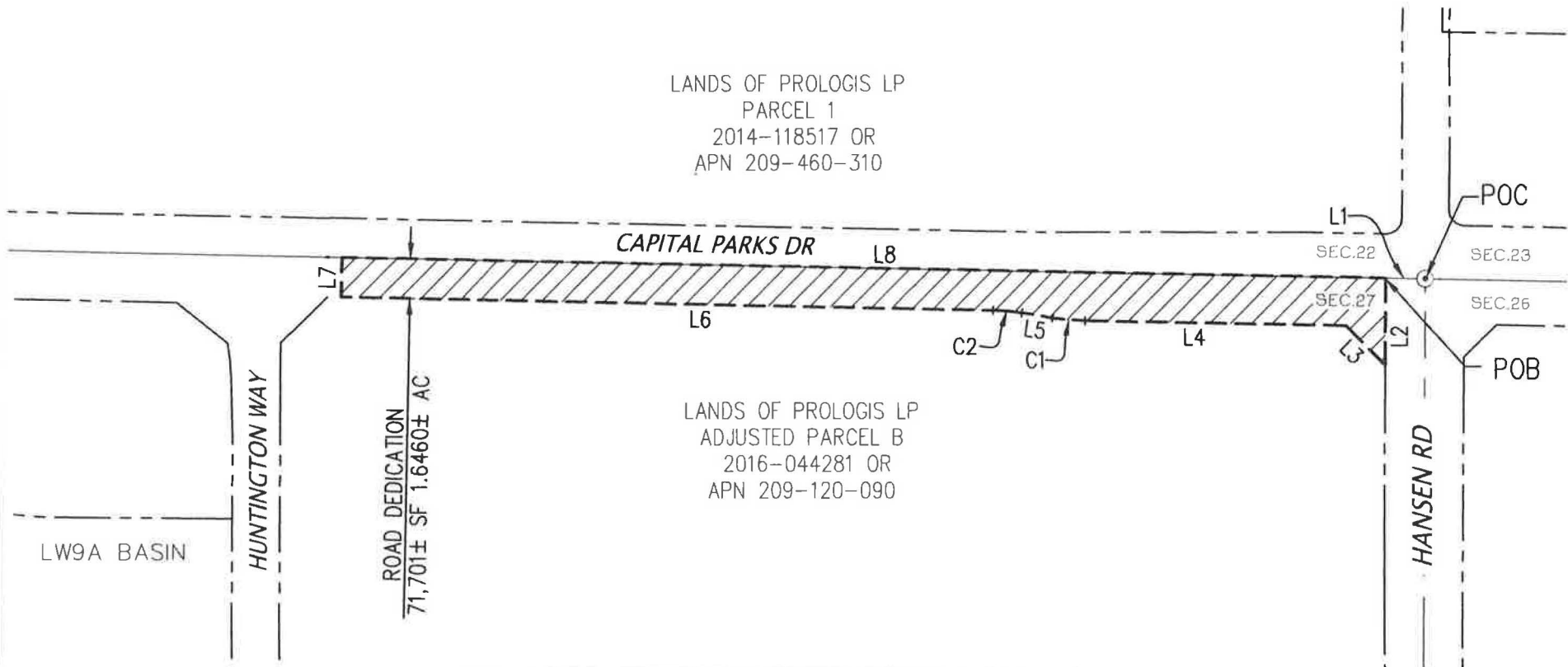
LEGEND

- PROPERTY LINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



0 100' 200' 400'
Scale 1" = 200'



KIER+WRIGHT

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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	50.51'
L2	S0°22'49"W	109.92'
L3	N44°13'39"W	70.35'
L4	N88°50'06"W	331.31'
L5	N81°00'22"W	40.72'
L6	N88°50'06"W	825.35'
L7	N1°09'54"E	49.50'
L8	S88°50'07"E	1,325.27'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	315.00'	7°49'45"	43.04'
C2	270.00'	7°49'45"	36.89'



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EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY XX

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 88° 50' 07" WEST, 306.19 FEET,
- 2) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
- 3) NORTH 81° 00' 22" WEST, 38.54 FEET, AND
- 4) NORTH 88° 50' 07" WEST, 1501.96 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 16° 18' 52" EAST, 51.28 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1873.12 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 95,886 SQUARE FEET OR 2.2012 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25

DATE

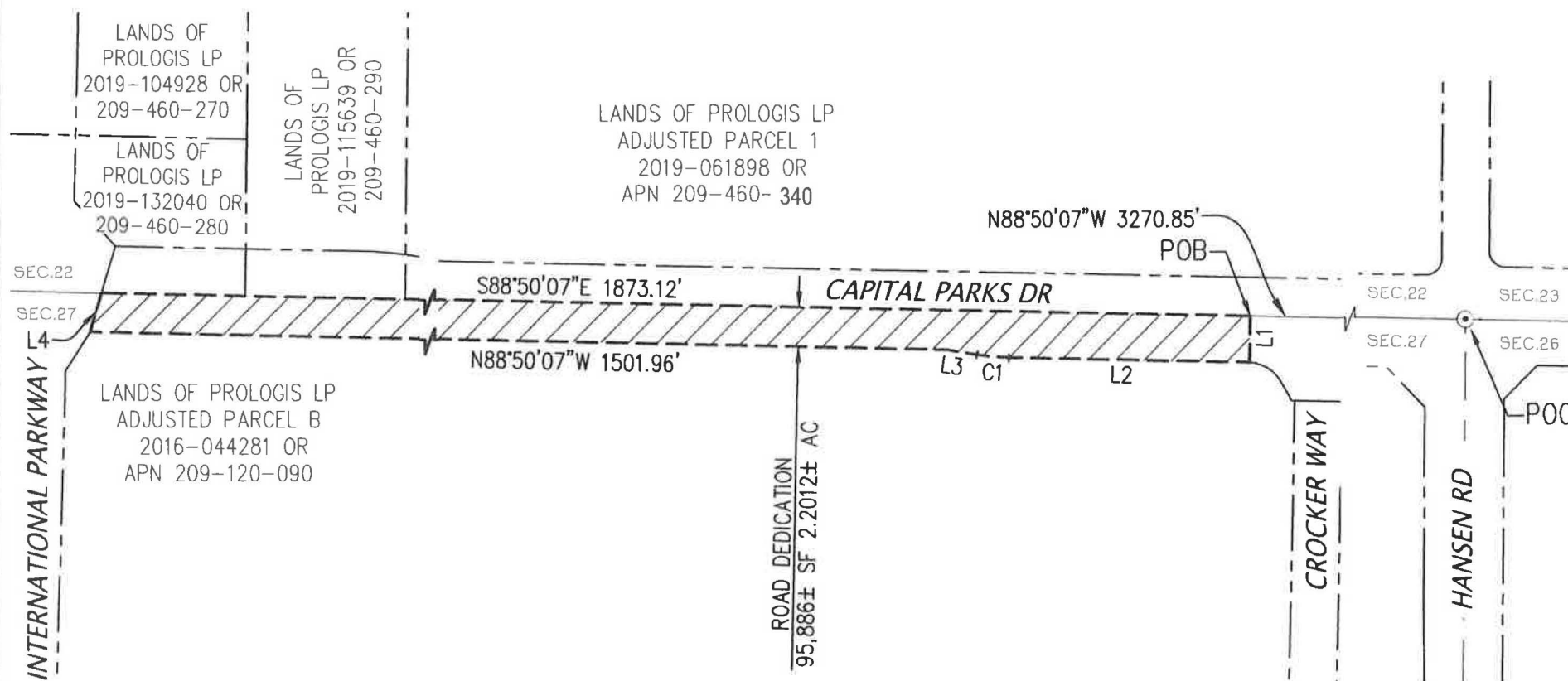
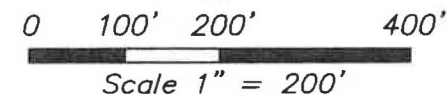


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED ROAD DEDICATION
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	N88°50'07"W	306.19'
L3	N81°00'22"W	38.54'
L4	N16°18'52"E	51.28'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°49'45"	40.31'



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EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

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SEE ATTACHED:

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EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

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[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 53" WEST, 420.03 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PROPERTY;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 30' 54" EAST, 524.02 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY (21-132865 O.R.);

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL (21-132865), SOUTH 88° 52' 08" EAST, 13.35 FEET TO A NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 86° 03' 54" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET;

THENCE SOUTH 00° 22' 49" WEST, 288.25 FEET TO A 200.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 40.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET;

THENCE SOUTH 88° 40' 55" EAST, 317.15 FEET;

THENCE SOUTH 88° 30' 20" EAST, 34.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (21-184962 O.R.);

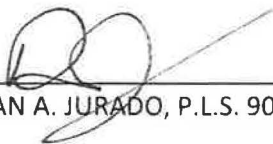
THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 21' 59" WEST, 60.40 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 34,050 SQUARE FEET OR 0.7817 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND AMADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

R=1030.00'
D=4'18'55"
L=77.57'

S88°52'08"E 13.35'

S88°52'08"E 422.79'

S86°03'54"W (R)

N88°52'08"W 418.65'

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

N88°40'55"W 419.23'

ROAD DEDICATION
34,050± SF
0.7817± AC

R=200.00'
D=21'31'25"
L=75.13'

N0°30'54"E 524.02'
S0°22'49"W 288.25'

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

S88°40'55"E 317.15'

S88°30'20"E 34.86'

S0°21'59"W 60.40'

SEC 22

SEC 23

N88°40'53"W 420.03'

R=40.00'
D=67°32'19"
L=47.15'

POB

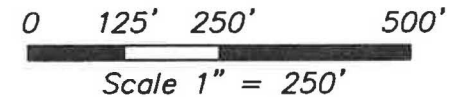
ADJUSTED PARCEL A
2014-101707(LLA)
2014-101708(DEED)
LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

CAPITAL PARKS DR

HANSEN RD

HANSEN ROAD

N64°37'22"E 1034.26'



LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-03
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 209-400-10

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Gurmit S. Sandhu and Narinder Pal Kaur, as husband and wife, as joint tenants represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

This document may be executed in counterpart.

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 21 day of Dec., 2021 to be effective as of 12-21,
2021.

Grantor:


GURMIT S. SANDHU


NARINDER PAL KAUR

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of San Joaquin)

On 12-21-2021, before me, Scott W. Van Ausdal
a Notary Public, personally appeared Gurmit S. Samsher and Narinder

Pal Kaur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Scott W. Van Ausdal
Signature of Notary

(Affix seal here)



CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION
Sandhu Property

EXHIBIT "A"
LEGAL DESCRIPTION
SANDHU PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

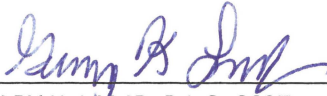
BEING A THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 19, 2005, AS INSTRUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

CONTAINING: 1,265,768 SQUARE FEET OR 29.0580 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

12-10-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

- BOUNDARY LINE
- OTHER PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- SF SQUARE FEET



LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

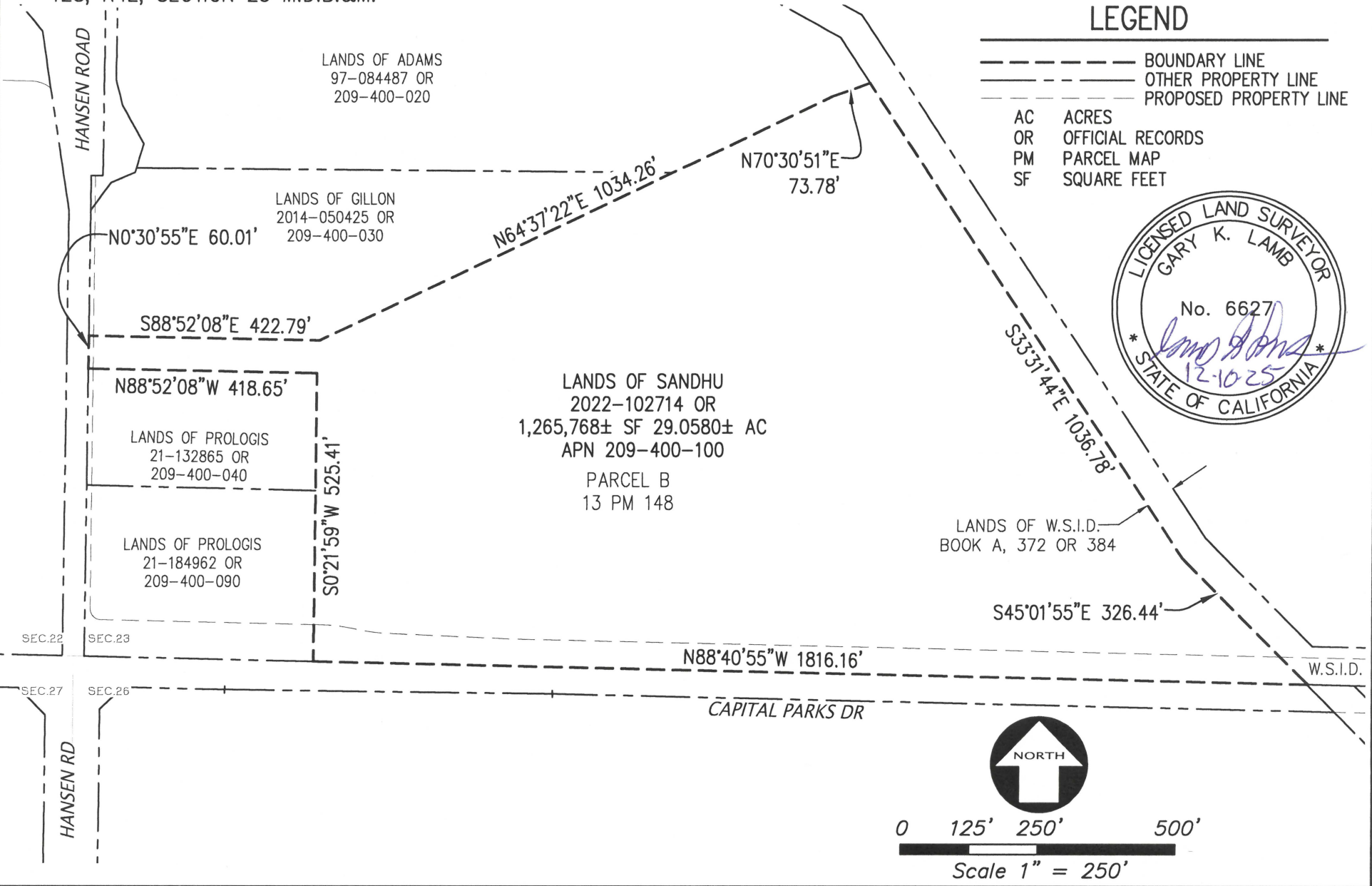
LANDS OF SANDHU
2022-102714 OR
1,265,768± SF 29.0580± AC
APN 209-400-100

PARCEL B
13 PM 148

LANDS OF PROLOGIS
21-132865 OR
209-400-040

LANDS OF PROLOGIS
21-184962 OR
209-400-090

LANDS OF W.S.I.D.
BOOK A, 372 OR 384



0 125' 250' 500'
Scale 1" = 250'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "A"
SANDHU 29 ACRE PARCEL
2022-102714 OR
TRACY, CALIFORNIA

DATE	NOVEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT B
PLAT AND LEGAL
DEPICTION

EXHIBIT "B"
LEGAL DESCRIPTION 1M-01
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 30, 2022, AS INSTRUMENT NO. 2022-102714, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL B OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (2022-102714 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 55" WEST, 1,816.16 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 21' 59" EAST, 60.40 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88° 39' 01" EAST, 79.94 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 11° 29' 45" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 07° 57' 24", AN ARC DISTANCE OF 54.25 FEET;

THENCE SOUTH 87° 28' 09" EAST, 235.94 FEET;

SOUTH 88° 40' 55" EAST, 1395.55 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (2022-102714 OR);

THENCE ALONG SAID EASTERLY PROPERTY LINE SOUTH 45° 01' 55" EAST, 71.71 FEET TO THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26;

THENCE ALONG LAST SAID LINE NORTH 88° 50' 55" WEST, 1816.16 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 90,486 SQUARE FEET OR 2.0773 ACRES OF LAND, MORE OR LESS.

PARCEL B

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PROPERTY (2022-102714 OR), SAID POINT IS ALONG THE EASTERLY RIGHT OF WAY OF HANSEN ROAD, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, AND THE EASTERLY RIGHT OF WAY LINE, NORTH 00° 30' 55" EAST, 60.01 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" EAST, 8.63 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 00° 22' 49" WEST, 60.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL;

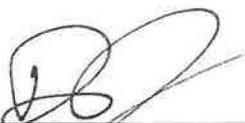
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" WEST, 8.77 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 522 SQUARE FEET OR 0.0120 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.






DEAN A. JURADO, P.L.S. 9032

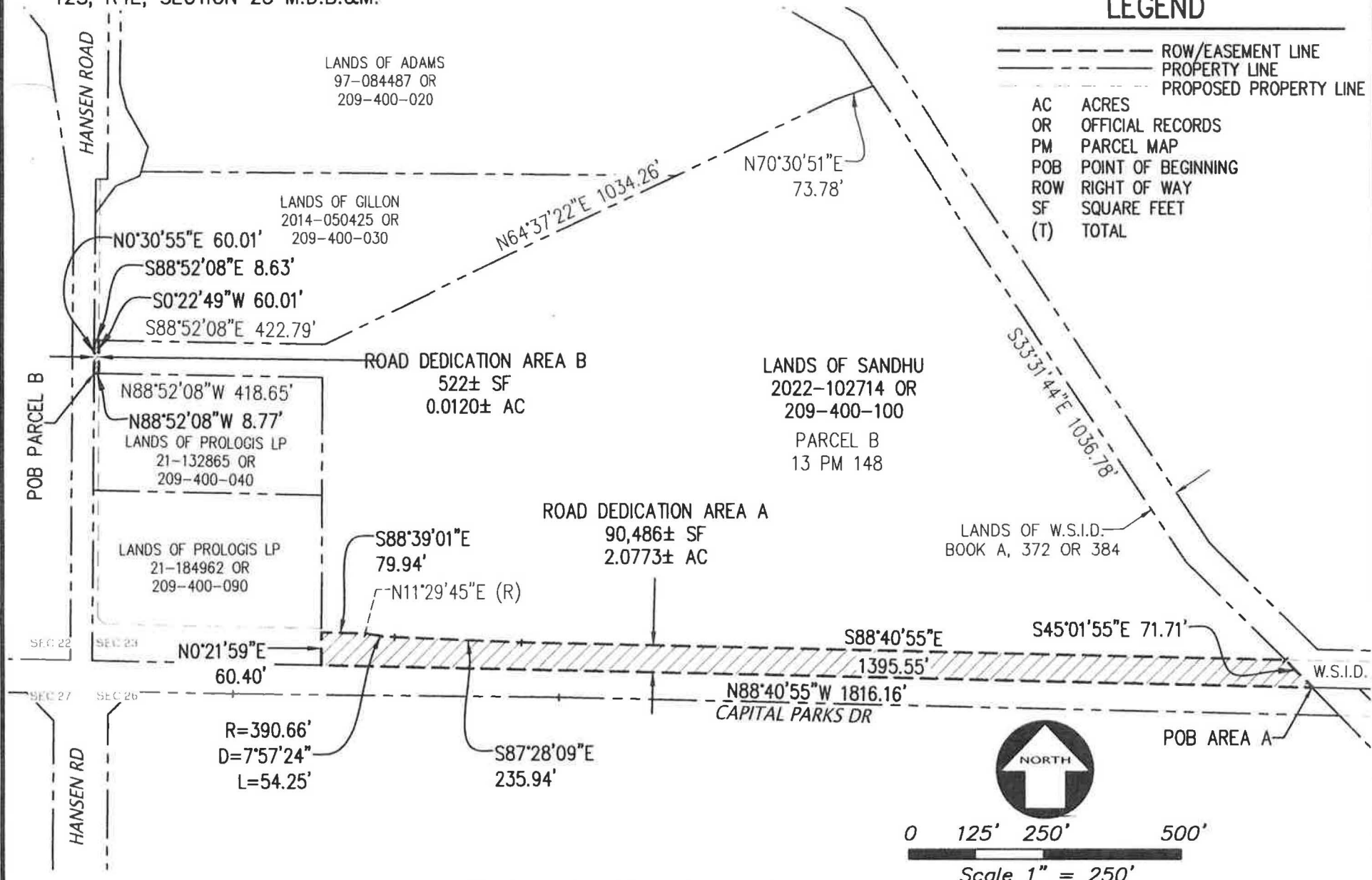
8-28-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

-  ROW/EASEMENT LINE
-  PROPERTY LINE
-  PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-01
CAPITAL PARKS DRIVE
 TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

1. General and special taxes and assessments for the fiscal year 2021-2022.
2. Right of way for a pipe line running in a Northwesterly direction over the Southwesterly corner of the land described herein, together with a right of way for telephone and telegraph lines if desired, as granted to the Valley Pipe Line Co., a corporation, by instrument recorded January 08, 1915 in Book "A" of Deeds, Vol. 252, Page 182 and subsequently assigned to the Shell Oil Company, a corporation, by deed recorded May 10, 1919 in Book "A" of Deeds, Vol. 369, Page 210.
3. An easement for 40 foot right of way and incidental purposes, recorded November 21, 1917 in Book "A" of Deeds, Volume 315, Page 330 .

In Favor of: Pacific Gas and Electric Company
4. An easement for 40 foot right of way and incidental purposes, recorded June 11, 1930 as Book 307, Page 356 of Official Records.

In Favor of: Pacific Gas and Electric Company
5. An easement shown or dedicated on the map of Parcel Map recorded July 25, 2005 and on file in Book 13, Page 148, of Parcel Maps, for Irrigation and incidental purposes.
6. An easement for a subsurface easement for sanitary sewer and incidental purposes, recorded February 23, 1994 as Instrument No. 94025211 of Official Records.

In Favor of: The City of Tracy, a municipal corporation

Exhibit E – Fee Credits

Phase 1M Credit Calculations - Based on 4th City Submittal Dated 12/05/2025

FINAL CREDIT CALCULATION

12/18/2025

Improvements ²	Unit Type	Units	FY 12/13							FY 25/26						
			Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹
PHASE 1M																
Road Costs ³																
Capital Parks Drive - International Pkwy (125 LF east of the intersection) to east of Crocker Way, STA 48+51.90 to 72+90.00 (STA based on Phase 1L plan set start of improvements) - Entire roadway width with no storm drainage	LF	2,438.10	\$ 764.26	\$ 1,863,342.31	\$ 308.77	\$ 752,812.14	\$ 793,235.83	\$ 317,294.34	\$ 1,110,530.17	\$ 1,071.40	\$ 2,612,180.34	\$ 432.86	\$ 1,055,352.97	\$ 1,112,019.55	\$ 444,807.82	\$ 1,556,827.37
Capital Parks Drive - East of Crocker Way to middle of Huntington Way, STA 72+90.00 (STA based on Phase 1L plan set start of improvements) to 85+17.75 - Half the roadway width with no storm drainage (other half of the roadway width will be provided in Ph 1L)	LF	1,227.75	\$ 390.57	\$ 479,522.32	\$ 154.38	\$ 189,540.05	\$ 207,130.19	\$ 82,852.08	\$ 289,982.27	\$ 547.53	\$ 672,229.96	\$ 216.42	\$ 265,712.57	\$ 290,369.56	\$ 116,147.83	\$ 406,517.39
Capital Parks Drive - Middle of Huntington Way to east of Huntington Way, STA 85+17.75 to 86+24.10 - Half the roadway width with no storm drainage (other half of the roadway width and storm drainage will be provided in Ph 1L)	LF	106.35	\$ 390.97	\$ 41,579.66	\$ 154.38	\$ 16,418.31	\$ 17,972.39	\$ 7,188.96	\$ 25,161.35	\$ 548.09	\$ 58,289.37	\$ 216.42	\$ 23,016.52	\$ 25,194.89	\$ 10,077.96	\$ 35,272.85
Capital Parks Drive - East of Huntington Way to Hansen Road, STA 86+24.10 to 94+40.50 - Entire roadway width including the 48" storm drainage	LF	816.40	\$ 1,114.75	\$ 910,081.90	\$ 308.77	\$ 252,079.83	\$ 470,001.48	\$ 188,000.59	\$ 658,002.07	\$ 1,562.75	\$ 1,275,829.10	\$ 432.86	\$ 353,385.90	\$ 658,888.00	\$ 263,555.20	\$ 922,443.20
Capital Parks Drive - East of Huntington Way to Hansen Road (125 LF west of the intersection), STA 94+40.50 to 98+74.89 - Entire roadway width with no storm drainage	LF	434.39	\$ 764.66	\$ 332,160.66	\$ 308.77	\$ 134,126.60	\$ 141,452.90	\$ 56,581.16	\$ 198,034.06	\$ 1,071.96	\$ 465,648.70	\$ 432.86	\$ 188,029.52	\$ 198,299.41	\$ 79,319.77	\$ 277,619.18
Capital Parks Drive - Hansen Road (125 LF east of the intersection) to Medline entrance (end of existing road), STA 101+24.89 to 111+85.09 - 25% of the roadway width is included to account for the transition from two new lanes back into the existing roadway section, no storm drainage, and no signage and striping (temporary)	LF	1,060.20	\$ 192.35	\$ 203,929.47	\$ 77.19	\$ 81,836.84	\$ 87,209.02	\$ 34,883.61	\$ 122,092.63	\$ 269.65	\$ 285,882.93	\$ 108.21	\$ 114,725.50	\$ 122,255.31	\$ 48,902.12	\$ 171,157.43
Capital Parks Drive - Medline entrance (end of existing road) to Road H, STA 111+85.09 to 123+81.08 - Half the roadway width with no storm drainage and no signage and striping (temporary)	LF	1,195.99	\$ 373.42	\$ 446,606.59	\$ 154.38	\$ 184,636.94	\$ 187,121.18	\$ 74,848.47	\$ 261,969.65	\$ 523.49	\$ 626,088.81	\$ 216.42	\$ 258,839.00	\$ 262,321.29	\$ 104,928.52	\$ 367,249.81
Intersection Improvement Hansen and Capital Parks Drive (54) - - Included: Signal, SB: LT, WB: 2 LT, TH, TH/RT, EB: LT, 2 TH, RT (EB: TH lane provided in lieu of the Master Plan EB: free right lane) - Not included: NB: 2 LT, RT, free right (NB: 2 LT, RT lanes were provided in Phase 1B)	EA	1.00	\$ 1,005,034.08	\$ 1,005,034.08	N/A	\$ 104,683.20	\$ 643,107.77	\$ 257,243.11	\$ 900,350.88	\$ 1,408,938.09	\$ 1,408,938.09	N/A	\$ 146,753.37	\$ 901,560.51	\$ 360,624.21	\$ 1,262,184.72
Subtotal Road				\$ 5,282,256.97		\$ 1,716,133.91	\$ 2,547,230.76	\$ 1,018,892.31	\$ 3,566,123.07		\$ 7,405,087.30		\$ 2,405,815.35	\$ 3,570,908.52	\$ 1,428,363.43	\$ 4,999,271.95
Water Costs ^{4,5}																
16" Capital Parks Drive from International Pkwy to Crocker Way (STA 48+44.60 to 68+06.16)	LF	1,961.56	\$ 273.70	\$ 536,878.97	\$ -	\$ -	\$ 383,484.98	\$ 153,393.99	\$ 536,878.97	\$ 383.69	\$ 752,630.96	\$ -	\$ -	\$ 537,593.54	\$ 215,037.42	\$ 752,630.96
16" Capital Parks Drive from Hansen Road to Road H (STA 100+11.98 to 123+75.00)	LF	2,363.02	\$ 273.70	\$ 646,758.57	\$ -	\$ -	\$ 461,970.41	\$ 184,788.16	\$ 646,758.57	\$ 383.69	\$ 906,667.14	\$ -	\$ -	\$ 647,619.39	\$ 259,047.75	\$ 906,667.14
Subtotal Water				\$ 1,183,637.55		\$ -	\$ 845,455.39	\$ 338,182.16	\$ 1,183,637.55		\$ 1,659,298.10		\$ -	\$ 1,185,212.93	\$ 474,085.17	\$ 1,659,298.10
Total Phase 1M				\$ 6,465,894.52		\$ 1,716,133.91	\$ 3,392,686.15	\$ 1,357,074.46	\$ 4,749,760.61		\$ 9,064,385.40		\$ 2,405,815.35	\$ 4,756,121.45	\$ 1,902,448.60	\$ 6,658,570.05

Notes:

¹ The 5% program management (PM) must be paid by the Developer to the City prior to receiving credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.

² Based on the International Park of Commerce Street Improvement Plans - Phase 1M (Fourth City submittal) dated 12/05/25.

³ Based on the City of Tracy Transportation Master Plan adopted in 2014. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

⁴ Based on the City of Tracy Water Master Plan adopted in 2014. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2025 costs (15,282.03/10,901.09).

⁵ Assumes 85% Pricing.

Fees Due at time of Building Permit ¹

Improvements	FY 12/13					FY 25/26				
	Plan Check ²	CM & I 3%	Conting 5%	PM 5%	Total Costs Due to City at BP	Plan Check ²	CM & I 3%	Conting 5%	PM 5%	Total Costs Due to City at BP
Road Costs										
Capital Parks Drive - International Pkwy (125 LF east of the intersection) to east of Crocker Way, STA 48+51.90 to 72+90.00 (STA based on Phase 1L plan set start of improvements) - Entire roadway width with no storm drainage	TBD	\$ 23,797.07	\$ 39,661.79	\$ 39,661.79	\$ 103,120.65	TBD	\$ 33,360.59	\$ 55,600.98	\$ 55,600.98	\$ 144,562.55
Capital Parks Drive - East of Crocker Way to middle of Huntington Way, STA 72+90.00 (STA based on Phase 1L plan set start of improvements) to 85+17.75 - Half the roadway width with no storm drainage (other half of the roadway width will be provided in Ph 1L)	TBD	\$ 6,213.91	\$ 10,356.51	\$ 10,356.51	\$ 26,926.93	TBD	\$ 8,711.09	\$ 14,518.48	\$ 14,518.48	\$ 37,748.05
Capital Parks Drive - Middle of Huntington Way to east of Huntington Way, STA 85+17.75 to 86+24.10 - Half the roadway width with no storm drainage (other half of the roadway width and storm drainage will be provided in Ph 1L)	TBD	\$ 539.17	\$ 898.62	\$ 898.62	\$ 2,336.41	TBD	\$ 755.85	\$ 1,259.74	\$ 1,259.74	\$ 3,275.33
Capital Parks Drive - East of Huntington Way to Hansen Road, STA 86+24.10 to 94+40.50 - Entire roadway width including the 48" storm drainage	TBD	\$ 14,100.04	\$ 23,500.07	\$ 23,500.07	\$ 61,100.18	TBD	\$ 19,766.64	\$ 32,944.40	\$ 32,944.40	\$ 85,655.44
Capital Parks Drive - East of Huntington Way to Hansen Road (125 LF west of the intersection), STA 94+40.50 to 98+74.89 - Entire roadway width with no storm drainage	TBD	\$ 4,243.59	\$ 7,072.65	\$ 7,072.65	\$ 18,388.89	TBD	\$ 5,948.98	\$ 9,914.97	\$ 9,914.97	\$ 25,778.92
Capital Parks Drive - Hansen Road (125 LF east of the intersection) to Medline entrance (end of existing road), STA 101+24.89 to 111+85.09 - 25% of the roadway width is included to account for the transition from two new lanes back into the existing roadway section, no storm drainage, and no signage and striping (temporary)	TBD	\$ 2,616.27	\$ 4,360.45	\$ 4,360.45	\$ 11,337.17	TBD	\$ 3,667.66	\$ 6,112.77	\$ 6,112.77	\$ 15,893.20
Capital Parks Drive - Medline entrance (end of existing road) to Road H, STA 111+85.09 to 123+81.08 - Half the roadway width with no storm drainage and no signage and striping (temporary)	TBD	\$ 5,613.64	\$ 9,356.06	\$ 9,356.06	\$ 24,325.76	TBD	\$ 7,869.64	\$ 13,116.06	\$ 13,116.06	\$ 34,101.76
Intersection Improvement Hansen and Capital Parks Drive (54) - - Included: Signal, SB: LT, WB: 2 LT, TH, TH/RT, EB: LT, 2 TH, RT (EB: TH lane provided in lieu of the Master Plan EB: free right lane) - Not included: NB: 2 LT, RT, free right (NB: 2 LT, RT lanes were provided in Phase 1B)	TBD	\$ 19,293.23	\$ 32,155.39	\$ 32,155.39	\$ 83,604.01	TBD	\$ 27,046.82	\$ 45,078.03	\$ 45,078.03	\$ 117,202.88
Subtotal Road	TBD	\$ 76,416.92	\$ 127,361.54	\$ 127,361.54	\$ 331,140.00	TBD	\$ 107,127.27	\$ 178,545.43	\$ 178,545.43	\$ 464,218.13
Water Costs										
16" Capital Parks Drive from International Pkwy to Crocker Way (STA 48+44.60 to 68+06.16)	TBD	\$ 11,504.55	\$ 19,174.25	\$ 19,174.25	\$ 49,853.05	TBD	\$ 16,127.81	\$ 26,879.68	\$ 26,879.68	\$ 69,887.17
16" Capital Parks Drive from Hansen Road to Road H (STA 100+11.98 to 123+75.00)	TBD	\$ 13,859.11	\$ 23,098.52	\$ 23,098.52	\$ 60,056.15	TBD	\$ 19,428.58	\$ 32,380.97	\$ 32,380.97	\$ 84,190.52
Subtotal Water	TBD	\$ 25,363.66	\$ 42,272.77	\$ 42,272.77	\$ 109,909.20	TBD	\$ 35,556.39	\$ 59,260.65	\$ 59,260.65	\$ 154,077.69
Total	TBD	\$ 101,780.58	\$ 169,634.31	\$ 169,634.31	\$ 441,049.20	TBD	\$ 142,683.66	\$ 237,806.08	\$ 237,806.08	\$ 618,295.82

Notes:

¹ Fees due at Building Permit Issuance are calculated as percentages of the estimated construction cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees rather than paying the Program Management Fees at the time of Building Permit issuance.

² Plan Check Fees are calculated in accordance with the Amendment to the Master Fee Schedule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Exhibit F – BBID Future IOD Area (Legal Description & Plat)

LEGAL DESCRIPTION
IRRIGATION EASEMENT FOR BYRON BETHANY IRRIGATION DISTRICT

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF WEST SIDE IRRIGATION DISTRICT, AS DESCRIBED IN THAT GRANT DEED, RECORDED IN BOOK "A" OF DEEDS, VOLUME 372, PAGE 384, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, NORTH 88° 40' 55" WEST, 2945.57 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LANDS OF WEST SIDE IRRIGATION DISTRICT, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE, ALONG SAID NORTHEASTERLY LINE, SOUTH 44° 40' 37" EAST, 228.90 FEET;


THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 1° 09' 54" WEST, 83.63 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LANDS OF WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 44° 40' 37" WEST, 349.28 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG SAID NORTH LINE, SOUTH 86.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 17,345 SQUARE FEET, OR 0.3982 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN JURADO, P.L.S. 9032

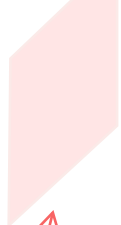
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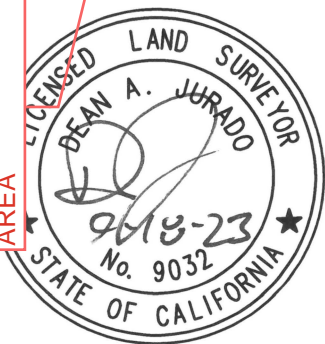


0 50' 100' 200'

Scale 1" = 100 ft



APPROXIMATE
FUTURE BBID IOD
AREA



BYRON BETHANY IRRIGATION DISTRICT
IRRIGATION EASEMENT
AREA = 17,345± SQUARE FEET OR 0.3982± ACRES

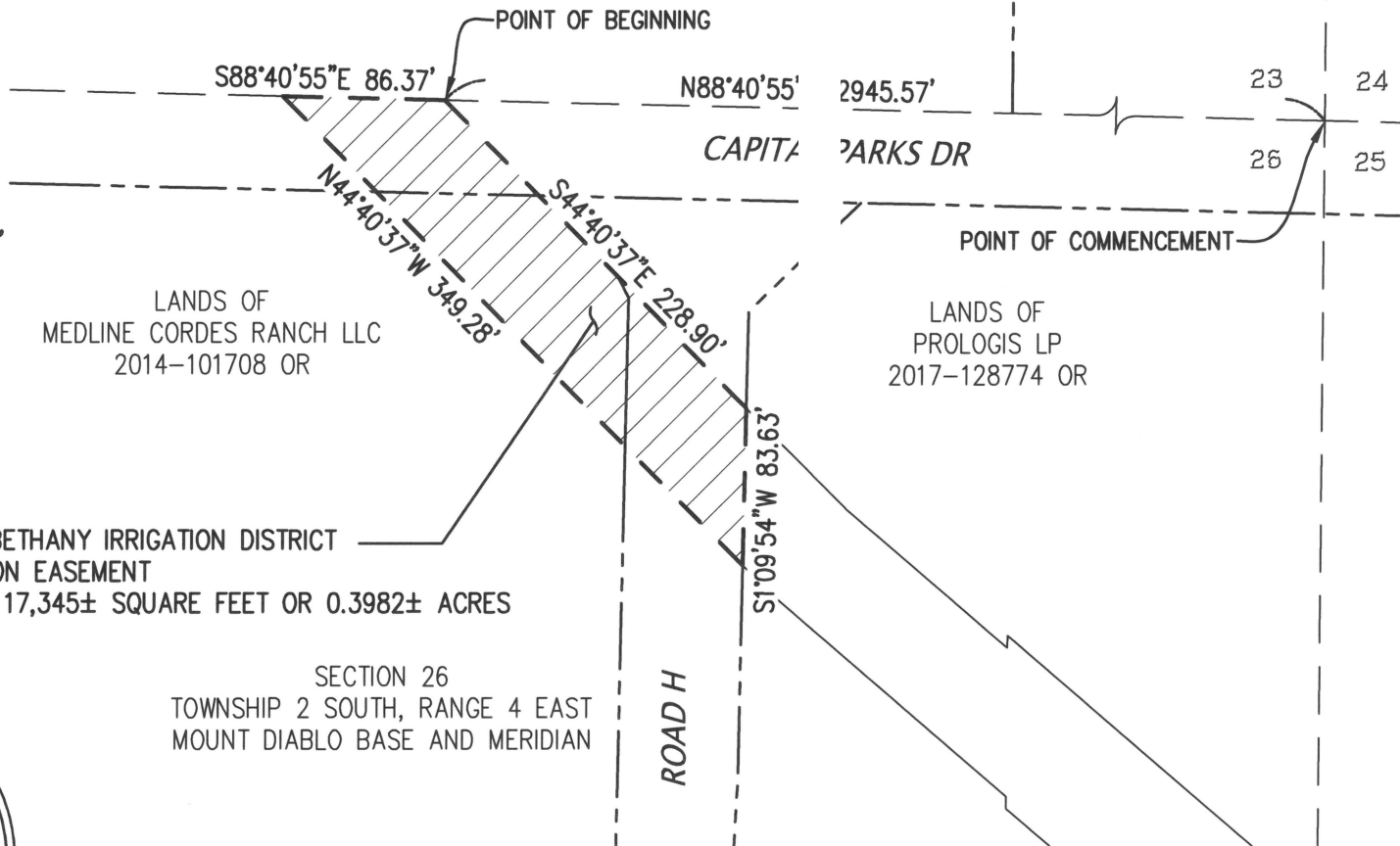
SECTION 26
TOWNSHIP 2 SOUTH, RANGE 4 EAST
MOUNT DIABLO BASE AND MERIDIAN

LANDS OF
POMBO PROPERTIES, LLC
2019-062893 OR

LANDS OF
POMBO PROPERTIES, LLC
2019-062893 OR

LANDS OF
MEDLINE CORDES RANCH LLC
2014-101708 OR

LANDS OF
PROLOGIS LP
2017-128774 OR



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
IRRIGATION EASEMENT FOR BYRON BETHANY
IRRIGATION DISTRICT UPPER MAIN CANAL

TRACY,

CALIFORNIA

DATE	SEPT., 2023
SCALE	1" = 100'
BY	JF
JOB NO.	A09500-417
SHEET	1 OF 1

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

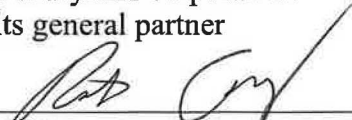
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 50' 07" WEST, 20.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID LINE, NORTH 88° 50' 07" WEST, 1355.77 FEET;

THENCE LEAVING SAID LINE, NORTH 01° 09' 54" EAST, 57.50 FEET;

THENCE SOUTH 88° 50' 06" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 40.99 FEET;

THENCE SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 292.00 FEET THROUGH AN ANGLE OF 07° 49' 55" FOR AN ARC LENGTH OF 39.91 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 88° 50' 17" EAST, 263.83 FEET;

THENCE NORTH 89° 54' 22" EAST, 500.12 FEET;

THENCE SOUTH 88° 50' 07" EAST, 65.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET THROUGH AN ANGLE OF 90° 47' 04" FOR AN ARC LENGTH OF 87.15 FEET;

THENCE NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 168.00 FEET THROUGH A CENTRAL ANGLE OF 10° 23' 20" FOR AN ARC LENGTH OF 30.46 FEET;

THENCE NORTH 10° 46' 09" EAST, 30.48 FEET;

THENCE NORTH 05° 37' 04" EAST, 30.13 FEET;

THENCE SOUTH 89° 37' 11" EAST, 3.34 FEET;

THENCE SOUTH 00° 30' 55" WEST, 354.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 78,897 SQUARE FEET OR 1.8112 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

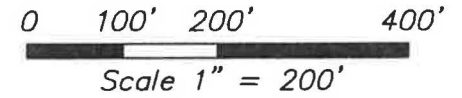
10-13-25
DATE



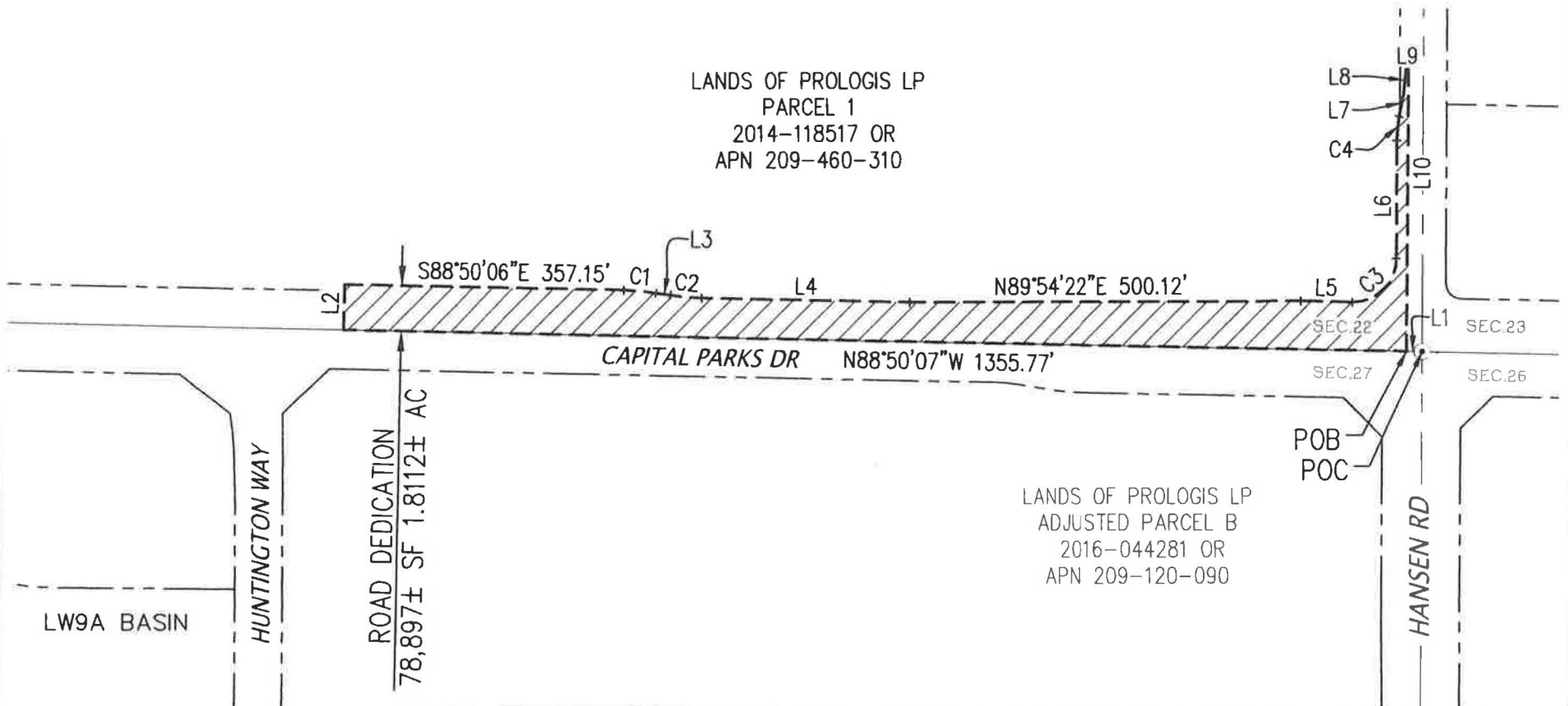
SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

SECTION 22 T2S, R4E, M.D.B.&M.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	20.00'
L2	N1°09'54"E	57.50'
L3	S81°00'22"E	18.22'
L4	S88°50'17"E	263.83'
L5	S88°50'07"E	65.99'
L6	N0°22'49"E	147.82'
L7	N10°46'09"E	30.48'
L8	N5°37'04"E	30.13'
L9	S89°37'11"E	3.34'
L10	S0°30'55"W	354.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	7°49'45"	40.99'
C2	292.00'	7°49'55"	39.91'
C3	55.00'	90°47'04"	87.15'
C4	168.00'	10°23'20"	30.46'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

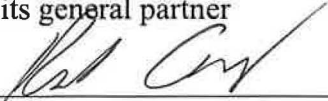
[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

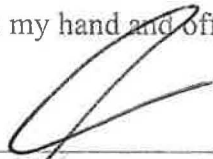
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED PARCELS, NORTH 88° 50' 07" WEST, 1875.98 FEET;

THENCE LEAVING SAID LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 16° 15' 38" EAST, 62.63 FEET,
- 2) SOUTH 88° 50' 25" EAST, 320.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE HAVING A RADIUS OF 295.00 FEET, THROUGH AN ANGLE OF 07° 50' 03", FOR AN ARC LENGTH OF 40.34 FEET,
- 4) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 5) ALONG SAID CURVE HAVING A RADIUS OF 282.00 FEET, THROUGH AN ANGLE OF 07° 49' 45" FOR AN ARC LENGTH OF 38.35 FEET,
- 6) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 7) ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH AN ANGLE OF 31° 17' 26" FOR AN ARC LENGTH OF 13.65 FEET, AND
- 8) SOUTH 01° 09' 53" WEST, 53.14 FEET, TO THE **POINT OF BEGINNING**.

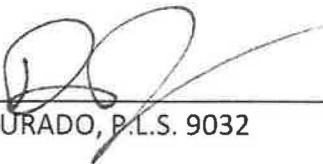
CONTAINING: 96,740 SQUARE FEET OR 2.2209 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION

NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

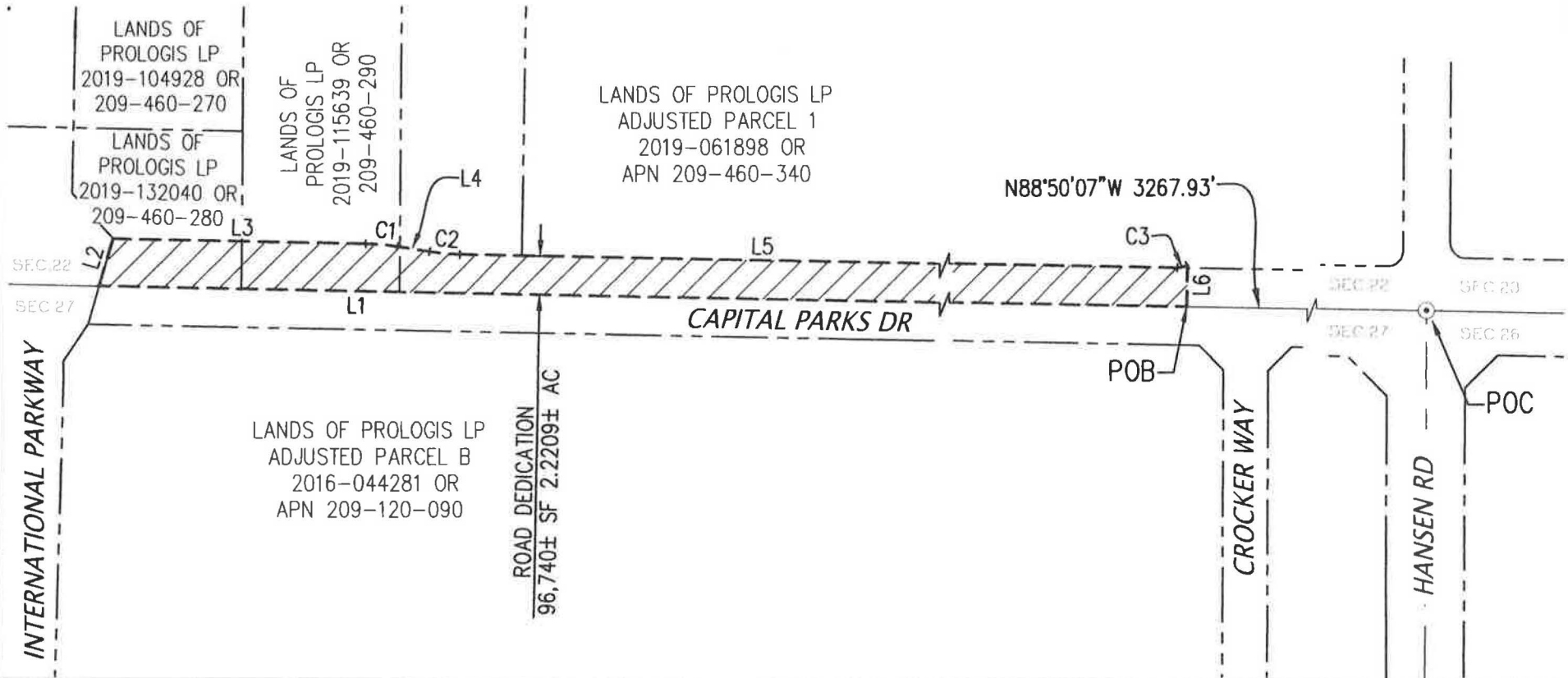
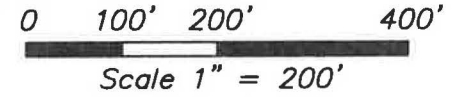
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	1,875.98'
L2	N16°15'38"E	62.63'
L3	S88°50'25"E	320.12'
L4	S81°00'22"E	41.27'
L5	S88°50'07"E	1,407.06'
L6	S1°09'53"W	53.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°50'03"	40.34'
C2	282.00'	7°49'45"	38.53'
C3	25.00'	31°17'26"	13.65'



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EXHIBIT "B"
ROAD DEDICATION 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

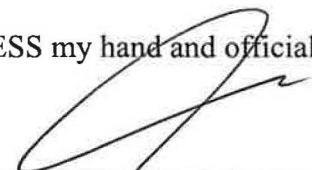
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2021, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY X X X
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 50.51 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, SOUTH 00° 22' 49" WEST, 109.92 FEET;

THENCE NORTH 44° 13' 39" WEST, 70.35 FEET;

THENCE NORTH 88° 50' 06" WEST, 331.31 FEET;

THENCE ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET;

THENCE NORTH 81° 00' 22" WEST, 40.72 FEET;

THENCE ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET;

THENCE NORTH 88° 50' 06" WEST, 825.35 FEET;

THENCE NORTH 01° 09' 54" EAST, 49.50 FEET, TO A POINT ON SAID NORTHERLY PROPERTY LINE, AND ALSO BEING ON THE NORTHERLY LINE OF SAID SECTION 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1325.27 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING: 71,701 SQUARE FEET OR 1.6460 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE



SECTION 27 T2S, R4E, M.D.B.&M.

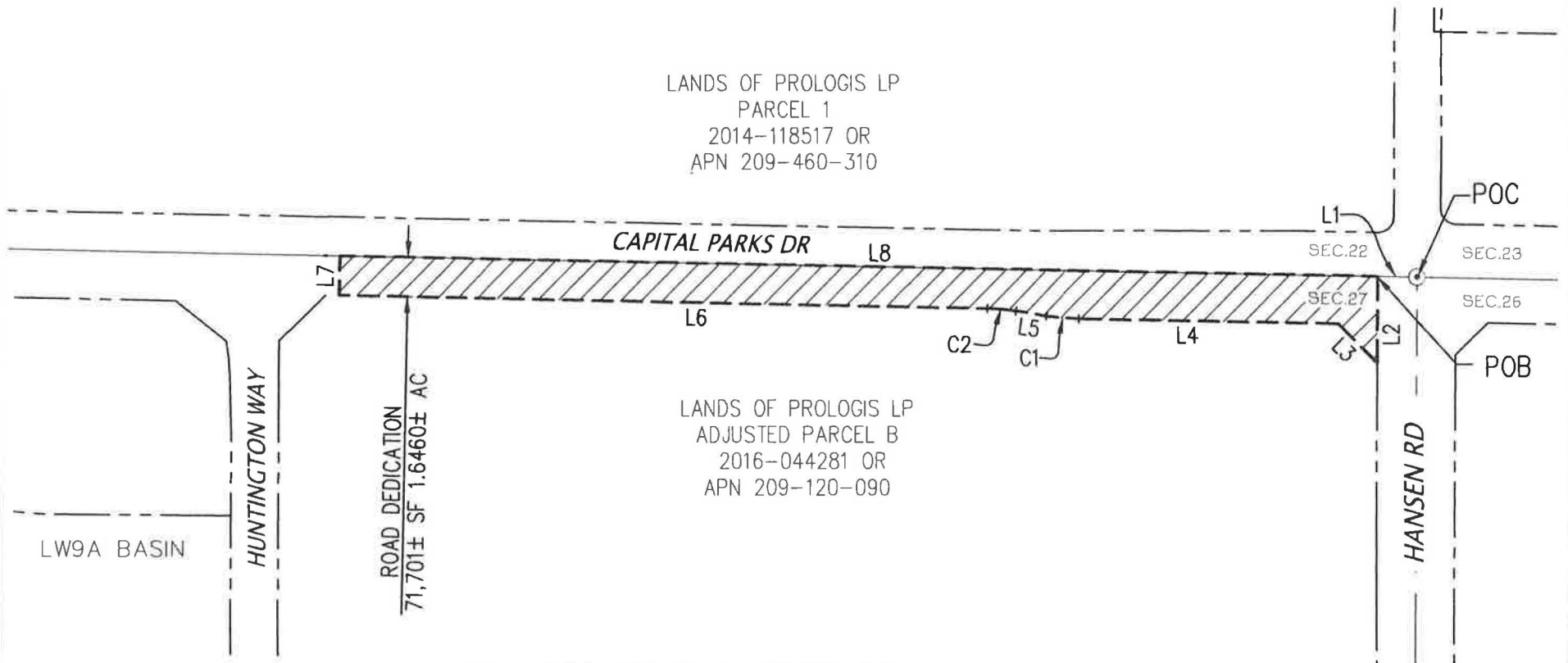
LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



0 100' 200' 400'
Scale 1" = 200'



LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN 209-460-310

LANDS OF PROLOGIS LP
ADJUSTED PARCEL B
2016-044281 OR
APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	50.51'
L2	S0°22'49"W	109.92'
L3	N44°13'39"W	70.35'
L4	N88°50'06"W	331.31'
L5	N81°00'22"W	40.72'
L6	N88°50'06"W	825.35'
L7	N1°09'54"E	49.50'
L8	S88°50'07"E	1,325.27'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	315.00'	7°49'45"	43.04'
C2	270.00'	7°49'45"	36.89'



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Manteca, CA 95337

Phone: (209) 328-1123
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EXHIBIT "B"
ROAD DEDICATION 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PROLOGIS, L.P., a Delaware limited partnership, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By: [Signature]

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

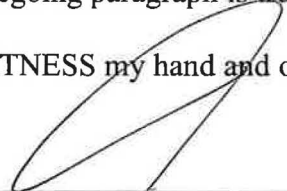
On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY XX

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR), THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 88° 50' 07" WEST, 306.19 FEET,
- 2) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.31 FEET,
- 3) NORTH 81° 00' 22" WEST, 38.54 FEET, AND
- 4) NORTH 88° 50' 07" WEST, 1501.96 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 16° 18' 52" EAST, 51.28 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27;

THENCE ALONG SAID LINE, SOUTH 88° 50' 07" EAST, 1873.12 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 95,886 SQUARE FEET OR 2.2012 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE

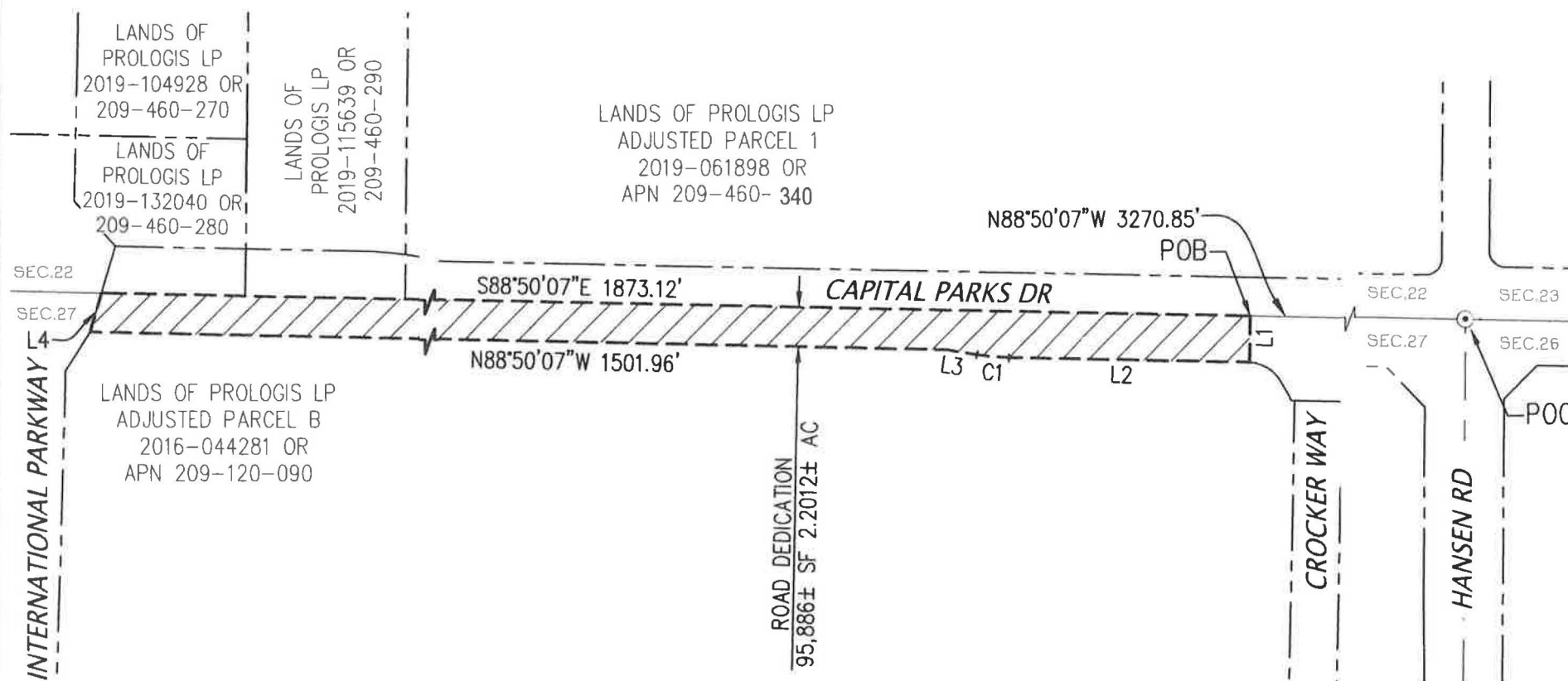
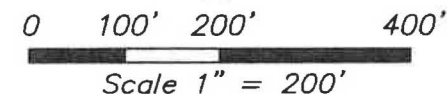


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED ROAD DEDICATION
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



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EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	N88°50'07"W	306.19'
L3	N81°00'22"W	38.54'
L4	N16°18'52"E	51.28'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	295.00'	7°49'45"	40.31'



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EXHIBIT "B"
ROAD DEDICATION 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

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[Signature Page Follows]

SIGNATURE PAGE

Signed this 8 day of December, 2025

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

By:  _____

Name: Robert Gray

Title: VP Investment Officer

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STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

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a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 2025, and the Grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 53" WEST, 420.03 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PROPERTY;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 30' 54" EAST, 524.02 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY (21-132865 O.R.);

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL (21-132865), SOUTH 88° 52' 08" EAST, 13.35 FEET TO A NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID NON-TANGENT 1030.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 86° 03' 54" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET;

THENCE SOUTH 00° 22' 49" WEST, 288.25 FEET TO A 200.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 40.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG THE ARC OF 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET;

THENCE SOUTH 88° 40' 55" EAST, 317.15 FEET;

THENCE SOUTH 88° 30' 20" EAST, 34.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (21-184962 O.R.);

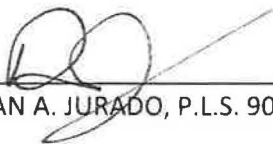
THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 21' 59" WEST, 60.40 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 34,050 SQUARE FEET OR 0.7817 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND AMADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

R=1030.00'
D=4'18'55"
L=77.57'

S88°52'08"E 13.35'

S88°52'08"E 422.79'

S86°03'54"W (R)

N88°52'08"W 418.65'

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

N88°40'55"W 419.23'

ROAD DEDICATION
34,050± SF
0.7817± AC

R=200.00'
D=21'31'25"
L=75.13'

N0°30'54"E 524.02'
S0°22'49"W 288.25'

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

S88°40'55"E 317.15'

S88°30'20"E 34.86'

S0°21'59"W 60.40'

SEC 22

SEC 23

N88°40'53"W 420.03'

R=40.00'
D=67°32'19"
L=47.15'

POB

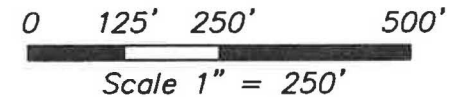
ADJUSTED PARCEL A
2014-101707(LLA)
2014-101708(DEED)
LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

CAPITAL PARKS DR

HANSEN RD

HANSEN ROAD

N64°37'22"E 1034.26'



LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-03
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMISSIBLE
ENCUMBRANCES

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APN: 209-400-10

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Gurmit S. Sandhu and Narinder Pal Kaur, as husband and wife, as joint tenants represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

This document may be executed in counterpart.

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 21 day of Dec., 2021 to be effective as of 12-21,
2021.

Grantor:


GURMIT S. SANDHU


NARINDER PAL KAUR

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of San Joaquin)

On 12-21-2021, before me, Scott W. Van Ausdal
a Notary Public, personally appeared Gurmit S. Samsher and Narinder

Pal Kaur who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Scott W. Van Ausdal
Signature of Notary

(Affix seal here)



CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION
Sandhu Property

EXHIBIT "A"
LEGAL DESCRIPTION
SANDHU PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

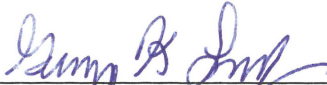
BEING A THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED DECEMBER 19, 2005, AS INSTRUMENT NO. 2005-315182, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

CONTAINING: 1,265,768 SQUARE FEET OR 29.0580 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

12-10-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

- BOUNDARY LINE
- OTHER PROPERTY LINE
- PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- SF SQUARE FEET



LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

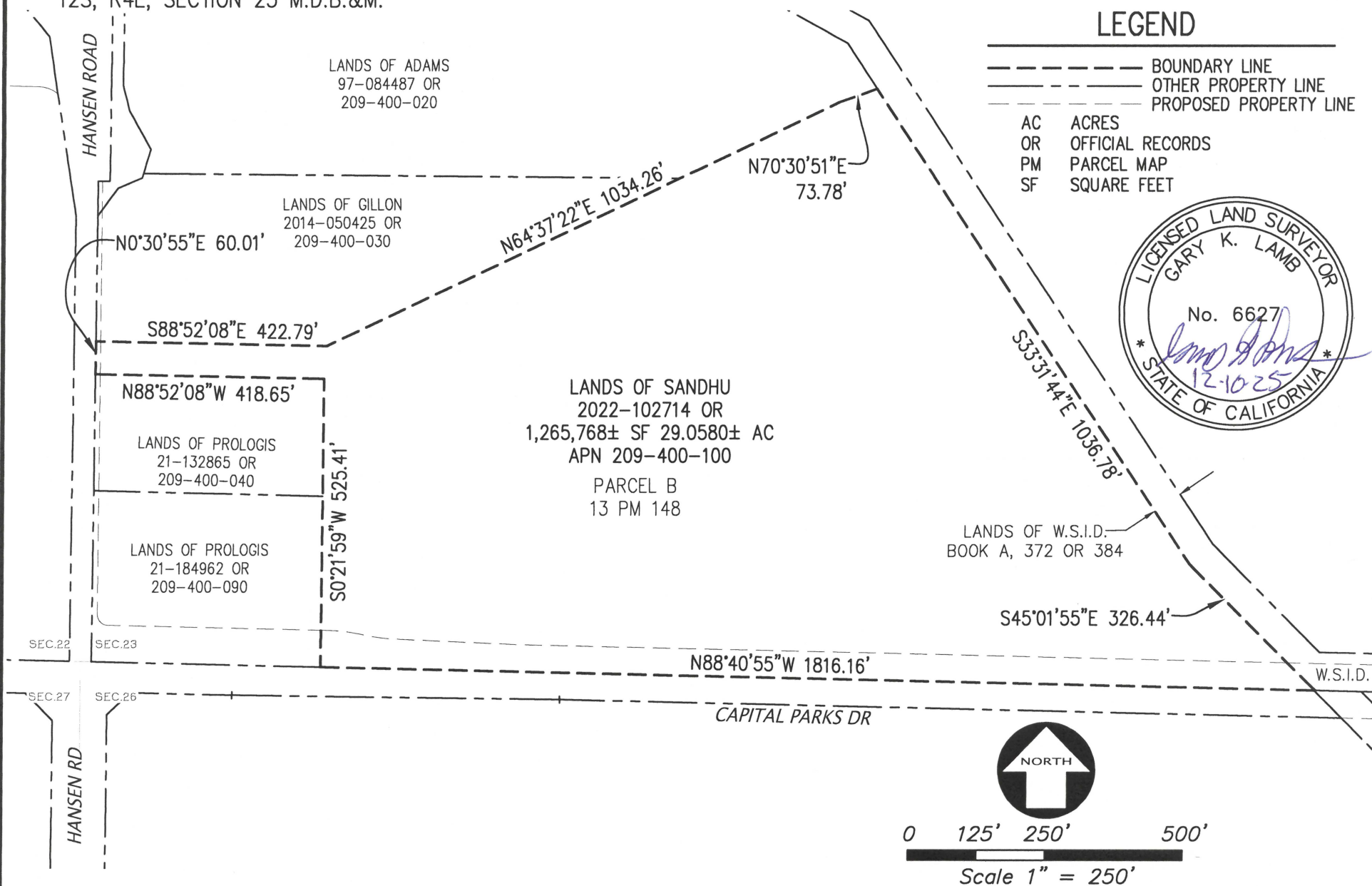
LANDS OF SANDHU
2022-102714 OR
1,265,768± SF 29.0580± AC
APN 209-400-100

PARCEL B
13 PM 148

LANDS OF PROLOGIS
21-132865 OR
209-400-040

LANDS OF PROLOGIS
21-184962 OR
209-400-090

LANDS OF W.S.I.D.
BOOK A, 372 OR 384



0 125' 250' 500'
Scale 1" = 250'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "A"
SANDHU 29 ACRE PARCEL
2022-102714 OR

TRACY,

CALIFORNIA

DATE	NOVEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT B
PLAT AND LEGAL
DEPICTION

EXHIBIT "B"
LEGAL DESCRIPTION 1M-01
ROAD DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 30, 2022, AS INSTRUMENT NO. 2022-102714, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL B OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD JULY 25, 1985, IN BOOK 13 OF PARCEL MAPS AT PAGE 148, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (2022-102714 OR), THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, NORTH 88° 40' 55" WEST, 1,816.16 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 21' 59" EAST, 60.40 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88° 39' 01" EAST, 79.94 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF A NON-TANGENT 290.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 11° 29' 45" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 07° 57' 24", AN ARC DISTANCE OF 54.25 FEET;

THENCE SOUTH 87° 28' 09" EAST, 235.94 FEET;

SOUTH 88° 40' 55" EAST, 1395.55 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY (2022-102714 OR);

THENCE ALONG SAID EASTERLY PROPERTY LINE SOUTH 45° 01' 55" EAST, 71.71 FEET TO THE SOUTHERLY LINE OF SAID PARCEL, AND THE LINE COMMON TO SAID SECTIONS 23 AND 26;

THENCE ALONG LAST SAID LINE NORTH 88° 50' 55" WEST, 1816.16 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 90,486 SQUARE FEET OR 2.0773 ACRES OF LAND, MORE OR LESS.

PARCEL B

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PROPERTY (2022-102714 OR), SAID POINT IS ALONG THE EASTERLY RIGHT OF WAY OF HANSEN ROAD, THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, AND THE EASTERLY RIGHT OF WAY LINE, NORTH 00° 30' 55" EAST, 60.01 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" EAST, 8.63 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 00° 22' 49" WEST, 60.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL;

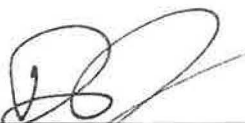
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 88° 52' 08" WEST, 8.77 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 522 SQUARE FEET OR 0.0120 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.






DEAN A. JURADO, P.L.S. 9032

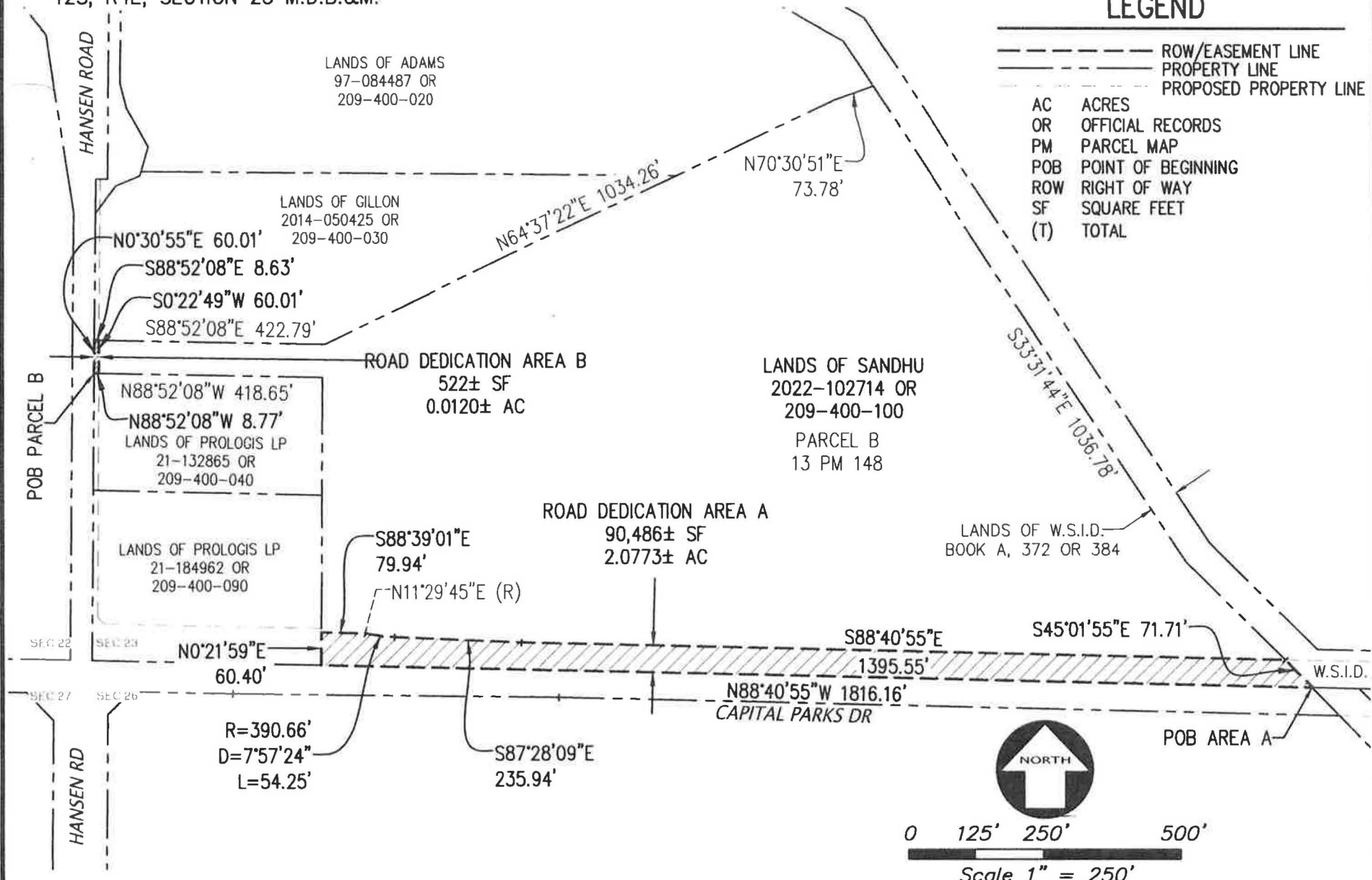
8-28-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LEGEND

-  ROW/EASEMENT LINE
-  PROPERTY LINE
-  PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



 **KIER & WRIGHT**
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
ROAD DEDICATION 1M-01
CAPITAL PARKS DRIVE

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

1. General and special taxes and assessments for the fiscal year 2021-2022.

2. Right of way for a pipe line running in a Northwesterly direction over the Southwesterly corner of the land described herein, together with a right of way for telephone and telegraph lines if desired, as granted to the Valley Pipe Line Co., a corporation, by instrument recorded January 08, 1915 in Book "A" of Deeds, Vol. 252, Page 182 and subsequently assigned to the Shell Oil Company, a corporation, by deed recorded May 10, 1919 in Book "A" of Deeds, Vol. 369, Page 210.

3. An easement for 40 foot right of way and incidental purposes, recorded November 21, 1917 in Book "A" of Deeds, Volume 315, Page 330 .

In Favor of: Pacific Gas and Electric Company

4. An easement for 40 foot right of way and incidental purposes, recorded June 11, 1930 as Book 307, Page 356 of Official Records.

In Favor of: Pacific Gas and Electric Company

5. An easement shown or dedicated on the map of Parcel Map recorded July 25, 2005 and on file in Book 13, Page 148, of Parcel Maps, for Irrigation and incidental purposes.

6. An easement for a subsurface easement for sanitary sewer and incidental purposes, recorded February 23, 1994 as Instrument No. 94025211 of Official Records.

In Favor of: The City of Tracy, a municipal corporation

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-040, 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

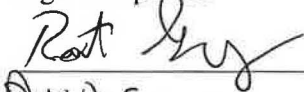
The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-03
10.00' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEEDS TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, AND RECORDED AUGUST 9, 2021, AS INSTRUMENT NO. 21-132865, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG A EASTERLY LINE OF SAID PROPERTY, NORTH 00° 21' 59" WEST, 60.40 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 88° 30' 20" WEST, 34.86 FEET,
- 2) THENCE NORTH 88° 40' 55" WEST, 317.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 47.15 FEET TO A POINT OF COMPOUND CURVATURE,
- 4) ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 75.13 FEET,
- 5) NORTH 00° 22' 49" EAST, 288.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND
- 6) ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 18' 55", AN ARC DISTANCE OF 77.57 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PROPERTY (21-132865);

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 52' 08" EAST, 10.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE LEAVING SAID SOUTHERN LINE AND ALONG THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A 1040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 86° 06' 50" WEST, THROUGH A CENTRAL ANGLE OF 04° 15' 59", AN ARC DISTANCE OF 77.44 FEET,
- 2) SOUTH 00° 22' 49" WEST, 288.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 3) ALONG THE ARC OF A 190.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21° 31' 25", AN ARC DISTANCE OF 71.38 FEET TO A POINT OF COMPOUND CURVATURE,
- 4) ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 67° 32' 19", AN ARC DISTANCE OF 35.36 FEET,
- 5) SOUTH 88° 40' 55" EAST, 317.17 FEET, AND
- 6) SOUTH 88° 30' 20" EAST, 34.68 FEET TO A POINT ON SAID EASTERLY LINE;

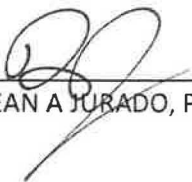
THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 21' 59" WEST, 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 8,322 SQUARE FEET OR 0.1910 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A JURADO, P.L.S. 9032

10-13-25
DATE



T2S, R4E, SECTION 23 M.D.B.&M.

LANDS OF ADAMS
97-084487 OR
209-400-020

LANDS OF GILLON
2014-050425 OR
209-400-030

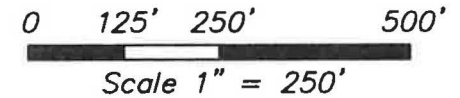
LANDS OF SANDHU
2005-315182 OR
209-400-100
PARCEL B
13 PM 148

LANDS OF PROLOGIS LP
21-132865 OR
209-400-040

LANDS OF PROLOGIS LP
21-184962 OR
209-400-090
PARCEL A
3 PM 114

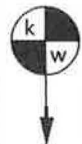
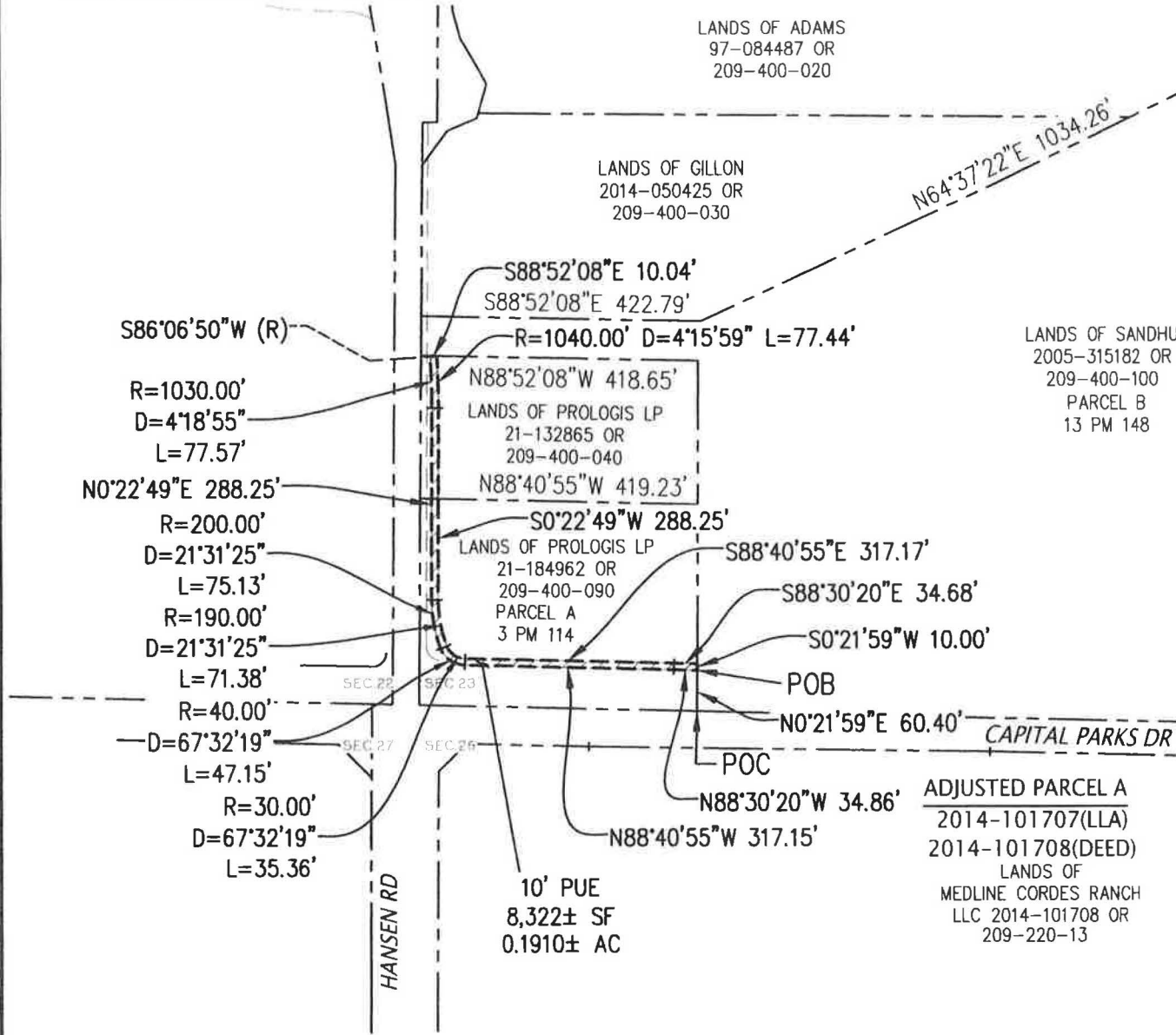
ADJUSTED PARCEL A
2014-101707(LLA)
2014-101708(DEED)
LANDS OF
MEDLINE CORDES RANCH
LLC 2014-101708 OR
209-220-13

10' PUE
8,322± SF
0.1910± AC



LEGEND

- ROW/EASEMENT LINE
- PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- SF SQUARE FEET
- (T) TOTAL



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
1M-03 PUE

TRACY,

CALIFORNIA

DATE	DECEMBER, 2019
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees,

affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP, Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION 1M-04
PUBLIC UTILITY EASEMENT HANSEN ROAD

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE SOUTHERLY LINE THEREOF, NORTH 88° 50' 07" WEST, 494.40 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01° 09' 53" EAST, 53.07 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL ONE (INSTRUMENT NO. 2014-118517), SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE OF PARCEL ONE, SOUTH 89° 54' 16" WEST, 42.09 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 61° 32' 15" EAST, 494.42 FEET;

THENCE NORTH 08° 08' 32" EAST, 260.13 FEET;

THENCE NORTH 00° 22' 49" EAST, 6.61 FEET;

THENCE NORTH 88° 52' 08" WEST, 22.00 FEET;

THENCE NORTH 00° 22' 49" EAST, 468.00 FEET;

THENCE NORTH 12° 32' 52" WEST, 91.28 FEET;

THENCE SOUTH 48° 36' 34" EAST, 65.19 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL ONE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 08° 48' 24" EAST, 267.11 FEET,
- 2) SOUTH 00° 30' 55" WEST, 458.35 FEET,
- 3) NORTH 89° 37' 11" WEST, 3.34 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT,
- 4) ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 167.76 FEET, THE CENTER OF WHICH BEARS NORTH 89° 32' 01" WEST, THROUGH A CENTRAL ANGLE OF 10° 18' 10", AN ARC LENGTH OF 30.17 FEET, AND
- 5) SOUTH 10° 46' 09" WEST, 7.95 FEET.

THENCE LEAVING SAID EASTERLY LINE OF PARCEL ONE, SOUTH 61° 32' 15" WEST, 533.07 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 58,716 SQUARE FEET OR 1.3479 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032S

10-13-25
DATE



T2S, R4E, SECTION 22 M.D.B.&M.

LANDS OF PROLOGIS LP
PARCEL TWO
2014-118517 OR
APN: 209-460-310

LANDS OF PROLOGIS LP
PARCEL ONE
2014-118517 OR
APN: 209-460-310

LEGEND

-  PUBLIC UTILITY EASEMENT
-  PROPERTY LINE
-  SECTION LINE

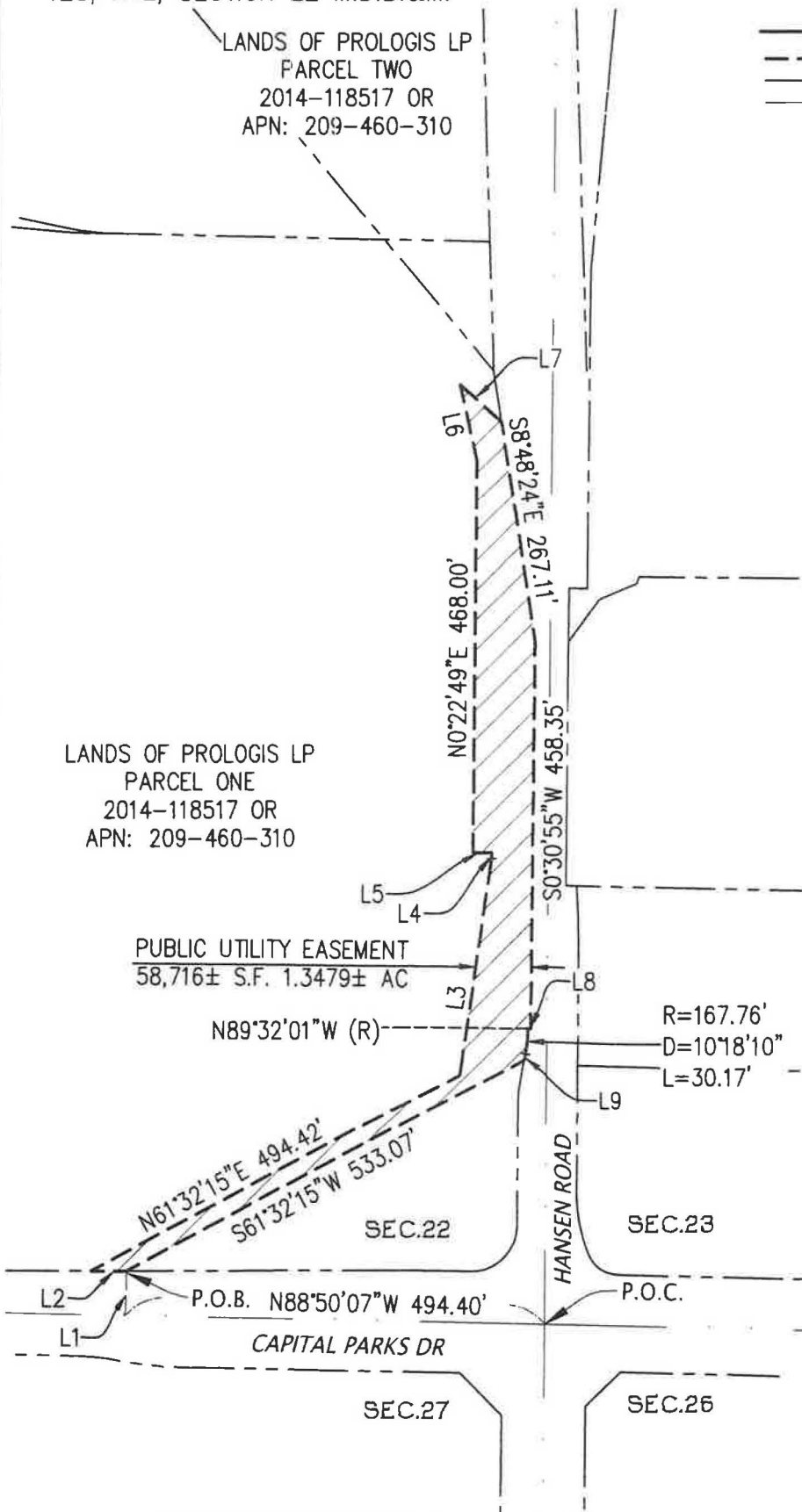
- AC ACRES
- OR OFFICIAL RECORDS
- PG&E PACIFIC GAS & ELECTRIC COMPANY
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- SF SQUARE FEET



0 100' 200' 400'
Scale 1" = 200'



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	53.07'
L2	S89°54'16"W	42.09'
L3	N8°08'32"E	260.13'
L4	N0°22'49"E	6.61'
L5	N88°52'08"W	22.00'
L6	N12°32'52"W	91.28'
L7	S48°36'34"E	65.19'
L8	N89°37'11"W	3.34'
L9	S10°46'09"W	7.95'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
1M-04

TRACY, CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	JAA
JOB NO.	A09500-509
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-010

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-07
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR),

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 92.01 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 67.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 88° 50' 06" WEST, 338.39 FEET,
- 2) ALONG THE ARC OF A 322.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 44.00 FEET,
- 3) NORTH 81° 00' 22" WEST, 40.72 FEET,
- 4) ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 35.94 FEET,
- 5) NORTH 88° 50' 06" WEST, 825.35 FEET, AND
- 6) NORTH 01° 09' 53" EAST, 7.00 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE,

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 88° 50' 06" EAST, 825.35 FEET,
- 2) ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 36.89 FEET,
- 3) SOUTH 81° 00' 22" EAST, 40.72 FEET,
- 4) ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 43.04 FEET,
- 5) SOUTH 88° 50' 06" EAST, 331.31 FEET, AND

6) SOUTH 44° 10' 33" EAST, 9.96 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 8,964 SQUARE FEET OR 0.2058 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

8-27-25
DATE

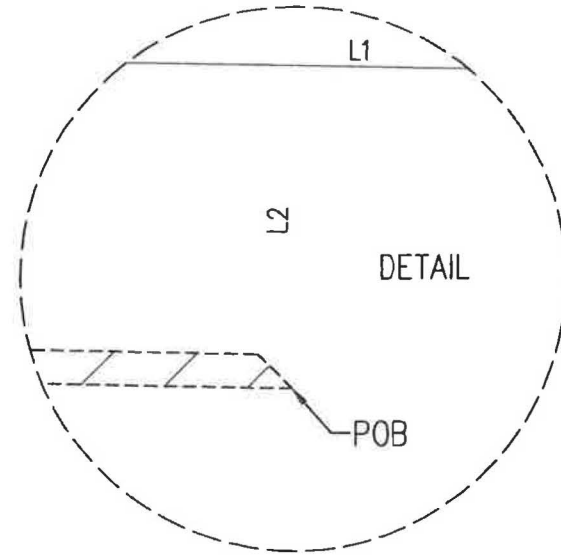
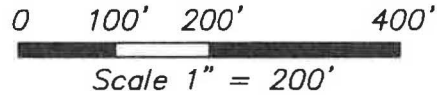


SECTION 27 T2S, R4E, M.D.B.&M.

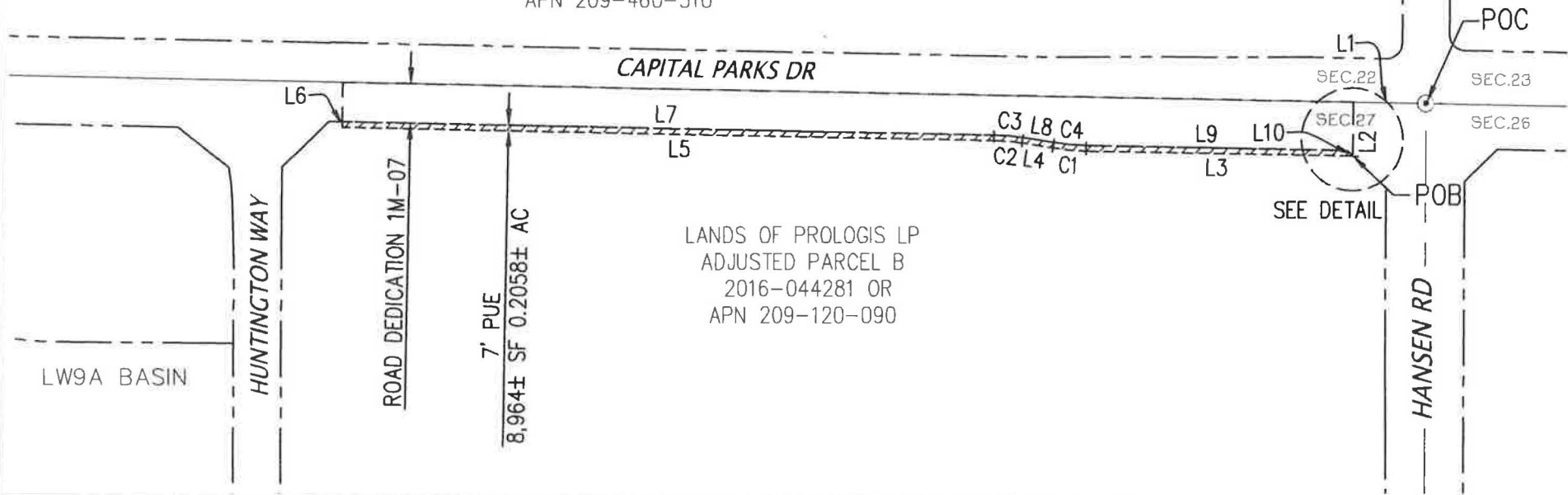
LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



LANDS OF PROLOGIS LP
 ADJUSTED PARCEL B
 2016-044281 OR
 APN 209-120-090



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°50'07"W	92.01'
L2	S1°09'53"W	67.50'
L3	N88°50'06"W	338.39'
L4	N81°00'22"W	40.72'
L5	N88°50'07"W	825.35'
L6	N1°09'53"E	7.00'
L7	S88°50'06"E	825.35'
L8	S81°00'22"E	40.72'
L9	S88°50'06"E	331.31'
L10	S44°10'33"E	9.96'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	322.00'	7°49'45"	44.00'
C2	263.00'	7°49'45"	35.94'
C3	270.00'	7°49'45"	36.89'
C4	315.00'	7°49'45"	43.04'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-07
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-310

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP. Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-08
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN, ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF SAID PROPERTY (2018-118517 OR),

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 22, NORTH 0° 22' 49" EAST, 316.99 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89° 37' 11" WEST, 26.68 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HANSEN ROAD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE, THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 10° 46' 09" WEST, 22.53 FEET TO THE BEGINNING OF A CURVE,
- 2) ALONG THE ARC OF A 168.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10° 23' 20", AN ARC DISTANCE OF 30.46 FEET,
- 3) SOUTH 00° 22' 49" WEST, 147.82 FEET TO THE BEGINNING OF A CURVE,
- 4) ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 47' 04", AN ARC DISTANCE OF 87.15 FEET,
- 5) NORTH 88° 50' 07" WEST, 65.99 FEET,
- 6) SOUTH 89° 54' 22" WEST, 500.12 FEET,
- 7) NORTH 88° 50' 17" WEST, 263.83 FEET TO THE BEGINNING OF A CURVE,
- 8) ALONG THE ARC OF A 292.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7° 49' 55", AN ARC DISTANCE OF 39.91 FEET,
- 9) NORTH 81° 00' 22" WEST, 18.22 FEET TO THE BEGINNING OF A CURVE,
- 10) ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7° 49' 45", AN ARC DISTANCE OF 40.99 FEET, AND
- 11) NORTH 88° 50' 06" WEST, 357.15 FEET.

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTEEN (13) COURSES:

- 1) NORTH 01° 09' 54" EAST, 10.00 FEET,

- 2) SOUTH 88° 50' 07" EAST, 357.15 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 42.36 FEET,
- 4) SOUTH 81° 00' 22" EAST, 18.22 FEET TO THE BEGINNING OF A CURVE,
- 5) ALONG THE ARC OF A 282.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 55", AN ARC DISTANCE OF 38.55 FEET,
- 6) SOUTH 88° 50' 17" EAST, 263.72 FEET,
- 7) NORTH 89° 54' 22" EAST, 500.12 FEET,
- 8) SOUTH 88° 50' 07" EAST, 66.10 FEET TO THE BEGINNING OF A CURVE,
- 9) ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 47' 04", AN ARC DISTANCE OF 71.30 FEET,
- 10) NORTH 00° 22' 49" EAST, 147.82 FEET TO THE BEGINNING OF A CURVE,
- 11) ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10° 23' 20", AN ARC DISTANCE OF 32.27 FEET,
- 12) NORTH 10° 46' 09" EAST, 14.37 FEET, AND
- 13) NORTH 61° 32' 15" EAST, 12.91 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 15,631 SQUARE FEET OR 0.3588 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE

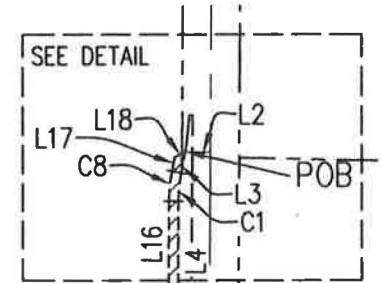
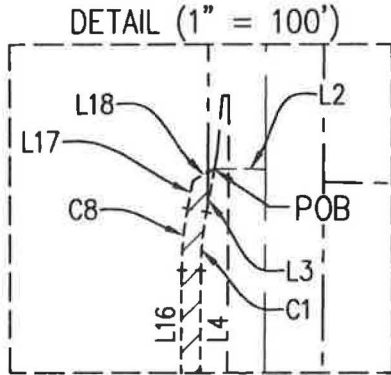
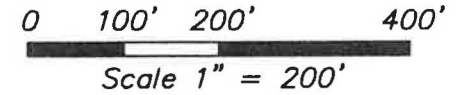


SECTION 22 T2S, R4E, M.D.B.&M.

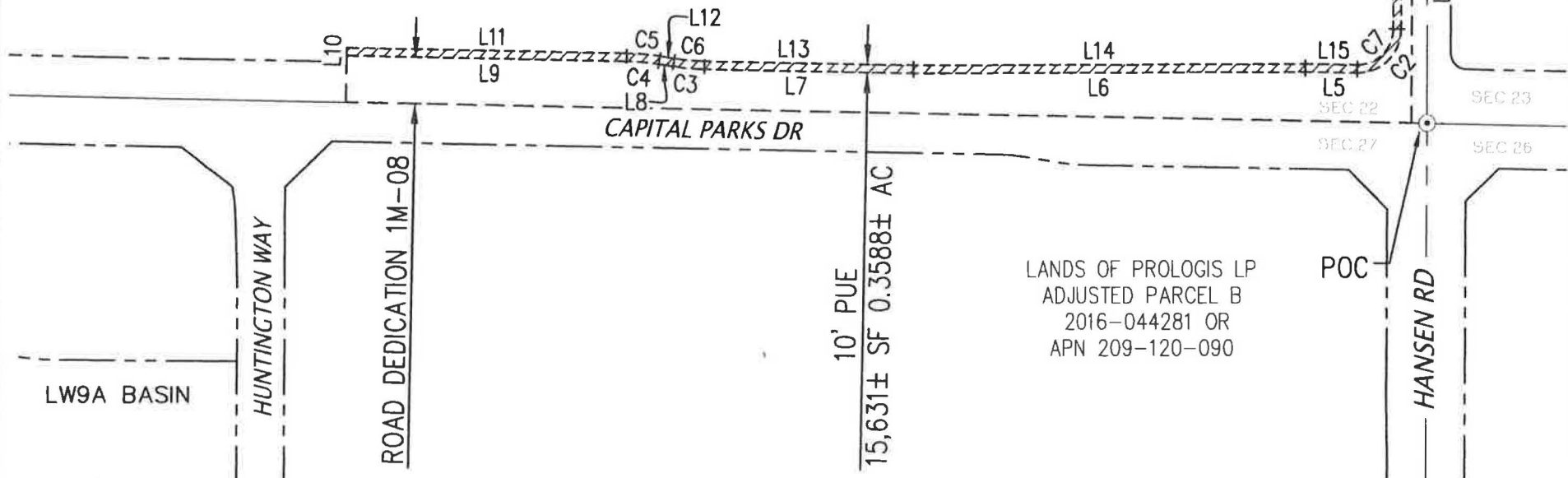
LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION

- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



LANDS OF PROLOGIS LP
 PARCEL 1
 2014-118517 OR
 APN 209-460-310



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
 Manteca, CA 95337

Phone: (209) 328-1123
 www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-08
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340, 209-460-280, and
209-460-290

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: Robert Gray
Name: Robert Gray
Title: VP Investment Officer

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, Steve Kwon, Notary Public
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-10
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 10, 2019, AS INSTRUMENT NO. 2019-115639, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND ALSO BEING PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 14, 2019, AS INSTRUMENT NO. 2019-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN,

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, NORTH 88° 50' 07" WEST, 3267.93 FEET;

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 53.14 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARK DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 30° 07' 32" WEST, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 13.65 FEET,
- 2) NORTH 88° 50' 07" WEST, 1407.06 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 282.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 38.53 FEET,
- 4) NORTH 81° 00' 22" WEST, 41.27 FEET TO THE BEGINNING OF A CURVE,
- 5) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 50' 03", AN ARC DISTANCE OF 40.34 FEET, AND
- 6) NORTH 88° 50' 25" WEST, 320.12 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 41° 39' 48" WEST, 13.63 FEET,

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 88° 50' 25" EAST, 329.38 FEET TO THE BEGINNING OF A CURVE,
- 2) ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL


- ANGLE OF 07° 50' 03", AN ARC DISTANCE OF 41.70 FEET,
- 3) SOUTH 81° 00' 22" EAST, 41.27 FEET TO THE BEGINNING OF A CURVE,
 - 4) ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 37.17 FEET,
 - 5) SOUTH 88° 50' 07" EAST, 1407.06 FEET TO THE BEGINNING OF A CURVE,
 - 6) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31° 17' 26", AN ARC DISTANCE OF 8.19 FEET, AND
 - 7) SOUTH 30° 07' 32" EAST, 10.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING: 18,629 SQUARE FEET OR 0.4277 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

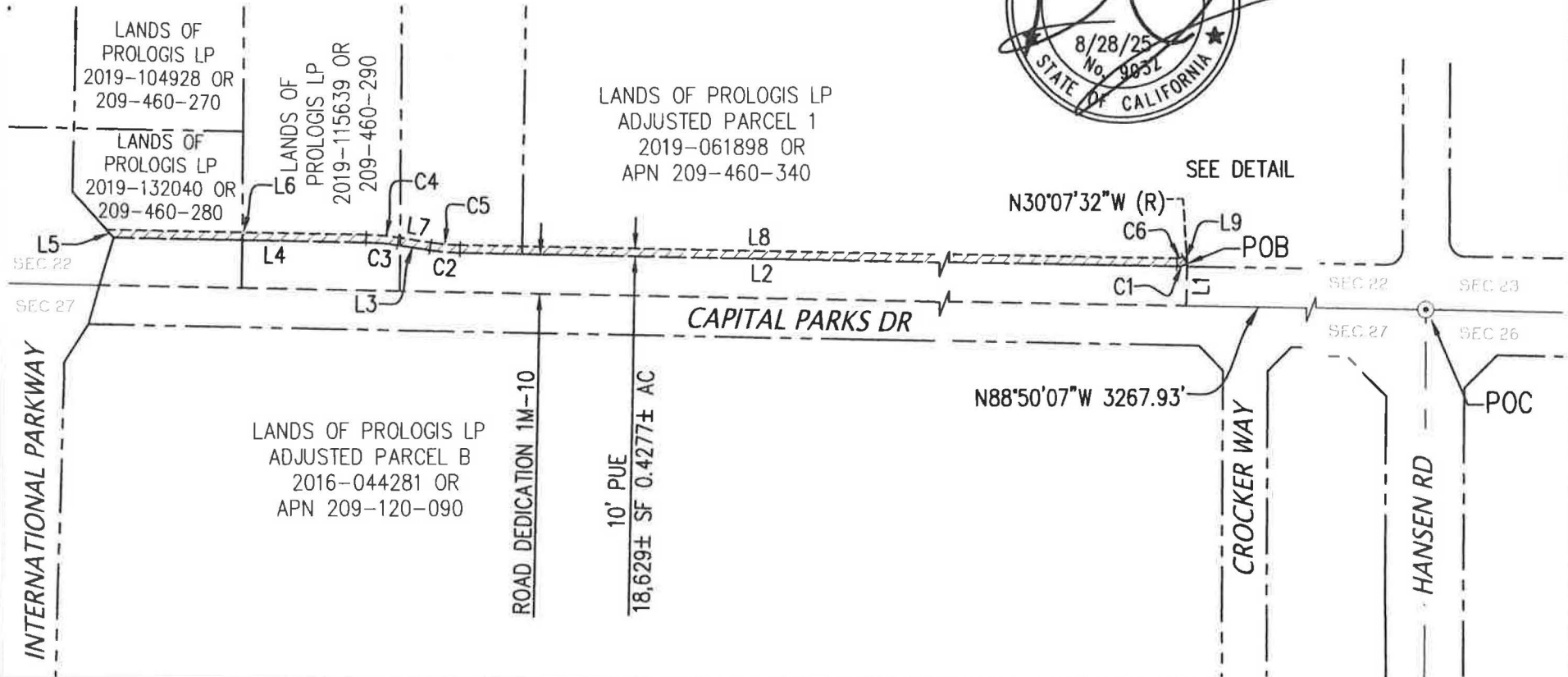
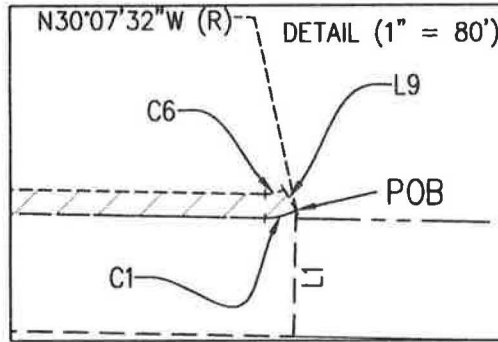
10-13-25
DATE



SECTION 22 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - - - PROPOSED PUBLIC UTILITY EASEMENT
- - - - - PROPOSED ROAD DEDICATION
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	53.14'
L2	N88°50'07"W	1,407.06'
L3	N81°00'22"W	41.27'
L4	N88°50'25"W	320.12'
L5	N41°39'48"W	13.63'
L6	S88°50'25"E	329.38'
L7	S81°00'22"E	41.27'
L8	S88°50'07"E	1,407.06'
L9	S30°07'32"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	31°17'26"	13.65'
C2	282.00'	7°49'45"	38.53'
C3	295.00'	7°50'03"	40.34'
C4	305.00'	7°50'03"	41.70'
C5	272.00'	7°49'45"	37.17'
C6	15.00'	31°17'26"	8.19'



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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-10
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: PTN 209-460-310, 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: Robert Gray
Title: VP Investment Officer

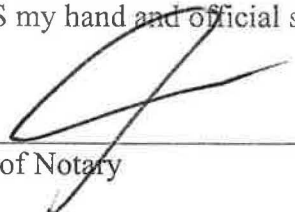
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2015, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND A PORTION OF ADJUSTED PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1178.19 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 84° 49' 42" WEST, 1597.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1960.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.07 FEET;

THENCE NORTH 88° 50' 07" WEST, 901.27 FEET;

THENCE NORTH 01° 09' 53" EAST, 15.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 50' 07" WEST, 911.10 FEET;

THENCE NORTH 01° 09' 53" WEST, 32.00 FEET;

THENCE SOUTH 88° 50' 07" EAST, 911.10 FEET;

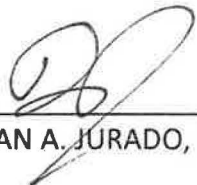
THENCE SOUTH 01° 09' 53" WEST, 32.00 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 29,155 SQUARE FEET OR 0.6693 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

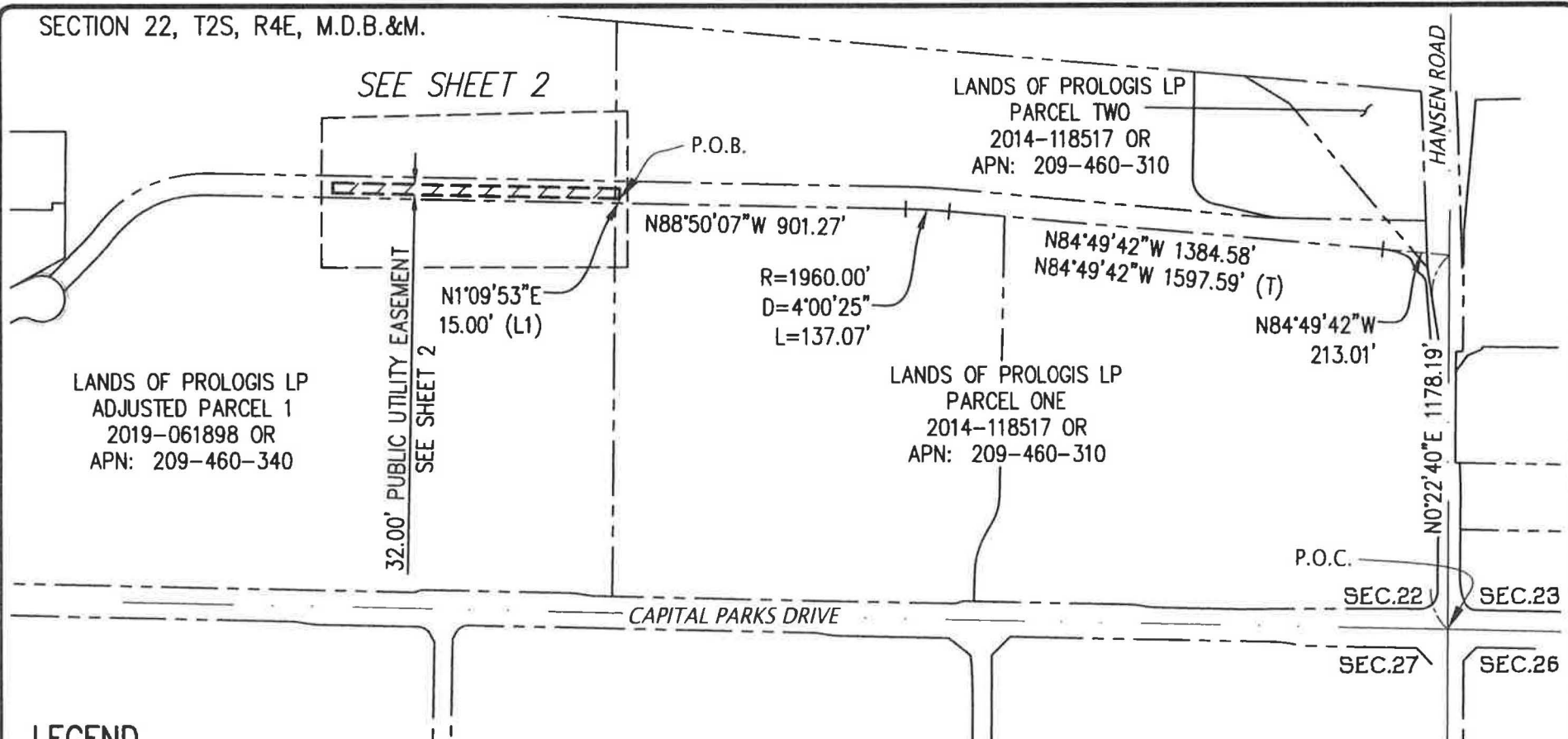


DEAN A. JURADO, P.L.S. 9032

10-13-25
DATE

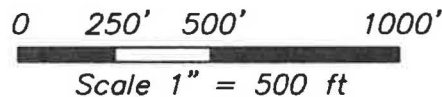


SECTION 22, T2S, R4E, M.D.B.&M.



LEGEND

---	EASEMENT LINES	PM	PARCEL MAP
---	LOT LINES	POB	POINT OF COMMENCEMENT
---	SECTION LINES	POC	POINT OF COMMENCEMENT
AC	ACRES	S.F.	SQUARE FEET
M	MAP	(T)	TOTAL
OR	OFFICIAL RECORDS		



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

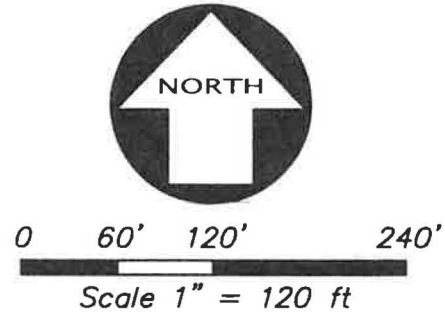
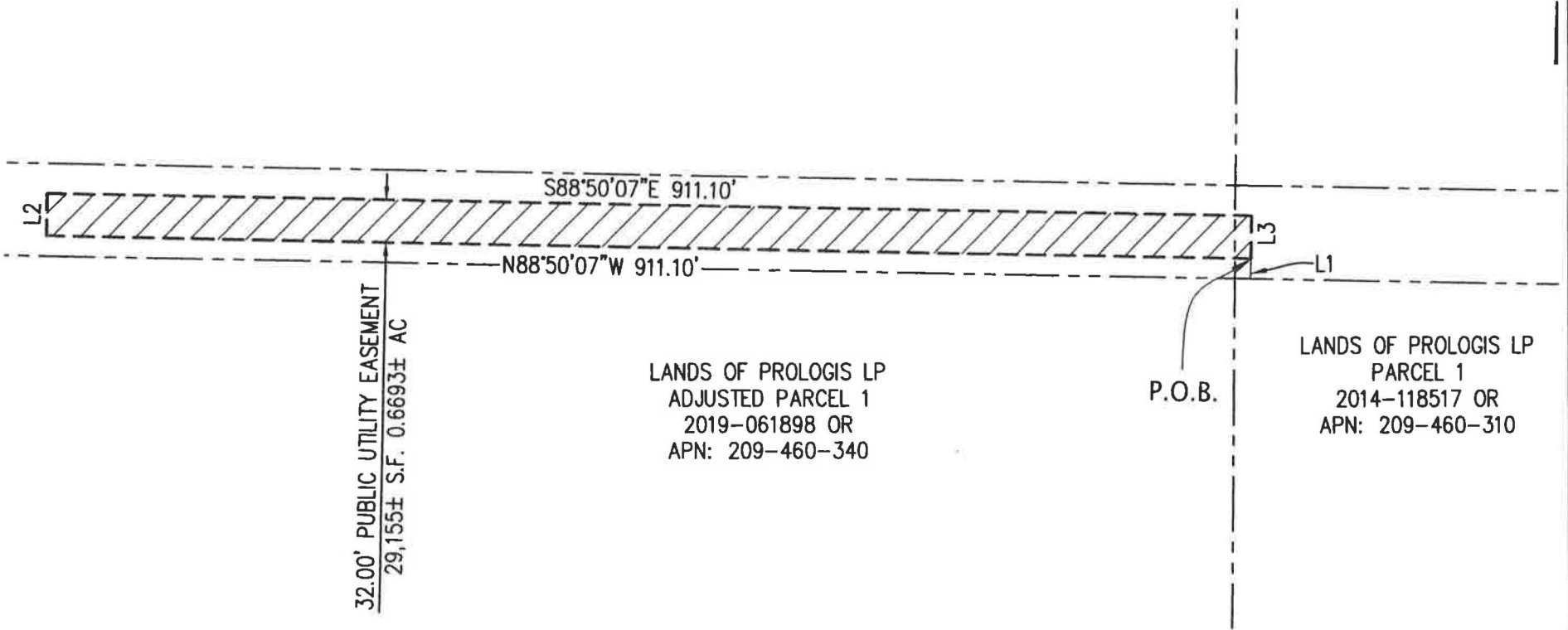
EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 500'
BY	JAA
JOB NO.	A09500-509
SHEET	1 OF 2

SECTION 22, T2S, R4E, M.D.B.&M.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°09'53"E	15.00'
L2	N1°09'53"E	32.00'
L3	S1°09'53"W	32.00'

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN: 209-460-340

LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN: 209-460-310

P.O.B.



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 120'
BY	JAA
JOB NO.	A09500-509
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in- interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-120-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Public Utility Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Public Utility Easement rights granted herein include the following: (a) right to install and maintain any and all below-grade public utility facilities including but not limited to wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services; (b) rights of ingress and egress, to, from, on and over the Public Utility Easement Area herein described, for all purposes necessary in connection with or incidental to the exercise of the rights herein; and (c) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, said Public Utility Easement Area for such purposes. Such Public Utility Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

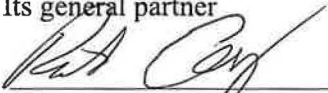
The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 8 day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: Robert Gray

Title: VP Investment Off. of

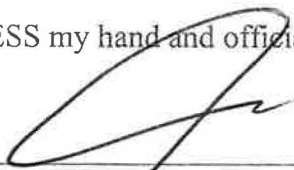
NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of SAN FRANCISCO) §

On DECEMBER 8, 2025, before me, STEVE KWON, NOTARY PUBLIC
a Notary Public, personally appeared ROBERT W. GRAY ~~XXXX~~
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-11
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED APRIL 19, 2016, AS INSTRUMENT NO. 2016-044281, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY (2016-044281 OR);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE LINE COMMON TO SECTIONS 22 AND 27, NORTH 88° 50' 07" WEST, 3270.85 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 09' 53" WEST, 57.50 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAPITAL PARKS DRIVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 01° 09' 53" WEST, 10.00 FEET,
- 2) NORTH 88° 50' 07" WEST, 306.19 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 305.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 41.68 FEET,
- 4) NORTH 81° 00' 22" WEST, 59.88 FEET, AND
- 5) NORTH 88° 50' 07" WEST, 1483.83 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY.

THENCE ALONG SAID THE EASTERLY RIGHT-OF-WAY LINE, NORTH 33° 12' 01" EAST, 8.26 FEET, TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPITAL PARKS DRIVE THE FOLLOWING FOUR (4) COURSES:

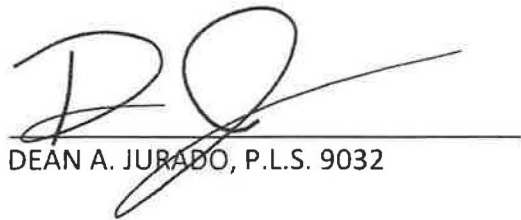
- 1) SOUTH 88° 50' 07" EAST, 1501.95 FEET,
- 2) SOUTH 81° 00' 22" EAST, 38.54 FEET TO THE BEGINNING OF A CURVE,
- 3) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 49' 45", AN ARC DISTANCE OF 40.31 FEET, AND
- 4) SOUTH 88° 50' 07" EAST, 306.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 14,414 SQUARE FEET OR 0.3309 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032

8/26/25
DATE

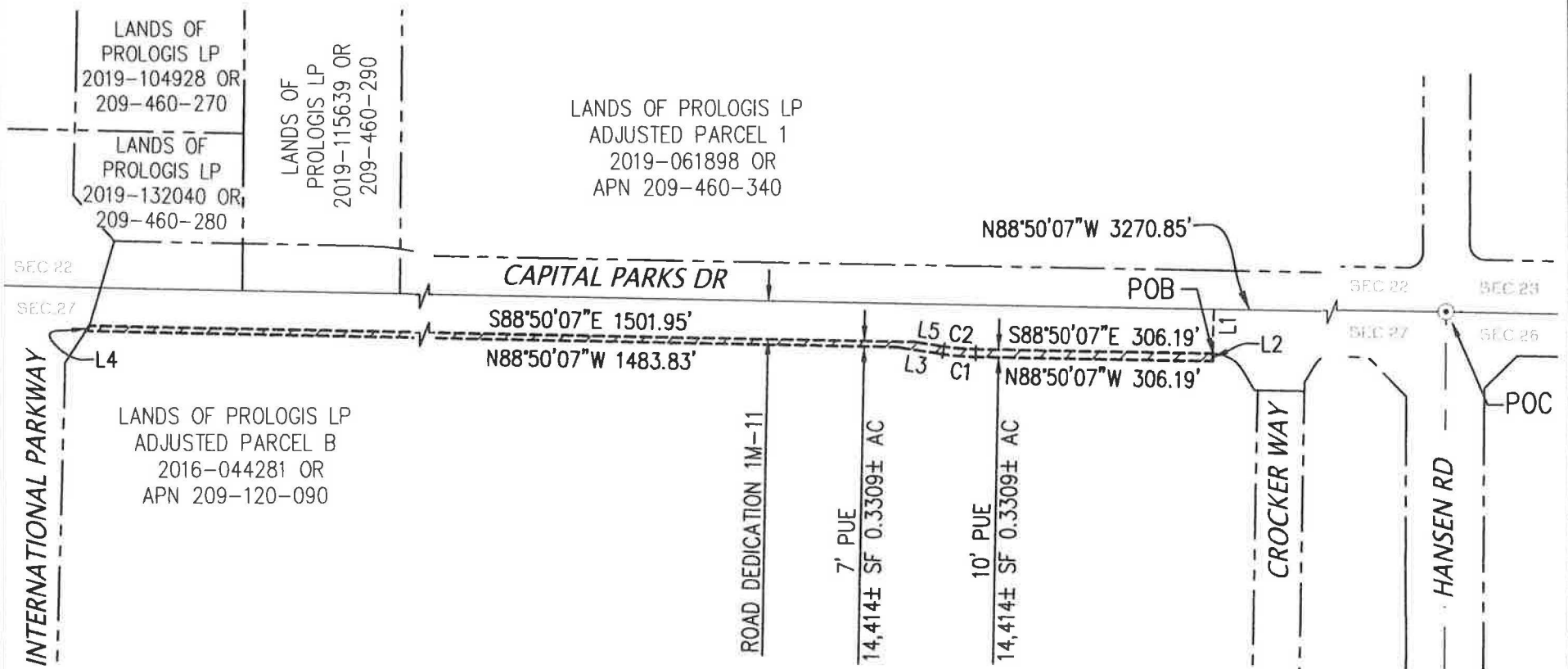
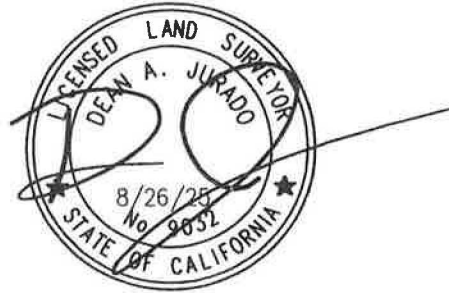


SECTION 27 T2S, R4E, M.D.B.&M.

LEGEND

- PROPERTY LINE
- - - PROPOSED PUBLIC UTILITY EASEMENT
- SECTION LINE

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	1" = 200'
BY	GKL
JOB NO.	A09500-170
SHEET	1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1°09'53"W	57.50'
L2	S1°09'53"W	10.00'
L3	N81°00'22"W	59.88'
L4	N33°12'01"E	8.26'
L5	S81°00'22"E	38.54'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	305.00'	7°49'45"	41.68'
C2	295.00'	7°49'45"	40.31'



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Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
PUBLIC UTILITY EASEMENT 1M-11
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	AUGUST, 2025
SCALE	NONE
BY	GKL
JOB NO.	A09500-170
SHEET	2 OF 2

EXHIBIT C

Terms and Conditions Pertaining to the Public Utility Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Public Utility Easement granted to the City hereunder, the City shall have the right to construct, reconstruct, install, maintain, repair, improve, operate, and/or replace any below-grade public utilities from time to time located in the applicable Public Utility Easement, subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Public Utility Easement in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Public Utility Easement, which right shall include, without limitation, the right to landscape or pave over the Public Utility Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Public Utility Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Public Utility Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Public Utility Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Public Utility Easement to the extent the existence of such improvements in the Public Utility Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Public Utility Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's use or activities within the Public Utility Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.

- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Public Utility Easement and shall bind every person or entity having any interest in the Public Utility Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Public Utility Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

**STORM DRAIN, SANITARY SEWER AND EMERGENCY VEHICLE
ACCESS EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, storm drain and sanitary sewer access and emergency vehicle access purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade storm drain and sewer facilities for storm drain and sanitary sewer services within the Easement Area; (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights in clause (a) above; and (c) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for pedestrian and vehicular emergency access, ingress and egress only, it being expressly agreed that such use shall be solely for the benefit of Grantee and Grantee's emergency personnel and shall not be deemed or construed as a public dedication of such Easement Area to the general public or for public purposes, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of Alameda) §

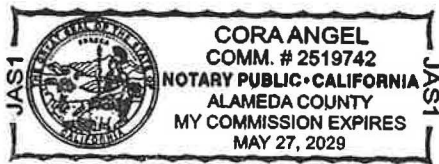
On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT 'A' LEGAL DESCRIPTION PUBLIC UTILITY AND EMERGENCY VEHICLE ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 24, 2014, AS INSTRUMENT NO. 2014-118517, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1076.85 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89° 37' 20" WEST, 60.69 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 48° 36' 34" WEST, 140.13 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 198.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 13' 08" FOR AN ARC LENGTH OF 125.16 FEET;

THENCE NORTH 84° 49' 42" WEST, 1315.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1966.25 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.50 FEET;

THENCE NORTH 88° 50' 07" WEST, 848.57 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 69° 38' 44" FOR AN ARC LENGTH OF 27.96 FEET;

THENCE NORTH 88° 50' 07" WEST, 34.44 FEET;

THENCE NORTH 01° 09' 53" EAST, 31.44 FEET;

THENCE SOUTH 88° 50' 07" EAST, 901.27 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2007.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 140.35 FEET;

THENCE SOUTH 84° 49' 42" EAST, 1092.90 FEET;

THENCE NORTH 05° 10' 49" EAST, 27.84 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL ONE (2014-118517);

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 50' 06" EAST, 15.04 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 05° 10' 49" WEST, 28.89 FEET;

1M 14 PUE EVAA (S22, T2S, R4E)

THENCE SOUTH 84° 49' 42" EAST, 279.73 FEET;

THENCE NORTH 86° 27' 44" EAST, 112.99 FEET;

THENCE NORTH 09° 08' 20" WEST, 39.74 FEET, TO A POINT ON SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 88° 50' 07" EAST, 22.70 TO THE NORTHEAST CORNER OF SAID PARCEL ONE;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH 01° 54' 30" EAST, 152.61 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 08° 48' 24" EAST, 60.62 FEET TO THE POINT OF BEGINNING;

CONTAINING 93,891 SQUARE FEET OR 2.1554 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-14-25
DATE



SECTION 22, T2S, R4E, M.D.B.&M.



0 60' 120' 240'
Scale 1" = 120 ft

LANDS OF PROLOGIS LP
PARCEL TWO
2014-118517 OR
APN: 209-460-310

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN: 209-460-340

LANDS OF PROLOGIS LP
PARCEL 1
2014-118517 OR
APN: 209-460-310

LANDS OF PROLOGIS LP
PARCEL ONE
2014-118517 OR
APN: 209-460-310

32.00' PUBLIC UTILITY AND EMERGENCY VEHICLE EASEMENT
93,891± SF. 2.1559± AC

HANSEN ROAD

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	198.00'	36°13'08"	125.16'
C2	23.00'	69°38'44"	27.96'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N89°37'20"W	60.69'	L7	S88°50'06"E	15.04'
L2	N48°36'34"W	140.13'	L8	S51°0'49"W	28.89'
L3	N88°50'07"W	31.44'	L9	N86°27'44"E	112.99'
L4	N1°09'53"E	47.00'	L10	N9°08'20"W	39.74'
L5	S84°49'42"E	1092.90'	L11	S88°50'07"E	22.70'
L6	N5°10'49"E	27.84'	L12	S8°48'24"E	60.62'



KIER+WRIGHT

250 Cherry Lane, Suite 107, 205
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

TRACY,

EXHIBIT "B"
PUBLIC UTILITY AND
EMERGENCY VEHICLE
ACCESS EASEMENT

CALIFORNIA

DATE	JULY, 2025
SCALE	1" = 120'
BY	JAA
JOB NO.	A09500-509
SHEET	2 OF 2

1M 14 PUE EVAA (S22, T2S, R4E)

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade sanitary sewer and storm drain utilities from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest in the

Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-400-090

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

STORM DRAIN EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, storm drain easement purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade storm drain facilities, including but not limited to, underground pipelines for storm drain and related facilities within the Easement Area; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: MA

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
County of Alameda) §

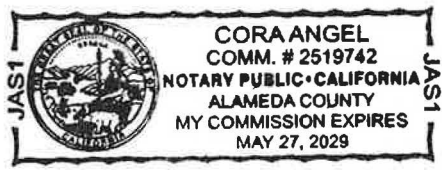
On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION 1M-12
10.00' STORM DRAIN EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED TO PROLOGIS LP., RECORDED NOVEMBER 4, 2021, AS INSTRUMENT NO. 21-184962, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID PROPERTY ALSO BEING PARCEL A OF THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 28, 1976, IN BOOK 3 OF PARCEL MAPS AT PAGE 114, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PROPERTY (21-184962 O.R.), THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY, NORTH 00° 21' 59" WEST, 70.40 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 30' 20" WEST, 34.68 FEET;

THENCE NORTH 88° 40' 55" WEST, 290.09 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 88° 40' 55" WEST, 10.00 FEET,
2. NORTH 1° 19' 05" EAST, 27.28 FEET,
3. NORTH 44° 37' 22" WEST, 82.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 89° 18' 33" EAST,
4. NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 04' 16" FOR AN ARC LENGTH OF 3.55 FEET,
5. NORTH 0° 22' 49" EAST, 10.62 FEET,
6. SOUTH 44° 37' 22" EAST, 96.53 FEET, AND
7. SOUTH 1° 19' 05" WEST, 31.52 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,188 SQUARE FEET OR 0.0273 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/29/2025

DATE

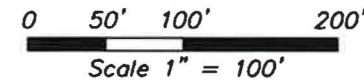


Z:\2009\A09500-170\DOCS\SURVEY\LEGAL DESCRIPTIONS\Phase 1M\1M-12 A09500-170-LD-SDE.doc

T2S, R4E, SECTION 23 M.D.B.&M.



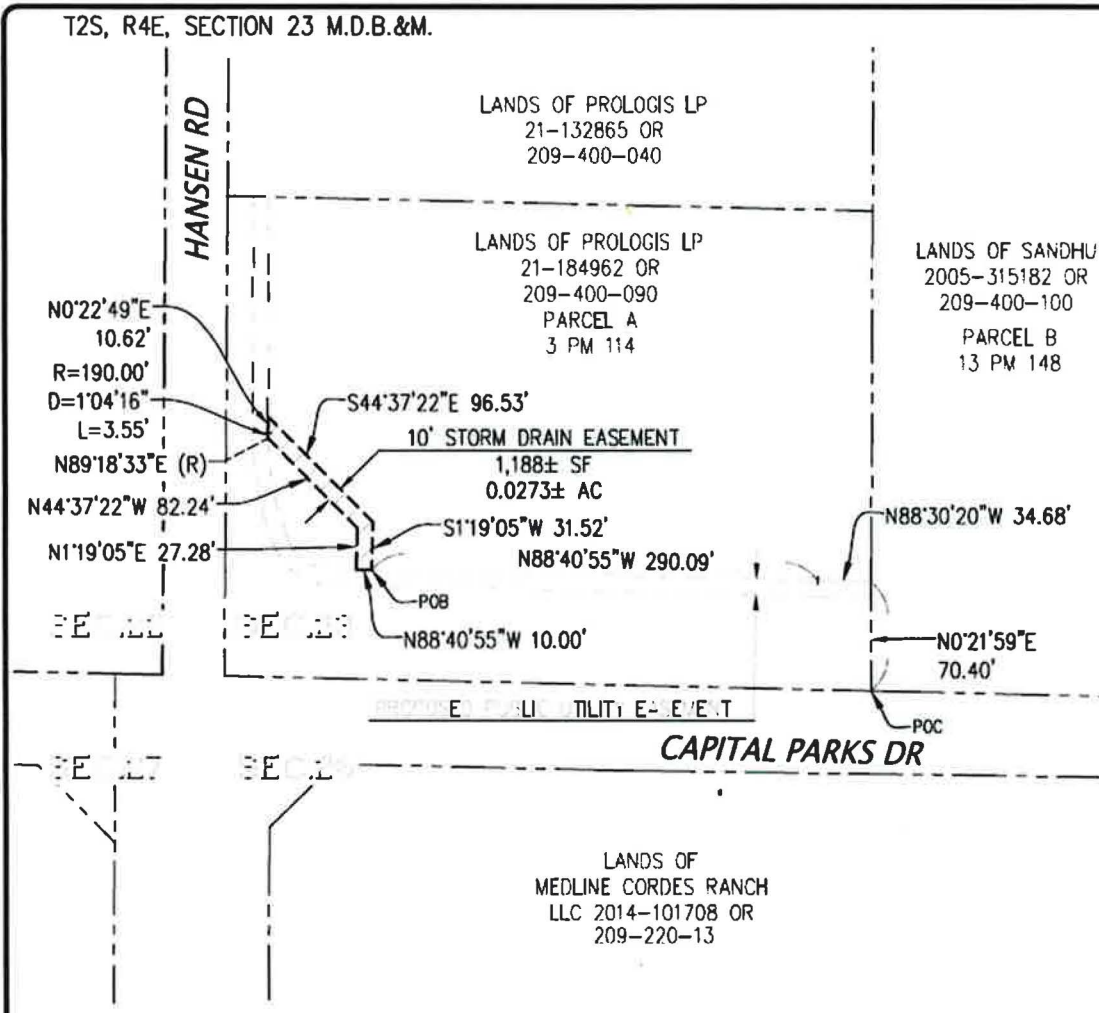
R. Jim Hickenbottom
10/29/2025



LEGEND

- EASEMENT LINE
- PROPERTY LINE
- PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (R) RADIAL
- SF SQUARE FEET

**EXHIBIT B
PLAT**



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
1M-12 STORM DRAIN EASEMENT

TRACY,

CALIFORNIA

DATE	OCTOBER, 2025
SCALE	1" = 100'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

1M-12 LD-SDE (S23, T2S, R4E)

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade storm drain facilities and related improvements from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest

in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

TRAFFIC LOOP EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, traffic loop purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade traffic loop facilities within the Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of December, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By:  _____

Name: MATTHEW SIMS

Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

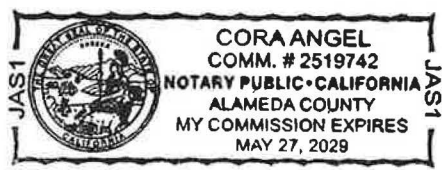
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION
TRAFFIC LOOP EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, SOUTH 88° 50' 07" EAST, 1034.91 FEET;

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 59.50 FEET TO THE POINT OF BEGINNING;

THENCE THROUGH SAID PROPERTY AND ALONG THE FOLLOWING SIX (6) COURSES:

1. NORTH 19° 06' 30" EAST, 24.14 FEET,
2. NORTH 90° 00' 00" EAST, 7.45 FEET,
3. NORTH 0° 00' 00" EAST, 23.56 FEET,
4. NORTH 90° 00' 00" EAST, 13.31 FEET,
5. SOUTH 0° 00' 00" EAST, 46.95 FEET, AND
6. NORTH 88° 50' 07" WEST, 28.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 886 SQUARE FEET OR 0.0203 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/31/2025

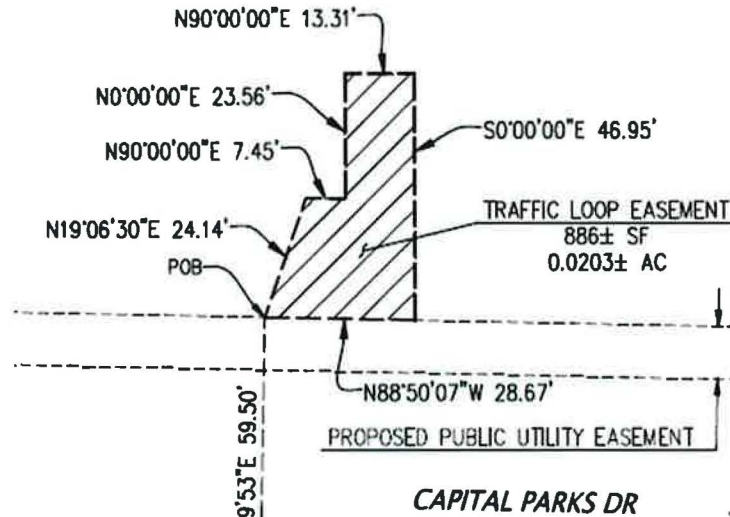
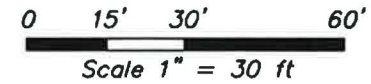
DATE



EXHIBIT B
PLAT

T2S, R4E, SECTION 22 M.D.B.&M.

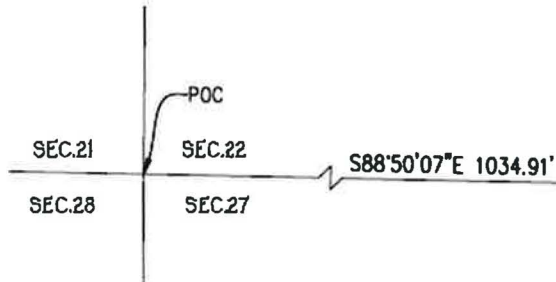
LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN 209-460-340



R. Jim Hickenbottom
10/31/2025

LEGEND

- EASEMENT LINE
- PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
TRAFFIC LOOP EASEMENT
CAPITAL PARKS DRIVE

TRACY,

CALIFORNIA

DATE	OCT. 2025
SCALE	1" = 30'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade traffic loop improvements from time to time located in the applicable Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Easement and shall bind every person or entity having any interest in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt (Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

TRAFFIC LOOP EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, traffic loop purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace and operate any and all below-grade traffic loop facilities within the Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10th day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: MATTHEW SIMS
Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

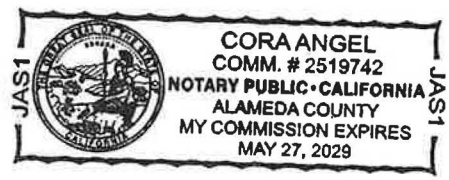
STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re- convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION
TRAFFIC LOOP EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, LOCATED IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 22, SOUTH 88° 50' 07" EAST, 2058.15 FEET,

THENCE LEAVING SAID LINE, NORTH 1° 09' 53" EAST, 67.50 FEET TO THE POINT OF BEGINNING;

THENCE THROUGH SAID PROPERTY AND ALONG THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36° 14' 13" EAST, 33.90 FEET,
2. NORTH 0° 00' 00" EAST, 20.11 FEET,
3. NORTH 89° 50' 24" EAST, 27.93 FEET,
4. SOUTH 0° 00' 00" EAST, 48.51 FEET, AND
5. NORTH 88° 50' 07" WEST, 47.98 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,624 SQUARE FEET OR 0.0373 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, P.L.S. 8654

10/31/2025

DATE



T2S, R4E, SECTION 22 M.D.B.&M.

LANDS OF PROLOGIS LP
ADJUSTED PARCEL 1
2019-061898 OR
APN 209-460-340



0 15' 30' 60'
Scale 1" = 30 ft

TRAFFIC LOOP EASEMENT

1,624± SF
0.0373± AC

N89°50'24"E 27.93'

N0°00'00"E 20.11'

N36°14'13"E 33.90'

POB

S0°00'00"E 48.51'

N88°50'07"W 47.98'

PROPOSED PUBLIC UTILITY EASEMENT

CAPITAL PARKS DR

N1°09'53"E 67.50'

S88°50'07"E 2058.15'

SEC.21

SEC.22

SEC.28

SEC.27

POC



R. Jim Hickenbottom
10/31/2025

LEGEND

- EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- AC ACRES
- OR OFFICIAL RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SF SQUARE FEET

EXHIBIT B
PLAT



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

KIER+WRIGHT

TRACY,

EXHIBIT "B"
TRAFFIC LOOP EASEMENT
CAPITAL PARKS DRIVE

CALIFORNIA

DATE	OCT. 2025
SCALE	1" = 30'
BY	RJH
JOB NO.	A09500-170
SHEET	1 OF 1

EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade traffic loop improvements from time to time located in the applicable Easement Area, which will consist of a sensor that is below grade and operated for the purpose to sense traffic and communicate to traffic signals, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land

comprising the Easement and shall bind every person or entity having any interest in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Recording Requested by:
City of Tracy

Return to:
April Quintanilla, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 209-460-340

Space above this line for Recorder's use

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt (Revenue and
Taxation Code Section 11922)

RECLAIMED WATER EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, PROLOGIS, L.P., a Delaware limited partnership ("Grantor"), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns ("Grantee" or the "City"), a perpetual easement for, and the right to use for, reclaimed water pipeline easement purposes (the "Easement"), and those appurtenances and uses commonly associated therewith, through, in, on, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference (the "Easement Area"). Without limitation, except as set out herein (including, but not limited to the exhibits below and attached hereto as part of this Agreement), the Easement rights granted herein include the following: (a) right to access, maintain, repair, replace, operate any and all below-grade reclaimed water facilities, including but not limited to, underground pipelines for reclaimed water and related facilities within the Easement Area; and (b) rights to enter upon, pass and re-pass over the Easement Area and rights of ingress and egress, to, from, on and over the Easement Area, for all purposes necessary in connection with or incidental to the exercise of the rights herein. Such Easement is granted subject to the additional provisions and restrictions in **Exhibit C**, attached hereto and made a part hereof by this reference.


The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever necessary for the purposes above set forth. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

[Signature page follows]

Signed this 10TH day of DECEMBER, 2025

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
Its general partner

By: 
Name: MATTHEW SIMS
Title: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

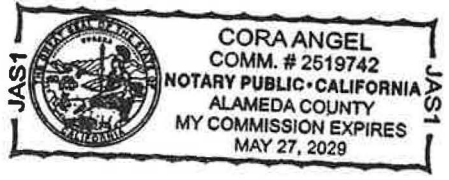
STATE OF CALIFORNIA)
County of Alameda) §

On Dec. 10, 2025, before me, Cora Angel
a Notary Public, personally appeared Matthew Sims

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Cora Angel
Signature of Notary



(Affix seal here)

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Grant is hereby accepted, subject to the terms and conditions specified therein, by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Date

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT 'A'
LEGAL DESCRIPTION
RECLAIMED WATER EASEMENT

REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 13, 2019, AS INSTRUMENT NO. 2019-061898, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 00° 22' 40" EAST, 1178.19 FEET;

THENCE LEAVING SAID EASTERLY LINE, NORTH 84°49' 42" WEST, 1597.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1960.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 00' 25" FOR AN ARC LENGTH OF 137.07 FEET;

THENCE NORTH 88° 50' 07" WEST, 1812.37 FEET;

THENCE NORTH 01° 09' 53" EAST, 37.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 50' 07" WEST, 392.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 397.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 375.09 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 492.00 FEET, THROUGH A CENTRAL ANGLE OF 06° 59' 18" FOR AN ARC LENGTH OF 60.01 FEET;

THENCE SOUTH 44° 01' 09" WEST, 87.74 FEET;

THENCE SOUTH 61° 09' 52" WEST, 60.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 33° 49' 16" WEST HAVING A RADIUS OF 83.00 FEET, THROUGH AN ANGLE OF 08° 05' 36" FOR AN ARC LENGTH OF 11.72 FEET;

THENCE NORTH 61° 09' 52" EAST, 64.62 FEET;

THENCE NORTH 44° 01' 09" EAST, 86.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 407.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 384.54 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 384.54 , THROUGH A CENTRAL ANGLE OF 54° 08' 03" FOR AN ARC LENGTH OF 384.54 FEET;

THENCE SOUTH 88° 50' 07" EAST, 392.61 FEET;

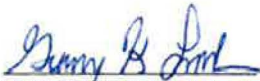
THENCE SOUTH 01° 09' 53" WEST, 10.00 FEET, TO THE POINT OF BEGINNING;

CONTAINING 9,810 SQUARE FEET OR 0.2252 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY K. LAMB, P.L.S. 6627

08-19-25
DATE



EXHIBIT C

Terms and Conditions Pertaining to the Easement

- 1) Subject to the terms and conditions of this Exhibit C, in connection with the Easement granted to the City hereunder, the City shall have the right to maintain, repair, operate, and/or replace any below-grade reclaimed water pipeline and related facilities from time to time located in the applicable Easement Area, all subject, however, to all matters of record and any state of facts which an accurate survey or personal inspection made of the Property as of the date hereof would show.
- 2) Notwithstanding anything herein to the contrary, Grantor shall have the right to use the area within the Easement Area in any manner that does not unreasonably interfere with the City's (or public utility's) right to use the Easement pursuant to the terms and conditions herein and consistent with the Tracy Municipal Code. In furtherance of the foregoing, Grantor shall have the right to use the surface of the land within the boundaries of the Easement, which right shall include, without limitation, the right to landscape or pave over the Easement. For the avoidance of doubt, the City acknowledges and agrees that the existence of landscaping and paving in or on the Easement shall not materially and unreasonably interfere with the City's (or public utility's) right to use the Easement.
- 3) Any damage caused by the City (or public utility) to any Grantor improvements that are permitted hereunder to be located in, on or under the Easement (including, without limitation, any paved or landscaped areas) shall be promptly repaired and restored by the City (or such public utility) at its sole cost and expense to the condition such improvements were in prior to such damage. However, the City (or such public utility) shall not be obligated to repair any damage caused by the City (or such public utility) to any Grantor improvements in the Easement to the extent the existence of such improvements in the Easement is expressly prohibited pursuant to the terms and conditions of this Agreement, such improvements unreasonably interfered with the City's (or such public utility's) right to use the Easement pursuant to the terms and conditions hereof, and/or if such improvements were/are inconsistent with the Tracy Municipal Code.
- 4) Only to the fullest extent permitted by law and consistent with this Agreement and the Tracy Municipal Code, the City shall indemnify, defend, and hold harmless Grantor, and/or any of its successors-in-interest to the real property subject to the Easement, from and against any and all claims, liabilities, and losses which Grantor may sustain, incur, or be liable for arising out of City's (or public utility's) use or activities within the Easement in connection with the City's reconstruction, repair, replacement, improvement, operation or maintenance of the same, except those which arise out of the negligent acts or omissions, gross negligence, or willful misconduct of Grantor, or its employees, agents, lessees, affiliates, or permittees.
- 5) The covenants contained in this Exhibit C shall be covenants running with the land comprising the Easement and shall bind every person or entity having any interest

in the Easement, for the benefit of Grantor, and/or any of its successors-in-interest to the real property subject to the Easement.

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the GANN Appropriations limit for FY 2007-08 through FY2025-26 pursuant to Article XIII B of the California State Constitution.

EXECUTIVE SUMMARY

Proposition 4 (the Gann Limit), approved by California voters in 1979, added Article XIII B to the California Constitution to restrict the growth of tax-funded government programs and services. It caps annual appropriations of tax proceeds to a 1978-79 base-year level, adjusted each year for changes in population and inflation, with excess revenues generally required to be returned to taxpayers unless voters approve an extension. To ensure sufficient capacity to fund essential services, City staff worked with the external audit firm The Pun Group to review and audit the City's Gann Limit calculations from fiscal year 2001 through fiscal year 2026.

The review found that significant growth in non-residential construction had increased assessed valuation beyond what is captured by the standard population and cost-of-living factors. Proposition 111 allows local governments to instead use the greater of per-capita personal income growth or increases in assessed valuation from non-residential new construction when calculating the limit. The Pun Group recalculated the City's Appropriations Limit for fiscal years 2001 through 2006, resulting in a revised limit of \$180,832,731.

BACKGROUND AND LEGISLATIVE HISTORY

Proposition 4, more commonly known as the Gann limit, was approved by the California electorate in November 1979. It created Article XIII B in the California Constitution and is intended to restrict growth of tax-funded programs and service by limiting the appropriation of the proceeds of taxes to the 1978-79 base year limit, as adjusted annually for changes in population (population factor) and inflation (price factor). Proceeds of taxes in excess of the appropriations limit, with some exceptions, must be returned to the taxpayers by refund or reduction in tax rates, unless an extension of the limit is approved by majority popular vote. Proceeds of taxes include tax revenues, such as sales and property taxes and investment earnings related to those tax revenues, proceeds from licenses and users/charges to the extent that they exceed the cost to cover those services, and discretionary tax funds used for contingency, emergency, unemployment, reserve, and retirement funds, trust, or similar funds.

To ensure there is capacity within the City's Gann limit to collect appropriations sufficient to pay necessary costs to provide the level and quality of service required by its citizens, staff worked with its external audit firm, The Pun Group, to audit the City's

Gann limit to audit the calculation of appropriations subject to the limit from fiscal year 2001 through the current fiscal year, 2026.

ANALYSIS

The limit is based on the appropriations that were collected in the 1978-79 base year, as adjusted each year for population growth and cost-of-living factors provided by the California Department of Finance.

Measure A, passed by Tracy voters in November 2000, was a local growth-control ballot initiative. It amended Tracy's residential Growth Management Ordinance (GMO) to limit the pace of new residential construction.

Since Measure A, the City has seen slow, steady growth in population, however, the City has seen a large amount of growth in non-residential new construction. Because of this, staff determined that the standard annual population and cost-of-living factors may not adequately reflect the City's appropriations capacity, as increases in non-residential assessed valuation due to new construction exceed the standard factors issued by the California Department of Finance.

While the City has used the factors provided by the California Department of Finance, there are alternative options the City can utilize to calculate its limit. Proposition 111, approved by California voters in June 1990, amended the GANN Initiative in the California constitution. For purposes of the cost of living factor, Proposition 111 added to Article XIIIB: "Change in the cost of living for an entity of local government, other than a school district or a community college district, shall be either (A) the percentage change in California per capita personal income from the preceding years, OR (B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local non-residential new construction, whichever is greater."

Staff engaged The Pun Group, an independent accounting and audit firm, to audit the City's Appropriations Limit calculations for fiscal years ending June 30, 2001 to 2026. The Pun Group reviewed the price and populations factor reports from the California and the Increased in Assessed Valuation due to new Non-Residential Construction Reports from San Joaquin County and recalculated the Appropriation Limit for each of those years.

The recalculation results in a revised Appropriation Limit of \$180,832,731, representing an increase to the limit of \$78,827,927, with adjustments applied from FY 2007-08 through FY 2025-26. The Pun Group issued a detailed report documenting the factors used in the recalculation, which is included as attachment A to this staff report.

Staff recommends that the City Council adopt a resolution authorizing the recalculation of the GANN Appropriations Limit for fiscal years 2007-08 through 2025-26 and approving the revised limit.

In accordance with the provisions of Article XIII B of the California Constitution, this recalculation of appropriations subject to the limit will open up a 60-day challenge period to the appropriations subject to the limit for any fiscal year that has been recalculated.

FISCAL IMPACT

Amending the Gann limit ensures that the City will be able to collect appropriations sufficient to meet its long-term service obligations to its residents.

STRATEGIC PLAN

This item supports the Government Accountability strategic priority, goal 2, maintain fiscal responsibility.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution amending the GANN Appropriations limit for FY 2007-08 through FY2025-26 pursuant to Article XIII B of the California State Constitution.

Prepared by: Sara Castro, Director of Finance

Reviewed by: L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A: Independent Accountant's Report on Agreed-Upon Procedures
Applied to Appropriations Limit Schedule

Attachment B: Amended FY25/26 Appropriations Limit

City of Tracy

Tracy, California

Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule

For the Years Ending June 30, 2001 to 2026



INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Honorable Mayor and Members of City Council
of the City of Tracy
Tracy, California

We have performed the procedures enumerated below on the accompanying Appropriations Limit Schedule of the City of Tracy, California (the "City") for the years ending June 30, 2001 to 2026. The management at the City is responsible for the Appropriations Limit Schedule.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of meeting the requirements set forth in Section 1.5 of Article XIII-B of the California Constitution. The procedures, which were suggested by the League of California Cities and presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution* were performed solely to assist you in meeting the requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the completed worksheets used by the City to calculate its appropriations limit for the years ended June 30, 2001 to 2026.
2. We obtained Price and Population Factors Used for Appropriation Limits for the years 2001 to 2026 from the California Department of Finance.
3. We obtained District Assessed Values Reports for the Tax Year 2005-2006 to 2025-2026 for the City of Tracy from the County of San Joaquin County's Assessor Secured Tax Rolls.
4. We obtained the Increased in Assessed Valuation due to new Non-Residential Construction Report for the Tax Year 2006 to 2026 for the City of Tracy from the County of San Joaquin County's Assessor Secured Tax Rolls.
5. We recalculated the Appropriation Limit for the years ended June 30, 2001 to 2026.

To the Honorable Mayor and Members of City Council
of the City of Tracy
Tracy, California
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Results:

See Exhibit A attached for the Computation of the Appropriation Limit for the year ended June 30, 2001 to 2026.

Method of Calculation

Under Section 10.5 of Article XIII B, for the fiscal years beginning on or after July 1, 1990, the appropriation limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors as discussed below:

Population Factors:

A California governmental agency may use, as its population factor, either (1) the annual percentage change in the jurisdiction's own population or (2) the annual percentage change in the population of the county in which the jurisdiction is located. The factor adopted by the City for each fiscal year is shown below:

2000-2001	City
2001-2002	City
2002-2003	City
2003-2004	City
2004-2005	City
2005-2006	City
2006-2007	City
2007-2008	County
2008-2009	County
2010-2011	County
2011-2012	County
2012-2013	County
2013-2014	County
2014-2015	County
2015-2016	County
2016-2017	County
2017-2018	City
2018-2019	City
2019-2020	City
2020-2021	County
2021-2022	City
2022-2023	City
2023-2024	City
2024-2025	City
2025-2026	City

Inflation Factors:

A California governmental agency may use, as its inflation factor, either (1) the annual percentage change in per capita personal income for the fourth quarter, as supplied by the State Department of Finance, or (2) the percentage change in the local assessment roll from the preceding year attributable to local nonresidential construction.

Inflation Factors (Continued):

The following table presents the inflation factors adopted by the City for each fiscal year since implementation of Article XIII B, as permitted by Government Code §7901:

2000-2001	Per Capita Personal Income
2001-2002	Per Capita Personal Income
2002-2003	Per Capita Personal Income
2003-2004	Per Capita Personal Income
2004-2005	Per Capita Personal Income
2005-2006	Per Capita Personal Income
2006-2007	Per Capita Personal Income
2007-2008	Per Capita Personal Income
2008-2009	Per Capita Personal Income
2010-2011	Increase in Non-Residential Assessed Valuation Due to New Construction
2011-2012	Per Capita Personal Income
2012-2013	Per Capita Personal Income
2013-2014	Per Capita Personal Income
2014-2015	Increase in Non-Residential Assessed Valuation Due to New Construction
2015-2016	Increase in Non-Residential Assessed Valuation Due to New Construction
2016-2017	Per Capita Personal Income
2017-2018	Increase in Non-Residential Assessed Valuation Due to New Construction
2018-2019	Increase in Non-Residential Assessed Valuation Due to New Construction
2019-2020	Increase in Non-Residential Assessed Valuation Due to New Construction
2020-2021	Increase in Non-Residential Assessed Valuation Due to New Construction
2021-2022	Increase in Non-Residential Assessed Valuation Due to New Construction
2022-2023	Increase in Non-Residential Assessed Valuation Due to New Construction
2023-2024	Increase in Non-Residential Assessed Valuation Due to New Construction
2024-2025	Per Capita Personal Income
2025-2026	Increase in Non-Residential Assessed Valuation Due to New Construction

Other Adjustments

A California government agency may be required to adjust its appropriation limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for the years 2001 to 2026.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respective on the accompanying Appropriation Limit Schedule. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters have come to our attention that would have been reported to you.

To the Honorable Mayor and Members of City Council
of the City of Tracy
Tracy, California
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We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be, used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

The Per Group, LLP

Walnut Creek, California
November 21, 2025

City of Tracy
Exhibit A
Appropriations Limit Schedule
For the Years Ending June 30, 2001 to 2026

Appropriation Limit Year	(a) Beginning Appropriation Limit	(b) Percentage Change in Per Capita Personal Income	(c) Percentage Change in County Population	(d) Percentage Change in City Population	(e) Greater of (c) or (d)	(g)	(h)	(i) Percentage Increase	(j) Greater of (b) or (i)	(k) Appropriation Change Factor	(l) Ending Appropriation Limit
						Dollar Increase/ (Decrease) in Total Secured and Unsecured Local Assessment Roll	Dollar Increase in Locally Assessed Non- Residential Valuation due to New Construction				
2000-2001	\$ 19,365,877	4.91%	1.78%	7.29%	7.29%	n/a	n/a	n/a	4.91%	1.1255794	21,797,832
2001-2002	21,797,832	7.82%	2.71%	7.59%	7.59%	n/a	n/a	n/a	7.82%	1.1600354	25,286,256
2002-2003	25,286,256	-1.27%	3.07%	7.70%	7.70%	n/a	n/a	n/a	-1.27%	1.0633221	26,887,435
2003-2004	26,887,435	2.31%	2.86%	5.93%	5.93%	n/a	n/a	n/a	2.31%	1.0837698	29,139,791
2004-2005	29,139,791	3.28%	2.54%	5.83%	5.83%	n/a	n/a	n/a	3.28%	1.0930122	31,850,148
2005-2006	31,850,148	5.26%	2.65%	4.71%	4.71%	n/a	n/a	n/a	5.26%	1.1021775	35,104,516
2006-2007	35,104,516	3.96%	2.00%	2.48%	2.48%	n/a	n/a	n/a	3.96%	1.0653821	37,399,722
2007-2008	37,399,722	4.42%	1.73%	0.03%	1.73%	1,229,193,261	22,793,603	1.85%	4.42%	1.0622647	39,728,403
2008-2009	39,728,403	4.29%	1.59%	1.19%	1.59%	562,268,535	20,536,289	3.65%	4.29%	1.0594821	42,091,532
2009-2010	42,091,532	0.62%	1.07%	0.70%	1.07%	(430,903,676)	20,444,843	-4.74%	0.62%	1.0169663	42,805,671
2010-2011	42,805,671	-2.54%	0.97%	0.72%	0.97%	(1,640,379,252)	31,809,078	-1.94%	-1.94%	0.9901206	42,382,777
2011-2012	42,382,777	2.51%	0.97%	0.69%	0.97%	(187,930,621)	41,515,225	-22.09%	2.51%	1.0350435	43,868,017
2012-2013	43,868,017	3.77%	1.05%	0.79%	1.05%	(337,312,734)	10,628,718	-3.15%	3.77%	1.0485959	45,999,820
2013-2014	45,999,820	5.12%	0.95%	0.60%	0.95%	(71,482,070)	8,089,674	-11.32%	5.12%	1.0611864	48,814,384
2014-2015	48,814,384	-0.23%	1.10%	0.81%	1.10%	580,699,538	11,393,509	1.96%	1.96%	1.0308361	50,319,631
2015-2016	50,319,631	3.82%	1.43%	0.42%	1.43%	1,021,441,977	41,313,300	4.04%	4.04%	1.0553244	53,103,536
2016-2017	53,103,536	5.37%	1.34%	1.27%	1.34%	529,099,816	1,632,739	0.31%	5.37%	1.0678196	56,704,996
2017-2018	56,704,996	3.69%	1.53%	1.60%	1.60%	724,130,726	150,491,733	20.78%	20.78%	1.2271492	69,585,488
2018-2019	69,585,488	3.67%	1.57%	1.65%	1.65%	657,513,332	52,124,829	7.93%	7.93%	1.0970837	76,341,108
2019-2020	76,341,108	3.85%	1.69%	2.17%	2.17%	572,804,217	25,594,331	4.47%	4.47%	1.0673521	81,482,844
2020-2021	81,482,844	3.73%	1.42%	1.06%	1.42%	853,704,879	117,495,860	13.76%	13.76%	1.1537849	94,013,674
2021-2022	94,013,674	5.73%	1.48%	2.86%	2.86%	956,589,172	112,178,160	11.73%	11.73%	1.1492228	108,042,657
2022-2023	108,042,657	7.55%	0.44%	0.98%	0.98%	950,125,762	167,569,521	17.64%	17.64%	1.1878940	128,343,225
2023-2024	128,343,225	4.44%	0.43%	0.83%	0.83%	1,868,181,177	108,874,425	5.83%	5.83%	1.0670620	136,950,179
2024-2025	136,950,179	3.62%	1.01%	1.33%	1.33%	1,644,924,324	29,062,550	1.77%	3.62%	1.0499815	143,795,149
2025-2026	143,795,149	6.44%	0.46%	0.73%	0.73%	1,448,324,532	359,848,265	24.85%	24.85%	1.2575721	180,832,761

REVISIED
2025-26 Appropriations Limit **\$ 180,832,761**

2025/26 Projected Tax Revenues

<u>Description</u>	<u>Amount</u>
Property Taxes	\$ 34,124,300
Sales & Use Tax	82,525,200
Sales & Use Tax - Measure V	11,908,100
Transient Occupancy Tax	2,000,000
Franchise Fees	2,969,100
Business License Tax	3,800,000
Real Property Transfer Tax	1,754,200
Interest Earnings	4,000,000

2024-25 Projected Qualifying Expenses

<u>Exemptions</u>	
Debt Service	(5,828,000)
Qualified Capital Outlays	(35,437,100)

Appropriations Subject to Limitation **\$ 101,815,800**

Margin **\$ 79,016,961**

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**AMEND FISCAL YEARS 2007-08 THROUGH 2025-26
APPROPRIATIONS LIMIT (GANN) PURSUANT TO ARTICLE XIII B
OF THE CALIFORNIA STATE CONSTITUTION.**

WHEREAS, In November 1979, the voters of the State of California approved Proposition 4, which states that beginning July 1, 1980, all state and local government budget appropriations cannot exceed the amount resulting from a formula based upon the 1978-79 budget, plus adjustments for cost of living and population changes, and specific exceptions (the "**Gann Appropriation Limit Initiative**"); and

WHEREAS, Proposition 4 implemented the Gann Appropriation Limit Initiative through the addition of Article XIII B to the California Constitution; and

WHEREAS, the State Legislature adopted Government Code Section 7900 to establish the process for calculating the state and local government appropriations limits under Article XIII B of the California Constitution, and Proposition 111, adopted in June 1990, provided new adjustment formulas (as modified, the "**Gann Limit**");

WHEREAS, the City has experienced significant growth in non-residential new construction resulting in increases in assessed valuation that are not fully reflected in the standard population and cost-of-living factors issued by the California Department of Finance; and

WHEREAS, to ensure that the City's GANN Appropriations Limit accurately reflects this growth and provides sufficient capacity to fund essential public services, the City engaged The Pun Group, an independent accounting and audit firm, to audit the Appropriation Limit calculations; and

WHEREAS, the recalculation resulted in a revised Appropriations Limit of \$180,832,731, representing an increase to the limit of \$78,824,927, with adjustments applied from fiscal year 2007-08 through fiscal year 2025-26, as documented in the audit report attached to the staff report for this resolution; and

WHEREAS, Article XIII B of the California Constitution provides for a 60-day period during which the recalculated Appropriations Limit may be challenged by the public following adoption by the governing body.

WHEREAS, in accordance with these State laws, the City of Tracy has prepared documentation establishing the 2025-26 appropriation limit, and has made the documentation used in the determination of the Gann Limit available to the public more than fifteen (15) days before this resolution is being considered and adopted; and

WHEREAS, The recalculation results in a Gann Limit for FY25-26 of \$180,832,731 as provided in Attachment B to the staff report for this resolution; now therefore be it

RESOLVED: That the Appropriations Limit for FY 2007-08 shall be and is set in the amount of \$39,728,403; and be it

FURTHER RESOLVED: That each of the subsequent years Appropriations Limit be adjusted as provided in Attachment A to the staff report for this resolution; and be it

FURTHER RESOLVED: That the City Council hereby amends the Fiscal Year 2025-2026 appropriations limit in the amount of \$180,832,731 pursuant to Article XIII B of the California State Constitution; and be it

FURTHER RESOLVED: That the City Council hereby finds that for Fiscal Year 2025-2026, the amendment to the appropriation limit results in the City of Tracy with appropriations subject to the Gann limit that are currently \$79,016,961 below the limits of Article XIII B of the California Constitution.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the City Council on the 3rd day of February, 2026 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance approving an amendment to repeal Article 36.5 in its entirety and readopt Article 36.5 – Density Bonus Zoning Regulations, of Chapter 10.08, Planning and Zoning, of the Tracy Municipal Code.

BACKGROUND AND LEGISLATIVE HISTORY

At its January 20, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for January 20, 2026, regular City Council Meeting. The staff report may be accessed via the City's website at <https://www.cityoftracy.org/Departments/City-Clerks-Office/Agendas-and-Minutes>, or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt an Ordinance approving an amendment to repeal Article 36.5 in its entirety and readopt Article 36.5 – Density Bonus Zoning Regulations, of Chapter 10.08, Planning and Zoning, of the Tracy Municipal Code.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A: Ordinance

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO REPEAL ARTICLE 36.5 IN ITS ENTIRETY AND READOPT ARTICLE 36.5 – DENSITY BONUS ZONING REGULATIONS, OF CHAPTER 10.08, PLANNING AND ZONING, OF THE TRACY MUNICIPAL CODE.

WHEREAS, state law requires the City of Tracy to adopt a General Plan containing mandatory elements including housing, and that the Housing Element is required to be updated and is subject to statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD); and

WHEREAS, the 2023-2031 Housing Element was prepared in coordination with the California Department of Housing and Community Development; and

WHEREAS, the update to the Housing Element has provided residents and other interested parties with opportunities to review draft documents and proposed policies, and to provide recommendations for consideration by decision-makers; and

WHEREAS, the 2023-2031 Housing Element public participation efforts included an online housing survey in both English and Spanish, stakeholder focus group interviews, dedicated webpage on City website, an email list, community workshops, joint Planning Commission and City Council study session and several Planning Commission and City Council public hearings; and

WHEREAS, on July 1, 2025, Tracy City Council adopted the 2023-2031 Housing Element Update, requiring staff to implement the objectives, policies, and programs set forth in the Housing Plan to provide housing that fulfills the diverse needs of the community; and

WHEREAS, the California Department of Housing and Community Development provided tentative certification on August 11, 2025, on the 2023-2031 Housing Element subject to various implementation programs and polices being updated and enacted; and

WHEREAS, the 2023-2031 Housing Element requires the Density Bonus section of the municipal code to be updated with increased density bonus, and incentives or concessions; and

WHEREAS, this article provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects; and

WHEREAS, in enacting this article, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element; and

WHEREAS, the ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 3, 2025, and recommended that the City Council adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on January 20, 2026; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Amendment to Tracy Municipal Code, Chapter 10.08, Article 36.5. The City Council hereby approves the zoning text amendment to repeal Article 36.5 – Density Bonus in its entirety and readopt Article 36.5 Density Bonus –as

attached to this Ordinance as Exhibit 1 and incorporated by reference as if fully set forth herein. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

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

SECTION 5. Publication This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7. Typographical or Clerical (Scrivener's) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

Ordinance _____

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The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the ____ day of _____ 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

ATTEST: _____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

Exhibit 1 – Chapter 10.08, Article 36.5 – Density Bonus

Chapter 10.08, Article 36.5. Density Bonus

10.08.4650 Purpose.

This section provides incentives for the production of housing for very low-income, low-income, and senior households, and for the production of housing for moderate-income households residing in condominium and planned development projects. In enacting this section, it is the City's intent to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's general plan housing element. This section is enacted under the authority of Government Code sections 65915 through 65917.5.

10.08.4653 Definitions.

In this article 36.5, the following definitions apply. For definitions not included here, see Municipal Code, title 10, article 2, Definitions.

(a) "Affordable rent" means a rent, including a reasonable utility allowance as determined by the planning and building department director, for rental target units that does not exceed the following calculations pursuant to Health and Safety Code Section 50053:

- (1) Very low income: Fifty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.
- (2) Low income: Sixty percent of the AMI, adjusted for household size, multiplied by 30 percent and divided by 12.

(b) "Affordable sales price" means a sales price at which very low, low, or moderate income households can qualify for the purchase of target units, taking into account available financing, number of bedrooms and assumed household size, reasonable down payment, and affordable housing costs as defined in Health and Safety Code Section 50052.5. The affordable sales price shall not exceed a price affordable to households based on the following calculations:

- (1) Very low: household income at or below 50 percent of the AMI.
- (2) Low: household income at or below 70 percent of the AMI.
- (3) Moderate: household income at or below 110 percent of the AMI.

(c) "AMI" mean the area median income for San Joaquin County.

(d) "Child care facility" means a child care facility other than a family day care home, including not limited to, infant centers, preschools, extended day care facilities, and school-age child care centers, pursuant to Government Code Section 65915(h)(4).

(e) "Concession or incentive" means any of the following, pursuant to Government Code Section 65915(k):

- (1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum

building standards approved by the California Building Standards Commission as provided in Health and Safety Code Sections 18901 et seq., including, but not limited to:

- (A) Reduced minimum lot sizes and/or dimensions.
- (B) Reduced minimum lot setbacks.
- (C) Increased maximum lot coverage.
- (D) Reduced On-site Parking Standards. Upon the request of the developer, the City shall require a vehicular parking ratio, inclusive of handicapped and guest parking:

In the following ratios:

- I. Zero to one bedroom: One onsite parking space.
- II. Two to three bedrooms: Two onsite parking spaces.
- III. Four and more bedrooms: Two and one-half parking spaces.

If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide "onsite parking" through covered parking or uncovered off-street parking, but not through on-street parking.

- (1) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost and are compatible with the housing units and the existing or planned development in the area where the housing project will be located.
- (2) Other regulatory incentives or concessions proposed by the applicant or the City that result in identifiable and actual cost reductions.

(f) "Condominium project" has the same meaning as set forth in Civil Code Section 1351(f) for moderate income households.

(g) "Density bonus" is defined as a density increase of at least five percent, unless a lesser percentage is elected by the applicant, and no more than 35 percent over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city.

(h) "Density bonus housing agreement" means a legally binding agreement between an applicant and the city to ensure that the requirements of this chapter are satisfied and that establishes, among other things, the number, size, location, terms and conditions of affordability, and production schedule of target units.

(i) "Density bonus units" means those residential units approved pursuant to the provisions of this chapter that exceed the otherwise maximum residential density for the proposed housing development site.

- (j) "Development standard" means any ordinance, general plan element, specific plan, or other city condition, law, policy, resolution or regulation, as set forth in Government Code Section 65915(o)(1).
- (k) "Housing cost" means the sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, property taxes and assessments, fire and casualty insurance, and homeowner association fees.
- (l) "Low-income household" means persons and families whose income does not exceed the low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (m) "Maximum residential development" means the maximum number of residential units permitted by the general plan and applicable zoning district at the time of application, except for the provisions of this chapter.
- (n) "Moderate income household" means persons and families whose income does not exceed the moderate-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.
- (o) "Non-restricted unit" means any unit within a housing development that is not a target unit.
- (p) "Qualifying resident" means a senior citizen or other person eligible to reside in senior citizen housing as defined under Civil Code Section 51.3.
- (q) "Senior housing" means a housing development consistent with the State Fair Employment and Housing Act which has been designed to meet the physical and social needs of senior citizens and which otherwise qualifies as housing for older persons as defined in the federal Fair Housing Amendments Act of 1988.
- (r) "Target unit" means a dwelling unit within a housing development that is affordable to and will be reserved for sale or rent to very low, low, or moderate income households, or to qualifying residents.
- (s) "Very low-income household" means persons and families whose income does not exceed the very low-income limits applicable to San Joaquin County, adjusted for household size, as published and periodically updated by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

10.08.4656 Granting of density bonuses and incentives.

- (a) The city shall either grant a density bonus and at least one concession or incentive, or provide other concessions or incentives of equivalent financial value (based on the land cost per dwelling unit) when the applicant for a housing development agrees or proposes to construct at least any one of the following:

- (1) Ten percent of the total dwelling units for very low-income households.
- (2) Twenty percent of the total dwelling units for low-income households.
- (3) Fifty percent of the total dwelling units for qualifying residents.
- (4) Twenty percent of the total dwelling units in a condominium project for moderate income households.

(b) The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change or other discretionary approval by the city.

10.08.4659 Number of density bonus units.

The city shall grant a density bonus, and incentives or concessions described in Section 10.08.4680, when an applicant for a residential development project seeks and agrees to construct at least anyone of the following:

(a) Ten percent of the total dwelling units of a residential development project for low-income households; or

Density Bonus Calculation	
Percentage Low-Income Units	Percentage Density Bonus
10%	20%
11%	21.5%
12%	23%
13%	24.5%
14%	26%
15%	27.5%
16%	29%
17%	30.5%
18%	32%
19%	33.5%
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

(b) Five percent of the total dwelling units of a residential development project for very low-income households; or

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
5%	20%
6%	22.5%
7%	25%
8%	27.5%

9%	30%
10%	32.5%
11%	35%
12%	38.75%
13%	42.5%
14%	46.25%
15%	50%

(c) A residential development project meeting the requirements of a senior citizen housing development or a mobile home park as defined under state law; or

Density Bonus Calculation: Twenty percent

(d) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements - all units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled currently or in the past six months in at least six units at an institution of higher education:

Density Bonus Calculation	
Percentage Lower-Income Units	Percentage Density Bonus
20%	35%
21%	38.75%
22%	42.5%
23%	46.25%
24%	50%

(e) Ten percent of the total dwelling units in a common interest development as defined in Section 1351 of the Civil Code, for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

Density Bonus Calculation	
Percentage Moderate-Income Units	Percentage Density Bonus
10%	5%
11%	6%
12%	7%
13%	8%
14%	9%
15%	10%
16%	11%
17%	12%
18%	13%
19%	14%
20%	15%
21%	16%

22%	17%
23%	18%
24%	19%
25%	20%
26%	21%
27%	22%
28%	23%
29%	24%
30%	25%
31%	26%
32%	27%
33%	28%
34%	29%
35%	30%
36%	31%
37%	32%
38%	33%
39%	34%
40%	35%
41%	38.75%
42%	42.5%
43%	46.25%
44%	50%

The applicant shall elect whether the density bonus shall be awarded on the basis of subsection (a), (b), (c), (d) or (e) above. All density calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus shall not be included when determining the number of dwelling units that is equal to five or ten percent of the total dwelling units.

10.08.4662 Land donation.

When an applicant donates land to the city, the applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire residential development project as follows:

Density Bonus Calculation	
Percentage Very Low-Income Units	Percentage Density Bonus
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%

15%	20%
16%	21%
17%	22%
18%	23%
19%	24%
20%	25%
21%	26%
22%	27%
23%	28%
24%	29%
25%	30%
26%	31%
27%	32%
28%	33%
29%	34%
30%	35%

This increase shall be in addition to any density bonus mandated in Section 10.08.4659(a) through (e) above, up to a maximum combined increase of 35 percent if the applicant seeks both the increase required under this section and the increase under Sections 10.08.4659 (a) through (e). All density bonuses resulting in fractional numbers of .5 or higher shall be rounded up to the next whole number. An applicant shall be eligible for the increased density bonus described in this section if all of the following conditions are met:

- (a) The applicant donates and transfers the land to the city no later than the date of approval by the city of the final subdivision map, parcel map, or residential development application of the residential development project seeking the density bonus.
- (b) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent of the number of residential units of the proposed residential development project seeking the density bonus.
- (c) The transferred land:
 - (1) Is at least one acre in size or of sufficient size to permit development of at least 40 units; and
 - (2) Has the appropriate general plan designation and is appropriately zoned for affordable housing based on a density of at least the minimum default density as established by the State Department of Housing and Community Development; and
 - (3) Is or will be served by adequate public facilities and infrastructure; and
 - (4) Has appropriate zoning and development standards to make the development of the affordable units feasible; and

- (5) Has all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land no later than the date of approval of the final subdivision map, parcel map, or of the residential development project seeking the density bonus, except that the city may subject the proposed residential development project to subsequent design review, if the design is not reviewed by the city prior to the time of transfer.
- (d) The transferred land and the affordable units shall be subject to a deed restriction, which shall be recorded on the property at the time of dedication, ensuring continued affordability of the units for a term of at least 30 years.
- (e) The land is transferred to the city or to another housing developer approved by the city.
- (f) The transferred land shall be within the boundary of the proposed residential development project or, if the city agrees, within one-quarter mile of the boundary of the proposed residential development project.

10.08.4665 Child care facilities.

When an applicant proposes to construct a residential development project that conforms to the requirements of Sections 10.08.4659(a) through (e) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the residential development project, the city shall grant either of the following:

- (a) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility; or
- (b) An additional concession or incentive designated by the city to contribute to the economic feasibility of the construction of the child care facility.

The city shall require, as a condition of approving the residential development project, that the following occur:

- (c) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable housing units are required to remain affordable pursuant to this chapter; and
- (d) Of the children who attend the child care facility, the children of very low-income households, low-income households, and moderate-income households shall equal a percentage that is equal to or greater than the percentage of dwelling units that are made affordable to very low-income households, low-income households, or families of moderate-income households pursuant to Sections 10.08.4659(a) through (e).

Notwithstanding any requirement of this chapter, the city shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

10.08.4668 Condominium conversions.

When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to households earning between 80 percent and 120 percent of median income, or 15 percent of the total units of the proposed condominium project to households earning less than 80 percent of median income, and agrees to pay for the reasonably necessary administrative costs incurred by the city, the city shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value.

For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require the city to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city might otherwise apply as conditions of conversion approval.

An applicant shall be ineligible for a condominium conversion density bonus or other incentives under this section if the apartments proposed for conversion constitute a residential development project for which a density bonus or other incentives were previously provided under this chapter.

10.08.4671 Design, distribution and timing of affordable housing.

Affordable housing units must be constructed concurrently with market-rate units. The affordable units shall be integrated into the residential development project and be comparable in infrastructure (including sewer, water and other utilities), construction quality and exterior design to the market-rate units. The affordable units must also comply with the following criteria:

- (a) Rental Residential Development Projects: When affordable units are required in rental residential development projects, the units should be integrated with the project as a whole. All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, and shall not be distinguished by design, construction, or materials. All affordable units shall be reasonably dispersed throughout the project.
- (b) Owner-Occupied Residential Development Projects: When affordable units are required in owner-occupied residential development projects, the units should be integrated with the project as a whole. Affordable units may be smaller in aggregate size and have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality and consistent with contemporary standards for new housing.

All affordable units shall reflect the range and numbers of bedrooms provided in the project as a whole, except that if the market-rate units provide more than four bedrooms, the affordable units need not provide more than four bedrooms.

No building permits will be issued for market-rate units until permits for all affordable units have been obtained, unless affordable units are to be constructed in phases pursuant to a plan approved by the city. Market-rate units will not be inspected for occupancy until all affordable units have been constructed, unless affordable units are to be constructed in phases pursuant to a plan approved by the city.

10.08.4674 Requests for incentives or concessions.

The applicant must submit a density bonus application, as described in Section 10.08.4683 below, for the specific incentives or concessions that the applicant requests. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of either of the following:

- (a) The concession or incentive is not required in order to provide for affordable housing costs;
- (b) The concession or incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the Federal Register of Historic Resources, or the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.

10.08.4677 Granting of incentives or concessions.

If the conditions of Sections 10.08.4659(a), (b), (c) (d) or (e) are met by applicant, the following incentives or concessions may be granted:

- (A) One incentive or concession for projects that include:
 - (1) At least 10 percent of the total units for lower income households, or
 - (2) At least 5 percent for very low-income households, or
 - (3) At least 10 percent for persons and families of moderate income in a development in which the units are for sale.
- (B) Two incentives or concessions for projects that include:
 - (1) At least 17 percent of the total units for lower income households, or
 - (2) At least 10 percent for very low-income households, or
 - (3) At least 20 percent for persons and families of moderate income in a development in which the units are for sale.
- (C) Three incentives or concessions for projects that include:
 - (1) At least 24 percent of the total units for lower income households, or
 - (2) At least 15 percent for very low-income households, or

(3) At least 30 percent for persons and families of moderate income in a development in which the units are for sale.

(D) Five incentives or concessions for a project meeting the criteria of one hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, “development” includes a shared housing building development. If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development. If a project includes at least 23 percent of the total units for lower income students in a student housing project, the applicant shall instead receive two incentives or concessions.

(F) Four incentives or concessions for projects that include at least 16 percent of the units for very low-income households or at least 45 percent for persons and families of moderate income in a development in which the units are for sale.

10.08.4680 Modifying development standards as an incentive.

(a) Incentives requested under sections 10.08.4662 and 10.08.4665 may include the following:

(1) A reduction of a site development standard or a modification of a zoning code requirement which exceeds the minimum building standards provided in Health and Safety Code section 18901 and following and which result in identifiable, financially sufficient, and actual cost reductions, including, but not limited to:

i. Reduced minimum lot size or dimension.	Each reduction of 10% is considered one incentive.
ii. Reduced minimum lot setback: front or rear yard.	Reduction in combined front and rear yard setbacks is considered one incentive, except that the reduction must leave at least a 5-foot setback for each for front and rear yards.
iii. Reduced side yard setbacks.	Reduction in combined side yard setbacks is considered one incentive, except that the reduction must leave at least one 5-foot setback.

iv. Increased maximum lot coverage.	Each increase of 10% is considered one incentive.
v. Reduced open space requirement.	Each decrease of 10% in the open space and land scape requirement is considered one incentive.
vi. Increased maximum building height.	Each additional story in height is considered one incentive, except when the total building height exceeds four stories. In that case, each additional increase by a partial story is one incentive and each additional increase by a full story is two incentives.
vii. Reduced drive aisle width below the applicable City standard, subject to fire district approval.	Each reduction of three feet in drive aisle width is considered one incentive.
viii. Waiver of a design standard from the City's Design Goals and Standards.	Each waiver of a design standard is considered one incentive. (Waivers of General Plan design standards are not permitted, for example: connectivity, community character.)

(Govt. Code section 65915(l)(1))

(2) Approval of mixed-use zoning in conjunction with the housing development if nonresidential land uses will reduce the cost of the housing development and if the City finds that the proposed nonresidential uses are compatible with the housing development and with existing or planned development in the area where the proposed housing development will be located. (Approval of mixed-use zoning is considered six (6) incentives.) (Govt. Code section 65915(l)(2));

(3) Other regulatory incentives proposed by the developer or the City which result in identifiable, financially sufficient, and actual cost reductions. The City has the right to establish the incentive value for any other incentive proposed by an applicant.

(b) An applicant may seek a waiver or modification of development standards that will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4669 at the densities or with the incentives permitted by this section. The developer shall show that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code sections 65915(e) and (f))

10.08.4683 Application requirements and review.

(a) Application. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be submitted with the first application for approval of a housing development and processed concurrently with all other

applications required for the housing development. The application shall be submitted on a form prescribed by the City and shall include at least the following information:

- (1) Site plan showing total number of units, number and location of target units, and number and location of proposed density bonus units;
- (2) Level of affordability of target units and proposals for ensuring affordability (See section 10.08.4680.);
- (3) Description of any requested incentives, waivers or modifications of development standards, or modified parking standards.
 - (i) For all incentives, the application shall include substantial evidence that the requested incentives result in identifiable, financially sufficient, and actual cost reductions (Govt. Code section 65915(l)(3)),
 - (ii) For waivers or modifications of development standards, the application shall provide substantial evidence to show that the waiver or modification is necessary to make the housing units economically feasible and that the development standards, without waiver or modification, will have the effect of precluding the construction of a housing development meeting the criteria of section 10.08.4660 at the densities or with the incentives permitted by this section. (Govt. Code sections 65915(e) and (f))

The applicant shall submit a development pro forma in a form prescribed by the City or the City's Economic Consultant. The applicant shall pay the cost of peer review of the development pro forma;

- (4) If a density bonus or concession is requested for a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in section 10.08.4665 can be made;
 - (5) If a density bonus or incentive is requested for a child care facility, the application shall show the location and square footage of the child care facility and provide substantial evidence that each of the findings included in section 10.08.4665 can be made.
- (b) Approval body. An application for a density bonus, incentive, waiver, modification, or revised parking standard under this section shall be considered by and acted upon by the approval body with authority to approve the housing development. Any decision regarding a density bonus, incentive, waiver, modification, or revised parking standard may be appealed from the Planning Commission to the City Council. Neither the granting of an incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval. (Govt. Code sections 65915(g)(1) and (2) and (k))
- (c) Findings for approval. Before approving an application for a density bonus, incentive, waiver, or modification, the approval body shall make the following findings:
- (1) If the density bonus is based all or in part on donation of land, the findings included in section 10.08.4662;

- (2) If the density bonus, incentive, or concession is based all or in part on the inclusion of a child care facility, the findings included in section 10.08.4665;
 - (3) If the incentive or concession includes mixed use development, the findings included in section 10.08.4680;
 - (4) If a waiver or modification is requested, the developer has shown by substantial evidence that the waiver or modification is necessary to make the housing units economically feasible. (Govt. Code section 65915(f))
- (d) Findings required for denial of incentive. If a request for an incentive is otherwise consistent with this section, the approval body may deny an incentive if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The incentive is not required to provide for affordable rents or affordable ownership costs.
 - (2) The incentive would have a specific adverse impact upon: (i) public health or safety; or (ii) the physical environment; or (iii) on any real property that is listed in the California Register of Historical Resources; and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(d)(1))
- (e) Findings required for denial of waiver or modification. If a request for a waiver or modification is otherwise consistent with this section, the approval body may deny the waiver or modification only if it makes a written finding, based upon substantial evidence, of either of the following:
- (1) The waiver or modification would have a specific adverse impact upon health, safety, or the physical environment, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
- For the purpose of this subsection, "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application was deemed complete. (Govt. Code sections 65589.5, 65915(e))
- (2) The waiver or modification would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
- (f) Findings required for denial of bonus or incentive for child care facility. If a density bonus or concession is based on the provision of child care facilities, the approval body may deny the bonus or concession if it finds, based on substantial evidence, that the City already has adequate child care facilities. (Govt. Code section 65915(i)(3))

10.08.4686 Density bonus housing agreement.

(a) Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus housing agreement (or affordable housing agreement, or other appropriate title) with the City. The agreement shall be made a condition of each discretionary planning permit for the housing development under this subsection. (Govt. Code section 65917)

(b) Recordation. The density bonus housing agreement shall be recorded as a restriction on any parcel on which the target units or density bonus units will be constructed. It shall be recorded before or concurrently with final or parcel map approval, or, where the housing development does not include a map, before issuance of a building permit for any structure in the housing development. The density bonus housing agreement shall run with the land and bind all successors in interest.

(c) Contents. The density bonus housing agreement shall include but not be limited to the following:

- (1) The total number of units approved for the housing development, the number, location, and level of affordability of target units, and the number of density bonus units;
- (2) Standards for determining affordable rent or affordable ownership cost for the target units;
- (3) The location, unit size in square feet, and number of bedrooms of target units;
- (4) Provisions to ensure affordability in accordance with sections 10.08.4653 and 10.08.4677;
- (5) A schedule for completion and occupancy of target units in relation to construction of nonrestricted units;
- (6) A description of any incentives, waivers, or reductions being provided by the City;
- (7) A description of remedies for breach of the agreement by either party. The City may identify tenants or qualified purchasers as third party beneficiaries under the agreement;
- (8) Procedures for qualifying tenants and prospective purchasers of target units;
- (9) Other provisions to ensure implementation and compliance with this section.

(d) For-sale housing provisions. In the case of for-sale housing developments, the density bonus housing agreement shall include the following conditions governing the sale and use of target units during the applicable use restriction period:

- (1) Target units shall be owner-occupied by eligible very low-, low-, or moderate-income households, or by qualified residents in the case of senior citizen housing developments.
- (2) The purchaser of each target unit shall execute an instrument approved by the City and to be recorded against the parcel including such provisions as the City may require to ensure continued compliance with this section.

- (e) Rental housing provisions. In the case of rental housing developments, the density bonus housing agreement shall provide for the following:
- (1) Procedures for establishing affordable rent, filling vacancies, and maintaining target units for eligible tenants;
 - (2) Provisions requiring verification of household incomes;
 - (3) Provisions requiring maintenance of records to demonstrate compliance with this subsection.
- (f) Child care facility or land dedication provisions. A density bonus housing agreement for a child care facility or land dedication shall ensure continued compliance with all conditions included in sections 10.08.4659 and 10.08.4665, respectively.

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance 1) determining that the pre-zoning of approximately 3.9 acres consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 ("Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and 2) approving the pre-zoning of the property to Community Recreation Support Services (CRS) Zone.

BACKGROUND AND LEGISLATIVE HISTORY

At its January 20, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for January 20, 2026, regular City Council Meeting. The staff report may be accessed via the City's website at <https://www.cityoftracy.org/Departments/City-Clerks-Office/Agendas-and-Minutes>, or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt an Ordinance 1) determining that the pre-zoning of approximately 3.9 acres consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 ("Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and 2) approving the pre-zoning of the property to Community Recreation Support Services (CRS) Zone.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A: Ordinance

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE PREZONING OF APPROXIMATELY 3.9 ACRES CONSISTING OF TWO PARCELS LOCATED AT 21323 S. TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBER 212-170-26, AND 21235 S. TRACY BOULEVARD, ASSESSOR'S PARCEL NUMBER 212-170-19 ("PROPERTY") IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15183, NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY; AND 2) APPROVING THE PRE-ZONING OF THE PROPERTY TO COMMUNITY RECREATION SUPPORT SERVICES (CRS) ZONE.

WHEREAS, On July 22, 2025, the City received an application from property owner asking the City to submit a petition to LAFCO to annex the 3.9-acre site consisting of two parcels located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 ("Property") to the City of Tracy, and to pre-zone the Property to Community Recreation Support Services (CRS) Zone pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970 (collectively, the "**Project**"); and

WHEREAS, the Property is located within the City's Sphere of Influence ("**SOI**") and is designated for Commercial uses in the City's General Plan; and

WHEREAS, the CRS Zone is intended to provide support services for users of nearby community and/or regional recreational and entertainment facilities through provision for a range of focused retail uses, restaurants, traveler's accommodations, and similar uses and services; and

WHEREAS, The Project is consistent with General Plan Commercial land use designation and applicable Goals and Policies; and

WHEREAS, The subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to Interstate-205 travelers; and

WHEREAS, The project has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on December 17, 2025, and recommended that the City Council introduce and adopt the ordinance; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on January 20, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. CEQA Determination. The City Council hereby finds that the actions authorized by this Ordinance were adequately evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and determines that the rezoning of the Property to the Community Recreation Support Services (CRS) Zone is consistent with the City's General Plan for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and therefore, pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary.

SECTION 3. Pre-zoning. Based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the pre-zoning of the Property located at 21323 S. Tracy Blvd., Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Blvd., Assessor's Parcel Number 212-170-19 as Community Recreation Support Services (CRS) Zone, as set forth in Article 17.5 of Chapter 10.08 of the TMC. The City's zoning map is hereby amended to show the Property designated as Community Recreation Support Services (CRS) Zone, as shown in **Exhibit 2**.

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

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk’s office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov’t. Code §36933.)

SECTION 7. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

SECTION 8. Typographical or Clerical (Scrivenor’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the _____ day of _____ 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Exhibit 1 – Findings to Support Pre-zoning (TMC 10.08.970)
Exhibit 2 – Zoning Map

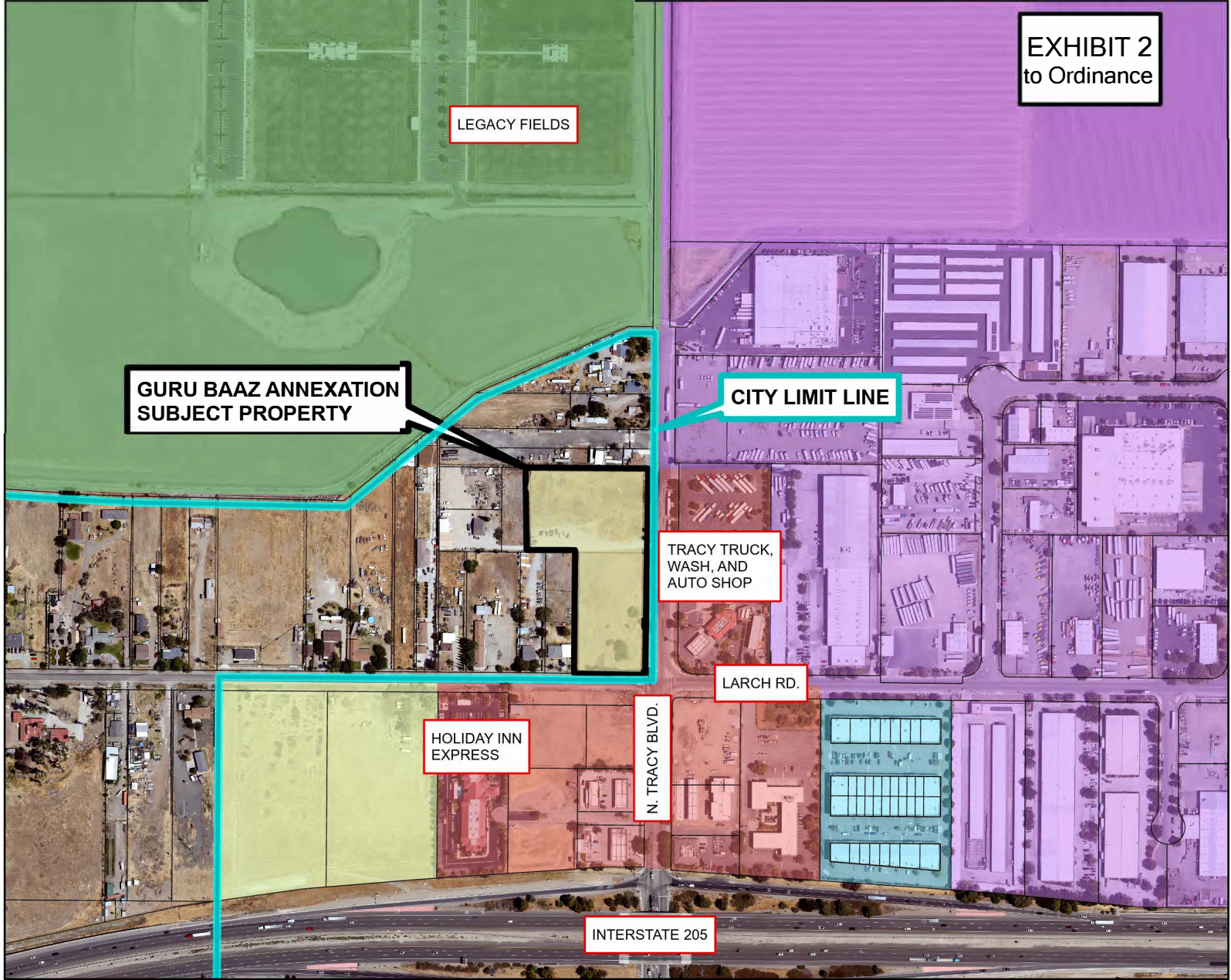
City of Tracy
Pre-zoning Findings
Application Number AP25-0001
City Council - January 20, 2026

Tracy Municipal Code (“TMC”) Section 10.08.970 (Classification of newly annexed territory) provides that territory proposed for annexation to the City be pre-zoned in accordance with Article 29 (Amendments) of the TMC. Article 29 of the TMC, Section 10.08.3840, states that the Planning Commission must find that the approval or denial of an application to amend the zoning ordinance (such as the instant application for pre-zoning) is “necessary to carry out the general purposes” of the zoning ordinance, and state the “facts and reasons” that support this finding. The Planning Commission considered this matter on December 17, 2025, and recommended that the City Council make the following finding:

The approval of the pre-zoning of the Property to Community Recreation Support Services as set forth in Article 17.5 of the Tracy Municipal Code is necessary to carry out the City’s General Plan policies and Zoning regulations, because adding the property to the Community Recreation Support Services zone will allow for its annexation and development consistent with the City’s General Plan Commercial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy’s Infrastructure Master Plans.

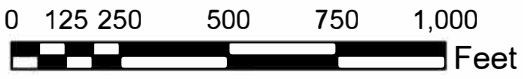
The City Council conducted a duly noticed public hearing on January 20, 2026, and upon its conclusion, after considering all evidence in the record, makes the following finding:

The approval of the pre-zoning of the Property to Community Recreation Support Services as set forth in Article 17.5 of the Tracy Municipal Code is necessary to carry out the City’s General Plan policies and Zoning regulations, because adding the property to the Community Recreation Support Services will allow for its annexation and development consistent with the City’s General Plan Industrial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy’s Infrastructure Master Plans.



Legend

- ZONING DISTRICTS**
- Community Recreation Support Services
 - Park (P)
 - Planned Unit Development (PUD)
 - Light Industrial (M-1)
 - Highway Service (HS)



Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences, with the Ordinance becoming effective 30 days from adoption; any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration (Typographical or Clerical (Scrivener's) Error).

BACKGROUND AND LEGISLATIVE HISTORY

At its January 20, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for January 20, 2026, regular City Council Meeting. The staff report may be accessed via the City's website at <https://www.cityoftracy.org/Departments/City-Clerks-Office/Agendas-and-Minutes>, or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt an Ordinance amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences, with the Ordinance becoming effective 30 days from adoption; any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration (Typographical or Clerical (Scrivener's) Error).

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A: Ordinance

Chapter 2.20 CONTRACTS AND PURCHASING

Article 1. General

2.20.010 Purpose.

The purposes of this chapter are to define the types of contracts regulated by this chapter, provide for the authority of City officers to enter into certain contracts, and to set forth the procedural requirements for the various types of contracts. All purchases and contracts for contracted services, commodities, equipment, and other personal property required by any department or other organizational unit of the City shall be made on behalf of the City in accordance with this chapter, except as otherwise provided by State law. However, a purchase or contract may be initiated only if sufficient funds have been appropriated and for which there is an unexpended and unencumbered remaining balance sufficient to pay for the purchase or contract. This purchasing system implements California Government Code sections 54201—54205.

(Ord. 1039 § 2 (part), 2002)

2.20.020 Types of contracts.

The contracts regulated by this chapter are:

- (a) Contracts for consultant or professional services, governed by Article 3;
- (b) Contracts for the purchase of commodities, equipment and general services, including maintenance contracts on same, governed by Article 4; and
- (c) Contracts for public projects as defined by California Public Contract Code sections 20161 and 22002, governed by Article 5, and California Public Contract Code section 1101 as set out in Article 8.

(Ord. 1039 § 2 (part), 2002)

2.20.030 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- (a) "*Amendment*" or "*change order*", means a change, modification, or addendum to a contract after it has been executed.
- (b) "*Commodities*" means any tangible goods or items such as supplies, parts and materials. Generally, they are consumable in City operations, become part or a component of City equipment or City facilities, and/or have a useful life of one year or less.
- (c) "*Consultant services*" or "*professional services*" means all services which:
 - (1) are of an advisory nature,
 - (2) provide a recommended course of action or personal expertise, or
 - (3) have an end product which is a transmittal of information either written or verbal and which is related to the governmental functions of city administration and management and City program management

or innovation, and which are obtained by awarding a services contract, a grant, or any other payment of funds for services of the above type. In general, "Professional services" are provided by qualified or licensed professionals in such disciplines as accounting, architectural, engineering, environmental, financial, legal, and medical fields.

- (d) *"Contract"* means any agreement to do or not do a certain thing. "Contract" and "agreement" are synonymous. The term "contract" includes a contract for services, and an addendum or change order modifying an existing contract.
- (e) *"Emergency"* means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- (f) *"Equipment"* means tangible personal property with a useful life or more than one year. It may be mobile, portable or fixed, and is an independent functioning unit, as opposed to parts which are components. It would include office equipment, furniture, field equipment, shop, lab, and plant equipment, vehicles and rolling stock.
- (g) *"General services"* includes:
 - (1) Any work performed, or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to the following:
 - (i) Noncustodial maintenance or nonstructural repair of City buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken windowpanes, fire extinguisher maintenance, minor roof repairs, plumbing, electrical, mechanical, and elevator maintenance;
 - (ii) Installation, repair, modification, and maintenance of City equipment;
 - (iii) Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of City supplies, equipment, and waste products;
 - (iv) Providing other technical services to facilitate City operations such as communications, transportation, utilities;
 - (v) Performing repair, demolition or other work required to abate nuisances under this Code.
 - (2) Leasing or rental of equipment (personal property) for use by the City;
 - (3) A maintenance agreement for equipment owned or leased by the City.

"General services" does not include work defined as a public project under the California Public Contract Code or services that are defined as professional services by this section or by City Council resolution.
- (h) *"Local vendor"* or *"local consultant or professional"* unless otherwise noted herein (including Article 8), means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor or local consultant or professional for the purposes of sections 2.20.230, 2.20.130, or 2.20.140, the vendor, consultant, or professional shall submit with its bid or proposal a completed City-provided affidavit that documents the following:
 - (1) The business has a facility with a City of Tracy address,
 - (2) The business will attribute the sales tax from the sale to the City of Tracy, and
 - (3) The business has had a City of Tracy business license for at least one year prior to the opening of the bid.

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- (i) *“Post-consumer recycled material”* means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (j) *“Public project”* means the same as that term is defined in California Public Contract Code section 20161, and section 22002 and includes, but is not limited to:
 - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
 - (2) Painting or repainting of any publicly owned, leased, or operated facility.
 - (3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, “maintenance work” includes all of the following:

 - (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - (2) Minor repainting.
 - (3) Resurfacing of streets and highways at less than one inch.
 - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
 - (k) *“Recycled material”* means material and by-products that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or by-products generated from, and commonly reused within, an original manufacturing process.
 - (l) *“Recycled product”* means material and by-products which have served their intended end use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(Ord. 1078 §§ 1, 2, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 1, 9-1-2009)

2.20.040 Insurance and indemnification; City Attorney and budget approval; execution.

Before a contract is signed by any City representative, or placed on a City Council agenda, the contract must:

- (a) include appropriate insurance and indemnification provisions reviewed by the City’s Risk Management Officer and City Attorney;
- (b) be reviewed or approved as to form by the City Attorney or her/his designee (which may include review prior to a City Council meeting);

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- (c) be approved as to budget availability and purchasing procedural compliance by the Finance Director or Budget Officer; and
 - (d) be signed by the other party (except in the instance of a public entity, utility, or railroad, in which instance it may be signed by the City representative first). Contracts for professional services under Article 3 or general services and commodities under Article 4 valued at Fifty Thousand dollars (\$50,000) or less may be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Attorney and as to content by the applicable City official.

(Ord. 1039 § 2 (part), 2002)

2.20.050 Encumbrance of contracts.

Each contract entered into under this chapter and requiring the payment of City funds, after execution, will be entered into the City financial system by an encumbrance against the appropriate budgeted funds.

(Ord. 1039 § 2 (part), 2002)

2.20.060 Filing with City Clerk.

Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.065 Electronic records and signatures.

- (a) The following definitions apply to this section:
 - (1) "Electronic record" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (2) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.
 - (3) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.
 - (4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.
- (b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:
 - (1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.
 - (2) When a signature is required, the parties may agree that either:
 - (i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
 - (ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

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- (c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.

(Ord. No. 1284 , § 2, 4-7-2020)

2.20.070 Voidability.

Any transaction failing to comply with this chapter in any respect is voidable at the discretion of the City Manager and City Attorney.

(Ord. 1039 § 2 (part), 2002)

Article 2. Contract Authority

2.20.080 City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2 or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20 and/or as provided under City Council resolution.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.090 City Manager authority.

- (a) The City Manager, or her/his designee authorized in writing by the City Manager, is authorized to enter into and sign on behalf of the City, without the prior approval of the City Council, a contract which:
- (1) Contains an initial maximum compensation figure of up to One Hundred Thousand Dollars (\$100,000) or less. Notwithstanding subsection (b) of this section, any change order or amendment to a contract may not exceed a cumulative amount of One Hundred Twenty-five Thousand Dollars (\$125,000) total for that contract. Cumulative change orders or amendments exceeding One Hundred Twenty-five Thousand Dollars (\$125,000) must be approved by the City Council;
 - (2) Is not required by any applicable State law to be the lowest bidder;
 - (3) Is a contract for City-managed professional services in an amount up to One Hundred Thousand (\$100,000) Dollars if the following criteria are met:
 - (i) A cost recovery agreement exists;
 - (ii) An applicant for development entitlements has deposited the required amount under the contract with the City; and
 - (iii) The funds are to be used for development related studies, such as an environmental impact report;
 - (4) Indemnifies and holds harmless agreements with other public entities;
 - (5) Allows right of entry agreements by which the City is granting rights to enter and/or temporarily use City-owned real property and right of entry agreements by which the City is being granted rights to enter and/or temporarily use real properties owned by third parties which agreements may include indemnification and hold harmless clauses; or

-
- (6) Is a cost recovery agreement with an applicant or proponent, at no cost to the City.
 - (b) Notwithstanding the maximum compensation limits set forth in subsection (a)(1) of this code section, for public projects awarded by City Council resolution, the City Manager, or designee, may authorize change orders up to the contingency amount approved by City Council when awarding the bid and/or approving the budget for such public projects and a Department Head, or designee, may authorize a change order of up to Twenty-five Thousand (\$25,000) Dollars provided such change order is still within the contingency amount approved by City Council.
 - (c) In an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may execute a contract, in any format approved as to form by the City Attorney, and authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable. If the contract involves a public works contract for a public project, the procedures set forth in section 2.20.270, subsection (a) and applicable law, shall be followed.
 - (d) Notwithstanding any other provisions of this Chapter, the City Manager may execute contracts for professional or general services for the Grand Theater in any amount up to One Hundred Thousand Dollars (\$100,000) in any format approved as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 2, 9-1-2009; Ord. No. 1144, § 1, 3-16-2010)

2.20.095 City Attorney authority.

- (a) The City Attorney is granted, for purposes related to legal services and the activities or functions of the office of the city attorney, the same authority as the City Manager as set forth in section 2.20.090(a)(1) and (2).
- (b) The City Attorney is also granted the authority to execute for City-managed professional legal services in an amount up to One Hundred Thousand Dollars (\$100,000) Dollars if the following criteria are met:
 - (1) A cost recovery agreement exists;
 - (2) An applicant for development has deposited the required amount under the contract with the City; and
 - (3) The funds are to be used for development related legal services.
- (c) The City Attorney is granted authority to approve, without city council approval, contracts which appoint and retain outside legal counsel to prosecute lawsuits for the city or defend lawsuits (or the potential threat of litigation) against the city provided that monies have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contracts.
- (d) In addition to the authority granted in section 2.20.095(a), the informal request for proposal procedure in section 2.20.130(a) may be dispensed with when the City Attorney in his or her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

(Ord. No. 1222, § 2, 7-19-2016)

2.20.100 Department head authority.

Department heads, including the Assistant City Managers, are authorized to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, a contract:

- (a) Which is for the purchase or lease of commodities, equipment, general services, and professional services;
- (b) Which contains a maximum compensation amount up Fifty Thousand Dollars (\$50,000). Any change order or amendment to a contract may not exceed a cumulative amount of Seventy-five Thousand Dollars (\$75,000) for that contract;
- (c) Which is not required by any State law to be let to the lowest responsible bidder; and
- (d) Is approved as to form by the City Attorney or her/his designee.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1222, § 1, 7-19-2016)

Article 3. Consultant and Professional Services

2.20.110 Authority; definition.

The City Manager and the department heads are each authorized to enter into a contract for consultant or professional services in accordance with the limits on their authority in Article 2 of this chapter. "Consultant or professional services" is defined in subsection 2.20.030(c).

(Ord. 1039 § 2 (part), 2002)

2.20.120 Procurement of services with a value of less than \$50,000.

For procurement of services with a value of less than Fifty Thousand Dollars (\$50,000), purchases shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

2.20.130 Procurement of services with a value of \$50,000 to \$100,000.

- (a) *Informal requests for proposal (RFP) procedure.* The procurement of services with a value of Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) shall be made following the procedure prescribed below:
 - (1) *Solicitation of proposals.* The department may solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall be based at least three proposals made by department, which, whenever possible, may result in at least three (3) proposals for review. The contract shall be awarded to the best qualified and most responsible proposer. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken

into account when awarding the contract. The dollar amount of the proposal shall be considered but the award of the contract need not be made to the lowest dollar proposal.

- (2) *Retention of proposal.* The department shall retain all proposals in accordance with the City Council-approved retention schedule.
 - (3) *Award of contracts.* The department head is authorized to award a contract in accordance with the authorization granted in section 2.20.100.
- (b) *Exceptions.* Informal requests for proposals under this section may be dispensed in the following situations:
- (1) In an emergency;
 - (2) When the services can reasonably be obtained from only one source, which must be determined after evaluating available sources to determine there is only one source capable of competently and efficiently providing the required service; or
 - (3) When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City; or
 - (4) Contracts for City-managed professional services in an amount up to One Hundred Thousand (\$100,000) Dollars if the following criteria are met:
 - (i) a City-approved reimbursement agreement exists;
 - (ii) an applicant for development entitlements has deposited the full amount of the contract with the City; and
 - (iii) the funds are to be used for development related studies, such as an environmental impact report.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 3, 9-1-2009)

2.20.140 Procurement of services with a value greater than \$100,000.

- (a) *Formal request for proposal (RFP) procedures.* The City shall procure services with a value greater than One Hundred Thousand Dollars (\$100,000) following the procedure prescribed below:
 - (1) *Request for proposals.* The request for proposal (RFP) shall include a general description of the services to be procured, shall include a proposed professional services agreement, and the time and place for submission of proposals. A notice inviting proposals shall be distributed to at least three (3) consultant firms and shall be posted on the City website at least ten (10) days prior to the deadline for submission of proposals. Proposers shall submit sealed/approved electronic-version proposals and shall identify them as proposals on the envelope.
 - (2) *Evaluation of proposals.* All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposer best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals will be set forth in the request for proposals and shall include evaluation of which proposer is the most qualified, experienced, and suitable bidder, taking into account price and the other factors stated in each request for proposals. To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, the fact that a proposer is a local consultant or professional may also be taken into account when

evaluating proposals. The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

(3) *Award of contract.* The City Council shall award a contract for services with a value equal to, or greater than, One Hundred Thousand (\$100,000) Dollars.

(b) *Exceptions.* Formal requests for proposals under this section may be dispensed in the following situations:

(1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;

(2) When the services can be obtained from only one source, which has been reviewed and approved in writing by the City Manager;

(3) When, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City; or

(4) When processed through a cooperative purchasing agreement with another public agency whose procurement process is consistent with the provisions of this chapter.

(Ord. 1078 § 3, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 4, 9-1-2009)

Article 4. Purchasing Commodities, Equipment, and General Services

2.20.150 Applicability.

This Article 4 applies to the purchase of commodities, equipment and general services purchased on behalf of the City except for those supplies or materials governed by the California Public Contract Code (see Article 5). The purpose of this Article 4 is to establish efficient procedures for the purchase of commodities, equipment, and general services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases.

(Ord. 1039 § 2 (part), 2002)

2.20.160 Purchases of Commodities, Equipment, and General Services below \$50,000.

For purchases of less than Fifty Thousand Dollars (\$50,000), purchases shall be made by purchase order, invoice, or other written purchase documentation approved by the City Manager or designee, and as to form by the City Attorney.

(Ord. 1039 § 2 (part), 2002)

2.20.170 Purchases of Commodities, Equipment, and General Services from \$50,000 to \$100,000.

(a) *Informal open-market procedure.* The purchase of commodities, equipment, and general services from Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) may be made in the open market, following the procedure prescribed below:

-
- (1) *Minimum number of quotations.* Open-market purchases shall, whenever possible or unless otherwise brought before the City Council for approval, be based on at least three (3) quotations and shall be awarded to the lowest responsible quotation.
 - (2) *Notice inviting quotations.* The department making the purchase shall solicit quotations by written (including e-mail) or verbal request to prospective vendors.
 - (3) *Quotations.* Quotations shall be submitted in writing (including facsimile and e-mail) to the department, which shall keep a record of all open-market orders and quotes for a period of six (6) months after the submission of quotes or the placing of orders. This record is open for public inspection.
 - (4) *Award of contracts.* The City Manager is authorized to award a contract of up to One Hundred Thousand (\$100,000) Dollars when the City Council has budgeted funds for the item(s) and the amount of the award is not more than the budgeted amount.

(b) *Exceptions.* The open-market procedure may be dispensed in the following situations:

- (1) In an emergency as defined herein and as approved in writing by the City Manager or her/his designee;
- (2) When the goods or general services can be obtained from only one source; or
- (3) When the City Manager in his/her best judgment makes a written finding that compliance with these procedures is not in the best interest of the City.

(Ord. 1039 § 2 (part), 2002)

2.20.180 Purchases of Commodities, Equipment, and General Services of \$100,000 or more.

- (a) *Formal contract procedures.* The City shall purchase commodities, equipment and general services of a value greater than One Hundred Thousand Dollars (\$100,000) following the formal bid procedure prescribed below:
 - (1) *Notice inviting bids.* The notice inviting sealed bids shall include a general description of the articles or general services to be purchased and shall state where bid forms and specifications may be secured, and the time and place for opening bids.
 - (i) *Published notice.* The notice inviting bids shall be posted at least ten days before the date of the opening of the bids on the City's website.
 - (ii) *Bidders' list.* The City shall also solicit sealed bids from responsible prospective suppliers whose names are on the bidders' list.
 - (2) *Bid opening procedure.* Bidders shall submit sealed bids to the City Clerk or designee and shall identify them as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
 - (3) *Rejection of bids.* At his or her discretion, the City Manager, consistent with the Municipal Code and/or State or local law, may reject any and all bids presented, and may re-advertise for bids, or may present bids to the City Council for action.
 - (4) *Award of contracts.* The City Council shall award a contract for the purchase of commodities or equipment or general services with a value of One Hundred Thousand (\$100,000) Dollars or more. A contract shall be awarded to the lowest responsible bidder, except as otherwise provided here.

A contract may be awarded to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract.

- (5) *Tie bids.* If two (2) or more bids received are for the same total amount or unit price and quality, service and delivery being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Manager or City Council may accept the one it chooses, or accept the lowest good faith offer by negotiation with the tie bidders.

(b) *Exceptions.* Bidding under this section may be dispensed with:

- (1) In an emergency;
- (2) When the purchase can be obtained from only one source which has been reviewed and approved in writing by the City Manager;
- (3) When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services.

(Ord. 1078 §§ 4, 5, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1209, §§ 1, 2, 3-1-2016; Ord. No. 1222, § 4, 7-19-2016)

2.20.190 Splitting orders prohibited.

It is unlawful to deliberately split into smaller orders the purchase of commodities, equipment, or general services for a single project for the purpose of evading the competitive bidding provisions of this article. Single project, for purposes of this section, means a single, integrated project or task completed by the City and intended to achieve a single outcome or objective. Multiple purchases of the same commodity or services for different projects, at different locations or for different uses, are not a single project.

(Ord. 1039 § 2 (part), 2002)

2.20.200 Equipment leasing.

- (a) Leasing of purchasable or non-purchasable equipment shall be in accordance with the authority limits set forth in Article 2, depending upon the annual cost of the lease.
- (b) Each contract for the leasing or rental of equipment for the City shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the term of the contract upon not less than thirty (30) days' written notice to the other party.

(Ord. 1039 § 2 (part), 2002)

2.20.210 Inspection and testing.

The City may inspect supplies, equipment, and general services delivered, and determine their conformance with the specifications set forth in the order or contract. A Department Head has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

(Ord. 1039 § 2 (part), 2002)

2.20.220 Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program. A separate agreement memorializing the terms negotiated on behalf of the City by the other public agency shall be executed between the City and the Vendor.

(Ord. 1039 § 2 (part), 2002; Ord. No. 1284 , § 2, 4-7-2020)

2.20.230 Local vendor preference.

To the extent that such is not prohibited under State or Federal law, regulations, or funding restrictions, a bid or proposal from a local vendor, as defined in subsection 2.20.030(g), will be tabulated as if it were ten (10%) percent below the figure actually set forth in the bid or proposal to account for the financial advantages accruing to the City by the award of a bid to a local vendor. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of a local preference of ten (10%) percent of the bid or proposal price. The total amount of preference granted in a single bid shall not exceed Three Thousand (\$3,000) Dollars.

(Ord. 1078 § 6, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 5, 9-1-2009)

2.20.240 Use of recycled products.

At the option of the department making the purchase, the bid specifications may include a five (5%) percent price preference to be given to recycled products. If included, the price preference shall be determined based upon the lowest price quoted by suppliers offering recycled products and the maximum amount of the price preference shall not exceed Ten Thousand (\$10,000) Dollars per purchase. Persons submitting proposals or bidding to provide products or services to the City shall be notified of the City's preference for the use of recycled products, including the price preference. Bidders shall be asked to identify in writing to the City the types of recycled materials that will be used and to certify in writing the percentage and contents of recycled material and post-consumer recycled material in the product.

(Ord. 1039 § 2 (part), 2002)

Article 5. Public Projects Subject to the California Public Contract Code

2.20.250 Public project defined.

The term "public project" is defined in subsection 2.20.030(j).

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 6, 9-1-2009)

2.20.255 City engineer approval.

The City Engineer is authorized to approve project design and plans before the City seeks bids on a project. (Reference: Gov't. Code §§830, 835.)

(Ord. No. 1222, § 3, 7-19-2016)

2.20.260 Bidding requirement.

- (a) The City Council authorizes and approves the following bidding procedures for public projects:
- (1) *Informal and formal bidding procedures.* Public projects, as defined by California Public Contract Code section 22002 and in accordance with the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission) shall be let to contract by procedures described in California Public Contract Code section 22030 et seq. For negotiated contracts or purchase orders for public projects falling within the monetary limits of subsection (a) of California Public Contract Code section 22032, the local vendor preference provisions of section 2.20.230 shall apply.
 - (2) *Procedures not established by the act.* When the act does not establish a procedure for bidding public projects, the procedure described in California Public Contract Code section 20160 et seq. shall govern.
 - (3) *Award to low bidder; no bids.* Except as otherwise set out in Chapter 2.20, all contracts must be awarded to the lowest responsible bidder. If two (2) or more bids are the same and lowest, the City may accept the one it chooses. When no bids are received, the City may perform public projects with City employees or through a negotiated contract without further complying with this Code section.
 - (4) *Notice inviting informal bids.* When a public project which is anticipated to fall within the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission) is to be performed, the City shall prepare a notice of the opportunity to bid which describes the project in general terms, states the time and place for the submission of bids and describes how to obtain more detailed information about the project. The City shall mail the notice to all construction trade journals as specified by the Commission in accordance with California Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified at the discretion of the department soliciting bids. Mailing shall be completed at least ten (10) days before bids are due.
 - (5) *Award of informally bid contracts.* The City Manager is authorized to award informally bid contracts as defined in California Public Contract Code section 22032.
 - (6) *Bids exceed informal bidding limit.* If all informal bids received exceed the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission) and the City determines that the cost estimate was reasonable, the City may award the contract at up to the limit described in California Public Contract Code section 22034, subdivision (d), by resolution approved by a four-fifths ($\frac{4}{5}$) vote of the City Council.
 - (7) *Bid documents for formal bids.* The City Council shall adopt plans, specifications and working details for all public projects which are anticipated to fall outside the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended from time to time by the Commission).
 - (8) *Notice inviting formal bids.* When a public project which is anticipated to fall outside the monetary limits on informal bids described in California Public Contract Code section 22032 (as amended

from time to time by the Commission) is to be performed, the City shall publish a notice inviting formal bids in a newspaper of general circulation as described in California Public Contract Code section 22037. The notice shall also be mailed to all construction trade journals as specified by the Commission in accordance with California Public Contract Code section 22036. Other contractors and/or construction trade journals may also be notified, at the discretion of the department soliciting bids. Mailing shall be completed at least thirty (30) days before bids are due.

- (9) *Proprietary product or service.* Notwithstanding subsections (3) and (6), if the product or service is proprietary in nature, such that it can be legally obtained only from a certain contractor(s) pursuant to California Public Contract Code section 3400, the notice inviting informal bids may be sent exclusively to such contractor(s).
 - (10) *Rejection of bids; resolicitation; use of City employees.* If the City intends to reject all bids, it must mail the apparent low bidders a written notice of the City's intent to reject the bid at least two (2) business days prior to the hearing at which the bids will be considered.
 - (11) *After rejecting the bids, the City may:*
 - (i) Abandon the project;
 - (ii) Re-advertise the project; or
 - (iii) Perform the work with City employees, after passing a resolution by a four-fifths (4/5) majority of the City Council declaring that the project can be performed more economically by City employees.
- (b) *Uniform cost accounting procedures.* Whenever the City uses its own employees to perform a public project valued at or less than the monetary limit described in California Public Contract Code section 22032 (as amended from time to time by the Commission) it must implement the Uniform Construction Cost Accounting Policies and Procedures described in California Public Contract Code sections 22042 et seq. and the Commission's Policies and Procedures Manual.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 7, 9-1-2009; Ord. No. 1209, §§ 3, 4, 3-1-2016)

2.20.262 Design-build.

Notwithstanding the requirements of section 2.20.260, for building construction projects in excess of One Million (\$1,000,000) Dollars, the design-build process set forth in section 22162 of the California Public Contract Code may be used.

(Ord. No. 1138, § 10, 9-1-2009)

2.20.270 Exceptions.

- (a) *Emergencies.* Emergency work necessary to respond to an emergency as defined in this chapter is exempt from formal bidding requirements and instead is subject to the requirements set forth in California Public Contract Code sections 20168 and 22050. The City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by that emergency and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager shall report to the City Council, at its next regular meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. Emergency public projects shall

be made by contract, purchase order, invoice, or other written purchase documentation approved as to form by the City Manager and City Attorney. (Reference: California Public Contract Code sections 20168, 22035, and 22050 and Government Code section 8630.)

- (b) *Sole source bids.* If a contract is for a unique product available from only one source so that competitive bidding would be meaningless, the City may enter into a contract without formal bidding. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.
- (c) *Personal and professional services.* Services of lawyers, architects, engineers, land surveyors, artists, accountants, consultants, and similar professionals are exempt from competitive bidding requirements under the California Public Contract Code and instead subject to the requirements of Article 3 of this Chapter.

(Ord. 1078 § 7, 2005; Ord. 1039 § 2 (part), 2002)

(Ord. No. 1138, § 8, 9-1-2009)

2.20.275 Prequalification of bidders.

- (a) *Purpose.* This section is enacted pursuant to California Public Contract Code section 20101, which authorizes the City to establish a system for prequalification of prospective bidders on public works construction projects.
- (b) *Prequalification of bidders.*
 - (1) The City hereby establishes a system for prequalification of prospective bidders for public works construction projects in excess of the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission). The City may use the prequalification system identified in this section for any public works project that exceeds the monetary limits described in California Public Contract Code section 22032 (as amended from time to time by the California Uniform Construction Cost Accounting Commission).
 - (2) The City Engineer or designee is authorized to adopt and apply a uniform system of rating bidders for each project based on:
 - (i) the requirements of California Public Contract Code section 20101; and
 - (ii) the model guidelines and standardized questionnaire created by the State of California Department of Industrial Relations, as modified at the City Engineer's discretion to address the needs of the particular project, or projects, to which they are to be applied.
 - (3) Prequalification of prospective bidders shall be conducted for public works projects that involve the construction, retrofitting, remodeling, renovation or expansion of public buildings, water or wastewater treatment facilities, water works, or require significant specialized experience or expertise, unless the City Engineer or designee determines that it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project. In making his or her determination whether it is in the best interests of the City to forgo prequalification of prospective bidders on a particular project, the City Engineer's or designee's decision shall be supported by one or more of the following reasons:
 - (i) prequalification of prospective bidders is likely to unreasonably adversely affect the cost of the project;

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- (ii) the complexity, scale or cost of the project do not warrant use of this prequalification process;
 - (iii) there is an urgent need, based upon concerns for the health and safety of the public, to pursue the project on an expedited basis;
 - (iv) the particular project is of such a specialized nature that there is a very limited pool of qualified potential bidders, and for this reason the purposes of the prequalification process may be accomplished by use of a bid questionnaire; or
 - (v) the project will not be competitively bid.

Notwithstanding subsection (b)(3) of this section, the City Engineer or designee is authorized to require prequalification of prospective bidders on any public works project or to engage in a program of prequalification of prospective bidders, on public works projects on a recurring basis as provided in California Public Contract Code section 20101.

If prequalification of prospective bidders is required for a particular project, the City Engineer shall determine which bidders are qualified to bid that project based upon the uniform system of rating bidders. If the City Engineer or designee determines any bidder is not qualified to bid a project, the City Engineer or designee shall provide to the bidder written notice that includes the basis for the determination and an identification of any supporting evidence therefor, and an opportunity for the bidder to appeal the determination pursuant to subsection (c) of this section.

(c) *Appeals.*

- (1) Any person aggrieved by a determination made by the City Engineer or designee pursuant to subsection (b) of this section may appeal the determination only by complying with the requirements set forth in this subsection (c). Such an aggrieved person shall be referred to herein as "appellant". Without a timely appeal, the appellant waives any and all rights to challenge the decision of the City Engineer or designee, whether by administrative process, judicial process or any other legal process or proceeding.
- (2) The appellant shall submit a written notice of appeal to the City Clerk (with a copy to the City Attorney), along with a complete written description of all factual and legal bases for the appeal and a deposit in the amount of One Thousand (\$1,000) Dollars, no later than ten (10) calendar days after the City has mailed written notice of the determination made by the City Engineer or designee. Should the appellant prevail in its appeal, the deposit shall be returned to the appellant, and the City shall bear the costs of the appeal. If the appellant does not prevail, the deposit shall be used to pay all costs associated with the appeal. If the deposit is insufficient to pay the entirety of the costs of the appeal, the appellant shall pay the remaining costs within thirty (30) calendar days after the decision. Any failure by the appellant to timely pay any outstanding appeal costs, as required herein, shall be considered by the City in future prequalification proceedings and procurements.
- (3) If the appellant gives the required notice of appeal, provides the necessary deposit, and requests a hearing, the hearing shall be conducted so that it is concluded no later than five (5) business days prior to the last date for the receipt of bids on the project or twenty (20) calendar days following City's receipt of the notice of appeal, whichever is sooner. The hearing shall be an informal process conducted by a hearing officer, who shall be an attorney experienced in public works or construction matters. The hearing officer may be selected by the mutual consent of the appellant and the City. If an agreement cannot be reached regarding the selection of the hearing, the City Attorney shall appoint a hearing officer.
- (4) At the hearing, the appellant and the City shall each be provided an opportunity to be represented by legal counsel and to present or rebut any evidence bearing upon the issues presented in the

appeal. All evidence must be submitted to the hearing officer and the other party within seventy-two (72) hours of the date of the hearing.

- (5) The hearing officer shall consider relevant evidence presented during the hearing and provide a written decision on the appeal to the City and the appellant within one business day after the close of the hearing, provided, however, the hearing officer may also request additional briefing and/or evidence of the parties. The time identified in this section for providing the hearing officer decision may be extended only by consent of the City and the appellant and such an extension shall not affect or require a delay in a scheduled time for opening of bids for any public works project. Failure by the hearing officer to render a timely decision shall be deemed a denial of the appeal.
- (6) The hearing officer's decision shall be final and shall be subject to appeal or review under the appropriate Code of Civil Procedure section(s).

(Ord. 1061 § 2, 2004)

(Ord. No. 1138, § 9, 9-1-2009)

Article 6. Acquisition and Disposition of Interests in Real Property

2.20.280 Leases of real property.

- (a) *City-owned real property.* The City Council shall be the authorizing authority for all leases of City-owned property. Leases of City-owned property shall not exceed fifty-five (55) years unless the procedures contained in Government Code section 37380 are followed.
- (b) *City lease of private property:*
 - (1) Leases with a term of greater than one year and an annual lease payment of Twenty-five Thousand (\$25,000) Dollars or more shall be authorized by the City Council.
 - (2) Leases with a term of less than one year and/or an annual lease payment of less than Twenty-five Thousand (\$25,000) Dollars may be authorized by the City Manager.

(Ord. 1039 § 2 (part), 2002)

(Ord. No. 1135, § 1, 5-5-2009)

2.20.290 Acquisition of real property.

The acquisition of real property, whether by negotiation, dedication, or eminent domain, shall be in accordance with State law. The limits set forth in Article 2 of this chapter shall apply to acquisitions of real property.

(Ord. 1039 § 2 (part), 2002)

2.20.300 Disposition of real property.

- (a) Procedures for the disposition of real property shall be in accordance with State law, including, but not limited to the Surplus Land Act. In accordance with California Government Code section 65402(a), the City Council hereby determines that the provisions of that section shall not apply to:

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- (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
 - (2) acquisitions, dispositions, or abandonments for street widening; or
 - (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening or alignment projects are of a minor nature.
- (b) The report of the Planning Commission regarding the conformance of a capital improvement project with the general plan made pursuant to California Government Code section 65401 shall also constitute the report required by California Government Code section 65402(a) regarding each acquisition or disposition of real estate, street abandonment or vacation, or public building or structure included in that capital improvement project.
- (c) The disposition of real property shall be by competitive proposals unless the City Council, by resolution, determines other procedures are in the best interests of the City.

(Ord. 1069 § 1, 2004: Ord. 1039 § 2 (part), 2002)

Article 7. Surplus Commodities and Equipment

2.20.310 Surplus commodities and equipment.

Each department shall submit to the Public Works Director or their designee, at such times and in such forms as the Director prescribes, reports showing all commodities and equipment which are no longer used, or which have become obsolete or worn out. The Public Works Director or designee has the authority to sell or otherwise dispose of all commodities and equipment which cannot be used by any department, or which have become unsuitable for City use, or to exchange the same for or trade the same in on new commodities and equipment.

Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. City Manager approval is needed for disposition of commodities and/or equipment when the total estimated value is less than Ten Thousand (\$10,000) Dollars; however, City Council approval is needed if the value is equal to or exceeds Ten Thousand (\$10,000) Dollars. The Public Works Director also has the authority to make transfers between departments of any useable surplus commodities or equipment.

(Ord. 1039 § 2 (part), 2002)

Article 8. Local Hiring Preferences in Public Works Contracts

2.20.320 Findings and Purpose.

- (a) The City Council finds and declares as follows:
- (1) Due to the lack of local jobs, a percentage of the workforce residing in the City must commute long distances to find work, causing increased traffic on state highways, increased pollution, increased use of gas and other fuels, and other serious environmental impacts.

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- (2) Because of the lack of local jobs, many residents of the City must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the hours between school and the parents' return from work outside the area.
 - (3) Absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole, including, but not limited to, increased crime, more frequent and serious injuries, poor homework accomplishments, failing grades, and increased high school dropout rates.
 - (4) The City of Tracy and surrounding areas need an expanding employment base and a local hiring preference in public works contracts, which will benefit the City as a whole.
 - (5) The City spends significant amounts on purchasing personal property and materials, in contracting for services, and in constructing improvements to real property or to existing facilities. The funds used in making those purchases are derived, in part, from taxes, fees, and other revenues of local businesses in the city. To the extent possible, such funds should be placed back into the local economy.
 - (6) The construction industry is a potential path to middle income employment, and is therefore, a crucial opportunity to connect residents with economic opportunities.
 - (7) A local hiring preference in public works contracts will provide job opportunities to City residents, expand the area's employment base, lessen the drain on public assistance resources and reduce the impacts on the environment caused by the high unemployment and long commuting times to jobs outside the area.
- (b) The purpose of this article is to ameliorate the foregoing by:
- (1) Increasing the local workforce base by decreasing unemployment and thereby enhancing and retaining job skills; and
 - (2) Increasing local spending power, which will result in a stronger, more self-reliant economy.

2.20.330 Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this Article 8 shall have the following meanings:

- (a) "Construction work hours" means the total hours worked on a public works contract by qualified individuals, whether those individuals are employed by a contractor or subcontractor.
- (b) "Contractor" means the following:
 - (1) Any person or entity who submits a bid to the city for a public works contract; and/or
 - (2) Any person or entity who provides labor and/or materials for the city pursuant to a public works contract.
- (c) "City" means the City of Tracy.
- (d) "Days" means calendar days unless otherwise specified.
- (e) "Local resident" means, for purposes of this Article 8 only, an individual who is legally domiciled in the City of Tracy and surrounding areas (as set out below) immediately preceding the date of the notice of solicitation or bid advertisement by the City. An individual's domicile is his or her one and only true, fixed and permanent home and principal establishment. An individual shall verify his or her domicile upon request of the contractor or City by producing satisfactory documentation such as a rent/lease agreement, utility bills, a valid state-issued driver's license or identification card, or any other similar and reliable evidence. For the purpose of this Article 8 only, the residents from the following ZIP codes

are considered to be a Local Resident: 95376, 95377, 95391, 95304, 95330, 95206, 95234, 95231, 95203, 95202, 95204, and 95205.

- (f) "Public Works contract" has the same meaning as set forth in Section 1101 of the California Public Contracts Code, as amended or supplanted, and as set out herein in Section 2.20.030(j).
- (g) "Qualified individuals" means any and all skilled and unskilled workers, including but not limited to work site foremen, journeymen, technical engineers, apprentices, construction trainees, and construction helpers. Qualified individuals also include any and all other workers appropriate for construction activities regardless of level of skill.
- (h) "Subcontractor(s)" means any person or entity that assumes by secondary contract some or all of the obligations of a contractor.

2.20.340 Requirements for Contractors.

- (a) Every Contractor submitting a bid to the City for a Public works contract shall agree to make a good faith effort to hire qualified individuals who are Local Residents in sufficient numbers so that (with respect to such Public works contract) no less than fifty (50) percent of the total construction workforce, including any subcontractor workforce, measured in construction work hours, is comprised of Local residents.
- (b) A "good faith effort" means a Contractor will take the following or similar actions to recruit and maintain Local residents as part of the construction workforce:
 - (1) Contact local recruitment sources to identify qualified individuals who are Local Residents;
 - (2) Advertise for qualified individuals who are local residents in trade papers and at least (1) newspaper of general circulation within the City or the County of San Joaquin, unless time limits imposed under the applicable Public works contract relative to the commencement and/or completion of work do not permit such advertising;
 - (3) With respect to any portion of a Public works contract to be performed by a Subcontractor, identify Subcontractors whose workforce includes qualified individuals who are local residents; and
 - (4) Develop a written plan to recruit Local Residents as part of the construction workforce.
- (c) Every Contractor shall complete and sign under penalty of perjury a certification of good faith effort to hire Local Residents, on the form provided in the City's bid package, and shall submit the same with its sealed bid no later than the date and time of the bid opening.
- (d) A Contractor shall include in each and every subcontract relating to a Public Works contract, a provision whereby the subcontractor agrees to make a good faith effort to hire qualified individuals who are Local Residents. A Contractor shall be responsible for a subcontractor's compliance with the provisions of this article.
- (e) The purchasing agent or designee shall prescribe rules, regulations, or procedures relating to the application, administration, and interpretation of the provisions of this Article 8. Such rules, regulations, and procedures shall be consistent with the provisions of this Article 8 and may specify details and forms to be used.

2.20.350 Requirements for Subcontractors.

Each Subcontractor for work, laborers or materialmen relating to a public works project subject to this article shall, in its contract with the prime contractor, promise to make a good faith effort (as defined in Section 2.20.340) to hire qualified individuals who are Local Residents and to maintain documentary evidence of such actions.

2.20.360 Workforce Development Preference.

There shall be a five (5) percent (5%) preference during the procurement process awarded to Contractors that can and do certify under penalty of perjury at least thirty (30) percent (30%) of the workforce on a project are and will continue to be throughout the full duration of the project Local Residents within the meaning set out herein in Article 8.

2.20.370 Hiring discretion.

This Article 8 does not limit the Contractor's or the Subcontractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 8 shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

2.20.380 Nonresponsive bids.

The City may declare a bid to be nonresponsive under the provisions of this Article 8 for good cause including, but not limited to, the following circumstances:

- (a) If a Contractor fails to complete and sign under penalty of perjury the certificate of good faith effort to hire Local residents and/or fails to submit the same with its sealed bid no later than the date and time of the bid opening; or
- (b) If a Contractor, or a Subcontractor listed by a Contractor, fails to comply with the good faith effort requirements set forth in Sections 2.20.340 and 2.20.350; or
- (c) If it is determined that a Contractor knowingly or recklessly submits false information in order to obtain the workforce development preference noted herein in Section 2.20.360.

2.20.390 Required documentation.

During its performance of a Public Works Contract, a Contractor, and Subcontractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent and temporary employees. A Contractor shall require each subcontractor performing work pursuant to a Public Works Contract awarded by the City to the Contractor to maintain records of the same information for the Subcontractor's workforce and shall require each Subcontractor to provide a copy of such records to the Contractor upon the Contractor's request. A Contractor shall make the records and documents set forth in this section available to the City, upon written request, within five (5) business days.

2.20.400 Forms and documents submitted under penalty of perjury.

All forms and documents required under this article shall be attested to as true as to the information set forth therein and shall be submitted under penalty of perjury.

2.20.410 Monitoring and Penalties.

At least every ninety (90) days during the term of a project (or at any juncture at its sole discretion), the City may monitor and investigate compliance of any Contractor and/or Subcontractor with respect to the requirements of this article. The City shall have the right to engage in random inspections of job sites, subject to construction schedule and safety concerns. Each Contractor and Subcontractor shall allow representatives of the City, in the performance of their duties, to engage in random inspections of job sites and to have access to the employees of the contractor and subcontractor and the records required to document compliance with this article. The City, by

and through the City Manager (or her/his designee) shall establish a procedure or policy for City monitoring of compliance with this article and to address allegations of noncompliance. The City shall have sole authority over the administration of this article. Violations of this article shall be subject to a penalty consistent with Chapter 1.04 of the Tracy Municipal Code. Moreover, a violation of Sections 2.20.340, 2.20.350, 2.20.360, or 2.20.380 may be referred to the District Attorney's Office or City Attorney's Office for prosecution.

2.20.420 Exclusions and Exceptions.

The provisions of this Article shall not apply under any of the following circumstances:

- (a) When a state or federal law or regulation applicable to a particular public works contract prohibits a local hiring requirement;
- (b) When the City determines (by the City Manager or her/his designee), in accordance with the requirements of this code or applicable state law, that a contract is necessary to respond to an emergency which endangers the public health, safety or welfare; or
- (c) When the City determines (by the City Manager or her/his designee) that a suitable pool of qualified individuals who are Local Residents does not exist for a specific Public works contract.

Agenda Item 1.K

RECOMMENDATION

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

BACKGROUND AND LEGISLATIVE HISTORY

At its January 20, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for January 20, 2026, regular City Council Meeting. The staff report may be accessed via the City's website at <https://www.cityoftracy.org/Departments/City-Clerks-Office/Agendas-and-Minutes>, or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

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

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A: Ordinance

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE (1) AMENDING TITLE 2 – ADMINISTRATION OF THE TRACY MUNICIPAL CODE TO ADD (A) CHAPTER 2.01 – ELECTIONS AND (B) THE FOLLOWING THREE SECTIONS UNDER CHAPTER 2.01 – ELECTIONS: 2.01.010 – ESTABLISHMENT OF BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS, EXCLUDING THE MAYOR, 2.01.020 – ESTABLISHMENT OF CITY COUNCIL ELECTION DISTRICTS, AND 2.01.030 – ESTABLISHMENT OF THE SEQUENCE OF ELECTIONS FOR CITY COUNCIL MEMBERS ELECTED BY DISTRICT; AND (2) RELOCATING SECTION 2.04.040 – TERM LIMITS OF THE TRACY MUNICIPAL CODE TO CHAPTER 2.01 AS SECTION 2.01.040 OF THE TRACY MUNICIPAL CODE

WHEREAS, California Government Code Section 34886 states that “[n]otwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21130 of the Elections Code and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code);” and

WHEREAS, California Government Code Section 34871 states that “[a]t any municipal election, or special election held for that purpose, the legislative body may submit to the registered voters an ordinance providing for the election of members of the legislative body in any of the following ways:

- (a) By districts in five, seven, or nine districts.
- (b) From districts in five, seven, or nine districts.
- (c) By districts in four, six, or eight districts, with an elective mayor pursuant to Article 5 (commencing with Section 34900).
- (d) From districts in four, six, or eight districts, with an elective mayor pursuant to Article 5 (commencing with Section 34900).

The term 'by districts' as used in this article shall mean election of members of the legislative body by voters of the district alone. The term 'from districts' shall mean election of members of the legislative body who are residents of the district from which they are elected by the voters of the entire city. 'Geographical area making up the district' shall in the case of elections by district mean the district, and in the case of elections from districts shall mean the entire city except with respect to the residence requirements imposed by Section 34882.

That ordinance may also be qualified for the ballot by means of an initiative measure in accordance with Chapter 3 (commencing with Section 9200) of Division 9 of the Elections Code;"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The Tracy Municipal Code shall be amended to add or relocate Chapters, Sections, and text as outlined in Sections 3 through 7.

SECTION 3. Addition of Chapter 2.01 – Elections.

SECTION 4. Addition of Section 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor.

(a) Pursuant to California Government Code §§ 34886 and 34871(c), City Council Members shall be elected by district in four single-member districts. The Mayor will be separately elected by a citywide vote.

(1) Beginning with the general municipal election in November 2026, City Council Members shall be elected in the election districts established by Section 2.01.020 and as subsequently reapportioned as required by state law and/or federal law. Elections shall take place on a by-district basis as that term is defined in California Government Code § 34871; meaning one member of the City Council shall be elected from each district, by the voters of that district alone, except for the Mayor, who shall be elected citywide. In accordance with Section 2.01.040, and except as provided in Section 2.05.140(b), each City Council Member, excluding the Mayor (who serves a two-year term), shall serve a four-year term until his or her successor has qualified.

(2) Except as provided in subsection (a)(3) of this section, the City Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code § 34882 and California Elections Code § 10227. Termination of residency in a district by a City Council Member shall create

an immediate vacancy for that City Council district, unless a substitute residence within the district is established within 30 days after the termination of residency.

- (3) Notwithstanding any other provision of this section, the City Council Members in office at the time this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. Notwithstanding the City Council Policy on Filling City Council Vacancies, vacancies in City Council Member offices elected at-large may be filled from the City at-large. At the end of the term of each City Council Member, that member's successor shall be elected on a by-district basis in the election districts established in Section 2.01.020 and as provided in 2.01.030. A vacancy in a City Council Member office elected by district shall be filled by a person qualified to hold the office, who is a resident of the district and registered to vote in the district, in a process established by the City Council.

SECTION 5. Addition of Section 2.01.020 – Establishment of City Council Election Districts. Four City Council districts are hereby established in the City of Tracy. The boundaries and identifying number of each district shall be as described on the "Tracy City Council Election Districts Map," adopted by resolution of the City Council and on file in the City Clerk's Office.

SECTION 6. Addition of Section 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District.

- (a) City Council Members shall be elected in Council Districts 1 and 3, beginning with the general municipal election in November 2026, and every four years thereafter, except as provided in the subsection (B) of this section and subject to the term limits set forth in Section 2.01.040.
- (b) The City Council Members from Council Districts 2 and 4 shall be elected beginning with the general municipal election in November 2028, and every four years thereafter, subject to the term limits set forth in Section 2.01.040.

SECTION 7. Relocation of Section 2.04.040 – Term Limits. Section 2.04.040 – Term Limits shall be relocated to Chapter 2.01 – Elections as Section 2.01.040.

SECTION 8. Effective Date. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 9. Publication This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's Office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (California Government Code § 36933.)

SECTION 10. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 11. Typographical or Clerical (Scrivener’s) Error. Any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January, 2026, and finally adopted on the ____ day of _____ 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy

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

Date of Attestation: _____

Tema de Agenda 1.K

RECOMENDACIÓN

El personal recomienda que el Concejo Municipal apruebe una Ordenanza (1) que modifique el título 2 — Administración del Código Municipal de Tracy — para añadir (A) el capítulo 2.01 — Elecciones y (B) Las tres secciones siguientes en el capítulo 2.01: Elecciones: 2.01.010: Establecimiento de elecciones por distritos para los miembros del Concejo Municipal, excepto el alcalde; 2.01.020 — Establecimiento de distritos electorales para el Concejo Municipal, y 2.01.030 — Establecimiento de la secuencia de elecciones para los miembros del Concejo Municipal elegidos por distrito; y (2) Trasladar la sección 2.04.040 — Límites de mandato del Código Municipal de Tracy al capítulo 2.01 como sección 2.01.040 del Código Municipal de Tracy.

ANTECEDENTES E HISTORIA LEGISLATIVA

En su reunión ordinaria del 20 de enero de 2026, el Concejo Municipal aprobó por unanimidad la presentación de una Ordenanza (Documento Acompañante A) en primera lectura. En el informe del personal, incluido en el paquete de documentos de la agenda de la reunión ordinaria del Concejo Municipal del 20 de enero de 2026, se proporciona información adicional sobre la Ordenanza propuesta. El informe del personal se puede consultar en el sitio web de la ciudad: <https://www.cityoftracy.org/Departments/City-Clerks-Office/Agendas-and-Minutes>, o en persona en la Oficina de la Secretaria Municipal.

MEDIDAS QUE SE SOLICITAN AL CONCEJO

El personal recomienda que el Concejo Municipal apruebe una Ordenanza (1) que modifique el título 2 — Administración del Código Municipal de Tracy — para añadir (A) el capítulo 2.01 — Elecciones y (B) Las tres secciones siguientes en el capítulo 2.01: Elecciones: 2.01.010: Establecimiento de elecciones por distritos para los miembros del Concejo Municipal, excepto el alcalde; 2.01.020 — Establecimiento de distritos electorales para el Concejo Municipal, y 2.01.030 — Establecimiento de la secuencia de elecciones para los miembros del Concejo Municipal elegidos por distrito; y (2) Trasladar la sección 2.04.040 — Límites de mandato del Código Municipal de Tracy al capítulo 2.01 como sección 2.01.040 del Código Municipal de Tracy.

Preparado por: Necy Lopez, Secretaria Municipal Adjunta

Revisado por: L. David Nefouse, Abogado Municipal
Arturo M. Sánchez, Subdirector Municipal

Aprobado por: Arturo M. Sánchez, Subdirector Municipal

Documentos Acompañantes:

A: Ordenanza

APROBADO EN CUANTO A FORMA Y
LEGALIDAD

OFICINA DEL ABOGADO MUNICIPAL

CONCEJO DE TRACY

ORDENANZA N.º.

ORDENANZA (1) QUE MODIFICA EL TÍTULO 2 — ADMINISTRACIÓN DEL CÓDIGO MUNICIPAL DE TRACY PARA AÑADIR (A) EL CAPÍTULO 2.01 — ELECCIONES Y (B) LAS TRES SECCIONES SIGUIENTES EN EL CAPÍTULO 2.01 — ELECCIONES: 2.01.010 – ESTABLECIMIENTO DE ELECCIONES POR DISTRITOS PARA LOS MIEMBROS DEL CONCEJO MUNICIPAL, EXCLUYENDO AL ALCALDE, 2.01.020 – ESTABLECIMIENTO DE DISTRITOS ELECTORALES PARA EL CONCEJO MUNICIPAL, Y 2.01.030 — ESTABLECIMIENTO DE LA SECUENCIA DE ELECCIONES PARA LOS MIEMBROS DEL CONCEJO MUNICIPAL ELEGIDOS POR DISTRITO; Y (2) TRASLADO DE LA SECCIÓN 2.04.040 — LÍMITES DE MANDATO DEL CÓDIGO MUNICIPAL DE TRACY AL CAPÍTULO 2.01 COMO SECCIÓN 2.01.040 DEL CÓDIGO MUNICIPAL DE TRACY.

CONSIDERANDO QUE la Sección 34886 del Código de Gobierno de California establece que “sin perjuicio de lo dispuesto en la Sección 34871 o cualquier otra ley, el órgano legislativo de una ciudad podrá adoptar una ordenanza que exija que los miembros del órgano legislativo sean elegidos por distrito o por distrito con un alcalde electivo, tal y como se describe en las subdivisiones (a) y (c) de la Sección 34871, sin necesidad de someter la ordenanza a la aprobación de los votantes. Una ordenanza adoptada de conformidad con esta sección deberá cumplir con los requisitos y criterios de la sección 21130 del Código Electoral y incluir una declaración de que el cambio en el método de elección de los miembros del órgano legislativo se realiza en cumplimiento de los propósitos de la Ley de Derechos Electorales de California de 2001 (capítulo 1.5 (a partir de la sección 14025) de la división 14 del Código Electoral);“ y

CONSIDERANDO que la Sección 34871 del Código de Gobierno de California establece que “en cualquier elección municipal, o elección especial celebrada con ese fin, el órgano legislativo podrá someter a los votantes registrados una ordenanza que disponga la elección de los miembros del órgano legislativo de cualquiera de las siguientes maneras:

- (a) Por distritos en cinco, siete o nueve distritos.
- (b) De distritos en cinco, siete o nueve distritos.

(c) Por distritos en cuatro, seis u ocho distritos, con un alcalde electivo de conformidad con el artículo 5 (a partir de la sección 34900).

(d) De distritos en cuatro, seis u ocho distritos, con un alcalde electivo de conformidad con el artículo 5 (a partir de la sección 34900).

El término “por distritos”, tal y como se utiliza en este artículo, se referirá a la elección de los miembros del órgano legislativo únicamente por parte de los votantes del distrito. El término “de los distritos” se referirá a la elección de los miembros del órgano legislativo que sean residentes del distrito por el que son elegidos por los votantes de toda la ciudad. “Área geográfica que compone el distrito” significará, en el caso de las elecciones por distrito, el distrito, y en el caso de las elecciones de los distritos, significará toda la ciudad, excepto en lo que respecta a los requisitos de residencia impuestos por la sección 34882.

Dicha ordenanza también puede someterse a votación mediante una iniciativa popular, de conformidad con el capítulo 3 (a partir de la sección 9200) de la división 9 del Código Electoral.”

POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE TRACY ORDENA LO SIGUIENTE:

SECCIÓN 1. Incorporación de considerandos/conclusiones. Las consideraciones anteriores son verdaderas y correctas y se incorporan al presente documento como conclusiones.

SECCIÓN 2. El Código Municipal de Tracy se modificará para añadir o reubicar capítulos, secciones y texto, tal y como se describe en las secciones 3 a 7.

SECCIÓN 3. Adición del Capítulo 2.01: Elecciones.

SECCIÓN 4. Adición de la Sección 2.01.010: Establecimiento de elecciones por distritos para los miembros del Concejo Municipal, excluyendo al alcalde.

(a) De conformidad con los artículos 34886 y 34871(c) del Código de Gobierno de California, los miembros del Concejo Municipal se elegirán por distrito en cuatro distritos uninominales. El alcalde se elegirá por separado mediante votación en toda la ciudad.

(1) A partir de las elecciones municipales generales de noviembre de 2026, los miembros del Concejo Municipal se elegirán en los distritos electorales establecidos en la Sección 2.01.020 y, posteriormente, se redistribuirán según lo exijan las leyes estatales y/o federales. Las elecciones se llevarán a cabo por distritos, tal como se define este término en el Código de Gobierno de California § 34871, lo que significa que un miembro del

Concejo Municipal será elegido por cada distrito, únicamente por los votantes de ese distrito, excepto el alcalde, que se elegirá por toda la ciudad. De conformidad con la Sección 2.01.040, y salvo lo dispuesto en la Sección 2.05.140(b), cada miembro del Concejo Municipal, excepto el alcalde (que ejerce un mandato de dos años), ejercerá un mandato de cuatro años hasta que su sucesor haya reunido los requisitos necesarios.

- (2) Salvo lo dispuesto en el inciso (a)(3) de esta sección, el miembro del Concejo Municipal elegido para representar a un distrito debe residir en ese distrito y estar registrado como votante en ese distrito, y cualquier candidato al Concejo Municipal debe vivir y estar registrado como votante en el distrito en el que se postula para las elecciones en el momento en que se emiten los documentos de nominación, de conformidad con el Código de Gobierno de California § 34882 y el Código Electoral de California § 10227. La terminación de la residencia en un distrito por parte de un miembro del Concejo Municipal creará una vacante inmediata en ese distrito del Concejo Municipal, a menos que se establezca una residencia sustituta en el mismo distrito dentro de un plazo de 30 días posteriores a la terminación de la residencia.
- (3) Sin perjuicio de cualquier otra disposición de esta sección, los miembros del Concejo Municipal en funciones en el momento en que entre en vigor este capítulo continuarán en sus cargos hasta que expire el mandato completo para el que fueron elegidos y hasta que su sucesor esté cualificado. Sin perjuicio de la Póliza del Concejo Municipal sobre la cobertura de vacantes en el Concejo Municipal, las vacantes en los cargos de miembros del Concejo Municipal elegidos por el conjunto de la ciudad podrán cubrirse desde el conjunto de la ciudad. Al final del mandato de cada miembro del Concejo Municipal, su sucesor será elegido por distritos en los distritos electorales establecidos en la Sección 2.01.020 y conforme a lo dispuesto en la Sección 2.01.030. Una vacante en un cargo de miembro del Concejo Municipal elegido por distrito se cubrirá por una persona calificada para ocupar el cargo, que sea residente del distrito y esté registrada para votar en el distrito, en un proceso establecido por el Concejo Municipal.

SECCIÓN 5. Adición de la Sección 2.01.020: Establecimiento de los distritos electorales del Concejo Municipal. Por la presente se establecen cuatro distritos del Concejo Municipal en la ciudad de Tracy. Los límites y el número identificativo de cada distrito serán los que se describen en el “Mapa de distritos electorales del Concejo Municipal de Tracy”, aprobado por resolución del Concejo Municipal y archivado en la Oficina del secretario municipal.

SECCIÓN 6. Adición de la Sección 2.01.030: Establecimiento de la secuencia de elecciones para los miembros del Concejo Municipal elegidos por distrito.

- (a) Los miembros del Concejo Municipal se elegirán en los distritos 1 y 3 del Concejo, a partir de las elecciones municipales generales de noviembre de 2026, y cada cuatro años a partir de entonces, salvo lo dispuesto en el inciso (B) de esta sección y con sujeción a los límites de mandato establecidos en la sección 2.01.040.
- (b) Los miembros del Concejo Municipal de los distritos 2 y 4 se elegirán a partir de las elecciones municipales generales de noviembre de 2028, y cada cuatro años a partir de entonces, con sujeción a los límites de mandato establecidos en la sección 2.01.040.

SECCIÓN 7. Reubicación de la Sección 2.04.040: Límites de mandato. La sección 2.04.040, "Límites de mandato", se trasladará al capítulo 2.01, "Elecciones", como sección 2.01.040.

SECCIÓN 8. Fecha de entrada en vigor. La presente Ordenanza entrará en vigor 30 días después de su aprobación y adopción definitivas.

SECCIÓN 9. Publicación La presente Ordenanza deberá (1) publicarse una vez en un periódico de circulación general, en un plazo de 15 días tras su aprobación definitiva, o (2) publicarse en forma resumida y exponerla en la Oficina de la secretaria Municipal al menos cinco días antes de la aprobación de la ordenanza y en un plazo de 15 días tras su aprobación, con los nombres de los miembros del Consejo que hayan votado a favor y en contra de la Ordenanza. (Código de Gobierno de California § 36933.)

SECCIÓN 10. Divisibilidad. Si alguna sección, subsección, oración, cláusula o frase de la presente Ordenanza fuera considerada inválida o inconstitucional por cualquier motivo, por decisión de cualquier tribunal de jurisdicción competente, dicha decisión no afectará la validez del resto de la Ordenanza. El Concejo declara por la presente que habría aprobado esta Ordenanza y cada una de sus secciones, subsecciones, cláusulas o frases independientemente del hecho de que una o más secciones, subsecciones, cláusulas o frases puedan declararse inválidas o inconstitucionales.

SECCIÓN 11. Errores tipográficos o administrativos (de escribano). Cualquier error tipográfico en la presente Ordenanza podrá corregirse por el Abogado Municipal con la ayuda de la secretaria municipal y no constituirá una modificación.

* * * * *

La presente Ordenanza se presentó en una reunión ordinaria del Concejo de Tracy el día 20 de enero de 2026 y se aprobó definitivamente el día ____ de _____ de 2026, por la siguiente votación:

A FAVOR: MIEMBROS DEL CONSEJO:
EN CONTRA: MIEMBROS DEL CONSEJO:
AUSENTE: MIEMBROS DEL CONSEJO:
ABSTENCION: MIEMBROS DEL CONSEJO:

DAN ARRIOLA
Alcalde de la ciudad de Tracy

DOY FE: _____
APRIL B. A. QUINTANILLA
Secretaria municipal y secretaria del Consejo
de la ciudad de Tracy

Fecha de certificación: _____

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a resolution: 1) approving a Disbursement Agreement between the City of Tracy and the Tracy City Center Association for the Downtown Tracy Community Benefit District; and 2) authorizing the City Manager, or their designee, to execute the agreement on behalf of the City.

EXECUTIVE SUMMARY

The Downtown Tracy Community Business District (DTCBD), originally established in 2009 and renewed in 2014, was recently renewed for an additional 10-year term following a legally required petition and ballot process. DTCBD is a Property and Business Improvement District (PBID) that provides special benefits for property and business improvements, maintenance, and activities, as outlined in the District Management Plan (Plan). These benefits are funded by a special assessment levied on properties within the PBID.

Execution of a Disbursement Agreement (Attachment A) between the City of Tracy and the Tracy City Center Association (TCCA) is required to release the collected assessment funds associated with the PBID. The City of Tracy is also a property owner within the District and its annual assessment obligation for City-owned properties within the district totals \$39,815 and is funded by the General Fund. Staff requests City Council approval of the Disbursement Agreement and authorization for the City Manager or their designee to execute it.

BACKGROUND AND LEGISLATIVE HISTORY

The California State Legislature enacted the Property and Business Improvement Law of 1994 (California Streets and Highways Code, Section 36600 et seq.), which authorizes cities to levy assessments within PBIDs.

In December 2009, downtown Tracy property owners voted to establish a PBID to fund special benefit services, forming the DTCBD. In 2014, the DTCBD was renewed for a 10-year term, and the district boundaries were expanded beyond those originally established in 2009. As the DTCBD was set to expire, consideration of renewing the PBID began in the summer of 2024.

Pursuant to Section 36622 of the California Streets and Highways Code, a District Management Plan was prepared as part of the renewal of the DTCBD. The plan includes all elements required by State law, including a detailed map and description of district boundaries, the duration of the assessment period, the method and basis for levying assessments, the proposed budget and sources of financing, the timing and

manner of assessment collection, and a list of all properties to be assessed. The Plan outlines a ten-year program of improvements, maintenance, and activities designed to provide special benefits to assessed properties beyond the services currently provided by the City. These services focus on strengthening Downtown Tracy's identity and visibility, enhancing cleanliness and maintenance in the public realm, and ensuring effective administration and oversight of district operations. Eligible activities include marketing and promotional efforts, support for special events, public art and placemaking initiatives, enhanced sidewalk and streetscape maintenance, and day-to-day operational and financial administration of the district.

Following preparation of the Plan, State law requires a written petition process and subsequent balloting to establish or renew a PBID. The petition process requires signatures from property owners representing more than 50 percent of the proposed assessment within the district. A petition drive was conducted, and property owners within the proposed DTCBD boundaries met the required threshold. On June 17, 2025, the City Council adopted a Resolution of Intention, authorizing the commencement of the balloting process. In August 2025, the City Council held a public hearing and tabulated the returned ballots, with more than 80 percent of voting property owners approving the renewal. Based on the ballot results, the City Council adopted a Resolution of Formation, renewing the DTCBD for an additional ten-year term and approving the expanded district boundaries.

ANALYSIS

The Disbursement Agreement between the City of Tracy and TCCA sets forth the terms and conditions under which PBID assessment revenues are disbursed to TCCA for implementing the Plan. The agreement outlines TCCA's responsibilities for administering district programs, implementing services and improvements, managing funds, and complying with applicable laws, including open meeting, recordkeeping, insurance, and conflict-of-interest requirements.

The agreement also outlines the City's role in collecting assessments, disbursing funds according to an established schedule, and providing administrative oversight. TCCA is required to submit annual reports, budgets, and financial statements to the City, including independent CPA reviews or audits as applicable, to ensure transparency and accountability. The agreement does not obligate the City's General Fund beyond the City's assessment of City-owned properties and limits the City's financial liability.

FISCAL IMPACT

The City will be responsible for the special assessment on City-owned properties within the DTCBD boundaries, totaling \$39,815, to be funded from the General Fund. This amount may increase in future years, with assessment increases capped at 5 percent annually for the 10-year term.

PUBLIC OUTREACH / INTEREST

Economic Development Division staff regularly attend the monthly TCCA Board meetings and provide updates and guidance on City initiatives. Staff hosted a public informational meeting at the Transit Center in October 2025 for Downtown business and property owners to discuss the Disbursement Agreement approval process.

COORDINATION

As part of this initiative, Economic Development Division staff worked with the City Attorney's Office to finalize the terms of the Disbursement Agreement. Throughout the PBID renewal process, City staff have worked directly with the TCCA Board and staff to support this effort.

STRATEGIC PLAN

This item supports City Council's Fiscal Year 2025/26 and 2026/27 Strategic Priorities Local Economy Initiative #1 Implement the Tracy's Economic Development Strategic Plan

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution: 1) approving a Disbursement Agreement between the City of Tracy and the Tracy City Center Association for the Downtown Tracy Community Benefit District; and 2) authorizing the City Manager, or their designee, to execute the agreement on behalf of the City.

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, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Disbursement Agreement

**DISBURSEMENT AGREEMENT
BETWEEN THE CITY OF TRACY
AND
THE TRACY CITY CENTER ASSOCIATION**

Whereas, on December 15, 2009, the City Council, by Resolution No. 2009-240, approved the creation of the Downtown Tracy Community Benefit District (“District” or “CBD”) pursuant to the Property and Business improvement District law of 1994, (California Streets and Highways Code Sections 36600, et seq.), and

Whereas, on August 19, 2025, the City Council, by Resolution No. 2025-206 adopted a resolution of formation to renew the property and business improvement district known as the “Downtown Tracy Community Benefit District” for the years referred to in the June 7, 2025, District Management Plan, and

Whereas, the District is intended to benefit the businesses in the District and revitalize the Downtown by promoting the Downtown District identity, providing and maintaining sidewalk beautification and public parking, providing business attractions and activities, and marketing activities and improvements of particular benefit to the properties located within the District as more specifically identified in the Downtown Tracy Community Benefit District Management Plan for the District (“District Plan”), attached hereto as **Exhibit A** and on file with the City Clerk, and

Whereas, pursuant to Sections 36614.5 and 36651 of the California Streets and Highways Code, the Downtown Tracy City Center Association (“Recipient”), a non-profit entity, has been established and renewed to continue administering and implementing the activities and improvements specified in the District Plan, and

Whereas, the District will be funded entirely by property assessments in the boundaries and is projected at \$295,786.35, which will be disbursed to the Recipient to administer and implement the improvements and activities set forth in the District Plan, and

Whereas, this Disbursement Agreement between the City of Tracy and the Tracy City Center Association (“Agreement”) sets forth the terms and conditions under which the District must operate in using any assessment disbursements (“CBD funds”) from the City to implement and administer the District Plan;

Now Therefore, the parties to this Agreement covenant as follows:

1. **Parties and Effective Date**. This Renewal Agreement is made and entered into as of _____, 2026, between the City of Tracy, a municipal corporation (“City”), located at 333 Civic Center Plaza, Tracy, California 95376 and the Tracy City Center Association, a California non-profit corporation (“Recipient”).

2. Scope of Disbursement Duties. Recipient agrees to perform the tasks, responsibilities and obligations as specified in this Agreement and in the June 7, 2025, District Management Plan (“Disbursement Duties”), attached hereto as **Exhibit A** and on file with the City Clerk, and in the annual reports and budgets approved by the City. Recipient shall designate an individual who shall be responsible for communications with City for the duration of this Agreement. Nothing in this Agreement shall be construed to require Recipient to perform as specified in the District Plan if funds are not available to perform those duties from the District revenues collected from the District assessments.
3. Method of Performing Disbursement Duties. Recipient will determine the method, details and means of performing the Disbursement Duties described in **Exhibit A**.
4. Time of Performance. Recipient’s Disbursement Duties shall begin on January 1, 2026, and shall continue contingent upon the annual review and approval of the District by the City and the annual collection of revenues generated from the assessments collected from the District, unless this Agreement is otherwise terminated pursuant to Section 13 of this Agreement, or until it is terminated by law on January 31, 2035.
5. Recipient Responsibilities.
 - 5.1. Program Implementation and Operation. Recipient shall be fully responsible for developing, implementing, directing and operating the District Plan. Recipient assumes all responsibility for completing activities as required in implementing the District Plan (Exhibit A) and its programs.
 - 5.2. Competitive Bidding. Recipient shall competitively bid all contracts over \$5,000 and shall keep and provide copies of all bids submitted for review to any affected property owners or to the City upon request. The lowest qualified bidder shall receive any service contract that is bid. Recipient shall present its written bidding policy and procedures to the City. Once the contract has been publicly bid and the lowest qualified applicant has been selected, that selected contract may remain for up to three years from the commencement of the contract but may not extend beyond the term of this Agreement without the express written consent of the City and is subject to provisions outlined in Section 5.9.3 below.
 - 5.3. Separate bank account for District (CBD) funds. All CBD funds received by Recipient pursuant to this Agreement shall be held in a bank account separate and apart from any other funds managed or administered by Recipient. CBD funds are not to be co-mingled with any other funds. Tracking of assessment funds is to occur separately and copies of all CBD bank account statements shall be made available to the City upon request. Prior to disbursement of any funds from the City under this Agreement, Recipient shall provide the City with evidence of the required CBD bank account.

- 5.4. CBD name on all activities funded by the CBD. The name “Downtown Tracy Community Benefit District” or an appropriate abbreviation or substitute shall appear on all marketing and promotional materials funded in part or in whole by CBD monies. Prior to holding a special event Recipient shall consult with City for use of City of Tracy name.
- 5.5. Reporting to affected property owners. A statement of activities funded by CBD monies and the cost of each shall be distributed to every affected property owner once a year within 60 days of each fiscal year end. A copy of this statement and a list of property owner names, addresses and/or e-mail addresses to which the notice was sent shall be made available to the City and the public upon request.
- 5.6. Rate Payer Survey. Recipient may administer a rate payer survey to all affected property owners. Results of the survey shall be compiled by Recipient and a summary submitted to the City. Such survey shall be performed at a time specified by the City at its sole discretion but in no event shall such survey be required more than once every three (3) years. The City may request that copies of each separate property owner response also be submitted to the City by Recipient as an attachment to the summary report.
- 5.7. Open Meetings. Recipient shall comply with the open meeting requirements of the Ralph M. Brown Act with regard to all business conducted in performing the terms and conditions of this Agreement.
- 5.8. Maintenance of Central Files and Records. Recipient shall maintain central files and records for the District which shall contain documents designated by the City. Such files and records shall be made available for inspection as specified in Section 17 below and shall at a minimum include a copy of the Articles of Incorporation and Bylaws of the Recipient, a current copy of this Agreement between Recipient and the City, the District Plan, the assessment methodology used to calculate assessments, the latest annual report submitted by the Recipient and approved by the City, a list of Recipient board members, proof of insurance coverage required pursuant to this Agreement, and all other financial and operational records related to this Agreement, including, but not limited to, those required by the Ralph M. Brown Act pursuant to Section 5.7 above. Recipient files and records shall be subject to public disclosure pursuant to the California Public Records Act (California Government Code Sections 6250 et seq.).
- 5.9. Program and Budget Reports.
 - 5.9.1. Annual Report and Budget. Recipient shall submit to the City an annual report and budget for each fiscal year for which assessments are to be levied and collected, in a format to be designated by the

City. Annual reports shall be submitted on or before May 1st of each year commencing in 2026 and shall describe improvement and activities provided in the prior fiscal year in addition to other information required by the above-referenced legislation. The District's next annual report and budget shall be submitted on or before May 1, 2026. Any proposed changes to the assessments, including allowable percentage increases, if any, shall not be implemented until the following fiscal year. If there are changes requested that would require a public hearing and/or a public meeting pursuant to state law as amended, then the report shall be submitted at a time to be determined by the City and in sufficient time to comply with public notice requirements and the City agenda processing timelines then in effect. The budget for any year shall not be effective until approved by the City as being in compliance with the District Plan.

- 5.9.2. Budget. Each program specified in the Plan and succeeding budgets shall be implemented within the budget amount specified and in accordance with the District Plan in Exhibit A and in annual reports and budgets approved by the City. Any obligations or expenditures for items not budgeted shall not be paid from the assessments collected for the District.
- 5.9.3. General Fund Not Liable. Neither the General Fund of the City, nor any other fund, revenue source or monies whatsoever of the City, except the actual collected District assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Any obligations incurred by Recipient are not a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon its income, receipts or revenues.

5.10. Financial Statements.

- 5.10.1. Within 60 days of each fiscal year end, Recipient shall submit a full disclosure financial statement, including an Actual versus Budgeted Expenditures summary. In addition to the financial statement, Recipient shall provide the following within 60 days of fiscal year end:
 - (a) On years when the fiscal year ends in an even number, commencing with fiscal year 2025/2026, a Certified Public Accountant's (CPA) Review Report .
 - (b) On years when the fiscal year ends in an odd number, commencing with fiscal year 2026/2027, a CPA Compilation Report.

Both reports must be prepared by an independent CPA acceptable to

the City. Upon the City's review of the CPA Review Report or CPA Compilation Report, if the City is not satisfied with the statement or report or with regard to the propriety of Recipient's commitment or expenditure of funds during the corresponding reporting period, then the City may request that the Recipient provide either an Expanded Review of the District or require that the Recipient prepare full audited financial statements. For purposes of preparing the above financial statements and reports, Budgeted Expenditures shall mean expenditures approved by the City and on file with the Office of the City Clerk for the corresponding fiscal year, as amended by the City pursuant to applicable legislation.

- 5.10.2. Where applicable, the statement or audits must be conducted in accordance with Government Auditing Standards (2003 and subsequent revisions) prescribed by the Comptroller General of the United States. All other reports and audits shall be prepared in accordance with Generally Accepted Accounting Principles in the United States of America.
- 5.10.3. The audit must be conducted by a Certified Public Accounting (CPA) firm acceptable to the City. Recipient is encouraged, to the extent feasible to procure its reports and audits from qualified small, local and minority and women-owned Tracy firms.
- 5.10.4. Funds to cover only the CBD portion of the financial statement, report or audit can be set aside in the CBD budget.
- 5.10.5. If a fully audited financial statement is required, a Management Letter shall be requested from the Certified Public Accounting firm and be presented to the City.
- 5.10.6. The statement, report or audited financial statement and the Management Letter shall be delivered to the City at the address provided in Section 27 of this Agreement.
- 5.10.7. Recipient shall make available on-line current copies of the CBD quarterly financial statements for access by all interested parties.
- 5.10.8. Assessment Records. Recipient shall maintain a complete database for each property assessed within the District, containing the following information:
 - (i) Assessor's Parcel Number
 - (ii) Street Address

- (iii) Name and Address of Owner of Record
- (iv) Amount of the Assessment Levied
- (v) Proportionate Financial Obligation Imposed, compared to District
- (vi) Assessment Calculations, including all variables used
- (vii) Recipient agrees to maintain such information and make it available to businesses within the District during regular business hours.

5.11. Annual Assessment Preparation. By June 1 of each operating year, Recipient shall supply the City with assessment data for the subsequent tax year (July 1 – June 30), in a format to be prescribed by the Director of Finance of the City of Tracy. The assessment data shall include all of the information required in “Assessment Records,” paragraph 5.10.8, above.

5.12. Liaison with Community. Recipient shall maintain an on-going relationship with the assessed District property owners and any affected residents and business owners, which shall include:

- 5.12.1. Annual Public Meeting. Recipient shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing and mailed to all property owners of record in the District. This meeting will be conducted at a location convenient to the District. A representative of the City Manager or his/her designee may attend as a member of the panel to provide information and assistance.
- 5.12.2. Regular Meetings of the Recipient Board to conduct business to implement the District Plan.
- 5.12.3. Other Events and activities which involve the members of the District and which encourage attainment of the goals and objectives of the District Plan.
- 5.12.4. Recipient shall notify all assessees in writing when an increase in assessments is proposed.
- 5.12.5. Recipient shall deliver to each affected District member of record, written notice of any and all upcoming Recipient board elections with lead time sufficient to allow all interested parties to participate in the process of board member election. Recipient shall allow members to participate in the board elections by mail.

5.12.6. Cost and Expense Records. In accordance with generally accepted accounting principles, Recipient shall maintain full and complete records of activities performed under this Agreement. Such records shall be open to inspection by the City, board members and the public pursuant to the Public Records Act. Recipient agrees to maintain all such records a minimum of four years after the termination of this Agreement.

5.12.7. Program Coordination. Recipient shall complete Disbursement Duties and shall cooperate with the City Manager or his/her designee and shall utilize and cooperate with such personnel as the City Manager or his/her designee shall designate in the implementation of the District Plan, including program development and coordination of District activities with City functions.

6. City Responsibilities.

6.1. Administration. This Agreement shall be administered by the City Manager or his/her designee on behalf of the City. The City Manager or his/her designee shall:

6.1.1. Coordinate the collection of the annual assessment through the City's Finance Department.

6.1.2. Provide general assistance, clarification, or information to Recipient, the assessed parties and the public.

6.1.3. Direct the disbursement of funds to Recipient in accordance with this Agreement, the District Plan and subsequent approved budgets. City shall promptly forward funds to Recipient in accordance with the terms of this Agreement.

6.1.4. Maintain a liaison with Recipient, including coordination of services with and from various City agencies, departments or divisions, as mutually agreed to by the City Manager or his/her designee and Recipient.

6.1.5. Provide meeting space for Recipient board and committee meetings at the Tracy Transit Center, the Fire Administration Building, or City Hall to the extent that meeting rooms are available in those facilities during the normal business hour operations for each facility.

6.2. Discrepancies and Assessment Disputes. The City Manager or his/her designee may assist with the resolution of any discrepancies in individual assessment amounts or calculations. The City Manager or his/her designee reserves the right to:

- 6.2.1. Conduct reviews of existing primary data; verify assessment data as compiled by any consultant, subcontractor or other party hired by Recipient; and perform field or on-site inspections to verify the accuracy of existing or secondary data, or to investigate the claim of any business license holder in the District.
- 6.2.2. Recalculate the assessment amount due and direct the City Finance Department to respond appropriately.

6.3. Disbursements. The annual District assessments will be collected by the County pursuant to the City Finance Department collection procedures and will be transmitted to Recipient less the City's cost of billing and collection which shall be in addition to costs defined in Paragraph 6.3.4, below. The City shall not be obligated to disburse amounts of the assessments not collected at the time called for pursuant to the schedule for disbursements. Upon request by Recipient and with approval of the City Manager (or his or her designee) funds in an amount in excess which have actually been received by the City may be disbursed at an earlier time than provided for herein.

6.3.1. Disbursement of funds shall be on the following schedule. City shall provide upfront disbursements from the anticipated annual appropriations in the following approximate percentages on or around the following dates:

- July 1: Fifty percent (50%) of annual appropriation
- January 1: Fifty percent (50%) of annual appropriation

City shall collect and retain the assessments from the County as reimbursement for the upfront disbursements, which are expected to be received in the following percentages on or around the following dates:

- December 31: Forty percent (40%) of annual appropriation
- Mid-February: Next 13% (total 53%)
- April 30: Next 27% (total 80%)
- June 30: Next 20% (total 100%)

6.3.2. Funds shall be disbursed automatically by the City to Recipient at the time and in the amounts designated in Section 6.3.1 above. Disbursements shall be contingent upon Recipient being in compliance with all provisions set forth in this Agreement. The applicable City costs and fees outlined in Section 6.3.4 below shall be subtracted from the disbursements. The City reserves the right to request at any time a current financial summary of all CBD funds committed and/or spent during the previous quarter(s) from Recipient. Such financial summary shall be submitted by Recipient to

the City within ten (10) business days of the City's request. The City reserves the right to review the summary and to refuse to disburse any further installments if it is not satisfied with the statement or with regard to the propriety of Recipient's commitment or expenditure during the previous quarter(s). This provision is solely for the benefit of the City and does not confer any rights or cause of action on behalf of any third parties including the Advisory Board or assesses of the district.

6.3.3. If there is an adjustment due to changes in the receipts of the District, it may be adjusted in the following year. The City shall not be responsible for delays in payment by affected assesses.

6.3.4. Costs and Expenses. The City of Tracy and the County of San Joaquin will deduct from the funds collected on behalf of the district the respective costs and fees of the City and County collection, including the City's costs of administering the District. Such costs and fees shall include amounts charged by the County in addition to a 1% (one percent) fee charged by the City. The City's 1% fee shall be calculated on the basis of total funds received from the County on behalf of the District plus 1% of all amounts received from tax-exempt property owners billed directly by the City. Deduction for this 1% of the collected funds shall be made from the second payment as described in the schedule in Section 6.3.1 above. Such costs and fees will be withheld prior to making any distribution to Recipient. At the request of Recipient, City shall provide Recipient with a detailed statement of any costs and fees incurred and deducted by City.

7. Ownership of Documents. The designs, plans, reports, files, invoices, investigation materials documents prepared or acquired by or for Recipient pursuant to this Agreement become the joint property of the City and Recipient. Recipient agrees to exercise diligence in providing for the secure storage of all such materials and to provide copies for official City records on request from City.

8. Independent Contractor. It is expressly agreed that in the performance of the Disbursement Duties necessary to carry out this Agreement, Recipient shall be, and is, an independent contractor, and is not an employee of City. Recipient has and shall retain the right to exercise full control and supervision of the activities, and full control over the employment, direction, compensation and discharge of all persons assisting Recipient in the performance of its Disbursement Duties hereunder. Recipient shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Recipient's own acts and those of Recipient's subordinates and employees.

9. Recipient Not Agent of City. Neither Recipient nor any of its employees, agents, representatives, contractors or subcontractors is or shall be deemed to be an agent of the City for any purpose, including fulfillment of Recipient's obligations pursuant to this Agreement.
10. Recipient's Qualifications. Recipient represents that it has the qualifications and skills necessary to perform the Disbursement Duties under this Agreement in a competent and professional manner without the advice or direction of City. This means Recipient is able to fulfill the requirements of this Agreement. Failure to perform all of the Disbursement Duties required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Recipient has complete and sole discretion for the manner in which the work under this Agreement is performed. Recipient will arrange for any necessary staff and board training regarding Recipient's obligations under this Agreement, as well as the requirements of the California Streets and Highways Code Section 36600 *et seq.*, as amended, relating to the operation of a Property and Business Improvement District.
11. Termination on Notice. The City may terminate this Agreement for Recipient's breach of any provision of this Agreement. In addition to the foregoing, annually the City Manager or his/her designee may review the performance of Recipient under this Agreement and, at the City Manager's or his/her designee's sole discretion, the City Manager or his/her designee may terminate this Agreement without cause by giving sixty (60) days' written notice to Recipient. Such notice shall be made in accordance with the "Notices" section of this Agreement.
12. Agents/Brokers. Recipient warrants that it has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Recipient working solely for it, to solicit or secure this Agreement, and that Recipient has not paid or agreed to pay any contactor, subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.
13. Non-Discrimination/Equal Employment Practices. Recipient shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Recipient and Recipient's contractors, subcontractors, if any, shall not discriminate against any employee or applicant for employment in any manner prohibited by federal, state or local laws. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14. Inspection of Books and Records.

- 14.1. During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Recipient shall maintain financial and operational records related to this Agreement. Recipient shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Tracy for the period designated.
- 14.2. During the Audit Period, Recipient hereby grants to City or its designee(s), upon one (1) days prior notice to Recipient, access to and the right to make copies of any of Recipient's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any duties pursuant to this Agreement, or any other agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Recipient authorizes the City's Finance Director or designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Recipient's offices or at Recipient's banks, financial institutions or lenders, or at the offices of Recipient's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Recipient waives its right to the confidentiality of all Financial Information and Recipient authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Recipient's banks, financial institutions or lenders, or from Recipient's financial consultants, accountants or bookkeepers.
- 14.3. Such Audits may be performed by City through its employees or by its designees including, without limitation, a third party auditor retained by City. City's right to Audit under this section is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- 14.4. If any Audit reveals any variance from any financial record or report received from Recipient by City in excess of one percent (1%) of the amount shown on such financial record or report, Recipient shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Such reimbursement shall be paid for by Recipient using Recipient's own funds, separate and apart, from any funds received by Recipient pursuant to this Agreement. Failure to pay such variance and the cost of the Audit as required herein shall constitute a material breach of the Agreement and City may terminate the Agreement in accord with the termination provisions of

Section 13 of this Agreement and Recipient shall be subject to a breach of contract claim for damages by City and a claim for return of all funds provided to Recipient by City pursuant to this Agreement.

15. Insurance. Unless a written waiver is obtained from the City's Risk Manager, Recipient must provide the insurance listed in **Exhibit B** attached hereto and incorporated herein by reference.

16. Indemnification

16.1. Notwithstanding any other provision of this Agreement, Recipient shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, employees and volunteers (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Recipient's obligations, representations or warranties under this Agreement;
- (ii) Act or failure to act in the course of performance by Recipient under this Agreement;
- (iii) Negligent or willful acts or omissions in the course of performance by Recipient under this Agreement;
- (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Recipient;
- (v) Unauthorized use or disclosure by Recipient of confidential information that the City may provide Recipient; and
- (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

16.2. For purposes of the preceding Subsections (i) through (vi), the term "Recipient" includes Recipient, its officers, directors, employees, representatives, agents, servants, consultants, volunteers, contractors and subcontractors.

- 16.3. City shall give Recipient prompt written notice of any such claim of loss or damage and shall cooperate with Recipient, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
 - 16.4. Notwithstanding the foregoing, if Recipient fails or refuses to defend City with Counsel acceptable to City, City shall have the right to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Recipient in the amount of anticipated defense costs plus additional reasonable amounts as security for Recipient's obligations under this Section 19. In no event shall Recipient agree to the settlement of any claim described herein without the prior written consent of City.
 - 16.5. Recipient acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Recipient by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Recipient's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, or willful misconduct of an Indemnitee.
 - 16.6. All of Recipient's obligations under this Section 19 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
 - 16.7. The indemnity set forth in this Section 19 shall not be limited by the City's insurance requirements contained in this Agreement, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Recipient in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.
17. Political Prohibition. Subject to applicable State and Federal laws, moneys paid pursuant to this agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

18. Conflict of Interest

18.1. Recipient

The following protections against conflict of interest will be upheld:

- (i) Recipient certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- (ii) Recipient certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- (iii) Recipient shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Recipient.
- (iv) Recipient warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Recipient shall exercise due diligence to ensure that no such official will receive such an interest.
- (v) Recipient further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Recipient to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Recipient or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year.

Recipient agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Recipient's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- (vi) Recipient understands that in some cases Recipient or persons associated with Recipient may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Recipient further understands that, as a public officer or official, Recipient or persons associated with Recipient may be disqualified from future City contracts to the extent that Recipient is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- (vii) Recipient shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

18.2. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

18.3. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Recipient understands and agrees that, if the City reasonably determines that Recipient has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Recipient to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Recipient is responsible for the conflict of interest situation.

19. Assignment. Recipient shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

20. Business Tax Certificate. Recipient shall obtain and provide proof of a valid City business tax certificate, if applicable. Said certificate must remain valid during the duration of this Agreement.

21. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action arising out of or related to this Agreement shall be venued either in the Superior Court of California, County of San Joaquin or the United States District Court, Eastern District of California.

22. Notice. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

For the City of Tracy:
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attention: City Manager

For Recipient
Tracy City Center Association
17 E. 6th Street, Suite 225
Tracy, CA 95376
Attention: District Manager

23. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Disbursement Duties by Recipient for City with regard to the District and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those duties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

24. Modification. Any modification of this Agreement will be effective only if it is in a writing signed by both parties.

25. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

INTENTIONALLY LEFT BLANK

26. Approval. If the terms of this Agreement are acceptable to Recipient and City, then sign and date below.

CITY:
CITY OF TRACY,
a municipal corporation

By: Midori Lichtwardt
Title: CITY MANAGER
Date: _____

Attest:

By: April B.A. Quintanilla
Title: CITY CLERK
Date: _____

Approved As To Form:

By: L. David Nefouse
Title: CITY ATTORNEY
Date: _____

RECIPIENT:
TRACY CITY CENTER ASSOCIATION,
a California non-profit corporation

DocuSigned by:
Ken Cefalo

F78ADFC0DEAF46C...

By:
Title: President
Date: 1/22/2026 | 6:18 PM EST
Fed. Employer ID No. 37-1605304

Exhibit A

Downtown Tracy Community Benefit District Management District Plan



The Renewed and Expanded Downtown Tracy
Community Benefit District
(DTCBD)

FINAL MANAGEMENT DISTRICT PLAN

June 7, 2025

Renewed and expanded for a 10-year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended.



Corporate Office ■ 710 W. Ivy Street, ■ San Diego, CA 92101 ■ 619-233-5009 ■ Fax 619-239-7105

New England Office: 42 Pearl Street ■ New Bedford, MA ■ 02740

mail@newcityamerica.com ■ www.newcityamerica.com ■ Facebook: New City America, Inc.

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MANAGEMENT DISTRICT SUMMARY

The Downtown Tracy Community Benefit District is a Property and Business Improvement District (DTCBD) being re-established for a 10-year period by a consortium of property and business owners within the current Tracy area, with the consent of the City of Tracy. The current district will end its ten-year term on December 31, 2025.

The purpose of renewing this Community Benefit District (PBID) is to provide and manage supplemental services and improvements for this important and growing regional business center, including landscaping, sanitation, beautification, marketing, streetscape, and administration services, programs, and improvements. The DTCBD is a unique benefit assessment district that will enable DTCBD property owners and businesses working as a unit, to fund needed property and business-related improvement programs, services, and programs above what is provided by the City of Tracy.

Name: The name of the renewed and expanded district is the Downtown Tracy Community Benefit District (DTCBD).

Location: The proposed DTCBD is the core of the Downtown Tracy community. The key streets that make up the DTCBD area include Tenth Street and Central Avenue.

Benefit Zones: There is one benefit zone within the proposed renewed and expanded DTCBD.

Services: The key special benefit services by category will include Civil Sidewalks, District Identity, Administration Services, and a Contingency fund.

Finance: Benefit assessment of real property (118 parcels and 70 owners). No bonds shall be issued to fund DTCBD programs.

Budget: The DTCBD assessment revenue for Year 1 in 2026 is projected to be \$295,786. The Assessment Engineer has determined that general benefits equate to 2.5% of the total adjusted CBD programs of \$303,370 or \$7,584. General benefit revenue shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships, and other sources.

Year 1 – PROPOSED BUDGET (ASSESSMENT REVENUES/SPECIAL BENEFIT (2026)

	Civil Sidewalks	District Identity Services	Administration Services	Contingency	Total
% of Annual Budget	25%	35%	35%	5%	100%
Special Benefits	\$73,947	\$103,525	\$103,525	\$14,789	\$295,786
General Benefits	\$1,896	\$2,654	\$2,654	\$379	\$7,584
Total Budget	\$75,843	\$106,180	\$106,180	\$15,169	\$303,370

The following categories of special benefit services shall only be provided to parcels within the renewed and expanded Downtown Tracy CBD property owners. The categories of services, their percentages and their related costs in this plan have been revised since the 2015 CBD plan due to the increase in area, the changes in minimum wage, insurance, and overall operational costs, as well as prioritization in this plan for a greater emphasis on cleaning, beautification, and maintenance relative to the previous plan of 2015. Inflationary costs as well as the other costs related to the day-to-day operations of the District have increased dramatically since the previous CBD plan was approved in 2015.

District Identity: 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business, and eventually residential tenancies throughout the CBD. These services are above the current City general benefit services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported.
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services

ADMINISTRATION SERVICES:

35%

These are personnel and overhead expenses to oversee the implementation of programs and activities in the CBD. The administration component and percentage of this plan is 5% higher under this renewal plan due to the need for greater administrative oversight of the expanded area of the renewed district as well as costs related to ongoing events and management of the public rights of way.

- Staff and administrative costs
- Directors and officers’ insurance, and general liability insurance
- Office related expenses, equipment, rent.
- Financial reporting, accounting
- Legal work

CONTINGENCY/PARKING MAINTENANCE/CAPITAL IMPROVEMENTS: 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the first four years of the CBD. When the CBD was first established in 2010, it assumed the function of providing special benefit services as a successor to the simultaneously terminated parking district that had been in place between 2005 and 2010. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration, or renewal costs in accordance with this Plan at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

Benefits: “General Benefit” is defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied.” “Special Benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the DTCBD or to the public at large.

YEAR 1 –Annual Assessment Rates

Building Square Footage	Land Area (lot size)	Linear Frontage	Residential Condominiums (assessed for building square feet only)
\$0.22 per year	\$0.11 per year	\$ 4.50 per year	\$0.22 per year

Cap: Assessment increases are capped at a maximum of 5% per year, subject to approval by the Owners Association Board of Directors.

Establishment: The renewed and expanded DTCBD establishment is a five-step process.

1. A management plan is written and approved by the Tracy City Center Association Board of Directors.
2. The Management Plan and Engineers report are submitted to the City Manager and City Attorney for review and approval.
3. Once the plan has been approved, a petition drive will commence by the TCCA in which 50% of the property owners paying into the district (their weight), must sign a petition approving the plan, in this case it will be \$147,894 dollars in petitions signed. The petitions will then be sent to the City Manager for submittal to the City Council.
4. Once the City Council receives the petitions, the City Council adopts a "Resolution of Intent," ballots will be mailed out by the City Clerk to each assessed property owner. Property owners must receive their mail ballots at least 45 days prior to the public hearing date, which will be set by the City Council through the Resolution of Intent action.
5. Once the public hearing date has been set, mail ballots will be received by the City Clerk and opened at the end of testimony that has been taken at the public hearing. If the weighted returned ballots (weighted by dollar amount) of support exceed the returned ballots in opposition, the City Council may then adopt a Resolution of formation and inform the San Joaquin County Tax assessor to place the assessments on the property tax bills for FY 26.

Duration

As allowed by State PBID Law, the District will have a maximum ten (10) year operational term from January 1, 2026, to December 31, 2035. The proposed renewed and expanded District operation is expected to begin services on January 1, 2026.

II. RENEWED AND EXPANDED DOWNTOWN TRACY BOUNDARIES

General: The renewed and expanded Downtown Tracy CBD is located in the core of Downtown Tracy, including parcels primarily on Tenth Street and Central Avenue. The renewed CBD will include expanded parcels beyond the current boundaries that are currently on the periphery of the current district. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, *“Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment pursuant to this part.”* There are currently three residentially zoned parcels within the expansion area. Those parcels will not pay into the DTCBD and will not derive any special benefit services from the new and expanded district. The renewed and expanded CBD has 118 parcels owned by 70 property owners.

Boundary Description

The renewed and expanded Downtown Tracy CBD encompasses approximately seven full blocks and portions of eleven partial blocks in Downtown.

Benefit Zones

The District consists of one benefit zone.

District Boundary Rationale

The Downtown Tracy CBD boundaries are comprised of the commercial core parcels where the main historic economic activity of Downtown Tracy is centered. The commercial parcels facing 11th Street, 10th Street and Central Avenue are the heart of the commercial core of Downtown Tracy. These parcels highlight an array of commercial retailers, service stores, and various other commercial enterprises within the business district.

Northern Boundary

The northern boundary of the renewed and expanded Downtown Tracy CBD is defined by the commercial parcels which are located along the south side of 11th Street from parcel 235-51-008 on the west, running eastward to parcel 235-171-009 on the east at the southwestern parcel of F Street and 11th Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided north of the northern District boundary.

Southern Boundary

The southern boundary of the renewed and expanded Downtown Tracy CBD is defined by the south side of 6th Street including the Transit Center (parcel 235-150-028) as well as the north side of Sixth Street from parcel 235-069-015 on the west and parcel 235-163-015, inclusive, on the east side.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided south of the southern District boundary.

Eastern Boundary

The eastern boundary of the renewed and expanded Downtown Tracy CBD begins at the southwestern corner of the intersection of 11th Street and E Street (parcel 235-171-009) and runs southward to include the parcel at the corner of Tenth Street and E Street, parcel 235-171-010, continuing southward to include the parcel on the southwestern corner of the intersection of Tenth Street and E Street parcel 235-172-020, continuing southward to include all of the parcels on the east side of Central Avenue from Gillette Street (alley) running south along Central Avenue to include all of the commercial parcels on the east side of Central Avenue including Ninth Street, Eighth Street, Seventh Street, and Sixth Street, ending a parcel 235-163-015 across from the park on Sixth Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided east of the eastern District boundary.

Western Boundary

The western boundary of the renewed and expanded Downtown Tracy CBD begins on the north at parcel 235-051-008 at the southwestern corner of the intersection of A Street and 11th Street, and continues down A Street to include all of the parcels on the west side of A street down to parcel 235-052-004, (the parcel at A and Tenth Street is not included due to its residential zoning status). The western boundary continues southward to include parcel 235-056-022, at Ninth Street and B Street and continues southward to include the east side parcel lines of parcels 235-067-001, 235-067-005, 235-068-002, 235-068-017, 235-068-017, 235-069-008, 235-069-009, 235-069-015.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided west of the western District boundary.

Summation:

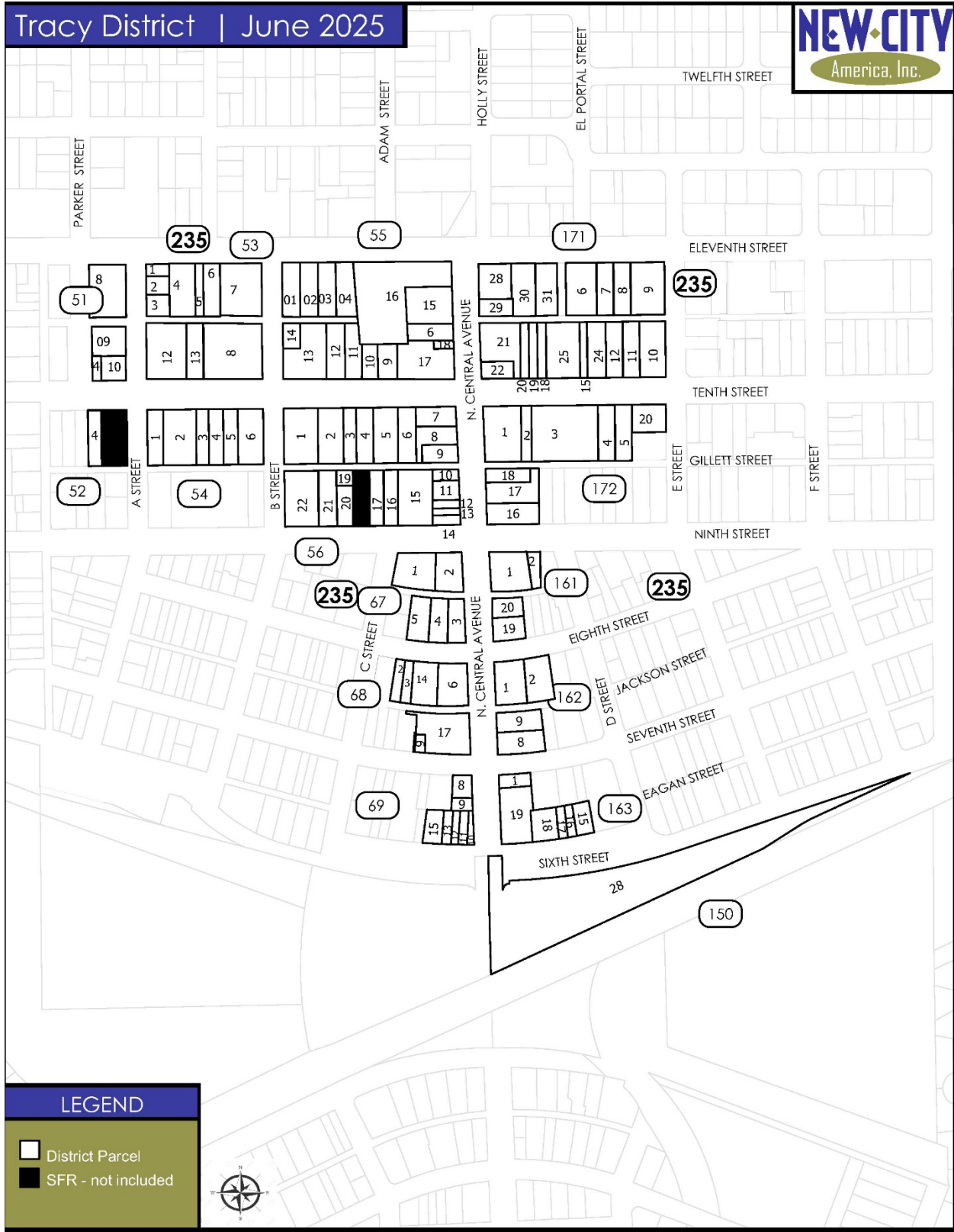
A list of all parcels included in the proposed established DTCBD is shown as Appendix 1, attached to this report identified by their respective San Joaquin County assessor parcel number. The boundary of the proposed renewed and expanded DTCBD is on the map on page 11 of this Report.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Management District Plan. All DTCBD funded services, programs and improvements provided within the above-described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each parcel

assessed within the DTCBD will benefit proportionately and especially benefit from the District funded programs and services (i.e., Civil Sidewalks, District Identity and Place Making, Administration Services and Contingency).

These services, programs and improvements are intended to improve commerce, employment, rents and occupancy rates and investment viability of individually assessed parcels and businesses on them within the renewed and expanded DTCBD. The renewed and expanded DTCBD confers special benefits on each individually assessed parcel by improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses on them within the District, all considered supplemental in a competitive, effectively managed business district.

All District funded services programs and improvements are supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed and expanded DTCBD.



III. PROPOSED TEN-YEAR WORK PLAN AND BUDGET

Overview

The programs and activities to be funded by the renewed and expanded DTCBD will include Civil Sidewalks, District Identity, Administration Services, and Contingency. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. District funded activities are primarily designed to provide special benefits as described below to identify assessed parcels and array of land uses within the boundaries of the District.

These benefits are distinct to each identified assessed parcel within the renewed and expanded DTCBD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individually assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the renewed and expanded DTCBD, the very nature of the purpose of this District is to fund supplemental programs, services, and improvements to assess parcels within the District boundaries above and beyond what is currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 10-year District term, assuming a 5% maximum annual assessment rate increase is shown in the Table on page 15 of this Plan.

Work Plan Details

The services to be provided by the renewed and expanded DTCBD are all designed to contribute to the cohesive commercial fabric and to ensure economic success and vitality of the District. The assessed parcels in the PBID will specially benefit from the District programs in the form of increasing commerce and improving economic success and vitality through meeting the CBD goals: to improve sanitation, beautification, landscaping, and to attract new and retain existing businesses and services, and ultimately to increase commerce and improve the economic viability of each individual assessed parcel.

The following programs, services and improvements are proposed by the DTCBD to specially benefit each individually assessed parcel within the District boundaries. DTCBD services, programs and improvements will not be provided to parcels outside the District boundary.

Year 1 – PROPOSED BUDGET (ASSESSMENT REVENUES/SPECIAL BENEFIT (2026))

	Civil Sidewalks	District Identity	Administration Services	Contingency/Parking Maintenance/Capital Improvements	TOTAL (ROUNDED)
%	25%	35%	35%	5%	100%
Special Benefits	\$73,947	\$103,525	\$103,525	\$14,789	\$295,786
General Benefits	\$1,896	\$2,654	\$2,654	\$379	\$7,584
Total Budget	\$75,843	\$106,180	\$106,180	\$15,169	\$303,370

The following categories of special benefit services shall only be provided to parcels within the renewed and expanded Downtown Tracy CBD property owners.

District Identity:

\$ 103,525 (Special Benefit) + \$ 2,654 (General Benefit) = \$ 106,180 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business, and eventually residential tenancies throughout the CBD. These services are above the current City general benefit services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported.
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services
- Events, including, but not limited to: A Saturday Downtown Tracy Farmers Market, Hop & Shop, Taps on Tenth, Tee It Up With TCCA, 4th of July Parade, State of the District, Wine Stroll, TCCA Car Show, Candy Crawl, Ornament Stroll, Holiday Parade of Lights and Tree Lighting.

Civil Sidewalks:

\$ 73,947 (Special Benefit) +\$1,896 (General Benefit) = \$ 75,843 25%

This category of special benefit services provides property owners with the following services predominantly from curb to property line. The function of these services is to provide a cleaner, more orderly, more attractive, and dynamic Downtown and reduce problems within the public rights of way of the CBD area. These services are above current City general benefit services, and one set of services listed below may be prioritized for one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such Civil Sidewalks and beautification special benefit services include, but not be limited to:

- Regular sidewalk and gutter sweeping, based upon the budget.
- Regular sidewalk steam cleaning (over and above city services)
- Enhanced trash emptying (over and above city services)
- Flower and vegetation maintenance (over and above city services)
- Maintenance and planning of new and expanded outdoor public spaces.
- Other programs that provide special benefits in the sidewalks of the Downtown CBD

It is expected that the frequency of pressure washing, and sidewalk/gutter sweeping will increase under this plan due to the increase in revenues and expansion of the district, resulting in more services to the renewed and expanded Downtown Tracy CBD.

The goal of the Civil Sidewalks work plan component is to ensure that the frontage for all identified assessed parcels are clean and well maintained, thereby creating an attractive District for the special benefit of each and every assessed District parcel. These supplemental services will assist in creating a clean and orderly environment for the special benefit of each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For the array of land uses within the District (i.e. retail, office, grocery, restaurant, offices, parking, mixed-use residential), this work plan component is designed to increase pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the DTCBD boundaries. Each assessed parcel will specially benefit from the Civil Sidewalks programs which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries.

Administration Services:

\$ 103,525 (Special Benefit) + \$ 2,654 (General Benefit) = \$ 106,180 35%

These are overhead expenses to oversee the implementation of programs and activities in the CBD.

- Staff and administrative costs
- Directors’ and Officers’ insurance, general liability insurance
- Office related expenses, equipment, rent.
- Financial reporting, accounting
- Legal work

The Administration Services component includes activities such as: personnel, operations, professional services (e.g. legal, accounting, insurance), production of the Annual Planning Report and Budget, preparation for the regular and Annual Board meetings, preparation of taxes, City required quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the the California Downtown Association or the International Downtown Association.

The Administration Services component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the DTCBD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of cleaning and beautification, district identity and improvement programs and services, which specially benefit each identified assessed parcel within the District boundaries.

Contingency/Parking Maintenance/Capital Improvements:

\$ 14,789 (Special Benefit) + \$ 379 (General Benefit) = \$ 15,169 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the past 10 years of the CBD. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration, or renewal costs in accordance with this Plan at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

In summary, all District funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the renewed and expanded DTCBD will proportionately benefit from the Civil Sidewalks, District Identity and Administration components of the Management Plan. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of each assessed parcel within the boundaries of the renewed and expanded DTCBD.

PROGRAM & ACTIVITY BUDGET

Each identified parcel within the renewed and expanded DTCBD will be assessed the full amount of the proportionate special benefit conferred upon based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 is shown in the following Table:

	Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
%	25%	35%	35%	5%	100%
\$	\$73,947	\$103,525	\$103,525	\$14,789	\$295,786

To carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$295,786 is projected. Since the District is planned for a 10-year term, projected program costs for future years (Years 2-10) are set at the inception of the District. While future inflationary, new development assessments and other program cost increases are unknown at this point, a built-in maximum increase of 8% per annum*, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 10-year District term. The District shall adhere to the budget and Management District Plan. While some variation is permissible to account for unexpected circumstances, the funding allocated to each funding category expressed as a percentage of the total budget, shall not vary by more than 10% of total budget from each year’s percentage in the Management District Plan.

**Increasingly and due to the rapid inflationary pressures that similar districts have experienced since 2020, a 5% maximum annual increase is incorporated into this plan to mitigate increases in minimum wages, employee related benefits, gas, insurance, and other District related costs.*

Any proposed variation shall be subject to review and approval of the City Manager’s office. Any surplus or unspent funds, per category, shall not accumulate year-to-year over the life of the CBD.

10 Year Special + General Benefits (Assumes max of 5% Annual Increase)

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON-ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	Civil Sidewalks	\$73,947	\$1,897	\$75,844	25.00%
	District Identity	\$103,525	\$2,654	\$106,179	35.00%
	Administration	\$103,525	\$2,654	\$106,179	35.00%
	Contingency	<u>\$14,789</u>	<u>\$379</u>	<u>\$15,168</u>	<u>5.00%</u>
	Total	\$295,786	\$7,584	\$303,370	100.00%
2	Civil Sidewalks	\$79,863	\$2,049	\$81,912	25.00%
	District Identity	\$111,807	\$2,866	\$114,673	35.00%
	Administration	\$111,807	\$2,866	\$114,673	35.00%
	Contingency	<u>\$15,972</u>	<u>\$409</u>	<u>\$16,381</u>	<u>5.00%</u>
	Total	\$319,449	\$8,190	\$327,639	100.00%

3	Civil Sidewalks	\$86,252	\$2,213	\$88,465	25.00%
	District Identity	\$120,752	\$3,095	\$123,847	35.00%
	Administration	\$120,752	\$3,095	\$123,847	35.00%
	Contingency	<u>\$17,250</u>	<u>\$442</u>	<u>\$17,692</u>	<u>5.00%</u>
	Total	\$345,006	\$8,845	\$353,851	100.00%
4	Civil Sidewalks	\$93,152	\$2,390	\$95,542	25.00%
	District Identity	\$130,412	\$3,343	\$133,755	35.00%
	Administration	\$130,412	\$3,343	\$133,755	35.00%
	Contingency	<u>\$18,630</u>	<u>\$477</u>	<u>\$19,107</u>	<u>5.00%</u>
	Total	\$372,606	\$9,553	\$382,159	100.00%
5	Civil Sidewalks	\$100,604	\$2,581	\$103,185	25.00%
	District Identity	\$140,845	\$3,610	\$144,455	35.00%
	Administration	\$140,845	\$3,610	\$144,455	35.00%
	Contingency	<u>\$20,120</u>	<u>\$515</u>	<u>\$20,635</u>	<u>5.00%</u>
	Total	\$402,414	\$10,316	\$412,730	100.00%
6	Civil Sidewalks	\$108,652	\$2,787	\$111,439	25.00%
	District Identity	\$152,113	\$3,899	\$156,012	35.00%
	Administration	\$152,113	\$3,899	\$156,012	35.00%
	Contingency	<u>\$21,730</u>	<u>\$556</u>	<u>\$22,286</u>	<u>5.00%</u>
	Total	\$434,608	\$11,141	\$445,749	100.00%
7	Civil Sidewalks	\$117,344	\$3,010	\$120,354	25.00%
	District Identity	\$164,282	\$4,211	\$168,493	35.00%
	Administration	\$164,282	\$4,211	\$168,493	35.00%
	Contingency	<u>\$23,468</u>	<u>\$600</u>	<u>\$24,068</u>	<u>5.00%</u>
	Total	\$469,376	\$12,032	\$481,408	100.00%
8	Civil Sidewalks	\$126,732	\$3,251	\$129,983	25.00%
	District Identity	\$177,425	\$4,548	\$181,973	35.00%
	Administration	\$177,425	\$4,548	\$181,973	35.00%
	Contingency	<u>\$25,345</u>	<u>\$648</u>	<u>\$25,993</u>	<u>5.00%</u>
	Total	\$506,927	\$12,995	\$519,922	100.00%
9	Civil Sidewalks	\$136,871	\$3,511	\$140,382	25.00%
	District Identity	\$191,619	\$4,912	\$196,531	35.00%
	Administration	\$191,619	\$4,912	\$196,531	35.00%
	Contingency	<u>\$27,373</u>	<u>\$700</u>	<u>\$28,073</u>	<u>5.00%</u>
	Total	\$547,482	\$14,035	\$561,517	100.00%

10	Civil Sidewalks	\$147,821	\$3,792	\$151,613	25.00%
	District Identity	\$206,949	\$5,305	\$212,254	35.00%
	Administration	\$206,949	\$5,305	\$212,254	35.00%
	Contingency	<u>\$29,563</u>	<u>\$756</u>	<u>\$30,319</u>	<u>5.00%</u>
	Total	\$591,282	\$15,158	\$606,440	100.00%

The Assessment Engineer (see attached Engineer’s Report) has found that the general benefits (i.e. general benefits to assessed parcels within the District, the general public and surrounding parcels outside the DTCBD) of the proposed programs, services and improvements (i.e. Civil Sidewalks, District Identity, Administration Services, Contingency), represent 2.5% of the total benefits generated and, in turn, 2.5% (\$7,584) of the total adjusted costs of the DTCBD funded improvements, activities and services provided.

Total Year 1 adjusted costs are estimated at \$295,786. General benefits are factored at 2.5% of the total adjusted costs (**see Finding 2 in the attached Engineer’s Report**) with special benefits set at 97.5% of the total annual budget. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.5% general benefit cost is computed to be \$7,584 with a resultant 97.5% special benefit limit computed at \$303,370. Based on current property data and land uses, this is the maximum amount of Year 1 revenue that can be derived from property assessments from the subject District.

All programs associated with general benefits will be derived from sources other than District assessments. Sample revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources - 2026

Revenue Source	Revenue	% of Total
District Assessments/Special benefit	\$ 295,786	97.5%
General Benefit	\$ 7,584	2.5%
TOTAL	\$ 303,370	100%

The renewed and expanded DTCBD assessments may increase for each individual parcel each year during the 10-year effective operating period, but not to exceed 5% per year, commensurate with special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report, and adopted by the Tracy City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners’ Association Board of the Directors, (Property Owner’s Association of the DTCBD) shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The Owners’ Association, through their Executive Director or staff shall communicate the annual increase to the City each year at a time determined in the Administration Contract held between the Owners’ Association and the City of Tracy.

Bonds:

No bonds are to be issued by the Owners Association in conjunction with the proposed renewed and expanded DTCBD District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 10th year of operation will be rolled over into the renewed and expanded budget or returned to stakeholders. District assessment funds may be used to pay for expenditures related to the renewal of the District. If the District is not established or terminated for any reason, unexpended funds will be returned to the property owners in the same proportion in which they were collected.

Manner of Collection

Assessments for the DTCBD shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of San Joaquin (Operation Years 2026 - 2035). The District assessments shall appear as a separate line item on the property tax bills issued by the San Joaquin County Assessor. The City of Tracy is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

IV. PROPOSED ASSESSMENT FORMULA

The renewed and expanded CBD programs and services described in this Management District Plan will be funded through benefit assessments against real property in the PBID and non-assessment revenues to fund the costs associated with general benefits conferred on assessed parcels within the District, the public at large and surrounding parcels outside of the renewed and expanded DTCBD boundaries. The assessment formula has been developed to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the programs, services, and improvements to be funded by the proposed benefit assessments. The assessment rates are based on the anticipated benefit to be derived by each individual parcel within the boundary of the renewed and expanded DTCBD.

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed established DTCBD (i.e., Civil Sidewalks, District Identity, Administration services, Contingency), the assessment factors on which to base assessment rates relate directly to the proportionate amount of land area and street frontage within district boundaries.

The “Basic Benefit Units” will be expressed as a combined function of land square footage (Benefit Unit “A”), street frontage (Benefit Unit “B”) and building square footage, (Benefit Unit “C”). Based on the shape of the proposed established DTCBD, as well as the nature of the District program elements, it is determined that all identified assessed properties will gain a direct and proportionate degree of special benefit based on the respective amount of land area, street frontage and building square footage.

For the array of land uses within the District, the interactive application of land area, street frontage and building square footage quantities are a proven method of fairly and equitably spreading special benefit costs to these beneficiaries of District funded services, programs, and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from District funded activities.

Land Area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on District funded activities. The targeted weight of this factor, land area, should generate approximately 39% of the total first year District revenue.

Street Frontage is a direct measure of the static utilization of each parcel and its corresponding impact or draw on District funded activities, many of which are linear in nature (i.e., sanitation and beautification). The targeted weight of this factor, street frontage, should generate approximately 20% of the total District revenue.

Building Square Footage is a direct measure of the current and future improvements to the land area of each parcel and its corresponding impact or draw on District funded activities. The targeted weight of this factor, building square footage, should generate approximately 41% of the first year’s total District revenue. Assessing for building square footage is an appropriate gauge of the impact of employees, visitors, shoppers, and clients to a specific parcel.

Considering all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor and zone are shown in the following tables:

Data generated from County records:

Land Area: 1,009,775 feet of assessable land area square footage.
 Linear Frontage: 12,949 linear feet of assessable linear frontage
 Building Square footage: 574,730 feet of assessable building square footage

Year 1 – Projected DTCBD Assessment Revenue

	Land Area Assessment Revenue	Linear Frontage Assessment Revenue	Building Square Footage Assessment Revenue	Subtotal Assessment Revenue
Revenue	\$111,075	\$58,270	\$126,441	\$295,786
Percentage of total	37%	20%	43%	100%

The number of Benefit Units for each identified benefiting parcel within the renewed and expanded DTCBD was computed from data extracted from County Assessor records and maps as well as property verification forms mailed out to each parcel owner in the proposed District. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel.

The assessment formula for the proposed established DTCBD is as follows:

Assessments = Land Area (Unit A) Sq Ft x Unit A Rate, plus
 Street Frontage (Unit B) Linear Ft x Unit B Rate, plus
 Building Square footage (Unit C) Sq ft x Unit C rate

YEAR 1 – Assessment Rates

Building Square Footage Annual Costs	Land Area Annual Costs (lot size)	Linear Frontage Annual Costs	Residential Condominiums (assessed for building square feet only)
\$0.22 per year	\$0.11 per year	\$ 4.50 per year	\$0.22 per year

Changes to Frontage, Building or Land Area

Any changes in frontage, building and land area is a result of all three land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right-of-way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

Residential Condominium Unit Parcels Defined:

Though there are currently not any residential condominium units in the renewed and expanded DTCBD, there may be some built in the next ten years. When built, the building square footage will be defined as the livable building square footage within the walls of the condominium residential unit parcel. They are included in a special category to designate their unique special benefits relative to the other commercial parcels within the renewed and expanded DTCBD. Unlike the other commercial parcels in the District, including commercially operated apartment buildings, residential condominium parcels are assessed for building square footage only, and are not assessed for linear frontage and lot square footage.

These individual residential condominium parcels will be assessed for their building square footage only at the rate of \$0.22 per square foot per year for the first year of the DTCBD, or possibly higher if assessments have been increased annually as provided in this plan and completed in future years. The rationale for assessing future residential condominiums only for the building square footage rate is provided below.

Residential condominium parcels are assessed differently than multi-unit, market rate apartment rental buildings due to special benefits required by each parcel as described below. The multi-unit apartment buildings are commercial properties in which the tenant and property owner have an economic relationship as opposed to residential condominium buildings where individual property owners own separate “air space parcels” on a single floor. Future residential apartment buildings can be bought or sold just as commercial buildings whereas residential condominium individual units are separately owned and must be individually bought and sold. Distinctions between residential apartment buildings with tenants and residential condominium building with individual parcel owners are explained as follows:

- *The Davis Sterling Act establishes rules and regulations for residential condominium owners based upon “separate interests” (i.e., ownership rights), as opposed to renters who only have a possessory interest.*
- *Generally, residential condominium unit owners demonstrate greater care for their property and concerns about quality-of-life issues due to their investment in real estate.*
- *Residential owners have the right to vote on assessments in a Proposition 218 hearing, tenants do not have that right.*
- *Residential condominium owners are required to contribute to legally established Homeowners Associations to oversee building maintenance, tenants are not.*
- *Residential tenants may have their dwelling units sold or have their rent raised.*

The assessment methodology has been written to confer special benefits to future residential condominium individually assessed parcels since residential condominium owners have expectations

about the care and maintenance of the building and its surroundings compared to the interest of residential tenants who have a possessory not an ownership interest.

Other Future Development

Other than future maximum rates with the frontage, building or land area assessment methodology delineated in this report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan would require a new Proposition 218 ballot procedure to approve any such changes.

**DTCBD – 10-year Maximum Assessment Rates
(Includes 5% per year Maximum Increase)**

Year	Building Square Footage Assessment	Land Area (Lot size) Assessment	Linear Frontage Assessment	Residential Condominium Lot Square Footage
FY1	\$ 0.220	\$ 0.110	\$ 4.500	\$ 0.220
FY2	\$ 0.231	\$ 0.116	\$ 4.725	\$ 0.231
FY3	\$ 0.243	\$ 0.121	\$ 4.961	\$ 0.243
FY4	\$ 0.255	\$ 0.127	\$ 5.209	\$ 0.255
FY5	\$ 0.267	\$ 0.134	\$ 5.470	\$ 0.267
FY6	\$ 0.281	\$ 0.140	\$ 5.743	\$ 0.281
FY7	\$ 0.295	\$ 0.147	\$ 6.030	\$ 0.295
FY8	\$ 0.310	\$ 0.155	\$ 6.332	\$ 0.310
FY9	\$ 0.325	\$ 0.163	\$ 6.649	\$ 0.325
FY10	\$ 0.341	\$ 0.171	\$ 6.981	\$ 0.341

SAMPLE DTCBD FIRST YEAR ANNUAL ASSESSMENT CALCULATION:

A 5,000 sq. ft. land area with 50 linear feet of street frontage and 2,500 square foot building

Land Area square footage:	5,000 x \$0.11 cents per square foot =	\$ 550.00 plus
Linear Frontage:	50 linear feet x \$ 4.50 per linear foot =	\$ 225.00 plus
Building Square Footage	2,500 x \$0.22 cents per square foot =	\$ 550.00

TOTAL YEAR 1 ASSESSMENT: \$ 1,325.00

Cost Per Month: \$ 110.42

Cost Per Day: \$ 3.63

A 1,000 sq. ft. residential condominium (does not assess linear frontage and lot size)

Building Square Footage 1,000 x \$.22 cents per square foot = \$ 220.00

TOTAL YEAR 1 ASSESSMENT: \$ 220.00

Cost Per Month: \$ 18.33

Cost Per Day: \$ 0.60

The complete Year 1 – assessment roll of all parcels to be assessed by this renewed and expanded Downtown Tracy CBD is included in this Plan as Appendix I.

V. PUBLICLY OWNED PARCELS

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.” There are thirteen publicly owned parcels within the District, all of which are identified as assessable and for which special benefit services will be provided. All identified assessed parcels are owned by the City of Tracy.

Each of these City owned parcels will receive directly and proportionately specially benefit from improved Civil Sidewalks, District Identity, Administration Services, and Contingency. These identified assessed publicly owned parcels/facilities will specially benefit from District funded programs and services.

In the opinion of the Assessment Engineer, there is no clear and convincing evidence that these thirteen publicly owned parcels will not proportionately benefit from District services, programs, and improvements; therefore, each publicly owned parcel will be assessed at the rates with assessments to be based on the lot square footage area and street linear frontage of each parcel.

The Table below lists all publicly owned parcels within the renewed and expanded DTCBD and their Year 1 assessment amounts:

City of Tracy Publicly owned parcels

APN	PUBLIC AGENCY	Site Address	Y1 Assessment	Percent
235-056-150-000	CITY OF TRACY	15 W NINTH ST	\$ 2,612.08	0.88%
235-056-160-000	CITY OF TRACY	31 W NINTH ST	\$ 964.84	0.33%
235-056-170-000	CITY OF TRACY	41 W NINTH ST	\$ 933.59	0.32%
235-056-190-000	CITY OF TRACY	50 W GILLETTE ALLEY	\$ 275.00	0.09%
235-056-210-000	CITY OF TRACY	71 W TENTH ST	\$ 2,964.55	1.00%
235-056-220-000	CITY OF TRACY	918 B ST	\$ 2,966.50	1.00%
235-067-010-000	CITY OF TRACY	835 N CENTRAL AVE	\$ 4,338.33	1.47%
235-067-020-00	CITY OF TRACY	885 N CENTRAL AVE	\$ 3,467.13	1.17%
235-068-060-000	CITY OF TRACY	729 N CENTRAL AVE	\$ 3,442.00	1.16%
235-068-090-000	CITY OF TRACY	25 W SEVENTH ST	\$ 502.21	0.17%
235-068-170-000	CITY OF TRACY	713 N CENTRAL AVE	\$ 8,281.17	2.80%
235-150-280-000	CITY OF TRACY	60 N CENTRAL AVE	\$ 7,177.16	2.43%
235-171-060-000	CITY OF TRACY	32 E ELEVENTH ST	\$ 1,890.44	0.64%
		TOTALS	\$ 39,815.00	13.46%

VI. DISTRICT GOVERNANCE

The governance or management of a PBID typically requires an “Owner’s Association” to carry out the PBID services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner’s Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner’s Association may also recommend to the City Council from time to time, changes to the DTCBD boundaries, benefit zones, assessment formula or CBD programs and activities, all subject to public notification and in some cases petition/balloting requirements.

Meetings of the Owner’s Association and its standing Committees shall be subject to the State of California “Brown Act” open meeting law as well as the California Public Records Act legislation.

VII. PROPOSED RULES AND REGULATION APPLIED TO THE DISTRICT

There are no specific rules or regulations applied to DTCBD or its Owners’ Association.

VIII. OTHER ITEMS

No bonds will be issued by the District.

IX. IMPLEMENTATION TIMETABLE

The renewal of the DTCBD is expected to begin operation by January 1, 2026. To meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
July - August 2024	DTCBD property owners meet to discuss the renewal process. The Board selects a Renewal Committee to meet with New City America to write a new plan for the Downtown Tracy Community Benefit District.
August:	Discussions held for possible expansion of the CBD with New City America.
October:	Key elements of the Management District Plan approved by the Renewal Committee.
November:	Renewal Management District Plan submitted to the TCCA Board for review and approval. Once approved by the TCCA Board, the plan is sent to the City Manager and City Attorney for review and approval.
December:	Final plan submitted to the City Manager and City Attorney along with the Assessment Engineer's report.
April - June:	Petitions circulated among the property owners in the renewed and expanded CBD. Once the petition drive has met the required petition threshold of 50% of weighted assessment support. The plan and petitions will be submitted to the City Manager and forwarded to the Tracy City Council to trigger the balloting process. A <i>Resolution of Intent</i> will be adopted by the City Council authorizing the City Clerk to send out ballots to property owners and announce a public hearing date for the return and counting of the ballots.
August	Public hearing held, mail ballot procedure concludes, ballots counted at the publicly noticed public hearing. If the weighted returned ballots approve the DTCBD, the City Council adopts a <i>Resolution of Formation</i> , and the DTCBD is formed.
August	The City Clerk transfers DTCBD data to County assessor to include the assessments on the FY26 property tax bills.

APPENDIX 1

YR 1
ASSESSMENT ROLL

APN	Annual Assessment		
235-051-040-000	\$793.56	235-056-110-000	\$1,663.94
235-051-080-000	\$5,171.89	235-056-120-000	\$1,107.56
235-051-090-000	\$3,116.26	235-056-130-000	\$585.00
235-051-100-000	\$1,665.80	235-056-140-000	\$983.20
235-052-040-000	\$1,241.86	235-056-150-000	\$2,612.08
235-053-010-000	\$703.43	235-056-160-000	\$964.84
235-053-020-000	\$617.45	235-056-170-000	\$933.59
235-053-030-000	\$732.84	235-056-190-000	\$275.00
235-053-040-000	\$5,445.57	235-056-200-000	\$1,196.85
235-053-050-000	\$724.10	235-056-210-000	\$2,964.55
235-053-060-000	\$1,063.75	235-056-220-000	\$2,966.50
235-053-070-000	\$5,465.55	235-067-010-000	\$4,338.33
235-053-080-000	\$6,793.19	235-067-020-000	\$3,467.13
235-053-120-000	\$6,485.80	235-067-030-000	\$3,718.52
235-053-130-000	\$2,218.75	235-067-040-000	\$2,154.00
235-054-010-000	\$2,790.88	235-067-050-000	\$944.00
235-054-020-000	\$3,018.06	235-068-020-000	\$456.25
235-054-030-000	\$1,520.84	235-068-030-000	\$475.28
235-054-040-000	\$1,750.77	235-068-060-000	\$3,442.00
235-054-050-000	\$1,677.61	235-068-090-000	\$502.21
235-054-060-000	\$5,975.57	235-068-140-000	\$2,419.70
235-055-010-000	\$3,021.99	235-068-170-000	\$8,281.17
235-055-020-000	\$1,800.09	235-069-080-000	\$1,431.44
235-055-030-000	\$1,063.75	235-069-090-000	\$385.33
235-055-040-000	\$1,315.43	235-069-100-000	\$811.00
235-055-060-000	\$1,970.09	235-069-110-000	\$407.40
235-055-090-000	\$1,875.00	235-069-120-000	\$407.40
235-055-100-000	\$1,640.26	235-069-130-000	\$1,509.60
235-055-110-000	\$2,149.78	235-069-150-000	\$790.40
235-055-120-000	\$2,218.75	235-150-280-000	\$7,177.16
235-055-130-000	\$5,985.50	235-161-010-000	\$4,260.09
235-055-140-000	\$2,378.00	235-161-020-000	\$554.03
235-055-150-000	\$4,764.10	235-161-190-000	\$1,167.60
235-055-160-000	\$11,757.29	235-161-200-000	\$858.03
235-055-170-000	\$3,869.50	235-162-010-000	\$3,893.95
235-055-180-000	\$536.34	235-162-020-000	\$2,322.23
235-056-010-000	\$5,170.78	235-162-080-000	\$1,883.12
235-056-020-000	\$3,328.18	235-162-090-000	\$3,404.20
235-056-030-000	\$1,619.84	235-163-010-000	\$2,223.44
235-056-040-000	\$2,069.15	235-163-150-000	\$2,574.25
235-056-050-000	\$2,332.83	235-163-160-000	\$1,089.18
235-056-060-000	\$1,998.75	235-163-170-000	\$812.20
235-056-070-000	\$2,853.87	235-163-180-000	\$4,110.57
235-056-080-000	\$2,375.23	235-163-190-000	\$4,699.39
235-056-090-000	\$2,144.36	235-171-060-000	\$1,890.44
235-056-100-000	\$1,294.96	235-171-070-000	\$1,554.68
		235-171-080-000	\$2,733.00

235-171-090-000	\$4,693.60
235-171-100-000	\$3,191.04
235-171-110-000	\$1,996.00
235-171-120-000	\$1,820.00
235-171-150-000	\$1,072.00
235-171-180-000	\$559.65
235-171-190-000	\$558.00
235-171-200-000	\$559.65
235-171-210-000	\$4,589.95
235-171-220-000	\$1,217.10
235-171-240-000	\$2,121.18
235-171-250-000	\$4,631.24
235-171-280-000	\$2,101.78
235-171-290-000	\$2,160.34
235-171-300-000	\$2,789.88
235-171-310-000	\$1,958.85
235-172-010-000	\$4,569.00
235-172-020-000	\$1,329.60
235-172-030-000	\$7,372.50
235-172-040-000	\$1,996.00
235-172-050-000	\$1,087.40
235-172-160-000	\$6,801.90
235-172-170-000	\$3,160.28
235-172-180-000	\$1,546.63
235-172-200-000	\$1,993.60
Total	\$295,786.35

Attachment 1

ASSESSMENT ENGINEER'S
REPORT

ATTACHMENT 1

RENEWED & EXPANDED DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT (DTCBD)

ASSESSMENT ENGINEER'S REPORT

*Being Renewed for a 10-year Term Pursuant to California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

June 6, 2025

FINAL

DOWNTOWN TRACY CBD – ASSESSMENT ENGINEER’S REPORT

ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Downtown Tracy Community Benefit District ("DTCBD") being renewed and expanded for a 10 year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



Edward V. Henning

RPE #26549 June 6, 2025

Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIID of the California Constitution to support the benefit property assessments to be levied within the proposed DTCBD in the City of Tracy, California being renewed and expanded for a 10 year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits conferred on real properties within the proposed DTCBD.

DOWNTOWN TRACY CBD – ASSESSMENT ENGINEER’S REPORT

Background

The DTCBD is a property-based benefit assessment type district being renewed and expanded for a 10 year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a community benefit district (“CBD”), district program costs are to be distributed amongst all identified benefiting properties based on the proportionate amount of special program benefit each property is projected to derive from the assessments levied. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportionate to the special benefits expected to be conferred on each assessed property.

Supplemental Article XIID Section 4(b) California Constitution

Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the DTCBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution (hereinafter Article XIID).

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the DTCBD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the DTCBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII D of the California Constitution):

DOWNTOWN TRACY CBD – ASSESSMENT ENGINEER’S REPORT

Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”

General Setting and Boundary Rationale

The renewed and expanded district is to be named the Downtown Tracy Community Benefit District (DTCBD). The Downtown Tracy CBD boundaries are comprised of the commercial core parcels where the main historic economic activity of Downtown Tracy is centered. The commercial parcels facing 11th Street, 10th Street and Central Avenue are the heart of the commercial core of Downtown Tracy. These parcels showcase an array of commercial retailers, service stores, and various other commercial enterprises within the business district. The renewed CBD will include expanded parcels beyond the current boundaries that are currently on the periphery of the current district. The DTCBD encompasses 7 full blocks and 11 partial blocks plus the western side of the “Bowtie Area” in Downtown. The DTCBD includes 118 parcels, all of which are assessed. See the DTCBD map in Appendix 2 of this Report.

The DTCBD is surrounded extensively by single family and other lower density residential uses that would not benefit from the DTCBD programs and services and thus, are not included in the DTCBD. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “*Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment pursuant to this part.*” It is noted that there are currently 2 residentially zoned parcels within the expansion area. This Assessment Engineer has determined that these parcels will not derive special benefit services from the DTCBD funded programs and activities and thus will not be assessed nor be provided with DTCBD funded services.

Benefit Zones

The District has one benefit zone.

District Boundary Description

Northern Boundary: The northern boundary of the renewed and expanded Downtown Tracy CBD is defined by the commercial parcels which are located along the south side of 11th Street from parcel 235-51-008 on the west, running eastward to parcel 235-171-009 on the east at the southwestern parcel of F Street and 11th Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided north of the northern District boundary.

Southern Boundary: The southern boundary of the renewed and expanded Downtown Tracy CBD is defined by the south side of 6th Street including the Transit Center (parcel 235-150-028) as well as the north side of Sixth Street from parcel 235-069-015 on the west and parcel 235-163-015, inclusive, on the east side.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided south of the southern District boundary.

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Eastern Boundary: The eastern boundary of the renewed and expanded Downtown Tracy CBD begins at the southwestern corner of the intersection of 11th Street and E Street (parcel 235-171-009 and runs southward to include the parcel at the corner of Tenth Street and E Street, parcel 235-171-010, continuing southward to include the parcel on the southwestern corner of the intersection of Tenth Street and E Street parcel 235-172-020, continuing southward to include all of the parcels on the east side of Central Avenue from Gillette Street (alley) running south along Central Avenue to include all of the commercial parcels on the east side of Central Avenue including Ninth Street, Eighth Street, Seventh Street, and Sixth Street, ending a parcel 235-163-015 across from the park on Sixth Street.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided east of the eastern District boundary.

Western Boundary: The western boundary of the renewed and expanded Downtown Tracy CBD begins on the north at parcel 235-051-008 at the southwestern corner of the intersection of A Street and 11th Street and continues down A Street to include all of the parcels on the west side of A street down to parcel 235-052-004, (the parcel at A and Tenth Street is not included due to its residential zoning status). The western boundary continues southward to include parcel 235-056-022, at Ninth Street and B Street and continues southward to include the east side parcel lines of parcels 235-067-001, 235-067-005, 235-068-002, 235-068,002, 235-068-017, 235-068-017, 235-069-008, 235-069-009, 235-069-015.

The District will only provide services for the individual assessed parcels within the boundaries; services will not be provided to parcels that are not assessed. No District programs and services will be provided west of the western District boundary.

All identified parcels within the above-described boundaries and shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in the Management District Plan (the “Plan”) and in this Assessment Engineer’s Report (the “Report”). All DTCBD funded services, programs and improvements provided within the above-described boundaries shall confer special benefit to identified assessed parcels inside the DTCBD boundaries and none will be provided outside of the DTCBD. Each assessed parcel within the DTCBD will proportionately specially benefit from the DTCBD funded Civil Sidewalks, District Identity, Administration Services and Contingency as described in more detail under “Work Plan”, beginning on page 10 of this Report. These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates of parcels and businesses within the DTCBD by reducing litter and debris, marketing the available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district. All DTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of assessed parcels within the boundaries of the DTCBD.

A list of all parcels included in the proposed DTCBD is shown as Appendix 1, attached to this Report with their respective Alameda County assessor parcel number. The boundary of the proposed DTCBD and parcels within it are shown on the map of the DTCBD attached as Appendix 2 to this Report.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “

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QUANTITATIVE BENEFIT ANALYSIS

As stipulated in Article XIID, assessment district programs and activities confer a combination of general and special benefits, but the only program benefits that can be funded through property assessments are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by Article XIID means a distinct benefit over and above general benefits conferred on real property located in the district.

The property uses within the boundaries of the DTCBD that will receive special benefits from DTCBD funded programs and services are currently a unique mix of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. Services, programs and improvements provided and funded by the DTCBD are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the DTCBD.

The proposed DTCBD programs, improvements and services and Year 1 budget allocation are as follows:

Year 1 - DTCBD Special Benefit Cost Allocations (Assessment Revenue Only)

Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
25.00%	35.00%	35.00%	5.00%	100.00%
\$73,947	\$103,525	\$103,525	\$14,789	\$295,786

Assessed parcels are conferred proportionate special benefits from all DTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants and investors. DTCBD programs, services and improvements are designed to increase business volumes, sales transactions, occupancies and rental income. These programs, services and improvements are designed to improve commerce and aesthetic appeal for owners, tenants, patrons, residents, visitors and employees of these parcels within the DTCBD by reducing litter and debris, marketing the available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate special benefits to each assessed parcel.

In the case of the DTCBD, the very nature of the purpose of this CBD is to fund supplemental programs, services and improvements to assessed parcels within the DTCBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the DTCBD are for services, programs and improvements directly and specially benefiting each individual assessed parcel within the DTCBD. No DTCBD funded services, activities or programs will be provided outside of the DTCBD boundaries.

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While every attempt is made to provide DTCBD services and programs to confer special benefits only to those identified assessed parcels within the DTCBD, Article XIID stipulates that general benefits exist (either by design or unintentional) in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues.

Empirical assessment engineering analyses throughout California have found that general benefits within a given assessment district tend to range from 2-6% of the total costs. A majority of assessment districts in California for which this Assessment Engineer has provided assessment engineering services in conformance with Article XIID have used the composite district overlay determinant method of computing general benefits which will be used for the DTCBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the DTCBD, general benefit to the public at large within the DTCBD and general benefit to parcels outside the DTCBD.

General Benefit – Assessed Parcels within the DTCBD

DTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed DTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the DTCBD. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on the 129 assessed parcels within the DTCBD are distinct and special. In the case of the DTCBD, it is projected that there are 0.25% general benefits conferred on these parcels. This high ratio of special benefits to general benefits is because the DTCBD funded programs and services are specially geared to the unique needs of each parcel within the DTCBD and are directed specially only to these parcels within the DTCBD. This concept is further reinforced by the proportionality of special benefits conferred on each parcel within the DTCBD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each parcel. The computed 0.25% general benefit value on the 120 assessed parcels within the DTCBD equates to \$739 or (.25% x \$295,786).

General Benefits – Outside Parcels

While DTCBD programs and services will not be provided directly to parcels outside the DTCBD boundaries, it is reasonable to conclude that DTCBD services may confer an indirect general benefit on parcels adjacent to the DTCBD boundaries. An inventory of the DTCBD boundaries finds that the DTCBD is immediately surrounded by 80 parcels. Of these, 26 are commercially zoned parcel with commercial uses and 54 are residentially zoned parcels with residential uses or are public or non-profit owned parcels with public or non-profit uses.

The 80 parcels directly outside the DTCBD boundaries can reasonably be assumed to receive some indirect general benefit as a result of DTCBD funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 118 assessed parcels within the DTCBD, a benefit factor of 0.05 be attributed to general benefits conferred on the 26 commercial parcels located adjacent to or across the street from assessed parcels within the DTCBD and a benefit factor of 0.007 be attributed to general benefits conferred on the 54 residential and non-profit parcels and uses located adjacent to or across the street from assessed parcels within the DTCBD. The cumulative dollar value of this general benefit type equates to \$4,211 (\$3,259 + \$952) as delineated in the following Table:

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Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels Inside BID	118	1.000	118.00	98.5963%	\$295,786
Commercial Perimeter Parcels Outside BID	26	0.050	1.30	1.0862%	\$3,259
Other Perimeter Parcels Outside BID	54	0.007	0.38	<u>0.3175%</u>	<u>\$952</u>
TOTAL			119.68	100.00%	\$299,997

General Benefit - Public At Large

While the DTCBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed DTCBD parcels and are only provided for the special benefit to each and every assessed parcel within the DTCBD, these programs also provide general benefits to the public at large within the DTCBD.

For the proposed DTCBD activities, assessment engineering experience in California has found that generally over 95% of people moving about within similar district boundaries are engaged in business related to assessed parcels and businesses contained located within them, while the public at large “just passing through” is typically 5% or less.

Based on experience curves and the nature of the proposed DTCBD funded programs and over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that districtwide general benefit factors for each of the DTCBD funded special benefit program element costs that provide a general benefit to the public at large are as shown in the Table below. These factors are applied to each program element cost in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to \$2,219 as delineated in the following Table:

Program Element	A Dollar Allocation	B General Benefit Percent	C General Benefit Factor	E General Benefit Value (A x C)
Sidewalk Operations	\$73,947	1.50%	0.0150	\$1,109
District Identity	\$103,525	0.50%	0.0050	\$518
Administration Services	\$103,525	0.50%	0.0050	\$518
Contingency	<u>\$14,789</u>	0.50%	0.0050	<u>\$74</u>
Total	\$295,786			\$2,219

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of districtwide general benefits conferred on assessed parcels within the DTCBD, on parcels outside the DTCBD, and on the public at large, equates to \$7,169 (\$739 + \$4,211 + \$2,219) or 2.37% of the total Year 1 program costs. The composite general benefit value of 2.37% will be conservatively rounded up to 2.5% (or \$7,584) of the total estimated program cost of \$303,370. The districtwide general benefit value of \$87,584 when subtracted from the total estimated program cost of \$303,370 produces the special benefit value of \$295,786 (Year 1 – 2026 assessment). Remaining costs that are attributed to districtwide general benefits

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will need to be derived from other non-assessment sources such as grants, underwritings, event proceeds and sponsorships.

The program special benefit related cost allocations of the DTCBD assessment revenues for Year 1 – 2026 are shown in the Table on page 13 of this Report. The projected program special benefit related cost allocations of the DTCBD assessment revenues for Years 1-10 of the DTCBD, assuming an 8% maximum annual assessment rate increase, are shown in the Table on page 14 of this Report.

A breakdown of projected special and districtwide general benefits for Years 1-10 for each program element is shown in the following Table:

Year 1-10 Special + Districtwide General Benefits

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON-ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	Civil Sidewalks	\$73,947	\$1,897	\$75,844	25.00%
	District Identity	\$103,525	\$2,654	\$106,179	35.00%
	Administration	\$103,525	\$2,654	\$106,179	35.00%
	Contingency	<u>\$14,789</u>	<u>\$379</u>	<u>\$15,168</u>	<u>5.00%</u>
	Total	\$295,786	\$7,584	\$303,370	100.00%
2	Civil Sidewalks	\$79,863	\$2,049	\$81,912	25.00%
	District Identity	\$111,807	\$2,866	\$114,673	35.00%
	Administration	\$111,807	\$2,866	\$114,673	35.00%
	Contingency	<u>\$15,972</u>	<u>\$409</u>	<u>\$16,381</u>	<u>5.00%</u>
	Total	\$319,449	\$8,190	\$327,639	100.00%
3	Civil Sidewalks	\$86,252	\$2,213	\$88,465	25.00%
	District Identity	\$120,752	\$3,095	\$123,847	35.00%
	Administration	\$120,752	\$3,095	\$123,847	35.00%
	Contingency	<u>\$17,250</u>	<u>\$442</u>	<u>\$17,692</u>	<u>5.00%</u>
	Total	\$345,006	\$8,845	\$353,851	100.00%
4	Civil Sidewalks	\$93,152	\$2,390	\$95,542	25.00%
	District Identity	\$130,412	\$3,343	\$133,755	35.00%
	Administration	\$130,412	\$3,343	\$133,755	35.00%
	Contingency	<u>\$18,630</u>	<u>\$477</u>	<u>\$19,107</u>	<u>5.00%</u>
	Total	\$372,606	\$9,553	\$382,159	100.00%
5	Civil Sidewalks	\$100,604	\$2,581	\$103,185	25.00%
	District Identity	\$140,845	\$3,610	\$144,455	35.00%

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	Administration	\$140,845	\$3,610	\$144,455	35.00%
	Contingency	\$20,120	\$515	\$20,635	5.00%
	Total	\$402,414	\$10,316	\$412,730	100.00%
6	Civil Sidewalks	\$108,652	\$2,787	\$111,439	25.00%
	District Identity	\$152,113	\$3,899	\$156,012	35.00%
	Administration	\$152,113	\$3,899	\$156,012	35.00%
	Contingency	\$21,730	\$556	\$22,286	5.00%
	Total	\$434,608	\$11,141	\$445,749	100.00%
7	Civil Sidewalks	\$117,344	\$3,010	\$120,354	25.00%
	District Identity	\$164,282	\$4,211	\$168,493	35.00%
	Administration	\$164,282	\$4,211	\$168,493	35.00%
	Contingency	\$23,468	\$600	\$24,068	5.00%
	Total	\$469,376	\$12,032	\$481,408	100.00%
8	Civil Sidewalks	\$126,732	\$3,251	\$129,983	25.00%
	District Identity	\$177,425	\$4,548	\$181,973	35.00%
	Administration	\$177,425	\$4,548	\$181,973	35.00%
	Contingency	\$25,345	\$648	\$25,993	5.00%
	Total	\$506,927	\$12,995	\$519,922	100.00%
9	Civil Sidewalks	\$136,871	\$3,511	\$140,382	25.00%
	District Identity	\$191,619	\$4,912	\$196,531	35.00%
	Administration	\$191,619	\$4,912	\$196,531	35.00%
	Contingency	\$27,373	\$700	\$28,073	5.00%
	Total	\$547,482	\$14,035	\$561,517	100.00%
10	Civil Sidewalks	\$147,821	\$3,792	\$151,613	25.00%
	District Identity	\$206,949	\$5,305	\$212,254	35.00%
	Administration	\$206,949	\$5,305	\$212,254	35.00%
	Contingency	\$29,563	\$756	\$30,319	5.00%
	Total	\$591,282	\$15,158	\$606,440	100.00%

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DTCBD WORK PLAN

Overview

The services, programs and improvements to be funded by the DTCBD include Civil Sidewalks, District Identity, Administration Services and Contingency. The property uses within the boundaries of the DTCBD that will receive special benefits from DTCBD funded programs, services and improvements are currently an array of retail, office, grocery, restaurant, mixed use housing developments, auto service and other neighborhood serving retail uses. Services, programs and improvements provided and funded by the DTCBD are primarily designed to provide special benefits as described below to identified assessed parcels within the boundaries of the DTCBD.

These special benefits are particular and distinct to each and every identified assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The very nature of the purpose of the DTCBD is to fund supplemental programs, services and improvements to assessed parcels within the DTCBD boundaries above and beyond the base line services provided by the City of Tracy. The City of Tracy does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the DTCBD are for services, programs and improvements directly benefiting each individual assessed parcel within the DTCBD. No DTCBD funded services, activities or programs will be provided outside of the DTCBD boundaries.

The program special benefit cost allocations of the DTCBD assessment revenues for Year 1-2026 are shown in the Table on page 13 of this Report. The projected program special benefit cost allocations of the DTCBD assessment revenues for the 10-year term of the DTCBD, assuming an 8% maximum annual assessment rate increase, are shown in the Table on page 14 of this Report.

WORK PLAN DETAILS

The services to be provided by the DTCBD (i.e. Civil Sidewalks, District Identity, Administration Services and Contingency) are all designed to contribute to the cohesive urban fabric to ensure economic success and vitality of each assessed parcel within the proposed DTCBD. The assessed parcels in the DTCBD will specially benefit from the DTCBD programs in the form of increasing commerce and improving economic success, livability and vitality through meeting the DTCBD Goals: to improve cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each individual assessed parcel.

Assessed parcels are conferred proportionate special benefits from all DTCBD funded programs, services and improvements which are intended to attract more customers, users, visitors, employees, tenants, residents and investors. DTCBD programs, services and improvements are designed to increase business volumes, sales transactions, occupancies and rental income. These programs, services and improvements are designed to improve commerce, livability and aesthetic appeal for owners, tenants, patrons, residents, visitors and employees of these parcels within the DTCBD by reducing litter and debris, marketing the

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available goods and services and installing beautification elements, each considered necessary in a competitive properly managed business district.

These benefits are particular and distinct to each and every identified and assessed parcel within the DTCBD and are not provided to non-assessed parcels outside of the DTCBD. These programs, services and improvements will only be provided to each individual assessed parcel within the DTCBD boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

The following programs, services and improvements are proposed by the DTCBD to specially benefit each and every individually assessed parcel within the DTCBD boundaries. DTCBD services, programs and improvements will not be provided to parcels outside the DTCBD boundary.

1. CIVIL SIDEWALKS

\$ 73,947 (Special Benefit) +\$1,897 (General Benefit) = \$ 75,844 25%

This category of special benefit services provides special benefits to assessed properties with services predominantly from curb to property line. The function of these services is to provide a cleaner, more orderly, more attractive and dynamic Downtown and reduce problems within the public rights of way of the CBD area. These services are above current City base level services, and one set of services listed below may be prioritized for one year and another set of services may be prioritized the following year. The determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Civil Sidewalk special benefit services include, but are not limited to:

- Regular sidewalk and gutter sweeping, based upon the budget
- Regular sidewalk steam cleaning (over and above City base line services)
- Enhanced trash emptying (over and above City base line services)
- Flower and vegetation maintenance (over and above City base line services)
- Maintenance and planning of new and expanded outdoor public spaces
- Other programs that provide special benefits in the sidewalks of the DTCBD

It is expected that the frequency of pressure washing, and sidewalk/gutter sweeping will increase under this plan due to the increase in revenues and expansion of the district, resulting in more services to the renewed and expanded DTCBD.

The goal of the Civil Sidewalks work plan component is to ensure that the frontage for all identified assessed parcels are clean and well maintained, thereby creating an attractive District for the special benefit of each and every assessed District parcel. These supplemental services will assist in creating a clean and orderly environment for the special benefit of each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons and visitors, and reduce commercial rents and commercial occupancies. For the array of land uses within the District (i.e. retail, office, grocery, restaurants, offices, parking, mixed-use residential), this work plan component is designed to increase pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the DTCBD boundaries. Each assessed parcel will specially benefit from the Civil Sidewalks programs which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries.

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2. DISTRICT IDENTITY/PLACEMAKING

\$103,525 (Special Benefit + \$2,654 (General Benefit) = \$ 116,179 35%

This category of special benefit services provides property owners with the following services that enhance the positive identity and brand of Downtown Tracy. The function of these services is to create greater demand for property, office space, business and eventually residential tenancies throughout the DTCBD. These services are above the current City base level services, and one set of services listed below may be prioritized one year and another set of services may be prioritized the following year. That determination of prioritization of special benefit services will be determined by the CBD management corporation Board of Directors. Such District Identity special benefit services include but are not limited to:

- Web site maintenance
- App development
- Management and coordination of special Events at Central Park and 10th Avenue
- Social media programs
- Holiday decorations installation and maintenance
- Branding Downtown Tracy through a PR firm so a positive image is supported
- Banner programs
- Public art displays
- Public space design and management
- Other marketing and promotion strategies and programs
- Management of district identity related services
- Events, including, but not limited to: A Saturday Downtown Tracy Farmers Market, Hop & Shop, Taps on Tenth, Tee It Up With TCCA, 4th of July Parade, State of the District, Wine Stroll, TCCA Car Show, Candy Crawl, Ornament Stroll, Holiday Parade of Lights and Tree Lighting.

3. ADMINISTRATION SERVICES

\$103,525 (Special Benefit + \$2,654 (General Benefit) = \$ 116,179 35%

These are overhead expenses to oversee the implementation of programs and activities in the CBD.

- Staff and administrative costs
- Directors’ and Officers’ insurance, general liability insurance
- Office related expenses, equipment, rent
- Financial reporting, accounting
- Legal work

The Administration Services component includes activities such as: personnel, operations, professional services (e.g. legal, accounting, insurance), production of the Annual Planning Report and Budget, preparation for the regular and Annual Board meetings, preparation of taxes, City required quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the the California Downtown Association or the International Downtown Association.

The Administration Services component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land

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uses within the DTCBD. The Administration work plan component exists only for the purposes of the District and directly relates to the implementation of cleaning and beautification, district identity and improvement programs and services, which specially benefit each identified assessed parcel within the District boundaries.

4. Contingency/Parking Maintenance/Capital Improvements:

\$ 14,789 (Special Benefit) + \$ 379 (General Benefit) = \$ 15,168 5%

Since the City advances 100% of the anticipated property assessments at the beginning of each fiscal year, there has been 100% compliance for the first four years of the DTCBD. The budget includes a contingency/parking maintenance/capital improvements item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs in accordance with this Report at the discretion of the District. Policies relating to contributions to the expenditure of contingency monies shall be set by the District. Contingency funds may be spent on District programs, including parking maintenance and capital improvements, or administrative and renewal costs in such proportions as determined by the District. The contingency fund may also be used for the costs of renewing the District.

In summary, all DTCBD funded services, programs and improvements described above confer special benefits to identified assessed parcels inside the DTCBD boundaries and none will be provided outside of the DTCBD. Each assessed parcel within the DTCBD will proportionately specially benefit from Civil Sidewalks, District Identity, Administration Services and Contingency. These services, programs and improvements are intended to improve commerce, employment, rents, livability and occupancy rates of assessed parcels within the DTCBD by reducing litter, marketing the available goods and services and installing physical improvements, each considered necessary in a competitive properly managed business district. All DTCBD funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Tracy and are only provided for the special benefit of each and every assessed parcel within the boundaries of the DTCBD.

WORK PLAN BUDGET

Each identified assessed parcel within the DTCBD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of DTCBD funded services provided. The projected DTCBD program special benefit (assessments) allocation budget for Year 1-2026 is shown in the following Table:

DTCBD Year 1-2026 Special Benefit Assessment Budget

Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
25.00%	35.00%	35.00%	5.00%	100.00%
\$73,947	\$103,525	\$103,525	\$14,789	\$295,786

In order to carry out the DTCBD programs outlined in the previous section, a Year 1-2026 assessment budget of \$295,786 is projected. Since the DTCBD is being proposed for a 10-year term, projected

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program costs for future years (Years 2-10) are set at the inception of the DTCBD. While future inflationary and other program cost increases are unknown at this point, a maximum annual increase of 8% per year, commensurate to special benefits conferred on each assessed parcel, is incorporated into the projected program costs and assessment rates for the DTCBD.

Funding carryovers, if any, may be reapportioned the following year for related programs, services and improvements in accordance with the Plan. Detailed annual budgets will be prepared by the Property Owners’ Association Board and included in the Annual Report for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year for the proposed DTCBD. Accordingly, the Owners’ Association shall have the ability to reallocate any budget line item within the budget categories in the Management District Plan subject to the review and approval by the Owners’ Association Board. Any proposed variation that exceeds 10% of the total budget shall be subject to review and approval from the City Manager’s Office. Any surplus or unspent funds, per category, shall be accumulated year to year over the life of the DTCBD. Such reallocation will be included in the Annual Report for approval by the City of Tracy City Council pursuant to related City policies. Any accrued interest or delinquent payments may be expended in any budget category in accordance with the Management District Plan.

A 10-year projected DTCBD special benefit budget is shown in the following Table:

YEAR 1-10 PROJECTED DTCBD ASSESSMENT BUDGET SUMMARY (Special Benefits)
 (Assumes 8% max rate increase per year)

YR	Civil Sidewalks	District Identity	Administration Services	Contingency	TOTAL
	25.00%	35.00%	35.00%	5.00%	100.00%
1	\$73,947	\$103,525	\$103,525	\$14,789	\$295,786
2	\$79,863	\$111,807	\$111,807	\$15,972	\$319,449
3	\$86,252	\$120,752	\$120,752	\$17,250	\$345,006
4	\$93,152	\$130,412	\$130,412	\$18,630	\$372,606
5	\$100,604	\$140,845	\$140,845	\$20,120	\$402,414
6	\$108,652	\$152,113	\$152,113	\$21,730	\$434,608
7	\$117,344	\$164,282	\$164,282	\$23,468	\$469,376
8	\$126,732	\$177,425	\$177,425	\$25,345	\$506,927
9	\$136,871	\$191,619	\$191,619	\$27,373	\$547,482
10	\$147,821	\$206,949	\$206,949	\$29,563	\$591,282

The DTCBD assessments may increase for each individual parcel each year during the life of the DTCBD, but not to exceed 8% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Report and adopted by the City of Tracy City Council. Any accrued interest and delinquent payments will be expended within the budgeted categories. The Owners’ Association Board of the Directors (“Property Owners’ Association of the DTCBD) shall determine the percentage increase, if any, to the annual

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assessment, not to exceed 8% per year. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the DTCBD operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Tracy. No bonds are to be issued in conjunction with the proposed DTCBD.

Pursuant to State Law, any funds remaining after the 10-Year term will be rolled over into the renewal budget or returned to stakeholders in accordance with the Law. If the DTCBD is terminated for any reason or disestablished, unencumbered/unexpended funds will be returned to the property owners in accordance with the Law.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified assessed parcel within the DTCBD will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed DTCBD (i.e. Civil Sidewalks, District Identity, Administration Services and Contingency), it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

The calculated assessment rates are applied to the actual assessed factor quantities of each parcel and thereby are proportional to each and every other identified assessed parcel within the DTCBD as a whole. Larger parcels and those with larger buildings and/or street frontage are projected to impact the demand for services and programs to a greater extent than smaller parcels or smaller buildings or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed in the Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) are computed by dividing the individual parcel assessment by the total special benefit program related costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed DTCBD, they are also considerably less than other options considered by the DTCBD Renewal Advisory Committee. The actual assessment rates for each parcel within the DTCBD directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

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Article XIID states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

There are 13 publicly owned parcels within the boundaries of the proposed DTCBD, all owned by the City of Tracy. These publicly owned parcels and facilities within the DTCBD will proportionately specially benefit from DTCBD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that these 13 publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from DTCBD funded services, programs and improvements such as aspects of District Identity and Administration that specially benefit business, commerce, occupancies and rents. To offset this special benefit differential, these publicly owned parcels with public facilities on them will be assessed for parcel land area and street frontage but not for public building areas located on them. Publicly owned parcels with non-government facilities/uses on them, if any, would be assessed for building areas not occupied by government uses and facilities.

DTCBD services are designed to improve the cleanliness and image of assessed publicly owned parcels and facilities for visitors, their employees and users of public facilities on publicly owned parcels within the DTCBD by reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public purpose provided by public facilities and parcels within DTCBD.

The Table below lists all publicly owned parcels within the renewed and expanded DTCBD and their Year 1 assessment amounts:

Publicly Owned Parcels

APN	PUBLIC AGENCY	Site Address	YR 1 Assessment	% of Total
235-056-150-000	CITY OF TRACY	15 W NINTH ST	\$ 2,612.08	0.81%
235-056-160-000	CITY OF TRACY	31 W NINTH ST	\$ 964.84	0.30%
235-056-170-000	CITY OF TRACY	41 W NINTH ST	\$ 933.59	0.29%
235-056-190-000	CITY OF TRACY	50 W GILLETTE ALLEY	\$ 275.00	0.09%
235-056-210-000	CITY OF TRACY	71 W TENTH ST	\$ 2,964.55	0.92%
235-056-220-000	CITY OF TRACY	918 B ST	\$ 2,966.50	0.92%
235-067-010-000	CITY OF TRACY	835 N CENTRAL AVE	\$ 4,338.33	1.35%
235-067-020-00	CITY OF TRACY	885 N CENTRAL AVE	\$ 3,467.13	1.08%
235-068-060-000	CITY OF TRACY	729 N CENTRAL AVE	\$ 3,442.00	1.07%
235-068-090-000	CITY OF TRACY	25 W SEVENTH ST	\$ 502.21	0.16%
235-068-170-000	CITY OF TRACY	713 N CENTRAL AVE	\$ 8,281.17	2.58%
235-150-280-000	CITY OF TRACY	60 N CENTRAL AVE	\$ 7,177.16	2.23%
235-171-060-000	CITY OF TRACY	32 E ELEVENTH ST	\$ 1,890.44	0.59%
		TOTALS	\$ 39,815.00	12.39%

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed

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to be levied within the proposed DTCBD.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Plan and this Report. The proposed DTCBD and resultant assessment levies will continue for 10 years unless disestablished. The reasons for the proposed assessments are outlined in Finding 2 above as well as in the Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

Assessment Formula Methodology

Step 1. Select “Benefit Unit(s)”

Background – Generic Assessment Formula Development

The method used to determine special benefits derived by each identified assessed property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the DTCBD, the benefit unit may be measured in building size in square feet, parcel land area in square feet or parcel street frontage in linear feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise obtained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by a CBD in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment districts, indirect or general benefit related costs may not be incorporated into the assessment formula and levied on the district properties; only direct or “special” benefits related costs may be used. Indirect or general benefits, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See pages 15-16 of this Report for discussion regarding publicly owned parcels within the DTCBD).

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From the estimated program costs, the value of a benefit unit or “unit cost” can be computed by dividing the total amount of estimated program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Unit Cost times the number of Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionately or “spread” amongst all benefitting properties within the CBD.

The method and basis of spreading program costs varies from one CBD to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district. CBIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or stepped-down benefits derived based on general land use differentials or levels of services required or programmed to be provided.

DTCBD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed DTCBD (i.e. Civil Sidewalks, District Identity–Placemaking, Administration and Contingency) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone.

The “Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), parcel land square footage (Benefit Unit “B”), street frontage (Benefit Unit “C”) and residential condominium interior building square footage (Benefit Unit “D”). Based on the shape of the proposed DTCBD, as well as the nature of the work program, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage of each parcel except as noted herein within one benefit zone. It is noted and explained in more detail on page 19 under “Special Assessment Circumstances” that residential condominiums will be assessed based only on interior building pad square footage of each unit.

The interaction of building area, land area and street frontage quantities is a common method of fairly and equitably spreading special benefit costs to the beneficiaries of CBD funded services, programs and improvements. These factors directly relate to the proportion of special benefit each assessed parcel will receive from DTCBD funded activities, programs and improvements.

Building Area (Benefit Units A & D) is a direct measure of the static utilization of each parcel and its corresponding impact or draw on DTCBD funded activities. The combined targeted revenue weight of Building Area (Units A & D) is about 40% and will actually generate 42.7473% of the overall assessment revenue

Land Area (Benefit Unit B) is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on DTCBD funded activities. The targeted revenue weight of Land Area (Unit B) is about 40%. Unit B will actually generate 37.5525% of the overall assessment revenue.

Street Frontage (Benefit Unit C) is a direct measure of each parcel’s corresponding impact or draw on DTCBD funded activities. The targeted revenue weight of Street Frontage (Unit C) is about 20%. Unit C will actually generate 19.7002% of the overall assessment revenue.

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Special Assessment Circumstances

1. Residential Condominiums

Residential condominium parcels will be assessed as a separate category. It is the opinion of this Assessment Engineer that residential condominium parcels will proportionately specially benefit from DTCBD funded programs and activities, but differently than commercial parcels and other residential parcels with multiple units on them. As such, based on the development configuration of such units which are generally multi floor buildings with no direct land or street frontage, the assessments for residential condominiums shall be assessed based solely on the internal building area of each residential condominium unit at the rate of \$0.22 per square foot of internal building pad area, subject to any approved annual rate increases.

2. Commercial and Mixed-Use Condominiums

While no mixed-use condominiums currently exist within the DTCBD, ground floor commercial condominiums within the DTCBD shall be assessed based on actual land area covered, condominium building area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums (Upper Floors)

- Building area assessed at respective building area rate and pro-rated for land area and street frontage based on quantities of the whole complex

Multi-Floor Mixed-Use Condominiums

- Commercial condo (See above for ground floor and upper floor locations)
- Residential condo (See # 1 above)

Changes to Building and/or Parcel Size

Any changes in building or parcel size as a result of new construction, demolitions, land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such building and/or parcel adjustments.

Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Article XIID ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Considering all identified specially benefiting parcels within the DTCBD and their respective assessable benefit units, the cumulative quantities by factor and zone are shown in the following Table:

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Year 1 – 2026 - Assessable Benefit Units

BLDG AREA (SF)	LAND AREA (SF)	STREET FRONTAGE (LF)	R-CONDO BLDG AREA (SF)	# OF ASSESSABLE PARCELS
574,730	1,009,775	12,949	0	118

Considering all identified specially benefiting parcels within the DTCBD and their respective assessable benefit units, the cumulative assessment revenue by factor are shown in the following Table:

Year 1 – 2026 - Assessment Revenue

BLDG ASSMT \$	LAND ASSMT \$	STREET FRONTAGE ASSMT REVENUE	R-CONDO BLDG ASSMT REVENUE	TOTAL ASSMT REVENUE
\$126,440.60	\$111,075.25	\$58,270.50	\$0.00	\$295,786.35
42.7473%	37.5525%	19.7002%	0.0000%	100.00%

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the proposed DTCBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the DTCBD for their review. If a property owner believes there is an error on a parcel’s assessed quantities, the DTCBD may confirm the data with the San Joaquin County Assessor’s office. If DTCBD data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the DTCBD assessment may be corrected.

Step 4. Determine Assessment Formula

In the opinion of this Assessment Engineer, the general assessment formula for the proposed DTCBD as shown in the Year 1 Assessment Rate Table above is as follows:

$$\begin{aligned}
 \text{Assessment} &= \text{Building Area (Unit A) Sq Ft x Unit A Rate} \\
 &\quad \text{Land Area (Unit B) Sq Ft x Unit B Rate, plus} \\
 &\quad \text{Street Frontage (Unit C) Lin Ft x Unit C Rate} \\
 &\quad \text{OR} \\
 &\quad \text{Residential Condominium Building Area (Unit D) Sq Ft x Unit D Rate}
 \end{aligned}$$

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Assessment Formula Unit Rates

Based on figures from the Assessable Benefit Units Table above, the assessment rates for each factor and zone are shown as calculated below:

Building Area Rate (Unit A)

$(\$295,786.35 \times 42.7473\%) / 574,730$ gross building area units = \$0.22/sq ft building area

Land Area Rate Rate B (Unit B)

$(\$295,786.35 \times 37.5525\%) / 1,009,775$ land area units = \$0.11/sq ft land area

Street Frontage Rate (Unit C)

$(\$295,786.35 \times 19.7002\%) / 12,949$ street frontage units = \$4.50/ LF street frontage

Condo Building Area Rate (Unit D) interior building pad area = \$0.22/sq ft building area

YEAR 1 –2026 Assessment Rates

BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE (\$/SF)	STREET FRONTAGE ASSMT RATE (\$/LF)	R-CONDO BLDG ASSMT RATE
\$0.22	\$0.11	\$4.50	\$0.22

The complete Year 1 – 2026 assessment roll of all parcels to be assessed by the DTCBD is included in this Report as Appendix I.

Step 5. Estimate Total DTCBD Costs

The total projected 10-year DTCBD special benefit costs for 2026 – 2035 are shown in the Table on page 14 of this Report assuming a maximum 8% increase per year.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIID)

Total Year 1 special and districtwide general benefit related costs are estimated at \$303,370. Districtwide general benefits are factored at 2.5% of the total benefit value (see Finding 2 of this Report) with special benefits set at 97.5%. Article XIID limits the levy of property assessments to costs attributed to special benefits only. The 2.5% general benefit value is computed to be \$7,584 with a resultant 97.5% special benefit limit computed at \$295,786. All program costs associated with general benefits will be derived from sources other than DTCBD assessments.

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Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2026 assessment revenue portion of the budget set at \$295,786 (special benefit only), the Unit Costs (rates) are shown earlier in Step 4. The DTCBD is proposed for a 10-year term. An annual inflationary assessment rate increase of up to 8%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the DTCBD Property Owner’s Association. The maximum assessment rates for years 1-10 (2026-2035) are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the 10-year DTCBD term.

**DTCBD – Maximum Assessment Rates - Years 1-10
(Includes an 8%/Yr. Max Increase)**

YEAR	BLDG ASSMT RATE (\$/SF)	LAND ASSMT RATE (\$/SF)	FRONTAGE ASSMT RATE (\$/LF)	R-CONDO BLDG ASSMT RATE (\$/SF)
1	\$0.2200	\$0.1100	\$4.5000	\$0.2200
2	\$0.2376	\$0.1188	\$4.8600	\$0.2376
3	\$0.2566	\$0.1283	\$5.2488	\$0.2566
4	\$0.2771	\$0.1386	\$5.6687	\$0.2771
5	\$0.2993	\$0.1497	\$6.1222	\$0.2993
6	\$0.3232	\$0.1617	\$6.6120	\$0.3232
7	\$0.3491	\$0.1746	\$7.1410	\$0.3491
8	\$0.3770	\$0.1886	\$7.7123	\$0.3770
9	\$0.4072	\$0.2037	\$8.3293	\$0.4072
10	\$0.4398	\$0.2200	\$8.9956	\$0.4398

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the DTCBD are shown in the Plan and this Report and were determined by applying the DTCBD assessment formula to each identified benefiting property.

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Miscellaneous DTCBD Provisions

Time and Manner of Collecting Assessments:

Assessments shall be collected at the same time and in the same manner as ad valorem taxes paid to San Joaquin County. The DTCBD assessments shall appear as a separate line item on the property tax bills issued by San Joaquin County. The City of Tracy is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Plan.

Bonds:

No bonds are to be issued in conjunction with the proposed DTCBD.

Duration:

As allowed by State Law, the renewed and expanded DTCBD will have a 10-year operation term, beginning January 1, 2026 and ending December 31, 2035. At that time, the DTCBD may be renewed again for up to 10 years at a time.

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APPENDIX 1

DTCBD YR 1 – 2026 ASSESSMENT ROLL

APN	Annual Assessment
235-051-040-000	\$793.56
235-051-080-000	\$5,171.89
235-051-090-000	\$3,116.26
235-051-100-000	\$1,665.80
235-052-040-000	\$1,241.86
235-053-010-000	\$703.43
235-053-020-000	\$617.45
235-053-030-000	\$732.84
235-053-040-000	\$5,445.57
235-053-050-000	\$724.10
235-053-060-000	\$1,063.75
235-053-070-000	\$5,465.55
235-053-080-000	\$6,793.19
235-053-120-000	\$6,485.80
235-053-130-000	\$2,218.75
235-054-010-000	\$2,790.88
235-054-020-000	\$3,018.06
235-054-030-000	\$1,520.84
235-054-040-000	\$1,750.77
235-054-050-000	\$1,677.61
235-054-060-000	\$5,975.57
235-055-010-000	\$3,021.99
235-055-020-000	\$1,800.09
235-055-030-000	\$1,063.75
235-055-040-000	\$1,315.43
235-055-060-000	\$1,970.09
235-055-090-000	\$1,875.00
235-055-100-000	\$1,640.26
235-055-110-000	\$2,149.78
235-055-120-000	\$2,218.75
235-055-130-000	\$5,985.50
235-055-140-000	\$2,378.00
235-055-150-000	\$4,764.10
235-055-160-000	\$11,757.29
235-055-170-000	\$3,869.50
235-055-180-000	\$536.34
235-056-010-000	\$5,170.78
235-056-020-000	\$3,328.18
235-056-030-000	\$1,619.84
235-056-040-000	\$2,069.15
235-056-050-000	\$2,332.83
235-056-060-000	\$1,998.75
235-056-070-000	\$2,853.87
235-056-080-000	\$2,375.23
235-056-090-000	\$2,144.36
235-056-100-000	\$1,294.96
235-056-110-000	\$1,663.94
235-056-120-000	\$1,107.56
235-056-130-000	\$585.00
235-056-140-000	\$983.20
235-056-150-000	\$2,612.08
235-056-160-000	\$964.84
235-056-170-000	\$933.59
235-056-190-000	\$275.00
235-056-200-000	\$1,196.85
235-056-210-000	\$2,964.55

235-056-220-000	\$2,966.50
235-067-010-000	\$4,338.33
235-067-020-000	\$3,467.13
235-067-030-000	\$3,718.52
235-067-040-000	\$2,154.00
235-067-050-000	\$944.00
235-068-020-000	\$456.25
235-068-030-000	\$475.28
235-068-060-000	\$3,442.00
235-068-090-000	\$502.21
235-068-140-000	\$2,419.70
235-068-170-000	\$8,281.17
235-069-080-000	\$1,431.44
235-069-090-000	\$385.33
235-069-100-000	\$811.00
235-069-110-000	\$407.40
235-069-120-000	\$407.40
235-069-130-000	\$1,509.60
235-069-150-000	\$790.40
235-150-280-000	\$7,177.16
235-161-010-000	\$4,260.09
235-161-020-000	\$554.03
235-161-190-000	\$1,167.60
235-161-200-000	\$858.03
235-162-010-000	\$3,893.95
235-162-020-000	\$2,322.23
235-162-080-000	\$1,883.12
235-162-090-000	\$3,404.20
235-163-010-000	\$2,223.44
235-163-150-000	\$2,574.25
235-163-160-000	\$1,089.18
235-163-170-000	\$812.20
235-163-180-000	\$4,110.57
235-163-190-000	\$4,699.39
235-171-060-000	\$1,890.44
235-171-070-000	\$1,554.68
235-171-080-000	\$2,733.00
235-171-090-000	\$4,693.60
235-171-100-000	\$3,191.04
235-171-110-000	\$1,996.00
235-171-120-000	\$1,820.00
235-171-150-000	\$1,072.00
235-171-180-000	\$559.65
235-171-190-000	\$558.00
235-171-200-000	\$559.65
235-171-210-000	\$4,589.95
235-171-220-000	\$1,217.10
235-171-240-000	\$2,121.18
235-171-250-000	\$4,631.24
235-171-280-000	\$2,101.78
235-171-290-000	\$2,160.34
235-171-300-000	\$2,789.88
235-171-310-000	\$1,958.85
235-172-010-000	\$4,569.00
235-172-020-000	\$1,329.60
235-172-030-000	\$7,372.50
235-172-040-000	\$1,996.00

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235-172-050-000	\$1,087.40
235-172-160-000	\$6,801.90
235-172-170-000	\$3,160.28
235-172-180-000	\$1,546.63
235-172-200-000	\$1,993.60
Total	\$295,786.35

APPENDIX 2

DTCBD BOUNDARY MAP

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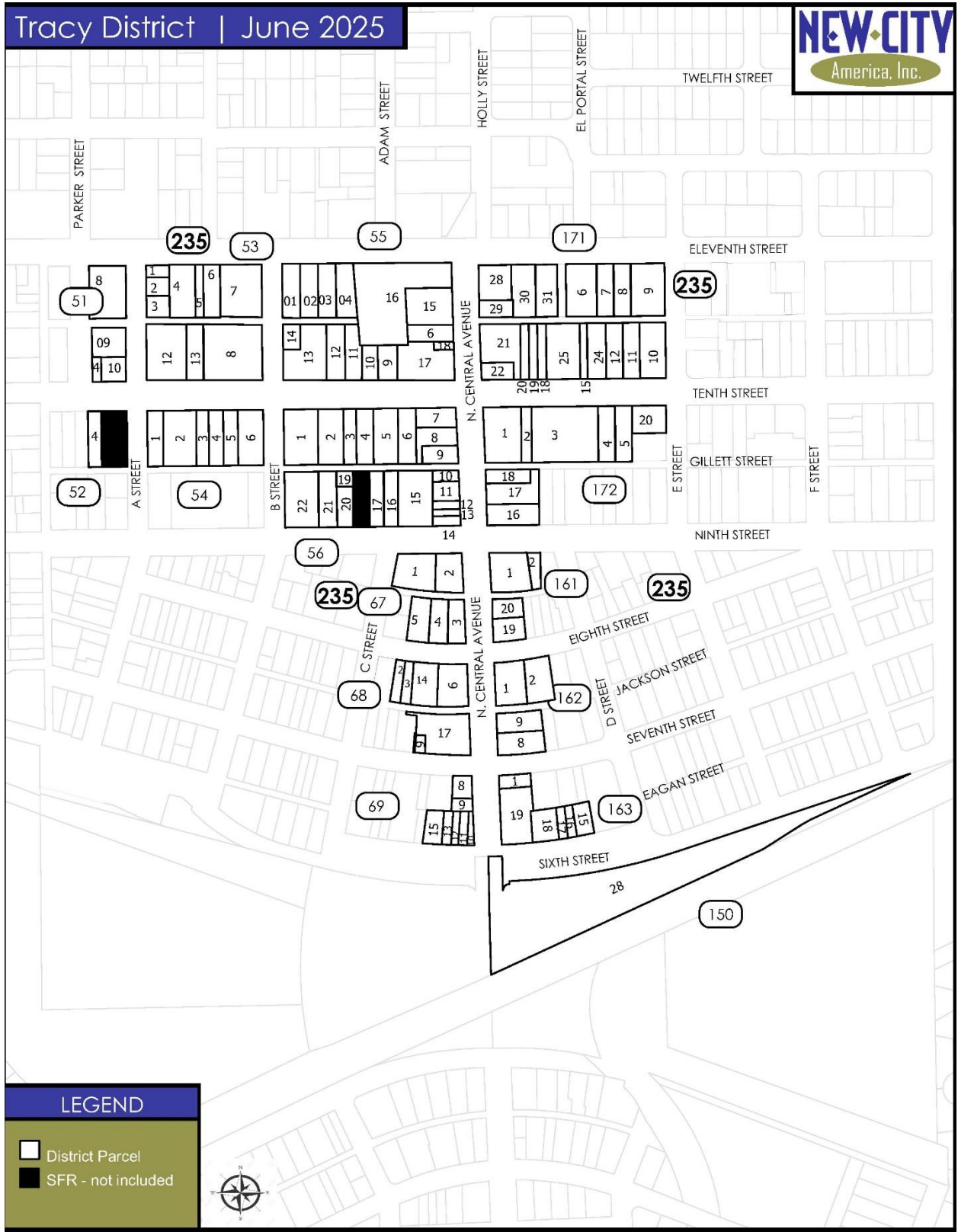


Exhibit B

Certificate of Liability Insurance

Insurance

Recipient shall, throughout the duration of this Agreement, maintain insurance to cover Recipient, 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 Recipient in an amount not less than \$1,000,000 per claim.

5. Endorsements. Recipient 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, Recipient's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Recipient's insurance and shall not contribute with it.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2026

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

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PRODUCER Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com														
INSURED Tracy City Center Association 20 West 11th Street Tracy CA 95376	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty & Surety Co. of America</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty & Surety Co. of America		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Travelers Casualty & Surety Co. of America															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2611345855 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			108180247	12/14/2025	12/14/2026	Each claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder are included as additional insured subject to the policy terms, conditions, and exclusions per the attached endorsement.

CERTIFICATE HOLDER City of Tracy 333 Civic Center Plaza Tracy CA 95376	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: PAC 1437926 16 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All entities named on the attached certificate of insurance

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THE INSURANCE provided under this endorsement is primary and non-contributory to any other valid & collectible insurance carried by the additional insured entity.

THE INSURANCE company will provide a 30 day notice of cancellation in the event of non-renewal or a material change in coverage.

THE INSURANCE company includes a waiver of subrogation in favor of the certificate holder as required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2025

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PRODUCER Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C, No, Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com FAX (A/C, No): (415) 978-3825														
INSURED Tracy City Center Association 17 East 6th Street #225 Tracy CA 95376	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Group		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Insurance Group															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL25101444770 **REVISION NUMBER:**

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INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC 1437926 16	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PAC 1437926 16	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 3929379 05	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			PAC 1437926 16	10/15/2025	10/15/2026	Each claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Tracy, Parks & Recreation Department and all respective officers, agents, officials, agents, volunteers & employees are included as additional insured subject to the policy terms, conditions, and exclusions per the attached endorsement for all special events, facility rentals and responsibilities outlined in the MOU with the exception of the Holiday Parade and the 4th of July Parade

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

DATE (MM/DD/YYYY)
07/01/2025

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PRODUCER PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency, Inc. PHONE (A/C No. Ext): 877-266-6850 FAX (A/C, No): E-MAIL ADDRESS: FlexCerts@paychex.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: Technology Insurance Company 42376
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
 Tracy City Center Association (A Corp)
 17 E 6th St STE 225
 Tracy, CA 95376

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	NA	N	TWP4631384	07/15/2025	07/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Tracy City Center Association 17 E 6th St STE 225 Tracy, CA 95376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

(1) APPROVING A DISBURSEMENT AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY CITY CENTER ASSOCIATION FOR THE DOWNTOWN TRACY COMMUNITY BENEFIT DISTRICT.

(2) AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Property and Business Improvement District Law of 1994 (California Streets and Highways Code Sections 36600, et seq.) authorizes cities to establish property and business improvement districts for the purpose of levying assessments on real property for certain purposes; and

WHEREAS, in December 2009, property owners in Downtown Tracy voted overwhelmingly to fund special benefit services pursuant to this State law through a self-assessment known as the Downtown Tracy Community Benefit District ("District"); and

WHEREAS, in November 2014 property owners in Downtown Tracy voted to renew the special benefit district through a self-assessment District that expired at the end of 2025; and

WHEREAS, New City America, Inc. ("Consultant") was retained by the Tracy City Center Association (TCCA) to renew the District for a 10-year term as allowed under Section 33662(h) of the California Streets and Highway Code; and

WHEREAS, the exterior boundaries of the District are described and illustrated in the Management District Plan which is on file with the City Clerk as part of Resolution 2025-206 and which is incorporated by reference as though fully set forth herein; and

WHEREAS, Resolution No. 2025-145, "Resolution of Intent of the City of Tracy Declaring its Intent to Renew and Expand a Property and Business Improvement District Known as the 'Downtown Tracy Community Benefit District' and Authorizing the City Manager to Sign the Ballot for City-Owned Property in Favor of Forming the District" was adopted on June 17, 2025; and

WHEREAS, during a public hearing on August 19, 2025, a majority protest did not exist and the City Council adopted Resolution No. 2025-206, the Resolution of Formation, approving and renewing the District for a new 10-year term; and

WHEREAS, a new Disbursement Agreement corresponding with the new 10-year term, between the City of Tracy (“City”) and the Tracy City Center Association (TCCA) is necessary to outline the terms of how the assessment funds will be transferred from the City to TCCA and how TCCA must operate in using any assessment funds disbursed by the City to implement and administer the Plan; now, therefore, be it

RESOLVED: That City Council approves a Disbursement Agreement between the City and TCCA and authorizes the City Manager, or their designee to execute the agreement on behalf of the City.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the City Council on the 3rd day of February 2026 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

February 3, 2026

Agenda Item 1.M

RECOMMENDATION

Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 John Deere 664-P Tier Wheel Loader, two (2) new Ford Trucks all approved through the 25-26 Fiscal year budget, and the approval of eight (8) 2025 Ford Explorer Police Interceptors all in the amount of \$1,053,977 including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Programs.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of two new Ford Trucks and one new John Deere Loader for the Wastewater Treatment Plant and eight Ford Explorers Police Interceptor PI for the Police Department. A current need exists to acquire new vehicles and equipment to support the operation and maintenance of City infrastructure. This request seeks authorization to make the necessary purchases.

BACKGROUND

The Operations Division is responsible for managing most of the City's vehicle and equipment fleet. There is an existing need to purchase additional Ford trucks, and John Deere equipment for the Public Works department. Also, to replace antiquated vehicles for the Police Departments for use throughout the City. Operations Fleet Division is asking for authorization in the Fiscal Year 2025-2026 augmentation for the purchase of the vehicles and equipment. But also, the authorization to purchase police vehicles for the 2026-2027 fiscal year.

ANALYSIS

On December 18, 2025, staff was contacted by Fremont Ford to provide the city with eight (8) 2025 Ford Explorer PI vehicles and a discounted cost of \$50,000 each. This proposal presents significant savings of over \$60,000 compared to our previous purchase of police interceptors at \$57,300 each. Additionally, it is important to note that the costs for these vehicles are expected to increase in 2026, making this an advantageous time for the city to proceed with this purchase.

Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. The City of Tracy is an established customer with Sourcewell). The city is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220.

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

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2025 Ford Explorer Police Interceptor.(HYBRID) (Replacing assets)	Fremont Ford	\$400,000	Through The Vendor Informal RFP Process Fremont Ford Submitted The Lowest Discounted Price
2025 John Deere 664P Front Loader (New Addition)	Pape Machinery	\$501,679	Sourcewell (NJPA) #011723-JDC
2026 Ford F-350 Utility Bed (New Addition)	Rush Truck Centers	\$89,513	Sourcewell (NJPA) #032824-RTG
2026 Ford F-250 Super Duty (New Addition)	Rush Truck Centers	\$62,785	Sourcewell (NJPA) #032824-RTG

FISCAL IMPACT

Funding was budgeted and is available in the fiscal year 2025-2026 budget and the Utilities Fund for the acquisition of the vehicles..

STRATEGIC PLAN

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

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, including on-premises signs.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 John Deere 664-P Tier Wheel Loader, two (2) new Ford Trucks all approved through the 25-26 Fiscal year budget, and the approval of eight (8) 2025 Ford Explorer Police Interceptors all in the amount of \$1,053,977 including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Programs.

Prepared by: Adrian Taylor, Fleet Supervisor
Reviewed by: David Murphy, Assistant Director of Operations

Jim Thompson, Operations Superintendent
Anush Nejad, Director of Public Works
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L.David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A – John Deere Sourcewell Contract
- B – Rush Trucks Sourcewell Contract
- C – Ford Quote (8 Ford Explorers)
- D – John Deere Quote
- E – Rush Truck Quote
- F – Purchase Agreement Pape Machinery
- G – Purchase Agreement Rush Trucks

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (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 Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier 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;
- 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. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional 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, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. 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, 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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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

Intentionally Omitted.

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

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:
Mark Oliver
1CAF73242BB647F...
By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

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")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.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):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

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>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/</p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
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.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
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?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
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.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

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	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
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?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.
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?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.

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 *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

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 *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

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.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

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.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
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?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads 	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

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.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
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?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
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.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

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.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/</p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. <p>More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com</p>	*
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.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/</p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/</p>	*
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.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/</p>	*
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.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
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?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership. 	*

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
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?	No, we can cover the entire U.S. and Canada with our dealer network.
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?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>	*
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.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added 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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
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.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
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.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
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.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.

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.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

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 Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our 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.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

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. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

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 Sourcwell 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 Sourcwell 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 Sourcwell 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. Sourcwell, 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.

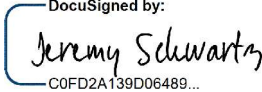
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 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	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1



Prepared For

CITY OF TRACY PUBLIC WORKS
DEPARTMENT

520 S TRACY BLVD

TRACY, CA 95376

(209) 831-6371

ADRIAN.TAYLOR@CITYOFTRACY.
ORG

Prepared By

Brian Heavey

Pape Machinery, Inc.

8621 S El Dorado Street

French Camp, CA 95231

209-247-5317

bheavey@papemachinery.com

Quote Id 1382780

Creation Date 08-Dec-2025

Expiration Date 27-Feb-2026

City of Tracy 644P





Prepared For

CITY OF TRACY PUBLIC WORKS
DEPARTMENT

520 S TRACY BLVD

TRACY, CA 95376

(209) 831-6371

ADRIAN.TAYLOR@CITYOFTRACY.
ORG

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8621 S El Dorado Street

French Camp, CA 95231

209-247-5317

bheavey@papemachinery.com

Quote Id 1382780

Creation Date 08-Dec-2025

Expiration Date 27-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
644 P Wheel Loader	\$501,679.00	\$501,679.00	1	\$501,679.00
Sourcewell Discount (34%) Contract # 011723-JDC	(\$170,570.86)	(\$170,570.86)	1	(\$170,570.86)
Inbound freight, PDI, delivery, first PM service	\$18,200.00	\$18,200.00	1	\$18,200.00
Software	\$4,819.00	\$4,819.00	1	\$4,819.00
Extended Warranty: 72 months / 3000 hrs PowerTrain + Hydraulics	\$6,500.00	\$6,500.00	1	\$6,500.00

Equipment Total				\$360,627.14
------------------------	--	--	--	---------------------

Quote Summary

Total Selling Price	\$360,627.14
Sales - (8.25%)	\$29,751.74
Sub-total	\$390,378.88
*CA Tire Fee	\$7.00
Balance Due	\$390,385.88

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1382780
 Customer CITY OF TRACY PUBLIC WORKS DEPARTMENT

644 P Wheel Loader

QTY In Group : 1

Equipment Notes		Suggested List
Hours	---	\$501,679.00
Serial Number	---	Selling Price
Stock Number	---	\$501,679.00
PUK Parent Serial #		

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
6051DW	644 P Wheel Loader	1	\$386,240.00	\$386,240.00

Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0259	English	1	\$0.00	\$0.00
0351	Translated Text Labels	1	\$0.00	\$0.00
0400	Standard Loader	1	\$0.00	\$0.00
0451	Standard Z-BAR	1	\$0.00	\$0.00
0614	Level 1 Trim	1	\$0.00	\$0.00
0654	Level 1 Performance	1	\$0.00	\$0.00
0951	Rear Camera (Primary Display)	1	\$0.00	\$0.00
1100	Less Detection System	1	\$0.00	\$0.00
1602	Steering Wheel	1	\$0.00	\$0.00
1301	Left Side Steps	1	\$0.00	\$0.00
183E	JDLink™	1	\$0.00	\$0.00
2201	Less Payload Scale w/ Cycle Counter	1	\$126.00	\$126.00
4069	John Deere 6.8L - FT4/SV	1	\$40,575.00	\$40,575.00
6522	Rear Counterweight & Rear Hitch w/ Pin	1	\$0.00	\$0.00
7026	Joystick Controls	1	\$0.00	\$0.00
7054	Three Function Hydraulics	1	\$2,413.00	\$2,413.00
5127	Michelin XHA2 - 23.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1	\$34,879.00	\$34,879.00

5554	Full Coverage Front & Rear Fenders w/ Mudflaps	1	\$3,337.00	\$3,337.00
7402	Hydraulic Coupler - JRB 418 Pattern	1	\$10,475.00	\$10,475.00
7896	4.00 YD (3.10 CM) Enhanced Performance	1	\$13,375.00	\$13,375.00
7458	Bolt-On Cutting Edge	1	\$2,690.00	\$2,690.00
7500	Less Fork Frame	1	\$0.00	\$0.00
7700	Less Tines	1	\$0.00	\$0.00
8501	Debris Package	1	\$3,682.00	\$3,682.00
8502	Maintenance and Service Package	1	\$1,132.00	\$1,132.00
8508	Auxiliary Equipment Package	1	\$1,210.00	\$1,210.00
8082	Electrical Corrosion Prevention Package	1	\$1,545.00	\$1,545.00
Total Base / Options			\$501,679.00	\$501,679.00
Total Selling Price			\$501,679.00	\$501,679.00



Sourcewell Discount (34%) Contract # 011723-JDC

QTY In Group : 1

Equipment Notes

Suggested List

Hours ---

(\$170,570.86)

Serial Number

Selling Price

Stock Number ---

(\$170,570.86)

PUK Parent Serial # ---

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Sourcewell Discount (34%) Contract # 011723-JDC	1	(\$170,570.86)	(\$170,570.86)
Total Base / Options			(\$170,570.86)	(\$170,570.86)

Inbound freight, PDI, delivery, first PM service

QTY In Group : 1

Equipment Notes

Suggested List

Hours ---

\$18,200.00

Serial Number

Selling Price

Stock Number ---

\$18,200.00

PUK Parent Serial # ---

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Inbound freight, PDI, delivery, first PM service 4WD Loaders	1	\$18,200.00	\$18,200.00
Total Base / Options			\$18,200.00	\$18,200.00

Software

QTY In Group : 1

Equipment Notes

Suggested List

Hours ---

\$4,819.00

Serial Number

Selling Price

Stock Number ---

\$4,819.00

PUK Parent Serial # ---

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Software	1	\$4,819.00	\$4,819.00
Total Base / Options			\$4,819.00	\$4,819.00

Extended Warranty: 72 months / 3000 hrs PowerTrain + Hydraulics

QTY In Group : 1

Equipment Notes

Suggested List

Hours	---	\$6,500.00
Serial Number		Selling Price
Stock Number	---	\$6,500.00
PUK Parent Serial #	---	

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Extended Warranty: 72 months / 3000 hrs PowerTrain + Hydraulics	1	\$6,500.00	\$6,500.00
Total Base / Options			\$6,500.00	\$6,500.00



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
 Ceres, CA 95307-4421
 (209) 857-7400

Attachment E

Customer Proposal Letter

CITY OF TRACY
 520 N Tracy Blvd
 Tracy, CA 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 2026 Make Ford Model F-250 Stock # TBD Serial # TBD

Additional Vehicle Details: SOURCEWELL CONTRACT #032824-RTG
 VEHICLE MSRP: \$52,355 - 1.5% SOURCEWELL DISCOUNT (\$785.33)
 UPFIT: \$5,807.50 // 3RD KEY \$250

		Total
Quantity		
Truck Price per Unit	\$ 57,627.17	\$ 57,627.17
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 57,627.17	\$ 57,627.17
Optional Extended Warranty(ies)		
State Sales Tax	\$ 4,781.47	\$ 4,781.47
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 37.00	\$ 37.00
Tire Recycling Program	\$ 8.75	\$ 8.75
Total Sales Price	\$ 62,784.39	\$ 62,784.39
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 62,784.39	\$ 62,784.39

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 4/30/2026 **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.



Preview Order C999 - X2A 4x2 Super Cab SRW: Order Summary Time of Preview: 01/05/2026 09:10:28 Receipt: NA

Dealership Name: Rush Truck Center, Ceres

Sales Code : F72919

Dealer Rep. Carlos Perez	Type Fleet	Vehicle Line Superduty	Order Code C999
Customer Name Tracy	Priority Code B2	Model Year 2026	Price Level 635

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X2 SUPERCAB PICKUP/164	\$48435	10400# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$48435	SPARE TIRE AND WHEEL	\$0
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM DARK SLATE	\$0	UPFITTER SWITCHES	\$250
PREFERRED EQUIPMENT PKG.600A	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.XL TRIM	\$0	PAYLOAD PACKAGE UPGRADE	\$100
.AIR CONDITIONING -- CFC FREE	\$0	EXTERIOR BACKUP ALARM	\$230
.AM/FM STEREO MP3/CLK	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	FUEL CHARGE	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	PRICED DORA	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	ADVERTISING ASSESSMENT	\$0
JOB #1 ORDER	\$0	DESTINATION & DELIVERY	\$2595
PLATFORM RUNNING BOARDS	\$445		
			MSRP
TOTAL BASE AND OPTIONS			\$52355
DISCOUNTS			NA
TOTAL			\$52355

ORDERING FIN: QC410 **END USER FIN:** QC410

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date



Stiles Truck Body & Equipment, Inc.

P.O. Box 507 Turlock CA 95381-0507
701 S Golden State Blvd. Turlock CA 95380
Phone: 209-667-2639 FAX: 209-667-2746
website: www.stilestruckbody.com

Estimate

Date	Estimate #
12/29/2025	33783

Name / Address
Rush Truck Centers of California, Inc. Attn: Carlos 555 IH 35 South, Suite 234 New Braunfels, TX 78130

Terms		Rep
Dealer Price Net 10 Days		SRS
Fax Number	Phone Number	

Description	Quantity	Unit Price	Total
<p>FOR: CITY OF TRACY</p> <p>Truck Upfit: - 2025/2026 Ford F-250 XL regular cab long bed 4X2 pickup. 8. 2-5/16" Combo pintle hitch w/ adjustable pintle hitch mount installed into the Ford factory trailer hitch. 16. 10700 Safety Rack w/ 30222 mounting kit, (2) 81004 beacon mounts & 91004 arrow stick mount. 17. (2) 7160A Ecco amber LED beacon/strobe lights (CA title 13 compliant) installed onto the headache rack. 18. TAC8 Whelen amber LED traffic advisor w/ (8) LED modules. 19. TACTL Whelen traffic advisor controller. 20. Traffic advisor controller to be wired to upfitter switch #1 (to turn on when beacon lights are on).</p> <p>TERMS: DEALER PRICE / NET 10 DAYS - Upon acceptance, please sign and return this estimate.</p>	1	5,050.00	5,050.00

<p>Upon acceptance of bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This Contract is void 30 days from date, unless one copy is signed and returned to bidder. Please Note: There are NO Returns on special order, non-stocked part. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all other returns.</p>	Subtotal	\$5,050.00
	Sales Tax (8.625%)	\$0.00
	Total	\$5,050.00

Customer Signature _____

Sales Representative Signature _____



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, CA 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 2026 Make Ford Model F-350 Stock # TBD Serial # TBD

Additional Vehicle Details: SOURCEWELL CONTRACT #032824-RTG
 VEHICLE MSRP: \$56,935 - 1.5% SOURCEWELL DISCOUNT (\$854.03)
 UPFIT: \$25,689.85 // ADDTL KEY \$250 // ALL-WEATHER MATS \$300

		Total
Quantity		
Truck Price per Unit	\$ 82,320.82	\$ 82,320.82
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 82,320.82	\$ 82,320.82
Optional Extended Warranty(ies)		
State Sales Tax	\$ 6,818.70	\$ 6,818.70
Documentary Fee	\$ 80.00	\$ 80.00
Administration Fee	\$ 250.00	\$ 250.00
Electronic Filing	\$ 34.00	\$ 34.00
Tire Recycling Program	\$ 8.75	\$ 8.75
Total Sales Price	\$ 89,512.27	\$ 89,512.27
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 89,512.27	\$ 89,512.27

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 2/28/2026 **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.



Preview Order C999 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 12/10/2025 11:05:35 Receipt: NA

Dealership Name: Rush Truck Center, Ceres

Sales Code : F72919

Dealer Rep. Carlos Perez	Type Fleet	Vehicle Line Superduty	Order Code C999
Customer Name TRACY	Priority Code A4	Model Year 2026	Price Level 630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/164	\$52525	10800# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$52525	CAMPER PACKAGE	\$160
OXFORD WHITE	\$0	.HEAVY SERVICE FRONT SUSPENSION	\$0
VINYL 40/20/40 SEATS	\$0	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$250
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	EXTERIOR BACKUP ALARM	\$230
.AM/FM STEREO MP3/CLK	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
4.30 ELECTRONIC-LOCKING AXLE	\$430	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$2595
PLATFORM RUNNING BOARDS	\$445		
			MSRP
TOTAL BASE AND OPTIONS			\$56935
DISCOUNTS			NA
TOTAL			\$56935

ORDERING FIN: QC410 **END USER FIN:** QC410

Customer Name:	Customer Email:
Customer Address:	Customer Phone:

2286 E. Date Ave.
 Fresno, CA 93706
 Phone: 559-237-5541
 Fax: 559-237-5554
 www.SEINC.com

Quotation

309581

Date: 12/9/2025, 11:10:54 AM

User: Uribe, Ruben

Bill To: RUSH TRUCK CENTER CERES
 End User: TRACY, CITY OF
 Attn: PEREZ, CARLOS
 PO BOX 34630
 SAN ANTONIO, TX 78265
 209-857-7434

Ship To: RUSH TRUCK CENTER CERES
 End User: TRACY, CITY OF
 Attn: PEREZ, CARLOS
 1720 HERNDON RD
 CERES, CA 95307
 209-857-7434

Quote Date:	12/09/2025	Salesman:	Uribe, Ruben
Expiration Date:	01/08/2026	Ship Via:	SCELZI DELIVERY
Sales Tax	Exempt @ 0.000%	Terms:	Net 10 w/ PO
		PO Number:	

Notes:

MOUNT IN FRESNO
 PAINT BODY SINGLE STAGE FORD WHITE # Z1
 MIDSHIP FUEL TANK - GAS

*** REMOVE PICKUP BED AND DISPOSE OF ***

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2026, FORD, F250, SUPER CAB, WHITE, GAS, SRW, 56" CA, VIN # TBA		
1	SB-98-79-49-38-VO	SERVICE BODY SRW 56CA-98 LONG, 79 WIDE, 49 FLOOR WIDTH, 38 TALL VERTICAL OPEN TOP 1EA - ALL LIGHTS L.E.D.		
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER - POWDER COATED GRAY 1EA - BOLT ON VISE STAND REMOVABLE – PART #SE100919 (VSR-123) WITH WILTON 746 VICE WITH 6" JAW 1EA - FACTORY HITCH WITH #PM25612 INSERT AND COMBO/PINTLE 2 5/16" BALL 1EA - TRAILER PLUG 7/4 OEM SOCKET 1EA - INSTALL FACTORY BACK UP CAMERA		

- 1 LADDER RACK - 2" X 3" X .120 WALL FORKLIFT ACCESS - POWDER COATED WHITE
2x3x120
 - 1EA - SWING OUT REAR CROSSBAR
 - 1EA - WHELEN ARROW STICK 2200 SEIRIES AMBER LIGHTBAR MOUNTED BELOW REAR SWING OUT CROSSBAR WITH TACTL 5 IN CAB CONTROLLER AND QUICK DISCONNECT
 - *** NOTE: WIRE TO # 1 UPFITTER SWITCH ***
 - 2EA - BEACON MOUNTED (1EA) SIDE BEHIND CAB
 - 2EA - WHELEN L31 AMBER BEACONS (1EA) SIDE WIRED TO # 1 UPFITTER SWITCH
 - 4EA - RS1 RATCHET STRAPS (2EA) SIDE OVER CARGO AREA
- 1 HAZ MAT - HWD FEE HAZARDOUS WASTE DISPOSAL FEE
- 1 WEIGHT CERTIFICATE WEIGHT CERTIFICATE OF COMPLETED UNIT
- 1 TRANSPORTATION ONE WAY TO CERES, CA

DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHASSIS:** Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc
- CHANGES:** Each change after quote is accepted will constitute a \$600.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

DATE

Estimate Prepared

By:

Sales Rep: Uribe,
Ruben

**CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH PAPE MACHINERY, INC.**

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Pape Machinery Inc. French Camp, 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 a 2025 John Deere 664P Front Loader 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 #011723-JDC ("**Contract**").
- D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.
- E. This Agreement is being executed pursuant to Resolution No. 2026-_____, which was adopted by the City Council for the City of Tracy on February 3, 2026.

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.
 - 1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: _____, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of 520 Tracy Blvd. Tracy, CA 95376
 - 2.1 Any failure by the Supplier to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any equipment not delivered in a timely manner without liability. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Supplier reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.
3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract₁, attached, and incorporated by reference.
 - 3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed \$390,386.
4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with or without cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.
5. **BREACH.** In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice. Supplier may not terminate this Agreement except for cause.
6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications. The City may reject any Equipment that do not conform to the terms and conditions outlined in the Contract. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.
7. **INDEMNIFICATION.** Supplier shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any claims for: (a) any damage to property; (b) death or injury to any person; and (c) a breach by Supplier of a relevant law in the course of, or caused by, the performance of its obligations under this Agreement, in each case as and to the extent that the damage, death or injury, or breach is caused or contributed to by Supplier but Supplier's liability to indemnify the City will be reduced proportionately to the extent that the damage, death or injury, or breach is caused or contributed to by the City.
 - 7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; and "Claims" includes claims, demands, actions, losses, damages, injuries, and liability (including any and all related costs

and expenses) and any allegations of these.

- 7.2 PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.
- 7.3 LIMITATION.** IN NO EVENT SHALL THE CITY BE ENTITLED TO (NOR SUPPLIER LIABLE FOR) ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY KIND, WHETHER ARISING OUT OF (A) THIRD PARTY CLAIMS AGAINST THE CITY, OR (B) BREACH OF CONTRACT, TORT, WARRANTY (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SUPPLIER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.
- 8. INSURANCE.** Supplier shall, throughout the duration of this Agreement, maintain insurance to cover its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.
- 8.1 COMMERCIAL GENERAL LIABILITY.** Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 8.2 AUTOMOBILE LIABILITY.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 8.3 WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.
- 8.4 ENDORSEMENTS.** Supplier shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 8.4.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 8.4.2** For any claims related to this Agreement, Supplier's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Supplier's insurance and shall not contribute with it.
- 8.5 NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration that causes Supplier to be out of compliance with the provisions of this section shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.

8.6 INSURANCE CERTIFICATE. Supplier shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

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.

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

9. PACKING AND SHIPPING. Deliveries must be made as specified, without charge for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

10. TAXES. The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax.

11. WARRANTY. Warranties for Equipment delivered hereunder are strictly given by the manufacturer thereof. Copies of a manufacturer's warranty, if any, which may apply will be provided by Supplier. Supplier warrants any labor performed according to the terms herein to be free from defects in workmanship for a period of 30 days from the date the labor was completed. If a defect in workmanship is found within the 30 days, Supplier will correct the defect during normal working hours at no cost to the City. Supplier's warranty does not extend to any defect, claim, or damage attributable to the failure to operate or maintain equipment in accordance with the manufacturer's specification.

11.1 The City's inspection, approval, acceptance, use of, and payment for all or any part of the equipment must in no way affect its warranty rights.

11.2 THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES GIVEN BY SUPPLIER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SUPPLIER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12. [NOT USED]

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Pape Machinery, Inc.
8621 S. El Dorado St.
French Camp, Calif. 95231

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

With a copy to
Papé Machinery, Inc.
355 Goodpasture Island Rd
Eugene, OR 97401
Attn: Legal

15. **MISCELLANEOUS**

15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

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

15.4 **ASSIGNMENT AND DELEGATION.** Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

- 15.5** **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 15.6** **COMPLIANCE WITH THE LAW.** Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 15.6.1** **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled by it in the course of performing its services hereunder.
- 15.6.2** **NON-DISCRIMINATION.** Supplier represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party Supplier, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Supplier shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).
- 15.7** **BUSINESS ENTITY STATUS.** Supplier is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Supplier. By entering into this Agreement, Supplier represents that it is not a suspended corporation. If Supplier is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 15.8** **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 15.9** **CONSTRUCTION OF AGREEMENT.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 15.10** **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 15.11** **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement including the Exhibits hereto, the Contract, and any preprinted terms and conditions in Supplier's proposal or the City's purchase order (if any), this Agreement shall control.
- 15.12** **ENTIRE AGREEMENT.** This Agreement, the Contract and attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola

Title: Mayor

Date: _____

Attest:

April B.A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse
City Attorney

Supplier

Pape Machinery, Inc.
French Camp, California

By: Rodger Spears
58958C42333F4E6...

Title: President Rodger Spears

Date: 1/6/2026

Federal Employer Tax ID No. 73-1627810

DocuSigned by:
Lance Jorgensen
BCE04009AF1F4E4...

Title: EVP Of Finance Lance Jorgensen

Date: 1/6/2026

**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 One (1) Ford F-250, One (1) F-350 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 February 3, 2026.

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY**. The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **EQUIPMENT**. The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in 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 \$152,298.
 - 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:


April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Supplier

Rush Medium-Duty Truck Centers, Inc.
Ceres, California

x 

By: Chris Faircloth
Title: General Manager
Date: 1/5/26

Federal Employer Tax ID No. 83-2426170

By: _____
Title: _____
Date: _____

Exhibit A

Equipment

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT CITY COUNCIL ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 JOHN DEERE 664-P TIER WHEEL LOADER, TWO (2) NEW FORD TRUCKS ALL APPROVED THROUGH THE 25-26 FISCAL YEAR BUDGET AUGMENTATIONS, AND THE APPROVAL OF EIGHT (8) 2025 FORD EXPLORER POLICE INTERCEPTORS ALL IN THE AMOUNT OF \$1,053,977 INCLUDING THE EXECUTION OF TWO (2) SEPARATE PURCHASE AGREEMENTS UTILIZING THE SOURCEWELL COOPERATIVE PROGRAMS.

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

WHEREAS, There is an existing need to purchase additional Ford trucks, and John Deere equipment for the Public Works department and to replace antiquated vehicles for the Police Departments for use throughout the City; and

WHEREAS, Operations Fleet Division is asking for authorization in the Fiscal Year 2025-2026 budget augmentation process for the purchase of the vehicles and equipment and the authorization to purchase police vehicles for the 2026-2027 fiscal year; and

WHEREAS, On December 18, 2025, staff was contacted by Fremont Ford wanting to provide the city with eight (8) 2025 Ford Explorer Police Interceptor vehicles and a discounted cost of \$50,000 each presenting significant savings of over \$60,000 compared to our previous purchase of police interceptors at \$57,300 each; and

WHEREAS, The City of Tracy is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220; and

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

WHEREAS, Currently John Deere does not have a green loader available in marketplace for purchase; and

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

Description	Vendor	Cost	Public Bidding Procedure
2025 Ford Explorer Police Interceptor (HYBRID). (Replacing assets)	Fremont Ford	\$400,000	Through the Vendor Informal RFP Process Fremont Ford Submitted the Lowest Discounted Price
2025 John Deere 664P Front Loader (New Addition)	Pape Machinery	\$501,679	Sourcewell (NJPA) #011723-JDC
2026 Ford F-350 Utility Bed (New Addition)	Rush Truck Centers	\$89,513	Sourcewell (NJPA) #032824-RTG
2026 Ford F-250 Super Duty (New Addition)	Rush Truck Centers	\$62,785	Sourcewell (NJPA) #032824-RTG

; and

WHEREAS, Funding was budgeted and is available in the fiscal year 2025-2026 budget augmentation and the Utilities Fund for the acquisition of the vehicles; now, therefore, be it

RESOLVED: That that City Council of the City of Tracy adopt a Resolution authorizing the purchase of one (1) new 2025 John Deere 664-P Tier Wheel Loader, two (2) new Ford Trucks all approved through the 25-26 Fiscal year budget augmentations, and the approval of eight (8) 2025 Ford Explorer Police Interceptors all in the amount of \$1,053,977 including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Programs.

* * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on 3rd day of February, 2026, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council accepts the annual report of the Parks and Community Services Commission for Fiscal Year 2024 - 2025.

EXECUTIVE SUMMARY

The City Council established the Parks and Community Services Commission to advise the Council on the planning and development of park and recreation facilities, as well as the delivery of recreation and community service programs. This report is an accounting of the focus areas and activities of the Parks and Community Services Commission for Fiscal Year (FY) 24/25 and goals for FY 25/26.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks and Community Services Commission (Parks Commission) was established to represent the community's perspective and provide input to the City Council on the planning and development of parks and recreational facilities, as well as the delivery of recreation and community service programs. The Parks Commission also provides the Parks and Recreation Department and Community Development with review of park planning and design, the naming of parks and recreation facilities, and provides input and community perspective regarding recreational programs and services. The Commission also reviews applications and provides recommendations to the City Council regarding Community Development Block Grant (CDBG) funding for service programs offered by non-governmental organizations (NGOs).

In FY 24/25, the Parks Commission had three primary focus areas as listed below. Under each area, there is an update on Commission activities.

Focus Area: COMMUNITY OUTREACH

- 1. A. Ensure representation with the Tracy Friends for Parks, Recreation & Community Services Foundation
 - The Commission assigned a member of the Commission to participate regularly at the Foundation's bi-monthly meeting and report back to the Commission.
- 1. B. Ensure representation with the Tracy Senior Association
 - The Commission assigned a member of the Commission to participate regularly at the Tracy Senior Association's meetings and report back monthly to the Commission.

- 1. C. Public Outreach at Community events twice per year
 - The Commission assigned members of the Commission to attend the following events:
 1. Farmers Market (attend at least twice per year)
 2. Block Parties (attend at least twice per year)
 3. Blues, Brews, & BBQ (October)
 4. Movies on the Plaza (attend at least twice per year)
 5. Youth Events (attend at least twice per year)
- 1.D. Public Outreach to the Senior Community
 - Each year, the Commission conducts a Special Meeting in November at the Lolly Hansen Senior Center to discuss specific concerns and needs of the senior community. This meeting was held on November 6, 2024. For FY 25/26, this meeting was held on November 5, 2025.
- 1.E. Increase communications with local school districts
 - E.1 - One TUSD School Board member participates as a commissioner and provides monthly reports on the Parks Commission activities to the Tracy Unified School District.
 - 1. E.2. - The Commission assigned a member to participate in and attend the City/School Liaison meetings and report back to the Commission.

Focus Area: PROGRAM ENHANCEMENT

- 2.A. Sponsor and Support the Rollin' Rec Program
 - 3 Commissioner will attend 2 rollin' rec programs per year.

Focus Area: PARK FACILITY & SPORTS FIELD SAFETY

- 3. A. Safety Needs
 - One Commissioner will attend meetings as needed related to Parks & Facility Concerns
 - Attend quarterly Homeless Advisory meeting.

In addition to its primary responsibilities, the Parks Commission supported staff and provided valuable guidance to the City Council on community and municipal needs. During FY 2024–2025, the Commission played a key role in decision-making for the following projects:

1. In September of 2024, the Commission reviewed and provided feedback on changes to the Sports Field Reservation Handbook.
2. In September of 2024, the Commission reviewed and approved the Tracy Hills Village 15 & 16 Neighborhood Parks conceptual plans.

3. In September of 2024, the Commission reviewed the Downtown vision plan and concepts for the Grand Park in the Western Bowtie and recommended that the city council approve it.
4. In November of 2024, the Commission reviewed the Community Block Grant Fund and Home Investment Program (CDBG) and local funding priorities through 2030-2031 and recommended adoption by the city council.
5. In November of 2024, the Commission reviewed and approved the Clyde Bland Park BMX Pump track conceptual plan.
6. In November of 2024, the Commission appointed a 2-person subcommittee to work with staff and our consultants for the community outreach and design of the Aquatic Center.
7. In November of 2024, the Commission reviewed the tournament allocation process and provided input to staff on how to expand tournament offerings.
8. In February of 2025, the Commission attended a workshop to collect feedback on program priorities and design values for the Aquatic Center.
9. In February of 2025, the Commission appointed 1 commissioner to be the liaison for the Parks and Community Services Commission in reviewing the MGRC Civic Art Programs request for proposals.
10. In April of 2025, the Commission reviewed, approved, and made a recommendation to City Council to adopt the FY 25-26 Recreation Program Facility Use Fee Schedule.
11. In April of 2025, the Commission reviewed and accepted the Commission's subcommittee ranking and funding recommendations for the allocation of the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds for fiscal year 2025-2026 and recommended approval by the city council.
12. In May of 2025, the Commission reviewed and accepted changes to the 2025 City of Tracy Facility Reservation Handbook.
13. In June of 2025, the Commission reviewed and provided feedback on the Sports Field Reservation Handbook.

14. In June of 2025, the Commission appointed a Chair and Vice Chair to serve a one-year term commencing on July 1, 2025, and ending on June 30, 2026.

Goals for FY 25/26

The Parks Commission adopted its goals for FY 24/25 on June 5, 2025, summarized below:

Focus Area: COMMUNITY OUTREACH

- Ensure representation with the Tracy Friends for Parks, Recreation & Community Services Foundation.
- Ensure representation with the Tracy Senior Association.
- Public outreach at community events twice per year.
- Public outreach to the senior community.
 - a. Various service clubs and senior events.
 - b. Special Meeting held on November 5, 2025, to discuss the needs and concerns of the senior community.
 - c. Support the Community Conversation event to be held in May 2026.
- Increase communications with local school districts.

Focus Area: PROGRAM ENHANCEMENT

- Sponsor and support the revitalization of the Rollin' Rec Program

Focus Area: PARK FACILITY & SPORTS FIELD SAFETY

- Attend Meetings as needed related to Parks & Facility Concerns

FISCAL IMPACT

Staff costs related to support of the Parks and Community Services Commission are included in the Parks and Recreation Department General Fund budget.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council accepts the annual report of the Parks and Community Services Commission for Fiscal Year 2024 - 2025.

Prepared by: Andrea Pedigo, Executive Assistant

Reviewed by: Parks & Community Services Commission
Jolene Jauregui, Recreation Services Manager
Brian MacDonald, Director of Parks, Recreation & Community Services
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager



Parks & Community Services Commission

Annual Report FY 2024-2025

February 3, 2026

Overview

- ❖ 5 Member Council Appointed Commission
- ❖ Establish rules and regulations governing the conduct of recreation programs
- ❖ Protection of property, and activities of persons in all parks
- ❖ Hold public hearings on recreation programming and facility usage
- ❖ Advise the City Council about recreation, and facility master planning development



FY 2024-2025 Highlights

Staff Support for City Projects

❖ In September of 2024, the Commission reviewed and approved the Tracy Hills Village 15 & 16 Neighborhood Parks Conceptual Plans

Village 15 Neighborhood Park

LEGEND

- 1 LAWN AREA
- 2 PARK FACILITY
- 3 BLENDED PLANTER AREA
- 4 PICNIC
- 5 PARK BENCH
- 6 PICNIC AREA
- 7 SHADE SAILS
- 8 1/2 CHILDREN'S PLAYGROUND
- 9 1/2 CHILDREN'S PLAYGROUND
- 10 BOTANIC GARDEN
- 11 PICNIC COURTS
- 12 BICYCLE PARKING
- 13 RECREATORY ACCESS

TRACY HILLS
TRACY | CA
INTEGRAL COMMUNITIES | 21-042
DATE 09/10/24

VILLAGE 15 NEIGHBORHOOD PARK - OVERALL ILLUSTRATIVE | LS

INTEGRAL COMMUNITIES
URBAN ARENA

Village 16 Neighborhood Park

LEGEND

- 1 LAWN AREA
- 2 PARK FACILITY
- 3 BLENDED PLANTER AREA
- 4 PICNIC
- 5 PARK BENCH
- 6 PICNIC AREA
- 7 SHADE SAILS
- 8 1/2 CHILDREN'S PLAYGROUND
- 9 1/2 CHILDREN'S PLAYGROUND
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- 12 BICYCLE PARKING
- 13 RECREATORY ACCESS

TRACY HILLS
TRACY | CA
INTEGRAL COMMUNITIES | 21-042
DATE 09/10/24

VILLAGE 16 NEIGHBORHOOD PARK - OVERALL ILLUSTRATIVE | LS

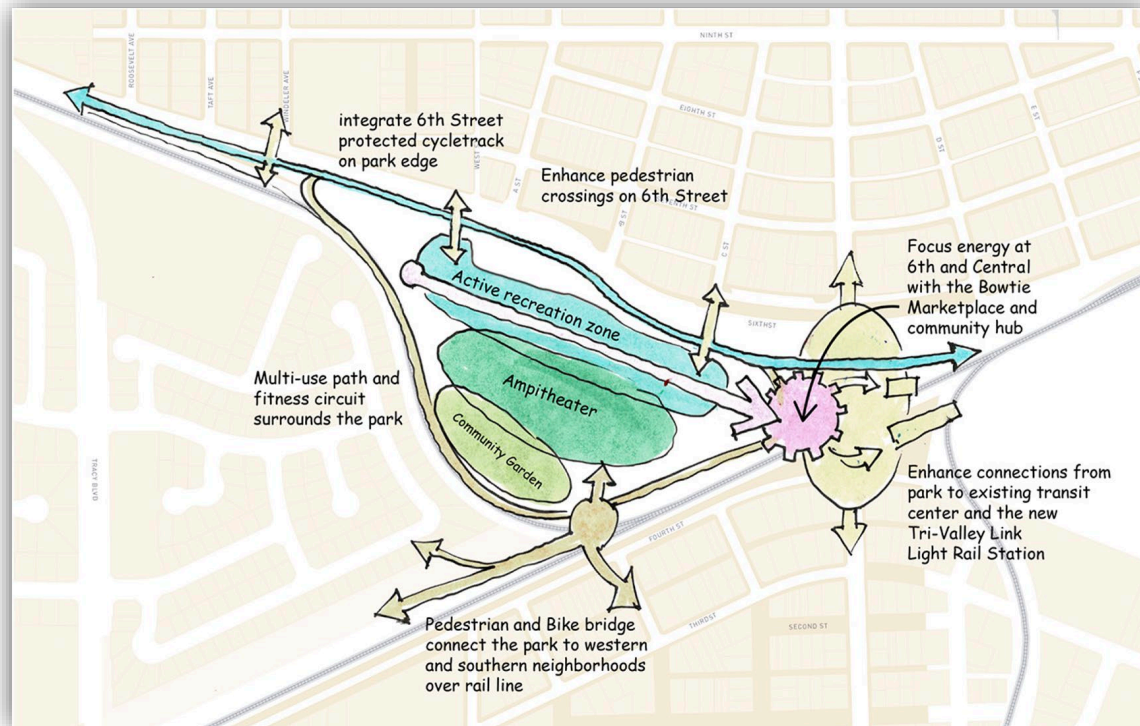
INTEGRAL COMMUNITIES
URBAN ARENA



FY 2024-2025 Highlights

Staff Support for City Projects

- In September of 2024, the Commission reviewed the Downtown Vision Plan and concepts for the Grand Park in the Western Bowtie and recommended council approve it.



FY 2024-2025 Highlights

Staff Support for City Projects

- ❖ In November of 2024, the Commission reviewed and approved the Clyde Bland Park BMX Pump track conceptual plan



FY 2024-2025 Highlights

- ❖ In September of 2024, the Commission reviewed and provided feedback on changes to the Sports Field Reservation Handbook
- ❖ In November of 2024, the Commission reviewed the Community Block Grant Fund and Home Investment Program (CDBG) and local funding priorities through 2030-2031 and recommended adoption by the city council.
- ❖ In November of 2024, the Commission appointed a 2-person subcommittee to work with staff and our consultant for the community outreach and design of the Aquatic Center.
- ❖ In November of 2024, the Commission reviewed the tournament allocation process and provided input to staff on how to expand tournament offerings.
- ❖ In February of 2025, the Commission attended a workshop to collect feedback on program priorities and design values for the Aquatic Center.



FY 2024-2025 Highlights

- ❖ In February of 2025, the Commission appointed 1 commissioner to be the liaison for the Parks and Community Services Commission in reviewing the MGRC Civic Art Programs request for proposals.
- ❖ In April of 2025, the Commission reviewed, approved, and made a recommendation to City Council to adopt the FY 25-26 Recreation Program Facility Use Fee Schedule.
- ❖ In April of 2025, the Commission reviewed and accepted the Commission's subcommittee ranking and funding recommendations for the allocation of the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds for fiscal year 2025-2026 and recommended approval by the city council.
- ❖ In May of 2025, the Commission reviewed and accepted changes to the 2025 City of Tracy Facility Reservation Handbook.
- ❖ In June of 2025, the Commission reviewed and provided feedback Sports Field Reservation Handbook.



2025 Senior Services Highlights

Recreation Staff and the Parks and Community Services Commission continue outreach efforts to provide opportunities for seniors to share their needs and concerns by:

- ❖ Reporting to the Commission on a quarterly basis on current and future needs for seniors in the Tracy community.
- ❖ Using the Senior Center as a resource hub to connect with City services and other senior-related agencies.
- ❖ Marketing the Senior Link-Tracy program and Local Senior Services and Resources guide.
- ❖ Hosting engagement events at the Senior Center, including:
 - The annual Community Conversation event on May 21, 2025
 - A special Parks and Community Services Commission meeting on November 5, 2025, to gather the needs and concerns from seniors.



Senior Meeting on Needs & Concerns Highlights (Nov 2025)

❖ Key Senior Priorities Identified

- Affordable senior housing & transportation access
- Expanded program & fitness offerings (arts courses, guitar, strength classes)
- Increased communication & outreach on available senior services

❖ Common Needs & Concerns

- Desire for more social engagement opportunities & recreation space (group events, pickleball)
- Technology support needs (cell phone help, literacy seminars)
- Interest in expanded health & wellness classes

❖ Proposed Next Steps

- Recreation Staff will evaluate program modifications & expand high-demand programs
- Continue recruiting volunteers/instructors for technology, arts, and specialty classes
- Enhance communication & outreach through email blasts, social media, & Activity Guides
- Continue to work with various city and county departments to provide information & resources regarding affordable senior housing and transportation access.





Think Inside the Triangle™

Goals FY 2025/2026

Community Outreach

- ❖ Ensure representation with the Tracy Friends for Parks, Recreation and Community Foundation
- ❖ Ensure representation with the Tracy Senior Association
- ❖ Public outreach at community events twice per year
- ❖ Public outreach to the senior community
- ❖ Increase communications with local school districts

Program Enhancement

- ❖ Continue to sponsor and support the Rollin' Rec Program

Park Facility and Sports Field Safety

- ❖ Attend meeting as needed related to Parks & Facility Concerns



Questions



Agenda Item 3.B

RECOMMENDATION:

Staff recommends that the City Council accepts the annual report of the Youth Advisory Commission for the 2025 calendar year.

EXECUTIVE SUMMARY

The Youth Advisory Commission was established by the City Council in 1998 to advise the Council and the Parks and Community Services Commission on opportunities for youth to lead and plan recreation and community service activities, with emphasis on youth development, to enhance leadership skills and self-esteem of people ages 12 to 18 years. This report is an accounting of the Youth Advisory Commission for the calendar year 2025, as well as projected goals for calendar year 2026.

BACKGROUND AND LEGISLATIVE HISTORY

The Youth Advisory Commission (YAC) was formed in 1998 with the purpose of providing youth with an opportunity to make a positive impact in their communities and advising the City Council, Parks and Community Services Commission, and staff on matters relating to the welfare of youth in Tracy.

Currently, YAC has twelve youth Commissioners and three adult Commissioners. As listed below, each youth Commissioner represents one of the local high schools.

- ❖ Tracy High School (3 Commissioners)
- ❖ West High School (2 Commissioners)
- ❖ Kimball High School (4 Commissioners)
- ❖ Millennium High School (2 Commissioners)
- ❖ Connecting Waters (1 Commissioner)

The Youth Advisory Commission is holding a spring recruitment for youth Commissioners, which will end on April 3, 2026. Interviews will be conducted in April, and new commissioners will be appointed in June.

The Youth Advisory Commissioners worked with staff to prepare an overview of the goals, objectives, and action steps for the 2025 calendar year. YAC has also developed new goals, objectives, and action steps for the 2026 calendar year. YAC focused on two primary goals as listed below. Under each goal is the status of Commission activities.

1. Program Enhancement

- Explore opportunities to improve Recreation Programs that offer valuable benefits to teens.
 - Commissioners supported the Rollin' Rec program by assisting staff at different Rollin' Rec parks and events throughout the year, in addition to brainstorming program aspects that would draw in teen participation.
 - Commissioners participated with Teen Camps, such as Teen Chefs and (PIN)spiration.
 - Commissioners worked with staff for the new youth Triathlon and Teen Laser Tag event.

2. Community Outreach

- Explore opportunities to increase the Commission's visibility, engage with local organizations and service clubs within the community, and expand teen participation.
 - Commissioners volunteered at the Tracy Earth Day event, leading Earth Day-themed activities and assisted in promoting the event to other teens.
 - Commissioners assisted at various Farmer's Market events throughout the year, promoting YAC recruitment and other teen events and programs.
 - Commissioners have rolled over their objective of creating volunteer opportunity awareness by creating a pamphlet to provide teens with a comprehensive list of community service opportunities.

YAC developed new goals and a work plan for the 2026 calendar year on October 9, 2025, which includes unmet objectives carried over from the year prior. The goals and objectives for 2026 are as follows:

1. Program Enhancement

- Continuously improve and expand Recreation Programs to better engage teens by addressing their interests, needs, and challenges.
 - Develop and deliver at least one new teen-focused event or program that addresses current trends or issues impacting youth (i.e., teen engagement, mental health, peer tutoring, job opportunities, internships with local businesses).
 - Create a fun and engaging new event or program for high school teens to enjoy and connect (i.e., silent disco, World Cup watch party, movie night, tournament, laser tag, 5k).
 - Support the Rollin' Rec Program

2. Community Outreach

- Build relationships with school clubs, local organizations, and families to increase teen awareness, participation, and engagement.
 - Implement at least one new community service project.
 - Help promote volunteer opportunities for teens.
 - Conduct public outreach four times per year.

FISCAL IMPACT

Staff costs related to the support of the Youth Advisory Commission are included in the Parks, Recreation and Community Services Department General Fund budget.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council accepts the annual report of the Youth Advisory Commission for the 2025 calendar year.

Prepared by: Amanda Jensen, Recreation Program Coordinator

Reviewed by: Lauren Repetto, Recreation Services Supervisor
Jolene Jauregui, Recreation Services Manager
Brian MacDonald, Director of Parks, Recreation & Community Services Department
Sara Cowell, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments

Attachment A: Youth Advisory Commission Annual Report PowerPoint



YOUTH ADVISORY COMMISSION 2025 ANNUAL REPORT



PURPOSE OF THE COMMISSION

- The Youth Advisory Commission was established in 1998 with the purpose of involving local teens in the community
- Helps teens make a positive impact in the community through volunteer opportunities
- Offers teens safe and fun social activities
- Gives teens a voice in the local government



YOUTH ADVISORY COMMISSION 2025 ANNUAL REPORT

- The Youth Advisory Commission currently has twelve youth Commissioners
- Each Commissioner represents the local high schools:
 - Tracy High School (3 Commissioners)
 - West High School (2 Commissioners)
 - Kimball High School (4 Commissioners)
 - Millennium High School (2 Commissioners)
 - Connecting Waters (1 Commissioner)



YOUTH ADVISORY COMMMISSION

GOALS 2025

1. Program Enhancement

Explore opportunities to improve Recreation Programs that offer valuable benefits to teens

- Create a new teen event or program that addresses current trends or issues relevant to teens
- Introduce a new recreational event or program for high school-aged teens
- Support the Rollin' Rec Program
- Support the Lolly Hansen Senior Center

YOUTH ADVISORY COMMISSION GOALS 2025

2. Community Outreach

Explore opportunities to increase the Commission's visibility, engage with local organizations and service clubs within the community, and expand teen participation

- Organize at least one new community service project
- Create volunteer opportunity awareness
- Public Outreach at community events/Farmer's Market four times per year
- Work with Recreation staff to develop aesthetic and teen targeted YAC social media posts



YOUTH ADVISORY COMMISSION GOALS 2025

1. Explore opportunities to improve Recreation Programs that offer valuable benefits to teens



YOUTH ADVISORY COMMISSION GOALS 2025

2. Explore opportunities to increase the Commission's visibility, engage with local organizations and service clubs within the community, and expand teen participation



Think Inside the 'Triangle'

YOUTH ADVISORY COMMISSION GOALS 2026

1. Program Enhancement

Continuously improve and expand Recreation Programs to better engage teens by addressing their interests, needs, and challenges.

- Develop and deliver at least one new teen-focused event or program that addresses current trends or issues impacting youth
- Create a fun and engaging new event or program for high school teens to enjoy and connect
- Support the Rollin' Rec Program



YOUTH ADVISORY COMMISSION GOALS 2026

2. Community Outreach

Build relationships with school clubs, local organizations, and families, to increase teen awareness, participation, and engagement.

- Implement at least one new community service project
- Help promote volunteer opportunities for teens
- Conduct public outreach four times per year



RECRUITMENT 2026

- Opened in December 2025
- Recruiting up to (6) youth and (2) adult Commissioners

YAC
CITY OF TRACY
YOUTH ADVISORY COMMISSION
YOUR VOICE. YOUR VISION. YOUR CITY.

JOIN THE YOUTH ADVISORY COMMISSION!
PASSIONATE ABOUT CHANGE? WE'RE LOOKING FOR CREATIVE YOUNG LEADERS ENTERING GRADES 9-12 IN THE 2026-2027 SCHOOL YEAR TO HELP SHAPE OUR CITY'S FUTURE.

DEADLINE TO APPLY: APRIL 3, 2026

READY TO APPLY?
FIND THE APPLICATION AT WWW.CITYOFTRACY.ORG UNDER THE "GOVERNMENT" SECTION, OR EMAIL PARKS@CITYOFTRACY.ORG.

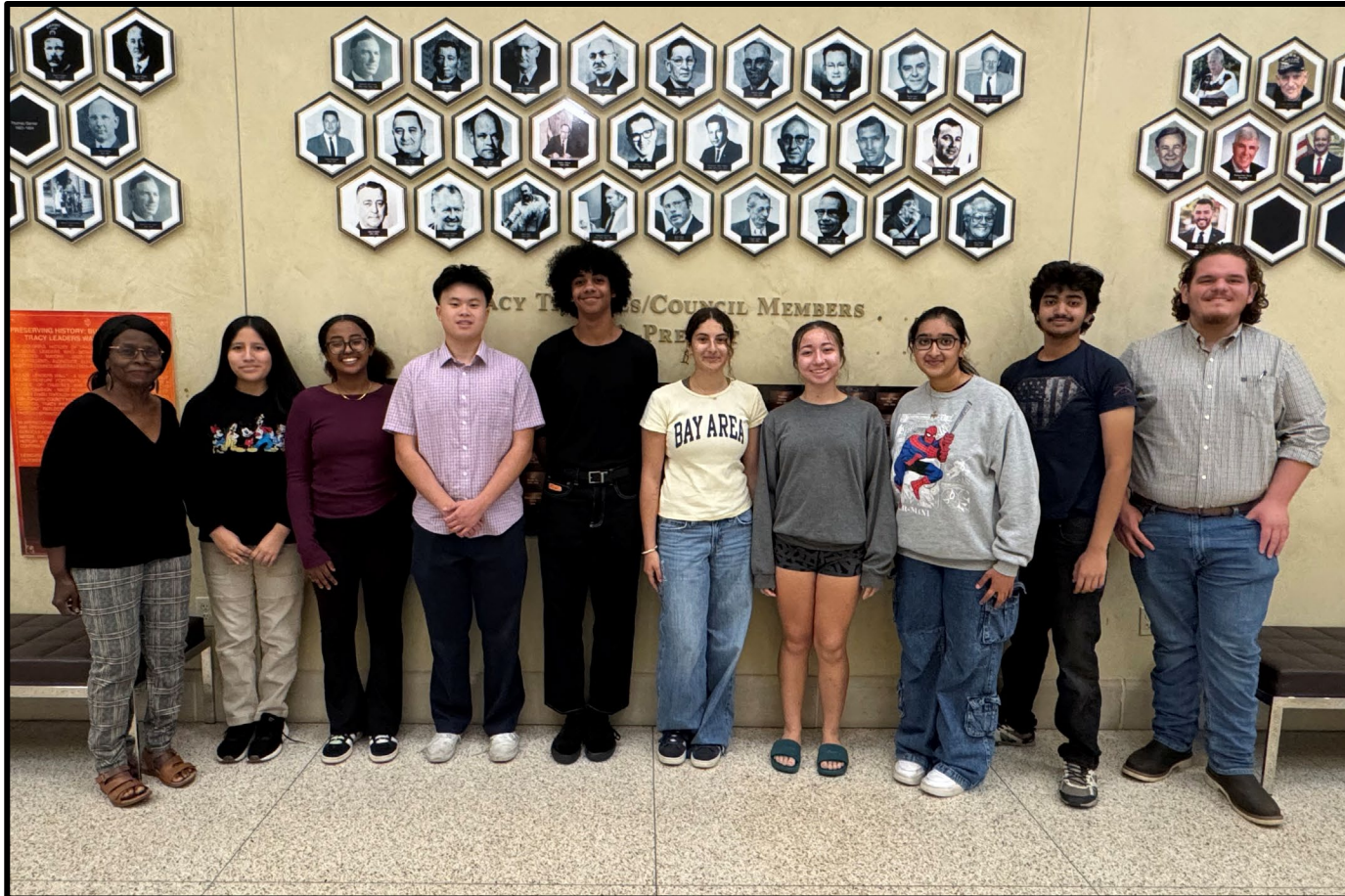
MUST ATTEND SCHOOL WITHIN THE JURISDICTION OF ANY SCHOOL DISTRICT WITHIN THE CITY'S URBAN MANAGEMENT PLAN AREA.

TRACY
PARKS & RECREATION



Think Inside the 'Triangle'

Thank you for your time!



February 3, 2026

Agenda Item 3.C

RECOMMENDATION

Staff recommends that City Council receive an informational update on the Temporary Emergency Housing Facility (TEHF) shelter operations activities located at 370 Arbor Avenue, Tracy CA 95304.

EXECUTIVE SUMMARY

This agenda item provides City Council with an informational update on current shelter operations activities at the Temporary Emergency Housing Facility (TEHF) for the period of November 1, 2024 through October 31, 2025, which aligns with the most recent annual operator contract year. The update includes shelter bed utilization, service delivery, demographic information, challenges, and program outcomes. Overall, the information reflects increased service coordination, measurable outcomes, and continued demand for low-barrier shelter and supportive services within the City of Tracy.

BACKGROUND

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 on preparing 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 Temporary Emergency Housing Facility located at 370 Arbor Avenue, Tracy, CA 95304.

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. A Point-in-Time (PIT) Count is conducted every two years and is a one-night snapshot of people experiencing homelessness — including those in shelters and unsheltered locations. The official PIT Count number is directly tied to federal funding for homelessness services. The 2026 PIT count for the Tracy area is currently underway and preliminary data of the PIT Count is usually released in late Spring/Early Summer. 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. Staff oversight of shelter operations has included staff coordinating efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction

activities of the Temporary Emergency Housing Facility, CIP 71112. City staff have worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

The City of Tracy has emerged as a regional leader in advancing low-barrier, campus-based shelter models that integrate housing, health, and supportive services in one location. While many surrounding jurisdictions continue to rely primarily on short-term motel vouchers or congregate-only shelter models, Tracy has invested in a comprehensive, phased campus approach that emphasizes dignity, continuity of care, and pathways to permanent housing.

This model allows the City to respond immediately to crisis needs while simultaneously building long-term infrastructure that supports stabilization, service engagement, and recovery. Tracy's approach reflects best practices in homelessness response and aligns with state and federal priorities around housing-first principles, integrated care and low-barrier access.

The TEHF was intentionally designed as a phased project to allow the City to respond immediately to urgent needs while continuing to build toward a permanent, fully integrated campus model. However, when the City had to pivot from the original Phase II concept, Council authorized interim solutions to prevent service disruption to the City's unsheltered population.

As a result, Phases III and IV were deployed as immediate, non-congregate shelter solutions and have now been in operation for over three years. These interim phases currently provide 86 low-barrier beds and essential support services while Phase II construction continues. Upon completion, Phase II will add a Navigation Center and permanent auxiliary facilities, expanding site capacity to more than 150 individuals.

In parallel with facility development, City staff have pursued innovative funding strategies to offset long-term operational costs. This includes pursuing grant funding, developing partnerships, and preparing for participation in the CalAIM initiative, which allows eligible services to be reimbursed through Medi-Cal.

Since the February 2025 Council workshop, staff have worked with state and regional partners, health plans, and consultants to develop policies, procedures, and program infrastructure to support CalAIM-billable services, including a Medical Respite program. These efforts position Tracy to become one of the few jurisdictions in the region capable of integrating shelter, healthcare coordination, and reimbursement-based services into a single campus model.

Additionally, the Homeless Services Division has successfully secured approximately \$3.4 Million in state, federal, and local grant funding to offset operational costs. This funding has significantly reduced reliance on the City's General Fund while expanding service capacity, infrastructure, and program quality.

ANALYSIS

Temporary Emergency Housing Facility (TEHF)

In February 2025, the City Council held a workshop to discuss the future of the TEHF site, including potential programs and partnerships that could expand services and provide wraparound support for individuals experiencing homelessness. During this workshop, Council provided broad support and direction for staff to pursue additional grant funding opportunities and to explore innovative service models that could enhance care delivery while offsetting long-term operational costs.

As a result of this direction, staff evaluated the feasibility of implementing a Medical Respite program and participating in the CalAIM initiative, which allows eligible providers to receive Medi-Cal reimbursement for certain supportive services delivered to individuals with complex medical and behavioral health needs.

On November 4, 2025, City Council formally approved staff's recommendations to (1) implement a Medical Respite program and (2) adopt the policies and procedures required for the Health Plan of San Joaquin contracting process, including authorizing the City Manager or her designee to execute ancillary documents necessary for the City to become a CalAIM provider. Since that approval, staff have been actively working with consultants, managed care plans, and state partners to develop the operational, financial, and programmatic infrastructure required to launch these services at the TEHF.

At present, the Temporary Emergency Housing Facility provides a total of 86 non-congregate beds for adults, operating under a low-barrier, housing-first model. The Facility is operated by The Salvation Army Stockton Corps (TSA). This interim shelter configuration, comprising Phases III and IV, has been operational for approximately three years while the Navigation Center and auxiliary buildings are brought online. Planned auxiliary facilities include a kitchen, main administrative building, restrooms, showers, laundry facilities, and storage. Interim operations have relied on additional contracts to provide these essential support services.

The current site plan includes Phase III, consisting of 48 beds within modular units and an administration building used for meals and case management and Phase IV, which consists of 39 custom container units with temporary restrooms and showers. With the future addition of the Sprung Structure and auxiliary buildings, the site will ultimately have capacity to serve more than 150 individuals, including up to 70 additional congregate beds within the Navigation Center. While ultimate buildout will significantly expand capacity, current interim operations continue to prioritize low-barrier access and individualized services.

Homelessness Services Division

The Homeless Services Division (HSD) plans, manages, and oversees the daily operations of the City's homeless service programs, including oversight of the Temporary Emergency Housing Facility and implementation of City Council's Strategic Plan to End and Prevent Homelessness. Through a professional services agreement, the Division oversees The Salvation Army's shelter operations, which include case management, meals, transportation, and laundry services at the TEHF.

City staff coordinate with the San Joaquin County Continuum of Care (CoC) to ensure services align with county funding requirements, regional priorities, and best practices. Shelter performance is evaluated on a monthly and annual basis through the contract's scope of work, using data collected through the County-funded Homeless Management Information System (HMIS). This process evaluates intake and exit procedures, shelter policies, operational compliance, and case management delivery, and helps identify service gaps and opportunities for continuous improvement.

The City of Tracy's Homeless Services Manager actively participates in several CoC subcommittees including the Executive Planning Committee and the Shelter and Interim Housing Committee. At the January 8, 2026 Board of Directors meeting, Tracy's Homeless Services Manager was nominated and appointed as Chair of the CoC, following two years of service as Co-Chair and a total of three years of service on the Board.

This leadership role provides the City of Tracy with a direct voice in shaping countywide homelessness operations, funding priorities, and program design. It also allows City staff to collaborate closely with other city and county department heads, nonprofit executive leaders, healthcare partners and housing providers to align strategies, share best practices and coordinate regional responses. This level of involvement strengthens Tracy's ability to advocate for its residents, remain competitive for grant funding and ensure that local programs reflect emerging best practices and regional system needs.

The City continues to pursue additional funding opportunities to offset ongoing operational and construction costs associated with the TEHF. To date, approximately \$3.4 million in grant funding has been secured to support shelter infrastructure, service delivery, and program expansion. A summary of current grants that have been awarded or are pending are detailed in Attachment B (Homeless Services Division—Operational Grant Funding Administered and Monitored).

In May 2025, the City was approved by the U.S. Department of Housing and Urban Development (HUD) to begin submitting reimbursement requests for the \$3 million Economic Development Initiative (EDI) grant sponsored by Congressman Josh Harder through the Disaster Recovery Grant Reporting (DRGR) portal. As of January 2026, the City has drawn down and received \$518,818 of the awarded funds to support construction costs associated with Phase II-Sprung Structure.

Upcoming funding opportunities include Homeless Housing, Assistance and Prevention (HHAP-5), which was applied for in December 2025; Community Development Block Grant (CDBG) funding for Fiscal Years 2026–2027 through both the County and City; and the anticipated release of the Notice of Funding Availability for the Permanent Local Housing Allocation (PLHA) program and HHAP-6.

In addition, the City was awarded \$664K in Providing Access and Transforming Health (PATH) Capacity and Infrastructure, Transition, Expansion, and Development (CITED) funds to support implementation of the Medical Respite Program. The City also received \$150,000 from the California Department of Health Care Services (DHCS) to provide technical assistance for program development, which was previously approved by City Council. These funds support policy development, program design, and readiness activities associated with launching CalAIM-eligible services.

Shelter Operations Update (November 1, 2024 through October 31, 2025)

During the most recent contract year, The Salvation Army served a total of 236 unique clients, meaning individuals who entered the shelter one time during the reporting period. In addition, the shelter recorded 308 total enrollments, which reflects all intake events and includes individuals who may have entered the program more than once. Salvation Army shelter staff provided ongoing case management to all residents and coordinated daily facility operations to ensure continuity of care, safety, and program compliance.

Access to the TEHF is coordinated through a network of local referring agencies to ensure appropriate placement and continuity of care. Referrals are received from a range of partners, including the City's Familiar Faces program, The Salvation Army, the San Joaquin County Probation Office, Sutter Health, Tracy Community Connection Center (TCCC), Behavioral Health providers, Noble Care, and Mary Magdalene/Safe Streets. These agencies work collaboratively with shelter staff to assess eligibility, coordinate intake, and connect individuals to appropriate services based on individual needs and program capacity.

As of January 6, 2026, the shelter was operating at near capacity, with 79 residents and 13 pets onsite. Two emergency shelter beds remain available for referral by the Tracy Police Department. Shelter bed utilization fluctuated between 82 percent and 98 percent, with an average occupancy rate of approximately 90 percent during this reporting period. The TEHF also serves as the City's designated warming and cooling center during periods of inclement weather.

Allowing shelter clients to remain with their pets is a key component of the shelter's low-barrier model. Many individuals experiencing homelessness list fear of losing their pets as a primary reason for declining shelter. By accommodating pets, the TEHF reduces barriers to entry, improves engagement with services and supports emotional stability

for shelter clients. This approach increases shelter utilization, promotes continuity of care and reduces the likelihood of individuals returning to unsheltered conditions.

San Joaquin County has partnered with shelter staff to provide a mobile health clinic on a monthly or as-needed basis to support continuity of care. The shelter also collaborates with numerous service providers based on client need, including San Joaquin Health, Community Medical Centers, Aegis, San Joaquin County Behavioral Health Services, Tracy Clinic, County Mobile Crisis Team, Prevail, Whole Person Care, San Joaquin County Public Health Services, the Human Services Agency, the Department of Motor Vehicles, and the Social Security Administration.

In addition, the City and shelter operator coordinate with local hospitals, primarily Sutter Health, regarding referrals to the TEHF. As part of ongoing efforts to strengthen this referral relationship, the City has reinforced clear referral criteria for hospital intakes to ensure the shelter is an appropriate discharge destination. Hospital referrals are accepted only for individuals who are medically stable and able to independently perform activities of daily living (ADLs) and who require no higher level of care beyond outpatient support.

The planned implementation of a Medical Respite Program will further strengthen this referral pathway by creating a designated care option for individuals who are not sick enough to remain hospitalized but are too medically fragile to safely recover on the streets or in a traditional shelter environment. Medical respite programs improve health outcomes and stabilizing individuals experiencing homelessness. For the City, this model will reduce strain on emergency services, improve continuity of care, and create new opportunities for Medi-Cal reimbursement through the CalAIM initiative, helping offset operational costs while improving service quality.

During this reporting period, 64 individuals exited the shelter to another housing destination (“positive exits”). These outcomes reflect the effectiveness of the City’s low-barrier, housing-first model and the intensive case management services provided onsite.

Salvation Army shelter staff also worked collaboratively with the Tracy Animal Shelter and Community Medical Center to assist clients with registering pets as service animals, reducing barriers to housing placement and increasing the likelihood of long-term housing stability.

In addition to individual housing outcomes, the TEHF has had measurable community-wide impacts. Public Works data shows a significant reduction in encampment debris removal over the past three fiscal years, indicating fewer unsheltered encampments and reduced environmental and public health impacts:

- FY 2022/2023: 354 tons of encampment debris removed
- FY 2023/2024: 83 tons of encampment debris removed
- FY 2024/2025 (to date): 34 tons of encampment debris removed

This trend is further supported by Police Department data, which shows a decrease in homeless-related cases from 141 in 2024 to 71 cases reported to date in 2025, representing 70 fewer reported incidents across both park areas and public street locations.

This downward trend reflects the stabilization of individuals through shelter placement, improved service connection, and reduced unsheltered activity in public spaces. These outcomes demonstrate how investments in shelter operations and supportive services benefit not only program participants but also the broader community by improving park safety, reducing unsheltered-related debris and hazards and decreasing cleanup costs.

Housing referrals included the Housing Authority of the County of San Joaquin, Central Valley Low Income Housing (HDAP), Insight Housing, HUD-VASH, Elegant Care, Tracy House, Redwood Family Center, Emerson & Rochester House, SSBF and SSVF Veteran Services, Tri-Valley Haven, and Shepherd's Gate. Referrals to treatment and transitional housing programs included Hope Harbor, The Lakes, Salvation Army Adult Rehabilitation Center (ARP) and Adult Rehabilitation Center (ARC) programs, sober living environments, and mental health programs such as Bridge Housing.

During this reporting period, 20 individuals were referred to treatment or transitional housing programs, and 20 individuals were successfully linked and enrolled into those programs, reflecting a 100 percent successful linkage rate. These outcomes demonstrate the effectiveness of the shelter's referral network and the active role case managers play in helping clients navigate complex systems of care.

Employment support remains a high priority for shelter case managers. During the reporting period, 51 individuals obtained employment with employers including San Joaquin General Hospital, Macy's, Glom Transitional Housing, Banta Inn, FedEx Distribution, 511 Tactical Distribution, Amazon, Kettle Ringer's through The Salvation Army, The Salvation Army, Fresh Realm and construction-related employers.

These placements reflect the shelter's focus on long-term stability through income generation, workforce connection and individualized employment readiness planning, which are key components of successful housing retention.

The Salvation Army also facilitates the “Keeping It Clean” initiative, a volunteer-based program that allows TEHF clients to give back to the Tracy community while fostering pride, responsibility, and engagement. A total of 966 community cleanup hours have been completed in the last contract year through this initiative.

Since November 1, 2024, the Salvation Army has achieved the following:

Shelter Services	Totals
Unique Clients*	236
Number of Enrollments**	308
Average Length of Shelter Stays	152
Housing Referrals	173
Positive Destination	64
Employment Assistance	130
Employed	51
Community Cleanup Hours	966
Client Meals Served	94,170

* Numbers and stats are reflective from HMIS data collected effective 11/1/2024-10/31/2025

** Numbers are reflective from HMIS Program Roster Report, data collected effective 11/1/2024-10/31/2025 in total enrollments which includes duplicated clients.

Outreach Update (November 1, 2024 through October 31, 2025)

Encampment Activities

Neighborhood Resource Officers continue to collaborate with Caltrans, the California Highway Patrol, Code Enforcement, Union Pacific Railroad, the Familiar Faces Program, Public Works, The Salvation Army’s Keeping It Clean program, and private property owners to address encampments, illegal debris, safety hazards, and unauthorized activity. These coordinated efforts emphasize outreach and service connection prior to enforcement, consistent with the City’s homelessness response framework.

Two Code Enforcement Officers dedicate approximately 80 percent of their workday to addressing homelessness-related violations, with activity spanning more than 100 public and private locations. Approximately 50 encampment cleanups were conducted during the reporting period, supported by daily outreach and enforcement focused on compliance, blight removal, and connection to services. Neighborhood Resource Officers responded to more than 1,000 incidents related to homelessness, mental health, and quality-of-life concerns.

Street Outreach Activities

The Familiar Faces team continues to support shelter intake, transportation, and coordination with nonprofit and faith-based providers. During the reporting period, the program provided case management services to more than 120 clients and delivered over 936 services, including outreach contacts, referrals, transportation, and document assistance. As a result, 27 clients obtained permanent housing and 69 clients were enrolled into the TEHF.

The Familiar Faces program added a third team member focused on mental health, working closely with the mobile evaluation team to connect individuals to appropriate services and provide follow-up support.

Since November 1, 2024, Familiar Faces has accomplished the following:

- Outreach Contacts: 401
- Case Management Sessions: 209
- Total Number of Service Transports: 107
- Permanent Housing Placements: 27
- Successful Shelter Referrals: 69
- Individuals connected to mental health services: 34

FISCAL IMPACT

This is an informational report with no fiscal impact to the current operating budget. Funding for the contract to operate the City's Temporary Emergency Housing Facility is included in the General Fund's adopted operating budget for Fiscal Year 2025-2026. Subsequent years will be allocated as part of the annual budget process.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Quality of Life Initiative #3 Implement the Council-Adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council receive an informational update on the Temporary Emergency Housing Facility (TEHF) shelter operations activities located at 370 Arbor Avenue, Tracy CA 95304.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Director of Parks, Rec and Community Services
Arturo M. Sanchez, Assistant City Manager
Kamal Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A- Informational Update: Homeless Services Division, Shelter Operations Update PowerPoint Presentation

Attachment B- Homeless Services Division—Operational Grant Funding Administered and Monitored

Informational Update: Homeless Services Division, Shelter Operations, Outreach

February 3, 2026

Virginia Carney, Homeless Services Manager



HOMELESSNESS STRATEGIC PLAN — SUMMARY

GOAL 1

Increase Housing Options in the City of Tracy

1. SHORT-TERM: Identify immediate temporary “Emergency Housing” options & integrate crisis support services.
2. MID-TERM: Identify “Transitional Housing” options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing “Permanent Housing” with continued support services from Case Managers.
4. CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2

Increase Access to Coordinated Support Services for People Experiencing Homelessness

1. Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3

Develop Action Plans for Engaging with People Experiencing Homelessness

1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.’s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

GOAL 4

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to “Case Managers” for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent “new” at-risk individuals from becoming homeless.

OBJECTIVES



OVERVIEW

- Homeless Services Division Updates
- Shelter Operations Updates
- Outreach Updates

HOMELESS SERVICES DIVISION UPDATE— OPERATIONS & LEADERSHIP

- Oversees daily operations of the City's homelessness programs, including ownership and management of the Temporary Emergency Housing Facility (TEHF)
- Implements City Council's Strategic Plan to End and Prevent Homelessness
- Current shelter operator: The Salvation Army (TSA), Stockton Corps – operating Phases III and IV of the TEHF campus
- Performance monitored monthly and annually using HMIS data to ensure compliance, service quality, and continuous process improvement
- Active leadership within the Continuum of Care (CoC), Homeless Services Manager appointed Chair as of January 8, 2026

HOMELESS SERVICES DIVISION UPDATE- FUNDING & GRANTS

- HSD has secured approximately **\$3.4 Million** in grant funding to support shelter operations
- Upcoming funding opportunities include HHAP-5 (applied December 2025) and CDBG FY 2026/2027 (City)
- CoC preparing to release NOFAs for PLHA and HHAP-6

Funding Source	Submittal Date	Federal/State/Other	Description	Agency Name	Status/Notes	Total Awarded
Health Plan of San Joaquin (HPSJ)	September, 2022	State	Operations	Department of Health Care Services (DHCS)	Awarded	\$ 1,200,000
Homeless Housing, Assistance and Prevention (HHAP) Round 3	November, 2022	Federal	Operations	SJC	Awarded	\$ 251,795
HPSJ	May, 2023	State	Operations	DHCS	Awarded	\$ 595,000
EFSP Phase 41-1st Allocation	May, 2024	State	Operations	Emergency Shelter Food Board Program (ESFBP)	Awarded	\$ 12,968
Kaiser	July, 2024	Local	Operations	Kaiser Permanente	Awarded	\$ 95,000
HHAP Round 4	October, 2024	Federal	Operations	SJC	Awarded	\$ 436,246
EFSP Phase 41-2nd Allocation	December, 2024	State	Operations	ESFBP	Awarded	\$ 18,282
FY25-26 CDBG Program-County	February, 2025	Federal	Construction	HUD	Awarded	\$ 18,850
Providing Access and Transforming Health (PATH) Capacity and Infrastructure, Transition, Expansion, and Development (CITED) Round 4	May, 2025	State	Operations	DHCS	Awarded	\$ 664,000
Technical Assistance	May, 2025	State	Operations	DHCS	Awarded	\$ 149,824
HHAP-5	December, 2025	Federal	Operations	SJC	Application Submitted	Pending
					Total Operational Grant Amounts Received	\$3,441,965.00

SHELTER OPERATIONS

- During the contract period of November 1, 2024, through October 31, 2025, The Salvation Army has accomplished the following:
 - Served a total of 236 Unique Clients*
 - Total Number of Enrollments**: 308
 - Served a total of 94,170 meals
 - Total of 966 Community Clean-Up Hours through the “Keeping It Clean” initiative

Employment Opportunities:

- San Joaquin General Hospital
- Macy’s
- Glom Transitional Housing
- Banta Inn
- FedEx Distribution
- 511 Tactical Distribution
- Amazon
- The Salvation Army
- Fresh Realm
- Construction-related employers

Shelter Services	Totals
Unique Clients*	236
Number of Enrollments**	308
Average Length of Shelter Stays	152
Housing Referrals	173
Positive Destination	64
Employment Assistance	130
Employed	51
Community Cleanup Hours	966
Client Meals Served	94,170

* Numbers and stats are reflective from HMIS data collected effective 11/1/2024-10/31/2025
 ** Numbers are reflective from HMIS Program Roster Report, data collected effective 11/1/2024-10/31/2025 in total enrollments which includes duplicated clients.

SHELTER OPERATIONS UPDATE

- Access to TEHF coordinated through a network of local referral partners to ensure appropriate placement and continuity of care
- Shelter operates at or near capacity; as of January 6, 2026: **79 residents and 13 pets onsite**, with 2–3 beds reserved for law enforcement emergencies
- Average shelter utilization is **90%** (range: 82%–98%), shelter also serves as the City’s warming and cooling center during inclement weather
- Monthly mobile health clinic provided through partnership with San Joaquin County; additional collaborations support client medical, behavioral health, and social service needs
- City coordinates with local hospitals (primarily Sutter Health) to ensure referrals meet medical stability and independent living criteria

COMMUNITY-WIDE IMPACTS OF SHELTER OPERATIONS

Community Preservation Unit (CPU) Encampment Debris Reduction

- FY 2022/23: 354 tons
- FY 2023/24: 83 tons
- FY 2024/25 (to date): 34 tons
- Since the shelter has been opened, CPU has seen an approximate 90% reduction in overall encampment debris

Public Safety Outcomes (TPD Data)

- 2024: 141 cases
- 2025 (to date): 71 cases
- 70 fewer reported incidents across both park areas and public street locations

What This Means for the Community

- ✓ Fewer unsheltered encampments in public spaces
- ✓ Increased stabilization through shelter placement
- ✓ Improved service connection and continuity of care
- ✓ Safer parks and public areas
- ✓ Reduced environmental hazards and cleanup demands



SHELTER OPERATIONS

CLIENT SUCCESS HIGHLIGHTS

➤ Cory's Story

Cory lived in Tracy for over a decade and worked at Amazon before alcohol addiction led to job loss, declining health, and homelessness. After multiple emergency room visits, Cory was referred to the Arbor Avenue Shelter Site. While at the shelter, he participated in the *Keeping It Clean Initiative*, giving back to the community while working with case managers on next steps.

With staff support, Cory entered and successfully completed a treatment program, regained his health, and committed to sobriety. Today, Cory has been reunified with his family, is enrolled in school to complete his culinary certification, and is rebuilding his life.



➤ Grace's Story

Grace experienced homelessness and addiction while living in El Pescadero Park. She first entered the Arbor Avenue Shelter Site, where she was connected to services and later referred to a treatment program. After completing treatment, Grace found sobriety and a renewed sense of purpose.

She returned to Tracy, re-enrolled at the shelter, signed up for housing through Loads of Hope, and in May 2025, secured permanent housing. Just one month later, Grace began working at the Tracy Shelter, where she now serves meals to residents—fulfilling her dream of giving back.











OUTREACH UPDATE- ENCAMPMENT ACTIVITIES

- Neighborhood Resource Officers coordinate with Caltrans, CHP, Code Enforcement, Public Works, Union Pacific, Familiar Faces, TSA's Keeping It Clean program, and private property owners to address encampments and safety hazards
- Outreach and service connection prioritized prior to enforcement, consistent with the City's homelessness response framework
- Two Code Enforcement Officers dedicate approximately 80% of their time to homelessness-related activities across 100+ locations
- Approximately 50 encampment cleanups conducted during November 1, 2024 through October 31, 2025
- Neighborhood Resource Officers responded to 1,000+ incidents related to homelessness, mental health, and quality-of-life concerns

OUTREACH UPDATE- STREET OUTREACH ACTIVITIES

- Familiar Faces team supports shelter intake, transportation, and coordination with nonprofit and faith-based providers
- Provided case management to 120+ clients and delivered 936 services (outreach contacts, referrals, transportation, document assistance)
- 27 clients placed into permanent housing and 69 clients enrolled into the TEHF
- Program expanded with a third team member focused on mental health
- New Familiar Faces team member works closely with the Mobile Evaluation Team to connect clients to appropriate services and provide follow-up support

	New Clients Enrolled to National HMIS Database 147
	Outreach Contacts 401
	Case Management Sessions 290
	Service Transports 107

	Housing Obtained 27
	Shelter Enrollments 69
	Vital Documents Obtained 16
	Obtained Mental Health Services 34

DISCUSSION

Attachment B

Funding Source	Submittal Date	Federal/State/ Other	Description	Agency Name	Status/Notes	Total Awarded
Health Plan of San Joaquin (HPSJ)	September, 2022	State	Operations	Department of Health Care Services (DHCS)	Awarded	\$ 1,200,000
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HHAP-5	December, 2025	Federal	Operations	SJC	Application Submitted	Pending
Total Grant Amounts Received						\$3,423,115.00