



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, April 2, 2024, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2551 335 5651** 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 25513355651#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:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: March 28, 2024

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

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

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

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

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

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

Date Posted: March 28, 2024

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Certificates of Congratulations – San Joaquin County Science Olympiad Competition A Division Winners
2. Proclamation – National Public Safety Telecommunications Week (April 14 – 20)
3. Proclamation – Sexual Assault Awareness Month
4. Proclamation – Arts, Culture, and Creativity Proclamation
5. Proclamation – Grand Theatre Centennial
6. Employee of the Month

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of March 19, 2024 Closed Session Meeting and Regular Meeting Minutes.
- 1.B. The Environmental Sustainability Commission recommends that the City Council adopt a resolution approving the proposed City-Wide Urban Forest Management Plan, to appropriately guide City resources in the planting and maintenance of City Trees.
- 1.C. Staff recommends that the City Council receive the 2023 Water Loss Audit Report.
- 1.D. Staff recommends that the City Council adopt a Resolution, pursuant to Tracy Municipal Code Section 4.12.1190(d) approving the following public alcohol special event permits for events on public property in 2024: (1) Downtown Block Parties (May 3, June 7, July 12, August 2, and September 6); (2) Tracy African American Association (Juneteenth Festival on June 8); (3) Grassroots Resource Connections International (Tracy Jazz and Blues Festival on June 29-30); (4) Blues, Brews, and BBQ (October 5); (5) Girls Night Out – Witches and Broomsticks (October 18); (6) Tracy City Center Association Events (Taps on Tenth on April 6, Downtown Tracy Wine Stroll on August 17, and Car Show with Clutch Burners on September 28); and (7) South Side Community Organization Event (September 14).
- 1.E. Staff recommends that the City Council adopt a Resolution (1) approving a General Services Agreement with ADT Commercial, LLC, utilizing OMNIA Partners cooperative purchasing agreement to lease two mobile security units in the amount of \$59,771 annually for an initial 12-month term; and (2) authorizing the City Manager to administratively extend the Agreement for up to four (4) additional 12-month terms.

- 1.F. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with SC Commercial LLC, DBA SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 for a monthly rental and monitoring fee of \$265.
- 1.G. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4), and (2) approving a Purchase Agreement with Nelco Electrical Supply, Inc., in the amount of \$392,792.45, for the purchase of electrical equipment required for permanent power supplies.
- 1.H. Staff recommends that the City Council adopt two Resolutions approving amendments to two related Professional Services Agreements with CH2M HILL Engineers, Inc. for Design Services for the “Urban and Multi-benefit Drought Relief Grant-funded Recycled Water System Expansion Project,” Capital Improvement Plan Number 74168, as follows: (1) adopt a resolution approving Amendment No. 1 to the Professional Services Agreement for Pipeline Design Services to reduce the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, to decrease the total compensation under the Agreement by \$294,990, to a Not-to-Exceed amount of \$1,565,010; and (2) adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc., for Lammers Road Pump Station Design Services, to modify the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, and increase the total compensation under the PSA by \$294,990, to a Not-to-Exceed amount of \$1,534,990.
- 1.I. Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Tracy City Center Association commencing May 1, 2024, and expiring December 31, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments with a maximum of five (5) years pursuant to the terms of the agreement.
- 1.J. Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Children’s Dance Theatre of Tracy for a three-month period commencing April 15, 2024, and expiring June 30, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments for a maximum term of four (4) years.
- 1.K. The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from the California Department of Health Care Services in partnership with the San Joaquin County Behavioral Health Services and related actions; 2) Appropriating the grant award of \$336,350.00 to the Police Department’s operational budget.

1.L. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) for entering into two agreements with PowerGen, Inc. for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility; (2) approving an interim General Services Agreement with PowerGen, Inc. for nine (9) months effective July 1, 2023 through March 31, 2024 with a not-to exceed amount to \$617,539.47; (3) approving a new General Services Agreement with PowerGen, Inc. with a not to exceed amount of \$657,253.70 with an initial term from April 1, 2024 through June 30, 2025; and (4) authorizing the City Manager to extend the Agreement up to one additional year, subject to the not-to-exceed amount.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff recommends that the City Council conduct a public hearing to consider a report of the final costs for the abatement of weeds, rubbish, refuse, and flammable materials on designated parcels, and upon conclusion, approve such report and assessment of such costs in accordance with Tracy Municipal Code Section 4.12.320.

3.B Staff recommends that the City Council:

- (1) Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the general plan amendment, rezoning, and development review permit for construction of 110 units of very low-income senior housing consisting of two buildings and site improvements on a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street, APN 235-420-16 (Project), in accordance with the California Environmental Quality Act, based on the findings, pursuant to Public Resources Code Sections § 21064.5 and 21080(C);
- (2) Adopt a Resolution approving a general plan map amendment from residential medium to residential high for a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number GPA22- 0008);
- (3) Introduce an Ordinance approving a rezone from medium density residential zone to high density residential zone for a 1.94- acre portion of an overall 6.85-acre site, located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number R22-0005); and
- (4) Adopt a Resolution approving a development review permit and a density bonus for the Project (Application Number D22-0043).

The applicant is Artifex West, Inc. for the Housing Authority County of San Joaquin.

3.C Staff recommends that the City Council discuss and adopt, by motion, proposed talking points for the City Council's meetings with the various federal agencies and legislators that will occur during the 2024 Federal Lobbying Trip in Washington, DC from April 9-11, 2024.

- 3.D Consider and Determine, by Motion, Response to Notice of Brown Act Violation and Request to Cure or Correct and Cease and Desist from Steve Nicolaou dated March 5, 2024.
- 3.E Staff recommends that the City Council receive an informational report regarding the City of Tracy Police Department's Annual Report for 2023.
- 3.F. The Tracy Finance Committee recommends that the City Council adopt a resolution approving the Capital Improvement Projects Prioritization Policy.

- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 19, 2024, 5:00 p.m.

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

1. Mayor Young called the meeting to order at 5:00 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. There was no declaration of conflicts by City Council.
4. Items from the audience – There was no public comment.
5. Request to Conduct Closed Session

5.A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- i. Significant exposure to litigation pursuant to Gov. Code §54956.9, subd. (d)(2) and (e)(3): (One case).

Attachment A – Government Claims Act claim made available pursuant to (e)(3)

5.B. CONFERENCE WITH LEGAL COUNSEL —EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Gov. Code Section 54956.9)

Name of case: *John Arrington, Sr., v. City of Tracy*, San Joaquin County Superior Court, Case No. STK-CV-UCP-2024-0000531

5.C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Gov. Code Section 54956.9)

Name of Case: *Barrio v. Tracy City Center Association, John Oh and City of Tracy*, San Joaquin County Superior Court, Case No. STK-CV-UWT-2023-11324

There was no public comment for items 5.A, 5.B or 5.C.

Bijal Patel, City Attorney announced she will not be in attendance in closed session for items 5.A and 5.B due to potential conflicts of interest. There is special counsel for both of those items: John Natalizio from Best Best & Krieger LLP will be in attendance for item 5.A. Elizabeth Pappy from Burke Williams will be in attendance for Item 5.B. Ms. Patel would be in attendance for item 5.C.

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

Mayor Young arrived at 5:14 p.m.

6. Mayor Young reconvened the meeting to open session at 7:33 p.m.
7. Report of Final Action, if Any – None
8. Council Items and Comments – Council Member Bedolla announced on March 25 the holiday of Holi is celebrated, he stands in solidarity with the community that celebrates the holiday and March 24 there will be a celebration at Lincoln Park.
9. Adjournment – Time: 7:35 p.m.

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

The above agenda was posted at the Tracy City Hall on March 15, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

March 19, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:40 p.m.

There were no actions taken pursuant to AB 2449.

Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. City Council had no declarations of conflict.

Bishop Bill Young, Church of Jesus Christ of the Latter-Day Saints offered the invocation.

Mayor Young requested a Moment of Silence for Sam Matthews who passed away and was recognized as historian of our City, worked at the Tracy Press since 1957 becoming editor and publisher for many years carrying on the family business and passion for community journalism.

Mayor Young presented Certificates of Congratulations to the San Joaquin Mock Trial First Place Winners.

1. CONSENT CALENDAR – Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.
 - 1.A. Adoption of March 5, 2024 Special Meeting and Regular Meeting Minutes.– **Minutes were adopted.**
 - 1.B. City Council adopt a Resolution approving the 2024 Professional Services Agreement with Guidepost Solutions, LLC for the Security System Implementation for the City’s Water Facilities Project, CIP 75169, for the remaining scope of work for the Project, in a not-to-exceed amount of \$35,706.88, with a term commencing January 1, 2024, and ending December 31, 2024. – **Resolution 2024-033** approved the agreement with Guidepost Solutions, LLC.
 - 1.C. Adopt a Resolution amending the City’s Conflict of Interest Code to add and remove designated City Officers and employee classifications, as required by the California Political Reform Act.– **Resolution 2024-034** amended the City’s Conflict of Interest Code.
 - 1.D. City Council adopt a resolution 1) accepting a \$443,429 grant from the State Water Resources Control Board for the California Extended Water and Wastewater Arrearage Payment Program; and 2) appropriating the full grant funds to the Water and Wastewater funds to be applied as credits against residential and commercial water and wastewater arrearages.– **Resolution**

2024-035 accepted the grant from the State Water Resources control Board and Wastewater Arrearage Payment Program and appropriated funds.

- 1.E. City Council adopt a resolution (1) accepting the construction for the Slurry Seal Project, FY21-22, CIP 73184, (Project) completed by American Asphalt Repair & Resurfacing Co., Inc., of Hayward, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State law; and (4) authorizing the Finance Department to close the Project. – **Resolution 2024-036** accepted construction for the Slurry Seal Project, FY 21-22, CIP 73184 completed by American Asphalt Repair & Resurfacing Co., Inc., authorized the Clerk to file the Notice of Completion, authorized the release of bonds and retention payment, and authorized the Finance Department to close the project.
- 1.F. City Council adopt a resolution approving the Professional Service Agreement with Harris & Associates, Inc., for a not-to-exceed amount of \$332,848 to provide professional engineering services in furtherance of Capital Improvement Project 73186.– **Resolution 2024-037** approved the agreement with Harris & Associates, Inc.
- 1.G. City Council adopt a resolution (1) accepting the public improvements for Orchard Park within Ellis Town and Country, Tract 4007, constructed by LS-Tracy, LLC, and accepting future maintenance and repair, (2) authorizing the City Clerk to file the Notice of Completion for Orchard Park with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Orchard Park improvement security in accordance with the terms of the Subdivision Improvement Agreement, as amended. – **Resolution 2024-038** accepted the public improvements for Orchard Park within Ellis Town and Country, Tract 4007 constructed by LS-Tracy, LLC, authorized the Clerk to file the Notice of Completion, and authorized the City Engineer to release the Orchard Park improvement security.
- 1.H. The Planning Commission recommends that the City Council receive the 2023 Annual Progress Report for the General Plan and Housing Element as required by the State Office of Planning and Research and Housing and Community Development Department regarding the implementation progress of the Tracy General Plan and the Housing Element. – **Report received.**
- 1.I. City Council: Adopt Resolutions finding, for each of the below, that strict compliance with the contracting procedure for "general services" under Tracy Municipal Code Section 2.20.180(b)(4) is not in the best interest of the City and
 - i) A) Rescinding Resolution #2023-230 approving a General Services Agreement with Jim Brisco Enterprises, Inc. for Wastewater Treatment Biosolids Loading, Hauling and Disposal for a term of one (1) year beginning on September 1, 2023, and a not-to-exceed amount of \$176,700 annually and
B) Approving Jim Brisco Enterprises, Inc. for Wastewater Treatment Plant Biosolids Loading, Hauling and Disposal for a term of one (1) year

- beginning on December 5, 2023 and a not-to-exceed amount of \$176,700 annually;
- ii) Approving a General Services Agreement with Alpha Analytical Laboratories, Inc. for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length and not-to-exceed annual amount of \$60,180 per fiscal year; and
 - iii) Approving a General Services Agreement with Eurofins Eaton Analytical, LLC for Laboratory Testing Services for a term of fifteen (15) months, with an administrative option to extend for up to five years, in any combination of length, and a not-to-exceed annual amount of \$23,451 per fiscal year.

Resolution 2024-039 – 1) Finding, pursuant to Tracy Municipal Code Section 2.20.180(b)(4) that strict compliance with City contract procedures is not in the best interest of the City for a General Services Agreement with Alpha Analytical Laboratories, Inc.; and 2) Approved a General Services Agreement with Alpha Analytical Laboratories, Inc. for a initial fifteen month term, with an administrative option to extend up to an additional five years, in any combination of length, for an annual not-to exceed amount of \$60,180 per fiscal year to conduct laboratory analysis and testing services for the Utilities Division Laboratory.

Resolution 2024-040 – 1) Finding, pursuant to Tracy Municipal Code Section 2.20.180(b)(4) that strict compliance with City contract procedures is not in the best interest of the City for a General Services Agreement with Eurofins Eaton Analytical, LLC., and 2) Approved a General Services Agreement with Eurofins Eaton Analytical, LLC. for an initial fifteen-month term, with an administrative option to extend up to an additional five years, in any combination of length, for an annual not-to exceed amount of \$23,451 per fiscal year to conduct laboratory analysis and testing services for the Utilities Division Laboratory.

Resolution 2024-041 – 1) Rescinded Resolution #2023-230 approving a General Services Agreement with Jim Brisco Enterprises, Inc.; 2) Finding, pursuant to Tracy Municipal Code Section 2.20.180(b)(4) that strict compliance with City contract procedures is not in the best interest of the City for a General Services Agreement with Jim Brisco Enterprises, Inc.; and 3) Approved a General Services Agreement with Jim Brisco Enterprises, Inc., for the loading, hauling, and disposal of wastewater treatment biosolids for a one-year term beginning on December 5, 2023, with a total not to exceed amount of \$176,700.

2. ITEMS FROM THE AUDIENCE – Robert Tanner spoke about entering Parkside from Corral Hollow, and when turning left down Parkside going south the center divide yellow striping does not go through to the end of the street and confuses people. The lanes are dedicated to bicycles and green paint lanes, not supposed to drive on it but goes through houses that do drive on that area. Why are there lanes dedicated to bicycles, missing yellow striping. People asking for striping to go down the middle of the road.

Matthew Henderson, Attorney with Miller Starr Regalia representing Surland Companies, stated Surland is confused as to why the City is on the current course it is on with respect to the Aquatic Center and litigation that the City filed against his client last

month. Mr. Henderson stated they will serve a cost complaint on the City tomorrow. Surland urges the City to change course and approach to the dispute to work cooperatively and collaboratively to get the Aquatics Center done.

Harris McGee shared his concerns regarding the condition of William Adams Park and stated he has called Code Enforcement who responded they are understaffed, close the ticket out and put it in another system. Mr. McGee stated he has to call the City back to find out the status of his ticket. His daughter stumbled on a pothole in the park and for two years he has been asking the City to fix it.

Melvin Jackson stated three members of Council do not represent the voice of the people and are controlled by the City Attorney who seems to have them dangling from strings like puppets holding up building projects costing the City millions. Mr. Jackson continued to share concerns regarding the City Attorney and Council Members Bedolla, Evans and Mayor Pro Tem Davis and stated an investigation needs to occur.

Council Member Evans stated he disagreed with every single characterization that was stated by Mr. Jackson.

Mayor Pro Tem Davis also disagreed with the characterization of the speaker but does agree there needs to be an investigation of everyone on Council and City of Tracy and would push for an investigation. Council Member Evans supported an investigation.

A resident spoke on behalf of the people from the shelter and shared his concerns regarding the Salvation Army since it has taken over the shelter. Salvation Army are controlling and have imposed rules on people that are impossible to follow. Have moved people from Stockton coming to the shelter to have them stay on the side they are not allowed to go on. Supposed to be given choice of new or old part and choice was taken away when told to move to the new part and now behind 8-foot fencing and are not allowed to walk on old part. Shared concerns regarding fairness and people being put back on the street.

Sandy Taylor referred to a presentation to Council given in February 2022 regarding Measure V revenue saying \$65 million budget for Aquatic Center and Council committed \$31 million for the Multi Gen Center. The community design plans for the Aquatic Center which have been worked on for years have been rejected. The Aquatic Center is in the middle of litigation instigated by the City. It needs to stop. Measure V passed to provide recreational amenities for the community and all amenity projects need to get done and treated equally.

Roy Hawkins stated bringing the Aquatic Center to Tracy remains a top amenity the residents most desire. Their group has collected thousands of petitions in support of building the center designed by the community. The community does not deserve a watered-down version of the park which we can assume the City is pursuing. Why does the City keep wasting time and money. The City's unwillingness to resolve issues with Surland and our group in good faith is unfortunate. Let's get it all built at once.

Dotty Nygard, President of Tracy Earth Project stated their group consists of volunteers from the community and are passionate about bringing information to the community. Signature event is Tracy Earth Day and will be presenting the event downtown at Ninth and Central. Their theme is electrify Tracy and are bringing in great agencies to show

the public what is available from incentives and grants. Ms. Nygard shared concerns about this years permit fees being 300% higher than in the past. Strongly recommends it comes back at a later time to make sure it is incorporating nonprofits.

Robert Bartlow shared concerns regarding the City Attorney and three Council Members not representing the people. At a Council meeting 27 people spoke about keeping the supermajority vote and the Council accepted the 6 over the 27. The three chose to overrule the District Attorney's ruling mainly so they could fire the City Manager with three votes and shared his concerns regarding that item. Mr. Bartlow implied the City Attorney is the puppeteer dangling the three Council Members and spoke about the Mayor being censured because she is uncovering corruption.

Mayor Pro Tem Davis disagreed with the characterization by the speaker and asked to be put in the record that the Mayor did not do her duties stating to the speaker that he is not to speak directly the names of individual Council Members and not to direct us as puppets and the Mayor did not do anything.

Burnell Shull stated the current Council Members are the best we have ever had. Ms. Shull asked who approves and sets up systems to patch our roads and why are we doing it with an outside contractor and shared concerns regarding the contractor not fixing the holes and holes getting bigger and bigger. There are many sidewalks that are unwalkable.

3. REGULAR AGENDA

3.A. Deliberate Proposed Amendments to the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (Appointment Policy) and, upon Conclusion of such Deliberations, adopt one of the following Resolutions:

- 1) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and make final recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to final approval of the City Council; OR
- 2) Resolution amending the Appointment Policy to allow the full City Council to interview candidates and create an appointment list from which the Mayor may select proposed appointees, subject to final approval of the City Council

Mayor Young called for a recess at 8:58 p.m. to allow for staff to make corrected copies of a handout.

Mayor Young reconvened at 9:16 p.m.

Mayor Young shared her concerns regarding the agenda item and the Mayor's role in the appointment process.

Kimberly Murdaugh, Interim Assistant City Manager provided the staff report and presentation and responded to Council questions.

Council comments and questions followed.

Midori Lichtwardt, City Manager, Bijal Patel, City Attorney and Karin Schnaider, Assistant City Manager responded to Council questions during the item.

Robert Tanner stated some people do not want to be interviewed in a public session. The system has worked for years. Because the Mayor has got her feelings hurt, we have to change it. Previous Mayors have worked with the other system. The policy needs to stay the same, it is not broken.

Alice English stated it is not about the Mayor's decision, it is the Council's. This decision is based on the whole Council. It should never be personal. Make the best decision for the whole City for Councils going forward.

Mayor Young expressed her opposition to Ms. English's comment.

Mayor Pro Tem Davis asked for the Clerk to put on the record that Ms. English has not violated anything.

Mayor Young called a recess at 10:18 p.m.

Mayor Young reconvened the meeting at 10:37 p.m.

Public comment continued.

Jim Freeman reminded Council they are elected to serve the City and stated he had supported this Mayor but agrees with the comments made by Mr. Tanner and Ms. English. Previous Mayor's have let things go on in natural progression. Progression is obviously in opposition to certain people on the dais. After all these arguments this will go back in forth and end up with a vote. Move on.

Andrew Christensen stated it is a public position and the public interviewed by City Council seems reasonable. Seeing our elected leaders arguing back and forth makes everyone look bad and for that reason the public interviews add to the aspect of public trust and building confidence of their leaders. Cooler heads prevail, there is no point getting heated.

Council comments continued.

ACTION: Council Member Bedolla made the following motion including the Council's recommended changes to Option A as clarified by the City Attorney:

Adopt a Resolution amending the Appointment Policy to allow the full City Council to interview candidates and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to final approval of the City Council.

Ms. Patel clarified Council's recommended changes to Option A:
Under Section D-1 – change word final to *informal* recommendations
Under Section D-2 – the Mayor *may* endeavor to propose appointees as opposed to shall endeavor to propose appointees
Section D-2 - Strike last sentence of Section 2 - The alternates shall be chosen from the eligibility list if it has been created.

Mayor Pro Tem Davis seconded the motion.

Council Member Arriola requested a friendly amendment to the motion.

Section D-3 – Change: the Mayor *shall* propose an alternate appointee..... to the Mayor *may* propose an alternate appointee...

Council Member Bedolla agreed.

Ms. Patel reminded Council it is an obligatory responsibility of the Mayor. She shall propose an alternate appointee.

Council questions and discussion continued.

Council Member Arriola suggested the following friendly amendment:
Section D.3 – adding *may require a reopening of the application period* to the end of the last sentence in Section D.3.

Council Member Bedolla accepted the friendly amendment and Mayor Pro Tem Davis seconded the friendly amendment.

Council questions continued.

ACTION: Council Member Bedolla restated his motion with the amendment and Mayor Pro Tem Davis seconded the motion to adopt **Resolution 2024-042** amending the Appointment Policy as amended to allow the full City Council to interview candidates and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees, subject to approval of the City Council; with amendments to reflect in Subsection D-1 that it be stated *informal* recommendations, Subsection D-2: the Mayor *may* endeavor to propose appointees. Strike the final sentence of Subsection D-2, Subsection D-3: add to final sentence the Mayor may elect to reopen the application process. Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young opposed.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – None

Council Member Bedolla left the meeting at 11:58 p.m.

6. COUNCIL ITEMS – Council Member Evans requested bringing back the policy surrounding the issuance of certificates, proclamations, keys to the City, and other recognitions and ceremonial items to discuss and decide as a Council body if Council should have some say so in who, when and where they are issued. Additionally, he noticed there is a 15-minute time limit for presentations that is not being implemented, is not feeling 15 minutes is enough time but need to bring before Council and determine a time limit or some kind of methodology that we can support and implement in Council. As seen today that we cannot just let comments go from the beginning of an agenda

item. There must be some time limit to be respectful of Council, staff and members of the community. Mayor Pro Tem Davis supported the request.

Council Member Evans stated he was referring to review of Section 5.5 of the Council Protocols and Rules of Procedure.

Bijal Patel, City Attorney confirmed two of the items requested (presentation time limits and Council comments time limits overall) are in the meeting protocols but the ceremonial documents and keys to the City are in a separate Ceremonial Policy.

Mayor Young stated she has concerns with the entire thing being looked at because the last time we looked at it she had submitted 13 pages of conflicting information between the two and found out later that Ms. Patel made the determination that her submittal would not be included.

Ms. Patel clarified Mayor Young sent the document hours before the meeting and it was not possible to get it published as it was too late. Staff runs around all day long on a Council day and she did not see it in her email until right before the meeting and that is why it didn't make it.

Mayor Young stated it is kind of like the same thing as this item that affects this role and the ceremonial thing, it's a systematic attack on the Mayor's role.

Mayor Pro Tem Davis disagreed with that characterization.

Mayor Young said it is true – it is systematically against her. Staff has all of this information and give her things at the last minute which took her days to write the information for her to disregard.

Ms. Patel responded the Mayor bullies her at every meeting, it is tiresome and she is doing her job.

Mayor Young responded we can't have agenda items that affect the roles and responsibilities of the Mayor and the Mayor not have an opportunity to adequately address it.

Ms. Patel responded the agenda is published by a deadline and the Mayor's comments were sent hours before the meeting for staff to evaluate that information before the meeting starts. It is impossible for staff to do that with back-to-back meetings the entire day on a Council meeting day. Ms. Patel added the Mayor makes it sound as if she is intentionally ignoring her and her comments but she is not and is trying her best to address all of the Mayor's comments and emails to the extent that she can. This is a good example; the Mayor raised the issue, and she did an analysis and agreed with the Mayor and came back and here we are still discussing a policy change.

Mayor Young responded that Ms. Patel did but did not come back with enough time with real options and that is a problem when it affects this role and the same thing with the Policies and Procedures. It needs to be looked at it holistically. There are a lot of questions she has and a lot she has submitted that have been ignored but it affects this role. Don't understand what the problem is when it is systematically taking away the

powers. Mayor Young stated she takes it as another systematic role because it falls under Mayor as it does across the state and many other cities.

Mayor Pro Tem Davis stated these are disparaging comments against the Council and Code of Conduct and disagree and asked the Mayor to discontinue. This is not an agenda item and the Mayor is having a discussion.

Mayor Young requested to bring back the entire Protocols and Procedures to look at because there are other areas and different discrepancies.

Council Member Evans responded the Mayor is more than welcome to bring up whatever item and ask for whatever item to bring back to this Council, has have been doing this for almost 12 years as does not think he has to tell her to do that, go ahead.

Midori Lichtwardt, City Manager stated the process is that a Council Member has made a request that is seconded and staff will come back and have that discussion so Council can provide direction so we do not go off in 100 different directions. Ms. Lichtwardt stated she will bring back the whole policy for discussion and let Council decide which items they would like to zero in on, come back with proposals, do a survey, whatever Council directs us to do and then she will make a decision as City Manager on how much time this is going to take, how it is going to impact other items we are working on and give Council a realistic timeframe to come back with proposed amendments based on their discussion. The entire document at the Council's discretion is up for discussion.

Council Member Evans stated he wanted it to be as expeditious as possible, sooner than later. Don't know if it needs to be kept its own item or a broader conversation as a whole.

Ms. Lichtwardt responded it would be a two-step process, would bring back a discussion item. Possibly if it was brought back in June, would have the legislative break and come back in August with proposal. Ms. Lichtwardt confirmed it is the ceremonial document and the rest is in your protocols. Heard issuance of certificates, key to the City, time limits for presentations, Council time limits for each agenda item as a whole. Meeting protocols and ceremonial documents.

Council Member Arriola requested support by an email or memorandum related to the nonprofit fee schedule and more information about the recent changes in case we want to make changes.

Karin Schnaider, Assistant City Manager responded the fee schedule will be coming back to the Finance Committee for its annual review and then it will come to Council with the adoption of the budget. Staff will give the Finance Committee and the Council an opportunity to review the entire annual master fee schedule because they do a CPI annually. We can make sure that particular fee is highlighted.

Council Member Arriola stated obviously as a City we have initiated litigation against Surland, he stands by that decision and was curious if there was any interest of in addition to litigation, any interest in arbitration or mediation to possibly resolve it before a law suit litigation. Mayor Young supported the request.

Ms. Patel responded she would recommend if seeking some discussion on options on resolving the litigation it would have to be done in closed session so staff can give you some direction. The item can come back on April 16.

Council Member Arriola stated again no change in litigation, an alternate dispute resolution if possible.

Ms. Patel responded the City already has a pending lawsuit and would have to do it in closed session.

Council Member Arriola wished everyone a Happy Easter.

Mayor Pro Tem Davis thanked both Tracy Babe Ruth and Tracy Little League for inviting herself, staff and other members of the Council to their opening ceremonies on Saturday, and stated Tracy Babe Ruth is interested in bringing the little league world series event to Tracy. It is a huge event and asked for support to have a conversation about how we can help facilitate bringing that world series event to the community. It would be great for the leagues, recognizing Legacy Fields, CNN and other stations cover the series. Would be good for the City from a promotional standpoint to help Babe Ruth bring that here and come and present to Council. Would like to have it come as soon as possible, April or May as it takes a year to plan for. Mayor Young supported the request.

Mayor Pro Tem Davis stated she went to Legacy Fields and traffic was a parking lot on Tracy Blvd and wanted to talk about alternate access to get into Legacy Fields. Emergency vehicles have a different way to get into Legacy Fields. Took her 35 minutes and multiple light cycles to get from her home to Legacy Fields. It's a good problem to have because it means Legacy Fields is being utilized but need to look at alternate access. Council Member Arriola supported the request.

Ms. Schnaider responded that this has already come to the attention of our Directors and City Engineers and that study has already been requested internally, takes a lot of time so it will not be coming back right away. We do an internal study and will determine if there is an action item that needs to come back to Council or happen at the operations level. Will keep Council apprised. It may be able to be resolved with City resources.

Mayor Pro Tem Davis stated she has asked several times about an ordinance regarding vacant buildings and an update about what other cities are doing to ensure commercial buildings aren't just sitting vacant again and negatively impacting our economic development opportunity. Don't need support as this is about the sixth time she has asked for it.

Ms. Lichtwardt responded it is partially a staffing issue. We are trying to restaff our Economic Development Department. We know it is important and are trying to prioritize and will endeavor to provide an update as soon as we can.

Mayor Pro Tem Davis stated Trader Joes is the number one desired store in Tracy, have to go to Stockton and Livermore, am always optimistic and if they did come to Tracy it would be nice to have a plan for these vacant buildings that maybe they can go into. Would like to know the policy for doing that and what are we doing to attract more businesses who don't want to see huge vacant buildings.

Kimberly Murdaugh, Interim Assistant City Manager responded Economic Development staff is attending ICSC which is a retail conference next week and they are doing a ton of outreach and have talked significantly about Trader Joes and Whole Foods and Sprouts. They have got their marketing materials and are conducting a lot of outreach and will endeavor to return late spring early summer with an economic development update which will include talking about vacant buildings and how we are marketing those buildings to fill them as soon as possible.

Mayor Pro Tem Davis thanked Central School for inviting her and Council colleagues for Read Across America night. Got an opportunity to read a book in Spanish. Nice event. Thanked Hector John and his Para Siempre Boutique for having two Easter bunny events for kids for the last two Saturdays.

Mayor Pro Tem Davis gave a shout out to McHenry House for their Boots and BBQ event they had at Jeff and Janet Brown's hangar.

Mayor Young wished everyone a happy Easter and thanked Babe Ruth for the invitation to be a part of their opening ceremonies on the past Saturday and being able to throw out the first softball.

7. ADJOURNMENT – Time: 12:18 a.m. Wednesday, March 20, 2024.

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

The above agenda was posted at the Tracy City Hall on March 15, 2024. 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

The Environmental Sustainability Commission recommends that the City Council adopt a resolution approving the proposed City-Wide Urban Forest Management Plan, to appropriately guide City resources in the planting and maintenance of City Trees.

EXECUTIVE SUMMARY

The City of Tracy has the potential to support nearly a 45% tree canopy cover. However, with development and constraints on funding, the City should first work towards a goal of 40% canopy cover over the next 20 years.

The City of Tracy was awarded a grant through the Cal Fire Urban Forestry California Climate Investment Grant Program in 2017. Cal Fire provided this funding to encourage communities to create a plan that would enable them to not only plant hundreds of trees within their communities, but also empower communities to set achievable goals and objectives for updating City ordinances and policies that are beneficial to the urban forest. In a commendable collaboration, the Operations Division of the City of Tracy joined forces with Davey Resource Group, leveraging their expertise to bring the City-Wide Urban Forest Management Plan to life. On March 4, 2021, staff delivered a presentation to the Parks and Community Services Commission, and subsequently, on October 26, 2023, to the Environmental Sustainability Commission. The Parks and Community Services Commission, Environmental Sustainability Commission, and staff recommend that the City Council adopt the City-Wide Urban Forest Management Plan attached as Attachment A (UFMP).

The purpose of the UFMP is informational, to guide the policies and practices of City Parks and Public Works departments and to promote consistency regarding maintenance of City trees. The UFMP provides a guide for managing, enhancing, and growing Tracy's community tree resources over the next 20 years. The plan also includes goals for long-range planning to promote sustainability, species diversity, and greater canopy cover. Some other cities go further than an informational document and integrate their Urban Forest Management Plans into local ordinances and development standards.

BACKGROUND AND LEGISLATIVE HISTORY

In response to the environmental challenges that have hurt California, in June of 2017, the City of Tracy secured a significant victory with the award of a Cal Fire Urban Forestry California Climate Investment Grant, which City Council accepted through Resolution 2017-076. This grant was borne from the adversity of California's frequent wildfires and opened new opportunities for the City through the expansion of its urban canopy and the implementation of an Urban Forest Management Plan. The funding allowed the City to reinvigorate its overall canopy by planting hundreds of trees that will sequester millions of pounds of carbon from the atmosphere and also provided funding for the development of the formal UFMP.

The UFMP lays a foundational policy framework, offering guidance to City staff as they navigate the proposal of new ordinances and policies to City Council, aimed at nurturing Tracy's green legacy. Following the award of the grant, staff, in collaboration with Cal-Fire, has made remarkable strides, planting over 800 trees during the grant period and continuing this green surge with hundreds more in the subsequent years. This effort shows the pressing need for green policies, safeguarding our environment for the enjoyment and health of future generations. Building on other plans, such as the current Parks Master Plan, Sustainability Action Plan (2011), City of Tracy General Plan (2011), and Bikeways Master Plan (within Roadway & Transportation Master Plan), this plan represents a shared vision for urban forestry that was shaped by Tracy residents, elected officials, and other stakeholders.

The City began the process of developing the UFMP by enlisting the expertise of Davey Resource Group, a consulting firm chosen through a formal RFP process in accordance with TMC 2.20.140. Davey Resource Group was awarded the contract on May 1st, 2018 by City Council Resolution 2018-074. A thorough analysis of the current tree canopy and City policies began. By May 2020, the UFMP had been substantially developed, and staff was poised to present the initial draft to the City's Parks and Community Services Commission. Unfortunately, the advent of the COVID-19 pandemic necessitated a pause in presentations and caused a delay in the process for nearly one year.

The initial presentation of the UFMP to the City's Parks and Community Services (PCS) Commission occurred on March 4, 2021 and marked a pivotal moment of community engagement and collaboration. The PCS Commission, alongside the public, dove into a discussion about the plan, offering valuable feedback and posing insightful questions. This culminated in a unanimous 5-0 vote by the PCS Commission, recommending the UFMP's progression to the City Council for further deliberation.

On April 19, 2022, the UFMP was presented to the City Council. The Council's constructive feedback advocating for strategic enhancements propelled the UFMP into a phase of refinement.

Following City Council's direction, staff implemented the suggested changes as detailed in Attachment C, leading to the presentation of the revised UFMP to the Environmental Sustainability Commission (ESC) on October 26, 2023. This allowed for further public engagement, where community members and the ESC alike could offer follow-up questions and suggestions. The ESC's recommendation for the City Council to adopt the plan passed with a decisive 4-1 vote, in a shining example of Tracy's commitment to environmental sustainability. (Attachment B)

ANALYSIS

Key amendments to UFMP recommended by the City Council and Commissions include the following:

- Elevating the overall canopy cover goal to 40%, a testament to Tracy's commitment to expanding its green landscape.
- Ensuring that the City's newly planted trees receive adequate irrigation, aligning with Tracy's high standards for tree care.

- Updating policies and regulations to reflect the latest in urban forestry thought leadership.
- Strategic Partnerships for Urban Infrastructure: The introduction of language aimed at fostering collaborations with utility providers, such as PG&E, to minimize the necessity for tree trimming around above-ground infrastructure. This approach not only preserves the integrity of Tracy's urban canopy but also promotes a harmonious coexistence between urban development and natural beauty.
- Innovative Solutions for Urban Greening: The requirement that all new trees planted in sidewalks and public rights of way are equipped with root barriers, as per Tracy Standard Plans (Parks & Streetscape) Section D 7.4.1. This measure is designed to prevent root-related infrastructure damage, ensuring the long-term health and viability of the urban forest.
- Preservation of Native Trees: A clarification on the impact of the 10/20/30 rule on native tree species, ensuring a diverse and resilient urban forest that honors and incorporates Tracy's indigenous flora.
- Sustainable Water Management Practices: A mandate for the provision of irrigation to trees, even under drought conditions, showing the City's commitment to sustaining its green infrastructure through innovative water management strategies.

The UFMP is a blueprint for the City of Tracy that realizes a vibrant and sustainable urban forest. It recommends aligning urban forest management policy with community expectations and cost efficiency. Some of the recommended policies are:

- Developing a Heritage Tree Ordinance to protect specific species, native trees, specimen trees, or trees of historic value from damage or unpermitted removal.
- Unify guiding documents to transcend departmental changes and address inefficiencies to reduce confusion.
- Revise the Municipal Code as Tracy continues to grow to ensure community needs are being met.

The impact of the UFMP extends beyond the visible horizon, contributing significantly to environmental sustainability through carbon sequestration, stormwater pollution prevention, and the enhancement of air quality, among other benefits. This plan is not merely a document but a dynamic response towards creating a greener, more sustainable Tracy, setting a benchmark for urban forestry.

FISCAL IMPACT

There is no fiscal impact associated with this action. The preparation of the UFMP was funded through the Cal Fire Urban Forestry California Climate Investment Grant.

PUBLIC OUTREACH/ INTEREST

City staff conducted multiple outreach events throughout the grant period including a workshop on May 1, 2019, and four Arbor Day events. At these events, residents and stakeholders were able to participate in discussions and identify goals and objectives for the plan. As shown in the above narrative, the UFMP was also presented to two City Commissions as well as to the City Council for their feedback.

COORDINATION

Operations staff coordinated with other City Departments, Commissions, and outside agencies including the Engineering and Planning Divisions, Parks and Community Services Commission, Environment Sustainability Commission, Tracy Tree Foundation, Tracy Earth Day Project, and Tracy Nature Park Advocates to provide insight and help create a consensus for the goals of the UFMP.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") pursuant to CEQA Guidelines § 15306 because it pertains to information collection and experimental management activities which do not result in a serious or major disturbance to an environmental resource. It is further exempt in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

The UFMP relates to the City Council's Strategic Plan of Good Governance. This plan models good governance by helping to evaluate City policy and provide recommendations to Council about managing a resilient urban forest.

The UFMP also helps to support Council's Strategic Plan for Quality of Life. This plan will assist in making determinations for future roadway infrastructure in regard to the urban canopy and will coexist with the Citywide Infrastructure and Parks Master Plans. It further creates multiple environmental benefits for the community such as air quality, pollution prevention, and healthy mind and body from nature.

ACTION REQUESTED OF THE CITY COUNCIL

The Environmental Sustainability Commission recommends that the City Council adopt a resolution approving the proposed City-Wide Urban Forest Management Plan, to appropriately guide City resources in the planting and maintenance of City Trees.

Prepared by: John Newman, Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director, Utilities
David Murphy, Assistant Director, Operations
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

- A – City of Tracy Urban Forest Management Plan
- B – ESC October 26, 2023 Meeting Minutes
- C – UFMP Questions and Answers

ATTACHMENT A

City of Tracy

Urban Forest Management Plan



Think Inside the Triangle™







City of Tracy

Urban Forest Management

Plan 2022



Think Inside the Triangle™

Prepared for:
CITY OF TRACY
520 Tracy Boulevard
Tracy, CA 95376



Prepared by:
DAVEY RESOURCE GROUP, INC.
1500 North Mantua Street,
Kent, OH 44240
www.daveyresourcegroup.com

▲ Acknowledgements



Tracy City Council

Robert Rickman, Mayor
Nancy Young, Mayor Pro Tem
Dan Arriola, Council Member
Rhodesia Ransom, Council Member
Veronica Vargas, Council Member
Don Scholl, Director of Public Works

City Departments

Public Works
Parks and Recreation
Development Services

Special Thanks to Community Participants



Tracy Tree Foundation



Tracy Nature Park Advocates



PG&E



CalFire



West Coast Arborists



Davey Resource Group, Inc.

Photo Credits

City of Tracy
Davey Resource Group, Inc.

▲ Scope & Purpose

The purpose of the Urban Forest Management Plan (UFMP) is to provide a guide for managing, enhancing, and growing Tracy's community tree resource over the next 20 years. The plan also includes goals for long-range planning to promote sustainability, species diversity, and greater canopy cover.

Community trees are publicly managed trees along streets, in parks, and at City facilities. The UFMP also provides some consideration for private trees because they contribute significantly to Tracy's livability and environmental quality.

Therefore, the UFMP aims to:

- Identify best management practices that support tree health, benefits, and community safety
- Increase health and resiliency of the urban forest by improving species diversity, and by managing pests and invasive species
- Develop a cohesive organizational structure to facilitate collaboration among all urban forest managers

- Nurture an ethic of stewardship for the urban forest among City staff, community organizations, businesses, and residents
- Identify baseline metrics and clear goals for urban forest managers
- Promote community engagement and advocacy for the urban forest

The UFMP includes both long and short-term actions in support of these ends. The plan provides specific goals and actions for managing community trees, preserving and increasing canopy cover, and improving community outreach.



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▲ Executive Summary

What do we have?

The review process established that Tracy has built a strong foundation for an exceptional urban forestry program. The community has made an outstanding commitment to planting, preserving, and promoting the care of trees and other natural resources.

Several factors contribute to Tracy having the tools and information necessary to make well informed and effective management choices. These factors include:

- The support of local non-profits that advocate for the urban forest and provide a volunteer base;
- An Urban Tree Canopy Assessment that includes GIS mapping of the location and extent of Tracy's entire tree canopy (public and private);
- An inventory of public trees in parks, medians, streets, and City facilities;
- A Resource Analysis that defines the composition, benefits, and benefit versus investment ratio of the public tree resource;
- Tree protection regulations that promote the preservation and protection of community trees; and
- A well-trained, dedicated urban forestry staff.

With these tools and a relatively young urban forest, in good condition, Tracy is poised to enjoy increasing environmental benefits and value from its public trees.

Tracy's Urban Forest Benchmark Values

Urban Tree Canopy Cover (Public and Private, 2016)

| | |
|---|-------|
| Overall Canopy Cover | 7.4% |
| Land Use Canopy Cover (Residential & Parks) | 12.8% |
| Impervious Surfaces | 37.9% |

Canopy Benefits (Public and Private, 2016)

| | | |
|-----------------------|-------------|-----------|
| Carbon Stored to Date | 10,633 tons | \$159,500 |
|-----------------------|-------------|-----------|

Annual Canopy Benefits (Public and Private, 2016)

| | | |
|-----------------------------|---------------|-----------|
| Annual Carbon Benefits | 1,078 tons | \$36,095 |
| Annual Air Quality Benefits | 25,598 pounds | \$368,567 |

Community Urban Forest (Public Tree Resource)

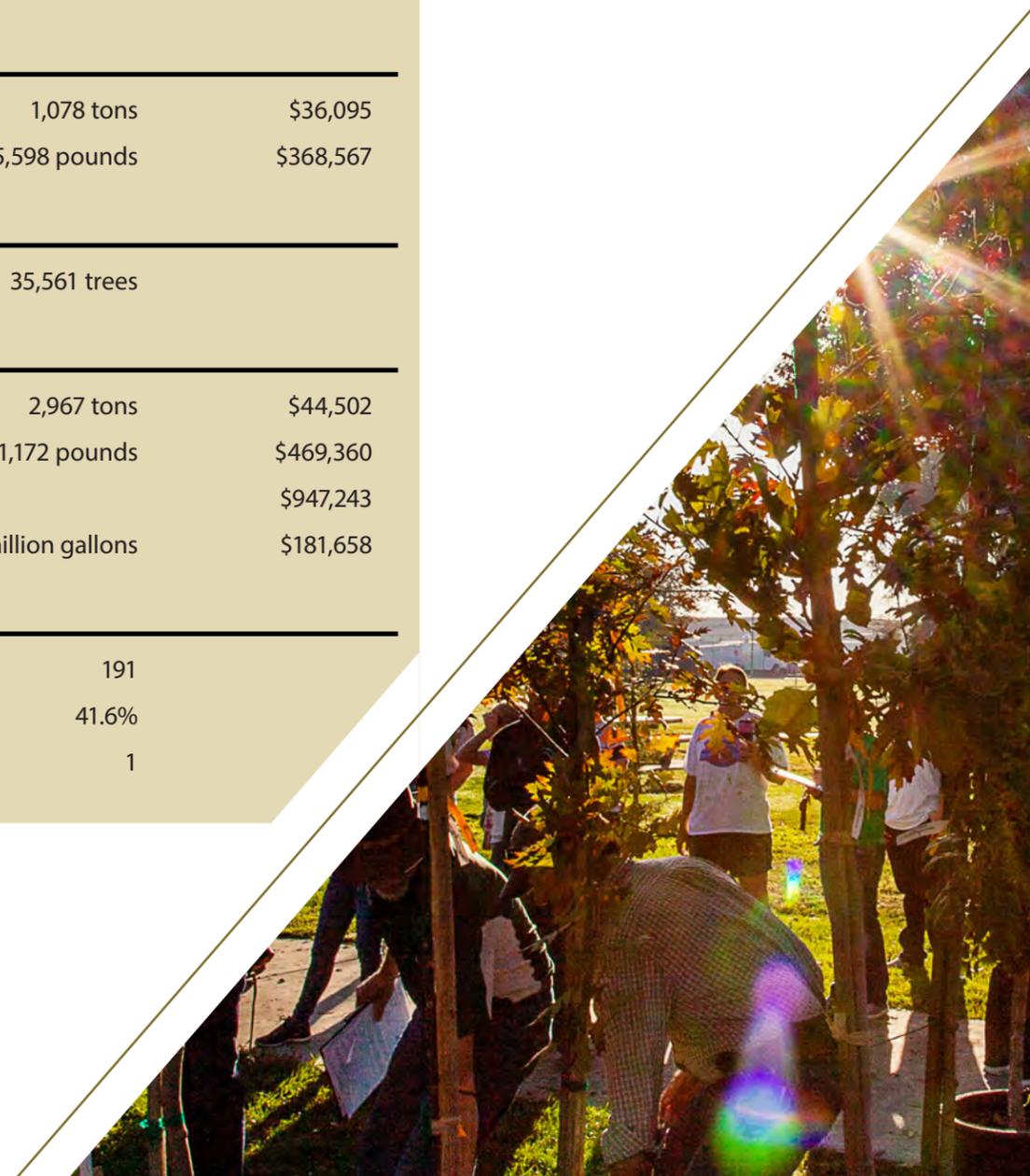
| | |
|--------------------------|--------------|
| Inventoried Trees (2018) | 35,561 trees |
|--------------------------|--------------|

Community Tree Benefits

| | | |
|------------------------------|----------------------|-----------|
| Annual Carbon Benefits | 2,967 tons | \$44,502 |
| Annual Air Quality Benefits | 31,172 pounds | \$469,360 |
| Annual Energy Benefits | | \$947,243 |
| Annual Stormwater Management | 23.3 million gallons | \$181,658 |

Species Diversity (Inventoried Trees, 2018)

| | |
|-----------------------------------|-------|
| Total Number of Unique Species | 191 |
| Prevalence of Top Five Species | 41.6% |
| Species exceeding recommended 10% | 1 |





What do we want?

A primary emphasis for the UFMP is to identify adequate resources to ensure that critical tree care needs can be addressed in a timely, cost-effective, and efficient manner. Trees are living organisms, constantly changing and adapting to their environment and increasing in size over time. Because of this, trees have specific needs at various life stages, including training for proper structure when they are young and increased monitoring and proactive risk management as trees age.

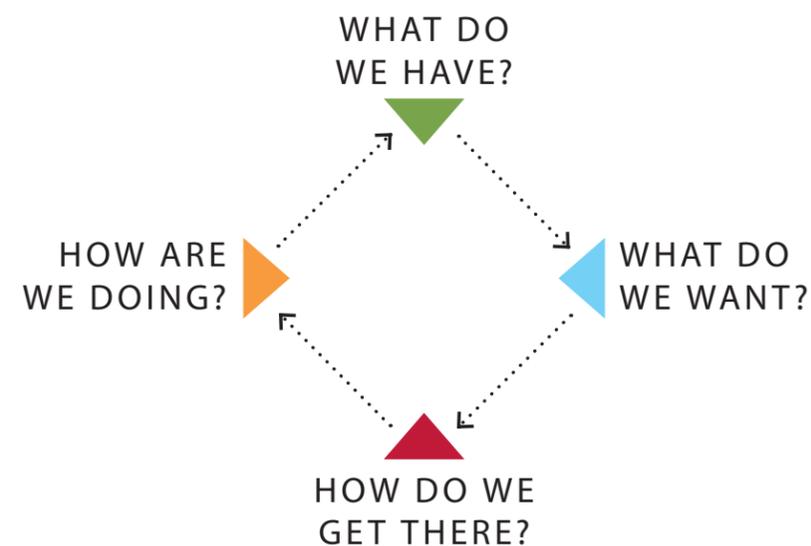
Deferring maintenance can have a significant effect on the overall health, structure, value, and lifespan of a tree. In addition, deferred maintenance often results in higher costs and less beneficial results, including increased risk potential. As a result, the UFMP identifies goals for optimizing urban forest programming, existing funding, staffing, and urban forest policy.

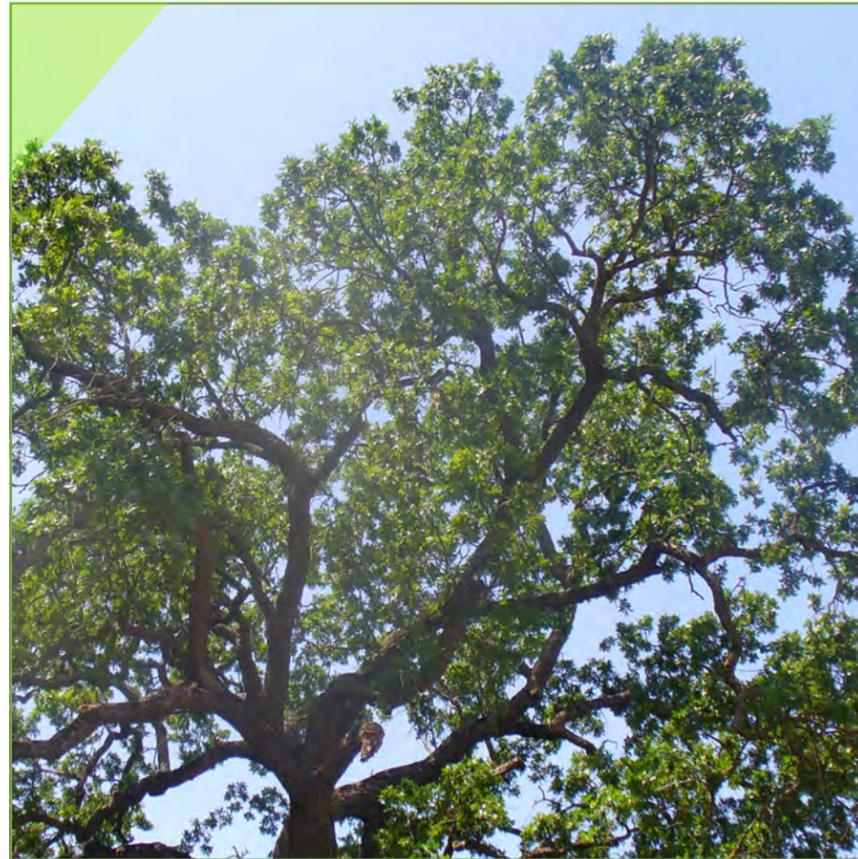
How do we get there?

The UFMP identifies three guiding principles, five goals, and eight existing policies that support preserving the health, value, services, and sustainability of Tracy’s community urban forest. Each of these goals and existing policies are supported by comprehensive objectives and actions. Recognizing that community engagement is integral to success, the UFMP includes solid objectives for engaging the community and encourages partnership and collaboration.

How are we doing?

The long-term success of the UFMP will be measured through the realization of Plan goals and demonstrated through increased value and environmental services from the urban forest. The Plan identifies methods of measurement, priorities, potential partners, and estimated costs. Since the UFMP is intended to be a dynamic tool, it can and should be updated in response to available resources and opportunities. One of the greatest measures of success for the UFMP will be its level of success in meeting community expectations for the care and preservation of Tracy’s urban forest.





Grow, maintain, preserve, and enhance a sustainable urban forest.

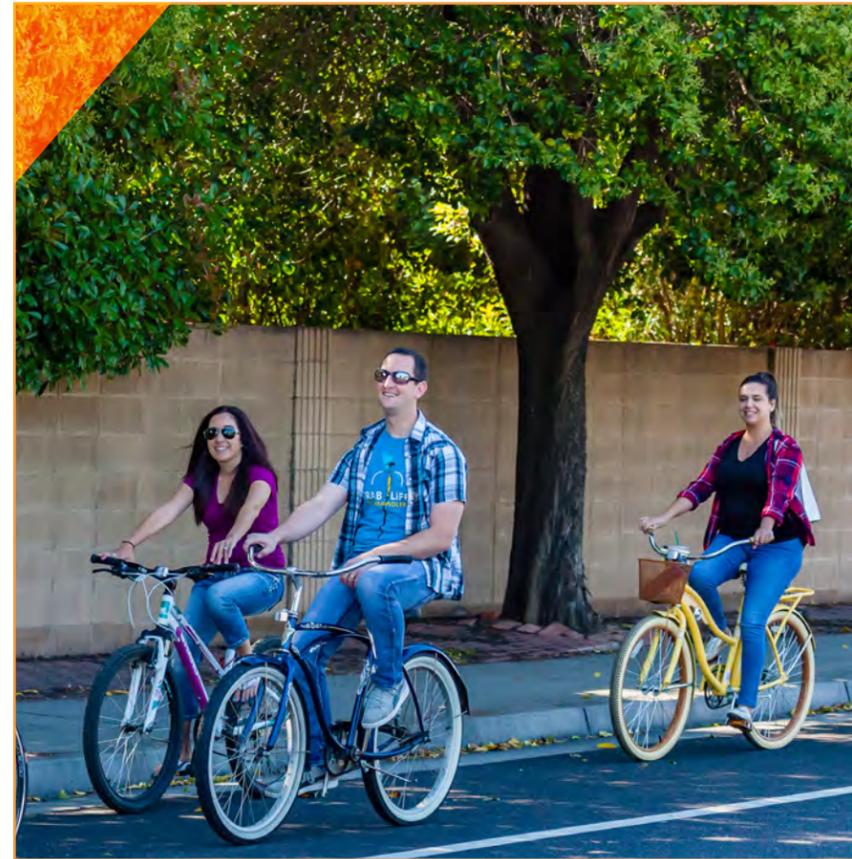
Goal 1: Preserve trees whenever possible.

Goal 2: Reach 40% canopy cover by 2040.

Existing Policy 1: Plan for trees.

Existing Policy 2: Foster current partnerships with local non-profits and continue to explore opportunities with additional non-profit groups.

Existing Policy 3: Promote the longevity of trees as a public resource.



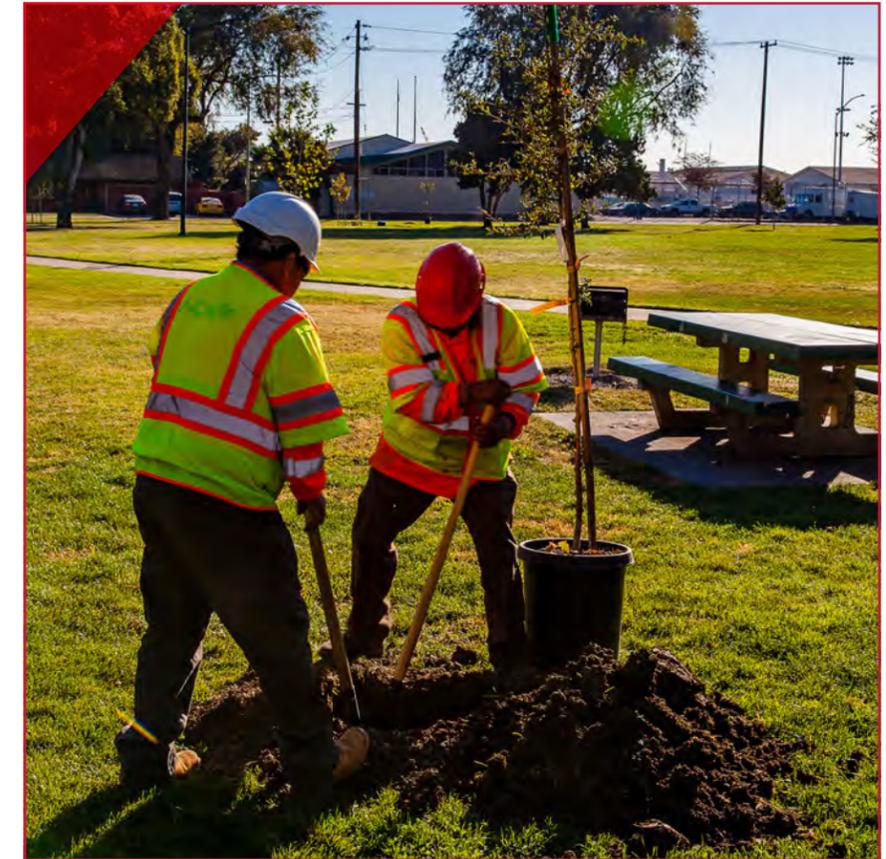
Optimize the environmental, social, economic, and public health benefits of trees and canopy.

Goal 3: Engage the community to increase support for the urban forest.

Goal 4: Encourage the planting of trees on private property.

Existing Policy 4: Manage risk.

Existing Policy 5: Expand the tree canopy through tree plantings on public property.



Align urban forest management policy with community expectations and promote efficiency within the Department of Public Works.

Goal 5: Revise Municipal Code to respond to community needs.

Existing Policy 6: Ensure policy documents communicate a shared vision.

Existing Policy 7: Provide emergency response to ensure accessibility for emergency responders and restoration of regular operations.

Existing Policy 8: Maintain a fire safe community.



Primary Objectives:

- Develop a Private Protected Tree or Heritage Tree Ordinance to protect specific species, native trees, specimen trees, or trees of historic value from damage or unpermitted removal.
- Greater preservation of trees on public property.
- Ensure all newly planted trees have the necessary resources to be maintained throughout the lifetime of the tree.
- Explore alternative designs to avoid removals during construction or renovations.
- Encourage preservation of trees on private property.
- Improve everyday care of trees, to prevent future removals.
- Greater and more equitable distribution of environmental benefits from trees.
- Invest in trees for the long-term environmental benefits they provide to the community.
- Allow for flexibility in planting considerations for new development.
- Continue to provide support for local non-profit organizations.
- Encourage new industries within the City to expand the tree canopy.
- Continue to explore partnerships with non-profit and environmental advocacy groups.
- Provide water to trees to encourage establishment of newly planted trees, as well as, prolong the life of mature trees.
- Educate the community about property owner responsibilities for the care of City trees.

Primary Objectives:

- Engage the community in urban forestry activities and educational events.
- Improve diversity of Tracy's urban forest through plantings on private property.
- Provide sustainable and adequate resources to sustain the urban forest for future generations.
- Use a variety of methods to provide tree related information to the community.
- Continue to distribute information about the urban forest to the community.
- Increase canopy cover through tree plantings on private property.
- Maintain trees throughout their lifetimes to improve structure in maturity and reduce the likelihood of structural failures in the future.
- Improve the diversity of the urban forest on public property, to create a more resilient urban forest.

Primary Objectives:

- Review and revise Municipal Code to address the challenges facing the urban forest.
- Unify guiding documents to transcend departmental changes and address inefficiencies and reduce confusion.
- Optimize interdepartmental communication and coordination.
- Restore operations and public safety as efficiently and as quickly as possible following storm or other emergency events.
- Focus fire mitigation efforts on Tracy Hills and other areas of vulnerability.



▲ Introduction

Tracy is in San Joaquin County, within an hour of San Jose, San Francisco, and Sacramento. Although Tracy is generally considered a bedroom community, the City is currently experiencing significant growth in the industrial and commercial employment sectors. In fact, Tracy has the largest industrial park in the country (Prologis, 2019). Tracy is located inside a geographic triangle formed by Interstate 205, Interstate 5, and Interstate 580, which contributes to the City's motto of "Think Inside the Triangle". In addition to the laid back and friendly character of Tracy, the City is close to numerous recreational opportunities, such as, Lake Tahoe, Yosemite, and the San Francisco Bay.

Tracy has a semidesert climate with an average annual precipitation around 13.3 inches, which is less than other communities in the San Joaquin Valley. With the average temperature in winter hovering around 46.8°F and summers with an average temperature of 75.1 (U.S. Climate Data, 2018). The average annual wind speed for Tracy is 7.6 MPH from April to September, with average wind speeds in the summer of 9.4 MPH (Weather Spark, 2018).

Community

Tracy prides itself on being a friendly small City; the kind of place where traditional values of faith, family, education, and the arts are highly valued by all who live there. In addition to close proximity to popular California attractions, Tracy offers a vibrant entertainment scene with numerous festivals and community events throughout the year, as well as live theater, art shows, and music concerts.

History

Tracy's history follows a similar story to much of the history of the Central Valley of California, where the major drivers of the population are tied to railroads and agriculture.

1700s

The Yokuts were the first peoples to call the area that is now Tracy, home. Where the livelihood of the native peoples revolved around the water from the river and food from the acorns of the native valley oak trees (Tracy History, 2018). After the arrival of European settlers, most of the Yokuts were displaced or died from the introduction of new disease.

1800s

In the mid-nineteenth century, the building of an expansive railroad system across California, led to the foundation of Tracy, where the Southern Pacific and the Central Pacific intersected in 1878. Tracy was named for Lathrop J. Tracy, a grain merchant and railroad director from Mansfield, OH (Tracy History, 2018).

1900s

Up until the turn of the century, Tracy grew into a major railroad hub and was incorporated in 1910. The railroad industry declined in the beginning half of the 20th century and Tracy evolved into a thriving agricultural center (Tracy Magazine, 2017).

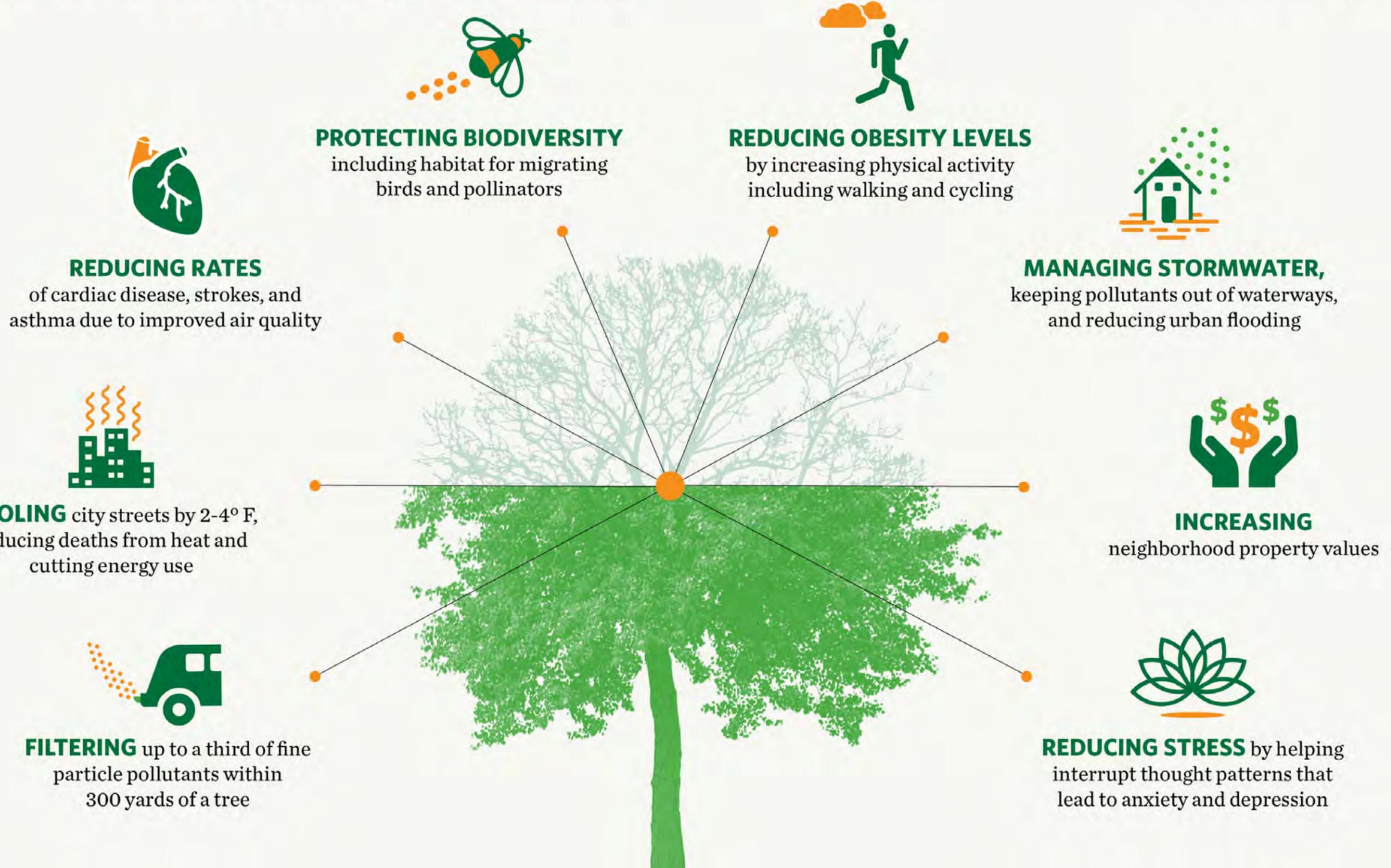
First sheep herders moved down from the hills into the valley with the seasons, then later cattle ranching, and later crops, such as barley, tomatoes, asparagus, nuts, fruit were grown, and processing plants to follow. Agriculture and the railroad were the main avenues of commerce up until the 1970s, then the growth of the Bay Area extended beyond the Altamont Pass and into Tracy.

Today, Tracy continues to attract people who are seeking an affordable lifestyle in close proximity to the Bay Area. Along with being an attractive place to live, many companies are taking note of Tracy as an optimal distribution location and are choosing to be located in the small City, including, companies like Amazon and most recently DHL.

Think Inside the Triangle

▲ Benefits of Urban Trees

Research has linked the presence of urban trees to...



REDUCING RATES
of cardiac disease, strokes, and
asthma due to improved air quality

PROTECTING BIODIVERSITY
including habitat for migrating
birds and pollinators

REDUCING OBESITY LEVELS
by increasing physical activity
including walking and cycling

MANAGING STORMWATER,
keeping pollutants out of waterways,
and reducing urban flooding

COOLING city streets by 2-4° F,
reducing deaths from heat and
cutting energy use

INCREASING
neighborhood property values

FILTERING up to a third of fine
particle pollutants within
300 yards of a tree

REDUCING STRESS by helping
interrupt thought patterns that
lead to anxiety and depression

Tree and Canopy Benefits

Trees in the urban forest work continuously to mitigate the effects of urbanization and development and protect and enhance lives within the community in many ways. Healthy trees are vigorous, producing more leaf surface and canopy cover area each year. The amount and distribution of leaf surface area are the driving force behind the urban forest's ability to produce services for the community (Clark et al, 1997). Services (i.e. benefits) include:

- Energy savings
- Air quality improvements
- Carbon dioxide reductions
- Water quality improvements
- Aesthetics & socioeconomics
- Health benefits
- Wildlife

The Urban Canopy provides numerous benefits, including reducing summer peak temperatures, the reduction of air pollutants, enhancement of property values, provides habitats for different wildlife, aesthetic value to the community, and improves social ties among neighbors. (Hilton, 2017)

Energy Savings

Urban trees and forests modify climate and conserve energy in three principal ways:

- Producing shade for dwellings and hardscape reduces the energy needed to cool the building with air conditioning (Akbari et al, 1997)
- Tree canopies engage in evapotranspiration, which leads to the release of water vapor from tree canopies and cools the air (Lyle, 1996)
- Trees in dense arrangements may reduce mean wind speed and solar radiation below the top of the tree canopy by up to ~90% compared to open areas (Heisler and DeWalle, 1988)

An urban heat island is an urban area or metropolitan area that is significantly warmer than its surrounding rural areas due to human activities.

Trees reduce energy use in summer by cooling the surrounding areas and shading-built environments. Shade from trees reduces the amount of radiant energy absorbed and stored by hardscapes and other impervious surfaces, thereby reducing the heat island effect, a term that describes the increase in urban temperatures in relation to surrounding locations. Transpiration releases water vapor from tree canopies, which cools the surrounding area. Evapotranspiration, alone or in combination with shading, can help reduce peak summer temperatures by 2 to 9°F (1 to 5°C) (Huang et al, 1990). The energy saving potential of trees and other landscape vegetation can mitigate urban heat islands directly by

shading heat-absorbing surfaces, and indirectly through evapotranspiration cooling (McPherson, 1994). Individual trees through transpiration have a cooling effect equivalent to two average household central air-conditioning units per day or 70 kWh for every 200 L of water transpired (Ellison et al, 2017). Studies on the heat island effect show that temperature differences of more than 9°F (5°C) have been observed between city centers without adequate canopy cover and more vegetated suburban areas (Akbari et al, 1997).

Trees also reduce energy use in winter by mitigating heat loss. Trees reduce wind speeds by up to 50% and influence the movement of warm air and pollutants along streets and out of urban canyons. Urban canyons are streets flanked by dense blocks of buildings, which can affect local conditions, including temperature, wind, and air quality. By reducing air movement into buildings and against conductive surfaces (e.g., glass and metal siding), trees reduce conductive heat loss from buildings, translating into potential annual heating savings of 25% (Heisler, 1986).

Three trees properly placed around the home can save \$100-\$250 annually in energy costs. Shade from trees significantly mitigates the urban heat island effect – tree canopies provide surface temperature reductions on wall and roof surfaces of buildings ranging from 20-45°F and temperatures inside parked cars can be reduced by 45°F. Reducing energy use has the added bonus of reducing carbon dioxide (CO₂) emissions from fossil fuel power plants.

▲ Introduction

Air Quality

Trees improve air quality in five fundamental ways:

- Lessening particulate matter (e.g., dust and smoke)
- Absorbing gaseous pollutants
- Providing shade and transpiring
- Reducing power plant emissions by decreasing energy demand among buildings
- Increasing oxygen levels through photosynthesis

Trees protect and improve air quality by intercepting particulate matter (PM₁₀), including dust, pollen, and smoke. The particulates are filtered and held in the tree canopy until precipitation rinses the particulates harmlessly to the ground. Trees absorb harmful gaseous pollutants like ozone (O₃), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂). Shade and transpiration reduce the formation of O₃, which is created at higher temperatures. Scientists are now finding that some trees may absorb more volatile organic compounds (VOCs) than previously thought (Karl, T. 2010; Science Now, 2010). VOCs are carbon-based particles emitted from automobile exhaust, lawnmowers, and other human activities.

Carbon Dioxide Reduction

As environmental awareness continues to increase, governments are paying particular attention to global warming and the effects of greenhouse gas (GHG) emissions. As energy from the sun (sunlight) strikes the Earth's surface, it is reflected into space as infrared radiation (heat). Greenhouse gases absorb some of this infrared radiation and trap this heat in the atmosphere, increasing the temperature of the Earth's surface. Many chemical compounds in the Earth's atmosphere act as GHGs, including methane (CH₄), nitrous oxide (N₂O), carbon dioxide (CO₂), water vapor, and human-made gases/aerosols. As GHGs increase, the amount of energy radiated back into space is reduced and more heat is trapped in the atmosphere. An increase in the average temperature of the earth may result in changes in weather, sea levels, and land use patterns, commonly referred to as "climate change." In the last 150-years, since large-scale industrialization began, the levels of some GHGs, including CO₂, have increased by 25% (U.S. Energy Information Administration).

California's Global Warming Solutions Act (AB 32) passed in 2006 set the 2020 GHG emissions reduction goal into law. In December 2007, the California Air Resources Board (ARB) approved the 2020 emission limit of 427 million metric tons of carbon dioxide equivalent (CO₂e). As of 2007, regulations require that the largest industrial sources of GHG must report and verify their emissions. In 2011, the ARB adopted the cap-and-trade regulation. Under a cap-and-trade system, an upper limit (or cap) is placed on GHG emissions. This cap can be applied to any source, industry, region, or other jurisdictional level (e.g., state, national, or global). Regulated entities are required to

either reduce emissions to required limits or purchase (trade) emission offsets to meet the cap. In 2011, the ARB approved four offset protocols for issuing carbon credits under cap-and-trade, including the Forest Offset Protocol (ARB, 2011). This Protocol recognizes the key role forests play in fighting climate change. The USDA Forest Service Urban Ecosystems and Social Dynamics Program (EUP) recently led the development of an Urban Forest Project Reporting Protocol.

The Protocol, which incorporates methods of the Kyoto Protocol and Voluntary Carbon Standard (VCS), establishes methods for calculating reductions, provides guidance for accounting and reporting, and guides urban forest managers in developing tree planting and stewardship projects that could be registered for GHG reduction credits (offsets). The Protocol can be applied to urban tree planting projects within municipalities, campuses, and utility service areas anywhere in the United States. Trees and forests reduce atmospheric carbon dioxide CO₂ in two ways:

- Directly, through growth and carbon sequestration
- Indirectly, by lowering the demand for energy

Trees and forests directly reduce CO₂ in the atmosphere through growth and sequestration of CO₂ in woody and foliar biomass. Indirectly, trees and forests reduce CO₂ by lowering the demand for energy and reducing CO₂ emissions from the consumption of natural gas and the generation of electric power.



Stormwater Management and Water Quality

Trees and forests improve and protect the quality of surface waters, such as creeks and rivers, by reducing the impacts of stormwater runoff through:

- Interception
- Increasing soil capacity and rate of infiltration
- Reducing soil erosion

Trees intercept rainfall in their canopy, which acts as a mini-reservoir (Xiao et al, 1998). During storm events, this interception reduces and slows runoff. In addition to catching stormwater, canopy interception lessens the impact of raindrops on barren soils. Root growth and decomposition increase the capacity and rate of soil infiltration by rainfall and snowmelt (McPherson et al, 2002). Each of these processes greatly reduces the flow and volume of stormwater runoff, avoiding erosion and preventing sediments and other pollutants from entering streams, rivers, and lakes. Urban stormwater runoff is a major source of pollution for surface waters and riparian areas, threatening aquatic and other wildlife as well as human populations. Requirements for stormwater management are becoming more stringent and costly. Reducing runoff and incorporating urban trees in stormwater management planning has the added benefit of reducing the cost of stormwater management, including the expense of constructing new facilities necessary to detain and control stormwater as well as the cost of treatment to remove sediment and other pollutants.



▲ Introduction

Health Benefits

Exposure to nature, including trees, has a positive impact on human health and wellness through improvements in mental and physical health, reductions in crime, and academic success.

A study of individuals living in 28 identical high-rise apartment units found residents who live near green spaces had a stronger sense of community and improved mental health, coped better with stress and hardship, and managed problems more effectively than those living away from green space (Kuo, 2001). In a greener environment, people report fewer health complaints, more often rate themselves as being in good health, and having better mental health (Sherer, 2003). Other research has revealed lower incidence of depressive symptoms in neighborhoods with greater access to green space (Jennings et al, 2016).

Tracy is susceptible to heat waves, which cause the most deaths worldwide out of any weather-related-natural disaster, with an estimated 12,000 deaths annually. Trees shade impervious surfaces and prevent the sun's rays from hitting them, thus reducing heat storage and later release, which contribute to the urban heat island effect. Tall trees that create a large shaded area are more useful than short vegetation. Trees also contribute to cooler temperatures through transpiration, increasing latent heat storage (the sun's energy goes to converting water from its liquid to vapor form), rather than increasing air temperature (sensible heat). According to a study conducted by the Nature Conservancy, it is estimated that trees have the potential to reduce summer maximum air temperatures by 0.9 to 3.6° F. Trees help to address public health concerns for both heat and air quality. Globally, an annual investment of \$100 million in planting and maintenance costs would give an additional 77 million people a 1° C (1.8° F) reduction in maximum temperatures on hot days (McDonald et al, 2016).

A number of studies have examined the relationship between urban forests and crime rates. Park-like surroundings increase neighborhood safety by relieving mental fatigue and feelings of violence and aggression that can occur as an outcome of fatigue (American Planning Association, 2003). Research shows that the greener a building's surroundings are, the fewer total crimes. This is true for both property crimes and violent crimes. Landscape vegetation around buildings can mitigate irritability, inattentiveness, and decreased control over impulses, all of which are well established psychological precursors to violence.

Residents who live near outdoor greenery tend to be more familiar with nearby neighbors, socialize more with them, and express greater feelings of community and safety than residents lacking nearby green spaces (American Planning Association, 2003). Public housing residents reported 25% fewer domestic crimes when landscapes and trees were planted near their homes (Kuo, 2001). Two studies (one in New Haven, CT and the other in Baltimore City and County, MD) found a correlation between increased tree coverage and decreased crime rates, even after adjusting for a number of other variables, such as median household income, level of education, and rented versus owner-occupied housing in the neighborhoods that were studied (Gilstad-Hayden et al, 2015; Troy et al, 2012).

A 2010 study investigated the effects of exposure to green space at school on the academic success of students at 101 public high schools in southern Michigan (Matsuoka, 2010). The study found a positive correlation between exposure to nature and student success measured by standardized testing, graduation rate, percentage of students planning to go to college, and the rate of criminal behavior. This trend persisted after controlling for factors such as socioeconomic status and race or ethnicity. Conversely, views of buildings and landscapes that lacked natural features were negatively associated with student performance.



REDUCING RATES
of cardiac disease, strokes, and
asthma due to improved air quality

Wildlife

Trees provide important habitat for birds, insects (including bees), and other animal species. Their greatest contributions include:

- Preservation and optimization of wildlife habitat
- Natural corridors for increased movement and dispersal

Furthermore, trees and forest lands provide critical habitat (for foraging, nesting, spawning, etc.) for mammals, birds, fish, and other aquatic species. Trees can offer pollinators a valuable source of flowering plants. By including an array of flowering trees that provide pollen and nectar in the urban forest, bees are provided with additional food sources. Increasing tree species diversity and richness contributes to greater numbers of bird species among urban bird communities (Pena et al, 2017). Wooded streets potentially function as movement corridors, allowing certain species—particularly those feeding on the ground and breeding in trees or tree holes—to fare well by supporting alternative habitat for feeding and nesting (Fernandez-Juricic E. 2000). Greater tree density also contributes to bat activity in urban environments and improves outcomes for birds and bats (Threlfall et al, 2016).

Restoration of urban riparian corridors and their linkages to surrounding natural areas have facilitated the movement of wildlife and dispersal of flora (Dwyer et al, 1992). Usually habitat creation and enhancement increase biodiversity and complement many other beneficial functions of the urban forest. These findings indicate an urgent need for conservation and restoration measures to improve landscape connectivity, which will reduce extinction rates and help maintain ecosystem services (Haddad et al, 2015).

Calculating Tree Benefits

Communities can calculate the benefits of their urban forest by using a complete inventory or sample data in conjunction with the USDA Forest Service i-Tree software tools (itreetools.org). This open-source, state-of-the-art, peer-reviewed software suite considers regional environmental data and costs to quantify the ecosystem services unique to a given urban forest resource.

Individuals can calculate the benefits of trees to their property by using i-Tree Design (www.itreetools.org/design).



If a London plane tree were planted and lived for 20 years, it would provide numerous environmental benefits including sequestering 4,023 lbs of CO₂ (\$93.56), preventing 4,543 gallons of rainfall runoff (\$40.59), and intercepting 20.7 lbs of air pollutants. If it were planted next to a building, it would save 1,923 kWh of electricity (\$298.01).

I-TREE DESIGN



▲ What do we have?

History of Urban Forestry in Tracy

In the late 1960's, the Public Works Department was established, which assumed responsibility for the care of street trees in Tracy. To address the cost of tree care and landscape needs for public landscaped areas throughout the City, Landscape Maintenance District (LMD) zones were established in 1985.

Storm events and periods of drought have had a noticeable impact on City trees. In 1968, nearly 324 trees were lost in a single storm, which resulted in clean-up efforts that lasted 24 hours a day for nearly a month. Tree losses also occurred during extreme wind and heavy rain events in 1997 and 2007. While Tracy continues to experience strong wind events, with improved routine maintenance and structural training of young trees, fatalities from storm events generally do not exceed 10 trees in any given storm event. Along with the increased maintenance needs for trees following strong wind events, persistent westerly winds cause a noticeable lean in many of Tracy's trees. In addition, trees have been widely used for windbreaks.

Drought has also made trees more prone to pests over the years. Most notably, Raywood ash (*Fraxinus oxycarpus*) have been more susceptible to Raywood Ash Canker (*Botryosphaeria stevensii*), which has contributed to the decline and removal of numerous City trees (Raywood Ash Canker and Decline, 2017).

Public Works is on track to plant more than 300 trees in 2019; however, tree plantings have mostly been sporadic and primarily done by request following removals. Over the years, numerous community groups have hosted tree planting events. However, Tracy did not experience consistent tree plantings until the first Arbor Day Celebration in 2015 where 15 trees were planted. In the following years, tree plantings at Arbor Day celebrations increased to well over 100 trees per year. In fact, in 2018, 156 trees were planted.

In 2016, a former council member and other community members collaborated with City staff to form the Tracy Tree Foundation (TTF). TTF aims to enhance, protect, and sponsor a healthy, beautiful, and safe urban and community forest. The importance of trees is noticeable through considerations for the inclusion of trees in the Community Character Element in the City's General Plan. In recognition of Tracy's commitment to trees, Tracy was officially recognized as a Tree City USA in 2015 and has sustained that status ever since.

Managers can regularly assess, evaluate, and indicate the current performance levels of the urban forest through a Sustainable Urban Forest Assessment Matrix. The current assessment can be found in Appendix G.

Urban Forest Resource

The development of the UFMP included an urban tree canopy (UTC) assessment. Tree canopy is the layer of leaves, branches, and stems of trees and other woody plants that cover the ground when viewed from above. Understanding the location and extent of tree canopy is critical to developing and implementing sound management strategies that will promote the smart growth and resiliency of Tracy's urban forest and the invaluable services it provides. The UTC assessment provides a bird's-eye-view of the entire urban forest and includes consideration of tree canopy along with other primary land cover, including impervious surface, bare soils, and water. This information helps managers better understand tree canopy in relation to other geospatial data, including:

- Distribution of tree canopy within the community
- Geopolitical patterns in canopy distribution
- Identification of potential planting areas

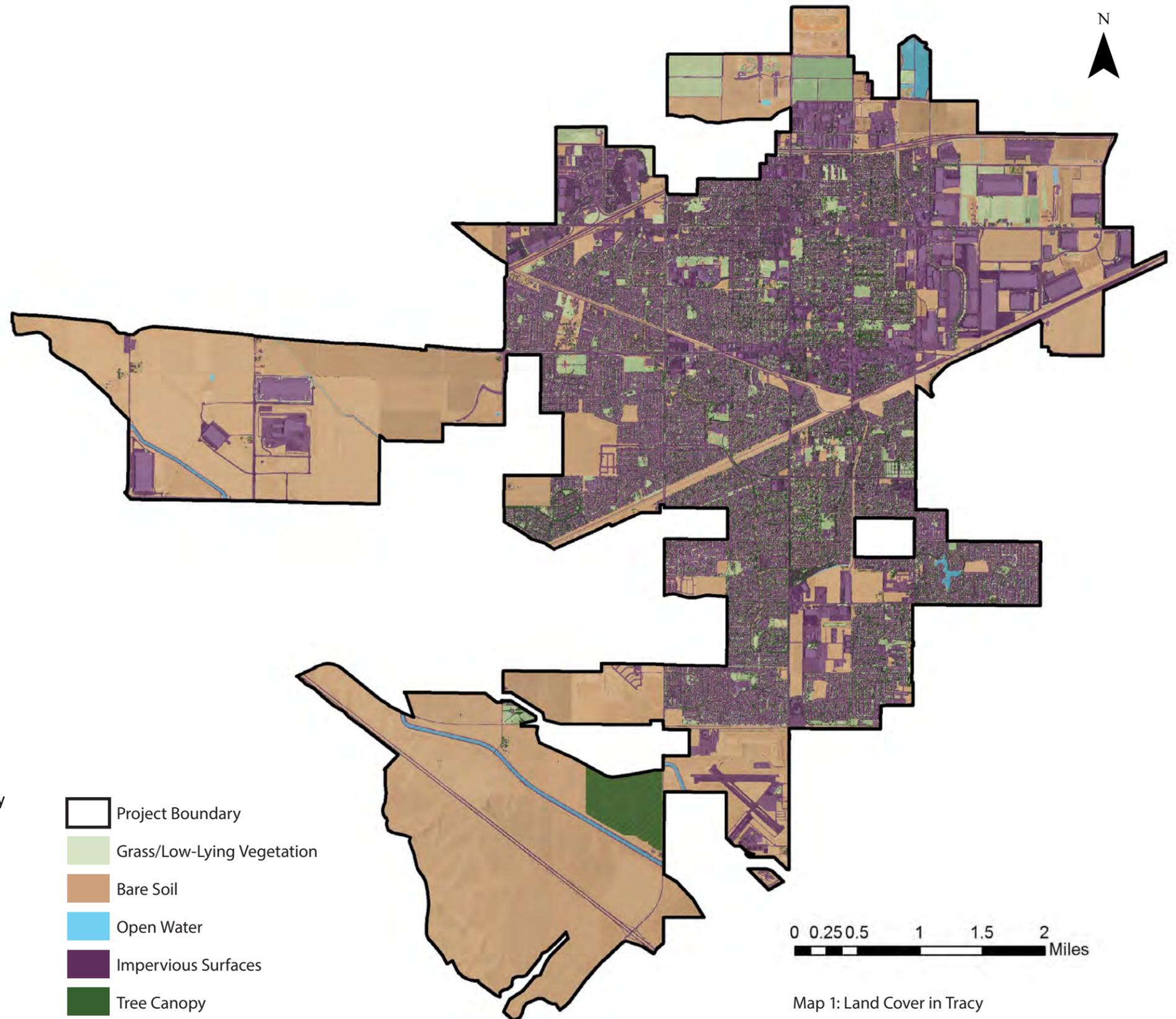
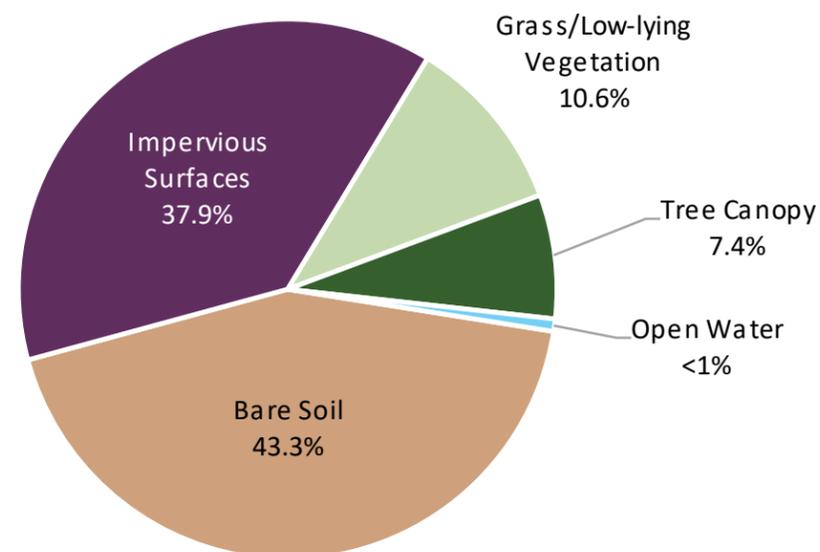
The analysis does not distinguish between trees on public and private property since the benefits of trees extend beyond property lines. The information can be used by urban forest managers to explore tree canopy in conjunction with other available metrics, including geography, land use, and community demographics. This information also establishes a baseline for assessing future change.

Tree Canopy

Land Cover Summary

The City encompasses approximately 26 square miles (16,615.9 acres). Excluding impervious surface (6,299.8 acres) and open water (123.2 acres), Tracy contains approximately 9.7 square miles (6,233.8 acres) which has the potential to support tree canopy. The following characterizes land cover within Tracy:

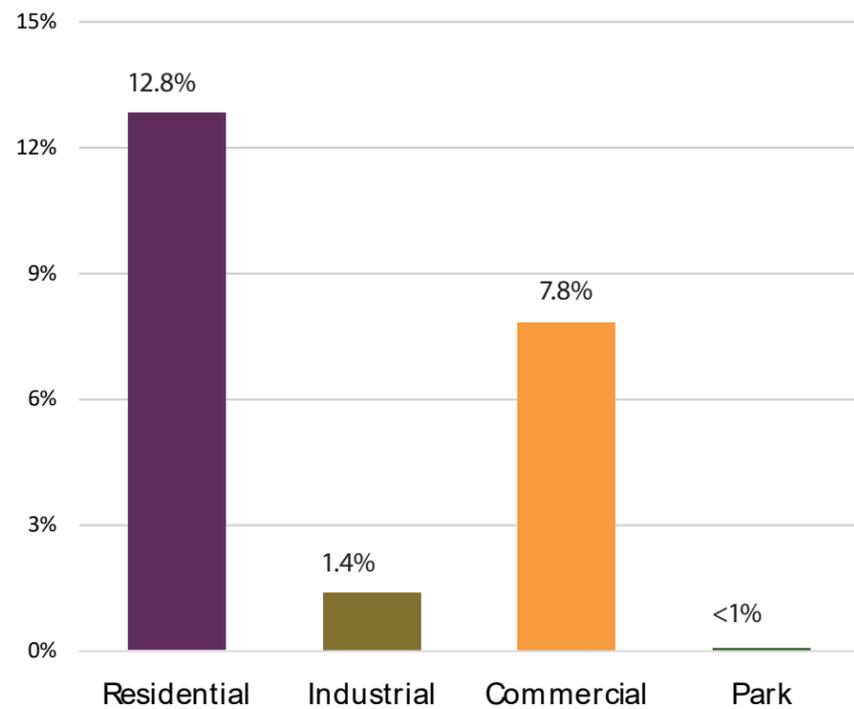
- 7.4% (1,233.1 acres) tree canopy, including trees and woody shrubs.
- 12.8% (1,123 acres) tree canopy on residential and park land use parcels.
- 37.9% (6,299.8 acres) impervious surface, including roads; parking lots, and structures.
- 79.4% of the urban forest canopy is in fair or better condition.
- A maximum potential canopy of 44.9%.
- Since 1993, canopy cover increased from 4.2% to 6.2% in 2010, or a 47.6% increase in canopy cover.



▲ What do we have?

Tree Canopy by Land Use

The significant development of previous agricultural land and intensity of industrial and commercial properties misrepresents the percentage of tree canopy throughout the City, specifically the urban core. The urban core typically has a greater tree canopy coverage than the overall 7.4% throughout the City. The following divides the community into four land use classifications to help gauge the canopy cover in the central urban core of Tracy. If industrial and commercial areas and some select previously agricultural land is excluded, residential areas and parks combined make up nearly 9,080 acres with nearly 1,123 acres or 12.8%.



Tree Canopy by Parks

Tracy's 73 parks encompass over 248 acres. Among the top ten largest parks by acreage, Tracy Sports Complex and Plasensia Fields, the two largest parks, combined include 47.6 acres of land with 5.4% of tree canopy. The maximum potential UTC for both parks is lower than the next six parks, largely because Tracy Sports Complex and Plasensia Fields are primarily covered with ball fields.

The third largest park, Veterans Park; however, contrasts with the first two parks in that it encompasses 15.8 acres with 2.31 acres of tree canopy cover, or 14.6%, and a potential canopy cover of 65.8%. Ceciliani Park has the highest canopy cover among the top 10 largest parks, with 30.2% canopy cover (2.5 acres).

Overall, tree canopy covers 6.9% of parks. The assessment identified an additional 105.7 acres that could potentially support tree plantings, for a potential canopy cover of 49.4%.

| Park Name | Acres | Canopy Acres | Canopy % | Potential Canopy % |
|----------------------|-------|--------------|----------|--------------------|
| Ceciliani Park | 8.2 | 2.5 | 30.2 | 64.1 |
| Lincoln Park | 13.7 | 2.9 | 21.2 | 80.9 |
| Dr. Powers Park | 8.6 | 1.8 | 21.1 | 78.0 |
| Gretchen Talley Park | 6.7 | 1.3 | 19.8 | 83.4 |
| El Pescadero Park | 13.8 | 2.7 | 19.3 | 78.8 |
| Veteran's Park | 15.8 | 2.3 | 14.6 | 65.8 |
| Clyde Bland Park | 8.6 | 0.9 | 9.9 | 60.0 |
| Tracy Sports Complex | 26.8 | 1.5 | 5.4 | 5.8 |
| Plasensia Fields | 20.8 | 1.1 | 5.4 | 12.9 |
| Tracy Ball Park | 7.3 | 0.1 | 1.1 | 1.7 |
| All other parks | 118.0 | 23.8 | 20.1 | 73.8 |
| All parks total | 248.3 | 17.0 | 6.9 | 49.4 |



0 0.25 0.5 1 1.5 2 Miles

Map 3: Tree Canopy by Parks

▲ What do we have?

Tree Canopy by Landscape Maintenance District

Tracy maintains 49 mini parks, over 220 acres in landscaping, over 28,000 trees, landscaped channel ways, and bike trails through a Landscape Maintenance District (LMD). The LMD consists of 41 zones, which are funded through an assessment that property owners pay with their property tax bill (Landscape Maintenance District, 2018).

Of these zones, Zone 36 has the highest canopy cover of 28.9%, followed by Zone 25 at 25.7%. Zone 33 is the largest with 941.4 acres and 11.0 acres of tree canopy, or 1.17%, and a potential canopy cover of 52.6%. Zone 41 encompasses 1.0 acres with nearly 0.2 acres of tree canopy, or 14.7%.

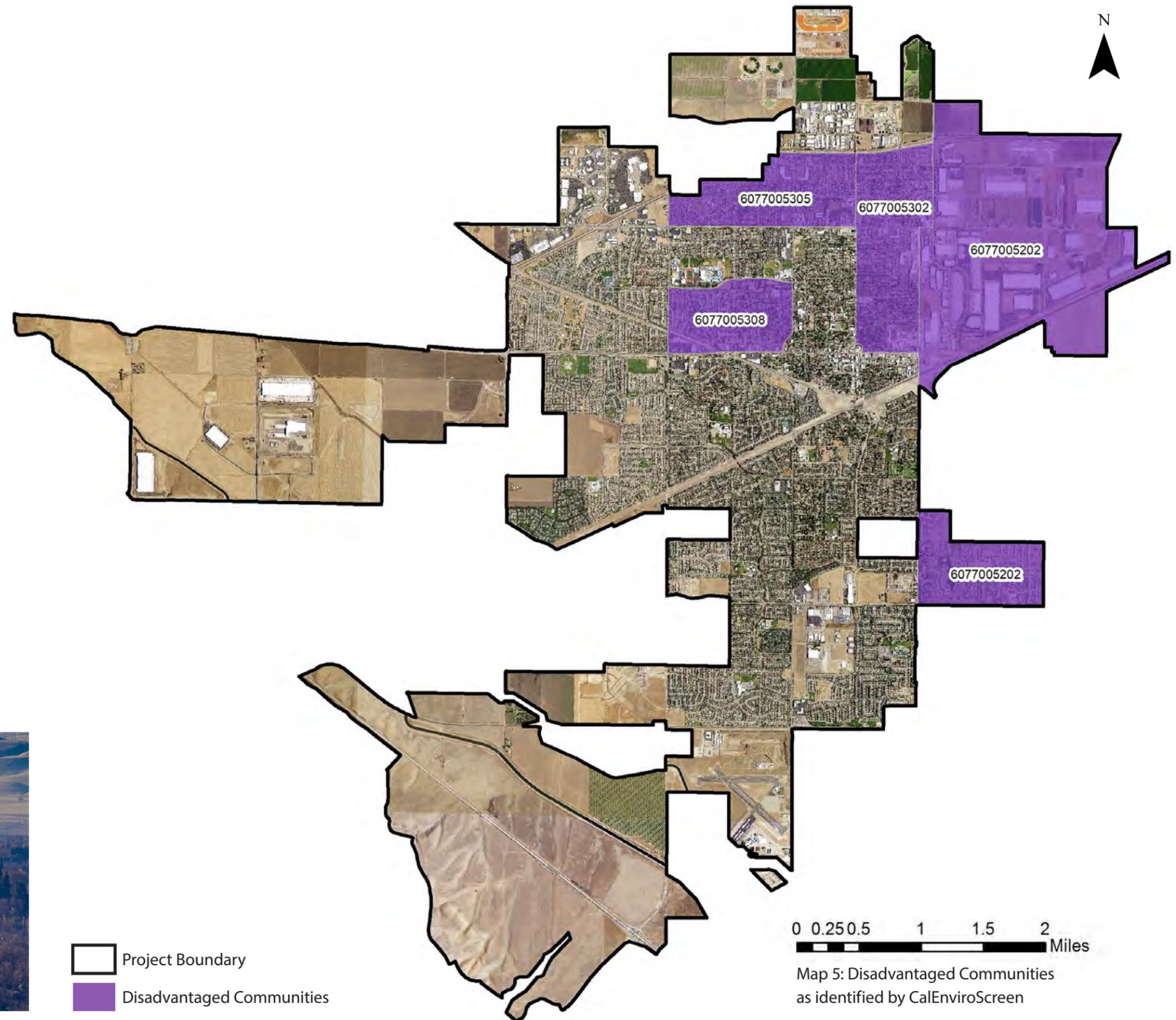
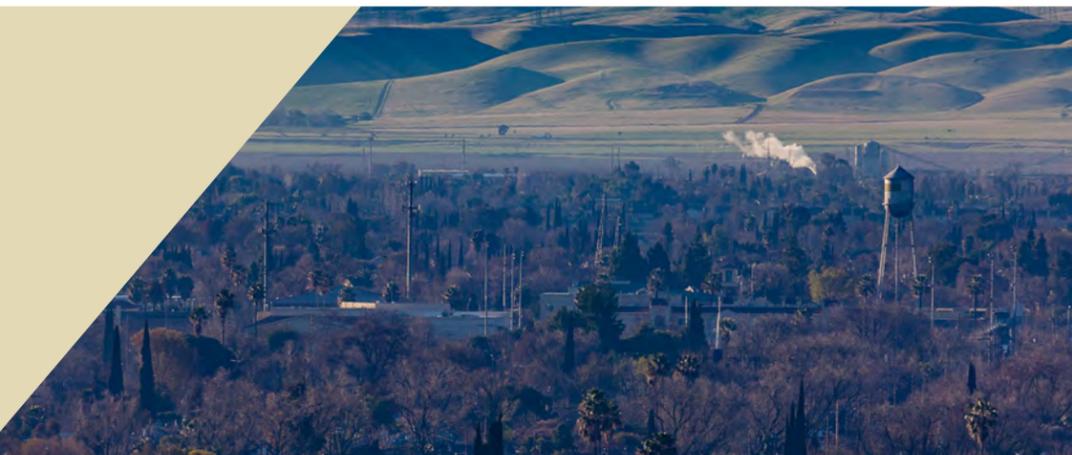


Tree Canopy by Disadvantaged Communities

California SB 535 targets disadvantaged communities for investment of proceeds from the state cap-and-trade program. Funding is aimed at improving public health, quality of life, and economic opportunity while reducing pollution that causes climate change. Disadvantaged communities are identified using the CalEnviroScreen tool (About CalEnviroScreen, 2019) to rank each of California's 8,000 census tracts with data on 20 indicators of pollution, environmental quality, and socioeconomic and public health conditions (Disadvantaged Communities, 2019). Disadvantaged communities are defined as the top 25% scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and low populations (SB 535 Disadvantaged Communities, 2019).

Four census tracts in northeast Tracy have been identified as disadvantaged communities: 6077005302, 6077005305, 6077005308, and 6077005202. The UTC assessment analyzed canopy cover in conjunction with sensitive populations (health status and age) and socioeconomic factors (income) for these four census tracts. No correlation was found between those population characteristics and tree canopy cover.

Even though there were no correlations found, evidence shows that some of the pollution burdens that CalEnviroScreen considers in its analysis, like air quality, are positively impacted by trees.



▲ What do we have?

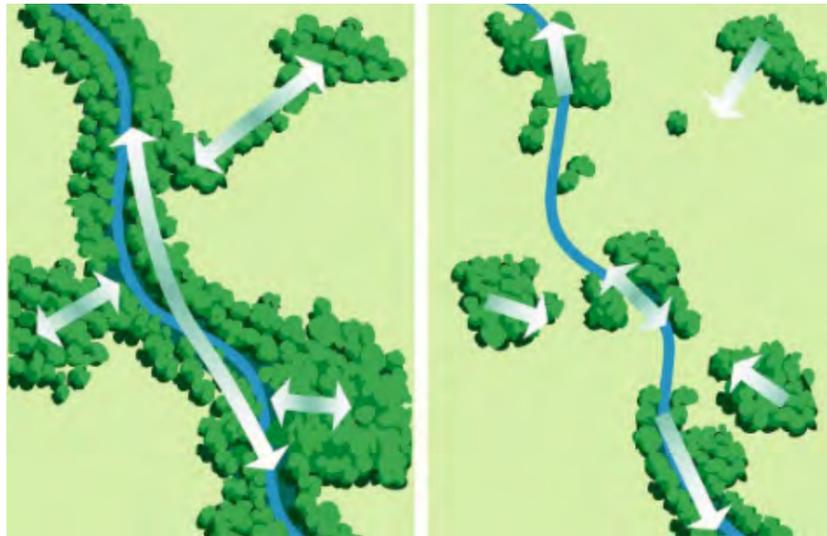


Figure 1: Canopy Fragmentation Comparison¹

Forest Fragmentation

Forest fragmentation analysis can help managers understand the spatial distribution and connectivity of urban forests. Fragmented forests can significantly affect plant and wildlife populations, forest biodiversity and health (Nowak et al, 2005). Most of Tracy's urban forest is patch forest. This finding is logical because Tracy is located in the San Joaquin Valley, which originally had minimal tree presence. Like many cities in the valley, the arrival of humans and urban development led to an increase in trees.

Strategic planting near core areas can greatly benefit forest ecosystem function and increase wildlife habitat and corridors. The analysis found that Tracy's urban forest includes the following:

- 178.5 acres of Core Canopy (14.5%): Tree canopy that exists within and relatively far from the forest/non-forest boundary (i.e., forested areas surrounded by more forested areas).
- 0 acres of Perforated Canopy (0.0%): Tree canopy that defines the boundary between core forests and relatively small clearings (perforations) within the forest landscape.

¹Wildlife corridors (far left) link habitats while fragmented

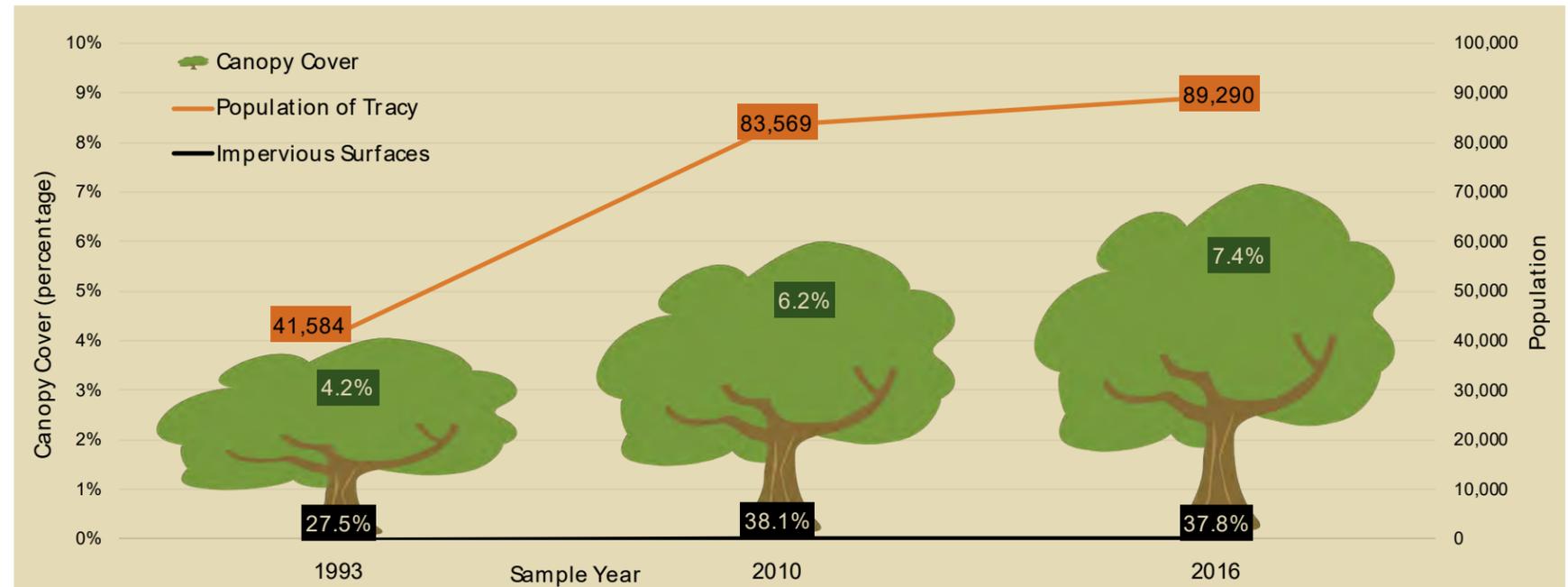


Figure 2: Historic change for tree canopy, impervious surface, and population

- 1,039.7 acres of Patch Canopy (84.3%): Tree canopy of a small-forested area that is surrounded by non-forested land cover.
- 15.02 acres of Edge Canopy (1.2%): Tree canopy that defines the boundary between core forests and large core forests and large non-forested land cover features. When large enough, edge canopy may appear to be unassociated with core forests.

The wildlife of Tracy requires especially careful attention because the native wildlife is originally adapted to the historical prairie environment.

Historic Change

Historical change in tree canopy was assessed using a point sampling of canopy data derived from 1993 and 2010 imagery to determine change in canopy cover over 17 years. Land cover was visually inspected at each point for both years simultaneously and was identified as one of five classes: tree canopy, impervious surfaces, grass/shrub, bare soil, and open water. Tree canopy

cover was analyzed using a "top-down" or "birds'-eye" approach, therefore where tree canopy visibly overlaps another land cover class, tree canopy was recorded at the point location.

From 1993 to 2010, tree canopy cover increased from 4.2% to 6.2%, which is a 47.6% increase (Figure 2). As identified in this analysis canopy cover for the overall community identified in this analysis is 7.4%. In comparison to 1993 the estimated canopy cover from the point sampling is 4.2%, this is a 76.3% increase over a 17-year period. Contributing factors to the increase in tree canopy include:

- Trees have been added to the community resource through tree plantings.
- New construction included new trees on public and private parcels.
- Community members have planted new trees on private property.
- Existing trees and new trees continue to increase in size and leaf surface.

Priority Planting

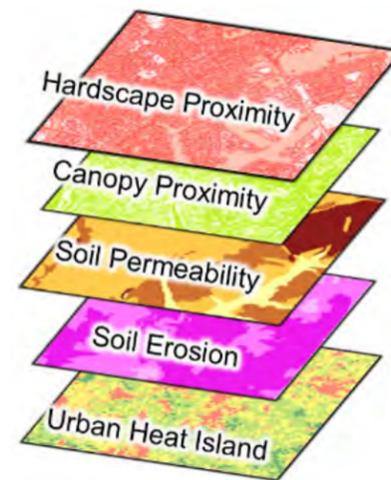
To identify and prioritize planting potential, DRG assessed environmental features. It could be assumed that all pervious areas, including grass, shrubs, low-lying vegetation, and bare soil (10,728 acres) are potential tree planting locations. Realistically, not all of these areas are suitable planting sites due to intended site uses (e.g., agricultural fields, sports fields, developments) and because some of these areas are not appropriate for tree planting. Potential plantable areas can be determined by excluding pervious areas that are unsuitable for planting and including impervious areas where trees could feasibly be added, such as in parking lot islands, along sidewalks, and near road edges.

The UTC analysis considered site design and environmental factors, including proximity to hardscape, canopy fragmentation, soil permeability, slope, and soil erosion factors to prioritize planting sites on both public and private property for the greatest potential return on investment. The analysis identified 6,207 acres of potential planting areas in Tracy, where 249 of these acres are high or very high priority planting areas. This analysis provides a snapshot of current conditions, where some existing young trees may not be fully accounted for. The UTC analysis prioritized potential planting areas with GIS remote sensing. Site visits are necessary to determine suitability and the actual number and location of planting sites. The potential canopy cover for Tracy is estimated to be 44.9%, which considers potential planting area (6,207 acres) and existing canopy (1,233 acres).



Priority Planting Close-Up

Planting Priority Metrics



0 0.25 0.5 1 1.5 2 Miles

Map 6: Planting Priority in Tracy

▲ What do we have?

Community Tree Resource

Community trees (publicly managed trees along City streets and in City parks) play a vital role in Tracy. They provide numerous tangible and intangible benefits to residents, visitors, and neighboring communities.

The City recognizes that public trees are a valued resource, a vital component of urban infrastructure, and part of the City's identity. As of 2018, the public inventory includes 35,561 trees on streets and parks, although many trees were not included in the original inventory and more trees have been planted since its completion.

Structure

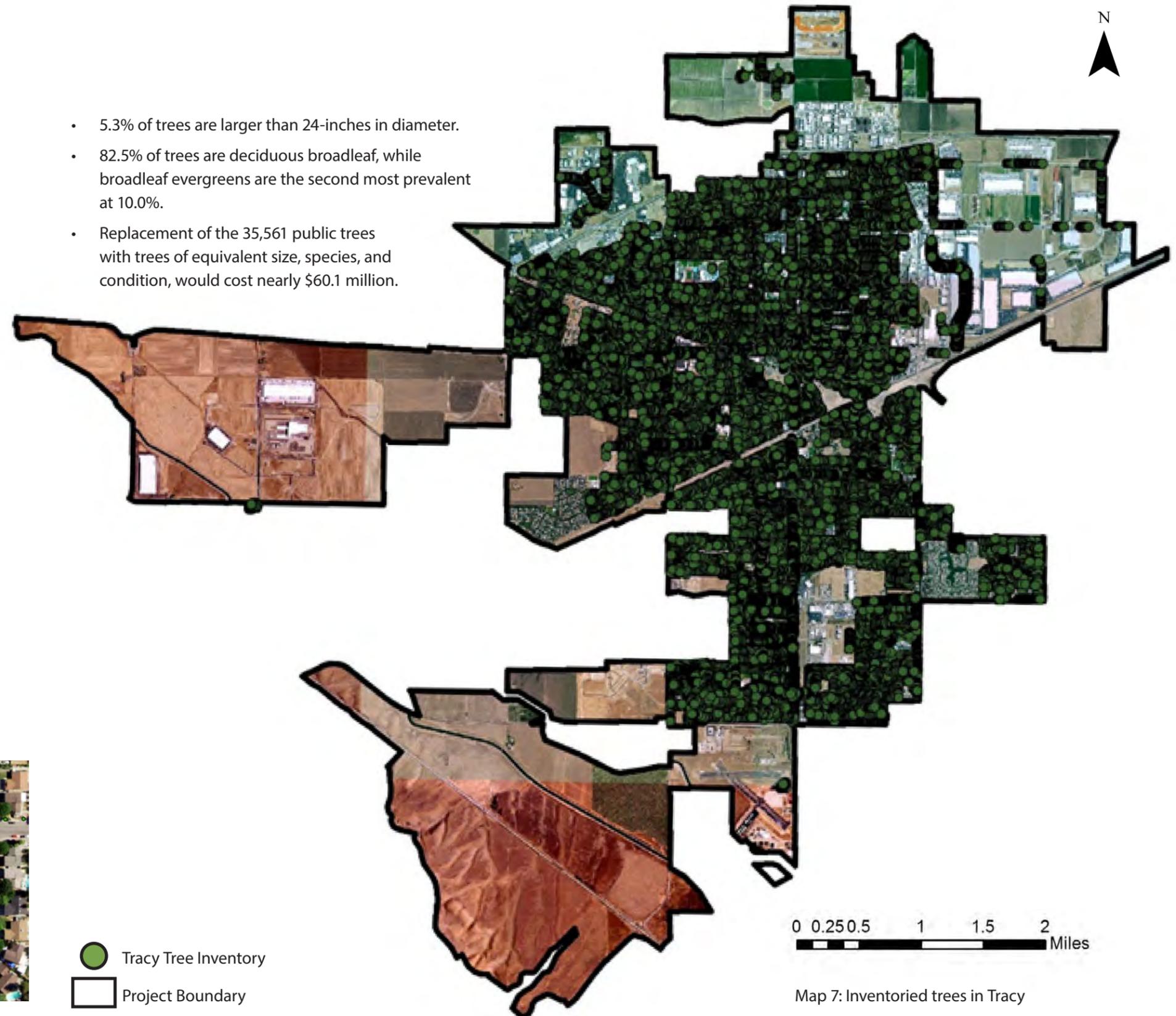
A structural analysis is the first step towards understanding the benefits provided by these trees as well as their management needs. As of 2018, Tracy's community tree resource includes 35,561 trees and 191 unique species. Considering species composition and diversity, relative age distribution (diameter at breast height, DBH²), canopy coverage, and replacement value, DRG determined that the following information characterizes the community tree resource:

- Among all trees, the predominant species are flowering pear (*Pyrus calleryana*, 10.1%), Chinese pistache (*Pistacia chinensis*, 9.3%), and Raywood ash (*Fraxinus angustifolia*, 8.1%).
- 71.0% of trees are less than 12-inches in diameter.



² DBH: Diameter at Breast Height. DBH represents the diameter of the tree when measured at 1.4 meters (4.5 feet) above ground (U.S.A. standard).

- 5.3% of trees are larger than 24-inches in diameter.
- 82.5% of trees are deciduous broadleaf, while broadleaf evergreens are the second most prevalent at 10.0%.
- Replacement of the 35,561 public trees with trees of equivalent size, species, and condition, would cost nearly \$60.1 million.



0 0.25 0.5 1 1.5 2 Miles

Map 7: Inventoried trees in Tracy

Species Diversity

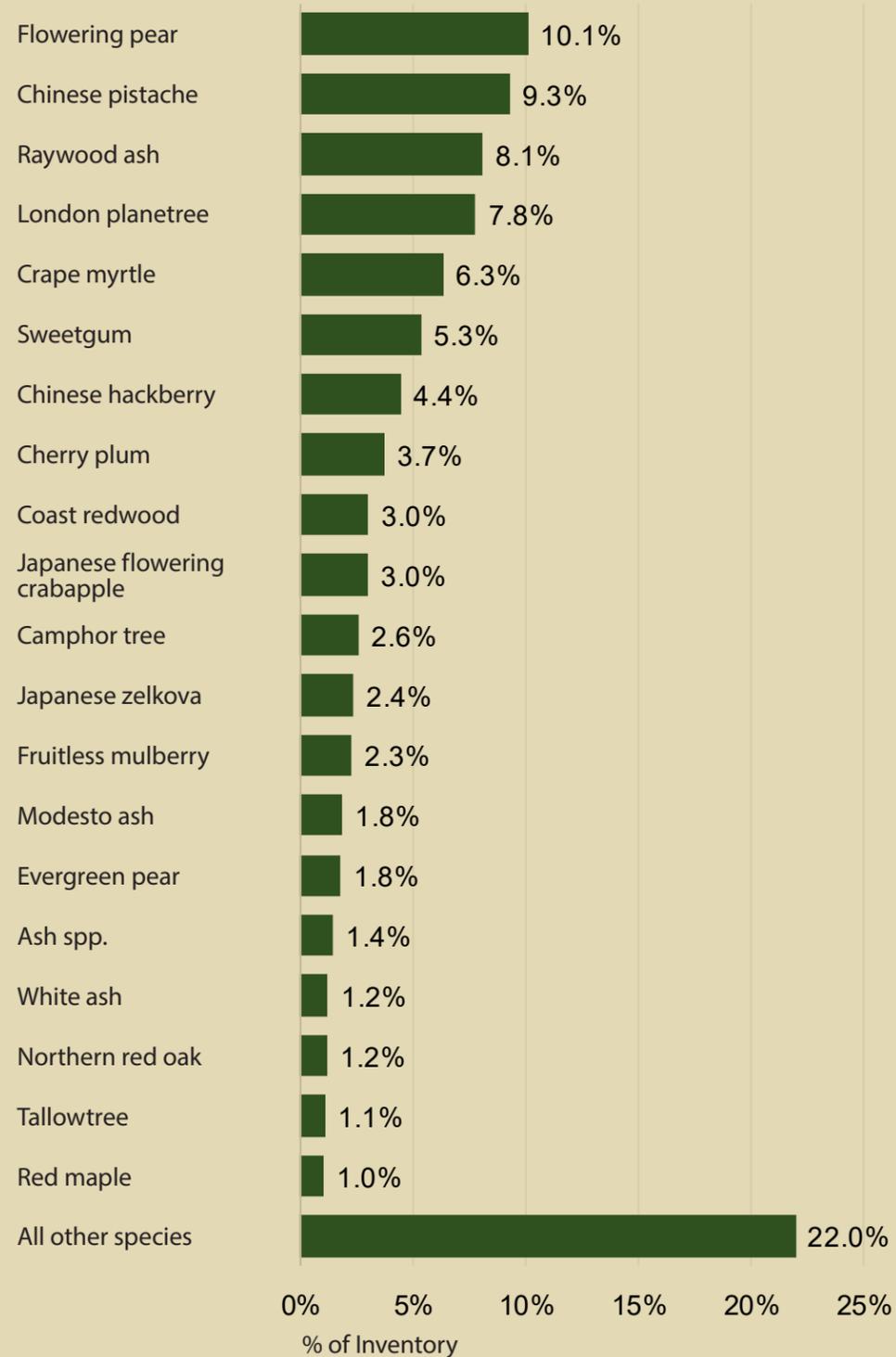
Maintaining diversity in a public tree resource is important. Dominance of any single species or genus can have detrimental consequences in the event of storms, drought, disease, pests, or other stressors that can severely affect a public tree resource and the flow of benefits and costs over time. Catastrophic pathogens, such as Dutch elm disease (*Ophiostoma ulmi*), emerald ash borer (*Agrilus planipennis*), Asian longhorned beetle (*Anoplophora glabripennis*), and sudden oak death (*Phytophthora ramorum*) are some examples of unexpected, devastating, and costly pests and pathogens that highlight the importance of diversity and the balanced distribution of species and genera. In addition to these pests there is growing concern for polyphagous shot hole borer (PSHB) (*Euwallacea* sp.), a new pest that has devastated urban areas in Southern California due to its wide host range, including avocado (*Persea americana*) and boxelder (*Acer negundo*) (Eskalen, 2015).

The 10-20-30 rule of thumb is a widely used standard that states that an urban tree population should consist of no more than 10% of any one species, 20% of any one genus, and 30% of any one family (Clark et al, 1997). The rule encourages greater genetic diversity, and thus, greater resilience. Considering significant pests and diseases, many cities are now opting to increase diversity to improve resilience.

The top five most prevalent species in Tracy represent more than 41.6% of the overall population, including: flowering pear (*Pyrus calleryana*, 10.1%), Chinese pistache (*Pistacia chinensis*, 9.3%), Raywood ash (*Fraxinus angustifolia*, 8.1%), London planetree (*Platanus x acerifolia*, 7.8%), and crape myrtle (*Lagerstroemia indica*, 6.3%). The prevalence of flowering pear exceeds the 10% genetic diversity rule.

Future plantings should focus on increasing diversity and reducing reliance on overused species. As over-predominant species are removed and replaced, new species should be introduced when possible. New species should be resistant to the known pest issues that currently pose a threat to the region.

Figure 3: Most Prevalent Species in Tracy



▲ What do we have?

Age Distribution

Age distribution can be approximated by considering the range in diameter (DBH) of the overall inventory and of individual species. Trees with smaller diameters tend to be younger. It is important to note that palms do not increase in diameter over time, so they are not considered in this analysis. In palms, height more accurately correlates to age.

The urban forest's age distribution is a key indicator and driver of maintenance needs. With Tracy's public tree resource (excluding palms), the age distribution reveals that 38% of trees are 12 inches or less in diameter (DBH) and 5.3% of trees are larger than 24 inches DBH.

Trees greater than 24 inches DBH require more regular inspections and routine maintenance as they mature. Managers can gain a better understanding of the specific risks that individual mature trees pose with regular inspection and risk assessment.

6,881 trees (24.3%) in the inventory are young (<6 inches DBH) medium and large-stature tree species that still have a lot of growing to do before they reach maturity. Training, defined as the selective pruning of small branches to influence the future shape and structure of a young tree, is critical at this stage to prevent costly structural issues and branch failures as these young trees mature into their final size in the landscape.

61.8% in the inventory are of intermediate age with a diameter between 7 to 24 inches. Similarly, the younger trees would benefit from structural pruning.

A high proportion of young, large and medium-stature tree species is a positive indicator for future benefits from the urban forest, since large shade trees typically provide more shade, pollutant uptake, carbon sequestration, and rainfall interception than small trees.

5.3% of the inventory are mature with diameters greater than 24 inches. When trees reach mature stature, they provide the greatest benefits. However, mature trees should be regularly assessed for health and risk factors as they approach or reach the end of their natural lifespan. They may have higher maintenance needs or require removal to reduce risk and liability.

Canopy from Public Trees

The amount and distribution of leaf surface area are driving forces behind the public tree resource's ability to produce benefits for the community (Clark et al, 1997). As canopy cover increases, so do the benefits afforded by leaf area. Tracy covers an area of approximately 26 square miles (16,615.9 acres). i-Tree estimates that public trees are providing 0.7 square miles (424 acres) of canopy cover which accounts for 3.0% of total land area.

Benefits Versus Investment

Trees in Tracy's community trees (public trees) provide an estimated 424 acres of canopy, approximately 3.0%. To date, trees in the community tree resource have sequestered 1,580 tons of carbon (CO₂) is avoided through decreased energy use, valued at \$23,698.

Annually, public trees provide nearly \$5.4 million overall benefits to the community at an average value of \$150.47 per tree. These benefits include:

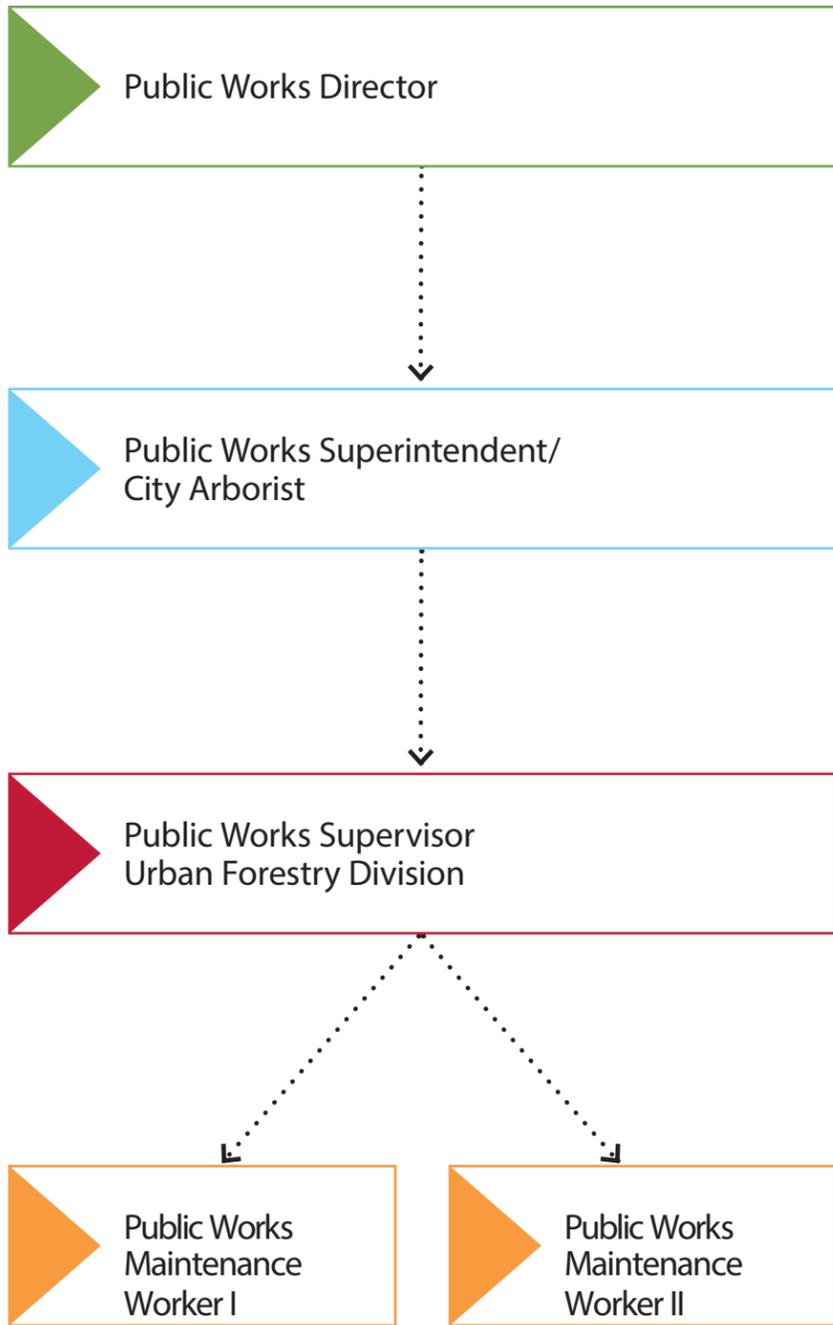
- \$727,347 in energy use (reduction, electricity and natural gas) through shading and climate effect, an average per tree benefit of \$20.46 per tree.
- \$16,171 trees in sequestered atmospheric CO₂ (1,078 tons), an average per tree benefit of \$0.45.
- \$368,567 in air quality improvements, an average of \$10.37 per tree.
- \$140,123 in intercepted stormwater (18 million gallons), an average of \$3.94 per tree.
- \$4.1 million (76.2%) are related to aesthetic and socio-economic benefits, an average of \$114.70 per tree.

Considering the estimated annual budget of \$1.4 million currently invested to manage the community tree resource, the net annual benefit (benefits minus investment) to the community is \$43.4 million. In other words, for every \$1 invested in the community trees, Tracy receives \$3.81 in benefits.

If a cork oak were planted and lived for 20 years, it would provide numerous environmental benefits including sequestering 1,818 lbs of CO₂ (\$42.27), preventing 1,480 gallons of rainfall runoff (\$13.23), and intercepting 13.6 lbs of air pollutants. If it were planted next to a building, it would save 2,160 kWh of electricity (\$333.71).

I-TREE DESIGN





Urban Forestry Operations

Tracy’s Urban Forestry Division operates under the direction of the Public Works Department. The Urban Forestry Division has been understaffed in recent years, which has resulted in a backlog of service requests.

Urban Forestry Division staff are responsible for the care of 35,561 trees funded by the General Fund and the Landscape Maintenance District (LMD). Services provided by the Urban Forestry Division include:

1. Tree Pruning
2. Tree Removals
3. Stump Grinding
4. Biomass Disposal and Utilization
5. Tree Planting
6. Tree Protection
7. Pest Management
8. Community Outreach and Engagement
9. Leaf Pickup (via Solid Waste and Recycling Division)
10. Emergency Response and Risk Assessment

Services

Tree maintenance involves the inspection, tree risk assessment, preservation, trimming, removal, stump grinding, and planting of trees along city streets and city property. Street tree staff estimate that nearly 70% of tree maintenance is performed by contractors.

Residents can request service for their City tree by contacting the Public Works Department by phone, in person, or through the City internet Government Outreach Program.

Requests are tracked through the City service management system and are addressed based on priority. Public safety concerns identified by staff or through service requests are prioritized first. Other service requests are addressed on a case-by-case basis and dependent on operational funding availability. Similarly, to street trees, park tree maintenance is prioritized by public safety concerns, service requests, and operational funding availability.

Appendix D summarizes the prioritization of tree maintenance tasks and associated courses of actions to maintain public safety as well as protect and preserve a tree whenever possible.

The City currently uses an inventory management program that is managed by City staff and operated through the City contractor. Field staff and contract crews update the inventory management program through mobile tablet devices.

Trees within the property boundaries of homeowner’s associations (HOA) are cared for by the HOA. The City has no role in the care or the inspection of the work performed on trees within these areas, unless specifically identified in a separate agreement.

The Urban Forestry Division is working to expand plant health care operations to include fertilizer applications and expansion of the use of plant growth regulators to improve plant health and reduce hardscape conflicts with tree roots and canopy.

▲ What do we have?

Tree Pruning

The City approaches tree maintenance from a public safety perspective and prioritizes clearance and visibility, followed by structural pruning. Tracy uses both contractors and a small in-house crew to maintain City trees. The Urban Forestry Division has a 60-foot boom truck with a tow behind chipper. Parks has another small chipper designated for parks use. The small tree crew primarily respond to initial service requests, small removals, hanging limbs, and sign clearance concerns. These two staff are supervised by the City Arborist.

The primary contractor has worked with the City for nine years and the work performed by the contractor is regularly inspected and reviewed by Street Tree staff to regularly communicate expectations and ensure the use of BPMs on City trees. Like the in-house forestry crew, contractors are scheduled based on priority, first addressing public safety concerns followed by preventive maintenance. In addition to regularly scheduled tree maintenance, contractors are available to support tree maintenance needs for emergency response or storm events.

Ideally, tree maintenance should be scheduled based on the City grid system. Grid pruning allows for efficient scheduling and ensures that all City trees are regularly inspected and pruned to promote tree health and prevent structural defects. Grid pruning primarily has been used for scheduling contractor pruning operations, but with revisions to grid pruning maps will provide structure for in-house crew operations, with the goal to provide tree maintenance for public trees on a five to seven-year cycle, depending on the availability of funding. To improve communication with property owners and increase the efficient use of resources, city staff are working to develop a grid pruning cycle, complete with mapping.

Tree Removals

Similarly, to pruning, tree removals are prioritized by public safety. Small removals can be managed by the in-house tree crew, but most large removals will be addressed by the City contractor.

Stump Grinding

Urban forestry has a stump grinder and performs approximately half of all stump grinding operations, with the other half conducted by the City contractor.

Biomass Disposal and Utilization

Whenever feasible, the City diverts wood chip debris from landfills by utilizing wood chips as mulch in City parks and around City facilities.

Tree Planting

Tracy's current tree planting budget is \$30,000. Funds are used to plant trees on Arbor Day, as well as to replace trees upon request.

When trees are removed the City will replace the tree when funding is available. If a planting site is determined to be unsuitable for tree planting, an alternative location will be selected.

As a result of a prolonged period of drought, tree planting has been limited to new construction projects in the last seven years. Because of limited funding and staffing, only small planting projects can be coordinated through contractors and available City staff. Larger planting projects are made possible through collaboration with local nonprofits and through volunteers.

Recently, Tracy was awarded a grant, through Cal Fire, to fund the "Tracy Trees for Tomorrow" project to plant 634 trees over the next three years (CAL FIRE Urban and community Forestry CCI Grant Awards 2016/2017). As a result of the grant, the City has been working to plant 634 trees in areas designated within the City as populations that are disadvantaged.

Right Tree, Right Place

Some species were planted heavily at different periods in the history of Tracy's urban forestry program. A few of these species are costly to maintain and are often poorly suited to the local climate. Thus, some members of the public have developed a negative perception of trees.

Flowering pear (*Pyrus calleryana*) and Raywood ash (*Fraxinus oxycarpa*) are examples of high maintenance trees that were planted historically. Both species are prone to pest problems, as well as heaving sidewalks, and dropping nuisance fruit. With prolonged periods of drought, pests and storm events have exacerbated the maintenance needs for both species.

As a result of the high maintenance costs associated with these two species and their over representation in the public tree population (flowering pear, 10.1% and Raywood ash, 8.7%), the City has mostly stopped planting them. In addition to poor species selection, unsuitable planting locations have resulted in conflicts with overhead utilities, heaving sidewalks, water meters, and fire hydrants. In some cases, large stature trees were planted in spaces that prohibited canopy growth and often result in the removal of trees prematurely. Conversely, in some locations, small stature species were planted in sites that could have accommodated larger trees.

Going forward, the City has elected to plant tree species that are more appropriate for the region (i.e. drought-tolerant) and installing them in planting sites where trees are less likely to conflict with utilities and hardscape. Urban Forestry Division staff are actively seeking tree species that are well suited to the local climate. They are coordinating with the Engineering Division to review site plans and make recommendations to avoid planting trees where future conflicts with infrastructure may arise and to maximize the potential benefits of the tree through choosing the right tree species for the right planting site.



Irrigation

Although irrigation is not explicitly defined as required maintenance, water is critical to tree health. Despite recent relief from a few relatively wet winters, California is still considerably dry and the central valley in particular generally experiences low average rainfall (~14 inches per year in Tracy) and extended periods without precipitation. The effects of our most recent drought will have a noticeable impact on Tracy's trees for years to come. Supplemental irrigation will continue to be a necessity if trees are to remain healthy and robust.

While state regulations restrict the irrigation of turf during watering restrictions, many residents are unaware that trees are exempt from these restrictions except under the most extreme conditions (MWEL0). It is important to provide adequate water to trees during periods of drought. Turf and other small plants can be more easily replaced once drought conditions subside. However, if a tree dies and needs to be replaced, it can take 10 to 20 years before mature tree benefits are restored by a newly planted tree. Trees that do not receive adequate water are also more likely to be attacked and succumb to pests and disease. Continued outreach and education about the responsibilities of property owners for the care of neighborhood trees and irrigating under water restrictions is crucial for supporting the health of trees.

City trees along major arterials, in center medians, at City facilities, and in parks are irrigated through irrigation systems with a valve that is separate from other landscape components. The separate irrigation system allows trees to be irrigated even when there are water restrictions.

Tree Protection Zones (TPZ)

Roots are a critical part of tree anatomy. They provide access and transport for water and other nutrients that support the growth of the tree. Roots also provide anchorage and foundational support for the above ground portion of the tree. Tree roots spread out over large areas and often well beyond the dripline and most roots are concentrated in the upper 12 to 36 inches of soil. As such, roots are vulnerable to disturbance, which can have an immediate and direct impact on tree health. Tree roots are especially at risk for damage during construction.

Construction and redevelopment are inevitable, but with foresight and planning trees can be preserved through Tree Protection Zones (TPZ). The TPZ is an area where the storage of construction materials and equipment, construction activities that may result in mechanical damage, and equipment traffic are prohibited within the Critical Root Zone (CRZ). The CRZ according to Best Management Practices is defined as the area of soil extending from the tree trunk where roots required for future tree health and survival are located.

Pest Management

At this time, there are no major active threats to Tracy's urban forest. However, like any urban forest, Tracy has a few pest problems, which are primarily addressed and controlled on a case-by-case basis, but including:

Fire Blight

Fire blight (*Erwinia amylovora*) is a bacterial disease that can invade all parts of pear trees (Elkins et al, 2017). Symptoms include wilting, blackening, and death of shoots, flowers, and fruits. If infections on the plant are not removed, the disease can spread to the main branches, trunk, and roots. The bacteria can spread from rain, insects, and pruning cuts.

Street Tree staff identified fire blight as one of the most damaging pests, due to the species prevalence in the City tree inventory. Fire blight infestations are addressed on an individual tree basis and does not have a formal treatment program.

Raywood Ash Canker

Fraxinus oxycarpa 'Raywood' commonly is affected by Raywood ash canker. Although trees usually are not killed, severely affected ash are often removed because of unsightly dieback, reduced shading, and their potential limb drop hazard (Raywood Ash Canker and Decline, 2019). Raywood ash was originally believed to be drought tolerant but a canker causing fungus (*Botryosphaeria stevensii*) has been noticeably impactful on drought stressed trees. These trees are apparently less drought tolerant than previously believed. Watering and pruning to thin canopies and reduce transpiration demand may improve the performance of Raywood ash. The long-term management strategy for this pest is reduced plantings of the species and managing infested trees on a case-by-case basis, dependent on funding.

Mistletoe

Broadleaf mistletoe (*Phoradendron macrophyllum*) is an evergreen parasitic plant that grows on a number of landscape tree species in California (Perry, 2006). In Tracy, mistletoe is a common occurrence. The City does not have a specific management program for managing this pest. Management primarily is controlled through the removal of infested branches.

▲ What do we have?

Invasive Pests and Diseases

While there currently are no major pest or disease organisms impacting trees in Tracy, there are a few emerging concerns in other areas of California and the U.S that have the potential and likelihood to affect Tracy's urban forest (public and private trees) in the future. Because many pests and disease pathogens are species specific, it is critical to promote and maintain a high degree of species diversity. This ensures that when a major pest or disease outbreak occurs, overall tree loss is minimized along with the costs associated with treatment, tree removal, and the loss of environmental benefits.

For example, polyphagous shot hole borer (PSHB) and Kuroshio shot hole borer (KSHB) are two invasive, wood-boring beetles, which together are known to affect 110 species of trees (Avocado: Polyphagous Shot Hole Borer and Kuroshio Shot Hole Borer, 2017). Currently the closest known infestation of either insect is in Ventura County, which is over 300 miles away; however, research suggests that there is potential for the pest to spread to northern California (Distribution of PSHB/FD and KSHB/FD in California, 2019). Multiple tree species in Tracy are vulnerable to these invasive pests.

Similarly, Citrus Greening (*Candidatus liberibacter asiaticus*), a bacterial disease that causes bitter, hard fruit production, is very concerning as it threatens the viability of California's citrus crops. While citrus species represent less than 1% of Tracy's public tree population, there are many citrus trees on private property. Due to quarantines in place to protect California's citrus crop, infected trees must be destroyed and disposed of appropriately (Grafton-Cardwell et al, 2019).

Citrus greening, PSHB, and KSHB are all confirmed to be in California, but another pest of concern that is currently not found in California is the emerald ash borer (EAB) (*Agrilus planipennis*). As of October 2018, EAB has been detected in 35 states and has contributed to the death of hundreds of millions of ash trees in North America (Emerald Ash Borer Information Network, 2019). The closest state with EAB is Colorado, but with a highly mobile human population, movement of infested ash trees through firewood, logs, branches, nursery stock, chips, or other ash materials this pest could be a future problem for Tracy's urban forest. Considering that more than 8% of Tracy's community tree population (public trees) are Raywood ash, with other ash species included in the inventory of trees, EAB could easily contribute to the death of more than an eighth of the public tree population.

Although, most of these invasive pests and diseases are not currently a problem for Tracy's trees, it is likely that one or all of these pests will be a problem in the future. It is important to take steps now to reduce the potential impact of an infestation. The primary focus should be to increase the diversity of the urban forest through new tree plantings; especially avoiding the use of ash species to decrease the potential effects of EAB. Secondly, many pests target trees in poor health first. Best Management Practices for reducing the impacts of pest and disease focus on optimizing tree health and prompt removal of trees that are in decline. Through regular inspections of trees, infestation can likely be detected early, which can in turn prompt a quick response to manage the pest and avoid further movement of a pest, as much as possible.

What is honeydew?

Shade is highly coveted during hot 100-degree days in Tracy and residents park their cars in the shade of trees to manage the heat. It is not uncommon for car owners to return to their vehicle and find it covered in a sticky film. This substance, commonly called honeydew, is the excrement, or frass, of aphids, soft scale, or other soft-bodied insects. These insects feed on the phloem of plants (Cranshaw, 2018). The phloem is the part of the vascular system which moves sugars and other metabolites produced in the leaves down to the roots. Because these insects are primarily consuming sugar, the waste that is produced is also mostly made up of sugars. The honeydew from these insects drips off the leaves of a tree and onto anything beneath the canopy of the tree.

Aside from the nuisance of the sticky residue, honeydew also is strongly associated with black sooty mold. When honeydew drips onto sidewalks, spores of numerous species of fungi germinate on the honeydew producing black fungal strands (mycelial threads), which give a sooty appearance to the sidewalk or any other surfaces where the honeydew encouraged colonization (Cranshaw, 2018).

Generally, aphids and sooty mold do not harm trees, and more often than not are nuisance pests. In an effort to manage the undesirable aesthetics and mess from aphids and consequently, sooty mold, the Urban Forestry division has purchased a tree injector system to reduce aphid populations in street trees through chemical applications. In addition to setting regularly application schedules, trees with higher aphid populations are being avoided for future street tree plantings.

Leaf Pickup



In the fall, typically from November through January, the Public Works Department coordinates a City-wide leaf pick up program. Residents are asked to fill totes with yard waste and place the containers on the

curb on scheduled days. When yard waste exceeds the capacity of the tote, excess leaves can be swept into a pile in the street (away from the gutter to allow water flow). Tracy Disposal will pick up the piles of leaves on the regular garbage collection day.

Community Outreach and Engagement

Community outreach and education are an important component of the urban forestry program. The engagement of residents in issues relative to public trees ensures that the community has an appreciation for the value and benefits of the urban forest. Engagement of residents also increases their understanding of the program and resources that are required to support its vitality and sustainability.

The Urban Forestry Division relies primarily on door hangers to communicate with residents about tree maintenance. The city website has a page that features information specific to trees and landscape maintenance. The page explains the differences in funding and maintenance between the General Fund and LMD Tree Divisions. In addition, the webpage features several links to resources, including the approved Street Tree Species list, Municipal Codes relevant to trees, tree care information for trees at planting and maturity, and additional information about the General Fund and LMDs.

Arbor Day events and other tree related events are advertised through the city's social media platform (e.g., Facebook, Twitter, Instagram, etc.).

“The planting of a tree, especially one of the long-living hardwood trees, is a gift which you can make to posterity at almost no cost and with almost no trouble, and if the tree takes root it will far outlive the visible effect of any of your other actions, good or evil.”

GEORGE ORWELL



▲ What do we have?

Emergency Response and Risk Assessment

The Federal Emergency Management Agency (fema.gov) recommends that an emergency response plan identify the goals and objectives for emergency response, define expectations for response team members, and identify any regulations that apply (e.g. OSHA, fire code, etc.) (2014). An Emergency Response Plan should include considerations to mitigate the potential for disasters, as well as define steps for preparedness and response.

According to Title 1, Division 4, Chapter 8, Section 3100 of California Government Code states that public employees are Disaster Service Workers and are subject to such disaster service activities as may be assigned by their superiors or emergency service commanders (2016). The term “public employees” includes all persons employed by the state or any county, city, city and county, state agency or public district.

Tracy’s Municipal Code, Title 7, provides considerations for emergency maintenance of utilities in the event of conditions which endanger life or property.

Storm events and other natural disasters can result in damage to trees. Tracy is prone to destructive strong winds and other storm events that result in loss and damage to trees. During such events, high winds can dislodge small branches and limbs and have toppled whole trees. All of which can interfere with emergency crews and disrupt essential services. Forestry staff has a role in assisting with clearing hazards, debris, and ensuring timely restoration of essential services. When storm events result in downed trees and limbs, Public Works staff are responsible for clearing debris from streets, sidewalks, and facilities to ensure safe passage for emergency vehicles and responders. Following storm events, forestry staff respond to other downed trees and limbs in less critical areas (e.g. parks) and visually inspect trees for damaged and/or hanging branches.

In preparation for future emergencies and natural disasters, Tracy has identified numerous funding mechanisms to support response efforts, including:

- Clearance of channel ways and utilities is funded through solid waste
- Approximately 15% of LMD and General Fund provide additional support for cleanup efforts

In readiness, Public Works staff are on a rotational, stand-by schedule for emergency response. For events that occur outside of normal operations, the person on stand-by is the lead. If events occur during normal operation, leadership defaults to normal managerial hierarchy. Stand-by or on-call personnel can call additional staff as needed. Public Works has established an after-hours crew that has been trained in the use of chainsaws, chippers, and aerial lifts. All after-hours crew members are trained on necessary equipment. During emergency events, all staff are considered mandatory reporters. In some circumstances, communications may be down. Staff are equipped with cell phones and some city vehicles have radio systems which are more reliable and generally unaffected. Policy for catastrophic events dictates that city staff ensure their own personal safety and the safety of their family and then report to the Public Works corporation yard. The responsibility for coordination of resources during storm and emergency response falls under the assigned Superintendent. During multi-day events, supervisors work to schedule relief to improve worker safety and allow for adequate rest. While emergency response policies are generally understood, the Department would benefit from an emergency response handbook that clearly communicates protocol, responsibilities, and practices to promote compliance and provide a reference for staff.

Initial staging for storm and emergency events is conducted at the Public Works corporation yard where maintenance equipment is readily available. During events, debris is taken directly to the City waste facility or temporarily stored at other City facilities. Following emergency response, temporary storage areas are cleared as quickly as possible.

Storms are variable and impacts on the urban forest can range from minimal to severe. In most instances, in-house crews are able to manage the workload. However, in severe storm events, when very large trees are involved, or where there is significant potential for damage to property, the City uses contracted services to assist. When fallen trees and branches are in contact with overhead or downed power lines, the City notifies the affected utility and contracts with specially trained, line-clearance contractors when appropriate. Field staff prioritize safety and are responsible for determining which activities are contracted out during emergency events. Historically, approximately 60% of emergency related activities have been performed by contractors.

Residents can report non-emergency tree damage through the City’s non-emergency phone line, online service request program, or call Public Works and submit a service request during normal operating hours. Forestry staff will inspect trees for risk and respond accordingly during regular operational hours.

Emergency responders (e.g., fire, police) communicate through emergency dispatchers for downed trees and limbs affecting emergency response. Main arterial roadways and emergency facilities receive the highest priority. To better facilitate future response, Public Works is coordinating with the Fire Department to prioritize critical areas and to develop corresponding community-wide maps. At times, the City’s non-emergency phone line is overwhelmed with calls. Procedures to handle high-call volumes are currently under review to improve efficiency and response times.

To increase resilience in the urban forest to wind and other storm events, forestry staff address structural issues during regular maintenance cycles. Reducing weight on extended branches, removing dead wood, and correcting poor branching structure reduces the likeness of limb and tree failure in high winds and major storms.

Funding

Summary of Annual Operations and Funding

Currently, tree maintenance is funded through the General Fund and Landscape Maintenance Districts (LMDs).

Tree Operations Budget

| | |
|--|-----------|
| Annual Planting | \$30,000 |
| Annual Pruning | \$500,000 |
| Tree Removals, Stump Grinding, and Disposal | \$300,000 |
| Irrigation and Establishment | \$1,000 |
| Annual Price of Repair/Mitigation of Infrastructure Damage | \$30,000 |
| Annual Price of Litter/Storm Clean-up | \$180,000 |
| Average Annual Litigation and Settlements due to Tree-Related Claims | \$2,753 |
| Annual Expenditure for Program Administration | \$200,000 |
| Annual Expenditure for Inspections/Answer Service Requesters | \$150,000 |



General Fund and the Landscape Maintenance Districts

In 2019, the General Fund experienced cuts, which resulted in the loss of funds for tree maintenance. This loss of funds reduced contractor pruning operations for grid pruning, which is critical for maintaining public safety and sustaining public tree health and benefits. The General Fund is subject to increases and decreases with economic fluctuations and instances where there is a loss of funds for tree care, not all cyclical maintenance can be addressed. The General Fund is not typically used to supplement tree maintenance in the LMD.

Tracy has 42 LMD zones, which fund 49 mini parks, 220 acres of landscaping, landscaped channel ways, bike trails, and high-use arterial roads. Currently there are 25,842 trees within the LMD.

The LMD is funded through assessments, paid by property owners through property taxes and similarly to the General Fund are vulnerable to changes in the economy. In the past, some LMD zones were not established with sufficiently high assessments, resulting in disparities in funding and in the level of maintenance between neighborhoods. In addition, high maintenance trees, such as, flowering pear (*Pyrus calleryana*) and Raywood ash (*Fraxinus oxycarpa*) are more heavily planted in some zones, putting a considerable strain on the budget for those areas.

Many trees along main arterial roadways are maintained through the LMD. However, these areas are broadly used by the community and forestry managers are evaluating the feasibility of other funding mechanisms.

Landscaped channel ways are historically underfunded. As a result, tree maintenance is often deferred and many trees are overgrown or are encroaching on adjacent properties. It is important to maintain these channels to ensure they are free of debris and plant material that would hinder stormwater flows and increase the potential for flooding in the event of heavy precipitation. Dedicated funding for channel way maintenance, can help ensure that clearance and flow potential are maintained.

▲ What do we have?

Partners

Interdepartmental

Parks Division

The Parks Division is responsible for the maintenance of turf and landscaped areas. Trees within parks are cared for by the Urban Forestry Division.

Parks and Community Services Commission

The Parks and Community Services Commission, a council-appointed membership of seven residents with Tracy city limits, communicates with the Public Works Department to address public safety concerns and other maintenance tasks for trees within City parks both in the General Fund and the LMD.

Development Services Department - Engineering Division

The Engineering Division in coordination with the Urban Forestry Division, is responsible for the approval and final inspection of the installation of trees and other landscape material within the public right-of-way and for Capital Improvement Projects. Specific plans outline the specific design specification for subdivisions. Engineering also ensures compliance with the Americans with Disabilities Act and coordinating with Urban Forestry Division to address trees that are creating conflict with sidewalks.

Engineering coordinates with the City Arborist to identify tree related issues within construction projects, including identifying trees that are suitable for preservation and coordinating tree protection around those trees on construction sites. Engineering coordinates with the City Arborist to inspect design plans for the inclusion of different species. Upon review by the City Arborist, the City Engineer may approve the species selection and placement of those trees according to city design standards. In instances where species are not listed on the approved species palette list, the City Arborist can use their discretion for the approval of such species. Following installation of landscape, a City landscape inspector is responsible for inspecting if landscape materials were installed according to the design plan. However, Engineering staff report that while developers may install landscape material according to design plans, homeowners frequently alter the design after purchasing a property, including removing trees in the right-of-way.

In addition to reviewing and providing recommendations for designs, the City Arborist coordinates with Engineering staff to identify and inspect TPZs for construction projects.

Planning Division

The Planning Division is primarily responsible for enforcing zoning ordinances and reviewing and inspecting projects

on private property. While there is no Municipal Code that protects trees on private property, community members have prompted the protection of large trees on prominent construction projects. In such events, Planning Division staff has sought the recommendations of the City Arborist for solutions for tree protection.

Public Works Department- Street and Sidewalk Maintenance Division

Street and sidewalk repairs that involve street trees are coordinated with the City Arborist to inspect work to support tree health.

Fire Department

The Fire Operations Division's goal is to maintain a constant state of readiness to respond and protect against injury, loss of life, and/or property damage caused by fire, medical, and emergencies when needed.

The Department coordinates with the Public Works Department during storm or emergency events to manage debris from trees and to maintain accessibility for emergency response crews. In addition, the Department is prepared to respond to wildland urban interface (WUI) areas where residential development meets with open space and natural wilderness areas. Although Tracy does not currently have any neighborhoods that might be classified as WUI, the Tracy Hills development will require active management of the natural areas adjacent to homes. The Department coordinates with Public Works staff to manage ladder fuels in areas vulnerable to fire.

“The UFMP can help by establishing clear standards for species selection, replacement, maintenance, planting, locations both throughout the City and where on each lot/parcel”

UNKNOWN STAKEHOLDER



Community Partners

Pacific Gas and Electric

In California, all utility providers are subject to General Order 95; Rule 35 Vegetation Management (California Public Utilities Commission, revised 2012) and FAC-003-2 Transmission Vegetation Management (NERC) which outlines requirements for vegetation management in utility easements. These requirements include clearance tolerances for trees and other vegetation growing in proximity to overhead utilities.

Trees located under utility lines should be directionally pruned by trained, authorized line clearance personnel only to provide clearance and/or reduce height. Selecting small-stature tree species that are utility friendly for planting sites in utility rights-of-way can minimize the need for these maintenance activities.

The urban forest has an impact on every resident, visitor, property owner, and business in Tracy. The benefits of the community's trees extend beyond the City limits. The responsibility for their care and protection is shared by many individuals, volunteers, nonprofit organizations, City departments, and tree care professionals. The engagement and contribution of urban forest stakeholders was integral to the development of the Urban Forest Management Plan.

Non-profit Tree Advocacy

The Tracy Tree Foundation (TTF) was founded in 2016, with strong support from the City, to educate the public on the benefits of trees and coordinate tree plantings. They also encourage the preservation of trees within Tracy.

In response to community interest in hiking and biking, the Tracy Nature Park Advocates was founded by numerous community members. This group advocated and petitioned for the creation of a nature park, which would provide numerous hiking and biking trails.

Community non-profit groups, like the Tracy Tree Foundation and the Tracy Nature Park Advocates, are valuable partners for the City. Not only do community non-profit groups serve as strong advocates on the behalf of trees and green space, but they also provide a strong network of volunteers. Volunteers have been and will continue to be critical to the success of Arbor Day and other tree planting events. Furthermore, volunteer-led education and outreach activities will be critical for promoting the preservation of private trees and enhancing the urban forest. Tracy Nature Park Advocates

▲ What do we have?

Policy and Regulation

City policies and regulations provide the foundation for the Urban Forestry Division. They outline requirements and specifications for the planting, installation, and care of Tracy's public trees. They also provide the regulatory framework for the protection and preservation of the urban forest assets as well as the enforcement of activities and issues that impact the community's trees. The development of Tracy's Urban Forest Management Plan included a comprehensive review of City policies, development and construction standards, ordinances and other regulations that apply to the urban forest. The following provides a summary of the review process and key findings.

Federal and State Law

California Urban Forestry Act

Section 4799.06-4799.12 of the California Public Resources Code defines a chapter known as the California Urban Forestry Act. The act defines trees as a "vital resource in the urban environment and as an important psychological link with nature for the urban dweller". The act also enumerates the many environmental, energy, economic, and health benefits that urban forests provide to communities.

The purpose of the Act is to promote urban forest resources and minimize the decline of urban forests in the state of California. To this end, the act facilitates the creation of permanent jobs related to urban forestry and encourages coordination with state and local agencies to reduce or eliminate tree loss and prevent the introduction and spread of pests. The act grants the authority to create agencies and mandates that urban forestry departments shall provide technical assistance to urban areas across many disciplines. The Act also authorizes and recommends numerous funding tools to achieve these goals.

Public Park Preservation Act

In addition to the protections provided by the California Urban Forestry Act, the Public Park Preservation Act of 1971 ensures that any public parkland converted to non-recreational uses is replaced to serve the same community.

Migratory Bird Treaty Act

Passed by Congress in 1918, MBTA defines that it is unlawful to pursue, hunt, take, capture, kill, possess, sell, purchase, barter, import, export, or transport any migratory bird, or any part, nest, or egg or any such bird, unless authorized under a permit issued by the Secretary of the Interior.

The act can impact forestry operations during times when birds are nesting and may delay work in order to avoid violating the MBTA.

Endangered Species Act

Signed in 1973, the Endangered Species Act provides for the conservation of species that are endangered or threatened throughout all or a significant portion of their range, and the conservation of the ecosystems on which they depend.

The listing of a species as endangered makes it illegal to "take" (harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to do these things) that species. Similar prohibitions usually extend to threatened species.

Model Water Efficient Landscape Ordinance

To promote the conservation and efficient use of water and to prevent the waste of water, Model Water Efficient Landscape Ordinance (MWELO) was adopted in 2009 and later revised in 2015, requiring increases in water efficiency standards for new and retrofitted landscapes through the use of more efficient irrigation systems, greywater usage, and onsite stormwater capture, and by limiting the portion of landscapes that can be covered in turf.

California Senate Bill No. 606 and No. 1668

Approved by Governor Jerry Brown on May 31, 2018, these bills require cities and water districts to set permanent water conservation rules, even in non-drought years. Under the bills, each urban water provider will be required to set a target water use goals that must be approved by the State Water Resource Control Board by 2022, if agencies fail to meet these goals, potential fines as high as \$10,000 a day may be issued. Standards are based on 55 gallons per person per day for indoor water use (later decreasing to 50 gallons by 2030) and regional based standards for outdoor use.

California Solar Shade Act

Passed in 1978, the Solar Shade Control Act supported alternative energy devices, such as solar collectors, and required specific and limited controls on trees and shrubs. Revised in 2009, the Act restricted the placement of trees or shrubs that cast a shadow greater than 10 percent of an adjacent existing solar collector's absorption area upon the solar collector surface at any one time between the hours of 10am and 2pm.

The Act exempts trees or shrubs that were planted prior to the installation of a solar collector, trees or shrubs on land dedicated to commercial agricultural crops, replacement trees or shrubs that were planted prior to the installation of a solar collector and subsequently died or were removed (for the protection of public health, safety, and the environment) after the installation of a solar collector, and trees or shrubs subject to city and county ordinance.

Tracy Municipal Code

The Tracy Municipal Code includes ten Titles that provide considerations for trees:

Title 2 Administration Provides definitions for professional or consultant services, including tree trimming.

Title 3 Public Safety Provides considerations for graffiti control as it relates to trees, as well as, removal of obstruction to traffic including by trees. Requires the reporting of damage to trees to Police following an accident.

Title 4 Public Morals, Welfare, and Conduct Prohibits the posting of handbills on trees along streets in the City.

Title 5 Sanitation and Health Provides important rules regarding leaf pickup that is provided by the City in the winter months.

Title 6 Business, Professions, and Trades Provides considerations for the Downtown Incentive Program for off-street improvements, following approval by the City, applicant agrees to make the improvement to street trees and tree wells/grates with are located in the public right-of-way fronting a property must meet City Standards.

Title 7 Public Works Establishes the Parks and Community Services Commission and authorizes provisions for violations of Title 7, but allows the City to seek additional relief, including recovering for the value of the damaged or removed tree.

Provides definitions for relevant terms for trees and tree maintenance activities and the role of the director and gives the director authority to inspect, maintain, remove, replace street trees, and require property owners to maintain privately planted trees that interfere with the growth and health of street trees, including the use of dust reducing agents that are hazardous or detrimental to the health of trees. Title 7 also defines the director's role and authority in the application process for tree removal permits.

Title 7 prohibits the mutilation or impairment, or destruction of City trees and provides that the City is not responsible for tree maintenance in areas not within the City. Prohibits the planting of trees in public areas without permission. Title 7 authorizes maintenance of trees if interfering with public utility and prior to maintenance on public utility, agencies are required to get permission from the director if a street tree may be damaged but provides exceptions for emergencies.

Title 8 Finance, Revenue, and Taxation Provides exceptions for cable providers to trim trees to prevent contact with wires, cables and other equipment on public and private property.

Title 10 Planning and Zoning Designates the type and number of trees that are approved by the director for parking areas and requires a certain number of trees with reasonable spacing per parcel. The Title refers to City of Tracy Specification Standards for planting standards. The Title establishes the vision clearance for corner lots for street trees at least eight feet above the established grade of the curb and requires the use of trees and other methods to shield visible parking areas of parking garages and around drill sites.

Title 11 Public Utilities Provides selection criteria for trees in landscape design plans and requires that where feasible, trees should be irrigated by separate valves from other landscaped areas.

Title 12 Subdivisions Requires that subdivisions should be designed to limit the removal of non-production (trees that do not produce fruit or nuts) and should be accurately denoted on development plans. Any recommendations to remove a tree due to defects or disease must be supported by a report from a licensed arborist, with additional recommendations for proposed grading within a certain number of feet within the dripline of any saved tree.

Design Standards

Revised every 5 years, Tracy's Design Standards provide landscape standards, including shade tree requirements,

for sites adjacent to freeways, parking lots/areas, lighting, buildings over 50,000 square feet, outdoor spaces, and landscaped areas. The Design Standards also provide considerations for the use of trees for screening, large trees for shading, drought tolerant trees, and tree box filters for bioretention and redirection of runoff.

Guiding Documents

Tracy General Plan 2011

The General Plan provides a vision for the future and establishes a framework for how Tracy should grow and change over the next two decades. The Community Character Element within the General Plan includes language about the incorporation and inclusion of trees in the urban landscape. According to the General Plan, trees should be planted along all residential streets, along the I-205 Commercial Area, parking lots in Village Centers, areas within Corridors, on the south and west sides of new buildings or buildings being renovated, and riparian corridors.

Tracy Sustainable Action Plan 2011

Tracy's Sustainability Action Plan is a detailed, long-range strategy to achieve sustainability in the sectors of greenhouse gas (GHG) emissions, energy, transportation and land use, solid waste, water, agriculture and open space, biological resources, air quality, public health, and economic development. The Plan encourages the strategic placement of trees with the intent for cooling pavements. The municipal tree planting subsection within the Plan identifies the goal of planting 33 acres of healthy trees by 2020, with each acre consisting of 35 to 40 trees in order to encourage carbon sequestration.

Standard Specification (2008)

Title 10 refers to the City's Standard Specification for planting guidelines for the installation of parking lot trees; however, the document does not have any guidelines or standards for planting street trees.

▲ What do we have?

Conclusions

The City currently has an inventory of 35,561 public trees, with more trees being removed or planted every day. The Resource Analysis summarizes the composition of this community resource. The urban tree canopy assessment provides a land cover layer that identifies the location and extent of existing canopy (public and private), establishes a baseline for monitoring overall tree canopy cover throughout the community, and augments the City's GIS database. Additional protections for private trees would promote the preservation and protection of some large or unique tree species. A well-trained and dedicated City Arborist and forestry staff provide leadership and expertise and promote stewardship of the urban forest. All of this provides the foundation and tools necessary to make meaningful and effective management choices and illustrates the investment that Tracy has made in its urban forest. The information provides a basis for developing community goals and urban forest policies and establishes benchmarks for measuring the success of long-term planning objectives over time.

The City has ample capacity to increase the urban forest given an existing canopy cover of 12.8% and a potential for nearly 45%. Areas slated for development (residential and commercial) will eventually represent a mixture of land cover that includes both hardscape (impervious surface) and tree canopy. It is important to recognize that impervious surfaces and canopy cover can co-exist in many instances, especially with the incorporation of appropriate design standards. Canopy that extends over hardscape features, including parking lots, streets, and structures can add to the overall amount of canopy cover and reduce the ratio between canopy cover and impervious surfaces. In addition, shade provided by tree canopy can demonstrably extend the lifespan of materials used in the construction of hardscape features (McPherson, et al, 2005). Another opportunity for expanding tree canopy cover is through private property, where trees can provide direct benefits to residents.

Stakeholder interviews and a review of operations identified a number of opportunities and challenges facing Tracy's urban forestry program over the next couple of decades. Potential issues include maintaining adequate resources (staffing, funding, and equipment), increasing forest resiliency, inventory management, revisions to Municipal Code, and the partnership with the Partnerships with local nonprofits.

The City aims to provide service to public trees through five to seven-year maintenance cycles. The City Arborist ensures that contractors and Urban Forestry Division staff follow best management practices and industry standards, including standards for safety and professional training.

The Urban Forestry Division has two staff and has experienced periods of time where positions with the division were vacant. As a result, the Division has been working to fulfill high volumes of open work orders. Therefore, preventative maintenance is largely restricted based on available funds. With a small in-house tree crew and a contract tree care company, the care of public trees is currently reactive, focused on clearance pruning and response to hazardous and emergency situations. However, the program pruning cycle that began in recent years is having a positive effect. Additionally, high maintenance trees are concentrated in LMD zones, some of which have fewer resources than the General Fund, and as such require more frequent maintenance to maintain clearance and minimize risk. Urban trees are a living resource that benefit from timely maintenance to address health and safety needs and encourage strong structure. Proactive inspection and maintenance promote tree longevity, maximizes benefits, and helps manage risk potential.





Increasing interdepartmental coordination for planning and resource sharing promotes greater efficiencies for urban forestry operations. Collaboration with Engineering staff during revisions for Design Standards allows for considerations for planting sites. Greater consideration should be given to adequate soil volume, minimum dimensions, and alternative designs, all of which would improve environmental conditions for trees and support community canopy goals.

The urban forest is a living resource subject to environmental and cultural stressors, including pests, disease, extreme weather and climate change, pollution, and accidental damage. While it is impractical to protect and preserve every tree, actions and strategies that increase overall resilience can ensure that the community continues to receive a stable flow of benefits. Strategies for increasing forest resilience include increasing species diversity, planting the right tree in the right place, regular inspection and maintenance, and management of pests and disease. While the city must still contend with the planting decisions of the past, moving forward, forestry is focused on selecting species that are better suited to the local climate, drought tolerant, and more resilient to potential pest threats. It is also vital to provide sufficient funding to support the tree throughout its lifetime.

A complete inventory of public trees and a comprehensive inventory management system are vital components for urban forest management. Ideally, trees that were not included in the original inventory will be added and include the location, species, condition, and size (DBH). An updated inventory and updated data metrics for existing trees in the inventory will allow managers to track tree history, create work orders, and create grid-based pruning cycles. This will improve program efficiency and provide information to support funding requests and for programming work tasks.

In Tracy, according to Municipal Code, it is unlawful to damage or remove any tree planted or maintained by the City in right-of-way or planting easements, unless a person obtains a permit

through the City. However, the fines for violations of Municipal Code are based on Street Tree Removal Criteria, which may not reflect industry's current standards for the true replacement value of a tree. Additionally, enforcement of the Municipal Code can be challenging. The urban forest webpage should continue to provide important links and fact sheets that summarize key messages for maintaining and preserving all trees.

Community support for the urban forest is critical for sustainable programming and the realization of long-term goals. Engaging community members through workshops, online resources, and volunteer projects engenders a greater sense of ownership and stewardship for the urban forest. In partnership with the Tracy Tree Foundation urban forestry staff have a great opportunity to promote the urban forest on private property through coordinated outreach activities and materials. While this partnership presents a great opportunity for facilitating community engagement and educational activities, leadership changes at TTF have led to some instability in the partnership and the City should continue to explore other opportunities with local non-profits.

Since 2015, Tracy has achieved Tree City USA status, reflecting the City's commitment to responsibly care for trees through tree care ordinances, dedicated funding, and annual observances of Arbor Day. Beyond this recognition, city staff are motivated to innovate the existing urban forestry program and ensure that the urban forest is preserved and protected for future generations. With prolonged periods of drought and an increasing risk of introduced pests and disease pathogens, park staff are acutely aware of the challenges and potential vulnerabilities that urban trees face. Because the urban forest is a dynamic, growing, and ever-changing resource, it requires sound and proactive management to fully realize its maximum potential.

▲ What do we want?

To better understand how the community values the benefits of the urban forest resource and to provide residents and other stakeholders an opportunity to express their views, The Tracy Tree Foundation and other community and City staff stakeholders were engaged through multiple outreach efforts to gather input on content and recommendations contained in the UFMP.

Stakeholder Outreach

While it may not be their primary focus, many individuals and departments within the City share some level of responsibility for the community urban forest, including planning for, caring for, and/or affecting the policy of urban forest assets. City Partners were invited to participate in an interview and discussion about their role and perspective for the urban forest as well as their views, concerns, and ideas for the UFMP. These interviews provided important information about the current functions of the Urban Forestry Division and potential areas for improvement. Concerns, requests, and suggestions from all stakeholders were of primary interest and were provided full consideration in the development of the UFMP.

Key stakeholders were invited to provide insight into the current state of the urban forest. Participants identified challenges and opportunities for the urban forest, as well as, helped to create a consensus for the goals of the UFMP.

Stakeholders included:

- Engineering Division
- Planning Division
- Parks Commission
- Public Works Staff
- Tracy Tree Foundation (TTF)
- Tracy Nature Parks Advocates

Challenges and opportunities identified through the stakeholder interview process include the following:

1. Additional outreach and engagement is needed
2. Forestry is underfunded, resulting in reactive maintenance
3. Increasing species diversity will lead to greater resilience in the urban forest
4. Future tree planting should focus on planting the right tree in the right place for greater benefits and cost savings
5. Review and revise Municipal Code to address the challenges facing the urban forest



“Educate civic leaders and citizens about the benefits of trees and to advocate for the urban forest.”

UNKNOWN STAKEHOLDER

Community Meetings

A meeting was held on May 1, 2019 from 6:00 p.m. To 7:30 p.m. at the Tracy Transit Center. The meeting was advertised through social media, city emails, and the city website. The meeting was attended by 18 community members, six of which were city staff.

The meeting included a presentation about the community's urban forest and current program status. Following the presentation, attendees participated in a discussion and planning session to identify goals and objectives for the UFMP. Attendees were asked to provide their expectations for public tree maintenance and locations for additional tree plantings. Participants were also asked to share their opinions on the types of education and outreach, the best opportunities for providing educational materials and outreach activities, the professional licensing requirement for tree care providers within the city, protections for private trees, and collaboration opportunities.

Community meeting participants overwhelmingly expressed interest in learning more about the Sacramento Tree Foundation Greenprint Initiative to adopt a 35% canopy goal. They did not support a goal of no net loss (to maintain the current level of 12.8% canopy cover). Similarly, the majority favored additional plantings along streets and medians, parks and open space, commercial and industrial areas, but did not support opting for no additional plantings of trees.

Most participants indicated overall dissatisfaction with the current level of service provided to public trees and indicated a plant health care-based approach (cyclical maintenance, with regular inspection and pruning of public trees) or best possible care (structural training of young trees) are favored.

Questions posed to participants about the best methods of outreach and topics for education indicated that community members appreciate multiple methods of outreach and engagement and are interested in a wide range of educational topics; however, participants indicated disinterest in the use of door hangers for educational outreach. Participants also expressed support for the Tracy Tree Foundation as an avenue for outreach and education.

Community participants were asked about their level of support for ordinances that would provide protections for trees on public and private property. Most participants indicated support for protections for trees specific species and sizes, trees in parking lots, native trees, and public trees. Meeting attendants indicated opposition for requirements for professional licensing for tree care professionals on private property.

"The biggest challenge facing Tracy's city trees is to prevent existing trees from being cut down and/or be replaced when they die or are removed."

UNKNOWN STAKEHOLDER



▲ What do we want?

Plans, Goals and Actions

Based upon a review of the current Urban Forestry program and resources, and collaborative input from the community and other stakeholders, the UFMP identifies five goals and eight existing policies that support and represent what Tracy residents, stakeholders, and staff want for the future of Tracy's urban forest. These goals, and the strategies that support them, are intended to optimize the management of the city's community forest in an efficient, cost-effective, sustainable, and safe manner. The Plan identifies three major areas of focus:

1. Grow, maintain, preserve, and enhance a sustainable urban forest
2. Optimize the environmental, social, economic, and public health benefits of trees and canopy
3. Align urban forest management policy with community expectations and cost efficiency

Grow, maintain, preserve, and enhance a sustainable urban forest

The urban forest provides numerous benefits to the community. Although it might be tempting to plant as many trees as possible, it is important to grow and enhance the urban forest in a sustainable manner. It is important to ensure not only that trees are planted, but also that they can be maintained throughout their lifetimes.

“As a comprehensive document, the UFMP can define and illustrate the course from the present state of the urban forest toward the ultimate goal of a well-appreciated, sustainable, enviable urban forest.”

T. ROCHA

Goal 1: Preserve trees whenever possible.

Trees take a long time to grow and the benefits that they provide increase as they mature. Therefore, tree removals should be avoided whenever possible to ensure all trees provide the maximum potential benefits. Trees that pose an unacceptable risk to public safety or the overall urban forest shall be removed and replaced with a suitable species.

Goal 2: Reach 40% canopy cover by 2040.

Tracy has the potential to support nearly a 45% canopy cover. However, with development and constraints on funding, the City should first work towards a goal of 40% canopy cover over the next 20 years.

Existing Policy 1: Plan for trees.

When proper consideration is given to planting trees, future removals can potentially be avoided. Selecting the right tree right place increases the ability for a tree to reach maturity and ensures that it has ample space for canopy and root growth.

Existing Policy 2: Foster current partnerships with local non-profits and continue to explore opportunities with additional non-profit groups.

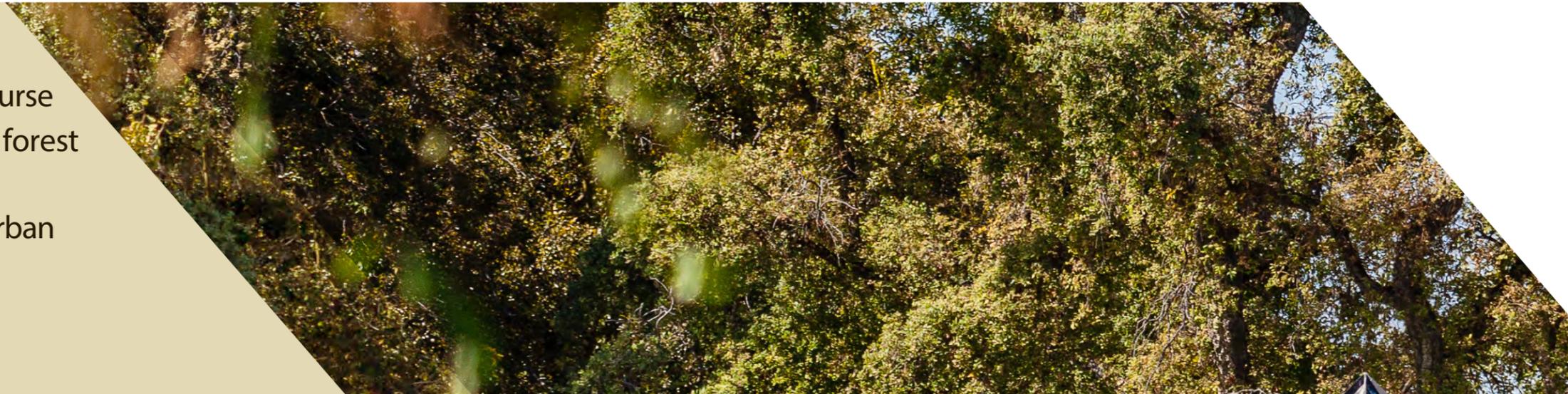
Growing, maintaining, and educating the greater community about the benefits of the urban forest are greatly enhanced through the partnership with local nonprofits.

Existing Policy 3: Promote the longevity of trees as a public resource.

Like all living things, trees have a finite lifespan, though some are longer lived than others. Managers have an important role in reducing mortality rates through proactive tree maintenance practices.

Optimize the environmental, social, economic, and public health benefits of trees and canopy

Trees are a valuable community asset and an integral part of the infrastructure. The environmental, social, economic, and public health benefits provided by trees and canopy are directly related to the distribution of leaf surface and tree canopy. As trees mature, the benefits that are provided to the community increase.



Goal 3: Engage the community to increase support for the urban forest.

The urban forest is more likely to be preserved and maintained by a community that understands the benefits that the urban forest provides to the community. Community members that are strong advocates on the behalf of the urban forest also improve the long-term viability of the urban forest.

Goal 4: Encourage the planting of trees on private property.

Private trees contribute significantly to the urban forest and the benefits that it provides to the community as a whole. While trees on public property are significant contributors to community benefits, private property provides an opportunity for additional planting sites and more direct flow of benefits to community members.

Currently park trees are maintained through both the General Fund and the Landscape Maintenance Districts (LMD). Because these resources are limited, care for park trees and trees in open space is prioritized based on public safety and dependent on available funding. Alternative funding sources to support the Urban Forestry program should continue to be explored and implemented as appropriate and/or available. Examples of these are: special assessments specific to urban forestry, parks and street-scaping; grants; recycling program funds; etc.

Existing Policy 4: Manage risk.

When trees are well-maintained throughout their lifetimes, the risks trees pose to the public are reduced.

Existing Policy 5: Expand the tree canopy of Tracy through the planting of trees on public property.

Public trees are a valuable component of infrastructure. Not only do trees reduce the rate of deterioration of asphalt and concrete, but also decrease the effects of urban heat islands.

Align urban forest management policy with community expectations and promote efficiency within the Public Works Department

Increasingly, there is more scientific data on the benefits that trees provide to communities, which promotes greater appreciation for the urban forest. Optimization of urban forestry funding and programming allows for the City to meet and exceed community expectations and increase efficiency.

Goal 5: Revise Municipal Code to respond to community needs.

As a community grows, its needs can change. Municipal Code should be periodically reviewed and revised to improve the benefits that trees provide to the environment and to the overall community.

Existing Policy 6: Ensure policy documents communicate a shared vision.

Inconsistencies across city policies, documents, and departments creates confusion between departments and the community. Uniformity promotes strong and efficient policy that aligns with community expectations.

Existing Policy 7: Provide emergency response to ensure accessibility for emergency responders and restoration of regular operations.

Following storm events or other emergency situations, trees may have been damaged and create problems for emergency responders, as well as, disrupt normal city operations. Emergency response is important for ensuring access for emergency crews and restoring normalcy following such events.

Existing Policy 8: Maintain a fire safe community.

In the last decade, California has experienced catastrophic losses as a result of wildfire. With prolonged periods of drought and a changing climate, wildfire is likely to continue to be a threat to communities that neighbor the wildland urban interface. The risk of living in these areas can be reduced through numerous wildfire mitigation strategies.



▲ How do we get there?

The goals and actions proposed by the Urban Forest Management Plan (UFMP) are organized by area of focus:

1. Align urban forest management policy with community expectations and cost efficiency
2. Optimize the environmental, social, economic, and public health benefits of trees and canopy
3. Grow, maintain, preserve, and enhance a sustainable urban forest

Each area of focus is supported by measurable goals and specific actions that are intended to guide Tracy's urban forest programming over the next 20 years, providing a foundation for annual work plans and budget forecasts. Many goals and actions support more than one focus area.

For each action, the UFMP identifies a priority, a suggested timeframe for accomplishing the action, an estimated cost range, and potential partners. Priority is identified as:

- High – An action that is critical to protecting existing community assets, reducing/managing risk, or requires minimal resources to accomplish
- Medium – An action that further aligns programming and resource improvements that have been identified as desirable by the community, partners, and/or urban forest managers, but that may require additional investment and financial resources over and above existing levels
- Low – An action that is visionary, represents an increase in current service levels, or requires significant investment

The estimated cost is categorized in the following ranges:

- \$ = less than \$25,000
- \$\$ = \$25,000–\$100,000
- \$\$\$ = more than \$100,000

The UFMP is intended to be a dynamic tool that can and should be adjusted in response to accomplishments, new information and changes in community expectations, and available resources. In addition to serving as a day-to-day guide for planning and policy making, the UFMP should be reviewed regularly for progress and to ensure that the actions and sub actions are integrated into the annual work plan.

With appropriate care and planning, the urban forest is an asset that has the potential to increase in value over time. As young trees mature and their leaf surface and canopy grows, so too will the overall benefits and value from the community's urban forest. The objectives and strategies of the UFMP are intended to support this process in an appropriate manner that encourages the sustainable stewardship of community trees with consideration for, safety, cost efficiency, and community values. The UFMP includes strategies for measuring the success of the Plan over time.



Grow, maintain, preserve, and enhance a sustainable urban forest.

Goal 1: Preserve trees whenever possible.

Performance Measure: Reduced number of removals.

Rationale: Trees take a long time to grow. While the needs for land use change and sometimes trees are prohibitive of a desired use, there are often solutions and compromises that can be made to allow a tree to reach maturity and provide the maximum benefits to a community.

Risk: Removals that could have been avoided through alternative design solutions and repairs.

Benefit: The potential for all trees to reach maturity and provide the optimal amount of benefits to a community.

Objective:

Develop a Private Protected Tree or Heritage Tree Ordinance to protect specific species, native trees, specimen trees, or trees of historic value from damage or unpermitted removal.

Cost

\$

Priority

High

Timeframe

1–5

Action:

1. Add "Protected Tree" definition to Municipal Code.

Objective:

Greater preservation of trees on public property.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Revisit tree violation/mitigation fees.
2. Review and inspect Tree Protection Zones during construction projects.

Objective:

Ensure all newly planted trees have the necessary resources to be maintained throughout the lifetime of the tree.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Have a mechanism that triggers additional funding for tree maintenance when new trees are planted.

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Grow, maintain, preserve, and enhance a sustainable urban forest.

Goal 1: Preserve trees whenever possible.

Performance Measure: Reduced number of removals.

Rationale: Trees take a long time to grow. While the needs for land use change and sometimes trees are prohibitive of a desired use, there are often solutions and compromises that can be made to allow a tree to reach maturity and provide the maximum benefits to a community.

Risk: Removals that could have been avoided through alternative design solutions and repairs.

Benefit: The potential for all trees to reach maturity and provide the optimal amount of benefits to a community.

Objective:

Explore alternative designs to preserve valuable trees in the landscape.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Explore alternative sidewalk designs to allow space for trees and compliance with the Americans with Disabilities Act.
2. Explore the use of alternative sidewalks designs to avoid tree removal.
3. Continue to protect valuable trees located in construction zones.

Objective:

Encourage preservation of trees on private property.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Revisit Municipal Code to provide protection for native trees and heritage trees or trees of historical significance.
2. Revisit Municipal Code to prohibit the use of topping or other improper pruning practices for trees in parking lots.

Objective:

Improve everyday care of trees, to prevent future removals.

Cost

\$

Priority

High

Timeframe

Ongoing

Action:

1. Include trees along main arterial roadways in the General Fund.

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

Grow, maintain, preserve, and enhance a sustainable urban forest.

Goal 2: Reach 40% canopy cover by 2040.

Performance Measure: Increased canopy cover.

Rationale: The benefits that an urban forest provides to the community are directly related to the expanse of tree canopy cover and leaf surface area. The greater the tree canopy cover, the greater distribution of benefits to the community.

Risk: No expansion or even loss of canopy cover may result in a loss or stagnation in the benefits provided to the community by the urban forest.

Benefit: Expansion of tree canopy increases the benefits provided by trees as well as equitable access to shade and other benefits across the community.

Objective:

Greater and more equitable distribution of environmental benefits from trees.

Action:

1. Continue to replace trees as they are removed.
2. Create a planting plan, which identifies specific planting priorities for different areas of the City.
 - a. Consider planting priority areas in planting plans.
 - b. Consider planting priorities identified by the community.
 - c. Continue to plant trees in areas identified as Disadvantaged Communities.
 - d. Utilize best management practices for planting and maintaining trees.
3. Conduct a Land Cover Assessment in 10 years to review progress towards meeting 40% canopy.

Cost

\$

Priority

High

Timeframe

Ongoing

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Grow, maintain, preserve, and enhance a sustainable urban forest.

Existing Policy 1: Plan for trees.

Performance Measure: Reduction in removals that are a result of a tree being planted in an inappropriate site.

Rationale: Trees take a long time to grow and are a long-term investment. If a tree is planted in a space that is too small or too large or is not well suited for the local climate and soil conditions, the potential benefits that the tree could have provided to the community are lost.

Risk: Premature death of trees.

Benefit: Fewer tree removals and maximum community benefit.

Objective:

Invest in trees for the long-term environmental benefits they provide to the community.

Action:

1. Practice right tree, right place.
2. Maintain and regularly update a tree species list that is suitable for a variety of site conditions.
 - a. Include newly available nursery stock and omit species susceptible to pests and pathogens.
 - b. Publish species palette list on the city website.
3. As design standards are updated, include standards for the following:
 - a. Tree well sizes.
 - b. Irrigation plans with separate valves for trees.
 - c. Distances from utilities (water meters, fire hydrants, etc.).
4. Explore the use of expanding tree wells.
5. Incorporate innovative solutions for tree planting in areas where available soil volume is limited; also paying particular attention to appropriate species selections in these areas.
6. Formalize planting distances from water meters, fire hydrants, or other public utilities.
7. Develop minimum soil volume requirements for parking lots.

Cost

\$

Priority

High

Timeframe

Ongoing

Grow, maintain, preserve, and enhance a sustainable urban forest.

Existing Policy 1: Plan for trees.

Performance Measure: Reduction in removals that are a result of a tree being planted in an inappropriate site.

Rationale: Trees take a long time to grow and are a long-term investment. If a tree is planted in a space that is too small or too large or is not well suited for the local climate and soil conditions, the potential benefits that the tree could have provided to the community are lost.

Risk: Premature death of trees.

Benefit: Fewer removal of trees and maximum community benefit.

Objective:

Allow for flexibility in planting considerations for new development.

Action:

1. Have separate streetscape landscaping standards.
 - a. Provide options for; park strips, meandering sidewalks, monolithic sidewalks.
 - b. Set minimum widths for planting strips.

Cost

\$

Priority

Low–Moderate

Timeframe

1–10 Years

Objective:

Encourage new industries within the city to expand the tree canopy.

Action:

1. Collaborate with companies to encourage tree planting on those properties.
2. Explore the use of tree planting funds for companies to offset their development.

Cost

\$

Priority

Low–Moderate

Timeframe

1–10 Years

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Grow, maintain, preserve, and enhance a sustainable urban forest.

Existing Policy 2: Foster current partnerships with local non-profits and continue to explore opportunities with additional non-profit groups.

Performance Measure: Participation in forestry programming.

Rationale: Non-profit partners can coordinate planting events, including volunteers, and provide educational materials/activities.

Risk: Without non-profit partners, Urban Forestry Division staff have less time to manage and maintain city trees.

Benefit: Non-profit partners advocate for the urban forest and increase the protection and preservation of the benefits that the urban forest provides to the community.

Objective:

Continue to provide support for local non-profit organizations.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Continue to set clear expectations for the role of non-profits in coordinating community outreach events and promote tree planting on private property.
2. Provide clearly defined expectations for funding designated to local non-profit organizations.

Objective:

Continue to explore partnerships with other non-profit and environmental advocacy groups.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Identify passionate community members as tree-advocacy leaders.

Grow, maintain, preserve, and enhance a sustainable urban forest.

Existing Policy 3: Promote the longevity of trees as a public resource.

Performance Measure: Reduced mortality rates.

Rationale: Trees are a valuable component of the urban infrastructure, and when trees die prematurely, the investment in that infrastructure is lost.

Risk: If efforts are not made to reduce tree mortality, the investment in the time and labor to plant and care for a tree is lost.

Benefit: Reductions in tree mortality provide the opportunity for all trees to reach maturity and offer the most community benefits.

Objective:

Provide water to trees to encourage establishment of newly planted trees, as well as prolong the life of mature trees.

Cost

\$

Priority

Low–Moderate

Timeframe

Ongoing

Action:

1. Continue to irrigate trees in accordance with California Senate Bill No. 606 and No. 1668.
2. Continue to select and plant drought-tolerant species.

Objective:

Educate the community about property owner responsibilities for the care of City trees.

Cost

\$

Priority

Moderate

Timeframe

Ongoing

Action:

1. Increase education around watering trees even during drought.
2. Revisit appraisal fees for replacement of trees illegally removed.

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Optimize the environmental, social, economic, and public health benefits of trees and canopy.

Goal 3: Engage the community to increase support for the urban forest.

Performance Measure: Participation in forestry programming.

Rationale: An educated and engaged community is more likely to support and advocate on the behalf of the urban forest.

Risk: Apathy towards the urban forest may result in loss in benefits provided by the urban forest to the community.

Benefit: A community that supports the urban forest protects the urban forest and the benefits that it provides to the city.

Objective:

Engage the community in urban forestry activities and educational events.

Action:

1. Continue to facilitate tree plantings with community groups on private property and in parks.
2. Develop a regular presence at various community events such as Earth Day, Arbor Day, Tracy Make a Difference Day, etc.
3. Coordinate engagement activities with local schools.
4. Offer workshops on a variety of tree care topics.
5. Continue to provide tree educational materials through the Trees and Landscape Maintenance webpage.
 - a. Provide downloadable fact sheets.
 - b. Regularly update responses to Frequently Asked Questions (FAQ).
 - c. Provide a summary of tree ordinances.

Cost

\$

Priority

Low–Moderate

Timeframe

Ongoing

Optimize the environmental, social, economic, and public health benefits of trees and canopy.

Goal 3: Engage the community to increase support for the urban forest.

Performance Measure: Participation in forestry programming.

Rationale: An educated and engaged community is more likely to support and advocate on the behalf of the urban forest.

Risk: Apathy towards the urban forest may result in loss in benefits provided by the urban forest to the community.

Benefit: A community that supports the urban forest protects the urban forest and the benefits that it provides to the city.

Objective:

Provide sustainable and adequate resources to sustain the urban forest for future generations.

Action:

1. Incorporate innovative solutions for tree planting in areas where available soil volume is limited; also paying particular attention to appropriate species selections in these areas.
2. Audit the LMDs to analyze the number of public trees versus funding (per tree cost) and explore opportunities to equalize funding levels and increase efficiencies.
 - a. Identify adequate funding level.
 - b. Explore inequities.
3. Include funding for trees in Capital Improvement Projects.
4. Explore funding opportunities through public health improvement.
5. Explore the use of carbon offset credits.

Cost

\$–\$\$

Priority

High

Timeframe

Ongoing

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Optimize the environmental, social, economic, and public health benefits of trees and canopy. ▲

Goal 4: Encourage the planting of trees on private property.

Performance Measure: Increased canopy cover on private property.

Rationale: Trees on private property not only provide direct benefits to the property owner, but also to the overall community.

Risk: Loss in benefits provided to individual households.

Benefit: Direct benefits to residents.

Objective:

Increase canopy cover through tree plantings on private property.

Action:

1. Explore incentive programs for planting trees on private property.
 - a. Track participation in incentive programs to estimate new tree plantings.
2. Explore opportunities to modify or extend the fall/winter leaf collection program as needed

Objective:

Improve the diversity of Tracy's urban forest through plantings on private property.

Action:

1. Continue to publish the Tree Species Palette on the city website.

Cost

\$

Cost

\$

Priority

Low–Moderate

Priority

Moderate–High

Timeframe

Ongoing

Timeframe

Ongoing

Optimize the environmental, social, economic, and public health benefits of trees and canopy.

Goal 4: Encourage the planting of trees on private property.

Performance Measure: Increased canopy cover on private property.

Rationale: Trees on private property not only provide direct benefits to the property owner, but also to the overall community.

Risk: Loss in benefits provided to individual households.

Benefit: Direct benefits to residents.

Objective:

Use a variety of methods to provide tree related information to the community.

Cost

\$

Priority

High

Timeframe

2 Years

Action:

1. Utilize "tree tags" on trees to educate the public on various tree care topics, including: pest management, pruning, and water.
2. Continue to provide external resources on the Trees and Landscape Maintenance webpage.
3. Develop a regular presence at various community events such as Earth Day, Arbor Day, Tracy Make a Difference Day, etc.

Objective:

Continue to distribute information about the urban forest to the community.

Cost

\$

Priority

High

Timeframe

Ongoing

Action:

1. Continue to distribute information to the community through the City website.
2. Continue to use social media to engage the community.
3. Conduct a State of the Urban Forest Report (at year one), then every two to five years to communicate progress on the Plan.
4. Report progress and challenges of the UFMP via The State of the Urban Forest Report.

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Optimize the environmental, social, economic, and public health benefits of trees and canopy. ▲

Existing Policy 4: Manage risk.

Performance Measure: Reduction in service requests related to public safety.

Rationale: Trees can develop structural problems that can result in concerns for public safety, but through proactive management of trees, the risks associated with trees are greatly reduced.

Risk: Damage to property and loss of life as a result of tree or branch failures or conflicts with infrastructure.

Benefit: Increased public safety and reduced liability.

Objective:

Maintain trees throughout their lifetimes to improve structure in maturity and reduce the likelihood of structural failures in the future.

Action:

1. Use current Best Management Practices for tree care.
2. Finalize pruning cycle schedule and mapping.
 - a. Communicate this schedule to the community.
3. Identify and repair or remove trees that pose a threat to life and property on an ongoing basis.
4. Update tree inventory as maintenance occurs and to include trees that were previously not included.
5. Update inventory to include all trees that are the responsibility of the City.
6. Replace problematic trees as soon as funding allows.

Cost

\$

Priority

Low–Moderate

Timeframe

Ongoing

Optimize the environmental, social, economic, and public health benefits of trees and canopy.

Existing Policy 5: Expand the tree canopy through tree plantings on public property.

Performance Measure: Number of plantings of trees on public property.

Rationale: Trees are a valuable part of urban infrastructure and are the only infrastructure whose value increases over time. Trees even help to extend the lifespan of the hardscape.

Risk: Depreciation of the current community resource without replacement and new planting will result in loss of tree canopy and the benefits provided by that canopy to the community.

Benefit: Additional trees and tree canopy will help provide benefits to the community.

Objective:

Improve the diversity of the urban forest on public property, to create a more resilient urban forest.

Action:

1. Provide recommendations for species and placement for projects within the public right-of-way and Capital Improvement Projects.

Cost

\$

Priority

Moderate–High

Timeframe

Ongoing

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Align urban forest management policy with community expectations and promote efficiency within the Public Works Department.



Goal 5: Revise Municipal Code to respond to community needs.

Performance Measure: A Municipal Code that clearly defines and addresses the vision of the community.

Rationale: Communities evolve and the rules and laws that govern that group should change to better meet community expectations.

Risk: If Municipal Code does not change, then the weaknesses in outdated rules leave the urban forest vulnerable.

Benefit: Municipal Code changes can better protect, preserve, and enhance the urban forest.

Objective:

Review and revise Municipal Code to address the challenges facing the urban forest.

Action:

1. Revisit 10.08.1770 and define "Reasonable spacing" for trees in a parcel.
2. Update Municipal Code to prohibit the use of "topping" or other improper pruning practices that are inconsistent with industry standards in parking lots.
3. Include protections for private trees that include specific species, native species, heritage trees or trees of historical significance, and specimen trees.

Cost

\$

Priority

High

Timeframe

2-Year

Align urban forest management policy with community expectations and promote efficiency within the Public Works Department.

Existing Policy 6: Ensure policy documents communicate a shared vision.

Performance Measure: Consistent vision, direction, and goals between plans and policy documents.

Rationale: Having a uniform policy reduces confusion between departments and community members and transcends departmental changes.

Risk: When policies have inconsistencies, setting a high standard of care is difficult.

Benefit: Uniformity promotes a strong and efficient policy that aligns with community expectations.

Objective:

Unify guiding documents to transcend departmental changes, address inefficiencies and reduce confusion.

Action:

1. Collaborate with Engineering, as City of Tracy Standard Specifications are revised.
 - a. Include planting standards and minimum site and soil volume requirements.
2. Provide a link to the Street Tree Species Palette on the Engineering Division webpage.
3. Ensure that UFMP goals are considered in all overarching planning and visionary documents as revisions and updates occur.
 - a. General Plan as it is revised.
 - b. Sustainability Action Plan as it is revised.
 - c. Parks Master Plan as it is revised.

Objective:

Optimize interdepartmental communication and coordination.

Action:

1. Share the UFMP among City departments following completion.
2. Communicate internally to develop standards that all departments are subject to.
3. Participate in cross-training activities to create understanding of other departmental roles.

Cost

\$

Cost

\$

Priority

High

Priority

High

Timeframe

Ongoing

Timeframe

Ongoing

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Align urban forest management policy with community expectations and promote efficiency within the Public Works Department.



Existing Policy 7: Prepare for emergency response to ensure accessibility for emergency responders and restoration of regular operations.

Performance Measure: Recovery following storm or emergency events.

Rationale: Storm and emergency events can impact on city trees, which can result in disruption in normal city operations and obstructed mobility for emergency response crews. However, with planning, recovery from these events can happen more efficiently and quickly.

Risk: Inability to restore regular operations and slower emergency response times.

Benefit: Improved response during emergency or storm events.

Objective:

Restore operations and public safety as efficiently and as quickly as possible following storm or other emergency events.

Action:

1. Distribute standard operating procedures for emergency response to on-call staff and contractors.
 - a. Provide specific trainings to ensure preparedness.
 - b. Establish clear criteria for determining need for subcontractor assistance.
2. Establish relief duty periods for staff responding to emergency or storm events.
3. Identify priority zones through GIS mapping.
4. Review process for handling emergency calls and high call volumes during emergency response and identify improvements.
 - a. Establish a matrix of the number and type of calls per hour that trigger a call for additional staff and/or contractor support.

Cost

\$

Priority

High

Timeframe

Ongoing

Align urban forest management policy with community expectations and promote efficiency within the Public Works Department.

Existing Policy 8: Maintain a fire safe community.

Performance Measure: Improved defensible spaces around structures and reduction in ladder fuels.

Rationale: California has had historic fires over the last decade. Many of these fires were in urban areas. Tracy has identified areas that are vulnerable to fire. To reduce the risk of living in the wildland urban interface, the City is working to mediate the potential fire hazards that exist.

Risk: Given the right conditions and lack of premeditated response to fire, fire is a risk to the community. Fire can result in devastating losses to property and life.

Benefit: Reduced vulnerability to fire.

Objective:

Focus fire mitigation efforts on Tracy Hills and other areas of vulnerability.

Action:

1. Reduce ladder fuels in proximity to structures.
2. Plant trees so as to not interfere with emergency response.

Cost

\$

Priority

High

Timeframe

Ongoing

\$ = less than \$25,000 \$\$ = \$25,000–\$100,000 \$\$\$ = more than \$100,000

▲ How do we get there?

Monitoring and Measuring Results

Through talking with community partners and those within the urban forestry program, a set of goals were created to meet the strong demand for protecting and enhancing the urban forest, as stated in the community vision. The success of these goals is largely dependent on creating objectives and strategies to meet the goals outlined in the UFMP, but also monitoring the progress of these action steps. Equally important to monitoring progress is finding ways to measure progress, so that success is clearly defined.

Annual Review

The UFMP is an active tool that will guide management and planning decisions over the next 20 years. The goals and actions will be reviewed annually for progress and integration into an internal work plan. The UFMP presents a long-range vision and target dates are intended to be flexible in response to emerging opportunities, available resources, and changes in community expectations. Therefore, each year specific areas of focus should be identified. This can inform budget and time requirements for Urban Forest Managers.

Resource Analysis

With the Resource Analysis, values on structure, annual benefits, replacement value, and benefit versus investment ratios Tracy has a baseline against which future progress and improvements to health (condition), species diversity, annual benefits, and overall resource value can be measured. A strategy of the UFMP is to complete this analysis every five years to illustrate progress and success towards Plan goals. A five-year Resource Analysis review is a possible way to monitor progress on efforts to increasing diversity through the creation of a diversified list of tree species appropriate for a variety of different spaces and landscapes.

Canopy Analysis

With the recent Urban Tree Canopy Assessment, Tracy has a baseline tree canopy for the entire urban forest, which allows for continued monitoring of trends in the canopy cover on private property.

State of the Community Forest Report

The purpose of the report is to provide structural and functional information about the urban forest (including the municipal forest) and recommend strategies for its proactive management, protection, and growth.

Community Satisfaction

Plan results will be measurable through increased benefits and value in the community tree resource and the preservation and eventual increase in canopy cover over time. Attainment of the objectives and strategies will support better tree health, greater longevity, and a reduction in tree failures. However, perhaps the greatest measurement of success for the UFMP will be its level of success in meeting community expectations for the care and preservation of the community tree resource. Community satisfaction can be measured through surveys and evidenced by public support for realizing the objectives of the Plan. Community satisfaction can also be gauged by the level of engagement and support for forestry programs.

Reporting

Completion of this Plan is the first step towards achieving the vision for Tracy's urban forest. Continual monitoring, analysis, and revisions will help forest managers keep stakeholders informed and engaged. By organizing data into specific components (for example; Urban Forest Reports, Community Satisfaction Surveys), it will be possible to revise specific areas of weakness and buttress areas of strength. Revisions to the Plan should occur with major events, such as newly discovered pests or diseases, or significant policy and regulation changes. A complete formal revision should occur in unison with major municipal projects, such as the comprehensive Master Plan. It is important to remember that Tracy's UFMP is a living document that should adapt to new conditions.

▲ Appendices

Appendix A: Terms and Definitions

American National Standards Institute (ANSI)

A Federation of United States industry sectors (e.g. businesses, professional societies and trade associations, standards developers, government agencies, institutes, and consumer/labor interest groups) that coordinates the development of the voluntary consensus standards system.

American Public Works Association (APWA)

An organization that supports professionals who operate, improve, or maintain public works infrastructure by advocating to increase awareness, and providing education, credentialing, as well as other professional development opportunities.

Arboriculture

The science, art, technology, and business of tree care.

Best Management Practices (BMP)

Management practices and processes used when conducting forestry operations, implemented to promote environmental integrity.

Capital Improvement Projects (CIP)

Infrastructure projects and equipment purchases identified by a government in order to maintain or improve public resources. Projects such as (1) constructing a facility, (2) expanding, renovating, replacing, or rehabilitating an existing facility, or (3) purchasing major equipment are identified, and then purchasing plans and development schedules are developed.

Climate Action Plan (CAP)

Government lead initiatives to decrease greenhouse gas emissions and prepare for the impacts of climate change.

Community Urban Forest

The collection of publicly owned trees within an urban area, including street trees and trees in parks and other public facilities.

Diameter Breast Height (DBH)

The diameter of the tree when measured at 1.4 meters (4.5 feet) above ground.

Drip Line Area

The area measured from the trunk of the tree outward to a point at the perimeter of the outermost branch structure of the tree.

Dutch Elm Disease (DED)

A wilt disease of elm trees caused by plant pathogenic fungi. The disease is either spread by bark beetles or tree root grafts.

Emerald Ash Borer (EAB)

The common name for *Agrilus planipennis*, an emerald green wood boring beetle native to northeastern Asia and invasive to North America. It feeds on all species of ash.

Greenhouse Gas (GHG)

A gas that traps heat in Earth's atmosphere.

Geographic Information System (GIS)

Computer-based tools designed to increase the organization and understanding of spatial or geographic data. Many different kinds of data can be displayed on one map for visualization and interpretation.

Integrated Pest Management (IPM)

Using pest and environmental information to determine if pest control actions are warranted. Pest control methods (e.g. biological control, habitat manipulation, cultural control, plant resistance, and chemical control) are chosen based on economic and safety considerations.

International Society of Arboriculture (ISA)

An international nonprofit organization that supports professionals in the field of arboriculture by providing professional development opportunities, disseminating applicable research findings, and promoting the profession.

i-Tree

A state-of-the-art, peer-reviewed software suite from the USDA Forest Service that provides urban and rural forestry analysis and benefits assessment tools.

Migratory Bird Treaty Act (MBTA)

A United States federal law adopted to protect migratory birds.

Natural Area

A defined area where native trees and vegetation are allowed to grow and reproduce naturally with little or no management except for control of undesirable and invasive species.

Open Space

A defined area of undeveloped land that is open to the public. The land can include native or naturalized trees and vegetation.

Plant Health Care (PHC)

A program that consists of (1) routinely monitoring landscape plant health and (2) individualized plant management recommendations in order to maintain or improve the vitality, appearance, and safety of trees and other plants.

Personal Protective Equipment (PPE)

Equipment worn to enhance workplace safety and minimize the risk to physical hazards (e.g. gloves, hard hats, bodysuits, and foot, eye, or ear protection).

▲ Appendices

Appendix A: Terms and Definitions

Private Tree

Any tree located on private property, including residential and commercial parcels.

Public Tree

Any tree located in the public ROW, city park, and/or city facility.

Right Tree, Right Place

Careful planning for the planting of a tree. Considerations for whether a tree is the right tree and whether it is planted in the right place, include: mature height, canopy spread, deciduous/evergreen, form/shape, growth rate, soil requirements, light requirements, water requirements, fruit debris, and hardiness zone.

Street Tree

Any tree growing within the tree maintenance strip whether or not planted by the city.

Structural and Training Pruning

Pruning to develop a sound and desirable scaffold branch structure in a tree and to reduce the likelihood of branch failure.

Tree Canopy

The layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

Tree City USA

A program through the Arbor Day Foundation that advocates for green urban areas through enhanced tree planting and care.

Tree Risk Assessment Qualified (TRAQ)

An International Society of Arboriculture qualification. Upon completion of this training, tree care professionals demonstrate proficiency in assessing tree risk.

Urban Forest

The collection of privately owned and publicly owned trees and woody shrubs that grow within an urban area.

Urban Forest Management Plan (UFMP)

A document that provides a comprehensive information, recommendations, and timelines to guide for the efficient and safe management of a city's tree canopy. The Plan uses adaptive management model to provide reasoned and transparent calls to action from an inventory of existing resources.

Urban Forestry

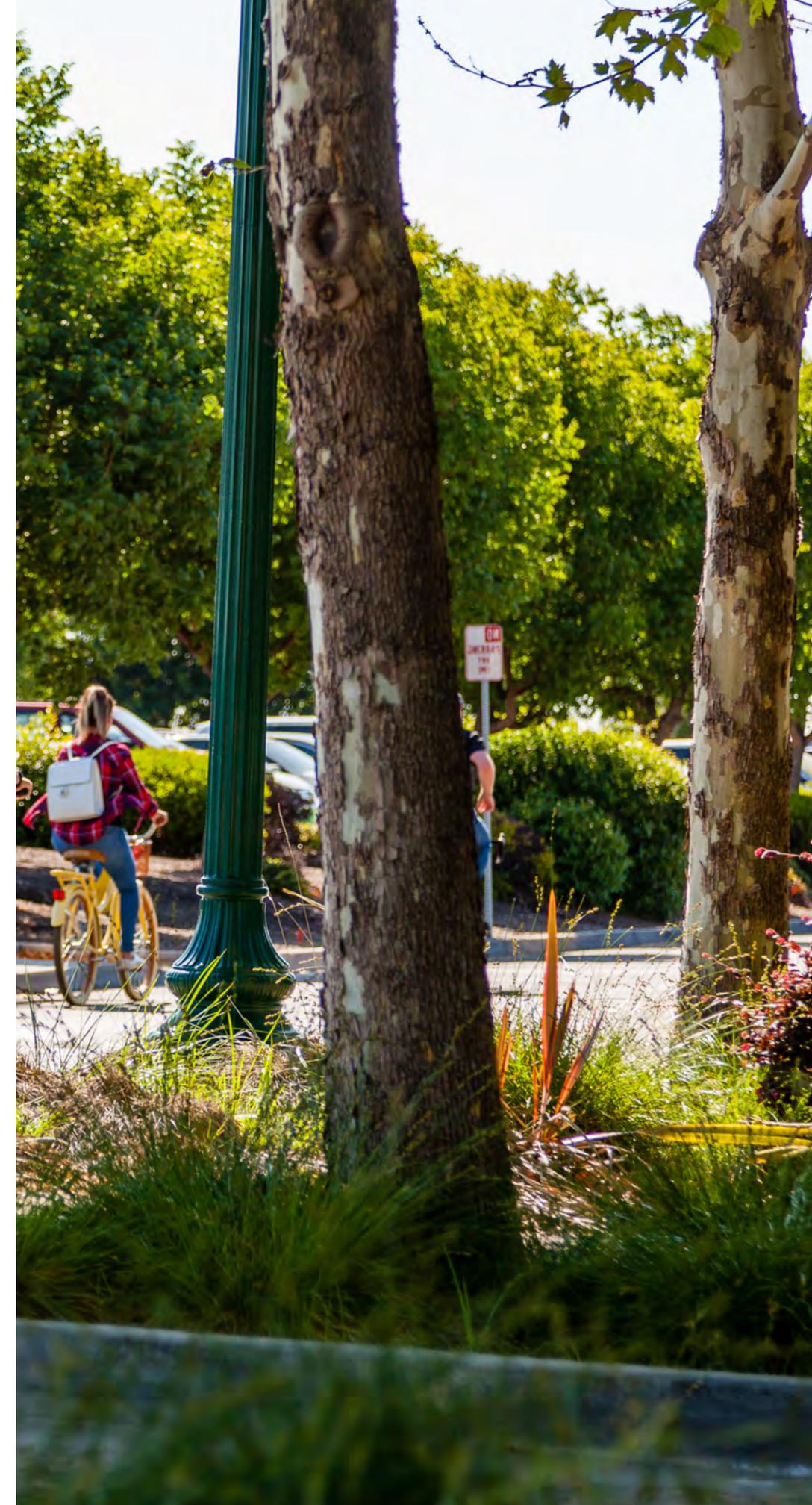
The cultivation and management of native or introduced trees and related vegetation in urban areas for their present and potential contribution to the economic, physiological, sociological, and ecological well-being of urban society.

Urban Tree Canopy Assessment (UTC)

A document based off of GIS mapping data that provides a birds-eye view of the entire urban forest and establishes a tree canopy baseline of known accuracy. The UTC helps managers understand the quantity and distribution of existing tree canopy, potential impacts of tree planting and removal, quantified annual benefits trees provide to the community, and benchmark canopy percent values.

Wildfire Urban Interface (WUI)

A transition zone where homes are located on the edge of fire prone areas, and are at an increased risk of personal injury or property damage resulting from a wildfire.



Appendix B: References

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Appendix C: Industry Standards

ANSI Z133 Safety Standard, 2017

Reviews general safety, electrical hazards, use of vehicles and mobile equipment, portable power hand tools, hand tools and ladders, climbing, and work procedures.

ANSI A300

ANSI A300 standards represent the industry consensus on performing tree care operations. The standards can be used to prepare tree care contract specifications.

ANSI A300 Pruning Standard-Part 1, 2017

ANSI A300 Soil Management-Part 2, 2011

ANSI A300 Support Systems Standard-Part 3, 2013

ANSI A300 Construction Management Standard-Part 5, 2012

ANSI A300 Transplanting Standard-Part 6, 2012

ANSI A300 Integrated Vegetation Management Standard-Part 7, 2012

ANSI A300 Root Management Standard-Part 8, 2013

ANSI A300 Tree Risk Assessment Standard a Tree Failure-Part 9, 2017

ANSI A300 Integrated Pest Management-Part 10, 2016

Includes guidelines for implementing IPM programs, including standards for Integrated Pest Management, IPM Practices, tools and equipment, and definition.

Best Management Practices (BMPs)

Integrated Pest Management, Second Edition, P. Eric Wiseman and Michael J. Raupp, 2016

Provides a comprehensive overview of the basic definitions, concepts, and practices that pertain to landscape Integrated Pest Management (IPM). The publication provides specific information for designing, planning, and implementing an IPM program as part of a comprehensive Plant Health Care (PHC) management system, including topics such as:

- IPM concepts and definitions
- Action thresholds
- Monitoring tools and techniques
- Preventive tactics
- Control tactics
- Documentation and recordkeeping

Integrated Vegetation Management, Second Edition, Randall H. Miller, 2014

A guide to the selection and application of methods and techniques for vegetation control for electric rights-of-way projects and gas pipeline rights-of-way. Topics included: safety, site evaluations, action thresholds, evaluation and selection of control methods, implementing control methods, monitoring treatment and quality assurance, environmental protection, tree pruning and removal, and a glossary of terms.

Managing Trees During Construction, Second Edition, Kelby Fite and E. Thomas Smiley, 2016

Describes tree conservation and preservation practices that help to protect selected trees throughout the construction planning and development process so that they will continue to provide benefits for decades after site disturbance, including planning phase, design phase, pre-construction phase, construction phase, and post-construction phase.

Root Management, Larry Costello, Gary Watson, and Tom Smiley, 2017

Recommended practices for inspecting, pruning, and directing the roots of trees in urban environments to promote their longevity, while minimizing infrastructure conflicts.

Special companion publication to the ANSI A300 Part 8: Tree, Shrub, and Other Woody Plant Management-Standard Practices (root Management)

Tree Planting, Second Edition, Gary Watson, 2014

Provides processes for tree planting, including site and species selection, planting practices, post-planting pruning, and early tree care. Other topics included are time of planting, nursery stock: types, selection, and handling, preparing the planting hole, planting practices, root loss and new root growth, redevelopment of root structure, pruning, palms, after planting, final inspection, and a glossary of terms.



Tree Inventories, Second Edition, Jerry Bond, 2013

Provides considerations for managing large numbers of trees considered as individuals rather than groups and serves as a guide for making informed decisions that align with inventory goals with needs and resources, including inventory goals and objectives, benefits and costs, types, work specifications, and maintaining inventory quality.

Tree Risk Assessment, Second Edition, E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, 2017

A guide for assessing tree risk as accurately and consistently as possible, to evaluate that risk, and to recommend measures that achieve an acceptable level of risk, including topics: risk assessment basics, levels and scope of tree risk assessment, assessing targets, sites, and trees, tree risk categorization, risk mitigation: preventive and remedial actions, risk reporting, tree related conflicts that can be a source of risk, loads on trees, structural defects and conditions that affect likelihood of failure, response growth, description of selected types of advanced tree risk assessments.

Tree Shrub Fertilization, Third Edition, E. Thomas Smiley, Sharon Lilly, and Patrick Kelsey, 2013

Aides in the selection and application of fertilizers for trees and shrubs, including: Essential elements, determining goals and objectives of fertilization, soil testing and plan analysis, fertilizer selection, timing, application, application area, rates, storage and handling of fertilizer, sample fertilizer contract for commercial/ municipal clients.

Soil Management, Bryant Scharenbroch, E. Thomas Smiley, and Wes Kocher, 2014

Focuses on the protection and restoration of soil quality that support trees and shrubs in the urban environment, including goals of soil management, assessment, sampling, and analysis, modifications and amendments, tillage, conservation, and a glossary of terms.

Utility Pruning of Trees, Geoffrey P. Kempter, 2004

Describes the current best practices in utility tree pruning based on scientific research and proven methodology for the safe and reliable delivery of utility services, while preventing unnecessary injury to trees. An overview of safety, tools and equipment, pruning methods and practices, and emergency restoration are included.

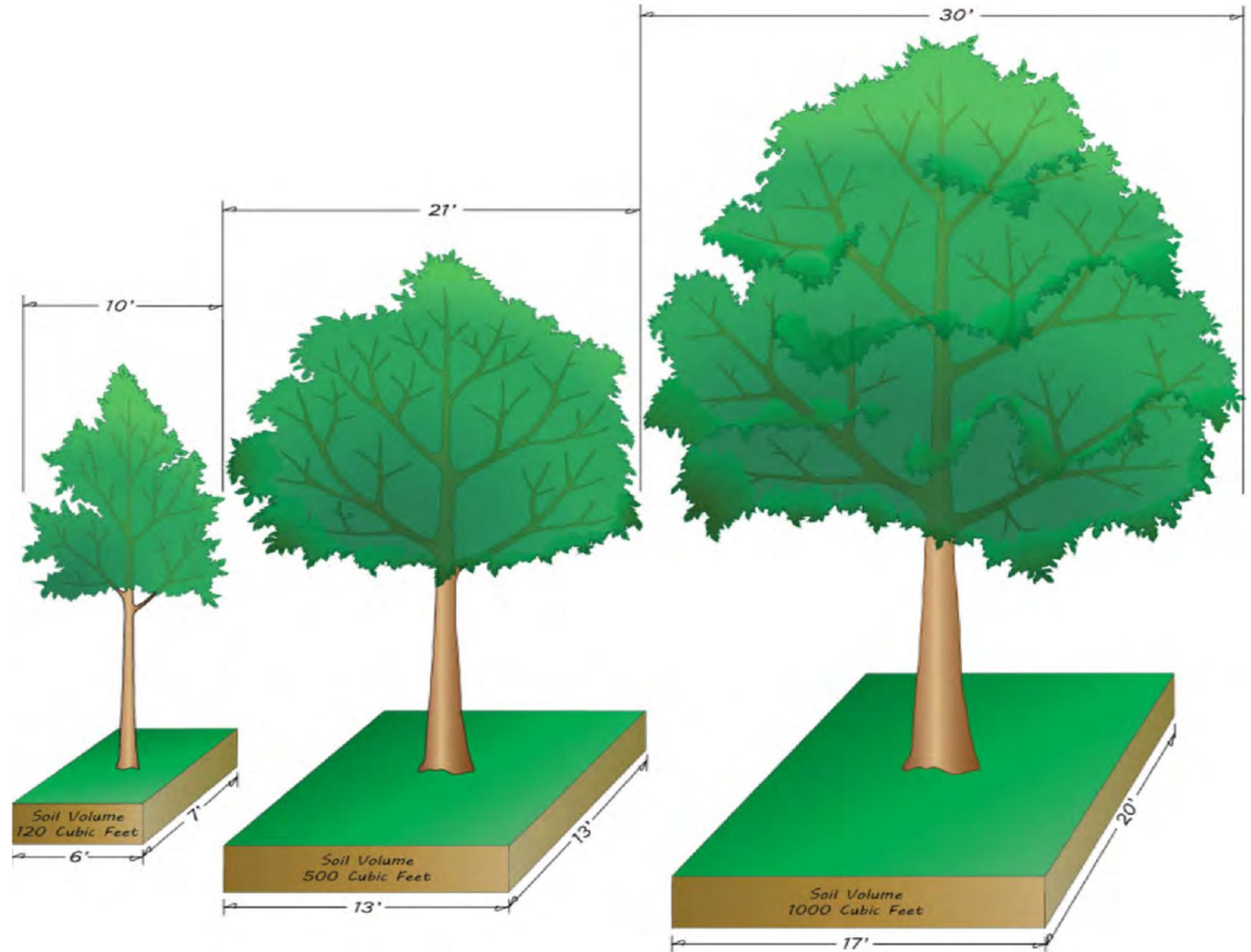
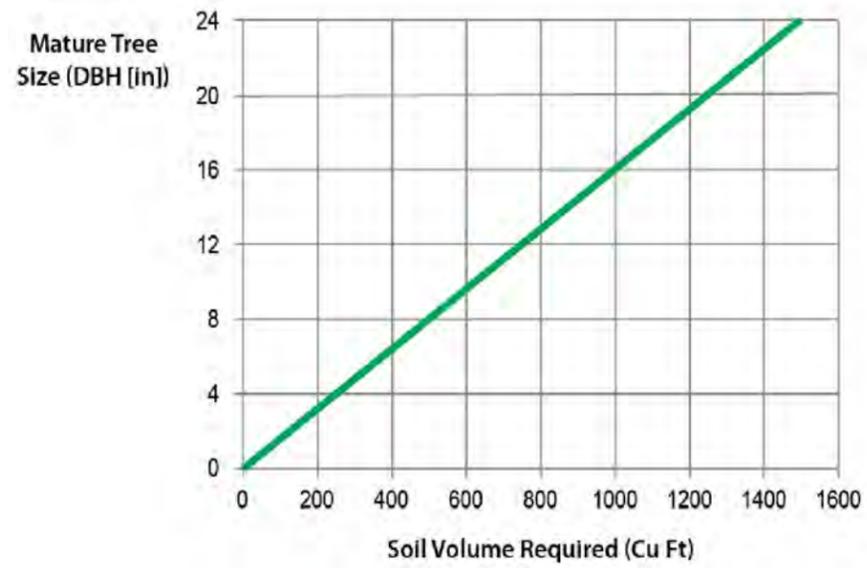
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Appendix D: Tree Risk Decision Flow Chart

1. Resident or city staff recognizes a risk
 - a. If tree is a city street tree, then, proceed to step 2.
 - b. If tree is a private tree, then proceed to step 4.
 - c. If tree is located on undeveloped property, then proceed to step 5.
2. The tree is a city tree. The City Arborist will conduct a limited visible assessment of the tree identified as a concern.
 - a. City Arborist determines risk can be mitigated through pruning. City Arborist addresses concern immediately when possible or schedules safety mitigation work within fourteen (14) days. If work cannot be addressed immediately, City Arborist must take precautions to protect public safety (including signage and barriers to restrict foot traffic and parking within the target zone of the safety concern).
 - b. City Arborist requires additional assessment to determine if risk can be mitigated through pruning, proceed to step 3.
 - c. City Arborist determines risk cannot be mitigated through pruning, proceed to address safety risk immediately when possible or schedule safety mitigation work within fourteen (14) days. If work cannot be addressed immediately, City Arborist must take precautions to protect public safety (including signage and barriers to restrict foot traffic and parking within the target zone of the safety concern).
3. City Arborist conducts an aerial assessment.
 - a. City Arborist determines risk can be mitigated through pruning. City Arborist addresses concern immediately when possible or schedules safety mitigation work within fourteen (14) days. If work cannot be addressed immediately, City Arborist must take precautions to protect public safety (including signage and barriers to restrict foot traffic and parking within the target zone of the safety concern).
 - b. City Arborist determines risk cannot be mitigated through pruning, proceed to address safety risk immediately when possible or schedules safety mitigation work within fourteen (14) days. If work cannot be addressed immediately, City Arborist must take precautions to protect public safety (including signage and barriers to restrict foot traffic and parking within the target zone of the safety concern).
4. Tree is a private tree. City Arborist will conduct a limited visible assessment of the private tree identified as a concern.
 - a. City Arborist determines that there is no risk to public safety and no action is required.
 - b. City Arborist determines that the tree poses a risk to public safety and proceeds to notify the property owner of their violation and require mediation measures to be conducted within fourteen (14) days at the property owners' expense.
5. Tree is located on undeveloped property. City Arborist will conduct a limited visible assessment of the private tree identified as a concern.
 - a. City Arborist determines that there is no risk to public safety and no action is required.
 - b. City Arborist determines that there is no immediate risk to public safety but requires mediation measures as a condition for an approval for any building permit.
 - c. City Arborist determines that the tree poses a risk to public safety and proceeds to notify the property owner of their violation and require mediation measures to be conducted within fourteen (14) days at the property owners' expense.

Appendix E: Soil Volume and Tree Stature

Tree growth is limited by soil volume. Larger stature trees require larger volumes of uncompacted soil to reach mature size and canopy spread (Casey Trees, 2008).



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Appendix F: Indicators of a Sustainable Urban Forest

Indicators of a Sustainable Urban Forest

| The Trees | Assessed Performance Level | | |
|--|----------------------------|-----------|-----------|
| | Low | Medium | High |
| Urban Tree Canopy | | x | |
| Equitable Distribution | | x | |
| Size/Age Distribution | | | x |
| Condition of Public Trees - Streets, Parks | | x | |
| Condition of Public Trees - Natural Areas | | x | |
| Trees on Private Property | | | x |
| Species Diversity | | x | |
| Climate Resilience/Suitability | | x | |
| Space and Soil Volume | x | | |
| The Players | | | |
| Neighborhood Action | | x | |
| Large Private & Institutional Landholder Involvement | x | | |
| Green Industry Involvement | x | | |
| City Department/Agency Cooperation | | | x |
| Funder Engagement | x | | |
| Utility Engagement | | x | |
| Developer Engagement | | x | |
| Public Awareness | | x | |
| Regional Collaboration | x | | |
| The Management Approach | | | |
| Tree Inventory | | | x |
| Canopy Assessment | | | x |
| Management Plan | | | x |
| Risk Management Program | | x | |
| Maintenance of Publicly-Owned Trees (ROWs) | | | x |
| Planting Program | | | x |
| Tree Protection Policy | | x | |
| City Staffing and Equipment | | x | |
| Funding | | x | |
| Disaster Preparedness & Response | | | x |
| Communications | | | x |
| Totals | 5 | 14 | 10 |

A Sustainable Urban Forest Indicators: The Trees

| Indicators of a Sustainable Urban Forest | Overall Objective or Industry Standard | Performance Levels | | |
|---|--|---|--|---|
| | | Low | Medium | High |
| Urban Tree Canopy | "Achieve the desired tree canopy cover according to goals set for the entire city and neighborhoods. Alternatively, achieve 75% of the total canopy possible for the entire city and in each neighborhood." | "Canopy is decreasing. - AND/OR - No canopy goals have been set." | Canopy is not dropping, but not on a trajectory to achieve the established goal. | Canopy goal is achieved, or well on the way to achievement. |
| Location of Canopy (Equitable Distribution) | Achieve low variation between tree canopy and equity factors citywide by neighborhood. Ensure that the benefits of tree canopy are available to all, especially for those most affected by these benefits. | Tree planting and public outreach and education is not determined by tree canopy cover or benefits. | Tree planting and public outreach and education is focused on neighborhoods with low tree canopy. | Tree planting and public outreach and education is focused in neighborhoods with low tree canopy and a high need for tree benefits. |
| Age of Trees (Size and Age Distribution) | "Establish a diverse-aged population of public trees across the entire city and for each neighborhood. Ideal standard: 0-8" DBH: 40% 9-17" DBH: 30% 18-24" DBH: 20% Over 24" DBH: 10%" | "No current information is available on size. - OR - Age distribution is not proportionally distributed across size classes at the city level." | Size classes are evenly distributed at the city level, though unevenly distributed at the neighborhood level. | Age distribution is generally aligned with the ideal standard diameter classes at the neighborhood level. |
| Condition of Publicly-Owned Trees (trees managed intensively) | Possess a detailed understanding of tree condition and potential risk of all intensively-managed, publicly-owned trees. This information is used to direct maintenance actions. | No current information is available on tree condition or risk. | Information from a partial or sample or inventory is used to assess tree condition and risk. | Information from a current, GIS-based, 100% complete public tree inventory is used to indicate tree condition and risk. |
| Condition of Publicly-Owned Natural Areas (trees managed extensively) | Possess a detailed understanding of the ecological structure and function of all publicly-owned natural areas (such as woodlands, ravines, stream corridors, etc.), as well as usage patterns. | No current information is available on tree condition or risk. | Publicly-owned natural areas are identified in a sample-based "natural areas survey" or similar data. | Information from a current, GIS-based, 100% complete natural areas survey is utilized to document ecological structure and function, as well as usage patterns. |
| Trees on Private Property | Possess a solid understanding of the extent, location and general condition of trees on private lands. | No data is available on private trees. | Current tree canopy assessment reflects basic information (location) of both public and private canopy combined. | Detailed information available on private trees. Ex. bottom-up sample-based assessment of trees. |
| Diversity | Establish a genetically diverse population of publicly-owned trees across the entire city and for each neighborhood. Tree populations should be comprised of no more than 30% of any family, 20% of any genus, or 10% of any species. | "No current information is available on species. - OR - Fewer than five species dominate the entire tree population citywide." | No species represents more than 20% of the entire tree population citywide. | No species represents more than 10% of the entire tree population citywide. |
| Climate Resilience/Suitability | Establish a tree population suited to the urban environment and adapted to the overall region. Suitable species are gauged by exposure to imminent threats, considering the "Right Tree for the Right Place" concept and invasive species. | "No current information is available on species suitability. - OR - Less than 50% of trees are considered suitable for the site." | 50% to 75% of trees are considered suitable for the site. | More than 75% of trees are considered suitable for the site. |
| Space and Soil Volume | Establish minimum street tree soil volume requirements to ensure there is adequate space and soil for street trees to thrive. Minimum soil volumes by mature size: 1000 cubic feet for large trees; 600 cubic feet for medium trees; 300 cubic feet for small trees. | Minimum street tree soil volumes have not been established. | Minimum street tree soil volume has been established based on mature size of tree. | Minimum street tree soil volumes have been established and are required to be adhered to for all new street tree planting projects. |

A Sustainable Urban Forest Indicators: The Players

| Indicators of a Sustainable Urban Forest | Overall Objective or Industry Standard | Performance Levels | | |
|--|---|--|---|--|
| | | Low | Medium | High |
| Neighborhood Action | Citizens understand, cooperate, and participate in urban forest management at the neighborhood level. Urban forestry is a neighborhood-scale issue. | Little or no citizen involvement or neighborhood action. | Some active groups are engaged in advancing urban forestry activity, but with no unified set of goals or priorities. | The majority of all neighborhoods are organized, connected, and working towards a unified set of goals and priorities. |
| Large Private & Institutional Landholder Involvement | Large, private, and institutional landholders embrace citywide goals and objectives through targeted resource management plans. | Large private land holders are unaware of issues and potential influence in the urban forest. No large private land management plans are currently in place. | Education materials and advice is available to large private landholders. Few large private landholders or institutions have management plans in place. | Clear and concise goals are established for large private land holders through direct education and assistance programs. Key landholders and institutions have management plans in place. |
| Green Industry Involvement | The green industry works together to advance citywide urban forest goals and objectives. The city and its partners capitalize on local green industry expertise and innovation. | Little or no involvement from green industry leaders to advance local urban forestry goals. | Some partnerships are in place to advance local urban forestry goals, but more often for the short-term. | Long-term committed partnerships are working to advance local urban forestry goals. |
| City Department and Agency Cooperation | All city departments and agencies cooperate to advance citywide urban forestry goals and objectives. | Conflicting goals and/or actions among city departments and agencies. | Informal teams among departments and agencies are communicating and implementing common goals on a project-specific basis. | Common goals and collaboration occur across all departments and agencies. City policy and actions are implemented by formal interdepartmental and interagency working teams on all city projects. |
| Funder Engagement | Local funders are engaged and invested in urban forestry initiatives. Funding is adequate to implement citywide urban forest management plan. | Little or no funders are engaged in urban forestry initiatives. | Funders are engaged in urban forestry initiatives at minimal levels for short-term projects. | Multiple funders are fully engaged and active in urban forestry initiatives for short-term projects and long-term goals. |
| Utility Engagement | All utilities are aware of and vested in the urban forest and cooperates to advance citywide urban forest goals and objectives. | Utilities and city agencies act independently of urban forestry efforts. No coordination exists. | Utilities and city agencies have engaged in dialogues about urban forestry efforts with respect to capital improvement and infrastructure projects. | Utilities, city agencies, and other stakeholders integrate and collaborate on all urban forestry efforts, including planning, site work, and outreach/education. |
| State Engagement | State departments/agencies are aware of and vested in the urban forest and cooperates to advance citywide urban forest goals and objectives. | State departments/agencies and City agencies act independently of urban forestry efforts. No coordination exists. | State department/agencies and City agencies have engaged in dialogues about urban forestry efforts with respect to capital improvement and infrastructure projects. | State departments/agencies, City agencies, and other stakeholders integrate and collaborate on all urban forestry efforts, including planning, site work, and outreach/education. |
| Public Awareness | The general public understands the benefits of trees and advocates for the role and importance of the urban forest. | Trees are generally seen as a nuisance, and thus, a drain on city budgets and personal paychecks. | Trees are generally recognized as important and beneficial. | Trees are seen as valuable infrastructure and vital to the community's well-being. The urban forest is recognized for the unique environmental, economic, and social services its provides to the community. |
| Regional Collaboration | Neighboring communities and regional groups are actively cooperating and interacting to advance the region's stake in the city's urban forest. | Little or no interaction between neighboring communities and regional groups. | Neighboring communities and regional groups share similar goals and policy vehicles related to trees and the urban forest. | Regional urban forestry planning, coordination, and management is widespread. |

A Sustainable Urban Forest Indicators: The Management Approach

| Indicators of a Sustainable Urban Forest | Overall Objective or Industry Standard | Performance Levels | | |
|---|---|---|---|--|
| | | Low | Medium | High |
| Tree Inventory | Comprehensive, GIS-based, current inventory of all intensively-managed public trees to guide management, with mechanisms in place to keep data current and available for use. Data allows for analysis of age distribution, condition, risk, diversity, and suitability. | No inventory or out-of-date inventory of publicly-owned trees. | Partial or sample-based inventory of publicly-owned trees, inconsistently updated. | Complete, GIS-based inventory of publicly-owned trees, updated on a regular, systematic basis. |
| Canopy Assessment | Accurate, high-resolution, and recent assessment of existing and potential city-wide tree canopy cover that is regularly updated and available for use across various departments, agencies, and/or disciplines. | No tree canopy assessment. | Sample-based canopy cover assessment, or dated (over 10 years old) high resolution canopy assessment. | High-resolution tree canopy assessment using aerial photographs or satellite imagery. |
| Management Plan | Existence and buy-in of a comprehensive urban forest management plan to achieve city-wide goals. Re-evaluation is conducted every 5 to 10 years. | No urban forest management plan exists. | A plan for the publicly-owned forest resource exists but is limited in scope, acceptance, and implementation. | A comprehensive plan for the publicly owned forest resource exists and is accepted and implemented. |
| Risk Management Program | All publicly-owned trees are managed for maximum public safety by way of maintaining a city-wide inventory, conducting proactive annual inspections, and eliminating hazards within a set timeframe based on risk level. Risk management program is outlined in the management plan. | Request-based, reactive system. The condition of publicly-owned trees is unknown. | There is some degree of risk abatement thanks to knowledge of condition of publicly-owned trees, though generally still managed as a request-based reactive system. | There is a complete tree inventory with risk assessment data and a risk abatement program in effect. Hazards are eliminated within a set time period depending on the level of risk. |
| Maintenance Program of Publicly-Owned Trees (trees managed intensively) | All intensively-managed, publicly-owned trees are well maintained for optimal health and condition in order to extend longevity and maximize benefits. A reasonable cyclical pruning program is in place, generally targeting 5 to 7 year cycles. The maintenance program is outlined in the management plan. | Request-based, reactive system. No systematic pruning program is in place for publicly-owned trees. | All publicly-owned trees are systematically maintained, but pruning cycle is inadequate. | All publicly-owned trees are proactively and systematically maintained and adequately pruned on a cyclical basis. |
| Maintenance Program of Publicly-Owned Natural Areas (trees managed extensively) | The ecological structure and function of all publicly-owned natural areas are protected and enhanced while accommodating public use where appropriate. | No natural areas management plans are in effect. | Only reactive management efforts to facilitate public use (risk abatement). | Management plans are in place for each publicly-owned natural area focused on managing ecological structure and function and facilitating public use. |
| Planting Program | Comprehensive and regularly updated tree protection ordinance with enforcement ability is based on community goals. The benefits derived from trees on public and private property are ensured by the enforcement of existing policies. | Tree establishment is ad hoc. | Tree establishment is consistently funded and occurs on an annual basis. | Tree establishment is directed by needs derived from a tree inventory and other community plans and is sufficient in meeting canopy cover objectives. |
| Tree Protection Policy | Establish a tree population suited to the urban environment and adapted to the overall region. Suitable species are gauged by exposure to imminent threats, considering the "Right Tree for the Right Place" concept and invasive species. | No tree protection policy. | Policies are in place to protect trees, but the policies are not well-enforced or ineffective. | Protections policies ensure the safety of trees on public and private land. The policies are enforced and supported by significant deterrents and shared ownership of city goals. |
| City Staffing and Equipment | Adequate staff and access to the equipment and vehicles to implement the management plan. A high level urban forester or planning professional, strong operations staff, and solid certified arborist technicians. | Insufficient staffing levels, insufficiently-trained staff, and/or inadequate equipment and vehicle availability. | Certified arborists and professional urban foresters on staff have some professional development, but are lacking adequate staff levels or adequate equipment. | Multi-disciplinary team within the urban forestry unit, including an urban forestry professional, operations manager, and arborist technicians. Vehicles and equipment are sufficient to complete required work. |
| Funding | Appropriate funding in place to fully implement both proactive and reactive needs based on a comprehensive urban forest management plan. | Funding comes from the public sector only, and covers only reactive work. | Funding levels (public and private) generally cover mostly reactive work. Low levels of risk management and planting in place. | Dynamic, active funding from engaged private partners and adequate public funding are used to proactively manage and expand the urban forest. |
| Disaster Preparedness & Response | A disaster management plan is in place related to the city's urban forest. The plan includes staff roles, contracts, response priorities, debris management and a crisis communication plan. Staff are regularly trained and/or updated. | No disaster response plan is in place. | A disaster plan is in place, but pieces are missing and/or staff are not regularly trained or updated. | A robust disaster management plan is in place, regularly updated and staff is fully trained on roles and processes. |
| Communication | Effective avenues of two-way communication exist between the city departments and between city and its citizens. Messaging is consistent and coordinated, when feasible. | No avenues are in place. City departments and public determine on an ad-hoc basis the best messages and avenues to communicate. | Avenues are in place, but used sporadically and without coordination or only on a one-way basis. | Avenues are in place for two way communication, are well-used with targeted, coordinated messages. |

City of Tracy

2020 – Urban Forest Management Plan





**ENVIRONMENTAL SUSTAINABILITY COMMISSION
REGULAR MEETING MINUTES**

**OCTOBER 26, 2023
7:00 PM**

1. CALL TO ORDER:

- a. The meeting was called to order by Chairperson Nygard at 7:09PM.

2. ROLL CALL:

- a. Present: Dotty Nygard, James Damasco, Tony Acosta, Nicholas Sese, and Navi Kahlon
- b. Absent: None.
- c. Staff Present: Karin Schnaider, Assistant City Manager
Stephanie Reyna-Hiestand, Assistant Director of Utilities
David Murphy, Assistant Director of Operations
John Newman, Operations Superintendent
Necy Lopez, Deputy City Clerk
- d. Recorded by: Carla Sorich, Executive Assistant
Isabel Espinosa, Administrative Technician

3. PLEDGE OF ALLEGIANCE

4. ITEMS FROM THE AUDIENCE

None.

5. REGULAR AGENDA

Chairperson Nygard asked if there were any items they wished pulled. Vice-Chair Damasco requested Agenda Item 6.a. be pulled from the agenda and not presented because he felt it was not ready.

Discussion continued regarding Item 6.a.

Motion was made by Chairperson Nygard and seconded by Commissioner Kahlon to continue the presentation and discussion for tonight's meeting agenda as posted. All in favor; passed and so ordered. (5,0,0)

Public Comment:

Veronica Vargas was very disappointed that this item was going to be pulled from the agenda without a discussion. She stated that she was working on this plan for 5 years,

staff worked hard on this report. Allow due process so the public can have input on this item.

6. APPROVAL OF MEETING MINUTES

a. REVIEW AND APPROVE THE REGULAR MEETING MINUTES FROM SEPTEMBER 28, 2023

ACTION: Motion was made by Vice Chairperson Damasco and seconded by Commissioner Kahlon to approve the Regular Meeting Minutes from September 28, 2023. All in favor; passed and so ordered. (5,0,0)

7. OLD BUSINESS

a. THE COMMISSION, BY MOTION, RECOMMEND TO CITY COUNCIL TO ADOPT THE CITY-WIDE URBAN FORESTRY MANAGEMENT PLAN

John Newman, Operations Superintendent, provided the staff report.

Public Comment:

Jennie Wood had questions regarding the canopy spot percentages and stated that she is happy the plan includes protection, maintenance, and pest control for the trees.

Veronica Vargas a board member for the Tracy Tree Foundation commented she would like to see irrigation infrastructure and budget outline for irrigation added to the plan. There are lots of losses due to lack of maintenance. She is requesting that language be added to the report to include that trees will be watered regardless of drought situation, and those restrictions only affect lawns. Thanked the commission for the report.

Anthony Wahhab had questions regarding the significance of the different species of trees selected from a biology perspective. He also had questions regarding prevention of root encroachments on sidewalks.

Leah Shoaito had questions whether we are planting by seed, if the trees are genetically modified, and the maintenance plan.

John Newman replied to public questions.

Commission discussion continued.

ACTION: Motion was made by Chairperson Nygard and seconded by Commissioner Sese to recommend adoption of the City-Wide Urban Forestry Management Plan with amendments to include: 1) guidelines regarding working with PG&E for power lines and tree trimming 2) Slide 14-Methodology behind numbers, locations where fruit bearing trees, root barrier for all new trees 3) 10-20-30 impact on native trees, irrigation policy ensuring trees have an adequate water supply. Roll call found four in favor and one against. Passed and so ordered. (4,0,1)

8. NEW BUSINESS

a. THE COMMISSION, BY MOTION, REVIEW AND APPROVE THE 2023-2024 CALENDAR YEAR REGULAR MEETING SCHEDULE.

Stephanie Reya-Hiestand, Assistant Director Utilities, provided the staff report.

No public comment.

Students commented that school ends at 3:55 PM, and that 7 PM meetings work fine. And request that this committee takes into consideration civic clubs, and school related activities. Students inquired about meeting date in May.

ACTION: Motion was made by Chairperson Nygard and seconded by Commissioner Kahlon to cancel December 2023 and July 2024 meeting, move November 2023 meeting to November 27, 2023 at 7 PM. All in favor, passed and so ordered.
(5,0,0)

b. COMMISSION TO REVIEW AND PROVIDE INPUT ON THE ESC WORKPLAN BASED ON COUNCIL STRATEGIC PRIORITIES

- Sustainability Action Plan
- Environmental Compliance
 - Stormwater Pollution Prevention

Karin Schnaider, Assistant City Manager, provided the staff report.

This is a reoccurring item for board members and public to add items to the agenda. Most items will be 90 days out to allow for review and staff reports. Coordination with an outside department may take longer than 90 days depending on their availability.

Public Comment:

Veronica Vargas requesting optimizing environments, socioeconomic public health benefits. Senator Eggman SB 746 for Valley Link and the installation of the Hydrogen fuel facility in Tracy. Based on this new technology I would suggest this group to research how this affects our environment and the benefits. Creating a fuel income, taking vehicles off the road. TOD has impact of walkability, biking, hydrogen plant and workforce that it will bring.

Jenni Wood commented the housing element has been opened. Is it possible to bring that on an informational basis to this commission make suggestions on the housing element. Are there any issues that may be detrimental to the environment. Specifically, under the purview of density, permeable roads and sidewalks, development and overall policies.

ACM Schnaider responded it can be added to workplan to bring in for comments.

Chair Nygard said she would like to see how to implement SB 746 with Valley Link and Hydrogen fuel facility and SB 335 to allow low-income housing and disadvantaged communities to take advantage of solar energy programs under quality of life and infrastructure.

Commission questions and comments followed.

ACTION: Motion was made by Chairperson Dotty Nygard and seconded by Vice Chairperson James Damasco to amend the ESC Workplan based on Council Strategic Priorities to include SB 355, SB 746/Hydrogen Facility Plant, EIR for Housing Element and commission. All in favor; passed and so ordered. (5,0,0)

9. STAFF ITEMS

Karin Schnaider, Assistant City Manager, provided the staff report.

The City of Tracy has been working with California League of Cities regarding E Commerce and tax dollars associated with warehousing in Tracy. Moving from point of sale to destination. We are working on something to start acting in the 12-24 months on the state level. The loss is between \$16-50 million dollars. It is a very significant loss.

10. **ITEMS FROM THE COMMISSION** – Youth commissioner, next steps. Two are selected, the other two will remain on eligibility list. Will move forward once appointed by City Council at their next meeting on November 7, 2023.

11. **ADJOURNMENT** – Time: 9:57 PM.

ACTION: Motion was made by Vice Chairperson Damasco and seconded by Commissioner Kahlon to adjourn. Roll call found all in favor; passed and so ordered. (5,0,0)

Urban Forest Management Plan Q&A

| Name | Page # | Section | Question/Comment | Addressed in UFMP? Y/N | If Yes, Where and How? | If No, See Comment |
|--------|--------------|--|---|------------------------|---|--|
| VV-4 | Page 1 | Tree protection regulations that promote the preservation and protection of community trees; | How? Polycys? | Yes | A draft Heritage tree ordinance will be presented to council once the UFMP is adopted | |
| VV-10 | Page 2 | Community expectations | How are these being met? Urban canopy has lots of benefits, including reducing summer peak temperatures, air pollution, enhance property values, provide wildlife habitat, provide aesthetic benefits, and improve social ties. | Yes | The goals are being met as covered in the pictogram on page 7 of the UFMP. | |
| VV-11 | Page 3 | Goal 2: Reach 15% canopy cover by 2040. Existing Policy 2: Foster current partnerships with local non-profits and continue to explore opportunities with additional non-profit groups. | Low goal, should be 37-40% | Yes | Goal has now been changed to 40% in the UFMP. | |
| VV-12 | Page 3 | Existing Policy 3: Promote the longevity of trees as a public resource. | How, show plan? | Yes | Question about partnerships is addressed on page 32 and 52 of the UFMP. | |
| VV-13 | Page 3 | Existing Policy 6: Ensure policy documents communicate a shared vision | How, propose plan? | Yes | Plan to promote the longevity of trees is on Page 53 of the UFMP. | |
| VV-16 | Page 3 | Existing Policy 7: Provide emergency response to ensure accessibility for emergency responders and restoration of regular operations. | What is the vision? Please describe? | Yes | The vision for future policies is addressed on Page 56 of the UFMP. | |
| VV-17 | Page 3 | Greater preservation of trees on public property. | Restoration of regular operations? | Yes | Addressed on Page 57 of the UFMP, the object is to restore operations and public safety efficiently following a storm or other emergency events. | |
| VV-20 | Page 4 | Ensure all newly planted trees have the necessary resources to be maintained throughout the lifetime of the tree. | How? | Yes | Page 33 and Page 42 of the UFMP detail how preservation will take place. | |
| VV-21 | Page 4 | Explore alternative designs to avoid removals during construction or renovations | How, what should be improved? | Yes | Page 42 of the UFMP, has a potential policy mechanism that triggers additional funding for tree maintenance when new trees are planted. | |
| VV-23 | Page 4 | Encourage preservation of trees on private property. | Ok, show plan? | Yes | Page 43 of the UFMP, shows the protections during construction. | |
| VV-24 | Page 4 | Greater and more equitable distribution of environmental benefits from trees. | How, show plan? | Yes | Page 43 of the UFMP, recommends the adoption of a Heritage Tree Ordinance to encourage the preservation of City trees. | |
| VV-26 | Page 4 | Allow for flexibility in planting considerations for new developments. | Do you have a map and plan? | Yes | Page 20 of the UFMP, shows the map and plan for priority planting areas. Page 44 identifies planting in disadvantaged communities as a priority as well. | |
| VV-27 | Page 4 | Educate the community about property owner responsibilities for the care of City trees. | Please explain? | Yes | Page 46 of the UFMP, shows the specific actions to promote flexibility. | |
| VV-31 | Page 4 | Improve diversity of Tracy's urban forest through plantings on private property. | Ok, where can we find this information? | Yes | Page 48 of the UFMP, guides staff to implement educational opportunities. | |
| VV-34 | Page 4 | Provide sustainable and adequate resources to sustain the urban forest for future generations. | How did we do that for this updated document? | Yes | Page 51 of the UFMP, Explore incentive programs for planting trees on private property. Track participation in incentive programs to estimate new tree plantings. | |
| VV-35 | Page 4 | Primary Objectives | Provide list, what does that look like? OK, but what are we doing to keep the new trees alive? Sample-the last 7 years of planting. | Yes | Page 50 of the UFMP, recommends actions related to sustainability. Page 26 of the UFMP, shows irrigation is one of the top priorities for the Urban Forestry Program. | |
| VV-40 | Page 4 | i-Tree | How, where to find our plan? | Yes | www.itreetools.org/design | |
| VV-74 | Page 22 | Appendix D summarizes the prioritization of tree maintenance | The top five most prevalent species in Tracy represent more than 41.6% of the overall population, including flowering pear (Pyrus calleryana, 10.1%), Chinese pistache (Pistacia chinensis, 9.3%), Raywood ash (Fraxinus angustifolia, 8.1%), London plane tree (Platanus x acerifolia, 7.8%), and crane myrtle (Lagerstroemia indica, 6.3%). The prevalence of flowering pears exceeds the 10% genetic diversity rule. | Yes | Add diversity: valley-cork, oaks and valley oaks, olives, redwoods | Page 22 of the UFMP, recommends making diversity a top priority going forward. |
| VV-79 | Page 24 | The City aims to provide service to public trees through five to seven-year maintenance cycles. | Where can we find the priority list? | Yes | Page 67, Appendix D of the UFMP | |
| VV-103 | Page 35 | Maps | Why? | Yes | Page 25 of the UFMP, states the importance of grid pruning in regards to safety and overall health of the urban forest. | |
| DA-1 | Presentation | PG&E pruning practices | Can we get links to the exhibits? | Yes | https://gis.davev.com/tracyca/ | |
| ESC | Presentation | Slide 14 of the presentation | Can we work with PG&E to reduce the urban canopy destruction when trimming around powerlines? | Yes | Page 32 of the UFMP, gives information on the relationship with PG&E and the agreements regarding pruning around utility lines. | |
| ESC | Presentation | Species Diversity | What methodology was used to come up with the tree benefits? | Yes | On page 12 of the UFMP, the City used the full inventory of trees in conjunction with USDA Forest Service i-Tree software tools to calculate the full benefits. | |
| ESC | Presentation | Right tree, right place | Can the City include fruit bearing trees? | No | | The plan only looks at species diversity for the overall urban canopy. Fruit bearing trees are typically not a City street tree and therefore would not be considered in the UFMP. It may be considered for community gardens through the Parks and Recreation division. |
| ESC | Presentation | 10/20/30 rule for specie diversity | Can the City include root barriers as a design standard for all plantings? | No | | Although this item is not found in the UFMP, it can be found in the City of Tracy Design Standards (Park & Streetscape) |
| ESC | Presentation | Irrigation | What impact on native trees does the 10/20/30 rule have in Tracy? | Yes | Page 22 of the UFMP, encourages genetic diversity, and thus a greater resilience to pests. This includes have a native species population. | |
| ESC | Presentation | Site Selection | Can the City include a irrigation policy to ensure newly planted trees are being watered? | Yes | Page 26 of the UFMP, recommends irrigation standards as well as defines the state regulations regarding water usage. | |
| ESC | Presentation | | Can the City ensure that we are planting the correct species throughout the City? | Yes | Page 25 of the UFMP, addresses the issues for planting the right tree in the right place to ensure less pests and overall longevity of newly planted trees. | |

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE PROPOSED CITY-WIDE URBAN FOREST MANAGEMENT PLAN, TO APPROPRIATELY GUIDE CITY RESOURCES IN THE PLANTING AND MAINTENANCE OF CITY TREES.

WHEREAS, The City of Tracy was awarded a Cal Fire Urban Forestry California Climate Investment Grant in June of 2017; and

WHEREAS, The primary goals of this grant were to fund the planting of hundreds of trees throughout the community, and to formalize the City's commitment to its urban forest through the development of an Urban Forest Management Plan (UFMP); and

WHEREAS, The City hired a consulting firm, Davey Resource Group, through the formal bidding process, per TMC 2.20.140, to work in conjunction with staff to create this dynamic plan; and

WHEREAS, On March 4, 2021, staff presented the UFMP to the City's Parks and Community Services (PCS) Commission, where PCS and the public were able to provide feedback and ask questions about the UFMP; and

WHEREAS, The PCS Commission then recommended, by a vote of 5-0, that the UFMP move forward to the City Council for consideration and approval; and

WHEREAS, On April 19, 2022, staff presented the draft UFMP to the City Council as an informational item, during which meeting the Council provided feedback and asked that staff revise the plan, prior to adoption; and

WHEREAS, Following the Council meeting, staff implemented the requested changes and on October 26, 2023, staff presented the revised UFMP to the newly established Environmental Sustainability Commission (ESC), where ESC Commissioners and the public were able to ask follow-up questions, provide comments on the process and recommend revisions; and

WHEREAS, By motion, the ESC voted, and passed with a 4,1,0 vote, to recommend adoption of the plan by City Council with their recommended revisions; and

WHEREAS, The UFMP helps build a vision for the City's urban forest and provides a myriad of benefits by providing an ecological approach to the long-term health of trees in the Tracy community, and a greater understanding of the positive effects trees have on the lives of Tracy residents, businesses, and visitors; and

WHEREAS, The UFMP identifies best management practices that support tree health, improve the environmental impacts of the community's urban forest, aide in creating a sustainable urban forest, and potential for increases in community wellbeing and health; and

WHEREAS, The implementation of the plan helps to provide other positive impacts on the environment such as carbon sequestration, stormwater pollution prevention, and improved air quality; and

WHEREAS, Key Amendments, based on recommendations from the City from Council and Commissions, are as follows:

- Elevating the overall canopy cover goal to 40%, a testament to Tracy's commitment to expanding its green landscape.
- Ensuring that the City's newly planted trees receive adequate irrigation, aligning with Tracy's high standards for tree care.
- Updating policies and regulations to reflect the latest in urban forestry thought leadership.
- Strategic Partnerships for Urban Infrastructure: The introduction of language aimed at fostering collaborations with utility providers, such as PG&E, to minimize the necessity for tree trimming around above-ground infrastructure. This approach not only preserves the integrity of Tracy's urban canopy but also promotes a harmonious coexistence between urban development and natural beauty.
- Innovative Solutions for Urban Greening: The requirement that all new trees planted in sidewalks and public rights of way are equipped with root barriers, as per Tracy Standard Plans (Parks & Streetscape) Section D 7.4.1. This measure is designed to prevent root-related infrastructure damage, ensuring the long-term health and viability of the urban forest.
- Preservation of Native Trees: A clarification on the impact of the 10/20/30 rule on native tree species, ensuring a diverse and resilient urban forest that honors and incorporates Tracy's indigenous flora.
- Sustainable Water Management Practices: A mandate for the provision of irrigation to trees, even under drought conditions, showing the City's commitment to sustaining its green infrastructure through innovative water management strategies; and

WHEREAS, City staff conducted multiple outreach events throughout the grant period including a workshop on May 1, 2019, and four Arbor Day events where residents and stakeholders were able to participate in discussions and identify goals and objectives for the plan; and;

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy finds that the adoption of the amended City-Wide Urban Forest Management Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §§ § 15306, 15378; and be it further

RESOLVED: That the City Council of the City of Tracy, by recommendation from the Environmental Sustainability Commission, adopts the proposed City-Wide Urban Forest Management Plan shown in Attachment A.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

Attachments:

A: City-Wide Urban Forest Management Plan

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council receive the 2023 Water Loss Audit Report.

EXECUTIVE SUMMARY

The City of Tracy, as an urban water supplier serving more than 3,000 water connections, is required to submit their annual water loss audit report to the Department of Water Resources (DWR) by January 1, each year. The City submitted the 2023 Water Loss Audit to DWR on December 13, 2023. This audit is a review of the previous calendar or fiscal year's water supplied less authorized consumption (billing, flushing, construction, known leaks, etc.) to determine a City's potential water loss for that time period. For calendar year 2022, the audit identified that the City had a Tier IV (71-90) Water Audit Data Validity Score. The audit findings recommend short-term and long-term loss controls and target settings to reduce water losses and inefficiencies. The Utilities Division will incorporate these guidelines and recommendations where they are cost effective and feasible.

Utilities staff is recommending that the City Council receive the 2023 Water Loss Audit Report [that was submitted to DWR] and attached as Attachment A.

BACKGROUND AND LEGISLATIVE HISTORY

Senate Bill (SB) 555 (Wolk) adopted in 2015 during the drought, required urban retail water suppliers to submit water loss audits to the state by October 1, each year. The reporting deadline was subsequently modified by AB 1414 (Friedman, Statute of 2019), which required fiscal year reporters to submit their report by January 1 of each year starting January 1, 2021. AB 1414 changes the reporting deadline for all urban water suppliers (whether reporting on a calendar year basis or fiscal year basis), to submit on or before January 1 of each year starting January 1, 2024.

Urban retail water suppliers are those that either serve more than 3,000 connections, like the City of Tracy, or produce more than 3,000 acre feet of water each year. Through requirements set forth in the California Water Code, DWR was required to establish regulations for conducting and validating water loss audits, technical qualifications for persons performing water loss audit validation, and reporting requirements for submitting validated water loss audits to DWR. Once audits are validated by a certified validator (third-party vendor), the urban retail water supplier is required to submit that report to DWR. The City of Tracy has voluntarily conducted this water audit every calendar year since 2011, even before it being mandated.

ANALYSIS

A desktop audit for January 1 to December 31, 2022, was conducted by Cavanaugh and Associates, Inc. (third-party certified validator) in conjunction with City staff on November 23, 2023. During this audit, data is collected that identifies the amount of non-revenue water loss. Non-revenue water loss is "apparent losses" plus "real losses" in a system. Apparent losses include all types of inaccuracies associated with customer metering (beyond service life meters,

improper flow recordings, etc.), systematic data handling errors (meter reading, billing, etc.) and any unauthorized consumption (theft or illegal use). Real losses are physical water losses from the pressurized system (water main breaks, leaks at valves, etc.). The volume of real loss depends on frequency, flow rates, and average duration of the leak, break, and overflow.

The City of Tracy over the past several years has experienced a very high non-revenue water loss, meaning it is unable to determine where these losses are occurring and receive no revenue for them. During this reporting period, the amount of non-revenue water loss was determined to be 2,391.388 acre feet equaling about \$1M in lost revenue. In late 2022, in an effort to determine where these losses may be occurring, staff analyzed the water distribution system, finance billing practices, metering, construction infrastructure and system pressures. It was determined that there were nearly 13,000 meters that were at their useful life and could potentially be reading improperly or not reading at all. With current staffing, the Operations Division is only able to repair and replace about 1,300 meters per year. Utilities has applied for grant funding from the United States Bureau of Reclamation seeking \$5M in funding to replace these outdated meters with new smart meters. It is anticipated that this project will reduce the amount of loss by at least half if not more.

The audit identified priority areas for attention and to improve data validity. Those areas are:

1. Water imported – reduce the amount of water imported to lower costs

The City of Tracy is committed to providing the highest quality domestic water to its customers. In order to meet this goal, the City imports most of its water supply as its groundwater sources contain higher minerals and salts reducing the quality of the water. Surface water imported from South San Joaquin Irrigation District has a higher cost but is better quality than the City's other sources of water supply. The City would have to reduce the use of imported water to better its score, which it is not feasible at this time.

2. Billed Metered – conduct a thorough audit on the billing and metering system

Staff has begun conducting random auditing of new development to ensure that meters are being installed in a timely manner as well as determining where water is being consumed but not billed. During this audit, staff did find a park that was not being metered and an entire landscape area in Tracy Hills. As time permits, staff will continue to conduct self-audits on the Utility Billing system to ensure that meter reads are accurate and billing for water consumption is occurring.

3. Unauthorized Consumption – theft and illegal use

While performing spot checks, Utilities staff were able to determine that many construction meters were not being correctly billed for and were not being used. Staff performed in the field inspections to find water trucks that were taking water from fire hydrants without a meter and informing them that they must get a meter or enforcement against them would occur. There was a significant increase in the amount of construction meters billed for during 2022 after this process. There is still a large amount of theft that occurs throughout the system such as companies who use their fire system stacks to wash their internal roadways and water trucks who take water from fire hydrants, but staff is committed to reducing this activity as well.

Staff will continue to endeavor to reduce the City's annual water loss through these steps

and will continue to strive to provide the highest quality water where it is feasible to do so.

FISCAL IMPACT

This audit required a third-party certified validator to perform and certify the audit. Cavanaugh and Associates provided this service, and the funds were fully captured in the annual maintenance and operations budget for Water Fund (511). Cavanaugh and Associates has conducted audits for the City since 2019 for a total expenditure of \$13,000. The City will continue to utilize third party certified validators as required which may be Cavanaugh and Associates.

COORDINATION

Utilities staff coordinated data collection and audit performance with the Operations Division.

CEQA DETERMINATION

The receipt of this report will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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 Tracy community through improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive the 2023 Water Loss Audit Report.

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

Reviewed by: Brian MacDonald, Interim Director of Public Works
Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

Attachment A: 2023 AWWA Water Loss Audit Report

Water Audit Report for: **City of Tracy**
 Audit Year: **2022** | **Jan 01 2022 - Dec 31 2022** | **Calendar**

To access definitions, click the [input name](#) Click 'n' to add notes Click 'g' to determine data validity grade To edit water system info: [go to start page](#)
 All volumes to be entered as: **ACRE-FEET PER YEAR**

Water Supplied Error Adjustments

WATER SUPPLIED

choose entry option:

| | | | | | | | |
|-----|--------------------------|--|---|------------|--|--------------------------------------|-------|
| VOS | Volume from Own Sources: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="7"/> | <input type="text" value="1,146.581"/> | Acre-ft/Yr | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/> | <input type="text" value="percent"/> | VOSEA |
| WI | Water Imported: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="7"/> | <input type="text" value="17,739.994"/> | Acre-ft/Yr | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="4"/> | <input type="text" value="percent"/> | WIEA |
| WE | Water Exported: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="n/a"/> | <input type="text" value="0.000"/> | Acre-ft/Yr | | | WEEA |

WATER SUPPLIED: Acre-ft/Yr

AUTHORIZED CONSUMPTION

choose entry option:

| | | | | | | |
|------|---------------------|---|---|------------|-------------------------------------|--|
| BMAC | Billed Metered: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/> | <input type="text" value="16,313.500"/> | Acre-ft/Yr | | |
| BUAC | Billed Unmetered: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/> | <input type="text" value="14.680"/> | Acre-ft/Yr | | |
| UMAC | Unbilled Metered: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/> | <input type="text" value="125.224"/> | Acre-ft/Yr | | |
| UUAC | Unbilled Unmetered: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="4"/> | <input type="text" value="41.784"/> | Acre-ft/Yr | <input type="text" value="custom"/> | <input type="text" value="41.784"/> acre-ft/yr |

AUTHORIZED CONSUMPTION: Acre-ft/Yr

WATER LOSSES

Acre-ft/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

choose entry option:

| | | | | | | | |
|------|----------------------------------|--|--------------------------------------|------------|------------------------------------|--------------------------------------|---|
| SDHE | Systematic Data Handling Errors: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="3"/> | <input type="text" value="40.820"/> | Acre-ft/Yr | <input type="text" value="0.25%"/> | <input type="text" value="default"/> | <input type="text" value="under-registration"/> |
| CMI | Customer Metering Inaccuracies: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="6"/> | <input type="text" value="335.484"/> | Acre-ft/Yr | <input type="text" value="2.00%"/> | <input type="text" value="percent"/> | |
| UC | Unauthorized Consumption: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="3"/> | <input type="text" value="40.820"/> | Acre-ft/Yr | <input type="text" value="0.25%"/> | <input type="text" value="default"/> | |

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: Acre-ft/Yr

Real Losses

Real Losses: Acre-ft/Yr

WATER LOSSES: Acre-ft/Yr

NON-REVENUE WATER

NON-REVENUE WATER: Acre-ft/Yr

SYSTEM DATA

| | | | | | |
|----|--------------------------------|---|-------------------------------------|-----------------|---------------------------------------|
| Lm | Length of mains: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="6"/> | <input type="text" value="505.0"/> | miles | (including fire hydrant lead lengths) |
| Nc | Number of service connections: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/> | <input type="text" value="27,025"/> | | (active and inactive) |
| | Service connection density: | | <input type="text" value="54"/> | conn./mile main | |

Are customer meters typically located at the curbstop/property line? Yes

Average length of customer service line has been set to zero and a data grading of 10 has been applied

Average Operating Pressure: psi

COST DATA

| | | | | | |
|------|------------------------------|---|---------------------------------------|-------------------------|------------------------------------|
| CRUC | Customer Retail Unit Charge: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="10"/> | <input type="text" value="\$1.81"/> | \$/100 cubic feet (ccf) | Total Annual Operating Cost |
| VPC | Variable Production Cost: | <input type="text" value="n"/> <input type="text" value="g"/> <input type="text" value="8"/> | <input type="text" value="\$446.26"/> | \$/acre-ft | |

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. *****

[go to dashboard](#)

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

- 1: Water Imported (WI)
- 2: Billed Metered (BMAC)
- 3: Unauthorized Consumption (UC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

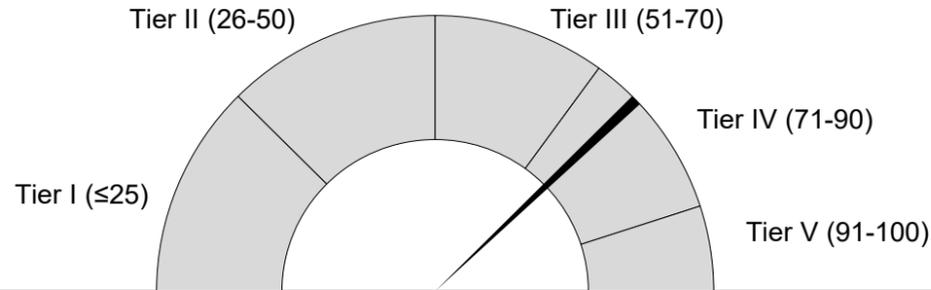
| | | |
|---------------------------------|----------------------|--------------|
| Unit Total Losses: | <input type="text"/> | gal/conn/day |
| Unit Apparent Losses: | <input type="text"/> | gal/conn/day |
| Unit Real Losses ^A : | <input type="text"/> | gal/conn/day |
| Unit Real Losses ^B : | <input type="text"/> | gal/mile/day |

If entered above by user, targets will display on KPI gauges (see Dashboard)

Data Validity

Data Validity Score: 75 **Data Validity Tier: Tier IV (71-90)**

See [Loss Control Planning](#) for Tier Details

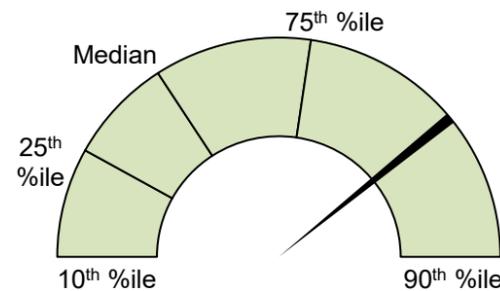


Actual KPI result

Key Performance Indicators

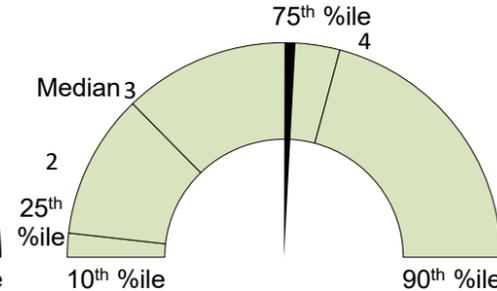
Target (see Worksheet)

gauge %iles per validated industry ranges²



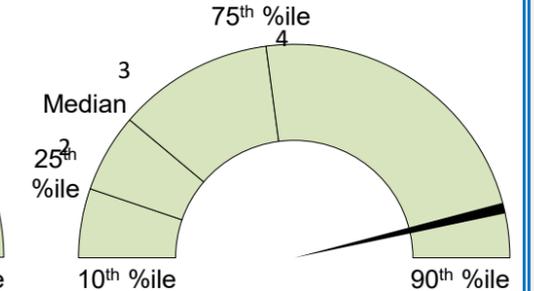
Total Loss Cost Rate

44.74 \$/conn/year



Apparent Loss Cost Rate

12.14 \$/conn/year



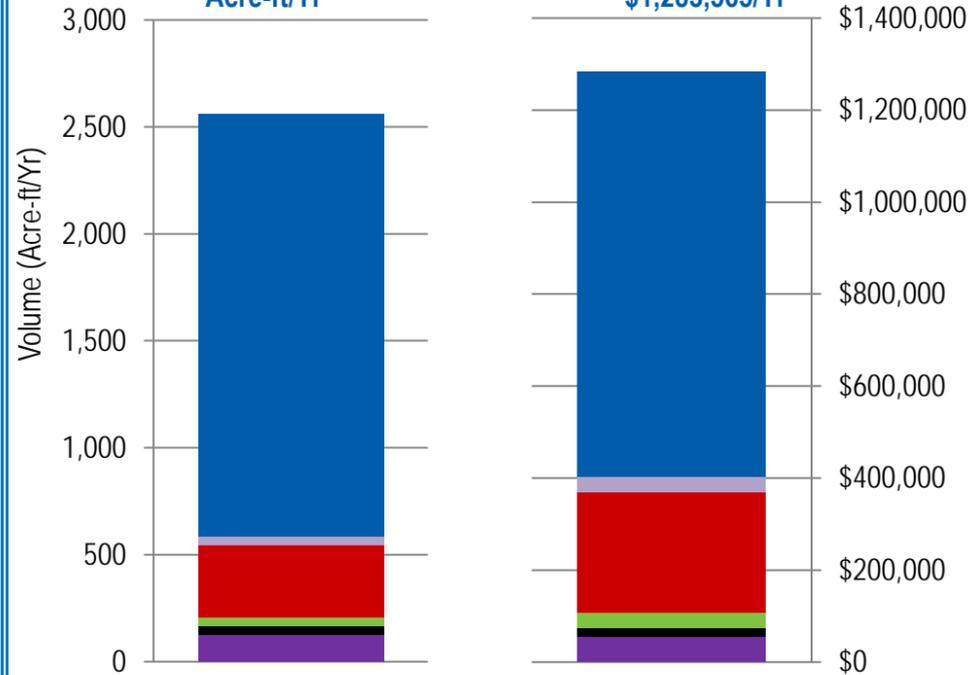
Real Loss Cost Rate

32.60 \$/conn/year

NRW Components Summary

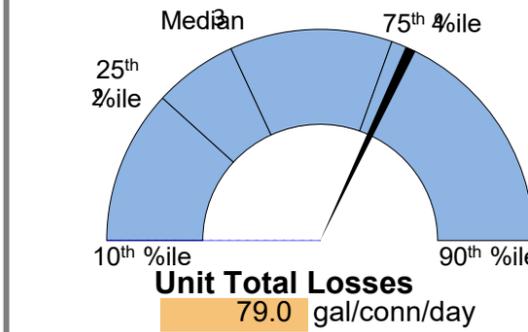
Total Volume of NRW = 2,556 Acre-ft/Yr

Total Cost of NRW = \$1,283,565/Yr



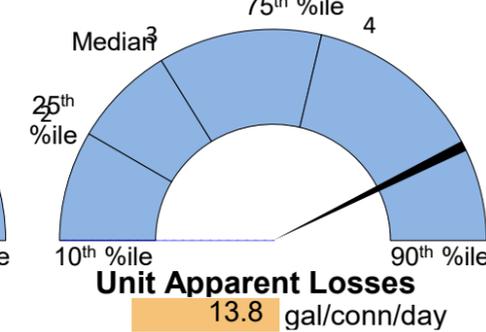
| | | | | | |
|-------------|---------------------------------|--------------------------------|--------------------------|------------------------------|----------------------------------|
| Real Losses | Systematic Data Handling Errors | Customer Metering Inaccuracies | Unauthorized Consumption | Unbilled Unmetered Auth Cons | Unbilled Metered Authorized Cons |
|-------------|---------------------------------|--------------------------------|--------------------------|------------------------------|----------------------------------|

| | Volume Acre-ft/Yr | Value \$/Yr | Basis of Valuation |
|--------------------------|-------------------|-------------|--------------------|
| Apparent Losses | 417.1 | \$328,002 | CRUC |
| Real Losses | 1,974.3 | \$881,034 | VPC |
| Unbilled Authorized Cons | 167.0 | \$74,529 | VPC |
| Non-Revenue Water | 2,558.4 | \$1,283,565 | Blended |



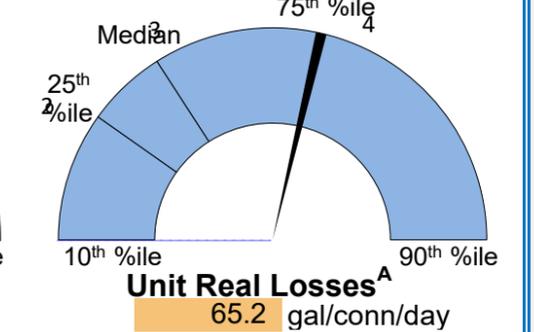
Unit Total Losses

79.0 gal/conn/day



Unit Apparent Losses

13.8 gal/conn/day

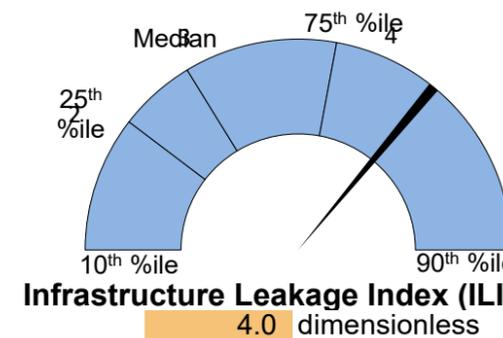
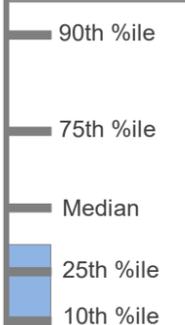


Unit Real Losses^A

65.2 gal/conn/day

Average Operating Pressure

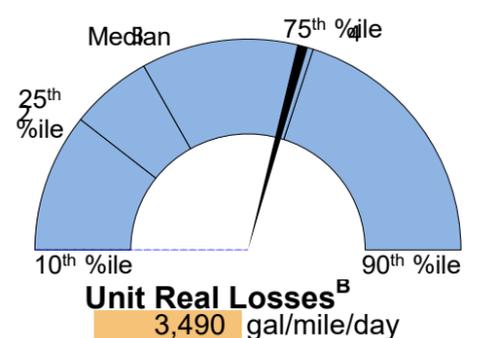
64.3 psi



Infrastructure Leakage Index (ILI)

4.0 dimensionless

See UARL definition for additional guidance on the ILI



Unit Real Losses^B

3,490 gal/mile/day

(UARL) Unavoidable Annual Real Losses 488.7 Acre-ft/Yr 16.1 gal/conn/day

Guidance Information for Key Performance

- The eight indicators shown are the recommended suite per the AWWA Water Loss Control Committee 2020 Position on KPIs¹.
- A suite of KPIs is necessary, as no single KPI can holistically communicate water loss performance for a given water system.
- See Table 1 below for Uses and Limitations for each KPI, excerpted from the AWWA Water Loss Control Committee Report (2020)¹, with naming conventions updated.
- Percentiles (%iles) shown on KPI gauges come from Level 1 validated data in the AWWA WLCC Reference Water Audit Dataset (2020)².
- KPI %iles shown above are not segregated by cohorts. Limited KPI data by cohorts may be found in WRF 4695 Guidance Manual, Appendix B (2019)⁵.
- Actual KPI results that fall below 10th %ile or above 90th %ile do not necessarily imply error, but should be viewed with scrutiny.
- Percentiles not intended to imply targets. Targets may be input by user for operational KPIs, if desired, on Worksheet.
- See UARL and ILI in Definitions tab for discussion of size and pressure limitations.
- Systems that fall on the extreme ends of size or connection density should use caution when interpreting Unit Losses KPIs.

Table 1

Source: AWWA Water Loss Control Committee Report (2020)¹, with naming conventions updated

2020 AWWA Water Audit Method – Water Audit Outputs and Key Performance Indicators: Uses and Limitations

| Type | Indicator | Description | Suitable Purposes | | | | | Uses and Limitations | Principal Users | |
|-----------|---|---|-------------------|---------------|----------------|----------|----------|----------------------|---|------------------------------------|
| | | | Assessment | Bench-Marking | Target-Setting | Planning | Tracking | | | |
| Attribute | Apparent Loss Volume | Calculated by Free Water Audit Software | ✓ | | | | | ✓ | Assess loss level | Utility, Regulators |
| | Apparent Loss Cost | Calculated by Free Water Audit Software | ✓ | | | | | ✓ | Assess cost loss level | Utility, Regulators |
| | Real Loss Volume | Calculated by Free Water Audit Software | ✓ | | | | | ✓ | Assess loss level | Utility, Regulators |
| | Real Loss Cost | Calculated by Free Water Audit Software | ✓ | | | | | ✓ | Assess loss cost level | Utility, Regulators |
| | Unavoidable Annual Real Loss (UARL) | Calculated by Free Water Audit Software | ✓ | | | | | ✓ | Reveal theoretical technical low level of leakage | Utility, Regulators |
| Volume | Unit Apparent Losses (vol/conn/day) | Strong and understandable indicator for multiple users. | ✓ | ✓ | ✓ | ✓ | | ✓ | Used for performance tracking and target-setting | Utility, Regulators |
| | Unit Real Losses ^A (vol/conn/day) | Strong and understandable indicator for multiple users. | ✓ | ✓ | ✓ | ✓ | | ✓ | Used for performance tracking and target-setting | Utility, Regulators, Policy Makers |
| | Unit Real Losses ^B (vol/pipeline length/day) | Strong and understandable indicator for use by utilities with low connection density. | ✓ | ✓ | ✓ | ✓ | | ✓ | Data collection and assessment of systems with “low” connection density | Utility, Regulators, Policy Makers |
| | Unit Total Losses (vol/conn/day) New KPI | Strong and understandable indicator, suitable for high-level performance measurement. | ✓ | | | | | ✓ | High level indicator for trending analysis. Not appropriate for target-setting or benchmarking | Utilities, Customers |
| | Infrastructure Leakage Index (ILI) | Robust, specialized ratio KPI; can be influenced by pressure and connection density. | ✓ | ✓ | | | | ✓ | Benchmarking after pressure management is implemented | Utilities |
| Value | Apparent Loss Cost Rate (value/conn/year) New KPI | Indicators with sufficient technical rigor. Provide the unit financial value of each type of loss, which is useful for planning and assessment of cost efficiency of water loss reduction and control interventions and programs. | ✓ | | | | ✓ | ✓ | Data collection and assessment on AWWA indicators or contextual parameters to use in conjunction with Loss Cost Rates | Utilities, Regulators, Customers |
| | Real Loss Cost Rate (value/conn/year) New KPI | | ✓ | | | | ✓ | ✓ | | Utilities, Regulators, Customers |
| Validity | Data Validity Tier (DVT) | Strong indicator of water loss audit data quality, if data has been validated. Tier provides guidance on priority areas of activity. | ✓ | ✓ | | | ✓ | ✓ | Assess caliber of data inputs of the water audit | Regulators, Utilities |

AWWA Free Water Audit Software
Water Balance



Water Audit Report for: **City of Tracy**

Audit Year: **2022**

Jan 01 2022 - Dec 31 2022

Data Validity Tier: **Tier IV (71-90)**

FWAS v6.0

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| | | | | | | |
|---|---|---|---|---|---|--|
| Volume from Own Sources (VOS) (corrected for known errors) 1,146.581 | System Input Volume 18,886.575 | Water Exported (WE) (corrected for known errors) 0.000 | Billed Water Exported | | | Revenue Water (Exported) 0.000 |
| | | Water Supplied 18,886.575 | Authorized Consumption 16,495.187 | Billed Authorized Consumption 16,328.180 | Billed Metered Consumption (BMAC) (water exported is removed) 16,313.500 | Revenue Water 16,328.180 |
| Water Losses 2,391.388 | Unbilled Authorized Consumption 167.007 | | | Billed Unmetered Consumption (BUAC) 14.680 | Non-Revenue Water (NRW) 2,558.395 | |
| | Real Losses 1,974.263 | Apparent Losses 417.125 | Unbilled Metered Consumption (UMAC) 125.224 | | | |
| Water Imported (WI) (corrected for known errors) 17,739.994 | | | | | Unbilled Unmetered Consumption (UUAC) 41.784 | |
| | Systematic Data Handling Errors (SDHE) 40.820 | | | | | |
| | Customer Metering Inaccuracies (CMI) 335.484 | | | | | |
| | | | | Unauthorized Consumption (UC) 40.820 | | |
| | | | | Leakage on Transmission and/or Distribution Mains Not broken down | | |
| | | | | Leakage and Overflows at Utility's Storage Tanks Not broken down | | |
| | | | | Leakage on Service Connections Not broken down | | |



AWWA Free Water Audit Software: Determining Water Loss Standing

FWAS v6.0

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Water Audit Report for: **City of Tracy**
 Audit Year: **2022** **Jan 01 2022 - Dec 31 2022**
 Data Validity Tier: **Tier IV (71-90)**

Water Loss Control Planning Guide

| Water Audit Data Validity Tier (Score Range) | | | | | |
|--|---|--|--|--|---|
| Functional Focus Area | Tier I (1-25) | Tier II (26-50) | Tier III (51-70) | Tier IV (71-90) | Tier V (91-100) |
| Audit Data Collection | Launch auditing and loss control team; address supply metering deficiencies | Analyze business process for customer metering and billing functions and water supply operations; Identify data gaps; improve supply metering | Establish/revise policies and procedures for data collection | Refine data collection practices and establish as routine business process | Annual water audit is a reliable gauge of year-to-year water efficiency standing |
| Short-term loss control | Research information on leak detection programs; Begin flowcharting analysis of customer billing system | Conduct loss assessment investigations on a sample portion of the system: customer meter testing, leak survey, unauthorized consumption, etc | Establish ongoing mechanisms for customer meter accuracy testing, active leakage control and infrastructure monitoring | Refine, enhance or expand ongoing programs based upon economic justification | Stay abreast of improvements in metering, meter reading, billing, leakage management and infrastructure rehabilitation |
| Long-term loss control | | Begin to assess long-term needs requiring large expenditure: customer meter replacement, water main replacement program, new customer billing system or AMR/AMI system | Begin to assemble economic business case for long-term needs based upon improved data becoming available through the water audit process | Conduct detailed planning, budgeting and launch of comprehensive improvements for metering, billing or infrastructure management | Continue incremental improvements in short-term and long-term loss control interventions |
| Target-setting | | | Establish long-term apparent and real loss reduction goals (+10 year horizon) | Establish mid-range (5 year horizon) apparent and real loss reduction goals | Evaluate and refine loss control goals on a yearly basis |
| Benchmarking | | | Preliminary Comparisons - can begin to rely upon with PIs for performance comparisons for real losses | Performance Benchmarking with PIs is meaningful in comparing real loss standing | Identify Best Practices/ Best in class; PIs are very reliable as real loss performance indicators for best in class service |

For validity scores of 50 or below, the shaded blocks should not be focus areas until better data validity is achieved.

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution, pursuant to Tracy Municipal Code Section 4.12.1190(d) approving the following public alcohol special event permits for events on public property in 2024:

- (1) Downtown Block Parties (May 3, June 7, July 12, August 2, and September 6);**
- (2) Tracy African American Association (Juneteenth Festival on June 8);**
- (3) Grassroots Resource Connections International (Tracy Jazz and Blues Festival on June 29-30);**
- (4) Blues, Brews, and BBQ (October 5);**
- (5) Girls Night Out – Witches and Broomsticks (October 18);**
- (6) Tracy City Center Association Events (Taps on Tenth on April 6, Downtown Tracy Wine Stroll on August 17, and Car Show with Clutch Burners on September 28); and**
- (7) South Side Community Organization Event (September 14).**

EXECUTIVE SUMMARY

Section 4.12.1190(d) of the Tracy Municipal Code (TMC) authorizes the City Council to issue, by resolution, a special event permit allowing the consumption of alcohol on public streets at an organized event of community-wide interest in accordance with the TMC Chapter 4.40 governing special events. The Parks, Recreation, and Community Services Department is coordinating several requests for alcohol permits in conjunction with community events and is seeking Council approval. Parks, Recreation, and Community Services staff recommends City Council approval of these event permits based on the staff finding each event complies with TMC Sections 4.40.060 and 4.12.1190(d).

BACKGROUND AND LEGISLATIVE HISTORY

Tracy Municipal Code Section 4.12.1190(d) states: “The Council, by resolution, may issue a permit under Chapter 4.40 allowing the consumption of intoxicating beverages on public property at an organized event of community-wide interest. The consumption of intoxicating beverages shall be restricted to the perimeters of the event as described in the permit.”

Additionally, Tracy Municipal Code Chapter 4.40 governs special event permits occurring on or within the public right-of-way.

For many years, the City of Tracy has successfully coordinated special community events that have community-wide interest with various local non-profit organizations, including the Tracy City Center Association (TCCA), Tracy African American Association (TAAA) and South Side Community Organization (SSCO). Many of these events have received City approval for the consumption of alcoholic beverages within the boundary of the events, with most of the approved events taking place within the Downtown Tracy Business District, also known as the downtown TCCA district boundaries. This year, the Community Facilities Division received a new special event request from Grassroots Resource Connections International (GRCI) and is requesting City approval for the consumption of alcoholic beverages during their event. GRCI has hosted this event in other local cities and would now like to bring this event to Tracy.

ANALYSIS

At the present time, the Parks, Recreation, and Community Services Department is coordinating several requests for alcohol permits to allow alcoholic beverages to be served as a component of the following community events (Events):

Taps on Tenth: TCCA has requested a permit to serve alcoholic beverages at its event on Saturday, April 6, 2024, from 4:00 p.m. to 8:00 p.m., on 10th Street from A Street to Central Avenue, and on B Street from Gillett Alley to Grunauer Alley.

Downtown Block Parties: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's five (5) block party events on Fridays, May 3, June 7, July 12, August 2, and September 6, 2024, from 6:00 p.m. to 9:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

Juneteenth Festival: TAAA has requested a permit to serve alcoholic beverages at its event on Saturday, June 8, 2024, from 11:00 a.m. to 5:00 p.m., at Lincoln Park located on Eaton Avenue between Holly Drive and East Street.

Tracy Jazz and Blues Festival: GRCl has requested a permit to serve alcoholic beverages at its event on Saturday and Sunday, June 29-30, 2024, from 11:00 a.m. to 6:00 p.m., at Lincoln Park located on Eaton Avenue between Holly Drive and East Street.

September 16th Event: SSCO has requested a permit to serve alcoholic beverages at its event on Saturday, September 14, 2024, from 11:00 a.m. to 6:00 p.m., at Lincoln Park located on Eaton Avenue between Holly Drive and East Street.

Downtown Tracy Wine Stroll: TCCA has requested a permit to serve alcoholic beverages at its event on Saturday, August 17, 2024, from 5:00 p.m. to 8:00 p.m., on Central Avenue from 11th Street to 6th Street, on 10th Street from A Street to Central Avenue, and on B Street from Gillett Alley to Grunauer Alley.

Blues, Brews and BBQ: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Saturday, October 5, 2024, from 12:00 p.m. to 6:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

TCCA Car Show with Clutch Burners: TCCA has requested a permit to serve alcoholic beverages at its event on Saturday, September 28, 2024, from 8:00 a.m. to 3:00 p.m., on Central Avenue from 10th Street to 6th Street to coincide with the Farmers Market.

Girls' Night Out – Witches and Broomsticks: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Friday, October 18, 2024, from 6:00 p.m. to 10:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

Staff recommends City Council approve these special event permits because each event was found to comply with special event permit requirements under TMC Section 4.40.060 and because these events are of community-wide interest under TMC Section 4.12.1190(d).

FISCAL IMPACT

ABC license fees shall be paid by the event hosts. Costs for City of Tracy events are included in each City event budget. Special Events held within the City of Tracy have the opportunity to increase vehicle and pedestrian traffic to local businesses which in turn increase sales tax revenue for the City.

STRATEGIC PLAN

This agenda item supports the Council's Quality of Life Strategic Priority 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, and specifically implements the following goal:

Goal 3: Provide City programming and events that bolster quality of life.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution, pursuant to Tracy Municipal Code Section 4.12.1190(d) approving the following public alcohol permits for events on public property in 2024:

- (1) Downtown Block Parties (May 3, June 7, July 12, August 2, and September 6);
- (2) Tracy African American Association (Juneteenth Festival on June 8);
- (3) Grassroots Resource Connections International (Tracy Jazz and Blues Festival on June 29-30);
- (4) Blues, Brews, and BBQ (October 5);
- (5) Girls Night Out – Witches and Broomsticks (October 18);
- (6) Tracy City Center Association Events (Taps on Tenth on April 6, Downtown Tracy Wine Stroll on August 17, and Car Show with Clutch Burners on September 28); and
- (7) South Side Community Organization Event (September 14).

Prepared By: Katie Akre, Recreation Program Coordinator

Reviewed By: Justin Geibig, Parks and Recreation Supervisor
Jolene Jauregui-Correll, Interim Parks, Recreation, and Community Services Director
Sara Cowell, Director of Finance
Kimberly Murdaugh, Interim Assistant City Manager
Bijal Patel, City Attorney

Approved By: Midori Lichtwardt, City Manager

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING SPECIAL EVENT PERMITS INVOLVING PUBLIC ALCOHOL CONSUMPTION PURSUANT TO TRACY MUNICIPAL CODE SECTION 4.12.1190(D) FOR THE FOLLOWING FOR EVENTS ON PUBLIC PROPERTY IN 2024:

- (1) DOWNTOWN BLOCK PARTIES (MAY 3, JUNE 7, JULY 12, AUGUST 2, AND SEPTEMBER 6);**
- (2) TRACY AFRICAN AMERICAN ASSOCIATION (JUNETEENTH FESTIVAL ON JUNE 8);**
- (3) GRASSROOTS RESOURCE CONNECTIONS INTERNATIONAL (TRACY JAZZ AND BLUES FESTIVAL ON JUNE 29-30);**
- (4) BLUES, BREWS, AND BBQ (OCTOBER 5);**
- (5) GIRLS NIGHT OUT – WITCHES AND BROOMSTICKS (OCTOBER 18);**
- (6) TRACY CITY CENTER ASSOCIATION EVENTS (TAPS ON TENTH ON APRIL 6, DOWNTOWN TRACY WINE STROLL ON AUGUST 17, AND CAR SHOW WITH CLUTCH BURNERS ON SEPTEMBER 28); AND**
- (7) SOUTH SIDE COMMUNITY ORGANIZATION EVENT (SEPTEMBER 14).**

WHEREAS, Tracy Municipal Code (TMC) Section 4.12.1190(d) provides that the City Council, by resolution, may issue a special event permit under Chapter 4.40 allowing the consumption of intoxicating beverages on public property at an organized event of community-wide interest, and the consumption of intoxicating beverages shall be restricted to the perimeters of the event as described in the permit; and

WHEREAS, the City has requested permits to conduct Downtown Block Parties on May 3, June 7, July 12, August 2, and September 6, 2024, on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza, that requires approval of a permit for the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, the City has requested permits to conduct a Blues, Brews, and BBQ on October 5, 2024, on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza, that requires approval of a permit for the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, the City has requested permits to conduct a Girls Night Out – Witches and Broomsticks on October 18, 2024, on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza, that requires approval of a permit for the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, Tracy African American Association (TAAA) has requested a permit to conduct a Juneteenth Festival in the City of Tracy on June 8, 2024, at Lincoln Park located on Eaton Avenue between Holly Drive and East Street, that requires approval of City Council to

permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, Grassroots Resource Connections International (GRCI) has requested a permit to conduct a Tracy Jazz and Blues Festival in the City of Tracy on June 29, 2024, through June 30, 2024, at Lincoln Park located on Eaton Avenue between Holly Drive and East Street, that requires approval of City Council to permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, Tracy City Center Association (TCCA) has requested a permit to conduct a Taps on Tenth Event on April 6, 2024, on 10th Street from A Street to Central Avenue, and on B Street from Gillett Alley to Grunauer Alley, that requires approval of City Council to permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, TCCA has requested a permit to conduct a Downtown Tracy Wine Stroll on August 17, 2024, on Central Avenue from 11th Street to 6th Street, on 10th Street from A Street to Central Avenue, and on B Street from Gillett Alley to Grunauer Alley, that requires approval of City Council to permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, TCCA has requested a permit to conduct a Car Show event with Clutch Burners on September 28, 2024, on Central Avenue from 10th Street to 6th Street to coincide with the Farmers Market, that requires approval of City Council to permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, the South Side Community Organization (SSCO) has requested a permit to conduct a September 16th Event on September 14, 2024, at Lincoln Park located on Eaton Avenue between Holly Drive and East Street, that requires approval of City Council to permit the consumption of alcoholic beverages in public places pursuant to TMC Section 4.12.1190(d); and

WHEREAS, the foregoing described special events comply with Tracy Municipal Code Section 4.40.060; and

WHEREAS, the foregoing described events have community-wide interest; and

NOW, THEREFORE, BE IT

RESOLVED: That the foregoing recitals are true and correct and incorporated hereby as findings of the City Council; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property in the year 2024 known as the “Downtown Block Parties” occurring on the following dates in 2024: May 3, June 7, July 12, August 2, and September 6; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, “Blues, Brews, and BBQ” occurring on October 5, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, “Girls Night Out – Witches and Broomsticks” occurring on October 18, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "Juneteenth Festival" occurring on June 8, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "Tracy Jazz and Blues Festival" occurring on June 29, 2024, through June 30, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "Taps on Tenth" occurring on April 6, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "Downtown Tracy Wine Stroll" occurring on August 17, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "Car Show with Clutch Burners" occurring on September 28, 2024; and be it further

RESOLVED: That City Council approves, pursuant to TMC Section 4.12.1190(d), the issuance of permits allowing the consumption of intoxicating beverages for the event(s) on public property known as, "South Side Community Organization Event" occurring on September 14, 2024.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

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

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

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

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) approving a General Services Agreement with ADT Commercial, LLC, utilizing OMNIA Partners cooperative purchasing agreement to lease two mobile security units in the amount of \$59,771 annually for an initial 12-month term; and (2) authorizing the City Manager to administratively extend the Agreement for up to four (4) additional 12-month terms.

EXECUTIVE SUMMARY

Staff recommends the City Council approve a General Services Agreement with ADT Commercial, LLC to lease two mobile security units to provide supplemental and enhanced security at City sites and during special events. It is anticipated one security unit will be initially stationed at the Temporary Emergency Housing Facility and the other unit will be available for use during athletic tournaments and City special events. Pursuant to OMNIA Partners' cooperative purchasing agreement, the annual total to lease two mobile security units through ADT Commercial, LLC, is \$58,440, with an initial installation fee of \$1,331. The proposed Agreement involves an initial 12-month term and authorizes the City Manager to administratively extend the Agreement for up to four (4) additional 12-month terms, subject to the annual not-to-exceed amount.

BACKGROUND AND LEGISLATIVE HISTORY

OMNIA Partners offers cooperative procurement solutions to government and education organizations through competitively bid and awarded contracts. The City of Tracy is an established customer with OMNIA Partners and achieves compliance with public contracting requirements through OMNIA Partners cooperative purchasing agreement, pursuant to Tracy Municipal Code, Section 2.20.220.

ANALYSIS

ADT Commercial, LLC is the authorized vendor through OMNIA Partners to lease mobile security units on a 12-month cycle. The lease through ADT Commercial, LLC includes the mobile security units, on-site training for City staff to determine camera positioning for the best coverage, program recording, software, City staff monitoring portal, maintenance, and replacement, if damaged or non-functional.

The City has experienced an increase in participation levels at athletic tournaments, special events, and the Temporary Emergency Housing Facility has expanded services to accommodate 38 additional individuals. With the support of these security units, the City will be able to provide an additional layer of public safety at high use sites with hundreds of people and deter nefarious activity. It is anticipated one unit will be primarily positioned at the Temporary Emergency Housing Facility. The other unit will be utilized primarily on weekends for athletic tournaments and/or large City events.

The annual estimated cost to lease two (2) mobile security units is \$58,440, with a one-time installation fee of \$1,331. The Agreement will automatically expire 12 months after City Council approval. The Agreement authorizes the City Manager to administratively extend the Agreement for up to four (4) additional 12-month terms, subject to the annual not-to-exceed amount. The five-year limit on the term of Agreement is required by Section 1 of the Cooperative Purchase Agreement.

FISCAL IMPACT

The Parks, Recreation and Community Services Department's operating budget will absorb the expenditure of \$59,771 for the initial year to lease two mobile security units. Staff will review the operational need and fiscal resources to utilize mobile security units on an annual basis.

PUBLIC OUTREACH / INTEREST

N/A

COORDINATION

This report was prepared by the Parks, Recreation and Community Services Department in coordination with the Finance Department.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) approving a General Services Agreement with ADT Commercial, LLC, utilizing OMNIA Partners cooperative purchasing agreement to lease two mobile security units in the amount of \$59,771 annually for an initial 12-month term; and (2) authorizing the City Manager to administratively extend the Agreement for up to four (4) additional 12-month terms.

Agenda Item 1.E
April 2, 2024
Page 3

Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: Jolene Jauregui-Correll, Interim Director of Parks, Recreation, and Community Services
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Jeffrey Crosswhite, Assistant City Attorney

Approved by: Kimberly Murdaugh, Interim Assistant City Manager

Attachments:

Attachment A: City of Tracy General Services Agreement



**CITY OF TRACY
PARKS, RECREATION, AND COMMUNITY SERVICES DEPARTMENT
GENERAL SERVICES AGREEMENT WITH
ADT COMMERCIAL, LLC**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and ADT Commercial, a Colorado 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 mobile security services; and

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing OMNIA Partners cooperative purchasing agreement to procure mobile security services from the Contractor. The City has determined that Contractor possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2024-_____ approved by Tracy City Council on _____, 2024.

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: Jason R. Aucello. 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 immediately after the agreement is executed by both Parties and automatically expire twelve (12) months later, unless terminated in accordance with Section 6. **OPTION TO EXTEND:** This Agreement may be extended annually by the City Manager for up to four (4) additional 12-month terms, following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Contractor an annual service fee, at the rate set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Annual Not to Exceed Amount. Contractor's compensation under this Agreement shall not exceed \$59,771 per year. Contractor's annual service fee 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 an annual invoice 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 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

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: Parks, Recreation and Community
Services Department
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:
ADT Commercial, LLC
1501 Yamato Road
Boca Raton, FL 33431

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, a Municipal Corporation

By: Nancy D. Young
Title: Mayor
Date: _____

ADT Commercial, a Limited Liability Company

Brian Willis

By: Brian Willis
Vice President
Date: 3/22/24

Attest:

Federal Employer Tax ID No. 45-4517261

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, 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

- ADT to deliver, set up camera field of views, program recording, and maintenance of mobile video surveillance units (MVSU).
- This is for (2) LVT Leasing units. Within 10-days after both Parties fully execute the Agreement, ADT will work with City of Tracy for final positioning of MVSU's and camera coverage area,

List of Equipment:

- 2x LVT D3 Trailer unit Lease Option
- LVT Software subscription for 12 months
 - Installation price includes MSVU shipping and set up.

Hardware:

- (2) LVT D3 Camera Trailer w/ 3 PTZ cameras
- Live Stream Video
- Video Recording
- Video Playback
- Scheduled Use of Strobe
- Flood Light
- Announcements
- Greater Area Coverage
- Remote Device Management
- Multi Camera + Flood Light
- Talk Down
- Alerts
- Command Center

Software:

- LVT Software platform and support
- Audio/visual deterrence alerting
- Video Analytics & Rules

Alert Response:

- Customer Self-Manages Alerts

Support:

- Maintenance: parts and labor
- Preventative maintenance
- Limited local moves
- Online support resources
- On-demand software training

Inclusions/Exclusions:

1. ADT and LVT assumes conditions of installation will not require external power source or generator, with optimal conditions for solar power.
2. ADT and LVT will conduct a delivery survey to determine location for drop of and set up of unit. Customer must approve locations for delivery. Prior to drop off an ADT Commercial Rep will use "Google Earth" to provide an exterior layout of the customers property and confirm locations

with the customer's primary contact. In the event that "Google Maps" are not up to date, the customer must inform ADT of changes prior to scheduling.

3. LVT's Services are made available through the use of Cellular Data Connectivity. Customers have access to 20 Gigabytes of Cellular data per month, per Security (D3) LVT Unit. Data usage sets to zero (0) on the first day of each month. Data usage over the limit of 20GB Per Month, is charge \$10.00 Per gigabyte on a monthly basis.
4. ADT and LVT will train the customer on proper use of system at time of delivery and conduct an onboarding session. In the event the customer would like additional trainings that require a technician on site, may be quoted as additional depending on Scope of Work.
5. Quote is designed around customer/self-monitoring. In the event the customer would like system to be monitored by a 3rd party, this can be quoted as additional.

EXHIBIT B - Compensation

The leasing of 1 mobile security unit is a Not-to-exceed amount of \$29,886 annually.

The leasing of 2 mobile security units is a Not-to-exceed amount of \$59,771 annually.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A GENERAL SERVICES AGREEMENT WITH ADT COMMERCIAL, LLC, UTILIZING OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT TO LEASE TWO (2) MOBILE SECURITY UNITS TO PROVIDE ENHANCED PUBLIC SAFETY AT CITY FACILITIES AND EVENTS FOR AN INITIAL 12-MONTH TERM WITH AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$59,771

WHEREAS, OMNIA Partners (OMNIA) is a contracting 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 OMNIA and is authorized to make purchases using the OMNIA cooperative purchasing agreements, per Tracy Municipal Code, section 2.20.220; and

WHEREAS, City Staff recommended utilizing cooperative purchasing with OMNIA to enter into a General Services Agreement (GSA) with ADT Commercial, LLC to lease two (2) mobile security units on a year-to-year basis and provide an additional layer of public safety at City facilities and events; and

WHEREAS, It is anticipated one (1) unit will be primarily positioned at the Temporary Emergency Housing Facility; the other unit will be utilized primarily on weekends for athletic tournaments and/or large City events; and

WHEREAS, The estimated cost for the annual lease will be \$59,771 and will provide several benefits to the Parks, Recreation, and Community Services Department; and

WHEREAS, The Agreement attached hereto as Attachment A provides an annual not-to-exceed amount of \$59,771.00, an initial term of 12 months, and an administrative option to extend by the City Manager for up to four (4) additional 12-month terms; and

NOW, THEREFORE, be it

RESOLVED: That the Council for the City of Tracy finds this action exempt from environmental review under the California Environmental Quality Act Guidelines Sections §15378 and §§15378(b)(5) because this action is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment; and be it further

RESOLVED: That the City Council for the City of Tracy hereby approves the General Services Agreement with ADT Commercial, LLC for a not-to-exceed amount of \$59,771 annually attached hereto as Attachment A, and be it further

RESOLVED: The City Manager is authorized to extend the term of General Services Agreement with ADT Commercial, LLC for four (4) additional 12-month terms for a not-to-exceed

amount of \$59,771 annually, following a written determination by the City Manager that that Contractor has satisfactorily met all the requirements of this Agreement; and be it further

RESOLVED: The Mayor is authorized to execute the Services Agreement with ADT Commercial, LLC attached hereto as Attachment A on behalf of the City of Tracy.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

Attachments:

Attachment A: General Services Agreement – ADT Commercial, LLC

Agenda Item 1.F

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with SC Commercial LLC, DBA SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 for a monthly rental and monitoring fee of \$265.

EXECUTIVE SUMMARY

An amendment to the General Services Agreement (Agreement) with SC Commercial LLC, DBA SC Fuels (Contractor) is required to increase fuel supply at the City's Temporary Emergency Housing Facility, City Capital Improvement Project (CIP) No. 71112, located at 370 Arbor Avenue, Tracy, CA 95304 (Project Site). The original not-to-exceed amount of \$500,000 under the Agreement will not be modified by this proposed amendment nor the original term, which is July 1, 2025.

The proposed amendment will: 1) modify the original scope of work to include installation and rental of a 500-gallon auxiliary fuel tank for generator #3 to prevent loss of power due to lack of fuel supply and eliminate the need for an additional day of fuel delivery, and 2) include the monthly rental fee of \$250 for the auxiliary tank and additional monthly monitoring fee of \$15 for a total of \$265. The total compensation will include the amounts as set forth in Exhibits "B" and "B-1." Upon approval of this item, the City will pay the Contractor the amount stated in Exhibit B-1.

The Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommend that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On August 15, 2023, the City Council adopted Resolution No. 2023-143 approving an Agreement with Contractor for on-demand mobile fueling of diesel fuel at the Temporary Emergency Housing Facility at 370 W. Arbor Avenue, Tracy, CA 95304.

The opening of the additional dormitories under Phase IV-Custom Containers has caused an increase in power and fuel demand. Therefore, an amendment to the Agreement is required for Contractor to install a 500-gallon auxiliary fuel tank for generator #3. The rental of the auxiliary fuel tank will prevent loss of power due to the fuel running out and eliminate the need for an additional day of fuel delivery. This service was not included in the original scope of work.

ANALYSIS

An amendment to the Agreement is required to modify the original scope of work to include installation of a 500-gallon auxiliary fuel tank to prevent loss of power until the permanent power is installed at the Temporary Emergency Housing Facility.

The Amendment compensates the Contractor for the additional monthly rental fee for the auxiliary tank and the monthly monitoring fee. The total compensation will include the amounts as set forth in Exhibits "B" and "B-1." Upon approval of this item, the City will pay the Contractor the amount stated in Exhibit B-1. The original Agreement not to exceed amount of \$500,000, is unchanged.

FISCAL IMPACT

Approval of the Amendment does not have any fiscal impact. The not-to-exceed amount of \$500,000 is unchanged.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, *Implement the adopted Homelessness Strategic Plan*.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with SC Commercial LLC, DBA SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 for a monthly rental and monitoring fee of \$265.

Prepared by: Jim Thompson, Operations Superintendent of Public Works

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Kimberly Murdaugh, Interim Assistant City Manager

ATTACHMENTS

Attachment A – Amendment No. 1 SC Commercial LLC, DBA SC Fuels
Attachment B – GSA SC Commercial LLC, DBA SC Fuels

**CITY OF TRACY
AMENDMENT NO. 1 TO GENERAL SERVICES AGREEMENT WITH SC COMMERCIAL,
LLC, DBA SC FUELS**

This Amendment No. 1 (**Amendment**) to the General Service Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and SC Commercial, LLC, DBA SC Fuels (**Contractor**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

- A.** The City and Contractor entered into a General Services Agreement (**Agreement**) for the Temporary Emergency Housing Facility to provide diesel fuel at 370 W. Arbor Road, Tracy, CA 95304 for four generators with an estimated capacity of 300 gallons each with two active at all times and an additional two backups and spare fuel tank. This location is considered an on-demand mobile fueling operation, which was approved by the City Council on August 15, 2023 under Resolution No. 2023-143.
- B.** The opening of the additional dormitories under Phase IV-Custom Containers has caused an increase in fuel demand. The Contractor will install a 500-gallon auxiliary fuel tank for generator #3. The rental of the auxiliary fuel tank will prevent loss of power due to the fuel running out and eliminate the need for an additional day of fuel delivery.
- C.** The City and Contractor now seek to amend the Agreement to include the rental fee of \$250 a month for the 500-gallon auxiliary fuel tank for generator #3 and an additional monitor fee of \$15 a month.
- D.** This Amendment is being executed pursuant to Resolution No. _____, which was approved by Tracy City Council on _____.

Now therefore, the Parties mutually agree as follows:

1. Incorporation by Reference. Unless specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. By their signatures below, the parties hereto hereby ratify, approve, and confirm the Agreement remains in full force and effect. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. Terms of Amendment.

A. Section 1 is hereby amended to read as follows:

“1. Scope of Work. Contractor shall perform the services described in Exhibit “A” and “A-1” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: Jake Loveland, Business Development Manager. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written

consent. The City may terminate this Agreement if Contractor makes any such change or uses or replaces any such subcontractor or subconsultant.”

B. Section 3 is hereby amended to read as follows:

“3. Compensation. City shall pay Contractor a fixed amount as set forth in Exhibits “B” and “B-1” attached and incorporated by reference for services performed under this Agreement.”

C. Exhibits.

Exhibit A-1 “Scope of Services”, attached hereto shall supplement Exhibit “A” of the Agreement. Contractor is responsible for completing all tasks identified in Exhibits “A” and “A-1”.

“Exhibit B-1 Compensation attached hereto shall supplement Exhibit “B” of the Agreement. For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibits “B” and “B-1.”

5. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. 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.

[SIGNATURES ON FOLLOWING PAGE]

City of Tracy – Amendment No. 1 to General Services Agreement with SC Commercial, LLC, DBA SC Fuels

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

City of Tracy

SC Commercial, LLC, DBA SC Fuels

By: Nancy D. Young
Title: Mayor
Date: _____

DocuSigned by:
Robert Bollar
32F9022F64FF4B0...
By: Robert Bollar
Title: Corp Sec
Date: 2/8/2024 | 8:01 AM PST

Federal Employer ID No. 83-0751205

Attest:

By: _____
Adrienne Richardson, City Clerk

Approved as to form

By: _____
Bijal M. Patel, City Attorney

EXHIBITS:

A-1 Scope of Services

B-1 Compensation

EXHIBIT A-1 - Scope of Work

Installation of Standard Loaned Equipment from SC Commercial, LLC, DBA SC Fuels:

- Fuel- 500-GAL DW UL 142 Fuel Cube with 12V Pump and Gen Package
- Monitor

EXHIBIT B-1 - Compensation

| Standard Equipment | Qty | Monthly Rental Fee |
|---|------------|---------------------------|
| Fuel- 500-GAL DW UL 142 Fuel Cube with 12V Pump and Gen Package | 1 | \$250.00 |
| Monitor | 1 | \$15.00 |

Monthly Total: \$ 265.00

City of Tracy – General Services Agreement with SC Commercial, LLC, DBA SC Fuels

**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
SC COMMERCIAL, LLC, DBA SC FUELS**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and SC Commercial, LLC, DBA SC Fuels (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide diesel fuel at 370 W. Arbor Road, Tracy, CA 95376 for four generators with an estimated capacity of 300 gallons each with two active at all times and an additional two backups and spare fuel tank. This location is considered an on-demand mobile fueling operation; and

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

C. This Agreement is being executed pursuant to Resolution No. 2022-121 approved by Tracy City Council on August 16, 2022.

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: Jake Loveland, Business Development Manager. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants 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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by 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 July 1, 2023, and end on July 1, 2025. If the City determines that the Contractor has satisfactorily performed all requirements in this agreement, and per recommendation from the Director of Operations & Utilities to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination not to exceed a total agreement length of six (6) years. If all extensions are applied, the ending date of the Agreement will be June 30, 2029.

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

5.5 Pollution Liability Insurance

5.5.1 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 being performed and provide coverage for the delivery of diesel fuel.

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

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

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

5.6.2 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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:

Operations and Utilities Department
Attn: James Jackson
520 N. Tracy Blvd
Tracy, CA 95376

To Contractor:

SC Fuels
Attn: Shawn Shears
237 E. Whitmore Avenue
Modesto, CA 95358

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.

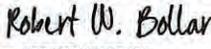
[SIGNATURES ON FOLLOWING PAGE]

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

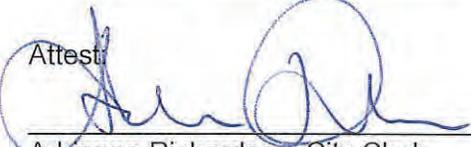
City of Tracy


By: Nancy D. Young
Title: Mayor
Date: 9-15-2023

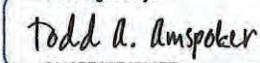
SC Commercial, LLC, DBA SC Fuels


By: Robert W. Bollar
Title: Corporate Secretary and Vice President
Date: 7/14/2023

Federal Employer Tax ID No. 83-0751205

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

DocuSigned by:

For: Bijal M. Patel, 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 SERVICES

FOR

DIESEL FUEL SUPPLIER FOR TEMPORARY EMERGENCY SHELTER

1. OVERVIEW:

The Contractor shall have a diesel fuel supply Agreement which shall assure the continuous supply of diesel fuel during the Agreement period. Contractor may be required to furnish information supporting their ability to supply, without major interruption, the products covered in this Scope of Services.

2. DELIVERY REQUIREMENTS:

2.1. Product shall be delivered as ordered by Director of Operations & Utilities or their designee.

2.2. The City reserves the right to add or remove delivery locations as required by its operations. Contractor shall not charge a zone price differential for delivery.

2.3. If an order is placed for a truck and trailer quantity to be delivered and the Contractor elects to make that delivery in a vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices.

2.4. All deliveries shall be made in a metered truck or temperature correction adjustments to 60° F shall be made.

2.5. All deliveries shall be made within 24 - 36 hours after order has been placed. Orders shall be placed by authorized e-mail or phone. If a phone order is placed, a follow-up email will be sent to Contractors Authorized Representative.

3. DELIVERY LOCATION & TIMES:

3.1. Location:

City of Tracy Temporary Emergency Shelter
370 W. Arbor Rd
Tracy, CA 95376

3.2. Times:

Fuel shall be delivered to the site Monday through Friday, between 7:00 AM to 4:00 PM of each week. The City reserves the right to place additional orders for fuel delivery at any time.

The City may require periodic fuel delivery at other locations that are to be determined as necessary.

4. FUEL:

4.1. Quantity:

There shall be no guarantee as to actual quantities required during the period of the Agreement. The City's annual diesel fuel usage is estimated to be 48,000 gallons.

4.2. Quality:

Diesel fuel shall be Dyed CARB Ultra Low Sulfur Diesel, if unavailable, CARB Ultra Low Sulfur Diesel No. 2, and then Renewable (R99) CARB Ultra Low Sulfur Diesel No. 2 is acceptable and shall comply with all CARB requirements. It shall meet or exceed the requirements of the latest edition of ASTM D975 and shall meet the sulfur content and the aromatic content in California Code of Regulation, Title 13, section 2281 and section 2282. Renewable diesel should be treated the same as conventional CARB diesel for all purposes, including storage in underground storage tanks (USTs).

Contractor shall be liable for any and all damages to facilities (including tank, fuel lines, pumps, and dispensers), vehicles, and fuel in storage, which may occur as the result of contaminated fuel or fuel not in compliance with specification.

4.3. Fuel Spills

Contractor shall be responsible for any damage or violations of law caused by any fuel spill during the delivery process. Drivers are to report any spill and the Contractor shall pay City for any costs incurred in the cleanup of any spill.

5. PRICE VERIFICATION:

During the Agreement period, the Contractor will be required to provide price verification. This may be supplied in the form of rack prices in effect at time of delivery and/or copy of Contractor's Rack Supplier invoices that show prices paid for product delivered. The Contractor agrees to make available at their office, at reasonable times during the period of the Agreement, any of the above records for inspection or audit by an authorized representative of the City.

6. SUBCONTRACTORS:

Contractor shall not use subcontractors without the prior written approval of the City of Tracy. Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the written approval of the City and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

7. PERMITS:

Contractor is required to obtain all applicable Federal, State, and local permits include but not limited to an On-Demand Mobile Fueling Operation.

EXHIBIT B - COMPENSATION

SCHEDULE OF PRICES

Based on Oil Price Information Service (OPIS) Stockton Daily Rack Average

****Bid evaluated on lowest markup***

Dyed CARB Ultra Low Sulfur Diesel

| |
|--|
| Price Per Gallon over OPIS Stockton Daily Rack Rate |
| \$2.00 |

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT WITH SC COMMERCIAL LLC, DBA SC FUELS AT THE TEMPORARY EMERGENCY HOUSING FACILITY, CIP 71112, AT 370 ARBOR AVENUE, TO AMEND THE SCOPE OF WORK TO INCLUDE THE INSTALLATION AND RENTAL OF A 500-GALLON AUXILIARY FUEL TANK FOR GENERATOR #3 FOR A MONTHLY RENTAL AND MONITORING FEE OF \$265

WHEREAS, the City of Tracy purchases fuel to operate generators located at 370 W. Arbor Avenue, Tracy, to provide power to the City's Temporary Emergency Housing Facility, City Capital Improvement Project (CIP) No. 71112 (Project Site); and

WHEREAS, the City requires on-demand mobile fueling of diesel fuel for four generators with two generators active at all times at the Project Site; and

WHEREAS, on August 15, 2023, City Council adopted Resolution No. 2023-143 approving a General Services Agreement (GSA) with SC Commercial, LLC dba SC Fuels (Contractor), to provide a two-year general services agreement with SC Commercial, LLC dba SC Fuels, in a not to exceed amount of \$500,000, for on-demand mobile fueling of diesel fuel at the Project Site; and

WHEREAS, after entering into the Agreement with Contractor, the opening of the additional dorms at the Project Site, has caused an increase in demand for power and in turn, fuel; and

WHEREAS, the amendment to the General Services Agreement (Agreement) with SC Commercial, LLC dba SC Fuels (Contractor) attached hereto as Attachment 1 is required to modify the original scope of work to include installation of a 500-gallon auxiliary fuel tank to prevent loss of power until the permanent power is installed at the Project Site; and

WHEREAS, the Contractor will install a 500-gallon auxiliary fuel tank for generator #3 and prevent loss of power due to the fuel running out and the rental of the auxiliary fuel tank will eliminate the need for an additional day of fuel delivery; and

WHEREAS, the Amendment will: 1) modify the original scope of work to include installation and rental of a 500-gallon auxiliary fuel tank for generator #3 to prevent loss of power due to the fuel running out and eliminate the need for an additional day of fuel delivery, and 2) include the monthly rental fee of \$250 for the auxiliary tank and additional monthly monitoring fee of \$15 for a total of \$265 per month; and

WHEREAS, the total compensation under the Amendment will include the amounts as set forth in Exhibits “B” and “B-1” of the Amendment; upon approval of this item, the City will pay the Contractor the amount stated in Exhibit B-1 of the Amendment; and

WHEREAS, the Amendment does not modify the original not-to-exceed amount of \$500,000 is unchanged; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommended that the City Council adopt the proposed Resolution;

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council for the City of Tracy hereby approves Amendment No. 1 to the General Services Agreement with SC Commercial LLC dba SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, attached hereto as Attachment 1, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 and for a monthly rental and monitoring fee of \$265; and be it further

RESOLVED: That the City Council hereby approves Amendment No. 1 to the General Services Agreement with SC Commercial LLC dba SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, attached hereto as Attachment 1, and approves its execution, upon approval as to form by the City Attorney.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

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

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

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

Attachments:

- (1) Amendment No.1 to GSA with SC Commercial, LLC dba SC Fuels

Agenda Item 1.G

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4), and (2) approving a Purchase Agreement with Nelco Electrical Supply, Inc., in the amount of \$392,792.45, for the purchase of electrical equipment required for permanent power supplies.

EXECUTIVE SUMMARY

The Tracy Homelessness Advisory Committee recommend that the City Council determine, pursuant to Tracy Municipal Code (TMC) Section 2.20.180(B)(4) and California Public Contract Code Section 20301, that compliance with the standard procurement process is not in the best interest of the City, and enter into an agreement with Nelco Electrical Supply, Inc. (Nelco) for the purchase of the electrical equipment required to provide permanent power at Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue. Although Nelco was not the “lowest” responsible bidder as required under a strict reading of TMC 2.20.180, in terms of costs saved by the City by Nelco’s relatively expedited delivery time, Nelco’s bid offers the greatest net-savings for the City. The monthly costs for providing power to the Interim facilities, including the generator rental costs and fuel to operate the equipment 24/7 is averaging approximately \$91,000 per month.

The Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommend that the City Council adopt the proposed resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the subsequent two years, the City actively pursued the development and construction of an interim temporary emergency housing shelter on City-owned land located on Arbor Avenue to serve as interim full-service temporary housing solution for the City’s unsheltered (the Project) until the completion of the permanent project improvements.

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

Phase I of the Temporary Emergency Housing Facility Project, demolition of the existing structures, site and preparation, and underground utilities began in May of 2022. Phase II of the Project, the Site Improvements including the Sprung Structure, were delayed due to funding and delays resulting from the implementation of the interim facilities.

The Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures. A permanent power supply was in the proposed Phase II Project construction, but that Phase was postponed due to the costs related to expediting the completion of the interim facility preparation. Portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed.

On July 5, 2023 City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV interim shelter facility improvements. The Phase IV Interim Project facility was opened in December of 2023, providing housing for an additional 38 individuals.

In April of 2023, Engineering staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that had a thirty-seven (37) week lead time. In May of 2023, bids were received from two contractors for each power supply, and one contractor was the low bidder on both contracts. The contract was awarded to the low bidder for both projects by Council on July 05, 2023. The low bidder failed to submit correctly completed construction contract documents as required, was determined to be non-responsive, and all bids were rejected December of 2023.

The Goods Purchase Agreement **Attachment 1** will be replaced with an updated Goods Purchase Agreement at the Tracy Homelessness Advisory Committee meeting.

ANALYSIS

Staff and the project design consultants began contacting multiple vendors in December of 2023, requesting quotes for purchasing the necessary permanent electrical equipment, and if possible, expedited delivery. Quotes were received from four vendors.

Only one vendor (Nelco) was able to provide expedited delivery. The three other vendors were not able to offer that option, primarily due to shortages and long lead times on the high voltage components required.

| Options | Vendor | Quote | Delivery Timeline |
|---------|--|---------------|-------------------|
| 1 | Nelco Electrical Supply, Inc., Tracy, CA | \$ 320,687.05 | 12-14 Weeks |
| 2 | Eaton, Inc., Roseville, CA | \$ 147,950.00 | 37-39 weeks |
| 3 | Schneider Electric, Inc., San Jose, CA | \$ 204,675.00 | 45 weeks |
| 4 | IEM Electrical, Fremont, CA | \$266,656.00 | 34 weeks |

For purposes of comparison, the costs of two smaller components are not included in the total shown, because they were not included in all quotes. Costs shown do not include delivery and sales & use taxes.

Both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System. Fuel costs have increased due to the higher demand of the additional facilities and residents.

The monthly costs for providing power to the Interim facilities, including the generator rental costs and fuel to operate the equipment 24/7 is averaging approximately \$91,000 per month.

There are two viable options for moving forward with the direct purchase of the electrical equipment:

Option 1: Nelco Electric, Inc.- The City will receive the switch gear within 14 weeks of the receipt of the executed agreement, which will allow installation sooner and the operation costs. This option has the potential to save approximate \$530,000 in temporary power operating costs. However, the initial price is \$320,687 which is \$172,737 more than Option 2.

Option 2: Eaton, Inc. - The City will receive the switch gear in 37-39 weeks at a cost of \$147,950. Operating costs will continue at \$91,000 per month, for continued program costs of approximately \$530,000.

Staff has reviewed both the initial cost of the equipment versus the ongoing operating costs and concluded that Option 1 has the most benefit to the City based on the savings of operations. Although Nelco was not the “lowest” responsible bidder as required under a strict reading of TMC 2.20.180, in terms of costs saved by the City by Nelco’s relatively expedited delivery time, Nelco’s bid offers the greatest net-savings for the City.

Tracy Municipal Code Section 2.20.180 (b)(4) states that exceptions to standard procurement procedures is allowable “When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment, or general services, the costs of which equal or exceed Fifty Thousand and no/100ths (\$50,000.00) Dollars.”

California Public Contract Code Section 20301(a) states: The purchase of all supplies, equipment, and materials, when the expenditure required exceeds one hundred fifty thousand dollars (\$150,000), shall be by contract let to the lowest responsible bidder, or, in the authority's discretion, to the responsible bidder who submitted a proposal that provides the best value to the authority on the basis of the factors identified in the solicitation. “Best value” means the overall combination of quality, price, and other elements of a proposal that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved project in the City’s Capital Improvement Plan. Sufficient funds are available in the project for the purchase of the equipment, and the current project budget is as follows:

| <u>Funding Source</u> | <u>Budget</u> | <u>Expenses</u> | <u>Balance</u> |
|--|----------------------|------------------------|-----------------------|
| American Rescue Plan Act - City of Tracy | \$ 4,500,000 | \$ 3,102,205 | \$ 1,397,795 |
| San Joaquin County (ARPA) R1 | \$ 3,661,113 | \$ 3,661,113 | \$ - |
| San Joaquin County (ARPA) R2 | \$ 7,167,798 | \$ - | \$ 7,167,798 |
| HHAP | \$ 329,240 | \$ 329,240 | \$ - |
| HHAP R2 | \$ 414,042 | \$ 414,042 | \$ - |
| Federal Grant | \$ 3,000,000 | \$ - | \$ 3,000,000 |
| CDBG (4 Grants) | \$ 1,185,461 | \$ 836,294 | \$ 349,167 |
| Housing Asset Funds | \$ 690,000 | \$ 101,841 | \$ 588,159 |
| Current Budget | \$ 20,947,654 | \$ 8,444,735 | \$ 12,502,919 |

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Facility on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs.

15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE COMMITTEE

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4), and (2) approving a Purchase Agreement with Nelco Electrical Supply, Inc., in the amount of \$392,792.45, for the purchase of electrical equipment required for permanent power supplies.

Prepared by: Ilene Macintire, Senior Civil Engineer, Utilities

Reviewed by: Koosun Kim, PE, City Engineer
Sara Cowell, Director of Finance
Brian MacDonald, Interim Director of Public Works
Bijal Patel, City Attorney

Approved by: Kimberly Murdaugh, Interim Assistant City Manager

ATTACHMENTS:

- Attachment A - Purchase Agreement for Goods & Commodities with Nelco Electrical Supply, Inc.
 - Exhibit A-Specification of Goods
 - Exhibit A-1 Bills of Material
 - Exhibit B-Purchase Price
 - Exhibit B-1 Estimate of Costs
 - Exhibit B-2 Estimate of Costs
 - Exhibit B-3 Estimate of Costs
 - Exhibit C- Payment and Delivery Timelines
 - Exhibit D- Supplemental Seller Representations & Warranties
 - Exhibit E- Seller Insurance Requirements

**CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS & COMMODITIES
WITH NELCO ELECTRICAL SUPPLY, INC.**

This Purchase Agreement for Goods and Commodities (“**Agreement**”) is made effective April 2, 2024 (“**Effective Date**”) by and between the City of Tracy, a municipal corporation (“**City**”), and Nelco Electrical Supply, Inc. a California Corporation (“**Seller**”). City and Seller are sometimes referred to individually as “**Party**” and collectively as “**Parties.**”

RECITALS

- A.** The City seeks to procure specialized electrical equipment to establish permanent power supply to the City’s Temporary Emergency Housing Facility.
- B.** On March 10, 2020, pursuant to Resolution 2020-052, City Council declared that a shelter crisis existed in the City of Tracy, pursuant to California Government Code Section 8698.2. On September 1, 2020, pursuant to Resolution 2020-163, City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Facility (Project) CIP 71112, on City-owned land of 4.8 acres located at 370 W Arbor Avenue (Project Site) to create a safe and dignified facility for residents experiencing homelessness.
- C.** Due to scarcity of permanent electrical equipment supply, for approximately 15 months, the Project has relied on temporary power supply from portable generators and external fuel tanks. The monthly costs for this temporary power supply to the Project is approximately \$100,000.
- D.** In April of 2023, Engineering staff advertised two separate permanent power supply construction contracts for bids, separately from other site improvements, to expedite the procurement of the electrical equipment required that had thirty-seven (37) week lead time. In May of 2023, bids were received from two contractors for each power supply, one contractor was the low bidder on both contracts. The contract was awarded to the low bidder for both projects by Council in July of 2023. The low bidder failed to submit correct complete construction contracts as required, was determined to be non-responsive, and all bids were rejected December of 2023.
- E.** In December of 2023, Staff contacted multiple equipment vendors for updated quotes and delivery lead times. The Seller, Nelco Electrical Supply, Inc., was the only vendor able to provide expedited delivery of the electrical equipment required for permanent power to the Project Site. Seller has committed to delivery of the equipment within 14 weeks of execution of this Agreement and receipt by the Seller of the initial payment.
- F.** This Purchase Agreement will enable timely installation of power equipment required for the permanent connections to PG&E and the power grid, which, once installed on the site by a contractor, will eliminate the monthly cost associated with providing temporary power to the Project Site. City staff contacted multiple equipment suppliers and received four (4) quotations with delivery timelines. The Seller submitted equipment designs and specifications that met the project requirements. The Seller was the only vendor able to expedite the delivery of the equipment within the City’s timelines.

- G. This Purchase Agreement is executed pursuant to City purchasing policies for goods, commodities, and equipment (Tracy Municipal Code (TMC) § 2.20.180(b)(4) et. seq). City Council has made a determination that compliance with the procedure is not in the best interest of the City. Seller's bid was selected because the City Council has made express findings that selection of Seller was in the best interest of the City.
- H. The Tracy City Council approved this Agreement on _____2024 pursuant to Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. **PURCHASE OF GOODS.**

1.1. **Goods Description.**

- 1.1.1. The City agrees to purchase, and the Seller agrees to sell, the certain electrical power equipment necessary for permanent power supply to a City project site, as more specifically outlined and described in the attached Exhibit A ("Goods") which is incorporated herein by this reference.
- 1.1.2. The Goods shall comply with all of the standards and specifications outlined in Exhibit A. Seller shall not modify or change the specifications of the Goods prior to delivery, and hereby expressly acknowledges the City's reliance on the unique specifications of the goods and affirms the merchant's warranty of fitness for a particular purpose.
- 1.1.3. Seller grants the exclusive right to purchase, acquire, and accept the Goods as of the Effective Date of this Agreement.

- 1.2. **Purchase Price.** The total purchase price for the Goods, including sales and use taxes, and shipping and freight costs under this Agreement shall not exceed \$391,636.58 ("Purchase Price") as further detailed in Exhibit B hereto. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Goods. This Agreement shall terminate in the event that such funds are not appropriated.

1.3. **Payment.**

- 1.3.1. **Time for Payment.** The time and method for payment of the Purchase Price is set forth Exhibit C hereto, except where otherwise expressly stated in this Section.
- 1.3.2. **Method of Payment.** City payments shall be delivered within 30 days of City's receipt of Seller's invoice. City payments may be made by check or electronic wire transfer to Seller's designated financial institution in the City's sole discretion.

- 1.4. **Taxes.** The Seller must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of the Goods provided, however, where a tax exemption is available, the tax must be subtracted

from the total price and identified. Unless otherwise outlined in this Agreement, the Purchase Price will be considered to include state and city sales or use tax.

2. **DELIVERY.**

2.1. **Goods Delivery Location.** The Seller shall ensure the manufacturer ships the Goods and the Goods timely arrive at the Seller's facility, at 232 W. Larch Rd. Suite A, Tracy CA, 95304 ("Delivery Location").

2.2. **Time for Delivery.**

2.2.1. Seller shall cause delivery of the Goods no later than fourteen (14) weeks after the date of City's delivery of the First Installment of the Purchase Price ("Delivery Date") as further detailed in Payment and Delivery Timeline in Exhibit C. Partial delivery of the Goods or any delivery of goods not in full compliance with the Goods as described in Exhibit A hereto shall not constitute Seller compliance with the Delivery Date.

2.2.2. Time is of the essence for Seller's delivery of the Goods, and the Delivery Date(s) described herein are material terms of this Agreement. Seller's failure to timely deliver the Goods no later than the Delivery Date is a material breach of this Agreement entitling City, in its discretion, to terminate this Agreement without liability with written notice to Seller and recover from Seller any and all costs. Seller shall notify City immediately upon reasonably discovering Seller cannot comply with the Delivery Date.

2.2.3. In the event the City elects not to terminate this Agreement if Seller fails to comply with the Delivery Date, Seller agrees to immediately pay City liquidated damages in accordance with the terms and conditions set forth in Exhibit C hereto, if any ("Delay Costs"). Seller acknowledges the Late Costs are a reasonable and accurate measure of actual damages and costs incurred by the City as a result of Seller's delays in complying with the Delivery Date, and agree to pay the Delay Costs as further consideration for the mutual covenants herein.

2.3. **Acceptance.** The City or its designee shall have the right of reasonable inspection and testing of the Goods to verify Seller's performance of its obligations of this Agreement and that the Goods conform to applicable specifications and are in good working order. The City's date of Acceptance shall be the latest occurrence of one of the following events: (a) 30 days following Seller's delivery of the Goods; (b) the date City delivers a written "Notice of Acceptance;" or (c) final payment of the Purchase Price ("Acceptance Date"). City may terminate this Agreement prior to the Acceptance Date with written notice to Seller if the Goods are defective or non-conforming to the applicable specifications.

2.4. **Risk of Loss.** All orders will be Free on Board (FOB) manufacturer if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Seller until the Goods have been timely delivered to and accepted by the City. All Goods 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 Goods and to notify Seller of any

nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under Exhibits A, B and C. Any Goods rejected may be returned to the Seller at the Seller's risk and expense.

- 2.5. Packing and Shipping.** Deliveries must be made as specified in Exhibit C, without charge for boxing, crating, or storage unless otherwise specified. Goods 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. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, must accompany each box or packing shipment and must be submitted to the City as verification that the installed equipment is per the final design and Agreement.

3. REPRESENTATIONS & WARRANTIES.

3.1. Seller Warranties.

- 3.1.1.** Seller represents it has full power and authority to enter into and perform the obligations contemplated by the Purchase Agreement.
- 3.1.2.** The Seller warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Seller assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Seller shall conform to applicable specifications.
- 3.1.3.** Seller warrants the Goods are free from any encumbrance, lien, or any security interest, and that Seller has no reason to know of any claim of title hostile to the rights of Seller to the Goods.
- 3.1.4.** If services are to be provided hereunder, Seller warrants that it or its subcontractor(s) shall provide the testing, installation, maintenance and other services as required to accomplish delivery and proper functioning of the Goods in accordance with applicable specifications. Seller shall cause such services to be performed in a professional and workmanlike manner. Supplier further warrants that the Goods will be free from defects in workmanship, design, and materials and will conform to and perform in accordance with functional specifications and descriptions. In the event of any breach of the foregoing warranty, Seller shall promptly, without additional charge, repair or replace the Goods as necessary in order to meet its performance obligations hereunder. If Seller fails to repair or replace (with its functional equivalent) the Goods within thirty (30) days of notice, City has the right to terminate this Agreement, and Seller shall promptly refund to City all payments, fees, and charges hereunder.

3.1.5. Seller's representations and warranties include those Supplemental Representations & Warranties attached hereto as Exhibit D, and are incorporated herewith by reference.

3.1.6. Unless otherwise expressly stated to the contrary herein, Seller's warranties shall expire two (2) years following City's final payment of the balance of the Purchase Price.

3.2. Manufacturer Warranties. The Manufacturer's warranties, together with its service guarantees, are hereby assigned to the City and shall run to the City and must not be deemed exclusive to Seller. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

4. CONFLICTS OF INTEREST. Seller (including its employees, agents, and sub-sellers) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Seller maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Seller's conflicting interest. The Seller represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Seller represents and warrants that the representations made by the Seller concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Seller represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law. Seller warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

5. INDEMNIFICATION.

5.1. Seller and its employees, agents and subcontractors, shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City, including City officials, officers, agents, employees and volunteers, for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("Claims") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; the Goods; any act, omission, or event relating in any way to Seller's obligations under this Agreement; and/or Seller's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City.

5.2. Seller shall further defend, indemnify, and hold harmless City (including its employees, agents, and/or affiliates) against any property damage or loss to its plant or facilities caused or occasioned by the malfunction or nonfunction of the Goods where such malfunction or nonfunction is attributed to the acts or omissions of Seller in the installation, maintenance, or operation of the Goods.

5.3. Seller's indemnification obligations hereunder shall survive termination of this Agreement.

6. **INSURANCE.** From the Effective Date and throughout Seller's full performance of this Agreement, Seller shall maintain the minimum insurance requirements stated in Exhibit E hereto.

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

To the City:

City of Tracy
Attn: Ilene Macintire, P.E.
Senior Civil Engineer
3900 Holly Drive
Tracy, CA 95376

To Seller:

Nelco Electric Supply, Inc.
Attn: Nickolas Locatelli
President and CFO
232 W. Larch Road, Suite A
Tracy, CA 95304

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

8. **GENERAL PROVISIONS.**

8.1. **Conflicts Of Interest.**

8.1.1. Seller (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 Seller maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Seller's conflicting interest. The Seller represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Seller represents and warrants that the representations made by the Seller concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the

date of this Agreement. Seller represents and warrants that it has not and shall not offered or delivered any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

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

- 8.2. Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 8.3. Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.
- 8.4. Assignment and Delegation.** Seller may not assign, transfer or delegate this Agreement or any portion of it without the City's advance written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.
- 8.5. 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.
- 8.6. Compliance with the Law.** Seller shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.
- 8.7. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 8.8. 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.
- 8.9. 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.

- 8.10. Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Seller's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Seller's proposal (if any), the Exhibits shall control.
- 8.11. Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.
- 8.12. Counterparts.** City and Seller agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 8.13. Expenses for Enforcement.** Seller and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.
- 8.14. Signatures.** The individuals executing this Agreement on behalf of Seller represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Seller.

[Signature Page to Follow]

IN WITNESS HEREOF, the Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed as of the Effective Date.

City of Tracy, a Municipal Corporation

Seller

By: Nancy D. Young
Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal Patel
City Attorney

Nelco Electrical Supply, Inc.

(A California Corporation)
DocuSigned by: _____



7424C931C756420...
By: Nickolas Locatelli

Title: President and CFO

Date: 3/26/2024 | 12:42 PM PDT

Federal Employer Tax ID No. 47-2742043

Exhibits:

- A Description of Goods
- B Purchase Price
- C Payment and Delivery Timeline
- D Supplemental Seller Representations & Warranties
- E Insurance Requirements

EXHIBIT A – Specification of the Goods

The Goods, as described in this Purchase Agreement, defined in this Exhibit A shall include all of the following items, components, specifications, plans, and standards, in addition to any supplemental specifications attached hereto:

1. 2500 Amp 120/208v 3P 4W Switchgear, Siemens
2. 1600 Amp 120/208v 3P 4W Switchgear, Siemens
3. 600 Amp 120/208v 3P 4W Distribution Board, Siemens (
4. 400 Amp 120/208v 3P 4W Panel, Siemens
5. 100 Amp 120/208v 3P 4W Non-Fused Manual Transfer Switch, Siemens

(See attached Exhibit A-1 Bill of Materials and Plans for the listed equipment).

BILL OF MATERIALS

MSBDS 1 msbds -- SWITCHBOARD - 3 SECTIONS

Incoming Location: Bottom, Incoming Position: Left,
Service Entrance: Yes, System: 208Y/120 3Ø4W WYE AC, 100,000 A, Bus Bracing:
100,000 A, Bus Material: 65°C Copper, Bus Rating: Non-Tapered, Incoming Bus
Amperage: 1,600 A, Enclosure Rating: 3R - Outdoor, Flat Roof.

SECT.1-AUXILIARY

Section Type: Incoming Bussed Pull.

- 1 - 100KA Bus Bracing
- 1 - Nameplate
- 1 - Standard Frame
- 1 - 65°C Copper Neutral
- 1 - 1,600 Amp Top Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - 500 Kcmil Provision Only 1600A Comp Lug Provisions
- 1 - Section Barrier
- 1 - Copper Ground Bus
- 1 - INCOMING LUGS: N/A

SECT.2-MAIN

Section Type: Main Service.

- 1 - 100KA Bus Bracing
- 1 - Standard Frame
- 1 - 1,600 Copper Section Bus
- 1 - 65°C Copper Neutral
- 1 - 1,600 Amp Top Thru Bus
- 1 - 1,600 Amp Bottom Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - Copper Ground Bus
- 1 - Section Barrier
- 1 - (1)#6-300MCM Ground Lug
- 1 - 1,600 Amp Interconnection Components
- 1 - PACIFIC GAS ELEC UTILITY METERING COMPARTMENT
- 1 - 1600A EUSERC Utility Meter Provision
- 1 - 1,600 A/3 Main 3WA Breaker
- 1 - Breaker Catalog #: 3WA2216-5AE02-0AA0
- 1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA
Std
- 1 - 1600 A/3P 3WA Breaker 1,600 A Rating Plug
- 1 - Ready-to-Close
- 1 - ETU600 LSI
- 1 - H Class - Frame Size 2
- 1 - Fixed Mounted

SECT.3-DISTRIBUTION

Section Type: Distribution Panel.

- 1 - 100KA Bus Bracing
- 1 - Standard Frame
- 1 - 1,600 Copper Section Bus
- 1 - 1,600 Amp Bottom Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - Copper Ground Bus
- 1 - Wire Marker Labels
- 1 - 1,600 Amp Interconnection Components
- 1 - AUXILIARY COMPARTMENT
- 1 - Surge Protective Device - 400kA Distribution SPD
- 1 - SPD Surge Counter
- 1 - US2:TPS4C0540X2
- 1 - 600 A/3P 3VA54-HLAS Branch
- 1 - Catalog #: 3VA54606EC310AA0
- 1 - 600 A/3P 3VA54
- 1 - Model TM230 FTAM
- 1 - (2)2/0-500 KCMIL CU/AL
- 1 - 600 A/3P 3VA54-HLAS Branch Provision
- 1 - Provision - Panel Mount 600A 3VA MCCB
- 2 - 400 A/3P 3VA53-HJAS Branch
- 1 - Catalog #: 3VA53406EC310AA0
- 1 - 400 A/3P 3VA53
- 1 - Model TM230 FTAM
- 1 - (2)2/0-250 KCMIL CU/AL
- 2 - 400 A/3P 3VA53-HJAS Branch Provision
- 1 - Provision - Panel Mount 400A 3VA MCCB
- 1 - 225 A/3P 3VA52-HFAS Branch
- 1 - Catalog #: 3VA52226EC310AA0
- 1 - 225 A/3P 3VA52
- 1 - Model TM230 FTAM
- 1 - (1)#6-350 KCMIL Cu/Al
- 1 - 70 A/3P 3VA52-HFAS Branch
- 1 - Catalog #: 3VA52706EC310AA0
- 1 - 70 A/3P 3VA52
- 1 - Model TM230 FTAM
- 1 - (1)#6-350 KCMIL Cu/Al
- 11 - 125 A/3P 3VA41-HEAB Branch
- 1 - Catalog #: 3VA41126ED340AA0
- 1 - 125 A/3P 3VA41
- 1 - Model TM210 FTFM
- 1 - (1)#14-3/0 KCMIL CU/AL

MSBDS 1 MSBDS --SB2 SWITCHBOARD - 3 SECTIONS

Incoming Location: Bottom, Incoming Position: Left,
Service Entrance: Yes, System: 208Y/120 3Ø4W WYE AC, 100,000 A, Bus Bracing:
100,000 A, Bus Material: 65°C Copper, Bus Rating: Non-Tapered, Incoming Bus
Amperage: 2,500 A, Enclosure Rating: 3R - Outdoor, Flat Roof.

SECT.1-AUXILIARY

Section Type: Incoming Bussed Pull.

- 1 - 100KA Bus Bracing
- 1 - Standard Frame
- 1 - Nameplate

- 1 - 65°C Copper Neutral
- 1 - 2,500 Amp Top Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - Section Barrier
- 1 - Copper Ground Bus
- 1 - 500 Kcmil Provision Only 2500A Comp Lug Provisions
- 1 - INCOMING LUGS: N/A
- SECT.2-MAIN
- Section Type: Main Service.
- 1 - 100KA Bus Bracing
- 1 - 2,500 Copper Section Bus
- 1 - 2,500 Amp Top Thru Bus
- 1 - 65°C Copper Neutral
- 1 - 2,500 Amp Bottom Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - Copper Ground Bus
- 1 - Section Barrier
- 1 - (1)#6-300MCM Ground Lug
- 1 - 2,500 Amp Interconnection Components
- 1 - PACIFIC GAS ELEC UTILITY METERING COMPARTMENT
- 1 - 2500A EUSERC Utility Meter Provision
- 1 - 2,500 A/3 Main 3WA Breaker
- 1 - Breaker Catalog #: 3WA2225-5AE02-0AA0
- 1 - Standard DAS (Dynamic Arc-Flash Sentry) Maintenance Mode, 3WA Std
- 1 - ETU600 LSI
- 1 - Auxiliary Switch - 2 NO and 2 NC (SB3)
- 1 - H Class - Frame Size 2
- 1 - Fixed Mounted
- 1 - 2500 A/3P 3WA Breaker 2,500 A Rating Plug
- SECT.3-DISTRIBUTION
- Section Type: Distribution Panel.
- 1 - 100KA Bus Bracing
- 1 - 2,500 Copper Section Bus
- 1 - 2,500 Amp Bottom Thru Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - Copper Ground Bus
- 1 - Special shipping skid for large sections
- 1 - Wire Marker Labels
- 1 - 2,500 Amp Interconnection Components
- 1 - AUXILIARY COMPARTMENT
- 1 - Surge Protective Device - 400kA Distribution SPD
- 1 - SPD Surge Counter
- 1 - US2:TPS4C0540X2
- 2 - 600 A/3P 3VA54-HLAS Branch Provision
- 1 - Provision - Panel Mount 600A 3VA MCCB
- 1 - 600 A/3P 3VA54-HLAS Branch
- 1 - Catalog #: 3VA54606EC310AA0
- 1 - 600 A/3P 3VA54
- 1 - Model TM230 FTAM
- 1 - (2)2/0-500 KCMIL CU/AL
- 3 - 400 A/3P 3VA53-HJAS Branch
- 1 - Catalog #: 3VA53406EC310AA0
- 1 - 400 A/3P 3VA53

- 1 - Model TM230 FTAM
- 1 - (2)2/0-250 KCMIL CU/AL
- 1 - 400 A/3P 3VA53-HJAS Branch Provision
- 1 - Provision - Panel Mount 400A 3VA MCCB
- 2 - 250 A/3P 3VA52-HFAS Branch Provision
- 1 - Provision - Panel Mount 250A 3VA MCCB
- 1 - TO FILL A 3VA52, PROVISION #S3VA52PR
- 4 - 225 A/3P 3VA52-HFAS Branch
- 1 - Catalog #: 3VA52226EC310AA0
- 1 - 225 A/3P 3VA52
- 1 - Model TM230 FTAM
- 1 - (1)#6-350 KCMIL Cu/Al

SP3 1 SP3 - SWITCHBOARD - 1 SECTION

Incoming Location: Top, Incoming Position: Left, Service
Entrance: No, System: 208Y/120 3Ø4W WYE AC, 65,000 A, Bus Bracing: 65,000 A,
Bus Material: 65°C Copper, Bus Rating: Non-Tapered, Incoming Bus Amperage:
600 A, Enclosure Rating: 3R – Outdoor Flat Roof.

SECT. 1-MAIN

Section Type: Panel Mounted Main Section.

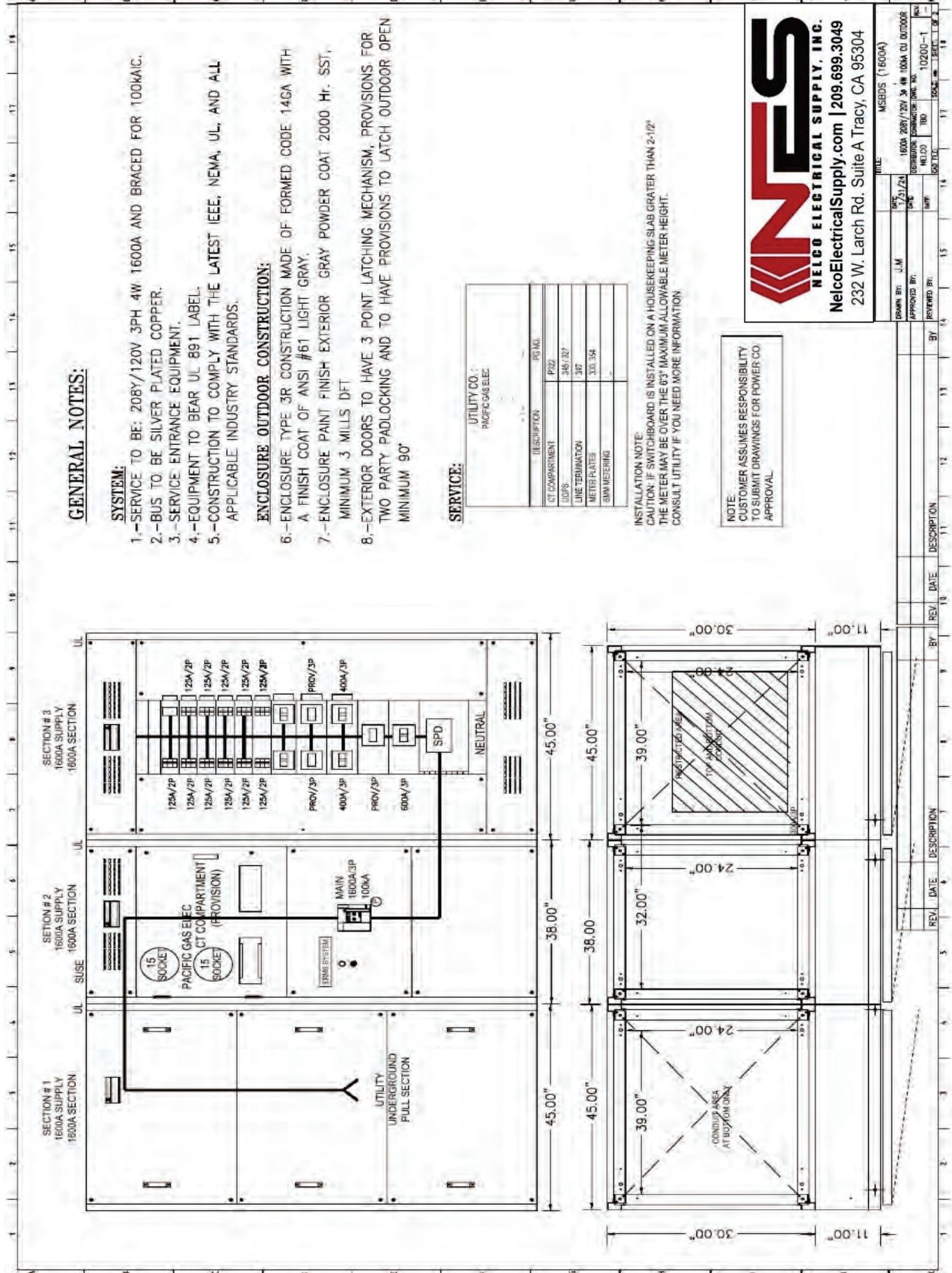
- 1 - Nameplate
- 1 - 600 Copper Section Bus
- 1 - Outdoor Construction, Flat Roof, 11.000 Front Extension
- 1 - 500 Kcmil Al/Cu 400-800A Mechanical Lugs
- 1 - Copper Ground Bus
- 1 - Top cable N3R Customer must seal cutouts
- 1 - (1)#6-300MCM Ground Lug
- 1 - INCOMING LUGS: (2) 500 KCMIL AL/CU MECH
- 1 - 600 A/3P 3VA54-MLAS Main
- 1 - Catalog #: 3VA54605EC310AA0
- 1 - 600 A/3P 3VA54
- 1 - Model TM230 FTAM
- 13 - 125 A/3P 3VA52-MFAS Branch
- 1 - Catalog #: 3VA52125EC310AA0
- 1 - 125 A/3P 3VA52
- 1 - Model TM230 FTAM
- 1 - (1)#6-350 KCMIL Cu/Al
- 1 - 200 A/3P 3VA52-MFAS Branch
- 1 - Catalog #: 3VA52205EC310AA0
- 1 - 200 A/3P 3VA52
- 1 - Model TM230 FTAM
- 1 - (1)#6-350 KCMIL Cu/Al
- 8 - 125 A/3P 3VA52-MFAS Branch Provision
- 1 - Provision - Panel Mount 250A 3VA MCCB
- 1 - TO FILL A 3VA52, #S3VA52PR

Nick Locatelli

Main: 209.699.3049
Emergency Service: 408.438.0373
232 W. Larch Rd. Suite A
Tracy, CA 95304
NelcoElectricalSupply.com



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GENERAL NOTES:

SYSTEM:

- SERVICE TO BE: 208Y/120V 3PH 4W 1600A AND BRACED FOR 100KAIC.
 - BUS TO BE SILVER PLATED COPPER.
 - SERVICE ENTRANCE EQUIPMENT.
 - EQUIPMENT TO BEAR UL 891 LABEL.
 - CONSTRUCTION TO COMPLY WITH THE LATEST IEEE, NEMA, UL, AND ALL APPLICABLE INDUSTRY STANDARDS.
- ENCLOSURE OUTDOOR CONSTRUCTION:**
- ENCLOSURE TYPE 3R CONSTRUCTION MADE OF FORMED CODE 14GA WITH A FINISH COAT OF ANSI #61 LIGHT GRAY.
 - ENCLOSURE PAINT FINISH EXTERIOR GRAY POWDER COAT 2000 Hr. SST, MINIMUM 3 MILLS DFT
 - EXTERIOR DOORS TO HAVE 3 POINT LATCHING MECHANISM, PROVISIONS FOR TWO PARTY PADLOCKING AND TO HAVE PROVISIONS TO LATCH OUTDOOR OPEN MINIMUM 90°

SERVICE:

| DESCRIPTION | PG. NO. |
|--------------------------------|----------|
| UTILITY CO.: PACIFIC GAS ELEC. | |
| CT COMPARTMENT | P122 |
| LOOPS | 345/327 |
| LINE TERMINATION | 347 |
| METER PLATES | 300, 304 |
| BUS METERING | |

INSTALLATION NOTE:
CAUTION: IF SWITCHBOARD IS INSTALLED ON A HOUSEKEEPING SLAB GRATER THAN 2'-1/2" THE METER MAY BE OVER THE 6" MAXIMUM ALLOWABLE METER HEIGHT.
CONSULT UTILITY IF YOU NEED MORE INFORMATION

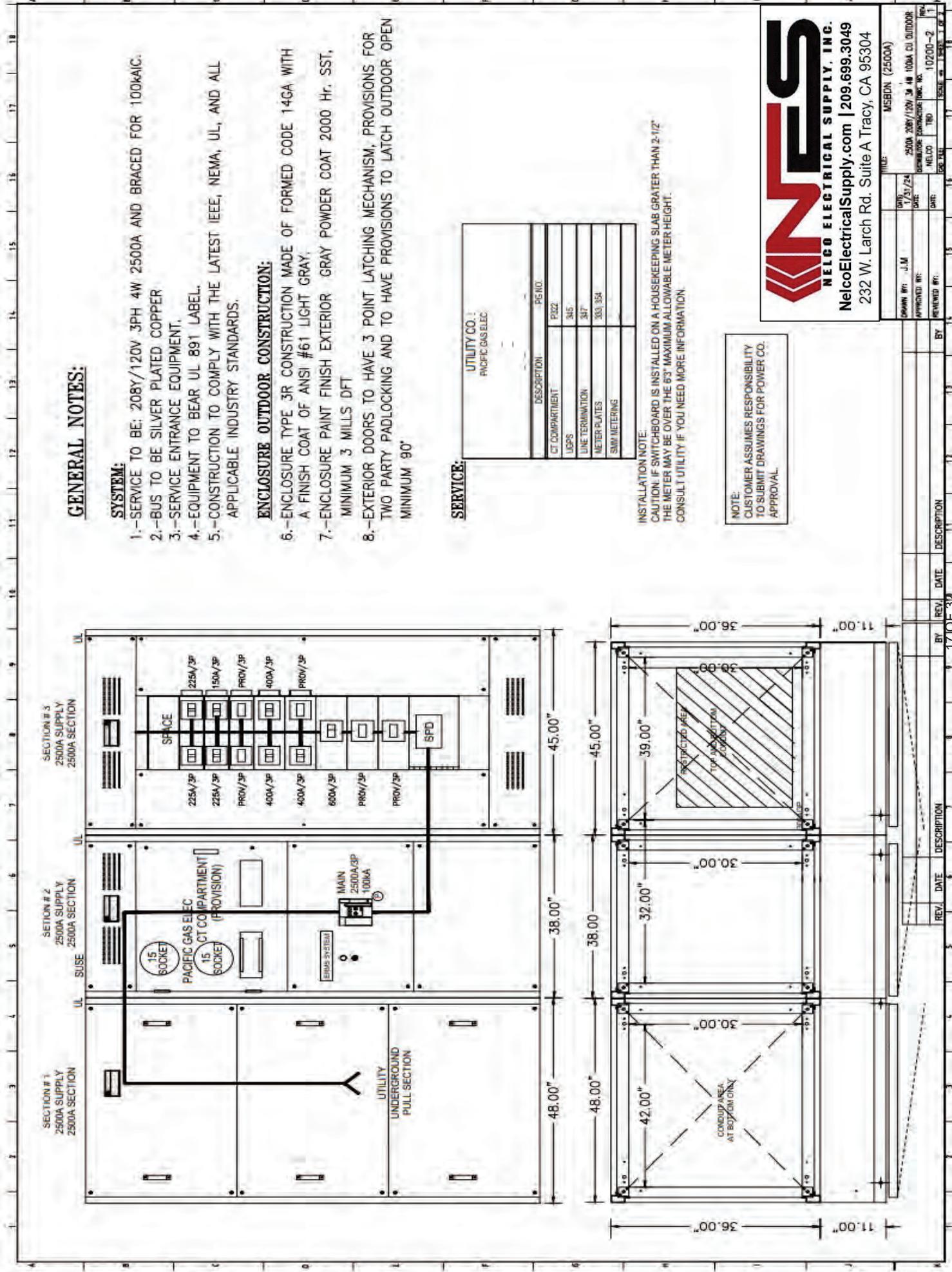
NOTE:
CUSTOMER ASSUMES RESPONSIBILITY TO SUBMIT DRAWINGS FOR POWER CO. APPROVAL.

NELCO ELECTRICAL SUPPLY, INC.
 NelcoElectricalSupply.com | 209.699.3049
 232 W. Larch Rd. Suite A Tracy, CA 95304

| DATE | BY | DESCRIPTION |
|------|----|-------------|
| | | |
| | | |
| | | |

PROJECT: 1600A 208Y/120V 3P 4W 100KA CU OUTDOOR
 SHEET NO.: 10200-1
 TITLE: MSBDS (1600A)

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GENERAL NOTES:

SYSTEM:

- 1.-SERVICE TO BE: 208Y/120V 3PH 4W 2500A AND BRACED FOR 100KVAIC.
- 2.-BUS TO BE SILVER PLATED COPPER
- 3.-SERVICE ENTRANCE EQUIPMENT.
- 4.-EQUIPMENT TO BEAR UL 891 LABEL.
- 5.-CONSTRUCTION TO COMPLY WITH THE LATEST IEEE, NEMA, UL, AND ALL APPLICABLE INDUSTRY STANDARDS.

ENCLOSURE OUTDOOR CONSTRUCTION:

- 6.-ENCLOSURE TYPE 3R CONSTRUCTION MADE OF FORMED CODE 14GA WITH A FINISH COAT OF ANSI #61 LIGHT GRAY.
- 7.-ENCLOSURE PAINT FINISH EXTERIOR GRAY POWDER COAT 2000 Hr. SST, MINIMUM 3 MILLS DFT
- 8.-EXTERIOR DOORS TO HAVE 3 POINT LATCHING MECHANISM, PROVISIONS FOR TWO PARTY PADLOCKING AND TO HAVE PROVISIONS TO LATCH OUTDOOR OPEN MINIMUM 90'

SERVICE:

| UTILITY CO.: | DESCRIPTION: | PS NO. |
|------------------|------------------|----------|
| PACIFIC GAS ELEC | | |
| | CT COMPARTMENT | P22 |
| | LGPS | 345 |
| | LINE TERMINATION | 347 |
| | METER PLATES | 333, 354 |
| | SMV METERING | |

INSTALLATION NOTE:
CAUTION: IF SWITCHBOARD IS INSTALLED ON A HOUSEKEEPING SLAB GREATER THAN 2-1/2" THE METER MAY BE OVER THE 63" MAXIMUM ALLOWABLE METER HEIGHT.
CONSULT UTILITY IF YOU NEED MORE INFORMATION.

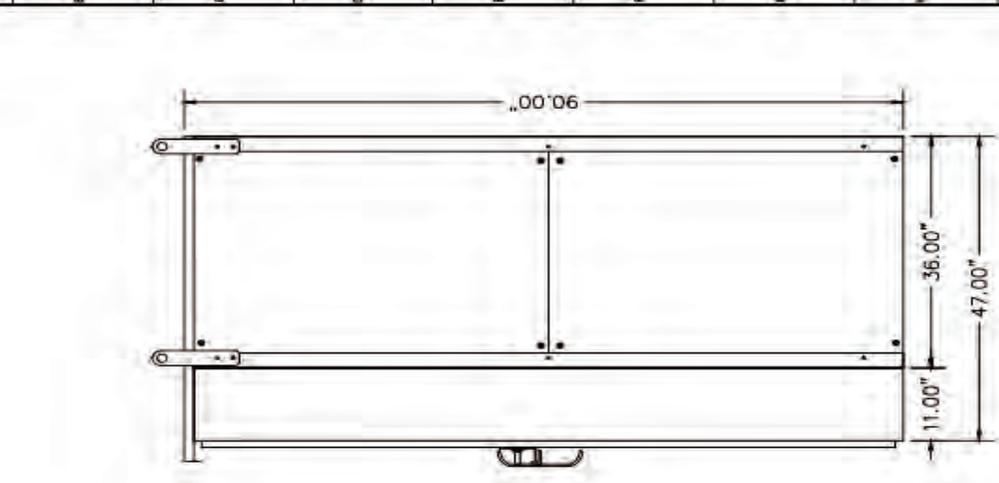
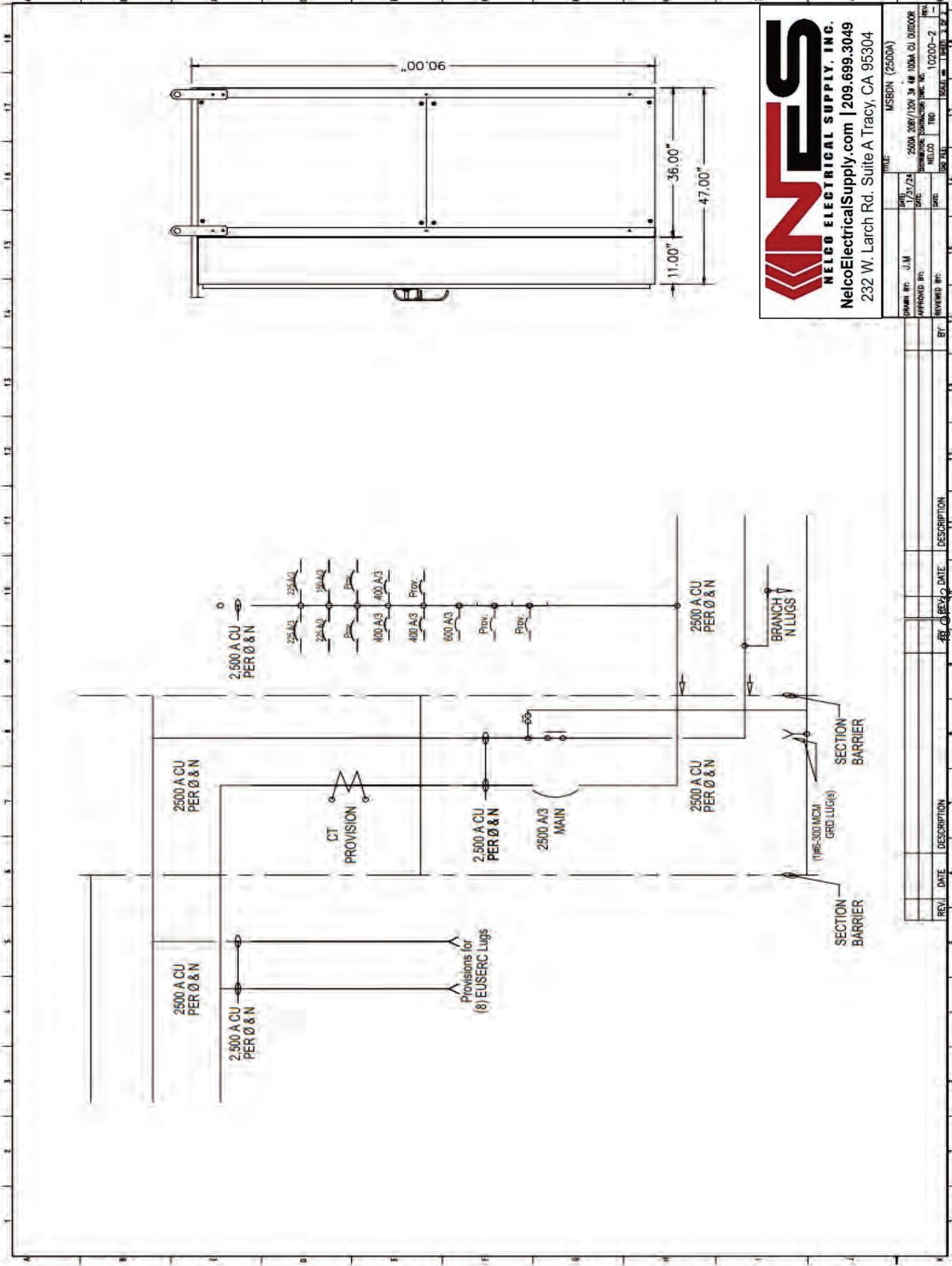
NOTE:
CUSTOMER ASSUMES RESPONSIBILITY TO SUBMIT DRAWINGS FOR POWER CO. APPROVAL

NELCO ELECTRICAL SUPPLY, INC.
 NelcoElectricalSupply.com | 209.699.3049
 232 W. Larch Rd. Suite A Tracy, CA 95304

| DATE: | DATE: | DATE: | DATE: |
|---------------|--|--------------|--------------|
| 1/31/24 | 2500A 208Y/120V 3P 4W 100KA CU OUTDOOR | | |
| APPROVED BY: | APPROVED BY: | APPROVED BY: | APPROVED BY: |
| J.M. | | | |
| REVIEWED BY: | REVIEWED BY: | REVIEWED BY: | REVIEWED BY: |
| | | | |
| TITLE: | TITLE: | TITLE: | TITLE: |
| MSB0N (2500A) | | | |
| SCALE: | SCALE: | SCALE: | SCALE: |
| 1/2" = 1'-0" | 1/2" = 1'-0" | 1/2" = 1'-0" | 1/2" = 1'-0" |

| REV. | DATE | DESCRIPTION | BY |
|------|----------|-------------|----|
| 1 | 17/01/24 | | |

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NES
NELCO ELECTRICAL SUPPLY, INC.
 NelcoElectricalSupply.com | 209.699.3049
 232 W. Larch Rd. Suite A Tracy, CA 95304

| | |
|--------------|--------------------------------------|
| DESIGN NO. | JLM |
| DATE | 1/23/24 |
| APPROVED BY: | |
| REVISION: | |
| SCALE | MSBDN (2500A) |
| PROJECT NO. | 2500A 209/120V 3P 4W 100A CU OUTDOOR |
| DATE | 10200-2 |
| BY | |

| REV | DATE | DESCRIPTION | BY | DATE | DESCRIPTION |
|-----|------|-------------|----|------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |



100A, 3P, 240V, 4W, GD DT TYPE 3R

| General technical data | |
|--|-------------------------------------|
| mechanical service life (operating cycles) typical | 10000 |
| fastening method | SURFACE |
| number of poles | 3 |
| suitability for operation | LOAD TRANSFER BETWEEN POWER SOURCES |
| Electricity | |
| ampacity | 100 A |
| Environmental conditions | |
| ambient temperature during operation maximum | 85 °C |
| ambient temperature during operation minimum | -29 °C |
| Model | |
| product brand name | SIEMENS |
| product sub brand name | VBII |
| product type designation | GENERAL DUTY DOUBLE THROW SWITCH |
| type of electrical connection | MECHANICAL LUGS |
| Mechanical Design | |
| design of the housing | TYPE 3R |
| design of the actuating element | DOUBLE THROW |
| material | STEEL |
| General product approval | |
| certificate of suitability | UL98 |

last modified:

9/15/2021 

SIEMENS

Proposal

- 1 - 150A /2P-QRH2
 - 1 - Catalog #: QRH22B150
 - Enclosure, Catalog Number NR74
 - 1 - NR TYPE 3R ENGL ASSY-74HX5.75C, 20 WIDE

Global Notes:

Important Update:

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

| | |
|--|------|
| After receipt of order or before approval drawings are completed | 15% |
| After approval drawing completion, but before release to manufacturing | 30% |
| Before start of fabrication, but after major component purchase | 60% |
| After start of fabrication, but before start of assembly | 80% |
| After assembly has started | 100% |

Price Policy: Standard quote is valid for 30 days from price approval date.

Hold for Release Pricing: Unless Siemens has agreed with the customer in writing, in advance to fixed pricing for an extended release date, any orders entered into COMPAS that have not been released by the customer within 90 days shall be subject to a price increase reflecting the current pricing at time of release. If Buyer refuses to accept price increase Siemens shall reserve the right to cancel the order.

Shipping: Shipment of goods will be made after receipt of all the following at Company's production facility: (a) Purchase Order / Electronic PO, (b) Technical Information, and if required (c) Drawing Approval.

Freight: Freight allowed on all orders over \$1,000 and shipped within the contiguous United States, provided Seller selects the Route Option: BESTRT -Best Route.

Delivery: FOB Shipping Point, unless stated otherwise.

Small Order Handling: Purchase orders below \$400 will incur a \$25 Small Order Handling (SOH) Fee.

Warranty: Warranty shall be in effect for a period of (1) year from initial operation of the goods but not more than eighteen (18) months from Siemens, shipment of the goods, unless stated otherwise.

Payment: Per Siemens distributor's terms. For orders \$3,000,000 or greater, the payment shall be according to the following schedule unless stated elsewhere in the proposal:

| | |
|--------------------------------|-----|
| Upon receipt of purchase order | 20% |
|--------------------------------|-----|

SIEMENS

Attention: NELCO ELECTRICAL

Job Name: N3R PANEL 021324 NELCO ELECTRIC
 Quote Name: N3R PANEL 021324 NELCO ELECTRIC
 Quote #: phelrx00c_02132401_00_00_M00
 Bid Date: 02/13/2024

Siemens Industry, Inc. (Company) agrees to sell to Purchaser and Purchaser agrees to purchase from the Company the goods described below. Written quotations are valid for 30 calendar days from price approval date unless otherwise stated in the quotation. Quotations are subject to change by Siemens Industry, Inc. at any time upon written notice to Purchaser. Estimated Lead times refer to the manufacturing cycles, in working days, at time of quotation and are subject to change.

Quote Notes:

| Line #: | Qty | Description |
|---------|-----|--|
| 20000 | 1 | PANEL 400A 3R 208V--PANELBOARD P2 1 - SECTION P2C42JX400FTS, System Voltage: 208Y/120 3Ø 4W Wye AC, 1R @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR. 1 - INTERIOR W/ 400A /3P-JXD6 MAIN BREAKER 1 - Mech Lugs (2)3/0-500Kcmil Cu/ 4/0-500 Al 1 - (2)3/0-500Kcmil Cu/ 4/0-500 Al 1 - No Front 1 - Certification - UL 1 - Std Al/Cu Gnd Connector 1 - Catalog #: JXD63B400 1 - 70A /3P-BLH 1 - Catalog #: B370H 1 - 15A /2P-BLH 1 - Catalog #: B215H 2 - 20A /1P-BLH 1 - Catalog #: B120H 18 - 1P-BLH - PROV 5 - BL/BQD PROVISION 2 - 125A /2P-QRH2 1 - Catalog #: QRH22B125 |

PANELBOARD NOTES

SECTION : 1 OF 1
 PANEL TYPE : P2
 CATALOG NUMBER : P2C42JX430PTS
 ENCLOSURE : 3R Outdoor
 SYSTEM VOLTAGE : 208Y/120 3Ø 4W Wye AC
 IR RATING : 22 K AIC
 MAIN BUS : 400 A
 BUS MATERIAL : Tin Plated Copper
 FEED : Top
 MOUNTING : Surface
 SE LABEL : No
 SERIES RATED : No
 CONDUIT AREA : N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW

MAIN
 JXD6
 400A/3P

PANELBOARD COMPONENTS

Main :
 1 - 400A 3P-JXD6 MAIN BREAKER

Branches :
 1 - 75A (2P-BLH)
 1 - 15A (2P-BLH)
 2 - 25A (1P-BLH)
 15 - 1P-BLH - PROV
 5 - BL/BQD PROVISION
 2 - 125A (2P-QRH2)
 1 - 150A (2P-QRH2)

Options :
 1 - No Front
 1 - AICu Branch Connector
 1 - Certification - UL
 1 - Std AICu Gnd Connector

74

33.0

5.75 Deep

20.0

| | | | | | |
|----|----|--------|--------|-----|-----|
| 1 | 1 | 75A/2P | 15A/2P | 2 | 3 |
| 3 | 2 | 75A/2P | 15A/2P | 4 | 4 |
| 5 | 3 | 75A/2P | 15A/2P | 5 | 5 |
| 7 | 4 | 75A/2P | 15A/2P | 6 | 6 |
| 9 | 5 | 75A/2P | 15A/2P | 7 | 7 |
| 11 | 6 | 75A/2P | 15A/2P | 8 | 8 |
| 13 | 7 | 75A/2P | 15A/2P | 9 | 9 |
| 15 | 8 | 75A/2P | 15A/2P | 10 | 10 |
| 17 | 9 | 75A/2P | 15A/2P | 11 | 11 |
| 19 | 10 | 75A/2P | 15A/2P | 12 | 12 |
| 21 | 11 | 75A/2P | 15A/2P | 13 | 13 |
| 23 | 12 | 75A/2P | 15A/2P | 14 | 14 |
| 25 | 13 | 75A/2P | 15A/2P | 15 | 15 |
| 27 | 14 | 75A/2P | 15A/2P | 16 | 16 |
| 29 | 15 | 75A/2P | 15A/2P | 17 | 17 |
| 31 | 16 | 75A/2P | 15A/2P | 18 | 18 |
| 33 | 17 | 75A/2P | 15A/2P | 19 | 19 |
| 35 | 18 | 75A/2P | 15A/2P | 20 | 20 |
| 37 | 19 | 75A/2P | 15A/2P | 21 | 21 |
| 39 | 20 | 75A/2P | 15A/2P | 22 | 22 |
| 41 | 21 | 75A/2P | 15A/2P | 23 | 23 |
| 43 | 22 | 75A/2P | 15A/2P | 24 | 24 |
| 45 | 23 | 75A/2P | 15A/2P | 25 | 25 |
| 47 | 24 | 75A/2P | 15A/2P | 26 | 26 |
| 49 | 25 | 75A/2P | 15A/2P | 27 | 27 |
| 51 | 26 | 75A/2P | 15A/2P | 28 | 28 |
| 53 | 27 | 75A/2P | 15A/2P | 29 | 29 |
| 55 | 28 | 75A/2P | 15A/2P | 30 | 30 |
| 57 | 29 | 75A/2P | 15A/2P | 31 | 31 |
| 59 | 30 | 75A/2P | 15A/2P | 32 | 32 |
| 61 | 31 | 75A/2P | 15A/2P | 33 | 33 |
| 63 | 32 | 75A/2P | 15A/2P | 34 | 34 |
| 65 | 33 | 75A/2P | 15A/2P | 35 | 35 |
| | 34 | 75A/2P | 15A/2P | 36 | 36 |
| | 35 | 75A/2P | 15A/2P | 37 | 37 |
| | 36 | 75A/2P | 15A/2P | 38 | 38 |
| | 37 | 75A/2P | 15A/2P | 39 | 39 |
| | 38 | 75A/2P | 15A/2P | 40 | 40 |
| | 39 | 75A/2P | 15A/2P | 41 | 41 |
| | 40 | 75A/2P | 15A/2P | 42 | 42 |
| | 41 | 75A/2P | 15A/2P | 43 | 43 |
| | 42 | 75A/2P | 15A/2P | 44 | 44 |
| | 43 | 75A/2P | 15A/2P | 45 | 45 |
| | 44 | 75A/2P | 15A/2P | 46 | 46 |
| | 45 | 75A/2P | 15A/2P | 47 | 47 |
| | 46 | 75A/2P | 15A/2P | 48 | 48 |
| | 47 | 75A/2P | 15A/2P | 49 | 49 |
| | 48 | 75A/2P | 15A/2P | 50 | 50 |
| | 49 | 75A/2P | 15A/2P | 51 | 51 |
| | 50 | 75A/2P | 15A/2P | 52 | 52 |
| | 51 | 75A/2P | 15A/2P | 53 | 53 |
| | 52 | 75A/2P | 15A/2P | 54 | 54 |
| | 53 | 75A/2P | 15A/2P | 55 | 55 |
| | 54 | 75A/2P | 15A/2P | 56 | 56 |
| | 55 | 75A/2P | 15A/2P | 57 | 57 |
| | 56 | 75A/2P | 15A/2P | 58 | 58 |
| | 57 | 75A/2P | 15A/2P | 59 | 59 |
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| | 62 | 75A/2P | 15A/2P | 64 | 64 |
| | 63 | 75A/2P | 15A/2P | 65 | 65 |
| | 64 | 75A/2P | 15A/2P | 66 | 66 |
| | 65 | 75A/2P | 15A/2P | 67 | 67 |
| | 66 | 75A/2P | 15A/2P | 68 | 68 |
| | 67 | 75A/2P | 15A/2P | 69 | 69 |
| | 68 | 75A/2P | 15A/2P | 70 | 70 |
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| | 71 | 75A/2P | 15A/2P | 73 | 73 |
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| | 73 | 75A/2P | 15A/2P | 75 | 75 |
| | 74 | 75A/2P | 15A/2P | 76 | 76 |
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| | 76 | 75A/2P | 15A/2P | 78 | 78 |
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| | 92 | 75A/2P | 15A/2P | 94 | 94 |
| | 93 | 75A/2P | 15A/2P | 95 | 95 |
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| | 98 | 75A/2P | 15A/2P | 100 | 100 |

N3R PANEL 021324 NELCO ELECTRIC

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 PANEL 400A 3R 200V

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Siemens Industry, Inc.

phelx00c_02132401_01_00_W03-20000-1

EXHIBIT B - PURCHASE PRICE

| Item No. | Description | Cost | Sales Tax (8.25%) | Estimated Shipping (5%) | Total |
|-----------------------------|---|--------------|----------------------|----------------------------|---------------------|
| 1 | 2500 Amp 120/208v 3P 4W Siemens Switchgear | \$152,697.22 | \$12,597.52 | \$7,634.86 | \$172,929.60 |
| 2 | 1600 Amp 120/208v 3P 4W Siemens Switchgear | \$134,297.82 | \$11,079.57 | \$6,714.89 | \$152,092.28 |
| 3 | 600 Amp 120/208v 3P 4W Distribution Board (Brand) | \$33,692.01 | \$2,779.59 | \$1,684.60 | \$38,156.20 |
| 4 | 400 Amp 120/208v 3P 4W Panel (Brand) | \$11,246.54 | \$927.84 | \$562.33 | \$12,736.71 |
| 5 | 100 Amp 120/208v 3P 4W Non-Fused Manual Transfer Switch (Brand) | \$1,511.01 | \$124.66 | \$75.55 | \$1,711.22 |
| 6 | Arc-Flash Studies | \$14,010.57 | \$1,155.87 | \$0.00 | \$15,166.44 |
| Total Purchase Price | | | | | \$392,792.45 |

Seller's Quotes are attached as Exhibit B-1, B-2 and B-3

Nelco Electrical Supply Inc.
 232 W. Larch Rd. Suite A
 Tracy, CA 95304
 sales@nelcoelectricalsupply.com
 www.nelcoelectricalsupply.com



Estimate

ADDRESS

City of Tracy
 520 Tracy Blvd
 Tracy, Ca 95376

SHIP TO

City of Tracy
 520 Tracy Blvd
 Tracy, Ca 95376

ESTIMATE # 1053

DATE 01/31/2024

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|-------------------|---|-----|------------|-------------|
| custom order gear | 2500 Amp 120/208v 3P 4W CU N3R 100kA PGE meter service entrance 3 Sections 1- main breaker 2500/3 1- SPD 400kA 1- 600/3 3- 400/3 4- 225/3 | 1 | 152,697.22 | 152,697.22T |
| custom order gear | 1600 Amp 120/208v 3P 4W CU N3R 100kA PGE meter service entrance 3 Sections 1- main breaker 1600/3 1- 600/3 2- 400/3 1- 225/3 11- 125/3 1- 70/3 | 1 | 134,297.82 | 134,297.82T |
| custom order gear | 600 Amp 120/208v 3P 4W CU N3R 65kA Distribution board 1- 600/3 1- 200/3 13- 125/3 | 1 | 33,692.01 | 33,692.01T |
| shipping | freight to be paid by the COT. Shipping charges will be added once items are ready to ship | 1 | 0.00 | 0.00T |

50% down to start the job, remainder due at delivery.
 12-14 week lead time after PO and payment is received
 no returns, no cancellations
 all products are new and come with a two year warranty

| | |
|--------------|---------------------|
| SUBTOTAL | 320,687.05 |
| TAX | 26,456.68 |
| TOTAL | \$347,143.73 |

Nelco Electrical Supply Inc.
232 W. Larch Rd. Suite A
Tracy, CA 95304
sales@nelcoelectricalsupply.com
www.nelcoelectricalsupply.com



Estimate

ADDRESS

City of Tracy
520 Tracy Blvd
Tracy, Ca 95376

SHIP TO

City of Tracy
520 Tracy Blvd
Tracy, Ca 95376

ESTIMATE # 1054

DATE 02/13/2024

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------------------|--|-----|-----------|------------|
| circuit breaker | 400 AMP 120/208V 3P 4W 22KAIC N3R TOP FED COPPER 1- JXD63B400 1-B370H 1-B215H 2-B120H 2-QRH22B125 1-QRH22B150 | 1 | 11,246.54 | 11,246.54T |
| circuit breaker | MTS 100 AMP 120/208V 3P 4W NON FUSED N3R DTGNF323NR | 1 | 1,544.01 | 1,544.01T |

Items are in stock at this time, inventory subject to change
2-4 days build time
estimated delivery dates not guaranteed.

| | |
|--------------|--------------------|
| SUBTOTAL | 12,790.55 |
| TAX | 1,055.22 |
| TOTAL | \$13,845.77 |

Accepted By

Accepted Date

Nelco Electrical Supply Inc.
232 W. Larch Rd. Suite A
Tracy, CA 95304
sales@nelcoelectricalsupply.com
www.nelcoelectricalsupply.com



Estimate

ADDRESS

City of Tracy
520 Tracy Blvd
Tracy, Ca 95376

SHIP TO

City of Tracy
520 Tracy Blvd
Tracy, Ca 95376

ESTIMATE # 1058

DATE 03/14/2024

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|----------|---|-----|----------|-----------|
| Service | Arc Flash Study 2500 amp service base scope of work the price assumes that all work can be performed based 8 hours per day starting at 8 AM on weekdays (not including holidays) exclusive of taxes. straight time rates will apply | 1 | 7,243.45 | 7,243.45T |
| Sales | Arc Flash Study 1600 amp service base scope of work the price assumes that all work can be performed based 8 hours per day starting at 8 AM on weekdays (not including holidays) exclusive of taxes. straight time rates will apply | 1 | 6,767.12 | 6,767.12 |

| | |
|--------------|--------------------|
| SUBTOTAL | 14,010.57 |
| TAX | 597.58 |
| TOTAL | \$14,608.15 |

Accepted By

Accepted Date

EXHIBIT C

Payment and Delivery Timelines

- 1. Payment Timeline for Purchase Price.** The Parties agree to facilitate payment of the Purchase Price in accordance with the following sequence:
 - a. Seller will submit an invoice to the City for fifty percent (50%) of the Purchase Price associated sales tax upon receipt of the fully executed Agreement.
 - b. Seller will provide the City with written confirmation from the manufacturer, of the receipt of the order, and manufacturer's estimated shipping date. (12-14 weeks).
 - c. Upon City receipt of the Goods at the Seller's facility, located at 232 W. Larch Road, Suite A, Tracy, CA 95304, the Seller will submit an invoice to the City for forty percent (40%) of the Purchase Price and associated sales tax, and actual shipping fees.
 - d. Payment for the Arc Flash Study shall be made upon receipt of the completed, signed and stamped study.
 - e. The Seller will submit an invoice to the City for the balance of the Purchase Price and associated sales tax, and actual shipping fees, upon City written notice of acceptance that the Goods comply with the requirements of Exhibit A and this Agreement.
 - f. The Seller will contact the City and coordinate with the City to schedule the City, or its designated contractor, to retrieve the Goods from the Seller's facility. The City or its designated contractor will be responsible for delivery of the Goods to the City's Project site.

- 2. Timing of Delivery of Goods**
 - a. Seller shall give the City written confirmation when the order for the Goods has been acknowledged by the manufacturer and when it has been shipped.
 - b. The Seller shall deliver the Goods to the City within fourteen (14) weeks of the delivery of the First Installment for the Goods, beginning the Monday following the date of initial payment.

- 3. Delay Costs for Late Delivery.** If for any reason Seller fails to meet the Delivery Date set forth in the Agreement to which this Exhibit C is made a part, Seller shall immediately pay and compensate City the amount equal to 5% (Five Percent) of the Purchase Price for every additional Seven (7) days after the Delivery Date Seller fails to deliver the Goods in full conformity with this Agreement unless and until the City elects to terminate this Agreement.



209.699.3049

sales@nelcoelectricalsupply.com

Tracy, Ca

www.nelcoelectricalsupply.com

March 4, 2024

City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

- Submittals:
 - 1 2500 amp 120/208v 3p 4w 100kaic n1 3 section meter cabinet
 - 1 1600 amp 120/208v 3p 4w 100kaic n1 3 section meter cabinet
 - 1 600 amp 120/208v 3p 4w 65kaic n1 single section distribution board
 - Final manufacturers bill of materials and plans to be submitted for Engineer approval, prior to manufacturing..
- Delivery Specification:
 - COT is to pay the freight to have the items shipped FOB factory, on a private currier and the freight cost is TBD.
- Payment Details:
 - 50% is due to start the custom build boards. The remainder of the balance is due upon completion. There is no cancelation allowed once the deposit is made. For any reason COT is to cancel the order full payment will be required.
 - 40% is due upon delivery of the equipment to the Vendor's location.
 - 10% is due upon City acceptance that the Goods comply with the requirements of Exhibit A and the approved plans and specifications, after installation and testing
- Build Time:
 - 14 weeks from the Monday following the deposit date. If for any reason we do not meet our deadline, at the end of the 15th week we will refund the city of Tracy 5% every week past the deadline. The metered cabinets will be completed by Nelco Electrical Supply in 14 weeks, guaranteed.
- Warranty provided by Nelco Electrical Supply:
 - The Vendor warrants that the Equipment was constructed in accordance with the approved plans and specifications and is free from defects. If the equipment fails or malfunctions within the Warranty period, the manufacturer will repair or replace at no cost to the City for two years from the date of delivery on all items sold.
 - The Vendor warrants that all Equipment meets PG&E requirements for service entrance.

EXHIBIT D

Supplemental Seller Representations & Warranties

In addition to those representations and warranties set forth in the Agreement to which this Exhibit D is an exhibit, Seller further represents and warrants as follows:

1. Seller warrants that the Goods was constructed in accordance with the approved plans and specifications and is free from defects. If the equipment fails or malfunctions within the Warranty period, the manufacturer will repair or replace at no cost to the City for two years from the date of delivery on all items sold.
2. All Goods will be completed and delivered to the Seller's facility The switchgear equipment and panels will be completed by Nelco Electrical Supply in 14 weeks, after the Monday following the initial payment of 50% of Goods price, guaranteed.
3. Seller will submit final Manufacturer's Bill of Materials and Schematics for Engineer's approval, prior to the start of manufacturing of equipment.
4. The Goods shall meet all PG&E Requirements for service entrance equipment.
5. Anchorage calculations, including seismic calculations, will be provided by the manufacturer, and will be signed and stamped by a professional engineer licensed in the State of California.
6. The Seller will provide complete Arc-Flash Study and compliant labeling of all electrical gear, panel boards and equipment required per CEC 2022 11.16. PER CEC 2022 110.16

EXHIBIT E - Seller Insurance Requirements

Seller shall maintain the following minimum insurance coverages:

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.

TRACY CITY COUNCIL

RESOLUTION NO. _____

DETERMINING THAT COMPLIANCE WITH THE STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 20301 AND TRACY MUNICIPAL CODE SECTION 2.20.180(B)(4), AND (2) APPROVING A PURCHASE AGREEMENT WITH NELCO ELECTRICAL SUPPLY, INC., IN THE AMOUNT OF \$392,792.45, FOR THE PURCHASE OF ELECTRICAL EQUIPMENT REQUIRED FOR PERMANENT POWER SUPPLIES

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, Phase I of the Project, demolition of the existing structures, site and preparation, and underground utilities began in May of 2022. Phase II of the Project, the Site Improvements including the Sprung Structure, were delayed due to funding; and

WHEREAS, the Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures; and

WHEREAS, a permanent power supply was in the proposed Phase II Project construction, but that Phase was postponed due to the costs related to expediting the completion of the interim facility preparation; as a result, portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV interim shelter facility improvements; the Phase IV Interim Project facility was opened in December of 2023, providing housing for an additional 38 individuals; and

WHEREAS, in April of 2023, City Engineering staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that had a thirty-seven (37) week lead time; in May of 2023, bids were received from two contractors for each power supply, and one contractor was the low bidder on both contracts; the contract was awarded to the low bidder for both projects by Council on July 05, 2023; the low bidder failed to submit correctly completed construction contract documents as required, was determined to be non-responsive, and all bids were rejected December of 2023; and therefore, be it

WHEREAS, staff and the project design consultants began contacting multiple vendors in December of 2023, requesting quotes for purchasing the necessary permanent electrical equipment, and if possible, expedited delivery; Quotes were received from four vendors; and

WHEREAS, only one vendor (Nelco) was able to provide expedited delivery; The three other vendors were not able to offer that option, primarily due to shortages and long lead times on the high voltage components require; and

WHEREAS, both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System; Fuel costs have increased due to the higher demand of the additional facilities and residents; and

WHEREAS, the monthly costs for providing power to the Interim facilities, including the generator rental costs and fuel to operate the equipment 24/7 is averaging approximately \$91,000 per month and there are two viable options for moving forward with the direct purchase of the electrical equipment; and

WHEREAS, staff has reviewed both the initial cost of the equipment versus the ongoing operating costs and concluded that Option 1 has the most benefit to the City based on the savings of operations; Although Nelco was not the “lowest” responsible bidder as required under a strict reading of TMC 2.20.180, in terms of costs saved by the City by Nelco’s relatively expedited delivery time, Nelco’s bid offers the greatest net-savings for the City; and

WHEREAS, pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) states that exceptions to standard procurement process is allowable when it is not in the best interest of the City; and

WHEREAS, the fiscal impact of the Temporary Emergency Homeless Shelter, CIP 71112, is an approved project in the City’s Capital Improvement Plan and sufficient funds are available in the project for the purchase of the equipment, and the current project budget; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council for the City of Tracy hereby determines that strict compliance with the standard procurement process for the Goods Purchase Agreement with Nelco Electrical Supply, Inc. is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4); and be it further

RESOLVED: That the City Council hereby approves Goods Purchase Agreement with Nelco Electrical Supply, Inc. for purchase of electrical supply equipment in the amount of \$392,792.45 to be utilized at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, attached hereto as Attachment 1; and be it further

RESOLVED: that the Mayor is authorized to execute the Goods Purchase Agreement with Nelco Electrical Supply, Inc. at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, attached hereto as Attachment 1.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

Attachments:

- (1) Goods Purchase Agreement – Nelco Electrical Supply, Inc.

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt two Resolutions approving amendments to two related Professional Services Agreements with CH2M HILL Engineers, Inc. for Design Services for the “Urban and Multi-benefit Drought Relief Grant-funded Recycled Water System Expansion Project,” Capital Improvement Plan Number 74168, as follows:

(1) adopt a resolution approving Amendment No. 1 to the Professional Services Agreement for Pipeline Design Services to reduce the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, to decrease the total compensation under the Agreement by \$294,990, to a Not-to-Exceed amount of \$1,565,010; and

(2) adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc., for Lammers Road Pump Station Design Services, to modify the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, and increase the total compensation under the PSA by \$294,990, to a Not-to-Exceed amount of \$1,534,990.

EXECUTIVE SUMMARY

City Council is being asked to authorize amendments to two previously approved Professional Services Agreements (PSAs) with CH2M Hill Engineers, Inc. (Consultant) for design services related to the City’s Recycled Water System Expansion Project. The two PSAs were approved by Council resolutions for the design services of the Pipeline expansion and the second for the design services of the Booster Pump Station on February 7, 2024. Due to the complexity of the pump station design, it was necessary to modify the scope of work creating a need for additional funding to complete the design of the project. The purpose of this request is to provide the additional funding of \$294,990 needed for the Booster Pump Station design services by the recognized cost savings from the Pipeline Design Services. These cost savings were recognized due to a modification to the pipeline alignment reducing the length of pipe needed by 9,000 feet. By utilizing the cost-savings from the Pipeline Design Services PSA to meet the increased funding needed for the Pump Station Design Services PSA, there is no fiscal impact as a result of these amendments. The Amendments further include modifying the term of the PSA’s to automatically expire on February 21, 2026, unless terminated under the terms of the Agreement, or extended one year by City Manager approval.

BACKGROUND AND LEGISLATIVE HISTORY

In 2020, the City received an \$18,000,000 Proposition 84 grant from the State of California to complete the first phase of the City’s Recycled Water Project identified in the City’s Recycled Water Master Plan. This project included the construction of a pump station at the City’s Wastewater Treatment Plant and pipeline that starts from this pump station and currently terminates at Lammers Road & W. Schulte Rd.

In 2022, the Department of Water Resources awarded a \$20,000,000 Urban and Multi-benefit

Drought Relief Grant to the City for the Recycled Water System Expansion Project. This Project will further extend the existing recycled water system to the southern portions of the City. The scope of work includes the construction of the recycled water transmission pipeline within the Lammers Road right-of-way and the construction of a new booster pump station on City owned property. The agreement between the City and DWR requires that all construction for this Project must be complete no later than February 27, 2026, and no funds may be requested after April 30, 2026.

On November 14, 2022, a Request for Proposals was issued by the City for design services for the Project, one for the booster pump station and one for the extension of the pipeline. Only one proposal was received on December 12, 2022, from the Consultant. After careful review of the proposal, the City determined that the Consultant demonstrated the relevant experience and past performance in completing projects of similar type, size and complexity in a satisfactory manner.

On February 7, 2023, City Council approved two related PSAs with the Consultant for design services for the Project under Resolutions 2023-025 and 2023-026. One PSA for the Pipeline Design Services and one PSA for the Lammers Road Pump Station Design Services.

ANALYSIS

The 2012 Water Master Plan (2012WMP) included a proposed 24,000 linear foot recycled water pipeline alignment beginning at the intersection of W. Schulte and Lammers Road, following Western Pacific to Corral Hollow, and then extending south on Corral Hollow to the Delta Mendota Canal (DMC), that was anticipated as part of the infrastructure that would be required to serve the Tracy Hills Development area. The 2012 WMP was developed prior to the revision of the Tracy Hills Master Plan and noted that required infrastructure would be further evaluated during subsequent evaluations of the Tracy Hills Development area.

Additional analysis proposed in the 2023 Water Master Plan Update (2023WMP), recommends that a 7,500 linear foot recycled water pipeline be extended from the intersection of W. Schulte and Lammers, directly south along Lammers to the Delta Mendota Canal (DMC), as part of the infrastructure to serve Tracy Hills and south Tracy development areas. The proposed 2023WMP Update also included a parallel pipeline for the exchange water discharge to the DMC. The two pipelines are a combined length of 15,000 linear feet, reducing the total pipe to be designed significantly by 9,000 feet and reducing the level of effort required for the pipeline design work resulting in a cost savings to the project.

The addition of the exchange water program proposed in the 2023WMP requires the expansion of the recycled water pump station, that will be located at the intersection of W. Schulte and Lammers. Additional pumping capacity and the ability to dechlorinate recycled water prior to discharging it to the DMC have increased the level of effort required for the design resulting in additional funding to complete the design.

When the City's Recycled Water Master Plan is completed, it will allow for the use of tertiary treated recycled water to replace the use of potable water with for irrigation purposes in the southwest portion of the City, significantly reducing the City's potable water demand. The City also plans to divert, mix, dilute, deliver, and exchange a portion of the recycled water through the Central Valley Project (CVP), banking water in the CVP system for City potable water needs, allowing the future extraction of an equivalent amount of water for treatment at the City's Water Treatment Plant. The expanded system will also allow the City to transfer excess Byron

Bethany Irrigation District (BBID) surface water supplies, from the adjacent BBID canal, to the CVP for banking and future use.

The result of the system infrastructure changes identified allows for the reduction of the not-to-exceed amount for the Pipeline Design Services PSA to \$1,565,010 and the increase of the not-to-exceed amount of the Pump Station Design Services PSA to \$1,534,990, both by \$294,990. The proposed Amendments will reallocate funding from the Pipeline Design Services PSA to the Pump Station Design Services PSA without any impact on the project budget.

Staff has reviewed the modified scopes of work and compensation and recommends that the Amendments be approved by City Council.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PUBLIC OUTREACH/ INTEREST

No public outreach activity was needed for this agenda item.

COORDINATION

No coordination efforts were required for this agenda item.

CEQA DETERMINATION

An Initial Study was prepared for the Recycled Water Project by De Novo Planning Group in 2016. In 2017, City Council subsequently adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, pursuant to Resolutions 2017-020 and 2017-165. The Project is consistent with and complies with those CEQA documents. The Professional Services Agreement with Consultant implements the Project and is likewise compliant.

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 delivery of safe and clean water.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt two Resolutions approving amendments to two related Professional Services Agreements with CH2M HILL Engineers, Inc. for Design Services for the "Urban and Multi-benefit Drought Relief Grant-funded Recycled Water System Expansion Project," Capital Improvement Project Number 74168, as follows:

(1) adopt a resolution approving Amendment No. 1 to the Professional Services Agreement for Pipeline Design Services to reduce the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, to decrease the total compensation under the Agreement by \$294,990, to a Not-to-Exceed amount of \$1,565,010; and (2) adopt a resolution

approving Amendment No. 1 to the Professional Services Agreement (PSA) with CH2M HILL Engineers, Inc., for Lammers Road Pump Station Design Services, to modify the scope of work, extend the term to February 21, 2026 with an administrative option to extend one year, and increase the total compensation under the PSA by \$294,990 to a Not-to-Exceed amount of \$1,534,990.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Brian MacDonald, Interim Public Works Director
Stephanie Reyna-Hiestand, Asst. Director of Utilities
Sara Cowell, Finance Director

Approved by: Karin Schnaider, Assistant City Manager

ATTACHMENTS

- A. (Proposed) Amendment No. 1 to the PSA with CH2M Hill, Inc. for Pipeline Design Services
- B. Executed PSA with CH2M Hill, Inc. for Pipeline Design Services
- C. Executed Resolution 2023-026
- D. (Proposed) Amendment No. 1 to the PSA with CH2M Hill, Inc. for Pump Station Design Services
- E. Executed PSA with CH2M Hill, Inc. for Pump Station Design Services
- F. Resolution 2023-025

City of Tracy

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER SYSTEM EXPANSION PROJECT (CIP 74168)

This Amendment No. 1 (Amendment) to the Professional Services Agreement last executed on February 22, 2023 (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and CH2M Hill Engineers, Inc., a Delaware Corporation (Consultant)

Recitals

- A.** On November 14, 2022, the City issued a Request for Proposals (RFP) for Design Services for the City of Tracy Recycled Water System Expansion Project (Project). On December 12, 2022, the Consultant submitted its proposal for Project to the City. The City determined that Consultant possessed the skills, experience and certifications required to provide the services.
- B.** The City and Consultant entered into the Agreement, which was approved by City Council on February 7, 2023, under Resolution 2023-026.
- C.** During the pre-design and final design stages of the Project, the City reduced the overall pipe length from 24,000 feet to approximately 15,000 feet. This change resulted in certain changes to the scope of work for the Project.
- D.** The City and Consultant wish to amend the Agreement as set forth in this Amendment, in part to reduce the total contract amount by \$294,990.00, to a not-to-exceed amount of \$1,565,010.00 and modify the date the Agreement expires.

Now therefore, the parties mutually agree as follows:

- 1. Incorporation by Reference.** Unless specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. By their signatures below, the parties hereto hereby ratify, approve, and confirm the Agreement remains in full force and effect. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.
- 2. Scope of Work.** Exhibit "A" referenced in and attached to the Agreement is hereby replaced by Exhibit "A-1" attached hereto and by this reference incorporated into the Agreement. All references to Exhibit "A" in the Agreement shall hereafter be deemed to refer to "Exhibit A-1."
- 3. Term.** Section 2.1 of the Agreement is hereby amended and replaced in its entirety to read as follows:
 - "2.1 Term.** The term of this Agreement shall begin on February 22, 2023, and automatically expire on February 21, 2026, unless terminated in accordance with Section 6. Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this

Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.”

4. Compensation. Section 3 and Section 3.1 are hereby amended and replaced in its entirety to read as follows:

"3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B-1”, attached hereto and incorporated herein by this reference, for services performed under this Agreement.

3.1 Not-to-Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$1,565,010.00 (One Million Five Hundred, Sixty-Five Thousand and Ten Dollars). Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. City will provide 30-day notice in writing to the Consultant prior to termination. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibits B and B-1 hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the “not-to-exceed” amount (or any other amount), and Consultant’s total compensation under this Agreement will depend on the scope of the Services requested and accepted 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.”

Sections 3.2 and 3.3 shall remain unchanged.

5. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. 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.

[SIGNATURE PAGE TO FOLLOW]

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

City of Tracy

CH2M HILL Engineers, Inc., a Delaware Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____


By: _____
Vijay Kumar, P.E.
Title: Business Vice President
Date: 03/26/2024

Attest:

Federal Employer Tax ID No. 32-0100027

By: _____
Adrienne Richardson, City Clerk

By: _____
Cheryl Rimas
Title: Assistant Secretary
Date: _____

Approved as to form;

By: _____
Bijal Patel, City Attorney

EXHIBIT A-1

City of Tracy Recycled Water Expansion Project – Recycled Water Pipelines

Revised Scope of Work

INTRODUCTION

The City of Tracy retained CH2MHILL in February 2023 to prepare pre-design, final design and construction documents for the proposed Lammers Road Recycled Water and Exchange Water Pipelines. Based on the RFP, the scope of work for the above project consisted of 24,000 feet of 8-to-30-inch diameter transmission pipeline, valves, meters and other appurtenances.

During the pre-design and final design stages of the project, the City of Tracy reduced the overall pipe length from 24,000 feet to about 15,000 feet. This reduced to amount of engineering work needed to complete the bid documents. In addition, the project team was able to select a pipeline alignment where it does not interfere with the existing signal loops at the Intersection of Lammers Road and Schulte Road. Therefore, there is substantial savings in the cost associated with the signal loop design. Finally, the City of Tracy is coordinating the construction permit with UPRR and the San Joaquin County and Geotechnical report. Therefore, CH2M HILL will offer credit to the City of Tracy by reducing the design fee. The following is a summary of reduced scope of work.

The Project addresses the pipeline from the proposed Lammers Pump Station. The proposed pipeline project includes

- one (1) 24-inch recycled water pipeline from the City of Tracy existing pipeline within Lammers Road to the Lammers Road Pump Station approximately 100 linear feet,
- one (1) 30-inch recycled water pipeline from the Lammers Road recycled water pump station near the intersection of Lammers Road and Schulte Road to the Delta Mendota Canal (DMC) approximately 7,500 linear feet
- one (1) 30-inch exchange water pipeline from the Lammers Road recycled water pump station near the intersection of Lammers Road and Schulte Road to the Delta Mendota Canal (DMC) approximately 7,500 linear feet
- Concept plan for concrete discharge structure at the DMC, turnout for Tracy Lakes with blind flanges, and will details of major features of the pipeline such as railroad crossings, major utility crossings and design requirements such as trench width and depth.

The overall design package will include drawings, standard details, and specifications for construction by the City's contractor.

The work will include the following:

1. Conduct project management and coordination activities
2. Review pipeline alignment along Lammers Road and then prepare preliminary design on the selected alignment
3. Use survey, potholing and geotechnical data provided by the City
4. Conduct pipeline hydraulic model to define system curve and review surge analysis for Lammers Road Pump Station
5. Assist City to obtain Encroachment permits or license for utility crossings from Larch Road Pump Station to DMC. At this time, it is unknown how long is the approval for a discharge structure at DMC since City has not done any environmental review associated with the discharge of either recycled water or irrigation water to DMC. Therefore, Consultant will provide concept plan of DMC discharge structure so that City

- can obtain approval from USBR and San Louis Delta Mendota Canal Authority for future construction of the discharge structure.
6. Prepare design drawings, specifications, basis of design report and construction cost estimates for two (2) 30-inch pipelines within Lammers Road.
 7. Provide bidding services
 8. Provide engineering services during construction

The Project is under an accelerated schedule due to DWR grant requirements. The following sections provide a breakdown of the scope of work.

Task 1. Preliminary Design

The preliminary design will start from the end of the existing 24-inch pipeline that was terminated during Phase 1 of the Recycled Water Project. This location is about 200 feet north of the intersection of Lammers Road and Schulte Road. City has retained another consultant to design the extension of the existing 24-inch recycled water pipeline from the northside of BBID canal to the southside of BBID canal. It is assumed that City will construct this portion of the pipeline before or concurrently with the proposed 30-inch recycled and exchange water pipelines.

Subtask 1.1: Pipeline Alignment Verification

The Consultant will verify the alignment of the proposed two (2) 30-inch recycled water pipelines within the existing right of way of Lammers Road. Consultant will develop evaluation criteria based on cost and non-cost items and review this criterion with the City. Considerations will be made for number and cost of trenchless crossings, expected number of crossing, and traffic impacts from construction. Information will be gathered on the alignment based on field work and discussions with the City. Consultant will also review previous studies and prepare background information for the proposed alignment. Background information will consist of conceptual alignment, conceptual plans and sections for visualization of the alignment, and a list of advantages and disadvantages. The alignment will be reviewed in a workshop with the City. The proposed alignment and associated details will be documented in a technical memorandum (TM) and will become an appendix in the Preliminary Design Report (PDR).

Deliverables:

- Workshop agenda and notes
- Draft and final TM on alternatives evaluation and recommendations

Subtask 1.2: Field Visits and Visual Observations

Consultant will coordinate with utility companies during the pre-design phase of the Project. Consultant will request as-built drawings indicating the approximate location of existing utilities in the vicinity of the proposed pipeline alignment selected in Subtask 1.1. Consultant will show existing utility lines and structures on the plans and profile sheets based on sites visits and information received from the utility owners and available as-built drawings. Visible utility features such as manholes, drain inlets, valves and meter boxes will be identified on the plans. Verification of depth of critical facilities by ground penetrating radar (GPR) or potholing will be conducted by the City and provided to the Consultant within 4 weeks after Notice to Proceed of the design contract.

Consultant will attempt to design the pipeline to have minimal disruption to existing utilities; however, some conflicts may be inevitable. Consultant will submit one set of 60 percent drawings to each known utility owning facilities along the selected pipeline alignment. It is assumed that each utility will provide review comments within two weeks of receiving the drawings. It is assumed that relocation and design of the utilities in conflict with the Project (i.e.,

water, sewer, storm drain, telephone, electrical, cable, fiber optic, or gas lines) will be completed by the owners of the utility. Consultant will develop and maintain a utility log documenting the delivery and receipt of information from the utility companies. The utilities that may be contacted include gas, electric, water, sewer, telephone, and fiber optics.

Assumptions:

- Potholing, Survey and GPR efforts completed by the City due to prevailing wage issues.

Deliverables:

- Summary of Utility data log and any relocation of utilities (if required)

Subtask 1.3: Draft Preliminary Design Report (PDR)

Consultant will validate design criteria and document the design parameters for the Project. Consultant will document the design parameters, City Standards, and construction methods.

Assumptions:

Deliverables:

- Draft Preliminary Design Report in pdf format

Subtask 1.4: Final Preliminary Design Report

Consultant will prepare the Final Preliminary Design drawings, compile a draft table of contents of technical specifications and prepare the final PDR for the pipeline alignment. The PDR will be updated from the Draft PDR using applicable work efforts to document the major design criteria used for the various pipeline project components. At this stage of design, the PDR is expected to be a working document that will be a guiding document as design progresses to Final Design. A construction cost estimate will be prepared and included with the final PDR. The PDR will also include the various other TMs in the project as appendices.

Following review of the submittal, Consultant will meet with the City to discuss review comments.

Assumptions:

Deliverables:

- Half-size preliminary design drawings (11-inch by 17-inch), in pdf format
- Technical specifications table of contents
- Construction cost estimate (conceptual estimate)
- Final PDR

Subtask 1.5: Hydraulic Modeling

Consultant will provide system hydraulic model for the pipeline. The model will assist the design team on hydraulic conditions that will need to be incorporated into the pipeline design.

Assumptions:

- The information from the hydraulic and surge modeling will be incorporated into the 60% design level.

Deliverables:

- No specific deliverables are included for this subtask.

Subtask 1.6: Traffic Control Plans

The pipeline alignment includes areas that will require traffic control plans as part of the permit process. Consultant will prepare up to four traffic control drawings and a traffic control specification to meet San Joaquin County requirements. This information will be prepared for the permit application and included in the Final Design packages as described in Task 2.

Assumptions:

Deliverables:

- Agency encroachment permit package.

Subtask 1.7: Prepare Construction Permits Packages

Consultant will assist the City to coordinate with the permitting agencies and assist the City in preparing the required construction permit applications. After notice to proceed, City will contact the associated jurisdictional agencies and verify the permit requirements. Once a pipeline alignment has been chosen, Consultant will coordinate with agencies, distribute copies of the working drawings, and prepare exhibits to accompany the permit applications. Comments received from the permitting agencies will be incorporated into the construction documents. Consultant will develop and maintain a construction permit log documenting the delivery and receipt of information from the jurisdictions requiring a construction permit. Comments that change the character of the work (i.e., require a change in construction technique such as trenchless construction where open cut was previously assumed) or that require major design changes to the construction documents will be considered as additional services. The City will be responsible for paying all fees required as a part of the permit applications and for signing the applications as the applicant.

Assumptions:

- Up to 120 hours has been allowed for this subtask for the following permits:
 - Union Pacific Railroad Crossing
 - Chevron Crossing
 - PG&E facilities Crossing
 - County Encroachment Permit

Deliverables:

- Construction permit log

Subtask 1.8: Geotechnical Review

Consultant will review the existing geotechnical report and additional geotechnical report provided by the City. Based on this review, Consultant will prepare a Geotechnical Interpretive Report (GIR) to provide recommendations and design criteria for use by the design team and to support the design and permitting of the trenchless pipeline crossings.

Assumptions:

- Up to 60 hours has been allowed for this subtask.

Deliverables:

- Geotechnical Interpretive Report in PDF format

Task 2: Final Design Engineering

The following is a summary of reduced scope of work.

- Deletion of work associated with traffic signal loop redesign at the intersection of Lammers Road and Schulte Road.
- Preparation of construction permit and permit coordination for UPRR and San Joaquin County
- Review and coordination of Geotechnical Report
- Reduction in engineering work to complete 60% design drawings
- Reduction in engineering work to complete 90% design drawings
- Reduction in engineering work to complete Final design drawings

Consultant will follow a process for delivery of the final design and bid documents for the construction of the Project that includes producing design deliverables at various stages of the design (30 percent, 60 percent, 100 percent, and final bid documents). At each design stage, Consultant will provide information for review and provide for resolution of key issues before proceeding to the next stage. The information collected, and the concepts defined in each consecutive stage will form the basis for subsequent work.

Each phase of design will include specific deliverables which are identified in the following subtasks. Submittal review workshops (Microsoft Teams or conference calls) with the City will be conducted at critical design milestones as identified in the following subtasks. The City will provide one set of electronic comments to Consultant within two weeks of receiving the documents. Consultant will review City's comments and prepare a Comment Log documenting comment, comment resolution, and resolution status.

Similar to previous Phase 1, Consultant will provide technical specifications, drawings and standard details in pdf format. It is assumed that the City will use their standard contract documents such as bidding information and forms, general provisions, special provisions, and City's construction forms to prepare the final bidding documents and will advertise for bids on its website.

The technical specification sections will be based on Consultant master specifications using Construction Specifications Institute (CSI) standards format and customized for the specifics of this project. Specifications will be produced using Consultant standard Microsoft Word software and 8½-inch by 11-inch format. Drawings and technical specifications will be stamped in accordance with California law and signed by licensed engineers of the appropriate disciplines.

The drawings will show the level of detail deemed necessary by Consultant to obtain reasonable bidder response and to limit change orders. Drawings will be produced using Consultant standard Micro Station software and 22-inch by 34-inch (C size) drawing format – provided in 11-inch by 17-inch format (D size) for review.

Consultant will prepare construction cost estimates at the 60 percent and 100 percent submittal stages. Estimates will be prepared to the level of accuracy based on the information available within normal industry standards. Estimates will be formatted in accordance with the Project design CSI specification format and listed by facility. Where sufficient detailed information is lacking to obtain reasonably accurate prices of materials a contingency allowance may be applied. Escalation allowances will be used to provide an opinion of the estimated construction costs at the midpoint of construction.

Assumptions:

- Bid documents will be prepared for two construction/bid package.
- The preparation of bidding documents for the pre-purchase of equipment and materials is not included in this scope of services but may be included in future task orders or amendments.

- Design services for landscaping or environmental mitigation are not included in this scope of services but may be included in future task orders or amendments.
- Only a single vendor will be named for each manufactured component or piece of equipment with provisions for an “equal” to be proposed by the contractor and subject to approval by the engineer.
- The City will acquire all necessary lands, temporary and permanent easements, and rights-of-way.
- The City will secure access to private property for all the field assessment required by the project team.
- City will provide surveying including property lines, geotechnical borings, soil sampling and potholing of existing utilities since it must comply with the prevailing wage requirements.
- The pipeline alignments and sizes as agreed to in the 30% design will not change substantially.
- A total of approximately 34 drawings is anticipated to show the work as described at the end of this section.
- The plan and profile drawings will be prepared on aerial photo base sheets provided by the City’s survey project and include the horizontal and vertical alignment of the pipeline, locations of major structures along the pipeline, existing utilities (plan view, profile view to indicate as-built depth if available), right-of-way lines, property lines, tax lot identification numbers, and easements (permanent and construction).
- Scale of plan and profile drawings will be 1”=40’ horizontal and 1”=4’ vertical.
- Flow measurement to be conducted at the Lammers Road Pump Station including flows discharged to the DMC since there is no power at DMC.

Subtask 2.1: 30 Percent Design

Consultant will prepare 30 percent design drawings and compile a table of contents of technical specifications for the Project. Following review of the submittal, Consultant will meet with the City and agencies to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings (11-inch by 17-inch), in pdf format
- Updated draft version table of contents for specifications

Subtask 2.2: QC and Senior Review of 30 Percent Design

Consultant will engage senior staff to provide quality control and senior review of the 30% design. Consultant quality assurance/quality control (QA/QC) program integrates QA/QC procedures throughout the project life cycle.

Documents and other deliverables prepared by Consultant will be reviewed internally by senior members of Consultant team. Review will include the design and construction methodology, drawings, calculations, project design report, and the overall integrity of the design. Internal reviews will be documented using quality review forms (QRF) or Bluebeam. Due to the extremely tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.1 deliverable

Subtasks 2.3 and 2.4: 60 Percent Design Drawings and Specifications

Consultant will prepare 60 percent design drawings and compile a draft version of technical specifications for the Project. This design will show sufficient details for preparing and submitting permit application to the four agencies identified earlier.

Following review of the submittal, Consultant will meet with the City and agencies to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings (11-inch by 17-inch), in pdf format
- Draft technical specifications
- Construction cost estimate
- Table of contents of standard details

Subtask 2.5: QC and Senior Review of 60 Percent Design

Consultant will engage its senior staff to provide quality control and senior review of 60% design. Due to the tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.3 and 2.4 deliverables

Subtasks 2.6 and 2.7: 100 Percent Design Drawings and Specifications

Consultant will prepare 100 percent design documents for the Project. Review comments from the 60 percent design review will be incorporated. The 100 percent submittal will include technical specifications, standard details, and drawings. The final Engineer's estimate of construction cost will be prepared and delivered within four weeks after submission of the drawings and specifications.

Following review of the submittal, Consultant will meet with the City to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings, in pdf format
- Pre-final technical specifications
- Final construction cost estimate
- Final standard details

Subtask 2.8: QC and Senior Review of 100 Percent Design

Consultant will engage senior staff to provide quality control and senior review of 100% design. Due to the extremely tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.6 and 2.7 deliverables

Subtasks 2.9 and 2.10: Bid Ready Technical Specs and Drawings (Final)

This is the final phase of the detailed design. Review comments from the 100 percent design will be reviewed and incorporated for this final phase of the detailed design. Consultant will prepare the final biddable construction documents including technical specifications, standard details, and drawings. All portions of the biddable contract documents will be final.

Assumptions:

- The City will upload and post the final bidding documents on its website.

Deliverables:

- Stamped and signed full-size (22-inch x 34-inch) drawings, in pdf format
- Technical specifications
- Standard details

Task 3: Project Administration and Controls

The purpose of this task is to provide for the initiation and overall management of Project activities. A detailed Project schedule and work plan will be developed and implemented to complete work activities in an integrated and timely manner. In addition, this task includes those elements necessary to effectively manage, lead, and control the Project.

Subtask 3.1 Project Management

Consultant will furnish project management services for the Project, as follows:

- Project Management Plan – defines critical elements of the project including organization, scope management, project meeting and workshops, schedule, budget, communications, document control, cost controls, quality control requirements, health and safety requirements, invoicing and reporting procedures.
- Status Reporting — A monthly narrative progress report will be prepared with each invoice with specific accomplishments during the reporting period and issues encountered or anticipated including monthly budget, progress, and schedule. Monitor work efforts and evaluate actual versus planned progress. Supervise the Project team and identify actions needed to efficiently execute the Project in a timely manner. Changes in scope will be communicated to The City.
- Administration—Maintain Project records, manage and process Project communications, and coordinate Project administrative matters.
- Communication – Effectively communicate with staff, subconsultants, and the City for expectations and deliverables.
- Coordination—Coordinate tasks/subtasks with staff and subconsultants, including coordination with the City and permitting agencies to complete authorized work on schedule and within budget.
- Staff and subconsultant Management—Supervise and control activities of staff and subconsultants assigned to the Project. Coordinate and schedule appropriate staffing to meet Project requirements.

Consultant will manage the health, safety, and environmental activities of its staff. Consultant will prepare a project specific Health and Safety Plan. Consultant will address safety in the office and during site visits, including compliance with COVID safety guidelines. Consultant is not responsible for the health and safety of other project participants.

Deliverables:

- Monthly status reports with monthly invoices

Subtask 3.2: Project Meetings

Kickoff Meetings

At project kick-off, Consultant will facilitate a partnering session that provides key project team members, subconsultants, and the City with the opportunity jointly to define shared goals and

establish critical milestones for overall project success. The partnering session has four goals for its participants:

1. Understand the work the team is undertaking.
2. Comprehend the team structure, membership, roles, and responsibilities.
3. Know and agree to the basis for determining the team's goals and performance measures.
4. Realize and accept the process for managing the team's organizational relationships and interfaces.

Progress Meetings

Consultant will meet monthly with the City to discuss progress and development of the project. The meetings will be held via teleconference (Microsoft Teams) at a mutually agreeable time. Consultant will prepare and distribute via email an agenda based on project needs and the City's input at least one day prior to the meeting. Consultant will attend the meetings and present a summary of the ongoing work, issues pending, an action item list, and a decision log that will be updated following each meeting. The status of open action items will be updated and distributed with the agenda for the following month's meeting.

Workshops

Consultant will meet with the City after each of the three design deliverables at the preliminary design (30%, 60% and 100% design) to discuss the design and receive review comments. Consultant will prepare a comment log for each design deliverable listing the City comments and how they were addressed and provide this in advance of each workshop for discussion. The Comment Log will be updated following the workshops. Consultant will also provide meeting agendas with action item table for the workshops.

Deliverables:

- Meeting agendas
- Action items and decision log
- Comment Logs for each design deliverable

Task 4: Bid Period Services

Consultant will assist the City during the bidding process, which begins at the point the final construction documents are approved by the City and continues until the City opens the bids. Anticipated activities are as follows:

- Consultant will respond to bidders' technical questions and requests for additional information, when requested by the City.
- Consultant will furnish technical interpretation of the Bid Documents and will prepare responses to questions for inclusion in addenda prepared and distributed by the City. Consultant will not answer questions directly received from bidders; Consultant will refer these questions to the City per the Instructions to bidders.
- Consultant will conduct a pre-bid conference and site walk that will be scheduled by the City. Consultant will develop the agenda and content of the pre-bid conference and site walk with input from the City. Consultant will record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
- Assist the City with review and evaluation of all bids received. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

- Consultant will provide a conformed set of drawings and specifications based on any changes identified during the bidding process.

Assumptions:

- Assume up to two (2) addenda.

Deliverables:

- Technical responses to questions provided by the City
- Pre-bid conference and site walk agenda and minutes
- Conformed set of drawings and specifications in pdf format

Task 5: Engineering Services During Construction

Consultant will provide engineering services during construction (SDC) in support of City during the construction of the Project. As described below, office SDC will generally include providing the engineering support required to administer the construction contract between City and the Contractor.

Subtask 5.1: Pre-Construction Meetings

Consultant will participate in a pre-construction conference with City and Contractor to review the Project communication, coordination, and other procedures; discuss the Contractor's work plan and requirements of the Contract Documents. It is assumed that the Construction Manager retained by the City will lead the pre-construction conference and prepare the agenda, materials, and meeting minutes. Consultant's project engineer will periodically participate in bi-weekly construction progress meetings by conference call (assume 1 hour each and 1 hour to prepare), as requested by City, to provide technical input and support related to construction activities.

Assumptions:

- The budgetary amount established for progress meetings assumes Consultant's project engineer will be required to participate in up to 24 construction progress meetings.

Deliverables:

- Meeting minutes

Subtask 5.2: Review and Respond to Submittals

Submittal Schedule: Consultant will review Contractor's construction submittal schedule, which should identify all shop drawings, samples, and submittals required by the Contract Documents, along with anticipated dates for submission. Upon receipt, Consultant will provide timely reviews of submittals to assist with maintaining the approved schedule, when feasible.

Coordination and Tracking: Coordination services for construction shop drawings, samples, and submittals, including preparation of a tracking system, which cross-references submittal status to the Contract Document requirements, will be performed by the Contractor. Consultant will establish a separate internal system and set of procedures for managing, tracking status, and storing all submittals transmitted by Contractor.

Review: As requested by the City, Consultant will review technical submittals transmitted by the Contractor as part of the Contract Documents requirements. Consultant's review will be for conformance with the design concept and compliance with the requirements of the Contract Documents. Such review will not relieve the Contractor from its responsibility for performance in accordance with the Contract Documents, nor is such review a guarantee that the Contractor performed work covered by the shop drawings, samples, or submittals is free of errors, inconsistencies, or omissions.

Assumptions:

- The budgetary amount established for submittal review assumes the processing of approximately 40 submittals (total includes re-submittals), each requiring an average of about 6 hours of review and processing time.

Deliverables:

- Submittal responses

Subtask 5.3: Review and Respond to Request for Information (RFIs)

Construction Contract Request for Information: Consultant will review and provide responses for Contractor’s requests for information (RFIs) or clarification of technical requirements of the Contract Documents. Consultant will log and track RFIs received from the Contractor.

Assumptions:

- The budgetary amount established for RFI review assumes the processing of approximately 30 RFIs by Consultant office staff, each requiring an average of 4 hours of review and processing time.

Deliverables:

- RFI responses

Subtask 5.4: Issue Design Clarification Memos and assist City with change Orders

When necessary, Consultant will provide design clarifications memos (DCM) and/or revised drawings to clarify the design intent. In term of change orders, Consultant will review and evaluate Contractor-requested changes to the contract documents. Consultant will make recommendations to the City regarding the acceptability of the Contractor’s request. It is assumed All change orders will be negotiated and managed by the City’s Construction Manager.

Assumptions:

- The budgetary amount established for evaluating these requests assumes up to 4 DCM will be issued and assist with up to 8 change order requests.

Deliverables:

- Design clarification memos

Subtask 5.5: Field Visits

When necessary, Consultant staff will visit the project site to assist the City to review contractor’s work and answer any questions by the city or contractor. In addition, site visits will be necessary to resolve either utility conflict or unknown conditions.

Assumptions:

- No more than four site visits will be necessary during the duration of the contract.

Subtask 5.6: Record Drawings

Consultant will revise the Conformed Drawings to reflect available as-built record drawing information provided by the Contractor. The City will provide Consultant with a single pdf or Bluebeam marked-up set of drawings showing all record information. Such marked-up drawings will be prepared using a color-coded insert/delete/explanation code to facilitate Consultant revisions. Consultant will only make the revisions shown on the markup. Contractor and City will be responsible for reviewing the information for accuracy and completeness prior to delivering to Consultant. Consultant will not be responsible for any errors or omissions in the information provided and incorporated into the record drawings.

Consultant will prepare and submit one electronic PDF of the Record Drawings to the City within 1 month after receipt of markups.

Assumptions:

- The City will provide Consultant with a single pdf or Bluebeam marked-up set of drawings showing all record information.
- Marked-up drawings will be prepared using a color-coded insert/delete/explanation code to facilitate Consultant revisions.

Deliverables:

- One set of Record Drawings in pdf format

Subtask 5.7 – Project Administration and Controls (Services During Construction)

Consultant will provide project management services for this scope of work as follows.

Progress Meetings and Team Management: Consultant will update the CITY's project manager monthly throughout the duration of the project. Consultant will provide the following throughout the duration of the project:

- Records Management: This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- Coordination: This will comprise Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- Staff Management: This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.
- Meeting Preparation: This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.

Assumptions:

- City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Deliverables:

- Monthly SDC progress report
- Monthly invoices

Task 6: Additional Services Not Included

The services described below are not included in this Scope of Engineering Services but can be performed if requested and approved by the City and Consultant. Time, scope, and fee have not been budgeted for the tasks listed hereunder. Authorization to proceed will be in the form of an amendment to this Scope of Engineering Services specifying the work to be performed and the additional payment for such services rendered.

- Design services for environmental mitigation
- Design services for landscaping
- Construction permitting support (SWPPP, preconstruction surveys, etc.)
- Environmental mitigation support (including construction monitoring as determined necessary)
- Environmental permitting support
- Support or participation in Value Engineering Studies or analysis for the Project
- Procurement of materials or equipment
- More than one construction contract
- Operations assistance and performance monitoring services
- Survey and mapping
- Printing of deliverables beyond the quantity listed
- Preparation of additive, deductive, or alternate design and construction scope
- Potholing utilities
- Operations and Maintenance Manuals
- Additional workshops not listed above
- Construction management services
- Materials testing or special inspection services
- Litigation or construction claims support
- Additional items noted to be excluded within the Scope of Engineering Services

SCHEDULE:

SCHEDULE:

Notice to Proceed by City: mid-February 2023

Survey, Potholing, and Geotechnical Data by City: 2024

Predesign – 12 weeks from NTP

Final Design, Plans, Specifications and Standard details– 16 weeks after approval of Amendment 1 by the City. (front end bid documents and bidding by City)

Services During Construction – Construction Start October 2024 and Construction end January 2026

Consultant has no control on the review schedule by UPRR and the San Joaquin County Public Works Department and any delays caused by UPRR or the San Joaquin County will result in additional time and budget needed to complete the Final Bid Documents.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL
ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER
SYSTEM EXPANSION PROJECT (CIP 74168)

EXHIBIT B -1

CH2M HILL, a subsidiary of Jacobs

Billing Rates for Years 2024 to 2026 (from Jan 1 to Dec 31st of each Year)

| Classification | 2024 | 2025 | 2026 |
|--|-------|-------|-------|
| Entry level or Intern | \$78 | \$81 | \$86 |
| Global Design Center staff | \$93 | \$96 | \$101 |
| Engineering/Environmental Tech 1 | \$98 | \$101 | \$107 |
| Engineering/Environmental Tech 2 | \$111 | \$115 | \$121 |
| Office/Clerical/Accounting | \$114 | \$118 | \$124 |
| Staff Engineer 1* | \$148 | \$153 | \$161 |
| Engineering/Environmental Tech 3 | \$148 | \$153 | \$161 |
| Staff Engineer 2* | \$171 | \$177 | \$186 |
| Engineering/Environmental Tech 4 | \$171 | \$177 | \$186 |
| Associate Engineer* | \$192 | \$198 | \$208 |
| Engineering/Environmental Tech 5 | \$200 | \$206 | \$217 |
| Project Engineer*/Associate Project Manager | \$236 | \$244 | \$257 |
| Engineer Specialist*/Project Manager | \$266 | \$274 | \$288 |
| Sr. Technologist*/Sr. Project Manager | \$291 | \$300 | \$315 |
| Principal Technologist*/Principal Project Manager | \$325 | \$335 | \$352 |

Important Notes: This fee estimate assumes all work is completed by December 2026. Any work completed after the above date shall be subject to the new billing rates not exceeding 5%. The above billing rates apply for consultant staff located in any office. Costs for individual tasks may be than the total for each task. However, the total fee shall not exceed the total fee authorized by the City without City's written directive.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL
ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER
SYSTEM EXPANSION PROJECT (CIP 74168)

EXHIBIT B-1

| FEE ESTIMATE FOR DESIGN SERVICES FOR CITY OF TRACY RECYCLED WATER SYSTEM EXPANSION PROJECT--RECYCLED WATER PIPELINES | | | | | | | | | | | | | | | | | | | |
|--|--------------------------------------|---------------------|---------------------|----------------------|-----------------------|-----------------------------|-----------------------------|------------------------------------|-----------------------------|------------------------------|--|------------------------|----------------|----------------------------------|------------------|----------------------------|----------------|-------------|----------------|
| | Task Description | Principal In Charge | Sr. Project Manager | Corrosion Specialist | Permitting Specialist | Senior Reviewer - Pipelines | Senior Reviewer - Tunneling | Senior Reviewer - Hydraulics/Surge | Senior Reviewer - Corrosion | Senior Reviewer - Structural | Senior Reviewer - Site Civil/Traffic Control | Geotechnical/Tunneling | Cost Estimator | Pipeline Design - Recycled Water | CAD Technician 3 | Global Design Center Staff | Office Support | Total Hours | Total Fee (\$) |
| | (2024) Labor Rates | \$325 | \$291 | \$266 | \$291 | \$325 | \$291 | \$291 | \$291 | \$236 | \$266 | \$236 | \$200 | \$200 | \$148 | \$93 | \$114 | | |
| | Task 1 Preliminary Design | | | | | | | | | | | | | | | | | | |
| 1.1 | Pipeline Alignment Evaluation | | 8 | | 8 | | | | | | | 60 | | 96 | 16 | | 16 | 204 | \$ 42,208 |
| 1.2 | Field Visits and Visual Observations | | 24 | | 16 | | | | | 24 | | 24 | | 24 | | | | 112 | \$ 27,768 |
| 1.3 | Draft Preliminary Design Report | 12 | 24 | 16 | 8 | 8 | 6 | 6 | 4 | 6 | | 8 | 32 | 160 | 200 | | 16 | 506 | \$ 97,852 |
| 1.4 | Final Preliminary Design Report | 24 | 40 | 32 | 4 | 4 | 4 | 4 | 4 | 4 | 8 | 16 | 40 | 120 | 140 | | 24 | 468 | \$ 96,212 |
| 1.5 | Hydraulic Modeling | | 16 | | | | | 8 | | | | | | 40 | | | | 64 | \$ 14,984 |
| | Subtotal Task 1 | 36 | 112 | 48 | 36 | 12 | 10 | 18 | 8 | 34 | 8 | 108 | 72 | 440 | 356 | | 56 | 1354 | \$ 279,024 |
| | Task 2 Final Design Engineering | | | | | | | | | | | | | | | | | | |
| 2.1 | Engineering Design and Drawings | 40 | 48 | 32 | | | | | | | | 40 | | 300 | 300 | 199 | 40 | 999 | \$ 172,387 |

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL
ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER
SYSTEM EXPANSION PROJECT (CIP 74168)

| | | | | | | | | | | | | | | | | | | | |
|-----|---|----|----|----|----|----|----|--|----|----|----|-----|-----|-----|-----|----|-----|------------|-----------|
| | (30% Completion) | | | | | | | | | | | | | | | | | | |
| 2.2 | Quality Control and Senior Review 30% Design | | | | | 16 | 16 | | 16 | 16 | 16 | | | | | | 8 | 88 | \$ 23,456 |
| 2.3 | Engineering Design and Drawings (60% Completion) | 30 | 32 | 24 | | | | | | | 12 | 120 | 200 | 240 | 300 | 40 | 998 | \$ 160,258 | |
| 2.4 | Project Specifications and Standard Details (60% Completion) | 24 | 32 | 12 | 60 | | | | | | 12 | | 80 | 80 | 80 | 40 | 420 | \$ 80,436 | |
| 2.5 | Quality Control and Senior Review 60% Design | | | | | 24 | 24 | | 24 | 24 | 24 | | | | | | 8 | 128 | \$ 34,728 |
| 2.6 | Engineering Design and Drawings (100% Completion) | 16 | 12 | 8 | | | | | | | 12 | 60 | 120 | 100 | 80 | 40 | 448 | \$ 76,452 | |
| 2.7 | Project Specifications and Standard Details (100% Completion) | 16 | 16 | 8 | | | | | | | 8 | | 80 | 80 | 120 | 32 | 360 | \$ 56,520 | |
| 2.8 | Quality Control and Senior Review 100% Design | | | | | 20 | 20 | | 20 | 20 | 20 | | | | | | 8 | 108 | \$ 29,092 |
| 2.9 | Engineering Design and Drawings (Final Completion) | 12 | 24 | 12 | | | | | | | 8 | 40 | 100 | 100 | 120 | 12 | 428 | \$ 71,292 | |

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL
ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER
SYSTEM EXPANSION PROJECT (CIP 74168)

| | | | | | | | | | | | | | | | | | | | |
|--|--|-----|-----|-----|----|----|----|----|----|----|----|-----|-----|-------|-------|-----|-----|-------|--------------|
| 2.10 | Project Specifications and Standard Details (Final Completion) | 30 | 40 | 16 | | | | | | | | 8 | | 60 | 60 | 78 | 40 | 332 | \$ 60,228 |
| | Subtotal Task 2 | 168 | 204 | 112 | 60 | 60 | 60 | - | 60 | 60 | 60 | 100 | 220 | 940 | 960 | 977 | 268 | 4,309 | \$ 764,849 |
| Task 3 Project Administration and Controls | | | | | | | | | | | | | | | | | | | |
| 3.1 | Project and Staff Management | 32 | 60 | | | | | | | | | | | | | | 96 | 188 | \$ 38,793 |
| 3.2 | Review Meetings and Workshops | 60 | 60 | | | | | | | | | | | | | | 18 | 138 | \$ 39,012 |
| | Subtotal Task 3 | 92 | 120 | | | | | | | | | | | | | | 114 | 326 | \$ 77,805 |
| Task 4 Bid Phase Services | | | | | | | | | | | | | | | | | | | |
| 4.1 | Pre-Bid Conference | 16 | 16 | | | | | | | | | 8 | | 16 | | | 8 | 64 | \$ 15,856 |
| 4.2 | Prepare Addenda | 8 | 20 | | | | | | | | | | | 24 | 18 | | 16 | 86 | \$ 17,708 |
| 4.3 | Bid Opening and Evaluation | 8 | 16 | | | | | | | | | | | 8 | | | 8 | 40 | \$ 9,768 |
| | Subtotal Task 4 | 32 | 52 | | | | | | | | | 8 | - | 48 | 18 | | 32 | 190 | \$ 43,332 |
| TOTAL | | 328 | 488 | 160 | 96 | 72 | 70 | 18 | 68 | 94 | 68 | 216 | 292 | 1,428 | 1,334 | 977 | 470 | 6,179 | \$ 1,165,010 |

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL
ENGINEERS, INC., FOR THE PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER
SYSTEM EXPANSION PROJECT (CIP 74168)

This is part of Exhibit B-1

| FEE ESTIMATE FOR SDC SERVICES FOR CITY OF TRACY RECYCLED WATER SYSTEM EXPANSION PROJECT--RECYCLED WATER PIPELINES | | | | | | | | | | | | | | | |
|--|---|---------------------|---------------------|----------------------|-----------------------|------------------------|----------------------------------|------------------|----------------------------|----------------|-------------|-----------------|--------------------------------|-------------------------------------|----------------|
| | | Principal In Charge | Sr. Project Manager | Corrosion Specialist | Permitting Specialist | Geotechnical/Tunneling | Pipeline Design - Recycled Water | CAD Technician 3 | Global Design Center Staff | Office Support | Total Hours | CH2M HILL Labor | Expenses (includes 10% markup) | Subcontractor (includes 10% Markup) | Total Fee (\$) |
| | 2024 Billing Rates | \$325 | \$291 | \$266 | \$236 | \$236 | \$200 | \$148 | \$93 | \$114 | | | | | |
| | 2025 Billing Rates | \$335 | \$300 | \$274 | \$244 | \$244 | \$206 | \$153 | \$96 | \$118 | | | | | |
| Task 5 Services During Construction | | | | | | | | | | | | | | | |
| 5.1 | Pre-construction Meeting (Year 2024) | 8 | 14 | | | | 12 | | | 4 | 38 | \$ 9,530 | \$ 480 | \$ - | \$ 10,010 |
| 5.2 | Review & Respond to Submittals (Year 2024) | 16 | 24 | 24 | 16 | 16 | 80 | | | 16 | 192 | \$ 45,312 | \$ 2,270 | \$ 5,000 | \$ 52,582 |
| | Review & Respond to Submittals (Year 2025) | 12 | 24 | 12 | 8 | 8 | 60 | | | 16 | 140 | \$ 32,660 | \$ 1,640 | \$ 4,000 | \$ 38,300 |
| 5.2 | Review & Respond to RFIs (Year 2024) | 16 | 24 | 24 | 16 | 16 | 80 | | | 16 | 192 | \$ 45,312 | \$ 2,270 | \$ 3,000 | \$ 50,582 |
| | Review & Respond to RFIs (Year 2025) | 12 | 24 | 12 | 8 | 8 | 60 | | | 16 | 140 | \$ 32,660 | \$ 1,640 | \$ 2,000 | \$ 36,300 |
| 5.4 | Issue Design Clarifications and Change Orders (Year 2024) | 8 | 16 | 8 | | 12 | 40 | 40 | 32 | 16 | 172 | \$ 30,936 | \$ 1,550 | \$ 2,000 | \$ 34,486 |
| | Issue Design Clarifications and Change Orders (Year 2025) | 8 | 16 | 8 | | 12 | 32 | 33 | 32 | 16 | 157 | \$ 29,201 | \$ 1,470 | \$ 1,000 | \$ 31,671 |
| 5.5 | Field Site Visits (Year 2024) | 16 | 24 | | | | 40 | | | 8 | 88 | \$ 21,096 | \$ 1,060 | \$ 2,000 | \$ 24,156 |
| | Field Site Visits (Year 2025) | 16 | 24 | | | | 40 | | | 8 | 88 | \$ 21,744 | \$ 1,090 | \$ 1,000 | \$ 23,834 |
| 5.6 | Record Drawings (2025) | 8 | 16 | | | | 60 | 80 | 120 | 16 | 300 | \$ 45,488 | \$ 2,280 | \$ - | \$ 47,768 |
| 5.7 | Project Management (2024) | 24 | 48 | | | | | | | 16 | 88 | \$ 23,592 | \$ 1,180 | | \$ 24,772 |
| | Project Management (2025) | 24 | 48 | | | | | | | 16 | 88 | \$ 24,328 | \$ 1,211 | | \$ 25,539 |
| | Subtotal | 168 | 302 | 88 | 48 | 72 | 504 | 153 | 184 | 164 | 1,683 | \$ 361,859 | \$ 18,141 | \$ 20,000 | \$ 400,000 |

City of Tracy -- Professional Services Agreement with CH2M HILL Engineers, Inc.

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
CH2M HILL Engineers, Inc. for Pipelines Design
Services for the Recycled Water System Expansion Project (CIP 74168)**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and CH2M HILL Engineers, Inc., a Delaware Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform design services; and
- B. On November 14, 2022, the City issued a Request for Proposals (RFP) for Design Services for the City of Tracy Recycled Water System Expansion Project (**Project**). On December 12, 2022, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023-026 approved by Tracy City Council on February 7, 2023.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall be shown in Exhibit A. Unless terminated in accordance with Section 6, this Agreement may be extended for an additional 1 year by the City Manager following a written determination that consultant has met the terms of this Agreement.

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

3.1 **Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$1,860,000.

No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

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

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

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the

completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

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

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

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

To City:
Director of Operations and Utilities
520 N. Tracy Blvd.
Tracy, CA 95376

To Consultant:
Vijay Kumar, P.E.
CH2M HILL Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy
By: Nancy D. Young
Title: Mayor
Date: 2-22-23

Attest:
Adrianne Richardson
Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel for
Bijal M. Patel, City Attorney

Consultant CH2M HILL Engineers, Inc.
CH2M HILL, Inc., a Delaware Corporation

By: Vijay Kumar, P.E.
Title: Business Vice President
Date: 1/14/2023

Federal Employer Tax ID No. 32-0100027

By: Cheryl Rimas
Title: Assistant Secretary
Date: 1/26/2023

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

The Project addresses the pipeline from the proposed Lammers Pump Station. The proposed pipeline project includes one (1) 24 inch recycled water pipeline from the City of Tracy existing pipeline within Lammers Road to the Lammers Road Pump Station approximately 150 linear feet, two (2) 30 inch recycled water pipelines along Lammers Road from the recycled water pump station near the intersection of Lammers Road and Schulte Road to the Delta Mendota Canal (DMC) approximately 7,300 linear feet, concrete discharge structure at the DMC, two future turnouts (Ellis and Tracy Lakes) with blind flanges, and will details of major features of the pipeline such as railroad crossings, major utility crossings and design requirements such as trench width and depth.

The overall design package will include drawings, standard details, and specifications for construction by the City's contractor.

The work will include the following:

1. Conduct project management and coordination activities
2. Review pipeline alignment along Lammers Road and then prepare preliminary design on the selected alignment
3. Use survey, potholing and geotechnical data provided by the City
4. Conduct pipeline hydraulic model to define system curve and review surge analysis for Lammers Road Pump Station
5. Assist City to obtain Encroachment permits or license for utility crossings from Larch Road Pump Station to DMC. At this time, it is unknown how long is the approval for a discharge structure at DMC since City has not done any environmental review associated with the discharge of either recycled water or irrigation water to DMC. Therefore, Consultant will provide pre-design of DMC discharge structure so that City can obtain approval from USBR and San Louis Delta Mendota Canal Authority for future construction of the discharge structure.
6. Prepare design drawings, specifications, basis of design report and construction cost estimates for two (2) 30-inch pipelines within Lammers Road.
7. Provide bidding services
8. Provide engineering services during construction

The Project is under an accelerated schedule due to DWR grant requirements. The following sections provide a breakdown of the scope of work.

Task 1. Preliminary Design

The preliminary design will start from the end of the existing 24-inch pipeline that was terminated during Phase 1 of the Recycled Water Project. This location is about 200 feet north of the intersection of Lammers Road and Schulte Road.

Subtask 1.1: Pipeline Alignment Verification

The Consultant will verify the alignment of the proposed two (2) 30-inch recycled water pipelines within the existing right of way of Lammers Road. Consultant will develop evaluation criteria based on cost and non-cost items and review this criterion with the City. Considerations will be made for number and cost of trenchless crossings, expected number of crossing, and traffic impacts from construction. Information will be gathered on the alignment based on field work and discussions with the City. Consultant will also review previous studies and prepare background information for the proposed alignment. Background information will consist of conceptual alignment, conceptual plans and sections for visualization of the alignment, and a list of advantages and disadvantages. The alignment will be reviewed in a workshop with the City. The proposed alignment and associated details will be

documented in a technical memorandum (TM) and will become an appendix in the Preliminary Design Report (PDR).

Deliverables:

- Workshop agenda and notes
- Draft and final TM on alternatives evaluation and recommendations

Subtask 1.2: Field Visits and Visual Observations

Consultant will coordinate with utility companies during the pre-design phase of the Project. Consultant will request as-built drawings indicating the approximate location of existing utilities in the vicinity of the proposed pipeline alignment selected in Subtask 1.1. Consultant will show existing utility lines and structures on the plans and profile sheets based on sites visits and information received from the utility owners and available as-built drawings. Visible utility features such as manholes, drain inlets, valves and meter boxes will be identified on the plans. Verification of depth of critical facilities by ground penetrating radar (GPR) or potholing will be conducted by the City and provided to the Consultant within 4 weeks after Notice to Proceed of the design contract.

Consultant will attempt to design the pipeline to have minimal disruption to existing utilities; however, some conflicts may be inevitable. Consultant will submit one set of 60 percent drawings to each known utility owning facilities along the selected pipeline alignment. It is assumed that each utility will provide review comments within two weeks of receiving the drawings. It is assumed that relocation and design of the utilities in conflict with the Project (i.e., water, sewer, storm drain, telephone, electrical, cable, fiber optic, or gas lines) will be completed by the owners of the utility. Consultant will develop and maintain a utility log documenting the delivery and receipt of information from the utility companies. The utilities that may be contacted include: gas, electric, water, sewer, telephone, and fiber optics.

Assumptions:

- Potholing, Survey and GPR efforts completed by the City due to prevailing wage issues.

Deliverables:

- Summary of Utility data log and any relocation of utilities (if required)

Subtask 1.3: Draft Preliminary Design Report (PDR)

Consultant will validate design criteria and document the design parameters for the Project. Consultant will document the design parameters, City Standards, and construction methods.

Assumptions:

Deliverables:

- Draft Preliminary Design Report in pdf format

Subtask 1.4: Final Preliminary Design Report

Consultant will prepare the Final Preliminary Design drawings, compile a draft table of contents of technical specifications and prepare the final PDR for the pipeline alignment. The PDR will be updated from the Draft PDR using applicable work efforts to document the major design criteria used for the various pipeline project components. At this stage of design, the PDR is expected to be a working document that will be a guiding document as design progresses to Final Design. A construction cost estimate will be prepared and included with the final PDR. The PDR will also include the various other TMs in the project as appendices.

Following review of the submittal, Consultant will meet with the City to discuss review comments.

Assumptions:

Deliverables:

- Half-size preliminary design drawings (11-inch by 17-inch), in pdf format
- Technical specifications table of contents
- Construction cost estimate (conceptual estimate)
- Final PDR

Subtask 1.5: Hydraulic Modeling

Consultant will provide system hydraulic model for the pipeline. The model will assist the design team on hydraulic conditions that will need to be incorporated into the pipeline design.

Assumptions:

- The information from the hydraulic and surge modeling will be incorporated into the 60% design level.

Deliverables:

- No specific deliverables are included for this subtask.

Subtask 1.6: Traffic Control and Traffic Signal Modification Plans

The pipeline alignment includes areas that will require traffic control plans as part of the permit process. Consultant will prepare four traffic control drawings, five traffic signal modification drawings, and a traffic control specification to meet San Joaquin County requirements. This information will be prepared for the permit application and included in the Final Design packages as described in Task 2.

Assumptions:

Deliverables:

- Agency encroachment permit package.

Subtask 1.7: Prepare Construction Permits Packages

Consultant will coordinate with the permitting agencies and assist the City in preparing the required construction permit applications. After notice to proceed, Consultant will contact the associated jurisdictional agencies and verify the permit requirements. Once a pipeline alignment has been chosen, Consultant will coordinate with agencies, distribute copies of the working drawings, and prepare exhibits to accompany the permit applications. Comments received from the permitting agencies will be incorporated into the construction documents. Consultant will develop and maintain a construction permit log documenting the delivery and receipt of information from the jurisdictions requiring a construction permit. Comments that change the character of the work (i.e., require a change in construction technique such as trenchless construction where open cut was previously assumed) or that require major design changes to the construction documents will be considered as additional services. The City will be responsible for paying all fees required as a part of the permit applications and for signing the applications as the applicant.

Assumptions:

- Up to 120 hours has been allowed for this subtask for the following permits:

- Union Pacific Railroad Crossing
- Chevron Crossing
- PG&E Crossing
- County Encroachment Permit

Deliverables:

- Construction permit log

Subtask 1.8: Geotechnical Review

Consultant will review the existing geotechnical report. Based on this review, Consultant will prepare a Geotechnical Interpretive Report (GIR) to provide recommendations and design criteria for use by the design team and to support the design and permitting of the trenchless pipeline crossings.

Assumptions:

- Up to 60 hours has been allowed for this subtask.

Deliverables:

- Geotechnical Interpretive Report in PDF format

Task 2: Final Design Engineering

Consultant will follow a process for delivery of the final design and bid documents for the construction of the Project that includes producing design deliverables at various stages of the design (30 percent, 60 percent, 90 percent, and final bid documents). At each design stage, Consultant will provide information for review and provide for resolution of key issues before proceeding to the next stage. The information collected, and the concepts defined in each consecutive stage will form the basis for subsequent work.

Each phase of design will include specific deliverables which are identified in the following subtasks. Submittal review workshops (Microsoft Teams or conference calls) with the City will be conducted at critical design milestones as identified in the following subtasks. The City will provide one set of electronic comments to Consultant within two weeks of receiving the documents. Consultant will review City's comments and prepare a Comment Log documenting comment, comment resolution, and resolution status.

Similar to previous Phase 1, Consultant will provide technical specifications, drawings and standard details in pdf format. It is assumed that the City will use their standard contract documents such as bidding information and forms, general provisions, special provisions, and City's construction forms to prepare the final bidding documents and will advertise for bids on its website.

The technical specification sections will be based on Consultant master specifications using Construction Specifications Institute (CSI) standards format and customized for the specifics of this project. Specifications will be produced using Consultant standard Microsoft Word software and 8½-inch by 11-inch format. Drawings and technical specifications will be stamped in accordance with California law and signed by licensed engineers of the appropriate disciplines.

The drawings will show the level of detail deemed necessary by Consultant to obtain reasonable bidder response and to limit change orders. Drawings will be produced using Consultant standard Micro Station software and 22-inch by 34-inch (C size) drawing format – provided in 11-inch by 17-inch format (D size) for review.

Consultant will prepare construction cost estimates at the 60 percent and 90 percent submittal stages. Estimates will be prepared to the level of accuracy based on the information available within normal industry standards. Estimates will be formatted in accordance with the Project design CSI specification

format and listed by facility. Where sufficient detailed information is lacking to obtain reasonably accurate prices of materials a contingency allowance may be applied. Escalation allowances will be used to provide an opinion of the estimated construction costs at the midpoint of construction.

Assumptions:

- Bid documents will be prepared for one construction/bid package.
- The preparation of bidding documents for the pre-purchase of equipment and materials is not included in this scope of services but may be included in future task orders or amendments.
- Design services for landscaping or environmental mitigation are not included in this scope of services but may be included in future task orders or amendments.
- Only a single vendor will be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the contractor and subject to approval by the engineer.
- The City will acquire all necessary lands, temporary and permanent easements, and rights-of-way.
- The City will secure access to private property for all the field assessment required by the project team.
- City will provide surveying, geotechnical borings, soil sampling and potholing of existing utilities since it must comply with the prevailing wage requirements.
- The pipeline alignments and sizes as agreed to in the 30% design will not change substantially.
- A total of approximately 70 drawings is anticipated to show the work as described at the end of this section.
- The plan and profile drawings will be prepared on aerial photo base sheets provided by the City's survey project and include the horizontal and vertical alignment of the pipeline, locations of major structures along the pipeline, existing utilities (plan view, profile view to indicate as-built depth if available), right-of-way lines, property lines, tax lot identification numbers, and easements (permanent and construction).
- Scale of plan and profile drawings will be 1"=40' horizontal and 1"=4' vertical.
- Flow measurement to be conducted at the Lammers Road Pump Station including flows discharged to the DMC since there is no power at DMC.

Subtask 2.1: 30 Percent Design

Consultant will prepare 30 percent design drawings and compile a table of contents of technical specifications for the Project. Following review of the submittal, Consultant will meet with the City and agencies to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings (11-inch by 17-inch), in pdf format
- Updated draft version table of contents for specifications

Subtask 2.2: QC and Senior Review of 30 Percent Design

Consultant will engage senior staff to provide quality control and senior review of the 30% design. Consultant quality assurance/quality control (QA/QC) program integrates QA/QC procedures throughout the project life cycle.

Documents and other deliverables prepared by Consultant will be reviewed internally by senior members of Consultant team. Review will include the design and construction methodology, drawings, calculations, project design report, and the overall integrity of the design. Internal reviews will be

documented using quality review forms (QRF) or Bluebeam. Due to the extremely tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.1 deliverable

Subtasks 2.3 and 2.4: 60 Percent Design Drawings and Specifications

Consultant will prepare 60 percent design drawings and compile a draft version of technical specifications for the Project. This design will show sufficient details for preparing and submitting permit application to the four agencies identified earlier.

Following review of the submittal, Consultant will meet with the City and agencies to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings (11-inch by 17-inch), in pdf format
- Draft technical specifications
- Construction cost estimate
- Table of contents of standard details

Subtask 2.5: QC and Senior Review of 60 Percent Design

Consultant will engage its senior staff to provide quality control and senior review of 60% design. Due to the tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.3 and 2.4 deliverables

Subtasks 2.6 and 2.7: 90 Percent Design Drawings and Specifications

Consultant will prepare 90 percent design documents for the Project. Review comments from the 60 percent design review will be incorporated. The 90 percent submittal will include technical specifications, standard details, and drawings. The final Engineer's estimate of construction cost will be prepared and delivered within four weeks after submission of the drawings and specifications.

Following review of the submittal, Consultant will meet with the City to discuss review comments. The review meeting is assumed to be held remotely by Microsoft Teams or conference call.

Deliverables:

- Half-size drawings, in pdf format
- Pre-final technical specifications
- Final construction cost estimate
- Final standard details

Subtask 2.8: QC and Senior Review of 90 Percent Design

Consultant will engage senior staff to provide quality control and senior review of 90% design. Due to the extremely tight schedule, it is assumed that City and QC review will proceed concurrently.

Deliverables: Included in subtask 2.6 and 2.7 deliverables

Subtasks 2.9 and 2.10: Bid Ready Technical Specs and Drawings (Final)

This is the final phase of the detailed design. Review comments from the 90 percent design will be reviewed and incorporated for this final phase of the detailed design. Consultant will prepare the final

biddable construction documents including technical specifications, standard details, and drawings. All portions of the biddable contract documents will be final.

Assumptions:

- The City will upload and post the final bidding documents on its website.

Deliverables:

- Stamped and signed full-size (22-inch x 34-inch) drawings, in pdf format
- Technical specifications
- Standard details

Task 3: Project Administration and Controls

The purpose of this task is to provide for the initiation and overall management of Project activities. A detailed Project schedule and work plan will be developed and implemented to complete work activities in an integrated and timely manner. In addition, this task includes those elements necessary to effectively manage, lead, and control the Project.

Subtask 3.1 Project Management

Consultant will furnish project management services for the Project, as follows:

- Project Management Plan – defines critical elements of the project including organization, scope management, project meeting and workshops, schedule, budget, communications, document control, cost controls, quality control requirements, health and safety requirements, invoicing and reporting procedures.
- Status Reporting — A monthly narrative progress report will be prepared with each invoice with specific accomplishments during the reporting period and issues encountered or anticipated including monthly budget, progress, and schedule. Monitor work efforts and evaluate actual versus planned progress. Supervise the Project team and identify actions needed to efficiently execute the Project in a timely manner. Changes in scope will be communicated to The City.
- Administration—Maintain Project records, manage and process Project communications, and coordinate Project administrative matters.
- Communication – Effectively communicate with staff, subconsultants, and the City for expectations and deliverables.
- Coordination—Coordinate tasks/subtasks with staff and subconsultants, including coordination with the City and permitting agencies to complete authorized work on schedule and within budget.
- Staff and subconsultant Management—Supervise and control activities of staff and subconsultants assigned to the Project. Coordinate and schedule appropriate staffing to meet Project requirements.

Consultant will manage the health, safety, and environmental activities of its staff. Consultant will prepare a project specific Health and Safety Plan. Consultant will address safety in the office and during site visits, including compliance with COVID safety guidelines. Consultant is not responsible for the health and safety of other project participants.

Deliverables:

- Monthly status reports with monthly invoices

Subtask 3.2: Project Meetings

Kickoff Meetings

At project kick-off, Consultant will facilitate a partnering session that provides key project team members, subconsultants, and the City with the opportunity jointly to define shared goals and establish critical milestones for overall project success. The partnering session has four goals for its participants:

9. Understand the work the team is undertaking.
10. Comprehend the team structure, membership, roles, and responsibilities.
11. Know and agree to the basis for determining the team's goals and performance measures.
12. Realize and accept the process for managing the team's organizational relationships and interfaces.

Progress Meetings

Consultant will meet monthly with the City to discuss progress and development of the project. The meetings will be held via teleconference (Microsoft Teams) at a mutually agreeable time. Consultant will prepare and distribute via email an agenda based on project needs and the City's input at least one day prior to the meeting. Consultant will attend the meetings and present a summary of the ongoing work, issues pending, an action item list, and a decision log that will be updated following each meeting. The status of open action items will be updated and distributed with the agenda for the following month's meeting.

Workshops

Consultant will meet with the City after each of the three design deliverables at the preliminary design (30%, 60% and 90% design) to discuss the design and receive review comments. Consultant will prepare a comment log for each design deliverable listing the City comments and how they were addressed and provide this in advance of each workshop for discussion. The Comment Log will be updated following the workshops. Consultant will also provide meeting agendas with action item table for the workshops.

Deliverables:

- Meeting agendas
- Action items and decision log
- Comment Logs for each design deliverable

Task 4: Bid Period Services

Consultant will assist the City during the bidding process, which begins at the point the final construction documents are approved by the City and continues until the City opens the bids.

Anticipated activities are as follows:

- E. Consultant will respond to bidders' technical questions and requests for additional information, when requested by the City.
- F. Consultant will furnish technical interpretation of the Bid Documents and will prepare responses to questions for inclusion in addenda prepared and distributed by the City. Consultant will not answer questions directly received from bidders; Consultant will refer these questions to the City per the Instructions to bidders.
- G. Consultant will conduct a pre-bid conference and site walk that will be scheduled by the City. Consultant will develop the agenda and content of the pre-bid conference and site walk with input from the City. Consultant will record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.

- H. Assist the City with review and evaluation of all bids received. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
- I. Consultant will provide a conformed set of drawings and specifications based on any changes identified during the bidding process.

Assumptions:

- Assume up to two (2) addenda.

Deliverables:

- Technical responses to questions provided by the City
- Pre-bid conference and site walk agenda and minutes
- Conformed set of drawings and specifications in pdf format

Task 5: Engineering Services During Construction

Consultant will provide engineering services during construction (SDC) in support of City during the construction of the Project. As described below, office SDC will generally include providing the engineering support required to administer the construction contract between City and the Contractor.

Subtask 5.1: Pre-Construction Meetings

Consultant will participate in a pre-construction conference with City and Contractor to review the Project communication, coordination, and other procedures; discuss the Contractor's work plan and requirements of the Contract Documents. It is assumed that the Construction Manager retained by the City will lead the pre-construction conference and prepare the agenda, materials, and meeting minutes. Consultant's project engineer will periodically participate in bi-weekly construction progress meetings by conference call (assume 1 hour each and 1 hour to prepare), as requested by City, to provide technical input and support related to construction activities.

Assumptions:

- The budgetary amount established for progress meetings assumes Consultant's project engineer will be required to participate in up to 36 construction progress meetings.

Deliverables:

- Meeting minutes

Subtask 5.2: Review and Respond to Submittals

Submittal Schedule: Consultant will review Contractor's construction submittal schedule, which should identify all shop drawings, samples, and submittals required by the Contract Documents, along with anticipated dates for submission. Upon receipt, Consultant will provide timely reviews of submittals to assist with maintaining the approved schedule, when feasible.

Coordination and Tracking: Coordination services for construction shop drawings, samples, and submittals, including preparation of a tracking system, which cross-references submittal status to the Contract Document requirements, will be performed by the Contractor. Consultant will establish a separate internal system and set of procedures for managing, tracking status, and storing all submittals transmitted by Contractor.

Review: As requested by the City, Consultant will review technical submittals transmitted by the Contractor as part of the Contract Documents requirements. Consultant's review will be for

conformance with the design concept and compliance with the requirements of the Contract Documents. Such review will not relieve the Contractor from its responsibility for performance in accordance with the Contract Documents, nor is such review a guarantee that the Contractor performed work covered by the shop drawings, samples, or submittals is free of errors, inconsistencies, or omissions.

Assumptions:

- The budgetary amount established for submittal review assumes the processing of approximately 60 submittals (total includes re-submittals), each requiring an average of about 6 hours of review and processing time.

Deliverables:

- Submittal responses

Subtask 5.3: Review and Respond to Request for Information (RFIs)

Construction Contract Request for Information: Consultant will review and provide responses for Contractor's requests for information (RFIs) or clarification of technical requirements of the Contract Documents. Consultant will log and track RFIs received from the Contractor.

Assumptions:

- The budgetary amount established for RFI review assumes the processing of approximately 40 RFIs by Consultant office staff, each requiring an average of 4 hours of review and processing time.

Deliverables:

- RFI responses

Subtask 5.4: Issue Design Clarification Memos and assist City with change Orders

When necessary, Consultant will provide design clarifications memos (DCM) and/or revised drawings to clarify the design intent. In term of change orders, Consultant will review and evaluate Contractor-requested changes to the contract documents. Consultant will make recommendations to the City regarding the acceptability of the Contractor's request. It is assumed All change orders will be negotiated and managed by the City's Construction Manager.

Assumptions:

- The budgetary amount established for evaluating these requests assumes up to 6 DCM will be issued and assist with up to 8 change order requests.

Deliverables:

- Design clarification memos

Subtask 5.5: Field Visits

When necessary, Consultant staff will visit the project site to assist the City to review contractor's work and answer any questions by the city or contractor. In addition, site visits will be necessary to resolve either utility conflict or unknown conditions.

Assumptions:

- No more than six site visits will be necessary during the duration of the contract.

Subtask 5.6: Record Drawings

Consultant will revise the Conformed Drawings to reflect available as-built record drawing information provided by the Contractor. The City will provide Consultant with a single pdf or Bluebeam marked-up set of drawings showing all record information. Such marked-up drawings will be prepared using a color-coded insert/delete/explanation code to facilitate Consultant revisions. Consultant will only make the revisions shown on the markup. Contractor and City will be responsible for reviewing the information for accuracy and completeness prior to delivering to Consultant. Consultant will not be responsible for any errors or omissions in the information provided and incorporated into the record drawings.

Consultant will prepare and submit one electronic PDF of the Record Drawings to the City within 1 month after receipt of markups.

Assumptions:

- The City will provide Consultant with a single pdf or Bluebeam marked-up set of drawings showing all record information.
- Marked-up drawings will be prepared using a color-coded insert/delete/explanation code to facilitate Consultant revisions.

Deliverables:

- One set of Record Drawings in pdf format

Subtask 5.7 – Project Administration and Controls (Services During Construction)

Consultant will provide project management services for this scope of work as follows.

Progress Meetings and Team Management: Consultant will update the CITY's project manager monthly throughout the duration of the project. Consultant will provide the following throughout the duration of the project:

- **Records Management:** This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- **Coordination:** This will comprise Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- **Staff Management:** This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.
- **Meeting Preparation:** This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.

Assumptions:

- City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Deliverables:

- Monthly SDC progress report
- Monthly invoices

Task 6: Additional Services Not Included

The services described below are not included in this Scope of Engineering Services but can be performed if requested and approved by the City and Consultant. Time, scope, and fee have not been budgeted for the tasks listed hereunder. Authorization to proceed will be in the form of an amendment to this Scope of Engineering Services specifying the work to be performed and the additional payment for such services rendered.

- Design services for environmental mitigation
- Design services for landscaping
- Construction permitting support (SWPPP, preconstruction surveys, etc.)
- Environmental mitigation support (including construction monitoring as determined necessary)
- Environmental permitting support
- Support or participation in Value Engineering Studies or analysis for the Project
- Procurement of materials or equipment
- More than one construction contract
- Operations assistance and performance monitoring services
- Survey and mapping
- Printing of deliverables beyond the quantity listed
- Preparation of additive, deductive, or alternate design and construction scope
- Potholing utilities
- Operations and Maintenance Manuals
- Additional workshops not listed above
- Construction management services
- Materials testing or special inspection services
- Litigation or construction claims support
- Additional items noted to be excluded within the Scope of Engineering Services

SCHEDULE:

Notice to Proceed by City: mid-February 2022

Survey, Potholing, and Geotechnical Data by City: Early March 2022

Predesign – 12 weeks from NTP

Final Design, Plans, Specifications and Standard details– 24 weeks after approval of PDR by City.
(front end bid documents and bidding by City)

EXHIBIT B - Compensation

Billing Rates for Years 2023 to 2025 (from Jan 1 to Dec 31st of each Year)

| Classification | 2023 | 2024 | 2025 |
|---|-------|-------|-------|
| Entry level or Intern | \$75 | \$78 | \$81 |
| Global Design Center staff | \$90 | \$93 | \$96 |
| Engineering/Environmental Tech 1 | \$94 | \$98 | \$101 |
| Engineering/Environmental Tech 2 | \$107 | \$111 | \$115 |
| Office/Clerical/Accounting | \$110 | \$114 | \$118 |
| Staff Engineer 1* | \$143 | \$148 | \$153 |
| Engineering/Environmental Tech 3 | \$143 | \$148 | \$153 |
| Staff Engineer 2* | \$165 | \$171 | \$177 |
| Engineering/Environmental Tech 4 | \$165 | \$171 | \$177 |
| Associate Engineer* | \$186 | \$192 | \$198 |
| Engineering/Environmental Tech 5 | \$193 | \$200 | \$206 |
| Project Engineer*/Associate Project Manager | \$228 | \$236 | \$244 |
| Engineer Specialist*/Project Manager | \$258 | \$266 | \$274 |
| Sr. Technologist*/Sr. Project Manager | \$282 | \$291 | \$300 |
| Principal Technologist*/Principal Project Manager | \$315 | \$325 | \$335 |

Notes: This fee estimate assumes all work is completed by December 2025. Any work completed after the above date shall be subject to the new billing rates not exceeding 5%. The above billing rates apply for consultant staff located in any office. Costs for individual tasks may be less than the total for each task. However, the total fee shall not exceed the fee authorized by the City without City's written directive.

EXHIBIT B (Two Pages)
FEE ESTIMATE FOR DESIGN SERVICES FOR CITY OF TRACY RECYCLED WATER SYSTEM EXPANSION PROJECT--RECYCLED WATER PIPELINES

| Task Description | Principal in Charge | Project Manager | Corrosion Specialist | Permitting Specialist | Senior Reviewer - Pipelines | Senior Reviewer - Tunneling | Senior Reviewer - Hydraulic/Surge | Senior Reviewer - Corrosion | Senior Reviewer - Structural | Senior Reviewer - Site | Geotechnical/Tunneling | Cost Estimator | Water | CAD Technician 3 | Global Design Center Staff | Office Support | Total Hours | CH2M HILL Labor | Expenses (includes 10% Markup) | Subcontractor (includes 10% Markup) | Total Fee (\$) |
|--|---------------------|-----------------|----------------------|-----------------------|-----------------------------|-----------------------------|-----------------------------------|-----------------------------|------------------------------|------------------------|------------------------|----------------|-------|------------------|----------------------------|----------------|-------------|-----------------|--------------------------------|-------------------------------------|----------------|
| Task 1 Preliminary Design | \$315 | \$282 | \$258 | \$282 | \$315 | \$282 | \$282 | \$282 | \$228 | \$258 | \$228 | \$193 | \$193 | \$143 | \$90 | \$110 | | | | | |
| 1.1 Pipeline Alignment Verification | | 8 | | 8 | | | | | | | 80 | | 96 | 16 | | 15 | 204 | \$ 40,768 | \$ 2,040 | \$ - | \$ 42,808 |
| 1.2 Field Visits and Visual Observations | | 24 | | 16 | | 24 | | | | | 24 | | 24 | | | | 112 | \$ 26,856 | \$ 1,350 | \$ - | \$ 28,206 |
| 1.3 Draft Preliminary Design | 12 | 24 | 16 | 8 | 8 | 8 | 6 | 4 | 6 | | 8 | 32 | 160 | 200 | | 16 | 508 | \$ 94,572 | \$ 4,730 | \$ - | \$ 99,302 |
| 1.4 Final Preliminary Design | 24 | 40 | 32 | 4 | 4 | 4 | 4 | 4 | 4 | | 16 | 40 | 120 | 140 | | 24 | 488 | \$ 93,032 | \$ 4,660 | \$ - | \$ 97,692 |
| 1.5 Hydraulic Modeling | | 16 | | | | | | | | | | | 40 | | | | 64 | \$ 14,488 | \$ 730 | \$ - | \$ 15,218 |
| 1.6 Traffic Signal Looks | | 24 | | | | | | | | 16 | | | 80 | | | | 120 | \$ 26,336 | \$ 1,320 | \$ 55,000 | \$ 82,656 |
| 1.7 Prepare Construction Permit Packages | 24 | 40 | | | | | | | | | 120 | | 140 | | | | 324 | \$ 73,220 | \$ 3,670 | \$ - | \$ 76,890 |
| 1.8 Geotechnical Review | | | | | | | | | | | 80 | | 80 | | | | 80 | \$ 18,240 | \$ 920 | \$ - | \$ 19,160 |
| Subtotal Task 1 | 60 | 176 | 48 | 36 | 12 | 10 | 18 | 8 | 34 | 24 | 308 | 72 | 560 | 356 | | 56 | 1878 | \$ 387,512 | \$ 19,420 | \$ 55,000 | \$ 461,932 |
| Task 2 Final Design | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Engineering Design and | 40 | 48 | 32 | | | | | | | | 40 | | 300 | 300 | 199 | 40 | 999 | \$ 166,822 | \$ 8,340 | \$ - | \$ 174,962 |
| 2.2 Quality Control and Senior | | | | | 16 | 16 | | 16 | 16 | 16 | | | 8 | | | | 86 | \$ 22,720 | \$ 1,140 | \$ - | \$ 23,860 |
| 2.3 Engineering Design and | 30 | 32 | 24 | | | | | | | | 12 | 120 | 200 | 240 | 300 | 40 | 999 | \$ 154,862 | \$ 7,750 | \$ - | \$ 162,612 |
| Project Specifications and Standard Details (60% Completion) | 24 | 32 | 12 | 80 | | | | | | | 12 | | 120 | 80 | 100 | 40 | 500 | \$ 92,976 | \$ 4,650 | \$ - | \$ 97,626 |
| Quality Control and Senior Review 60% Design | | | | | 24 | 24 | | 24 | 24 | 24 | | | | | | 8 | 128 | \$ 33,640 | \$ 1,690 | \$ - | \$ 35,330 |
| 2.5 Engineering Design and | 24 | 16 | 8 | | | | | | | | 12 | 80 | 150 | 120 | 100 | 60 | 580 | \$ 95,952 | \$ 4,800 | \$ - | \$ 100,752 |
| Project Specifications and Standard Details (90% Completion) | 16 | 16 | 8 | | | | | | | | 8 | | 80 | 80 | 120 | 32 | 360 | \$ 54,640 | \$ 2,740 | \$ - | \$ 57,380 |
| Quality Control and Senior Review 90% Design | | | | | 20 | 20 | | 20 | 20 | 20 | | | | | | 8 | 106 | \$ 28,180 | \$ 1,410 | \$ - | \$ 29,590 |
| 2.8 Engineering Design and | 16 | 32 | 12 | | | | | | | | 8 | 66 | 133 | 120 | 160 | 24 | 571 | \$ 91,591 | \$ 4,580 | \$ - | \$ 96,171 |
| Project Specifications and Standard Details (Final) | 30 | 40 | 16 | | | | | | | | 8 | | 80 | 80 | 120 | 40 | 414 | \$ 68,762 | \$ 3,440 | \$ - | \$ 72,202 |
| 2.10 Standard Details (Final) | 180 | 216 | 112 | 80 | 60 | 60 | - | 60 | 60 | 60 | 100 | 286 | 1,073 | 1,020 | 1,099 | 300 | 4,745 | \$ 809,965 | \$ 40,540 | \$ - | \$ 850,505 |
| Subtotal Task 2 | 32 | 100 | | | | | | | | | | | | | | 96 | 228 | \$ 48,940 | \$ 2,450 | \$ - | \$ 51,290 |
| Task 3 Project Administration | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Project and Staff | 60 | 80 | | | | | | | | | | | | | | | 18 | \$ 49,740 | \$ 2,490 | \$ - | \$ 52,230 |
| 3.2 Review Meetings and Workshops | 112 | 180 | | | | | | | | | | | | | | 114 | 406 | \$ 98,560 | \$ 4,940 | \$ - | \$ 103,500 |
| Subtotal Task 3 | 16 | 16 | | | | | | | | | 8 | | 16 | 16 | 8 | 8 | 64 | \$ 15,344 | \$ 770 | \$ - | \$ 16,114 |
| Task 4 Bid Phase Services | | | | | | | | | | | | | | | | | | | | | |
| 4.1 Pre-Bid Conference | 8 | 20 | | | | | | | | | | | 24 | 18 | | | 16 | \$ 17,126 | \$ 860 | \$ - | \$ 17,986 |
| 4.2 Prepare Addenda | 8 | 16 | | | | | | | | | | | 8 | 8 | | | 8 | \$ 9,456 | \$ 477 | \$ - | \$ 9,933 |
| 4.3 Bid Opening and | 32 | 52 | | | | | | | | | | | 48 | 18 | | | 32 | \$ 41,926 | \$ 2,117 | \$ - | \$ 44,043 |
| Subtotal Task 4 | 384 | 624 | 160 | 116 | 72 | 70 | 18 | 68 | 94 | 84 | 416 | 388 | 1,781 | 1,394 | 1,089 | 502 | 7,220 | \$ 1,937,963 | \$ 67,017 | \$ 55,000 | \$ 1,460,000 |
| TOTAL | | | | | | | | | | | | | | | | | | | | | |

FEE ESTIMATE FOR SDC SERVICES FOR CITY OF TRACY RECYCLED WATER SYSTEM EXPANSION PROJECT-RECYCLED WATER PIPELINES

| Task Description | Principal In Charge | Sr. Project Manager | Corrosion Specialist | Permitting Specialist | Geotechnical/Tunneling | Pipeline Design - Recycled Water | CAD Technician 3 | Global Design Center Staff | Office Support | Total Hours | CH2M HILL Labor | Expenses (Includes 10% Markup) | Subcontractor (Includes 10% Markup) | Total Fee (\$) |
|---|---------------------|---------------------|----------------------|-----------------------|------------------------|----------------------------------|------------------|----------------------------|----------------|--------------|-------------------|--------------------------------|-------------------------------------|-------------------|
| Task 5 Services During Construction | | | | | | | | | | | | | | |
| 5.1 Pre-construction Meeting (Year 2024) | 8 | 14 | | | | 12 | | | 4 | 38 | \$ 9,530 | \$ 480 | \$ - | \$ 10,010 |
| 5.2 Review & Respond to Submittals (Year 2024) | 16 | 24 | 24 | 16 | 16 | 80 | | | 16 | 192 | \$ 45,312 | \$ 2,270 | \$ 5,000 | \$ 52,582 |
| Review & Respond to Submittals (Year 2025) | 12 | 24 | 12 | 8 | 8 | 60 | | | 16 | 140 | \$ 32,660 | \$ 1,640 | \$ 4,000 | \$ 38,300 |
| 5.2 Review & Respond to RFI's (Year 2024) | 16 | 24 | 24 | 16 | 16 | 80 | | | 16 | 192 | \$ 45,312 | \$ 2,270 | \$ 3,000 | \$ 50,582 |
| Review & Respond to RFI's (Year 2025) | 12 | 24 | 12 | 8 | 8 | 60 | | | 16 | 140 | \$ 32,660 | \$ 1,640 | \$ 2,000 | \$ 36,300 |
| 5.4 Issue Design Clarifications and Change Orders (Year 2024) | 8 | 16 | 8 | | 12 | 40 | 40 | 32 | 16 | 172 | \$ 30,936 | \$ 1,550 | \$ 2,000 | \$ 34,486 |
| Issue Design Clarifications and Change Orders (Year 2025) | 8 | 16 | 8 | | 12 | 32 | 33 | 32 | 16 | 157 | \$ 29,201 | \$ 1,470 | \$ 1,000 | \$ 31,671 |
| 5.5 Field Site Visits (Year 2024) | 16 | 24 | | | 40 | 40 | | | 8 | 88 | \$ 21,096 | \$ 1,060 | \$ 2,000 | \$ 24,156 |
| Field Site Visits (Year 2025) | 16 | 24 | | | 40 | 40 | | | 8 | 88 | \$ 21,744 | \$ 1,090 | \$ 1,000 | \$ 23,834 |
| 5.6 Record Drawings (2025) | 8 | 16 | | | 60 | 80 | 80 | 120 | 16 | 300 | \$ 45,488 | \$ 2,280 | \$ - | \$ 47,768 |
| 5.7 Project Management (2024) | 24 | 48 | | | | | | | 16 | 88 | \$ 23,592 | \$ 1,180 | | \$ 24,772 |
| Project Management (2025) | 24 | 48 | | | | | | | 16 | 88 | \$ 24,328 | \$ 1,211 | | \$ 25,539 |
| Subtotal | 168 | 302 | 88 | 48 | 72 | 504 | 153 | 184 | 164 | 1,683 | \$ 361,859 | \$ 18,141 | \$ 20,000 | \$ 400,000 |

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-026

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR PIPELINES DESIGN SERVICES FOR THE RECYCLED WATER SYSTEM EXPANSION PROJECT (CIP 74168) FOR A TERM OF FIVE (5) MONTHS AND A NOT TO EXCEED AMOUNT OF \$1,860,000

WHEREAS, in 2020, the City of Tracy completed a Recycled Water Project, funded by the State of California Proposition 84 Grant and City funds, which involved the construction of a recycled water pipeline and pump station as part of the City's Recycled Water Master Plan to replace landscape irrigation within the streets right-of-way, parks, schools and greenbelts from potable water to recycled water; and

WHEREAS, the California Department of Water Resources (DWR) has awarded an Urban and Multibenefit Drought Relief Grant to the City in the amount of \$20 million for a Recycled Water System Expansion Project; and

WHEREAS, proposed improvements under the project include the construction and extension of the recycled water transmission pipeline within the streets right-of-way and the construction of a new booster pump station; and

WHEREAS, the project will also increase surface water availability to the City and farmers in both the Tracy Subbasin and southern San Joaquin Valley via the CVP canal; and

WHEREAS, the design of the project is required to be completed no later than July 1, 2023, per the grant agreement between DWR and the City; and

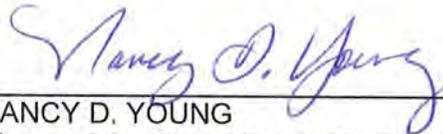
WHEREAS, on November 14, 2022, a Request for Proposal was posted on the City website; and

WHEREAS, one proposal was received on December 12, 2022, from CH2M HILL Engineers, Inc. for the project, and after careful review, the City has determined that CH2M HILL Engineers, Inc. demonstrates a high degree of relevant experience and past performance in completing projects of similar type, size, and complexity in a satisfactory manner; and now therefore be it

RESOLVED: that the City Council hereby approves a Professional Services Agreement with CH2M HILL Engineers, Inc. for pipelines design services for the Recycled Water System Expansion Project (CIP 74168) for a term of five (5) months and a not to exceed amount of \$1,860,000.

The foregoing Resolution 2023-026 was adopted by the Tracy City Council on February 7, 2023, by the following vote:

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



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



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

City of Tracy

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC., FOR THE LAMMERS ROAD PUMP STATION DESIGN SERVICES FOR THE RECYCLED WATER SYSTEMS EXPANSION PROJECT (CIP 74168)

This Amendment No. 1 (Amendment) to the Professional Services Agreement last executed on February 22, 2023 (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and CH2M Hill Engineers, Inc., a Delaware Corporation (Consultant)

Recitals

- A. On November 14, 2022, the City issued a Request for Proposals (RFP) for Design Services for the City of Tracy Recycled Water System Expansion Project (Project). On December 12, 2022, the Consultant submitted its proposal for Project to the City. The City determined that Consultant possessed the skills, experience and certifications required to provide the services.
- B. The City and Consultant entered into the Agreement for Pump Station Design Services for the Project, which was approved by City Council on February 7, 2023, under Resolution 2023-025.
- C. Due to the complexity of the pump station design, the City and Consultant wish to amend the Agreement by revising the scope of work as shown on Exhibit A-1 attached hereto, increasing the total contract amount by \$294,990.00 as shown on Exhibit B-1 attached hereto to a not-to-exceed amount of \$1,534,990.00, and modifying the term of the Agreement.

Now therefore, the parties mutually agree as follows:

1. Incorporation by Reference. Unless specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. By their signatures below, the parties hereto hereby ratify, approve, and confirm the Agreement remains in full force and effect. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. Terms of Amendment.

Scope: Section 1 is hereby amended and replaced in its entirety to read as follows:

“1. **Scope of Work.** Consultant shall perform the services described in Exhibits “A” and “A-1” attached hereto and incorporated herein by this reference (“Services”). The Services shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: Vijay Kumar, P.E.. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibits “A” and “A-1”, nor shall Consultant use or replace any subcontractor or subconsultant, without the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant.

Term: Section 2.1 is hereby amended and replaced in its entirety to read as follows:

“2.1 Term. The term of this Agreement shall begin on the date this Agreement is last executed, February 22, 2023, and automatically expired February 21, 2026, unless terminated in accordance with Section 6. Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

Compensation: Section 3.1 is hereby amended and replaced in its entirety to read as follows:

“Not-to-Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$1,534,990.00 dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. City will provide 30 day written notice to Consultant prior to termination. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibit B and Exhibit B-1 hereto, shall remain unchanged for the entire term 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 the Services 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. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. 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.

[SIGNATURE PAGE TO FOLLOW]

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

City of Tracy

CH2M HILL Engineers, Inc., a Delaware Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

By:  _____
Vijay Kumar, P.E.
Title: Business Vice President
Date: 03/26/2024

Attest:

Federal Employer Tax ID No. 32-0100027

By: _____
Adrienne Richardson, City Clerk

By: _____
Cheryl Rimas
Title: Assistant Secretary
Date: _____

Approved as to form;

By: _____
Bijal Patel, City Attorney

City of Tracy Recycled Water Expansion – Lammers Road Pump Station Project

Exhibit A-1 Revised Scope of Work

INTRODUCTION

The City of Tracy retained CH2MHILL in February 2023 to prepare pre-design, final design and construction documents for the proposed Lammers Road Pump Station project. Based on the RFP, the pump station elements included a booster pump station to pump recycled water from the proposed pump station and an outdoor exchange water pump station in a wet well.

After the start of the design, City modified the pump station purpose and added several elements that required additional engineering work and additional time. Also, there was a significant delay in obtaining survey, pothole and geotechnical report and these unanticipated delays caused significant delay to the design schedule of the Lammers Road Pump Station project. This scope of work revises the previous scope of work and revised scope of work that will be done in 2024 instead of 2023.

Task 1. Prepare Preliminary Design Report

Consultant will prepare a Preliminary Design Report (PDR) summarizing the results of the preliminary design effort and conclusions and submit the PDR to the City for review and approval. The purpose of the PDR is to lay the groundwork for the detailed design phase. The PDR will identify general arrangement of the proposed recycled water pump station near the intersection of Lammers Road and Schulte Road and will provide details of major features of pump station such as intake from BBID upper canal, pumping capacities, configuration of pumps, power requirements and electrical and control requirements. This report will also identify how the proposed pump station is to be connected to the City's existing SCADA system. The PDR will define other project components such as connection to proposed 24-inch recycled water line along Lammers Road and proposed additional recycled water pipelines to Zone B, rights of way requirements, cost estimation methodology, and will also identify permit requirements. All pipeline work associated with the pump station will terminate at the boundary of the pump station site. Any additional environmental assessments or studies required to construct the project is excluded from this scope of work.

The PDR will include development of design criteria necessary to proceed with the final design of the pump station and it will be based on the following activities conducted by the Consultant:

- Site reconnaissance, including assembling a photographic record of the pump station site.
- Review of existing information (if any)
- Project site visit to review existing site condition, utility layout, power supply provisions, and access to BBID canal.
- Review of existing drawings/plans and geotechnical reports for existing utilities and surrounding conditions, and existing improvement/facilities for adjacent properties and roadways within the Project area.
- Review of utility and civil plans of the pump station to locate planned utilities, connection points and other facilities.
- Identification and resolution of the known point(s) of conflict related to the new improvements.

- Define requirements for radio study and a line-of-sight study to determine the design requirements for a new radio connection between the Lammers Road Recycled Water Pump Station (RWPS) and the WWTP.
- Coordination with permitting agencies and utility companies including PG&E and City's Building Department.
- Identification of construction permits required to construct the Project.

Subtask 1.1: Surge Analysis

Since the pump station is pumping to higher elevations, there is risk of damage to the pipeline if there is a power failure when pumps are running. The Consultant will prepare a surge analysis based on the information provided by the pipeline consultant. Based on the results of the surge analysis, Consultant may suggest surge tank or combination air release/vacuum (CARV) at the recommended location.

Subtask 1.2: BBID Intake Pre-Design

City of Tracy would like to use the Lammers Road Recycled Water Pump Station to withdraw water from the BBID upper canal and send the irrigation water from the BBID upper canal to the Delta Mendota Canal through the recycled water pipeline. Since the Lammers Road recycled water pump station is a booster pump station, there is a need to design and construct a gravity intake structure to withdraw irrigation water from the BBID upper canal.

Consultant will coordinate with the City to design a gravity intake on the north side of the Lammers Road pump station. It is assumed no screening is required since BBID water is already pumped from the Delta and a gravity pipe with control gates or valves will be installed between the BBID canal and a new wet well inside the fenced area of Lammers Road pump station.

Subtask 1.3: BBID Water Pump Station Pre-Design

As previously described, the Lammers Road pump station is a booster pump station that uses the existing force main along Lammers Road and increases the pressure to pump recycled water to DMC. The pumps at the proposed Lammers Road pump station are split case horizontal centrifugal pumps to boost pressure. Since the City of Tracy is planning to withdraw water from the BBID canal using a gravity pipe, there is a need to design and construct a separate wet well and pump station to pressurize water. These pumps are vertical turbine pumps with soft starters to minimize the electrical load during startup of pumps.

Consultant will design a wet well to receive BBID irrigation water by a gravity pipe. It will be an outdoor wet well with no cover and protected by handrails. City indicated the preference to house vertical turbine pumps inside the pump station building. In addition, City identified two pumps are needed now and two additional pumps in the future. Therefore, pump station building will be expanded to house four vertical Turbine pumps and design details will be completed for two vertical pumps and space will be reserved for two future vertical turbine pumps. All electrical and instrumentation associated with the vertical turbine pumps will be housed within the pump station building. A flow meter will be installed on the force main to measure BBID irrigation water quantity.

The PDR will describe special construction issues such as associated permit requirements, results of geotechnical reconnaissance, preliminary design criteria and preliminary schedule.

The PDR will contain technical memoranda prepared during the preliminary design task, as well as the following:

- Preliminary pump station layout plans and schematic details.
- General design criteria, such as pump selection, pump and pipe materials, control requirements, thrust restraint, air/vacuum valve locations, electrical switchgear selection, pipe trenching requirements, and cathodic protection systems (if required) and assessment of power supply.
- Recommended staging area requirements and locations.
- Evaluation of native material for trench backfill.
- List of permits required and approximate schedule to obtain them.
- High level Project schedule.

The Draft PDR will summarize decisions made during the preliminary design task. Upon resolution of the City's review comments, the preferred design details will be selected, and the Final PDR will be prepared. City will coordinate with land owner for construction and permanent easement. City will also coordinate with BBID to develop operations strategy such as when to withdraw water and how to communicate it to BBID during the operation of the exchange water pump station.

Once the power supply requirements for the pump station have been finalized, Consultant will prepare an application for submission to PG&E by the City of Tracy requesting PG&E to start their design to provide power supply for the purpose of Lammers Road RWPS.

The Consultant will prepare supporting documentation required for Building permit application. The Utilities Department of the City of Tracy will submit the Building permit application to the San Joaquin County's Building Department seeking approval for construction of the Lammers Road RWPS. City will pay all permit and processing fees directly to the approving agencies (such as PG&E, BBID, San Joaquin County) including any additional charges by the approving agency for their staff time.

Deliverables:

- Draft and Final PDR
- Permitting package

Assumptions:

- The data from the pipeline routing study and hydraulic design (completed by pipeline project) will be used for pump selection and pumping system design, which are fundamental to the PDR.
- All survey data including property boundaries and geotechnical data will be made available by the City and no further surveys and geotechnical investigation are required for pump station site.
- Easement and associated right of way acquisition outside the existing pump station site boundary are excluded.

Task 2. Prepare Final Design Drawings and Specifications

Following the City's approval of the Final PDR, the Consultant will commence final design of the Project. The final design package includes design calculations, technical specifications, plans, and construction cost estimates. Final designs will be developed in 30, 60, 100 percent

design stages. Design drawings will be developed using CAD format with City title blocks and will conform to City CAD standards.

Major elements of the Pump Station Project include

- Update Site layout to allow Change of Exchange water pumps from outdoor pump station to inside the pump station building.
- Pre-design and final design of Four Exchange water pumps instead of two.
- Final Exchange water PS capacity change from 21 to 25.9 MGD.
- Chemical dosing system required for discharging recycled water into the DMC.
- Chemical dosing system change from Sodium Bisulfite to Calcium Thiosulfate.
- Additional structural calculations for Change in building wall thickness from 8-inches to 12 inches due to height and additional loads from the Roof.
- Change in Building dimensions and Change in Building Design to accommodate Vertical Turbine pumps inside the building.
- Addition of floor drains after a developer proposed to install a sewer line.
- Addition and removal of RW discharge to BBID canal.
- Change in alignment since City showed the new 24-inch water line through the pump station site and later removed the proposed 24-inch water main (Reference: email from Lemar Saffi on March 9, 2023).
- Delay in Survey and Geotechnical data resulted in 40% of the design in 2024 instead of 2023 rates.
- Redesign of PLC and Control System to send separate control signals to WWTP and WTP.
- Addition of Controls and PLC to send separate control signals to WWTP and WTP.
- Additional spec modifications to allow City's preferred Systems Integrator to complete the SCADA work.
- Additional Foundation and footing details to allow Vertical Turbine pumps.
- Additional design time to assess constructability of deep excavation close to property lines and structures near the pumping plant foundation.
- Added Sky roof and removable panels to allow removal of VT pumps.
- Added extensive ventilation system due to dissipate heat generated by Vertical turbine pumps.
- Added false ceiling to the electrical room to minimize air conditioning volume (due to vertical turbine pumps, building height increased substantially).
- Due to increased roof truss spacing required for large sky roofs, and associated additional roof loads, roof truss has been changed from wood to Steel.
- Addition of central air conditioning system to account for additional heat generated by the additional electrical system components such as switchboards and PLCs.
- Addition of permeable pavement system due to increase in building footprint.
- Addition of stormwater detention basis due to increased impervious area.
- Addition of deep well and Rectifier on site plan that resulted in redesign of the site plan.
- Antenna tower of approximately 60 feet in height to transmit control signals. City will provide public outreach to address any issues with the installation of a tall antenna tower at the proposed location. City or its outside consultant will develop the required public outreach materials from the Engineering Drawings and no additional assistance is needed from the Consultant other than answers questions related to technical work.
- Any meeting related to public outreach with stakeholders is excluded from this scope of work.

This task will comprise of following subtasks:

Subtask 2.1: Prepare 30, 60, and 100 percent design drawings and specifications

- General drawings
- Civil plans including site, utility, grading, drainage, survey controls, erosion control plans and hardscape plans
- Architectural plans including floor plans, roof details and exterior elevations
- Structural plans for required special structures consisting of plan views, sections, and details
- Mechanical plans showing pump station plan and sections, with required details and equipment and valve schedule
- Electrical plans including one-line diagrams, wiring diagrams and details and cable schedule
- Instrumentation and control (I&C) drawings, control philosophy for Lammers Road pump station
- Communication network and telemetry details, SCADA system integration and security system drawings
- Standard details

Design drawings will be submitted to the City for review and comments at each of the 30, 60, and 100 percent design completion stages. Comments received will be incorporated into the next planned deliverable. Comments not incorporated will be noted with an explanation as to why they are proposed to be modified or disregarded. Design drawings associated with permitting will be submitted to the applicable regulatory agencies and to other permitting agencies as required for review.

A virtual design review workshop will be arranged at each review stage for City's review of the updated designs and drawings. The Consultant will adjudicate the City's comments received during the workshop and will incorporate them into the next stage of design submission.

Subtask 2.2: Prepare 30, 60, and 100 percent Specifications

The Consultant will prepare technical specifications for review at the 30, 60, and 100 percent design stages. Technical specifications will be prepared in Microsoft Word file format, Arial 11-point font. Review copies of technical specifications will be provided in pdf format. Technical specifications will be compiled using the City's Contract Document template suitable for incorporation into the Lammers Road Pump Station project bidding documents to be prepared by the City. City will prepare all front-end Contract documents and Consultant will provide only technical specifications.

Subtask 2.3: Prepare and Update Opinion of Probable Cost

After completion of 60 and 100 percent designs, Consultant will prepare Opinion of probable construction cost for City's review along with design drawings and technical specifications.

Subtask 2.4: Final Construction/Bid Documents

Upon completion of City's review of 100 percent submittal of design drawings and specifications, final comments received from the City will be adjudicated and incorporated

into the Final for Construction documents. The project drawings and technical specifications will then be finalized as Final design and submitted as one set of Final for Construction documents consisting of technical specifications, drawings, and standard details ready for bidding. The Consultant will prepare and submit a high-level schedule for construction of the Lammers Road RWPS project.

Deliverables:

- Design packages at 30, 60, 100, and Final design milestones

Assumptions:

- Design drawings will be submitted in pdf electronic format.
- All permitting fees will be paid by the City to respective permitting agencies.
- Previously, City staff showed the NEI booster pump station as an example for the proposed Lammers Road recycled water pump station design. Therefore, it is assumed that fire sprinklers are not needed and it match NEI booster pump station design.

Task 3. Project Management

The Consultant will provide project management services for this scope of work described as the following subtasks.

Subtask 3.1: Progress Meetings

The Consultant will update the City's project manager monthly throughout the duration of the project. This report will include review of project progress, schedules, budgets, and deliverables. Monthly progress reports will be used to provide the City with an update to the status of the project and to provide the City and Consultant team an opportunity to disseminate information and develop project direction and consensus. The progress meetings or conference calls will also be used to resolve minor design issues that require City input and direction. An action item list and a decision log will also be maintained to help document design-related action items as well as design decisions reached during each of these conference calls.

Subtask 3.2: Manage Project Team and Activities

The Consultant will provide the following throughout the duration of the project:

- Records Management: This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- Coordination: This will comprise of Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- Staff Management: This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.
- Meeting Preparation: This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.
- Preparation of revised scope of work.
- Extended project management duration during design from January 2024 to August 2024

Deliverables:

- Monthly design progress report
- Decision log
- Action item log
- Monthly invoices

Assumptions:

City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Task 4. Bid Phase Services

The Consultant will attend and conduct, in conjunction with the City, one (1) pre-bid conference meeting at the Project site. The Consultant will respond to bidders' questions and will assist the city to issue up to four addenda during the bid process. After opening of the bids, Consultant will participate in evaluation of bids and will tabulate bid results in a spreadsheet to facilitate City's selection and awarding of the construction contract. The Consultant will prepare one conformed set of bid documents. Questions and requests for information from the prospective bidders will be provided to the City and City will publish the addenda on its website.

Deliverables

- Conformed set of plans and technical specifications
- Responses to bid questions
- Bid tabulation document

Assumptions

- City will bid the project and supervise distribution of contract documents via City's website.
- The Consultant will prepare responses to up to bidder's questions and up to four (4) design clarifications. City will issue addenda to bid documents
- One engineering staff of Consultant will attend the pre bid conference.

Task 5. Services During Construction

The Consultant will provide the following services during construction described as subtasks.

Subtask 5.1: Attend Construction Meeting

The Consultant will participate one pre-construction meeting. Participation at the construction progress meetings will be as needed. This proposal assumes attendance at two meeting per month.

Deliverables

- The Construction Management team will prepare meeting minutes and distribute (no deliverables from the Consultant).

Assumptions

- MS Teams meetings will be used for majority of construction meetings and on-site presence is not required for every meeting.

Subtask 5.2: Design Support

This includes answering construction questions, reviewing submittals, and making interpretations and comments. The Consultant will perform technical reviews of initial technical submittals and start-up plans. Consultant's review of submittals will include comments, submittal review status (e.g., "No Exceptions Noted", "Make Corrections Noted", "Make Corrections Notes (Resubmit)", "Not Acceptable (Resubmit)"), and recommendations regarding deviations from the contract documents. The Consultant will complete review of submittal, provide comments, and return review comment sheet within 30 calendar days for normal submittals, after Consultant's receipt of a submittal. If the review cannot be completed within this period, Consultant will notify Construction Manager and provide reason for delay prior to the end of the specified period. The Consultant will submit review comments into the File / Document management system using project-specific template set up by City's Construction Manager (CM).

Deliverables

- Initial Submittal review comments

Assumptions

- Up to 85 initial technical submittals will be reviewed. An average effort of 5 hours of review time has been allowed per submittal for all disciplines.
- Contractor will deliver all submittals to the project CM in electronic format, and the CM will then email submittals to Consultant or place the submittal on an accessible File / Document management system. The Contractor assumes all costs and risk with providing submissions, in a timely manner, so as not to affect the submission review timeline. The CM has the responsibility of working with the Contractor for compliance with this requirement. Additional submittals or associated effort beyond what the proposal is based on will serve as basis for additional compensation.
- The CM will be responsible for quality control of submittals.
- Equipment O&M manuals are to be prepared and submitted by the Contractor and will be reviewed by CM and City for completeness. Review of O&M Manuals is not included in this proposal.
- Development of Standard Operating Practices (SOPs) for the system is not included in this proposal.
- Up to 40 technical resubmittals will require resubmittal reviews for the project. An estimated average effort of 4 hours of review time has been allowed per resubmittal for all disciplines.
- Repeated submission of contract submittals due to incompleteness by the Contractor or piecemeal submittals will serve as basis for additional compensation.
- Contractor will deliver resubmittals to the project CM initially, and the CM will then email submittals to Consultant or place the resubmittal on an accessible file management system. The Contractor assumes all costs and risk with providing re-submissions, in a timely manner, so as not to affect the submission review timeline. The CM has the responsibility to ensure that the Contractor complies with this requirement. Additional resubmittals or associated effort beyond what has been assumed herein will serve as grounds for additional compensation.

Subtask 5.3: Review RFI's and Change Orders

The Consultant will provide consultation and advice to clarify or interpret the intent of the contract documents for City and for the contractor. The Consultant will respond to RFI prepared

by the Contractor during construction. RFI responses will include supplementary drawings and specifications that may be required to assist City in communications with the Contractor. The Consultant will provide RFI responses directly into the file management system using a template created by the Project CM. Up to 50 RFIs will be reviewed and answered. An average of 4 hours has been allowed for each RFI for the lead discipline assigned to the RFI. Additional RFIs or associated effort beyond what has been assumed herein will serve as basis for additional compensation.

Deliverables

- RFI responses

Assumptions

- Up to 10 days are allowed to answer each RFI.

Subtask 5.4: Issue Design Clarifications and Change Orders

Design Clarifications will be issued in the case of the following:

- To provide additional clarification on the Contract Documents, when necessary, after responding to RFI raised by the Contractor.
- Modifications to the Contract Documents when requested by City.
- To assist the Construction Manager with the preparation of contract change order requests.

Any significant changes to or additions to the plans, specifications and cost estimates resulting from a change in scope or differing site conditions will be prepared at the direction of City. Such changes will be construed as a change to this Task Order proposal and additional compensation will be negotiated accordingly.

Deliverables

- Clarifications consisting of written responses to clarification requests by Contractor.
- Prepare change order plans, specifications, amendments, and cost estimates, as requested.

Assumptions

- Up to four Design Clarifications Memos (DCM) will be issued during the project.
- Additional effort beyond what has been assumed herein for changes initiated and directed by City or changes necessitated due to unforeseen conditions as verified by the Contractor during site excavation or site verification will serve as basis for additional compensation.

Subtask: 5.5 Site visits

The Consultant will conduct multiple site visits throughout the duration of the project. These are summarized as follows:

- Two site visits by the one staff from Consultant. One to occur during pump installation and the other to occur prior to completion and termination of the construction contract and before final payment, to participate in a pre-final inspection and assist City in preparing a construction deficiency (punch) list. Consultant proposes to have the Project Manager attend this meeting as well.
- One site visit by the Lead Electrical Engineer, Lead Civil Engineer, Lead Structural Engineer, and Lead Mechanical Engineer at key construction milestones as

identified by City.

- Six site visits by Consultant’s local Project Manager, to occur at key construction milestones as identified by the City over the entire duration of the construction phase.

Deliverables

- Field summary notes for each trip
- One set of consolidated punch-list items

Assumptions

- This proposal is based on a total of six (6) site visits required over the entire duration of the construction phase for discipline leads, each lasting eight (8) hours on site, plus additional time for travel.
- For Local Project Manager, each site visit is assumed to last four (4) hours on site, plus additional time for local travel.

Subtask 5.6: Prepare Record Drawings

Consultant will prepare record drawings based on redlines submitted by the Contractor and will submit as-built drawings to the City.

Deliverables

- Record drawings in pdf format

Assumptions

- Contractor will provide redline drawings in either Bluebeam or Adobe acrobat format.

Subtask 5.7: Project Management During SDC

Consultant will provide project management services for this scope of work as follows:

Progress Meetings

Consultant will update the City’s project manager monthly throughout the duration of the project. Consultant will provide the following throughout the duration of the project:

- Records Management: This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- Coordination: This will comprise of Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- Staff Management: This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.
- Meeting Preparation: This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.

Deliverables

- Monthly design progress report
- Monthly invoices

Assumptions

- City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Task 6. Optional Tasks

During the previous projects, the City has asked the Consultants to assist with the following services, which we include for your consideration:

- a. Factory Demonstration testing for Pumps and I & C systems
- b. Startup assistance during startup of pump station
- c. Preparation of Electronic O & M Manual for the operation of pump station

We have not provided costs for these optional tasks. Consultant will provide if requested.

SCHEDULE:

Notice to Proceed by City: mid-February 2023

Survey, Potholing, and Geotechnical Data by City: 2024

Pre-design – 12 weeks from NTP

Final Design, Plans, Specifications and Standard details– 16 weeks after approval of Amendment 1 by the City. (front end bid documents and bidding by City)

Services During Construction – Construction Start October 2024 and Construction end January 2026

Consultant has no control on the review schedule by PG&E and the San Joaquin County Building Permit Division and any delays caused by PG&E or the San Joaquin County will result in additional time and budget needed to complete the Final Bid Documents.

EXHIBIT B

CH2M HILL, a subsidiary of Jacobs

Billing Rates for Years 2024 to 2026 (from Jan 1 to Dec 31st of each Year)

| Classification | 2024 | 2025 | 2026 |
|--|-------------|-------------|-------------|
| Entry level or Intern | \$78 | \$81 | \$86 |
| Global Design Center staff | \$93 | \$96 | \$101 |
| Engineering/Environmental Tech 1 | \$98 | \$101 | \$107 |
| Engineering/Environmental Tech 2 | \$111 | \$115 | \$121 |
| Office/Clerical/Accounting | \$114 | \$118 | \$124 |
| Staff Engineer 1* | \$148 | \$153 | \$161 |
| Engineering/Environmental Tech 3 | \$148 | \$153 | \$161 |
| Staff Engineer 2* | \$171 | \$177 | \$186 |
| Engineering/Environmental Tech 4 | \$171 | \$177 | \$186 |
| Associate Engineer* | \$192 | \$198 | \$208 |
| Engineering/Environmental Tech 5 | \$200 | \$206 | \$217 |
| Project Engineer*/Associate Project Manager | \$236 | \$244 | \$257 |
| Engineer Specialist*/Project Manager | \$266 | \$274 | \$288 |
| Sr. Technologist*/Sr. Project Manager | \$291 | \$300 | \$315 |
| Principal Technologist*/Principal Project Manager | \$325 | \$335 | \$352 |

Important Notes: This fee estimate assumes all work is completed by December 2026. Any work completed after the above date shall be subject to the new billing rates not exceeding 5%. The above billing rates apply for consultant staff located in any office. Costs for individual tasks may be than the total for each task. However, the total fee shall not exceed the total fee authorized by the City without City's written directive.

EXHIBIT B-1

| Fee Estimate for Design Services for City Tracy Recycled Water Project Lammers Road Pump Station Design | | | | | | | | | | | | | | | |
|---|---|--|--|---|---|--|--------------------|-------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------------------|-------------|-----------|
| | | Principal Technologist/ Principal Project Manager | Principal Technologist/ Principal Project Manager | Sr. Technologist/Sr. Project Manager | Engineer Specialist*/Project Manager | Project Engineer*/Associate Project Manager | Associate Engineer | Staff Engineer 2* | Engineering/Env. Tech 5 | Engineering/Env. Tech 4 | Engineering/Env. Tech 4 | GID Engineering Support | Office/Clerical/ Accounting | Total Hours | Fee (\$) |
| | 2024 Billing Rates | \$325 | \$291 | \$291 | \$266 | \$192 | \$192 | \$171 | \$200 | \$171 | \$148 | \$93 | \$114 | | |
| Task | Description | | | | | | | | | | | | | | |
| 1 | Prepare Preliminary Design Report | | | | | | | | | | | | | | |
| | Draft Preliminary Design Report | 7 | 8 | 48 | 12 | 16 | 40 | 16 | 40 | 16 | 9 | 48 | 16 | 276 | \$ 53,610 |
| | Surge Analysis | | 16 | | | 200 | 40 | | | | | | | 256 | \$ 50,740 |
| | BBID Intake Pre-Design | 16 | 8 | 40 | 12 | 16 | 40 | 16 | 40 | 16 | 9 | 40 | 16 | 269 | \$ 53,460 |
| | BBID Water Pump Station Pre-Design | 16 | 8 | 48 | 12 | 16 | 60 | 16 | 40 | 16 | 9 | 80 | 16 | 337 | \$ 63,350 |
| | Final Preliminary Design Report | 7 | 8 | 32 | 12 | 16 | 32 | 16 | 32 | 16 | 9 | 24 | 16 | 220 | \$ 43,590 |
| 2 | PREPARE FINAL DESIGN DRAWINGS AND SPECIFICATIONS | | | | | | | | | | | | | | |
| | Engineering Design and Drawings (30% Completion) | 8 | 40 | 40 | 48 | 48 | 48 | 48 | 40 | 40 | 40 | 80 | 24 | 504 | \$ 96,230 |
| | Quality Control and Senior Review 30% Design | 24 | 16 | 8 | 8 | | | | | | | | | 56 | \$ 16,920 |

| | | | | | | | | | | | | | | | |
|--|--|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----------|
| | Engineering Design and Drawings (60% Completion) | 8 | 24 | 24 | 32 | 32 | 32 | 32 | 24 | 40 | 40 | 80 | 24 | 392 | \$ 70,580 |
| | Project Specifications and Standard Details (60% Completion) | 8 | 16 | 24 | 24 | 24 | 24 | 24 | 24 | 32 | 24 | 40 | 12 | 276 | \$ 52,860 |
| | Quality Control and Senior Review 60% Design | 24 | 16 | 8 | 8 | | | | | | | | | 56 | \$ 16,920 |
| | Engineering Design and Drawings (100% Completion) | 8 | 24 | 40 | 40 | 40 | 60 | 60 | 40 | 60 | 24 | 80 | 10 | 486 | \$ 91,720 |
| | Project Specifications and Standard Details (100% Completion) | 8 | 16 | 24 | 20 | 32 | 32 | 32 | 24 | 40 | 24 | 26 | 12 | 290 | \$ 56,300 |
| | Quality Control and Senior Review 100% Design | 16 | 16 | 16 | 16 | | | | | | | | | 64 | \$ 18,770 |
| | Engineering Design and Drawings (Final Completion) | 8 | 16 | 16 | 16 | 30 | 24 | 24 | 24 | 24 | 24 | 80 | 12 | 298 | \$ 51,910 |
| | Project Specifications and Standard Details (Final Completion) | 8 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 24 | 24 | 24 | 12 | 204 | \$ 39,510 |
| | Building Permit package and processing | 8 | 10 | 24 | 16 | 16 | 24 | 12 | | | | 20 | 8 | 138 | \$ 29,260 |
| | PG&E Power Connection Application | 8 | 10 | 12 | | | | | 40 | | | 2 | 8 | 80 | \$ 18,100 |
| | Update Site layout to allow Change of Exchange water pumps from outside to inside the pump station building. | 2 | | | 8 | 12 | 12 | 12 | 2 | 4 | 8 | 12 | | 72 | \$ 14,420 |
| | Pre-design and final design Four Exchange water pumps instead of two. | 2 | 8 | 8 | 8 | 12 | | 8 | 2 | 4 | 8 | 8 | | 68 | \$ 15,680 |
| | Final Exchange water PS capacity change from 21 to 25.9MGD. | 2 | 4 | 8 | 8 | 12 | 12 | 12 | 2 | 4 | 8 | 12 | | 84 | \$ 18,050 |
| | Chemical dosing system required for | 2 | 6 | 4 | 8 | 12 | 8 | 12 | 2 | 4 | 8 | 8 | | 74 | \$ 16,170 |

| | | | | | | | | | | | | | | | |
|--|---|---|---|----|----|----|----|---|----|----|----|----|--|----|-----------|
| | discharging recycled water into the DMC. | | | | | | | | | | | | | | |
| | Chemical dosing system change from Sodium Bisulfite to Calcium Thiosulfate. | 2 | | | 12 | 12 | | | | 12 | 8 | 12 | | 58 | \$ 12,230 |
| | Additional structural calculations to Change in building wall thickness from 8-inches to 12 inches due to heigh and additional loads from the Roof | 2 | | 12 | 12 | 12 | | | | 12 | 8 | 12 | | 70 | \$ 15,720 |
| | Change in Building dimensions and Change in Building Design to accommodate Vertical Turbine pumps inside the building | 2 | 4 | 12 | | 12 | 12 | | 8 | 12 | 8 | 12 | | 82 | \$ 17,200 |
| | Addition of floor drains after a developer proposed to install a sewer line | 2 | 2 | 4 | 8 | 12 | | | 12 | 12 | 4 | 8 | | 64 | \$ 13,660 |
| | Addition and removal of RW discharge to BBID canal | 1 | 2 | 4 | 4 | | | | 4 | 8 | 12 | 8 | | 43 | \$ 8,500 |
| | Change in alignment since City showed the new 24-inch water line through the pump station site and later removed the proposed 24-inch water main (Reference: email from Lemar Saffi on March 9, 2023) | 2 | 4 | 4 | 12 | | | | 12 | 12 | 8 | 12 | | 66 | \$ 13,560 |
| | Redesign of PLC and Control System to send separate control signals to WWTP and WTP. | 2 | 8 | 8 | 12 | | | 8 | 12 | | 8 | 16 | | 74 | \$ 15,750 |
| | Addition of Controls and PLC to send separate control signals to WWTP and WTP | 2 | 4 | | 8 | 12 | 16 | | 12 | 12 | 8 | 16 | | 90 | \$ 18,080 |

| | | | | | | | | | | | | | | |
|--|---|---|----|----|----|----|----|----|----|----|----|--|-----|-----------|
| Additional spec modifications to allow City's preferred Systems Integrator to complete the SCADA work | 2 | | | | | | | | 12 | | 16 | | 30 | \$ 4,770 |
| Phase 1 project was bid as one package for both Pump Station and Pipeline. Later, City decided to split the entire project into two separate projects and two sets of bid documents were prepared. | 2 | | | | | | | | 12 | | 16 | | 30 | \$ 4,770 |
| Additional Foundation and footing details to allow Vertical Turbine pumps | 2 | | | 8 | 12 | 12 | | | 12 | | | | 46 | \$ 10,230 |
| Added Sky roof and removable panels to allow removal of VT pumps | 2 | 8 | 8 | | | | 12 | 12 | 12 | 8 | 12 | | 74 | \$ 14,830 |
| Added extensive ventilation system due to dissipate heat generated by Vertical turbine pumps | 4 | 8 | | 16 | 16 | 16 | | 24 | 12 | 10 | 24 | | 130 | \$ 26,350 |
| Added false ceiling to the electrical room to minimize air conditioning volume (due to vertical turbine pumps, building height increased substantially) | 2 | 8 | | | | 12 | 8 | 12 | 12 | 8 | 12 | | 74 | \$ 14,040 |
| Due to load from sky roof and load from people walking on the roof to open removable panels, roof truss has been changed from wood to Steel. | 2 | | 12 | | | 24 | | 24 | 12 | 8 | 12 | | 94 | \$ 17,750 |

| | | | | | | | | | | | | | | | |
|----------|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------|---------------------|
| | Addition of central air conditioning system to account for additional heat generated by the additional electrical system components such as switchboards and PLCs. | 4 | | 16 | | 12 | 8 | | 12 | | 8 | 12 | | 72 | \$ 14,580 |
| | Addition of permeable pavement system due to increase in building footprint | 2 | | | | | 12 | | | | 8 | 12 | | 34 | \$ 5,450 |
| | Addition of stormwater detention basin due to increased impervious area | 2 | | | | | 12 | | | | 12 | 12 | | 38 | \$ 6,140 |
| | Addition of deep well and Rectifier on site plan that resulted in redesign of the site plan | 2 | | | | | 11 | | | | 8 | 8 | | 29 | \$ 4,670 |
| | Preparation of additional scope of work | 6 | | 12 | | | | | | | | | 12 | 30 | \$ 4,610 |
| | Extended project management duration from Feb 2023 to November 2023, it was extended from Feb 2023 to May 2023 | 16 | | | | | | | | | | | 16 | 32 | \$ 1,490 |
| 3 | Project Management during Design | 40 | 60 | | | | | | | | | 1 | 22 | 123 | \$ 33,070 |
| 4 | Bid Services | | | | | | | | | | | | | 0 | |
| | Pre-Bid Conference | 12 | | | | | | | | | | | 4 | 16 | \$ 4,360 |
| | Prepare Addenda | 8 | 12 | 12 | 12 | 12 | | | | | | 18 | 4 | 78 | \$ 17,200 |
| | Bid Opening and Evaluation | 8 | | | | | | | | | | | 2 | 10 | \$ 2,830 |
| | Subtotal | 321 | 406 | 544 | 428 | 662 | 639 | 384 | 536 | 504 | 402 | 915 | 246 | 5987 | \$ 1,189,990 |

This is part of Exhibit B-1

| Fee Estimate for SDG Services for City Tracy Recycled Water Project Lammers Road Pump Station Design | | | | | | | | | | | | | | | | |
|--|---|---|---|---|--|--|--------------------|-------------------|-------------------------|-------------------------|----------------------------|--------------------------------|-------------|-------------------|-------------------|-------------------|
| | | Principal Technologist/ Principal Project Manager | Principal Technologist/ Principal Project Manager | Sr. Technologist/Sr. Project Manager | Engineer Specialist*/Project Manager | Engineer*/Associate Project Manager | Associate Engineer | Staff Engineer 2* | Engineering/Env. Tech 5 | Engineering/Env. Tech 4 | GID Engineering Support | Office/Clerical/ Accounting | Total Hours | | | |
| | 2024 Billing Rates | \$325 | \$291 | \$291 | \$266 | \$192 | \$192 | \$171 | \$200 | \$171 | \$93 | \$114 | | | | |
| | 2025 Billing Rates | \$335 | \$300 | \$300 | \$274 | \$198 | \$198 | \$177 | \$206 | \$177 | \$96 | \$118 | | | | |
| Task 5 | Description | | | | | | | | | | | | | Labor (\$) | Expense s (\$) | Total Fee (\$) |
| 5.1 | Pre-construction Meeting (Year 2024) | 8 | | 8 | | | | | | | | 2 | 18 | \$ 5,160 | \$ 260 | \$ 5,420 |
| 5.2 | Review & Respond to Submittals (Year 2024) | 8 | 16 | 32 | 40 | 48 | 48 | 48 | | | 16 | 4 | 260 | \$ 55,800 | \$ 2,790 | \$ 58,590 |
| | Review & Respond to Submittals (Year 2025) | 8 | 10 | 40 | 40 | 48 | 48 | 48 | | | 16 | 4 | 262 | \$ 58,160 | \$ 2,910 | \$ 61,070 |
| 5.2 | Review & Respond to RFI's (Year 2024) | 8 | 12 | 16 | 16 | 24 | 32 | 16 | 8 | 8 | 16 | 8 | 164 | \$ 33,860 | \$ 1,700 | \$ 35,560 |
| | Review & Respond to RFI's (Year 2025) | 4 | 16 | 16 | 12 | 12 | 32 | | | | 16 | 8 | 116 | \$ 25,420 | \$ 1,280 | \$ 26,700 |
| 5.4 | Issue Design Clarifications and Change Orders (Year 2024) | 8 | 8 | 40 | 16 | 20 | 32 | 16 | 32 | 16 | 24 | 8 | 220 | \$ 45,830 | \$ 2,300 | \$ 48,130 |
| | Issue Design Clarifications and Change Orders (Year 2025) | 8 | 8 | 20 | 16 | 20 | 20 | 16 | 24 | 8 | 12 | 4 | 156 | \$ 34,200 | \$ 1,710 | \$ 35,910 |
| 5.5 | Field Site Visits (Year 2024) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | | | 2 | 58 | \$ 14,060 | \$ 710 | \$ 14,770 |
| | Field Site Visits (Year 2025) | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | | 2 | 30 | \$ 7,370 | \$ 370 | \$ 7,740 |
| 5.6 | Record Drawings (2025) | 4 | 8 | 8 | 8 | | | 32 | | 40 | 90 | 6 | 196 | \$ 30,430 | \$ 1,530 | \$ 31,960 |
| 5.7 | Project Management (2024) | 16 | 12 | | | | | | | | | 8 | 36 | \$ 9,610 | \$ 490 | \$ 10,100 |
| | Project Management (2025) | 12 | 12 | | | | | | | | | 8 | 32 | \$ 8,570 | \$ 480 | \$ 9,050 |
| | Subtotal | 96 | 114 | 192 | 160 | 184 | 224 | 188 | 64 | 72 | 190 | 64 | 1548 | \$ 328,470 | \$ 16,530 | \$ 345,000 |

City of Tracy -- Professional Services Agreement with CH2M HILL Engineers, Inc.

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL Engineers, Inc.
for Lammers Road Pump Station Design
Services for the Recycled Water System Expansion Project (CIP 74168)**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and CH2M HILL Engineers, Inc., a Delaware Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform design services; and
- B. On November 14, 2022, the City issued a Request for Proposals (RFP) for Design Services for the City of Tracy Recycled Water System Expansion Project (**Project**). On December 12, 2022, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023- 025 approved by Tracy City Council on February 7, 2023.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Vijay Kumar, P.E. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
 - 2.1 **Term.** The term of this Agreement shall be shown in Exhibit A. Unless terminated in accordance with Section 6, this Agreement may be extended for an additional 1 year by the City Manager following a written determination that consultant has met the terms of this Agreement.

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

3.1 **Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$1,240,000.

No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the

completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

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

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

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

To City:
Director of Operations and Utilities
520 N. Tracy Blvd.
Tracy, CA 95376

To Consultant:
Vijay Kumar, P.E.
CH2M HILL Engineers, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: 2-22-23

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel for
Bijal M. Patel, City Attorney

Consultant CH2M HILL Engineers, Inc.
~~CH2M HILL, Inc.~~, a Delaware Corporation

By: Vija Kumar, P.E.

Title: Business Vice President

Date: 1/11/2023

Federal Employer Tax ID No. 32-0100027

By: Cheryl Rimas

Title: Assistant Secretary

Date: 1/26/2023

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

Task 1. Prepare Preliminary Design Report

Consultant will prepare a Preliminary Design Report (PDR) summarizing the results of the preliminary design effort and conclusions and submit the PDR to the City for review and approval. The purpose of the PDR is to lay the groundwork for the detailed design phase. The PDR will identify general arrangement of the proposed recycled water pump station near the intersection of Lammers Road and Schulte Road and will provide details of major features of pump station such as intake from BBID upper canal, pumping capacities, configuration of pumps, power requirements and electrical and control requirements. This report will also identify how the proposed pump station is to be connected to the City's existing SCADA system. The PDR will define other project components such as connection to existing 24-inch recycled water line along Lammers Road and proposed additional recycled water pipelines, rights of way requirements, cost estimation methodology, and will also identify permit requirements. Any additional environmental assessments or studies required to construct the project is excluded from this scope of work.

The PDR will include development of design criteria necessary to proceed with the final design of the pump station and it will be based on the following activities conducted by the Consultant:

- Site reconnaissance, including assembling a photographic record of the pump station site.
- Review of existing information (if any)
- Project site visit to review existing site condition, utility layout, power supply provisions, and access to BBID canal.
- Review of existing drawings/plans and geotechnical reports for existing utilities and surrounding conditions, and existing improvement/facilities for adjacent properties and roadways within the Project area.
- Review of utility and civil plans of the pump station to locate planned utilities, connection points and other facilities.
- Identification and resolution of the known point(s) of conflict related to the new improvements.
- Define requirements for radio study and a line-of-sight study to determine the design requirements for a new radio connection between the Lammers Road Recycled Water Pump Station (RWPS) and the WWTP.
- Coordination with permitting agencies and utility companies including PG&E and City's Building Department.
- Identification of construction permits required to construct the Project.

Subtask 1.1: Surge Analysis

Since the pump station is pumping to higher elevations, there is risk of damage to the pipeline if there is a power failure when pumps are running. The Consultant will prepare a surge analysis based on the information provided by the pipeline consultant. Based on the results of the surge analysis, Consultant may suggest surge tank or combination air release/vacuum (CARV) at the recommended location.

Subtask 1.2: BBID Intake Pre-Design

City of Tracy would like to use the Lammers Road Recycled Water Pump Station to withdraw water from the BBID upper canal and send the irrigation water from the BBID upper canal to the Delta Mendota Canal through the recycled water pipeline. Since the Lammers Road recycled water pump

station is a booster pump station, there is a need to design and construct a gravity intake structure to withdraw irrigation water from the BBID upper canal.

Consultant will coordinate with BBID to design a gravity intake on the north side of the Lammers Road pump station. It is assumed no screening is required since BBID water is already pumped from the Delta and a gravity pipe with control gates or valves will be installed between the BBID canal and a new wet well inside the fenced area of Lammers Road pump station.

Subtask 1.3: BBID Water Pump Station Pre-Design

As previously described, the Lammers Road pump station is a booster pump station that uses the existing force main along Lammers Road and increases the pressure to pump recycled water to DMC. The pumps at the proposed Lammers Road pump station is split case horizontal centrifugal pumps to boost pressure. Since the City of Tracy is planning to withdraw water from the BBID canal using a gravity pipe, there is a need to design and construct a separate wet well and pump station to pressurize water. These pumps are vertical turbine pumps with soft starters to minimize the electrical load during startup of pumps.

Consultant will design a wet well to receive BBID irrigation water by a gravity pipe and design two vertical turbine pumps located on top of the wet well using a concrete platform. It will be outdoor pump station with no cover. All electrical and instrumentation associated with the vertical turbine pumps will be housed within the pump station building. A flow meter will be installed on the force main to measure BBID irrigation water quantity.

The PDR will describe special construction issues such as associated permit requirements, results of geotechnical reconnaissance, probable easements (if any from BBID) that will need to be obtained, the preliminary design criteria and conclusions, preliminary schedule. The PDR will contain technical memoranda prepared during the preliminary design task, as well as the following:

- Preliminary pump station layout plans and schematic details.
- General design criteria, such as pump selection, pump and pipe materials, control requirements, thrust restraint, air/vacuum valve locations, electrical switchgear selection, pipe trenching requirements, and cathodic protection systems (if required) and assessment of power supply.
- Recommended staging area requirements and locations.
- Evaluation of native material for trench backfill.
- List of permits required and approximate schedule to obtain them.
- High level Project schedule.

The Draft PDR will summarize decisions made during the preliminary design task. Upon resolution of the City's review comments, the preferred design details will be selected, and the Final PDR will be prepared.

Once the power supply requirements for the pump station have been finalized, Consultant will prepare an application for submission to PG&E by the City of Tracy requesting PG&E to start their design to provide power supply for the purpose of Lammers Road RWPS.

The Consultant will prepare supporting documentation required for Building permit application. The Utilities Department of the City of Tracy will submit the Building permit application to the City's Building Department seeking approval for construction of the Lammers Road RWPS. City will pay all permit and processing fees directly to the approving agencies (such as PG&E, BBID, Tracy Building Division) including any additional charges by the approving agency for their staff time.

Deliverables:

- Draft and Final PDR
- Permitting package

Assumptions:

- The data from the pipeline routing study and hydraulic design (completed by pipeline project) will be used for pump selection and pumping system design, which are fundamental to the PDR.
- All survey data and geotechnical data will be made available by the City and no further surveys and geotechnical investigation are required for pump station site.
- Easement and associated right of way acquisition outside the existing pump station site boundary is excluded.

Task 2. Prepare Final Design Drawings and Specifications

Following the City's approval of the Final PDR, the Consultant will commence final design of the Project. The final design package includes design calculations, technical specifications, plans, and construction cost estimates. Final designs will be developed in 30, 60, 90 percent design stages. Design drawings will be developed using CAD format with City title blocks and will conform to City CAD standards.

This task will comprise of following subtasks:

Subtask 2.1: Prepare 30, 60, and 90 percent design drawings and specifications

- General drawings
- Civil plans including site, utility, grading, drainage, survey controls, erosion control plans and hardscape plans
- Architectural plans including floor plans, roof details and exterior elevations
- Structural plans for required special structures consisting of plan views, sections, and details
- Mechanical plans showing pump station plan and sections, with required details and equipment and valve schedule
- Electrical plans including one-line diagrams, wiring diagrams and details and cable schedule
- Instrumentation and control (I&C) drawings, control philosophy for Lammers Road pump station
- Communication network and telemetry details, SCADA system integration and security system drawings
- Standard details

Design drawings will be submitted to the City for review and comments at each of the 30, 60, and 90 percent design completion stages. Comments received will be incorporated into the next planned deliverable. Comments not incorporated will be noted with an explanation as to why they are proposed to be modified or disregarded. Design drawings associated with permitting will be submitted to the applicable regulatory agencies and to other permitting agencies as required for review.

A virtual design review workshop will be arranged at each review stage for City's review of the updated designs and drawings. The Consultant will adjudicate the City's comments received during the workshop and will incorporate them into the next stage of design submission.

Subtask 2.2: Prepare 30, 60, and 90 percent Specifications

The Consultant will prepare technical specifications for review at the 30, 60, and 90 percent design stages. Technical specifications will be prepared in Microsoft Word file format, Arial 11-point font. Review copies of technical specifications will be provided in pdf format. Technical specifications will be compiled using the City's Contract Document template suitable for incorporation into the Lammers Road Pump Station project bidding documents to be prepared by the City. City will prepare all front-end Contract documents and Consultant will provide only technical specifications.

Subtask 2.3: Prepare and Update Opinion of Probable Cost

After completion of 60 and 90 percent designs, Consultant will prepare Opinion of probable construction cost for City's review along with design drawings and technical specifications.

Subtask 2.4: Final Construction/Bid Documents

Upon completion of City's review of 90 percent submittal of design drawings and specifications, final comments received from the City will be adjudicated and incorporated into the Final for Construction documents. The project drawings and technical specifications will then be finalized as Final design and submitted as one set of Final for Construction documents consisting of technical specifications, drawings, and standard details ready for bidding. The Consultant will prepare and submit a high-level schedule for construction of the Lammers Road RWPS project. The Consultant will review and update 90% level opinion of probable construction costs per AACE guidelines.

Deliverables:

- Design packages at 30, 60, 90, and Final design milestones

Assumptions:

- Design drawings will be submitted in electronic format.
- All permitting fees will be paid by the City to respective permitting agencies.
- Previously, City staff showed the NEI booster pump station as an example for the proposed Lammers Road recycled water pump station design. Therefore, it is assumed that fire sprinklers are not needed, and it match NEI booster pump station design.

Task 3. Project Management

The Consultant will provide project management services for this scope of work described as the following subtasks.

Subtask 3.1: Progress Meetings

The Consultant will update the City's project manager monthly throughout the duration of the project. This report will include review of project progress, schedules, budgets, and deliverables. Monthly progress reports will be used to provide the City with an update to the status of the project and to provide the City and Consultant team an opportunity to disseminate information and develop project direction and consensus. The progress meetings or conference calls will also be used to resolve minor design issues that require City input and direction. An action item list and a decision log will also be maintained to help document design-related action items as well as design decisions reached during each of these conference calls.

Subtask 3.2: Manage Project Team and Activities

The Consultant will provide the following throughout the duration of the project:

- **Records Management:** This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- **Coordination:** This will comprise of Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- **Staff Management:** This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.
- **Meeting Preparation:** This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.

Deliverables:

- Monthly design progress report
- Decision log
- Action item log
- Monthly invoices

Assumptions:

City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Task 4. Bid Phase Services

The Consultant will attend and conduct, in conjunction with the City, one (1) pre-bid conference meeting at the Project site. The Consultant will respond to bidders' questions and will assist the city to issue up to four addenda during the bid process. After opening of the bids, Consultant will participate in evaluation of bids and will tabulate bid results in a spreadsheet to facilitate City's selection and awarding of the construction contract. The Consultant will prepare one conformed set of bid documents. Questions and requests for information from the prospective bidders will be provided to the City and City will publish the addenda on its website.

Deliverables

- Conformed set of plans and technical specifications
- Responses to bid questions
- Bid tabulation document

Assumptions

- City will bid the project and supervise distribution of contract documents via City's website.
- The Consultant will prepare responses to up to bidder's questions and up to four (4) design clarifications. City will issue addenda to bid documents
- One engineering staff of Consultant will attend the pre bid conference.

Task 5. Services During Construction

The Consultant will provide the following services during construction described as subtasks.

Subtask 5.1: Attend Construction Meeting

The Consultant will participate one pre-construction meeting. Participation at the construction progress meetings will be as needed. This proposal assumes attendance at two meeting per month.

Deliverables

- The Construction Management team will prepare meeting minutes and distribute (no deliverables from the Consultant).

Assumptions

- MS Teams meetings will be used for majority of construction meetings and on-site presence is not required for every meeting.

Subtask 5.2: Design Support

This includes answering construction questions, reviewing submittals, and making interpretations and comments. The Consultant will perform technical reviews of initial technical submittals and start-up plans. Consultant's review of submittals will include comments, submittal review status (e.g., "No Exceptions Noted", "Make Corrections Noted", "Make Corrections Notes (Resubmit)", "Not Acceptable (Resubmit)"), and recommendations regarding deviations from the contract documents. The Consultant will complete review of submittal, provide comments, and return review comment sheet within 30 calendar days for normal submittals, after Consultant's receipt of a submittal. If the review cannot be completed within this period, Consultant will notify Construction Manager and provide reason for delay prior to the end of the specified period. The Consultant will submit review comments into the File / Document management system using project-specific template set up by City's Construction Manager (CM).

Deliverables

- Initial Submittal review comments

Assumptions

- Up to 85 initial technical submittals will be reviewed. An average effort of 5 hours of review time has been allowed per submittal for all disciplines.
- Contractor will deliver all submittals to the project CM in electronic format, and the CM will then email submittals to Consultant or place the submittal on an accessible File / Document management system. The Contractor assumes all costs and risk with providing submissions, in a timely manner, so as not to affect the submission review timeline. The CM has the responsibility of working with the Contractor for compliance with this requirement. Additional submittals or associated effort beyond what the proposal is based on will serve as basis for additional compensation.
- The CM will be responsible for quality control of submittals.
- Equipment O&M manuals are to be prepared and submitted by the Contractor and will be reviewed by CM and City for completeness. Review of O&M Manuals is not included in this proposal.
- Development of Standard Operating Practices (SOPs) for the system is not included in this proposal.
- Up to 40 technical resubmittals will require resubmittal reviews for the project. An estimated average effort of 4 hours of review time has been allowed per resubmittal for all disciplines.

- Repeated submission of contract submittals due to incompleteness by the Contractor or piecemeal submittals will serve as basis for additional compensation.
- Contractor will deliver resubmittals to the project CM initially, and the CM will then email submittals to Consultant or place the resubmittal on an accessible file management system. The Contractor assumes all costs and risk with providing re-submissions, in a timely manner, so as not to affect the submission review timeline. The CM has the responsibility to ensure that the Contractor complies with this requirement. Additional resubmittals or associated effort beyond what has been assumed herein will serve as grounds for additional compensation.

Subtask 5.3: Review RFI's and Change Orders

The Consultant will provide consultation and advice to clarify or interpret the intent of the contract documents for City and for the contractor. The Consultant will respond to RFI prepared by the Contractor during construction. RFI responses will include supplementary drawings and specifications that may be required to assist City in communications with the Contractor. The Consultant will provide RFI responses directly into the file management system using a template created by the Project CM. Up to 50 RFIs will be reviewed and answered. An average of 4 hours has been allowed for each RFI for the lead discipline assigned to the RFI. Additional RFIs or associated effort beyond what has been assumed herein will serve as basis for additional compensation.

Deliverables

- RFI responses

Assumptions

- Up to 10 days are allowed to answer each RFI.

Subtask 5.4: Issue Design Clarifications and Change Orders

Design Clarifications will be issued in the case of the following:

- To provide additional clarification on the Contract Documents, when necessary, after responding to RFI raised by the Contractor.
- Modifications to the Contract Documents when requested by City.
- To assist the Construction Manager with the preparation of contract change order requests.

Any significant changes to or additions to the plans, specifications and cost estimates resulting from a change in scope or differing site conditions will be prepared at the direction of City. Such changes will be construed as a change to this Task Order proposal and additional compensation will be negotiated accordingly.

Deliverables

- Clarifications consisting of written responses to clarification requests by Contractor.
- Prepare change order plans, specifications, amendments, and cost estimates, as requested.

Assumptions

- Up to four Design Clarifications Memos (DCM) will be issued during the project.
- Additional effort beyond what has been assumed herein for changes initiated and directed by City or changes necessitated due to unforeseen conditions as verified by the Contractor during site excavation or site verification will serve as basis for additional compensation.

Subtask: 5.5 Site visits

The Consultant will conduct multiple site visits throughout the duration of the project. These are summarized as follows:

- Two site visits by the one staff from Consultant. One to occur during pump installation and the other to occur prior to completion and termination of the construction contract and before final payment, to participate in a pre-final inspection and assist City in preparing a construction deficiency (punch) list. Consultant proposes to have the Project Manager attend this meeting as well.
- One site visit by the Lead Electrical Engineer, Lead Civil Engineer, Lead Structural Engineer, and Lead Mechanical Engineer at key construction milestones as identified by City.
- Six site visits by Consultant's local Project Manager, to occur at key construction milestones as identified by the City over the entire duration of the construction phase.

Deliverables

- Field summary notes for each trip
- One set of consolidated punch-list items

Assumptions

- This proposal is based on a total of six (6) site visits required over the entire duration of the construction phase for discipline leads, each lasting eight (8) hours on site, plus additional time for travel.
- For Local Project Manager, each site visit is assumed to last four (4) hours on site, plus additional time for local travel.

Subtask 5.6: Prepare Record Drawings

Consultant will prepare record drawings based on redlines submitted by the Contractor and will submit as-built drawings to the City.

Deliverables

- Record drawings in pdf format

Assumptions

- Contractor will provide redline drawings in either Bluebeam or Adobe acrobat format.

Subtask 5.7: Project Management During SDC

Consultant will provide project management services for this scope of work as follows:

Progress Meetings

Consultant will update the City's project manager monthly throughout the duration of the project. Consultant will provide the following throughout the duration of the project:

- Records Management: This will comprise of maintaining of Project records, managing, and processing Project communications, coordinating Project administrative matters, and subcontractor information.
- Coordination: This will comprise of Conducting monthly internal coordination meetings to complete authorized work on schedule and within budget.
- Staff Management: This will comprise of Supervising and controlling activities of staff assigned to the Project. This will also include coordinating and scheduling appropriate staffing to meet Project requirements.

- Meeting Preparation: This will comprise of deciding for and coordinating periodic site visits and meetings with the City staff and Management.

Deliverables

- Monthly design progress report
- Monthly invoices

Assumptions

- City will coordinate internal review and provide one set of comments in electronic format for review decisions made during the meetings.

Task 6. Optional Tasks

During the previous projects, the City has asked the Consultants to assist with the following services, which we include for your consideration:

- a. Factory Demonstration testing for Pumps and I & C systems
- b. Preparation of Electronic O & M Manual for the operation of pump station

We have not provided costs for these optional tasks. Consultant will provide if requested.

SCHEDULE:

Notice to Proceed by City: mid-February 2022

Survey, Potholing, and Geotechnical Data by City: Early March 2022

Pre-design – 12 weeks from NTP

Final Design, Plans, Specifications and Standard details– 24 weeks after approval of PDR by City.
(front end bid documents and bidding by City)

EXHIBIT B – Compensation

Billing Rates for Years 2023 to 2025 (from Jan 1 to Dec 31st of each Year)

| Classification | 2023 | 2024 | 2025 |
|---|-------|-------|-------|
| Entry level or Intern | \$75 | \$78 | \$81 |
| Global Design Center staff | \$90 | \$93 | \$96 |
| Engineering/Environmental Tech 1 | \$94 | \$98 | \$101 |
| Engineering/Environmental Tech 2 | \$107 | \$111 | \$115 |
| Office/Clerical/Accounting | \$110 | \$114 | \$118 |
| Staff Engineer 1* | \$143 | \$148 | \$153 |
| Engineering/Environmental Tech 3 | \$143 | \$148 | \$153 |
| Staff Engineer 2* | \$165 | \$171 | \$177 |
| Engineering/Environmental Tech 4 | \$165 | \$171 | \$177 |
| Associate Engineer* | \$186 | \$192 | \$198 |
| Engineering/Environmental Tech 5 | \$193 | \$200 | \$206 |
| Project Engineer*/Associate Project Manager | \$228 | \$236 | \$244 |
| Engineer Specialist*/Project Manager | \$258 | \$266 | \$274 |
| Sr. Technologist*/Sr. Project Manager | \$282 | \$291 | \$300 |
| Principal Technologist*/Principal Project Manager | \$315 | \$325 | \$335 |

Notes: This fee estimate assumes all work is completed by December 2025. Any work completed after the above date shall be subject to the new billing rates not exceeding 5%. The above billing rates apply for consultant staff located in any office. Costs for individual tasks may be than the total for each task. However, the total fee shall not exceed the fee authorized by the City without City's written directive.

EXHIBIT B (TWO PAGES)
Fee Estimate for Design Services for City Tracy Recycled Water Project Lammers Road Pump Station Design

| Task Description | Principal Technologist/Principal Project Manager | Principal Technologist/Principal Project Manager | Sr. Technologist/Sr. Project Manager | Engineer/Associate Project Manager | Associate Engineer | Staff Engineer 2 | Engineering/Env. Tech 5 | Engineering/Env. Tech 4 | Engineering/Env. Tech 4 | Engineering/Env. Tech 4 | Office/Clerical Accounting | Total Hours | Labor (\$) | Expense (\$) | Fee (\$) |
|--|--|--|--------------------------------------|------------------------------------|--------------------|------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------------------|-------------|-------------------|------------------|-------------------|
| | | | | | | | | | | | | | | | |
| 2023 Billing Rates | \$315 | \$282 | \$282 | \$258 | \$186 | \$165 | \$193 | \$165 | \$143 | \$90 | \$110 | | | | |
| 1 Prepare Preliminary Design Report | | | | | | | | | | | | | | | |
| Draft Preliminary Design Report | 7 | 8 | 48 | 12 | 16 | 40 | 40 | 16 | 9 | 48 | 16 | 276 | \$ 51,880 | \$ 2,600 | \$ 54,480 |
| Surge Analysis | | 16 | | | 200 | 40 | | | | | | 256 | \$ 49,160 | \$ 2,460 | \$ 51,620 |
| BBID Intake Pre-Design | 16 | 8 | 40 | 12 | 16 | 40 | 40 | 16 | 9 | 40 | 16 | 269 | \$ 51,740 | \$ 2,590 | \$ 54,330 |
| BBID Water Pump Station Pre-Design | 16 | 8 | 48 | 12 | 16 | 80 | 40 | 16 | 9 | 80 | 16 | 337 | \$ 61,320 | \$ 3,070 | \$ 64,390 |
| Final Preliminary Design Report | 7 | 8 | 32 | 12 | 16 | 32 | 16 | 9 | 24 | 24 | 16 | 220 | \$ 42,180 | \$ 2,110 | \$ 44,290 |
| 2 PREPARE FINAL DESIGN DRAWINGS AND SPECIFICATIONS | | | | | | | | | | | | | | | |
| Engineering Design and Drawings (30% Completion) | 8 | 40 | 40 | 48 | 48 | 48 | 40 | 40 | 40 | 80 | 24 | 504 | \$ 93,120 | \$ 4,660 | \$ 97,780 |
| Quality Control and Senior Review 30% Design | 24 | 16 | 8 | 8 | | | | | | | | 56 | \$ 16,400 | \$ 820 | \$ 17,220 |
| Engineering Design and Drawings (60% Completion) | 8 | 24 | 24 | 32 | 32 | 32 | 24 | 40 | 40 | 80 | 24 | 392 | \$ 68,290 | \$ 3,420 | \$ 71,710 |
| Project Specifications and Standard Details (60% Completion) | 8 | 16 | 24 | 24 | 24 | 24 | 24 | 32 | 24 | 40 | 12 | 276 | \$ 51,150 | \$ 2,560 | \$ 53,710 |
| Quality Control and Senior Review 60% Design | 24 | 16 | 8 | 8 | | | | | | | | 56 | \$ 16,400 | \$ 820 | \$ 17,220 |
| Engineering Design and Drawings (90% Completion) | 8 | 24 | 40 | 40 | 40 | 60 | 40 | 60 | 24 | 80 | 10 | 486 | \$ 88,740 | \$ 4,440 | \$ 93,180 |
| Project Specifications and Standard Details (90% Completion) | 8 | 16 | 24 | 20 | 32 | 32 | 24 | 40 | 24 | 26 | 12 | 290 | \$ 54,470 | \$ 2,730 | \$ 57,200 |
| Quality Control and Senior Review 90% Design | 16 | 16 | 16 | 16 | | | | | | | | 64 | \$ 18,200 | \$ 910 | \$ 19,110 |
| Engineering Design and Drawings (Final Completion) | 8 | 16 | 16 | 16 | 30 | 24 | 24 | 24 | 24 | 80 | 12 | 298 | \$ 50,220 | \$ 2,520 | \$ 52,740 |
| Project Specifications and Standard Details (Final Completion) | 8 | 16 | 16 | 16 | 16 | 16 | 16 | 24 | 24 | 24 | 12 | 204 | \$ 38,230 | \$ 1,920 | \$ 40,150 |
| Building Permit package and processing | 8 | 10 | 24 | 16 | 16 | 24 | | | | 20 | 8 | 138 | \$ 28,340 | \$ 1,420 | \$ 29,760 |
| PG&E Power Connection Application | 8 | 10 | 12 | | | 40 | | | | 2 | 8 | 80 | \$ 17,510 | \$ 860 | \$ 18,390 |
| Project Management during Design | 40 | 60 | | | | | | | | | 16 | 116 | \$ 31,280 | \$ 1,570 | \$ 32,850 |
| 3 Bid Services | | | | | | | | | | | | 0 | | | |
| Pre-Bid Conference | 12 | | | | | | | | | | 4 | 16 | \$ 4,220 | \$ 220 | \$ 4,440 |
| Prepare Addenda | 8 | 12 | 12 | 12 | 12 | | | | | 18 | 4 | 78 | \$ 16,680 | \$ 840 | \$ 17,520 |
| Bid Opening and Evaluation | 8 | | | | | | | | | | 2 | 10 | \$ 2,740 | \$ 170 | \$ 2,910 |
| Subtotal | 250 | 340 | 432 | 304 | 514 | 472 | 384 | 324 | 236 | 642 | 212 | 4422 | \$ 852,270 | \$ 42,730 | \$ 895,000 |

Fee Estimate for SDC Services for City Tracy Recycled Water Project Lammers Road Pump Station Design

| Task 5 Description | Principal Technologist/Manager | | Principal Project Manager | | Sr. Technologist/Sr. Manager | | Engineer Specialist/Project Manager | | Engineer/Associate Engineer | | Staff Engineer 2* | | Engineering/Env. Tech 5 | | Engineering/Env. Tech 4 | | GID Engineering Support | | Office/Clerical/Accounting | | Total Hours | Labor (\$) | Expense (\$) | Fee Total (\$) |
|---|--------------------------------|------------|---------------------------|------------|------------------------------|------------|-------------------------------------|-----------|-----------------------------|------------|-------------------|-------------|-------------------------|------------------|-------------------------|--------|-------------------------|--------|----------------------------|------|-------------|------------|--------------|----------------|
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | | | | |
| 2024 Billing Rates | \$325 | \$291 | \$300 | \$300 | \$291 | \$266 | \$192 | \$171 | \$200 | \$171 | \$93 | \$114 | | | | | | | | | | | | |
| 2025 Billing Rates | \$335 | \$300 | \$300 | \$300 | \$274 | \$198 | \$177 | \$206 | \$177 | \$96 | \$118 | | | | | | | | | | | | | |
| 5.1 Pre-construction Meeting (Year 2024) | 8 | | | | 8 | | | | | | | | | | | | | | | | | | | |
| 5.2 Review & Respond to Submittals (Year 2024) | 8 | 16 | 32 | 40 | 48 | 48 | 48 | 48 | 48 | 16 | 16 | 4 | 260 | 2 | 18 | 5,160 | 2,790 | 58,590 | | | | | | |
| 5.2 Review & Respond to Submittals (Year 2025) | 8 | 10 | 40 | 40 | 48 | 48 | 48 | 48 | 48 | 16 | 16 | 4 | 262 | 4 | 262 | 58,160 | 2,910 | 61,070 | | | | | | |
| 5.2 Review & Respond to RFIs (Year 2024) | 8 | 12 | 16 | 16 | 24 | 32 | 16 | 8 | 8 | 16 | 16 | 8 | 164 | 8 | 164 | 33,860 | 1,700 | 35,560 | | | | | | |
| 5.2 Review & Respond to RFIs (Year 2025) | 4 | 16 | 16 | 12 | 12 | 32 | 16 | 32 | 16 | 16 | 16 | 8 | 116 | 8 | 116 | 25,420 | 1,280 | 26,700 | | | | | | |
| 5.4 Issue Design Clarifications and Change Orders (Year 2024) | 8 | 8 | 40 | 16 | 20 | 32 | 16 | 32 | 16 | 24 | 8 | 156 | 4 | 156 | 34,200 | 1,710 | 35,910 | | | | | | | |
| 5.4 Issue Design Clarifications and Change Orders (Year 2025) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 14,060 | 710 | 14,770 | | | | | | |
| 5.5 Field Site Visits (Year 2024) | 8 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 7,370 | 370 | 7,740 | | | | | | |
| 5.5 Field Site Visits (Year 2025) | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 30,430 | 1,530 | 31,960 | | | | | | |
| 5.6 Record Drawings (2025) | 4 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 9,610 | 480 | 10,090 | | | | | | |
| 5.7 Project Management (2024) | 16 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 8,570 | 480 | 9,050 | | | | | | |
| 5.7 Project Management (2025) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 8,570 | 480 | 9,050 | | | | | | |
| Subtotal | 96 | 114 | 192 | 160 | 184 | 224 | 188 | 64 | 72 | 190 | 64 | 1548 | \$ 328,470 | \$ 16,530 | \$ 345,000 | | | | | | | | | |

APPROVED AS TO FORM AND LEGALITY

Riano Daniel
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-025

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR DESIGN SERVICES AT THE LAMMERS ROAD PUMP STATION FOR THE RECYCLED WATER SYSTEM EXPANSION PROJECT (CIP 74168) FOR A TERM OF FIVE (5) MONTHS AND A NOT TO EXCEED AMOUNT OF \$1,240,000

WHEREAS, in 2020, the City of Tracy completed a Recycled Water Project, funded by the State of California Proposition 84 Grant and City funds, which involved the construction of a recycled water pipeline and pump station as part of the City's Recycled Water Master Plan to replace landscape irrigation within the streets right-of-way, parks, schools and greenbelts from potable water to recycled water; and

WHEREAS, the California Department of Water Resources (DWR) has awarded an Urban and Multibenefit Drought Relief Grant to the City in the amount of \$20 million for a Recycled Water System Expansion Project; and

WHEREAS, proposed improvements under the project include the construction and extension of the recycled water transmission pipeline within the streets right-of-way and the construction of a new booster pump station; and

WHEREAS, the project will also increase surface water availability to the City and farmers in both the Tracy Subbasin and southern San Joaquin Valley via the CVP canal; and

WHEREAS, the design of the project is required to be completed no later than July 1, 2023, per the grant agreement between DWR and the City; and

WHEREAS, on November 14, 2022, a Request for Proposal was posted on the City website; and

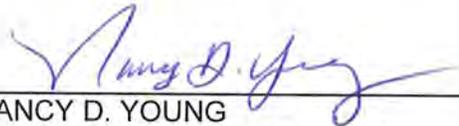
WHEREAS, one proposal was received on December 12, 2022, from CH2M HILL Engineers, Inc. for the project and after careful review, the City has determined that CH2M HILL Engineers, Inc. demonstrates a high degree of relevant experience and past performance in completing projects of similar type, size, and complexity in a satisfactory manner; and now therefore be it

RESOLVED: that the City Council hereby approves a Professional Services Agreement with CH2M HILL Engineers, Inc. for design services at the Lammers Road Pump Station for the Recycled Water System Expansion Project (CIP 74168) for a term of five (5) months and a not to exceed amount of \$1,240,000.

* * * * *

The foregoing Resolution 2023-025 was adopted by the Tracy City Council on February 7, 2023, by the following vote:

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



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



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

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR PIPELINE DESIGN SERVICES FOR THE RECYCLED WATER SYSTEM EXPANSION PROJECT, CIP 74168, TO REDUCE THE SCOPE OF WORK, EXTEND THE TERM TO FEBRUARY 21, 2026 WITH AN ADMINISTRATIVE OPTION TO EXTEND ONE YEAR, AND DECREASE THE TOTAL COMPENSATION BY \$294,990, TO A NOT-TO-EXCEED AMOUNT OF \$1,565,010.

WHEREAS, On November 14, 2022, the City issued a Request for Proposals (RFP) for design services for the Project; and

WHEREAS, On December 12, 2022, the CH2M HILL Engineers, Inc. submitted a proposal for pipeline design services for the Project; and

WHEREAS, On February 7, 2023, City Council approved two related PSAs with the Consultant for design services for the Project under Resolutions 2023-025 and 2023-026. One PSA for the Pipeline Design Services and one PSA for the Lammers Road Pump Station Design Services; and

WHEREAS, During the pre-design and final design stages of the Project, the City reduced the overall pipe length from 24,000 feet to approximately 15,000 feet, this revised pipeline alignment reduced the original scope of work by approximately 9,000 feet of pipe, allowing for a decrease in scope of work in the Agreement and in turn, compensation; and

WHEREAS, The amended Agreement term shall begin on February 22, 2023, and automatically expire on February 21, 2026, unless terminated in accordance with Section 6; and

WHEREAS, The result of the system infrastructure changes identified allows for the reduction of the not-to-exceed amount for the Pipeline Design Services PSA to \$1,565,010 and the increase of the not-to-exceed amount of the Pump Station Design Services PSA to \$1,534,990, both by \$294,990; and

WHEREAS, The Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval; an administrative extension of this Agreement by City Manager shall be limited to an additional term of one year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement; and

WHEREAS, The amended Agreement Not-to-Exceed amount is reduced by \$294,990 to a not-to-exceed amount of \$1,565,010; and

NOW, THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy find that the foregoing information is true and correct; and be it further

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc., for Pipeline Design services attached hereto as Attachment 1, reducing the scope of work, extending the term to February 21, 2026, and decreasing compensation by \$294,990, to a total not-to-exceed amount of \$1,565,010, and be it further

RESOLVED: That the City Manager is authorized to administratively extend the hereinafter amended Professional Services Agreement with CH2M Hill Engineers, Inc., for one additional 12-month term; and be it further

RESOLVED: That the Mayor is authorized to execute Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc., for Pipeline Design services attached hereto as Attachment 1,

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024 by the following vote:

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

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

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

ATTACHMENTS:

- (1) Amendment No. 1 to the Professional Services Agreement with CH2M Hill Engineers, Inc.

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC, FOR PUMP STATION DESIGN SERVICES FOR THE RECYCLED WATER SYSTEM EXPANSION PROJECT (PROJECT), CIP 74168, TO INCREASE THE SCOPE OF WORK, EXTEND THE TERM TO FEBRUARY 21, 2026 WITH AN ADMINISTRATIVE OPTION TO EXTEND ONE ADDITIONAL YEAR, AND INCREASE THE TOTAL COMPENSATION BY \$294,990 TO A NOT-TO-EXCEED AMOUNT OF \$1,534,990.

WHEREAS, On November 14, 2022, the City issued a Request for Proposals (RFP) for design services for the Project; and

WHEREAS, On December 12, 2022, the CH2M HILL Engineers, Inc. submitted a proposal for pump station design services for the Project; and

WHEREAS, On February 7, 2023, City Council approved two related PSAs with the Consultant for design services for the Project under Resolutions 2023-025 and 2023-026. One PSA for the Pipeline Design Services and one PSA for the Lammers Road Pump Station Design Services; and

WHEREAS, Due to the complexity of the pump station design, additional scope of work and an increase in total compensation are required by way of amendment to the Agreement; and

WHEREAS, The amended Agreement term shall begin on February 22, 2023, and will automatically expire February 21, 2026, unless terminated in accordance with Section 6 of the Agreement; and

WHEREAS, System infrastructure changes identified allows for the reduction of the not-to-exceed amount for the Pipeline Design Services PSA to \$1,565,010 and the increase of the not-to-exceed amount of the Pump Station Design Services PSA to \$1,534,990, both by \$294,990; and

WHEREAS, The amended Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval; an administrative extension of this Agreement by City Manager shall be limited to an additional term of one year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement; and

WHEREAS, The amended Agreement Not-to-Exceed amount is increased by \$294,990 to a not-to-exceed amount of \$1,534,990; and

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy finds above information is true and correct; and be it further

RESOLVED: That the City Council of the City of Tracy hereby approves Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc. for Pump Station Design Services attached hereto as Attachment 1, modifying the scope of work, modifying the Agreement term, and increasing the compensation by \$294,990, to the total not-to-exceed amount of \$1,534,990, and be it further

RESOLVED: That the City Manager is authorized to administratively extend the hereinafter amended Professional Services Agreement with CH2M HILL Engineers, Inc., for one additional 12-month term; and be it further

RESOLVED: That the Mayor is authorized to execute Amendment No. 1 to the Professional Services Agreement with CH2M HILL Engineers, Inc., for Pump Station Design Services attached hereto as Attachment 1.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

ATTACHMENTS:

- (1) Amendment No. 1 to the Professional Services Agreement with CH2M Hill Engineers, Inc.

Agenda Item 1.1

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Tracy City Center Association commencing May 1, 2024, and expiring December 31, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments with a maximum of five (5) years pursuant to the terms of the agreement.

EXECUTIVE SUMMARY

Per Bureau of Alcohol and Beverage Control (“ABC”) Regulations, City entities cannot be issued an ABC License. In furtherance of City goals of facilitating community-wide events while avoiding the obligation of purchasing and selling alcohol, staff is working with the Tracy City Center Association (“TCCA”) to allow TCCA to purchase and sell alcohol at City sponsored events.

Staff recommends City Council adopt a resolution approving the Concessions Agreement with TCCA attached hereto as Attachment A which coordinates several community events involving public sale and consumption of alcohol. The Concessions Agreement specifically pertains to several City community events scheduled for this year 2024 as further described in this report.

BACKGROUND AND LEGISLATIVE HISTORY

On May 1, 2023, the City entered into a Concession Services Agreement with TCCA authorizing TCCA to purchase and sell alcoholic and non-alcoholic beverages at City sponsored events and expired on December 31, 2023. TCCA kept all financial records associated with the concession sales and provided City staff with a quarterly report listing expenditures and revenues associated with the events. These events are not TCCA events in furtherance of TCCA’s obligations to improve the Downtown Tracy Community Benefit District in accordance with the Disbursement Agreement of 2016 and State law.

ANALYSIS

The Concessions Agreement defines the partnership and exchange of services between the City of Tracy and TCCA. By way of this agreement, TCCA is responsible to obtain an ABC permit and sell purchased alcohol and other food and beverages, maintain insurance, and coordinate distribution of the purchased alcohol and other food and beverages in a timely manner.

The Concessions Agreement provides for TCCA concessions of food and beverages, including alcoholic beverages at the following events for 2024:

Downtown Block Parties: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy’s five (5) block party events on Fridays, May 3, June 7, July 12, August 2, and September 6, 2024, from 6:00 p.m. to 9:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

Blues, Brews and BBQ: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy’s event on Saturday, October 5, 2024, from 12:00 p.m. to 6:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

Girls' Night Out – Witches and Broomsticks: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Friday, October 18, 2024, from 6:00 p.m. to 10:00 p.m. on east- and west-bound 6th Street between Central Avenue and D Street and at Front Street Plaza.

The events described in the Concession Agreement are City-sponsored events for which TCCA is being hired as an independent contractor to deliver concessionaire services. These events are not TCCA-events in furtherance of TCCA's obligations to improve the Downtown Tracy Community Benefit District in accordance with the Disbursement Agreement of 2016 and State law.

FISCAL IMPACT

The Parks, Recreation and Community Services Division will receive a flat rate of \$1,250.00 per event from the Concessionaire. The fee was calculated based off average sales of beverages sold from the past five years of these City events. The monthly revenue generated from the Concessionaire is to be allocated to the Community Events division budget.

STRATEGIC PLAN

This agenda item supports the City's Quality of Life Strategic Priority to provide an outstanding quality of life by enhancing the City's amenities and services to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Tracy City Center Association commencing May 1, 2024, and expiring December 31, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments with a maximum of five (5) years pursuant to the terms of the agreement.

Prepared by: Katie Akre, Recreation Program Coordinator

Reviewed by: Justin Geibig, Recreation Service Supervisor
Jolene Jauregui-Correll, Interim Parks, Recreation, and Community Services Director
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Kimberly Murdaugh, Interim Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Concession Agreement with Tracy City Center Association

**AGREEMENT FOR CONCESSION SERVICES BETWEEN
THE CITY OF TRACY AND TRACY CITY CENTER ASSOCIATION**

This **Concession Services Agreement** ("Agreement") is made between the **City of Tracy**, a municipal corporation ("City"), and **Tracy City Center Association**, a non-profit public benefit California Corporation, ("Concessionaire"). City and Concessionaire are referred to herein as "Party" or collectively, "Parties."

RECITALS

This Agreement is made with respect to the following facts and for the following purposes, which each of the parties acknowledge to be true and correct:

- a. The City hosts various special events for the public and requires concession services to provide beverages at such events.
- b. The City desires to have Concessionaire, and Concessionaire desires to provide, the sale of non-alcoholic and alcoholic beverages at such events.
- c. Alcoholic beverages shall only be served by Concessionaire personnel aged 21 or older. No alcohol shall be sold to a minor (any person under the age of 21). Concessionaire shall be responsible for verifying customer proof of age before selling any alcoholic product.
- d. Concessionaire shall obtain pre-approval from City for all types of products being served and sold.
- e. Concessionaire shall meet and practice all San Joaquin County Health Department standards and possess and display all necessary and valid health permits, sellers permit, and licenses including California Department of Alcoholic Beverage Control (ABC) license and mandatory training and certification if needed.
- f. Procurement procedures are not required for this Agreement pursuant to Tracy Municipal Code section 2.20.160.
- g. This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.080.
- h. The Parties acknowledge the mutual covenants of this Agreement relate to a City-event benefitting the general public, and may further Concessionaire's non-profit public objectives, but are not in furtherance of Concessionaire's separate obligations as the Owner's Association administering the Downtown Tracy Community Benefit District, pursuant to California Street & Highway Code 36500-600 et seq. and that certain 2016 Disbursement Agreement with the City.

Now, therefore, for good and valuable consideration of the mutual covenants and conditions set forth herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. TERM

This Agreement shall begin on May 1, 2024, and automatically expire without notice on December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement. To the extent authorized by City Council resolution or Tracy Municipal Code, this agreement may be extended in two-year increments with a maximum of five years from the original date by the City Manager following written determination that Concessionaire has satisfactorily met all requirements of this Agreement.

2. AGREEMENT FOR BEVERAGE SALES AT CONCESSION STAND

The City hereby grants to Concessionaire a non-exclusive right to sell non-alcoholic beverages and alcoholic beverages from concession stands and have at least (1) concession stand located in Front Street Plaza to members of the public in accordance with the terms of this Agreement. The City reserves the right to add additional concession stands as needed and contract with other food and beverage vendors.

3. BEVERAGE AND ALCOHOLIC BEVERAGE SALES OPERATIONAL REQUIREMENTS

In performing the services required by this Agreement, Concessionaire shall comply with the following operational requirements:

A. Requirements for All Events: Tracy Block Party Series, Blues, Brews, & BBQ, and Girls Night Out Events.

1) Location(s): On Front Street Plaza (6th Street in front of the Tracy Transit Station) or a similar City downtown street if the Front Street Plaza is unavailable approved in writing by the City, Concessionaire shall operate one or more concession stand and provide concession services for the following scheduled community events: Tracy Block Party Series (May 3, June 7, July 12, August 2, September 6), Blues, Brews, & BBQ (October 5), and Girls Night Out (October 18) (collectively, "Events"). City will provide at minimum one concession stand for Concessionaire to sell beverages, at locations to be determined by the City prior to each Event.

2) Concession Stand Operations: Concessionaire must comply with the following operational requirements for each Event:

- a) Concessionaire will be responsible for arranging qualified volunteers or personnel to staff concession stands at each City sponsored special event.
- b) Concessionaire will be solely responsible for the purchase of all beverages, disposable cups, and ice for resale at concession stands. Notwithstanding section B. (1), City will coordinate and secure different breweries for the Blues, Brews & BBQ event only and place orders of beer kegs through each brewery attending the event.
- c) City will make ice available for the concession stands at Concessionaire's written election due no later than seven days

before any particular Event. If so elected, Concessionaire representative will pick up ice for each Event at a designated location agreed upon by the Parties. The City will make available a City vehicle operated by a City employee for pick up and distribution of ice at times and locations determined by the City in advance. If a Concessionaire representative no-show during the allocated ice pick up time, the City may invoice Concessionaire for reimbursement of the ice and charge a penalty of \$250 per Event.

- d) The City will assist Concessionaire with the transportation of coolers to the Event location at a time and location agreed upon by both Parties at least one day prior to the Event date.
- e) Except for those items of equipment and services expressly offered by the City in the foregoing paragraphs, Concessionaire shall provide and maintain, at its sole and exclusive expense, any additional equipment necessary to provide concession services (i.e., coolers, cash boxes, ID scanners, towels, wristbands, garbage bags).
- f) Concessionaire will set up and clean up all equipment inside and around each concession stand.
- g) Concessionaire will set up, stock, and provide the City with a complete and updated price list of all beverage items proposed for sale.
- h) Concessionaire may publicize its business and corporate sponsors at each Event upon prior written approval by the City limited to the concession stands only.
- i) Concessionaire shall supply its own Point of Sale System which may include electronic tablet, Square, and cash drawer (collectively "POS System") and shall record all sales in a manner reasonably communicable to the City for the purpose of providing City with an accurate payment(s) as required in Section 5 of this Agreement.
- j) Concessionaire will be responsible to re-supply alcoholic beverages throughout the duration of any event if alcohol runs out.
- k) Concessionaire is responsible for obtaining and purchasing all required documents to sell beverages at City sponsored Events, which will include a California Department of Alcoholic Beverage Control (ABC) License.
- l) City may provide certain signage in its sole and absolute discretion throughout Front Street Plaza, including language about no outside alcoholic beverages allowed within the event space and have additional assistance from the Police Department to monitor the Event space.

- m) City will provide and pay for one dumpster per Event that will be placed onsite for garbage pickup. It is Concessionaire's responsibility at the end of the event to throw away remaining trash in the City approved dumpster.

B. Event-Specific Requirements for Blues, Brews, & BBQ. Concessionaire must comply with the following additional operational requirements for Blues, Brews, & BBQ:

- 1) City will coordinate and secure different breweries to participate and place orders of beer kegs through each brewery attending to be served during the event.
- 2) Concessionaire is responsible for purchasing of beer kegs through breweries selected by the City.
- 3) POS Systems.
 - a. City staff will operate Concessionaire's POS System, anticipated to include a cash drawer and cashbox, electronic computer tablets and/or Square-brand systems for credit card transactions, quantity of 9, at each concession stand.
 - b. Concessionaire is responsible for providing its own POS Systems that have up to \$400 in various cash denominations for each concession stand and must be delivered to the Front Street Plaza at least two (2) hours prior to the event to allow ample set-up time.
- 4) Concessionaire is responsible for collecting its own POS Systems including cash drawers at the conclusion of the Event. One Concessionaire representative and one City representative will complete a cash drawer count with a deposit sheet at the conclusion of the event in a private room located in the Tracy Transit Station.
- 5) Concessionaire will reconcile and calculate total cash sales and electronic sales and report to the City within three (3) business days after the event. City is entitled to documentation of any and all sales immediately upon request.
- 6) When bartenders are secured at the City's expense, cash tips are to be distributed at the conclusion of the event and reimbursement for electronic tips are to be distributed by concessionaire to bartenders within 15 days from the event date. City is entitled to documentation of any and all tip distribution immediately upon request.

C. Event-Specific Requirements for Girls Night Out Events:

- 1) City will operate POS Systems at each concession stand.
- 2) Concessionaire is responsible for providing POS Systems at each pouring location including cash drawers that have up to \$400 in various

cash denominations for each concession stand and must be delivered to the Front Street Plaza at each concession stand at least two (2) hours prior to the event to allow ample set-up time.

- 3) Concessionaire is responsible for collecting the POS Systems and cash drawers at the conclusion of the Event. One Concessionaire representative and one City representative will complete a cash drawer count with a deposit sheet at the conclusion of the event in a private room located in the Tracy Transit Station.
- 4) Concessionaire will reconcile the cash sales against square sales and report to the City within three (3) business days after the event. City is entitled to documentation of any and all sales immediately upon request.
- 5) When bartenders are secured at the City's expense, cash tips are to be distributed at the conclusion of the event and reimbursement for electronic tips are to be distributed by concessionaire to bartenders within 15 days from the event date. City is entitled to documentation of any and all tip distribution immediately upon request.
- 6) City will provide bartenders at each location at City expense and only bartenders will be pouring at each concession stand.
- 7) City will provide Concessionaire an inventory list of remaining alcoholic and non-alcoholic beverages within 5 business days after the event date.
- 8) City will reimburse Concessionaire for each drink ticket collected at each concession stand. Concessionaire will provide City a detailed invoice listing the quantity and rate per bottle for alcohol used.

4. PAYMENT

- A. Concessionaire shall sell beverages to the public from at least (1) concession stand located in Front Street Plaza and City shall not be required to pay or otherwise compensate Concessionaire for providing beverages, unless otherwise specified in this Agreement.
- B. For the privilege of operating at least (1) concession stand located in Front Street Plaza pursuant to the terms of this Agreement, Concessionaire shall pay to the City compensation in the amount of \$1,250 per event. Payment to the City must be made after each event and no later than the 15th of each month. At termination of this Agreement, this payment will be due within thirty (30) days of termination.

5. TERMINATION OF AGREEMENT

- A. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party of its intention to terminate. Upon receipt of said notice, the Concessionaire shall continue to provide the services required by this Agreement, unless the notice provides otherwise.

- B. In the event this Agreement is terminated pursuant to this Section, the Concessionaire shall pay to the City the amounts which may be due to the City under this Agreement through the time of termination.

6. INDEMNIFICATION

The Concessionaire agrees to defend, indemnify, protect, and hold harmless the City of Tracy, its officers, officials, employees, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Tracy, its officers, agents, employees or volunteers may sustain or incur or which may be claimed or imposed upon them for injury to or death of persons, or damage to property arising out of or in any way related to the performance or non-performance of this Agreement.

7. INSURANCE REQUIREMENTS

Concessionaire shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Concessionaire, its agents, representatives, or employees. Concessionaire shall deliver to City verifiable written proof of insurance coverages required herein prior any Event.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
2. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Concessionaire owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Concessionaire has no employees while performing under this Agreement, worker's compensation insurance is not required, but Concessionaire shall execute a declaration that it has no employees.
4. Liquor Liability for bodily injury, personal injury, and property damages.

B. Minimum Limits of Insurance. Concessionaire shall maintain limits no less than:

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
4. Liquor Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000).

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tracy, their officers, officials, employees, and volunteers are to be covered as insured, as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire; or automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tracy, their officers, officials, employees, or volunteers.
2. For any claims related to this project, the Concessionaire's insurance coverage shall be primary insurance as respects the City of Tracy, their officers, officials, employees, and volunteers. Any insurance or self-insured maintained by the City of Tracy, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

E. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Tracy, their officers, officials, employees, or volunteers.

F. The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days prior to the cancellation effective date.

H. If insurance coverage is canceled or, reduced in coverage or in limits the Concessionaire shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

2. Verification of Coverage. Concessionaire shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Concessionaire's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

8. INDEPENDENT CONTRACTOR

- A. Concessionaire is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Concessionaire shall at all times be under Concessionaire's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Concessionaire or any of Concessionaire's officers, employees, or agents except as set forth in this Agreement. Concessionaire shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Concessionaire shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Concessionaire in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Concessionaire for performing services hereunder for City. City shall not be liable for compensation or indemnification to Concessionaire for injury or sickness arising out of performing services hereunder.

9. LEGAL RESPONSIBILITIES

The Concessionaire shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Concessionaire shall at all times observe and comply with all such ordinances, laws, and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Concessionaire to comply with this section.

10. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

Interim Parks and Recreation Director
Jolene Jauregui-Correll
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Tracy City Center Association
Reza Kazemi
17 E 6th St., Ste 225
Tracy, CA 95376

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

11. ASSIGNMENT

The Concessionaire shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

12. GOVERNING LAW

The City and Concessionaire understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of San Joaquin County. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

14. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Concessionaire warrants and represents that he or she has the authority to execute this Agreement on behalf of the Concessionaire and has the authority to bind Concessionaire to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Tracy City Center Association, a Non-profit Public Benefit California Corporation

DocuSigned by:
Reza Kazemi

A1084D1C4ED14E2...
By: Reza Kazemi
Title: Interim Executive Director
Date: 3/6/2024 | 5:21 PM PST

Federal Employer Tax ID No.: 37-1605304

DocuSigned by:
Chris Hewitt

C1B6F941A3D6490...
By: Chris Hewitt
Title: Treasurer
Date: 3/6/2024 | 5:27 PM PST

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING THE APPROVAL OF A CONCESSION AGREEMENT WITH TRACY CITY CENTER ASSOCIATION COMMENCING MAY 1, 2024, AND EXPIRING DECEMBER 31, 2024;

2) AUTHORIZING THE CITY MANAGER TO GRANT EXTENSIONS IN TWO-YEAR INCREMENTS WITH A MAXIMUM OF FIVE (5) YEARS PURSUANT TO THE TERMS OF THE AGREEMENT.

WHEREAS, Tracy City Center Association ("TCCA") is a non-profit public benefit California corporation that operates the Downtown Tracy Community Benefit District ("District"); and

WHEREAS, The TCCA has offered to purchase and sell all of the beverages both alcohol and non-alcohol items at several City sponsored events scheduled for the year 2024; and

WHEREAS, The Tracy City Council recognizes TCCA as a valuable partner to the City in providing events and supporting the economic growth within the City of Tracy; and

WHEREAS, The City seeks to enter into a Concession Agreement with TCCA (attached hereto as Attachment A) ("Agreement") relating to the services; and

WHEREAS, The Concessions Agreement is exempt from formal procurement requirements pursuant to Tracy Municipal Code section 2.20.120; and

WHEREAS, The Agreement provides: that TCCA will purchase and sell all beverages both alcohol and non-alcoholic items at City sponsored events; and that TCCA will pay the City a flat event rate of \$1,250.00. The agreement has an initial term commencing May 1, 2024, and expiring December 31, 2024, and may be extended in two-year increments for a maximum term of five (5) years; and

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That City Council approves the Concession Agreement with TCCA (attached hereto as Attachment A) for term commencing May 1, 2024, and expiring December 31, 2024; and be it further

RESOLVED: That City Council authorizes the City Manager to grant up to two, two-year extensions of the Concessions Agreement (attached here to as Attachment A) for an additional

four years expiring no later than December 31, 2028, pursuant to the terms of the Agreement; and be it further

RESOLVED: After review and approval by the City Attorney, the Concession Agreement may be executed by the Mayor; and be it further

RESOLVED: To the extent this action item is deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

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

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

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

Attachments:

Attachment A: Concessions Agreement – Tracy City Center Association

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Children’s Dance Theatre of Tracy for a three-month period commencing April 15, 2024, and expiring June 30, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments for a maximum term of four (4) years.

EXECUTIVE SUMMARY

Staff is recommending approval of a Concession Agreement (Agreement) with Children’s Dance Theatre of Tracy (CDT), for food, non-alcoholic beverage, and alcoholic beverage sales at designated events at the Grand Theatre for a three-month period.

The Agreement is for an initial three-month term commencing April 15, 2024, and expiring June 30, 2024, with optional administrative extensions for up to four (4) years and expiring no later than June 30, 2028. The Concession Agreement may be terminated by either party any time for any reason with 30-days’ written notice.

CDT will compensate the City a flat rate of \$542.00 per month in addition to 50% of net revenues from concession-sales of food and non-alcoholic beverages.

BACKGROUND AND LEGISLATIVE HISTORY

Historically, the City of Tracy had a Concessions Agreement with the Grand Foundation, the non-profit 501(c)3 fundraising partner for the Grand. The Foundation recently informed the City they do not have the resources to continue providing concessionaire services at the Grand. Staff issued a request for proposals (RFP) on November 13, 2023, which was advertised for seven (7) weeks, seeking proposals from qualified vendors to provide concession services for the Grand. The City received two (2) proposals prior to the submittal deadline. One (1) vendor withdrew prior to the selection process.

Concession services are “professional services” under Tracy Municipal Code Section 2.20.030. Staff interviewed CDT and determined, pursuant to City public contract requirements, that CDT met the professional qualifications necessary to perform the required services.

During negotiations the parties agreed that CDT would be entitled to a portion of concession revenues and in exchange, pay the City a monthly base rate of \$542.00 and 50% of net food and non-alcoholic beverage sales. The base amount was calculated based on the average monthly concessions revenues from the Grand Foundation during the last two (2) years of operations. The initial term for the Agreement will be three months to complete the current 2023-24 season between April 15, 2024-June 30, 2024. Staff recommends authorizing the City Manager the option to extend the term of the agreement in two-year increments for a maximum term of four (4) years.

ANALYSIS

Quality Concessions services are an essential component of the City's operation of the Grand Theatre and furtherance of the City's Quality of Life Strategic Priority.

The proposal received by CDT included relevant experience as concessionaire for the Grand between 2015 to 2019. CDT is a local non-profit organization demonstrating their dedication to serve the community since they began operations in 2002 at their studio location in Downtown Tracy. Following the interview with CDT, the screening panel made up of Cultural Arts Division staff determined that CDT met the professional qualifications for performance of the requested services.

CDT has consistently presented professional dance productions and provided intermittent concessionaire services at the Grand since 2015. These productions engage local youth and further CDT's mission to promote performing arts educational opportunities to dancers of all abilities. CDT hosts fundraising activities to support these productions by providing food and drink service at locations including Tracy Community Center, The Press Wine Bar, The Grand, and other local private venues.

The Concession Agreement is for an initial three-month trial term commencing April 15, 2024, and expiring June 30, 2024, with an option to extend the term for up to four (4) years and expiring no later than June 30, 2028. The extension will be for concessions services for 12 months each year. The Concession Agreement may be terminated by either party any time for any reason with 30-days' written notice.

FISCAL IMPACT

The Cultural Arts Division will receive a monthly base rate of \$542.00 per month of operation in addition to 50% of net revenues from food and non-alcoholic beverage sales. The monthly revenue generated from the Concessionaire will be allocated to the Cultural Arts Division budget.

STRATEGIC PLAN

This agenda item supports the City's Quality of Life Strategic Priority to provide an outstanding quality of life by enhancing the City's amenities and services to promote positive change and progress in our community.

CEQA REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA) because it will not result in a physical change in the environment and therefore is not considered as a project as defined in Section 21065 of the California Public Resources Code.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Children's Dance Theatre of Tracy for a three-month period commencing April 15, 2024, and expiring June 30, 2024; and 2) authorizing the City Manager to grant extensions in two-year increments for a maximum term of four (4) years.

Agenda Item 1.J
April 2, 2024
Page 3

Prepared by: Anna Cross, Cultural Arts Division Manager

Reviewed by: Jolene Jauregui-Correll, Interim Parks, Recreation, and Community Services Director
Sara Cowell, Director of Finance
Jeffrey Crosswhite, Assistant City Attorney
Bijal Patel, City Attorney

Approved by: Kimberly Murdaugh, Interim Assistant City Manager

Attachments:

Attachment A – Concession Agreement with CDT

**AGREEMENT FOR CONCESSION SERVICES BETWEEN
THE CITY OF TRACY AND CHILDREN'S DANCE THEATRE OF TRACY
AT THE GRAND THEATRE CENTER FOR THE ARTS**

This **Concession Services Agreement** ("Agreement") is made between the **City of Tracy**, a municipal corporation ("City"), and **Children's Dance Theatre of Tracy**, a 501c3 Corporation, ("Concessionaire"). City and Concessionaire are referred to individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM

This Agreement shall begin on April 1, 2024, and end on June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement. This agreement may be extended from July 1, 2024 through June 30, 2026 and again from July 1, 2026 through June 30, 2028 by the City Manager following written determination that Concessionaire has satisfactorily met all requirements of this Agreement. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

2. RECITALS

This Agreement is made with respect to the following facts and for the following purposes, which each of the parties acknowledge to be true and correct:

- a. Concessionaire services fall within the definition of "Consultant Services," or "Professional Services" provided in Tracy Municipal Code Section 2.20.030. Under Tracy Municipal Code Section 2.20.140, for contracts for professional services valued at greater than \$50,000, formal Request for Proposals is required, and the City must select the proposer who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services.
- b. The City issued a Request for Proposals (RFP) on November 13, 2023, for a concessionaire to operate the Grand Theatre Center for the Arts (the Grand) concession stand. On January 5, 2024, Concessionaire submitted its proposal to the City. The City conducted interviews on January 30, 2024, for all qualified submitters. Staff determined Concessionaire best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services.
- c. After negotiations between the City and Concessionaire, the parties have reached an agreement for providing event concession services at the Grand Theatre Center for the Arts located at 715 Central Avenue, Tracy, CA.
- d. The City desires to have Concessionaire, and Concessionaire desires to provide, the sale of food, non-alcoholic, and alcoholic beverages at Grand Theatre Center for the Arts events.
- e. Alcoholic beverages shall only be served by Concessionaire personnel aged 21 or older. No alcohol shall be sold to a minor (any person under the age of 21). Concessionaire shall be responsible for verifying customer proof of age before selling any alcoholic product.

- f. Concessionaire shall obtain pre-approval from City for all types of products being served and sold.
- g. Concessionaire shall obtain from the San Joaquin County Health Department all applicable health permits, sellers permit, and licenses as the renter of the concession stand.
- h. Concessionaire shall meet and practice all San Joaquin County Health Department standards and possess and display all necessary and valid health permits, sellers permit, and mandatory training and certification.

3. **AGREEMENT FOR FOOD AND BEVERAGE SALES AT CONCESSION STANDS.**

The City hereby grants to Concessionaire a right to sell food, non-alcoholic, and alcoholic beverages from concession stand to members of the public in accordance with the terms of this Agreement.

4. **FOOD AND BEVERAGE SALES OPERATIONAL REQUIREMENTS**

In performing the services required by this Agreement, Concessionaire shall comply with the following operational requirements:

- a. Concessionaire will sell food and beverages at the concession stand at all performances as requested by Cultural Arts staff at the Grand during the following times: One (1) hour prior to any performance or event at the Grand and through the intermission(s) of the performance or event. Additional hours shall be provided upon the prior written approval of the Concessionaire and the Cultural Arts Division Manager. A calendar of events will be provided to the Concessionaire on a bi-monthly basis.
- b. Prior to commencement of the sale of food and beverages at the concession stand and not less than each calendar quarter thereafter, the Cultural Arts Division Manager shall review and, after consulting with Concessionaire, approve the menus, products, signage, and quality of offerings for the concession stand. Concessionaire shall not sell any items from the concession stand without the prior written consent of the Cultural Arts Division Manager.
- c. The Cultural Arts Division Manager shall approve in writing the food, beverage, and product price lists, which approvals shall not be unreasonably withheld.
- d. Concessionaire's prices for food, beverages, and products shall not exceed the prices on this approved list.
- e. The Cultural Arts Division of the City of Tracy reserves the right to purchase food and non-alcoholic beverages to sell at events mutually agreed upon.
- f. Concessionaire agrees to purchase food, non-alcoholic beverages, and alcoholic beverages to sell at events mutually agreed upon.
- g. Alcoholic beverages or food items containing alcohol shall only be served by Concessionaire employees aged 21 or older. No alcohol or alcoholic food items

shall be sold to a minor (any person under the age of 21). Concessionaire shall be responsible for verifying customer proof of age before selling any alcoholic product.

- h. Concessionaire shall obtain pre-approval from City for all types of products being served and sold.
- i. Concessionaire shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services described herein. Concessionaire shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar high-quality food, beverage, and product services as are required of Concessionaire in meeting its obligations under this Agreement.
- j. As of the date of this Agreement, the City has obtained from San Joaquin County Health Department all applicable health permits and licenses as the owner of the facility in which the food, beverages, products, and services described in this Agreement will be conducted. Concessionaire shall operate and manage the food, beverage, and product services described in this Agreement in full compliance with the terms of such permits and licenses and with any changes or modifications to said permits and licenses. To the extent of the laws, regulations, or opinions of the San Joaquin Health Department may change, Concessionaire shall obtain such permits and licenses as required by applicable laws and regulations.
- k. Concessionaire shall, at its own cost and expense, procure and keep in force during the term of this Agreement all necessary permits and licenses and shall require any employees and subcontractors to have all necessary permits and licenses during the course of the term of the Agreement, including, without limitation: (1) City of Tracy business license; (2) County of San Joaquin Health Department food handlers permits; and (3) California State Board of Equalization seller's permit. The City shall provide the Environmental Health permit.
- l. Concessionaire and any employee(s) hired by Concessionaire shall meet and practice all San Joaquin County Health Department standards and possess and display all necessary and valid health permits, sellers permit, and licenses including California Department of Alcoholic Beverage Control (ABC) license and mandatory training and certification.
- m. Concessionaire shall be responsible for the payment of all applicable taxes for products or services under its control, including without limitation, any possessory interest tax which might be imposed, and for the maintenance of appropriate records showing payment of taxes. Concessionaire shall pay and discharge before delinquency all taxes and assessments, if any, which may be levied during the term of the Agreement, as a result of Concessionaire's operations. Concessionaire shall not permit any liens to be asserted against City's property during the term of this Agreement.
- n. Employees of Concessionaire shall at all times be neatly and cleanly uniformed at no expense to the City. The style and colors of uniforms for employees shall be approved by the Cultural Arts Division Manager.
- o. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy, and service. Concessionaire's employees shall follow all applicable sanitary practices,

rules and requirements governing restaurant employees. Concessionaire's employees shall at all times reflect personal cleanliness and neatness. Unkempt and unclean employees will not be tolerated by the City. The City shall provide written notice regarding any unkempt and unclean employees to the Concessionaire.

- p. Concessionaire's employees shall not, either by act or language, offend or disturb customers/patrons of normal sensitivity during the course of providing services at the concession stand. Concessionaire's employees shall not interfere with a program or special event presented at any City facility or park. The Cultural Arts Division Manager shall be the sole judge in the determination of such matters.
- q. Concessionaire shall provide event day site management and staffing and execute required staffing background checks and required TB tests with negative results. Concessionaire is responsible for providing the City with proof of negative TB tests for all persons providing service prior to any service provided, as required by the City, the County of San Joaquin, and the State of California. City will handle the livescan/fingerprint process and will provide concessionaire the proper documents required for all staff and volunteers.
- r. Concessionaire shall provide an adequate number of personnel to properly service and attend to the customers/patrons at the concession stand location.
- s. Concessionaire shall respond promptly to all complaints from customers/patrons and shall report to City on each complaint and the resolution thereof. If City believes a complaint to be of a serious nature, City shall notify Concessionaire in writing. Concessionaire shall respond to such notification within four (4) calendar days.
- t. Not less than once each calendar month during the first year of the term of this Agreement, the Cultural Arts Division Manager and Concessionaire shall meet to discuss the operation of the food, beverage, and product services and the financial viability of the operation.
- u. All promotions with other food vendors or any subcontractors shall be approved in advance and in writing by the Cultural Arts Division Manager.
- v. Concessionaire shall allow City Staff access to the concession stand and Concessionaire's operation as necessary or convenient to the City to ensure compliance with the terms of this Agreement.

5. PAYMENT

a. Concessionaire shall sell food and beverages to the public from the concession stand, and City shall not be required to pay or otherwise compensate Concessionaire for providing food and beverages, unless otherwise specified in this Agreement.

b. For the privilege of operating the concession stand pursuant to the terms of this Agreement, Concessionaire shall pay to the City compensation in the amount of \$542.00 per month in which the concession stand is operated as a base rate plus 50% of net revenues of food and non-alcoholic beverage sales. Payment to the City must be made no later than the 15th of each month and must include the monthly financial reports that describes in detail the services being offered at the concession stand including what was sold. At termination of this Agreement, this payment will be due within thirty (30) days of termination. Rates may increase and will be determined in the master fee schedule approved by council on a yearly basis.

6. TERMINATION OF AGREEMENT

a. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party of its intention to terminate. Upon receipt of said notice, the Concessionaire shall continue to provide the services required by this Agreement until the expiration of the thirty (30) day period set forth in the notice, unless the notice provides otherwise.

b. In the event this Agreement is terminated pursuant to this Section, the Concessionaire shall pay to the City the amounts which may be due to the City under this Agreement through the time of termination.

7. INDEMNIFICATION

Concessionaire shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("Claims") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Concessionaire's obligations under this Agreement; and/or Concessionaire's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 7, "City" means the City, its officials, officers, agents, employees and volunteers; "Concessionaire" means the Concessionaire, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Concessionaire is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Concessionaire shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all Claims relating to or in connection with such a finding and/or determination.

Concessionaire and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 8 relating to insurance.

8. INSURANCE REQUIREMENTS

Concessionaire shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the Concessionaire, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Concessionaire owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Concessionaire has no employees while performing under this Agreement, worker's compensation insurance is not required, but Concessionaire shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Concessionaire shall maintain limits no less than:

1. General Liability: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
4. Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Concessionaire in an amount not less than \$1,000,000 per claim.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tracy, their officers, officials, employees, and volunteers are to be covered as additional insured, as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire; or automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tracy, their officers, officials, employees, or volunteers.
2. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary insurance with respect to the City of Tracy, its officers, officials, employees, and volunteers. Any insurance maintained by the City of Tracy, its officers,

officials, employees, or volunteers shall be in excess of the Concessionaire's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Tracy, their officers, officials, employees, or volunteers.
 4. The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days prior to the cancellation effective date.
 6. If insurance coverage is canceled, or reduced in coverage or in limits, the Concessionaire shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements. All insurance companies providing coverage to Concessionaire 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.
- f. Verification of Coverage. Concessionaire shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Concessionaire's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- g. Insurance Certificate. Concessionaire shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.
- h. Substitute Certificates. Concessionaire 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.
- i. Concessionaire's Obligation. Maintenance of insurance by the Concessionaire as specified in this Agreement shall in no way be interpreted as relieving the Concessionaire of any responsibility whatsoever (including indemnity obligations under this Agreement), and

the Concessionaire 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. INDEPENDENT CONTRACTOR

a. Concessionaire is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Concessionaire shall at all times be under Concessionaire's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Concessionaire or any of Concessionaire's officers, employees, or agents except as set forth in this Agreement. Concessionaire shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Concessionaire shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Concessionaire in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Concessionaire for performing services hereunder for City. City shall not be liable for compensation or indemnification to Concessionaire for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Concessionaire shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Concessionaire shall at all times observe and comply with all such ordinances, laws, and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Concessionaire to comply with this section.

11. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

Cultural Arts Division Manager
Anna Cross
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Children's Dance Theatre of Tracy
Jennifer J. Pereira
124 W. 10th Street
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza

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

13. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION. Concessionaire warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. ASSIGNMENT AND DELEGATION

The Concessionaire shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

15. STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Concessionaire'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.

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

17. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

18. COMPLIANCE WITH THE LAW. Concessionaire shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

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

officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

20. NON-DISCRIMINATION. Concessionaire represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Concessionaire 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.).

21. BUSINESS ENTITY STATUS. Concessionaire 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 Concessionaire. By entering into this Agreement, Concessionaire represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Concessionaire (including any licensing agencies). If Concessionaire is a suspended entity at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

22. BUSINESS LICENSE. Before the City signs this Agreement, Concessionaire shall obtain a City of Tracy Business License. Concessionaire shall maintain an active City of Tracy Business License during the term of this Agreement.

23. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

24. 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.

25. 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.

26. CONTROLLING PROVISIONS. In the case of any conflict between the terms of this Agreement and the Exhibits hereto (if any) and Concessionaire's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto (if any) and the Concessionaire's proposal (if any), the Exhibits shall control.

27. COUNTERPARTS. City and Concessionaire agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

28. GOVERNING LAW

The City and Concessionaire understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Superior Court of San Joaquin County. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

29. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Concessionaire warrants and represents that he or she has the authority to execute this Agreement on behalf of the Concessionaire and has the authority to bind Concessionaire to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Tracy

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

**Children's Dance Theatre of Tracy,
a 501c3 Corporation**



By: Jennifer J. Pereira
Title: Vice-Chair, Board of Directors
Date: 3/25/2024



By:
CFO
Date: 3/25/2024

TRACY CITY COUNCIL

RESOLUTION NO. _____

- 1) AUTHORIZING THE APPROVAL OF A CONCESSION AGREEMENT WITH CHILDREN'S DANCE THEATRE FOR A THREE-MONTH PERIOD COMMENCING APRIL 1, 2024, AND EXPIRING JUNE 30, 2024; AND
2) AUTHORIZING THE CITY MANAGER TO GRANT TWO EXTENSIONS IN TWO-YEAR INCREMENTS FOR A MAXIMUM TERM OF FOUR YEARS**

WHEREAS, on November 13, 2023, the City issued a Request for Proposals (RFP) seeking proposals from qualified vendors to provide concession services for events held at the City's Grand Theatre; and

WHEREAS, the City received two (2) proposals prior to the submittal deadline; one vendor withdrew during the selection process; and

WHEREAS, staff from the Cultural Arts Division completed a detailed analysis of the proposal and conducted an interview with CDT; the staff screening panel determined, pursuant to public contract requirements for professional services under the Tracy Municipal Code, that CDT met the professional qualifications necessary for the performance of the requested services; and

WHEREAS, the City seeks to enter into the Concession Agreement with CDT attached hereto as Attachment A for an initial three-month term commencing April 1, 2024, and expiring June 30, 2024, with the City's administrative option to extend the Agreement for up to two additional two-year terms; the City's compensation under the Agreement is a monthly base rate of \$542.00 and 50% of net food and non-alcoholic beverage sales; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council for the City of Tracy finds above recitals are true and correct and incorporate them as findings in further support of the following resolutions; and be it further

RESOLVED: That the City Council for the City of Tracy approves the Concessions Agreement with CDT attached hereto as Attachment A, for an initial three-month term expiring June 30, 2024; and be it further

RESOLVED: the City Manager is authorized to grant up to two, two-year extensions by mutual agreement among the parties and agreed to in writing and signed by CDT; and be it further

RESOLVED: After review and approval by the City Attorney, the Concession Agreement may be executed by the Mayor.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

ATTACHMENTS:

Attachment A: Concessions Agreement with Children's Dance Theater

Agenda Item 1.K

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from the California Department of Health Care Services in partnership with the San Joaquin County Behavioral Health Services and related actions; 2) Appropriating the grant award of \$336,350.00 to the Police Department's operational budget.

EXECUTIVE SUMMARY

The Police Department (PD), working in partnership with the San Joaquin County Behavioral Health Services (County), has been awarded a third distribution of \$336,350 through the California Department of Health Care, Behavioral Health Justice Intervention Services. The PD is a sub-awardee through this grant and has previously been awarded \$213,000 in 2022 and \$93,000 in 2023 to support the establishment of PD's Familiar Faces Program that assists the homeless population. After a review of the successful performance of the PD's program, the County awarded a third distribution. This item requests that the Finance Committee recommend that the City Council accept the grant and appropriate it to PD's operational budget.

Through future City Council actions, staff will be requesting that the appropriated funds be used to create one new Administrative Assistant position and one new Homeless Outreach Coordinator in PD's Mental Health Mobile Evaluation Team (MET) and the Homeless Outreach Familiar Faces team. The funds would support these positions temporarily, for the limited period of January 1, 2024 to March 31, 2025. Any remaining portion of the award will be used to fund continued administrative expenses of the Familiar Faces Program, such as consultant services and operating expenses. The future actions, if approved by the City Council, will explain that additional funding will be needed to support the newly created positions after the first year.

BACKGROUND AND LEGISLATIVE HISTORY

The PD's Community Services Division has previously partnered with San Joaquin County Behavioral Health Services and obtained funding from the California Department of Health Care, Behavioral Health Justice Intervention Services grant. On August 16, 2022, the City Council appropriated the Behavioral Health Justice Intervention Services grant of \$213,000 towards the purchase of the initial Familiar Faces Homeless Outreach transportation vehicle, consultation services, and operating expenses. On November 7, 2023, the City Council appropriated an additional \$93,000 grant award towards the support of the Familiar Faces Program and the purchase of a second vehicle. The second award also went towards purchasing office equipment, diversion funding, and staff training in furtherance of the Familiar Faces Program and MET.

ANALYSIS

On January 11, 2024, the PD received a notice of award of additional funding of \$336,350.00. The PD would fund any expenditures out of the PD operational budget and then submit invoices (i.e., weekly, quarterly) for reimbursements through the County since the PD is a sub-awardee of the grant. The grant will fund future positions to include one Administrative Assistant and one

Homeless Outreach Coordinator for one year, and after one year, the City/Department would have to fund the positions from the PD's operational budget. The total award would be appropriated to the Police Department's operating budget for FY 24/25. Once grant funds are expended in 2025, the future Administrative Assistant and Homeless Outreach Coordinator funding would be appropriated from the City's General Fund. The grant award must be used by March 31, 2025, or it will be forfeited.

Approving this item to enable the funding requires the following actions of City Council:

- 1) Authorizing the acceptance of the grant award from the California Department of Health Care Services in partnership with the San Joaquin County Behavioral Health Services;
- 2) Appropriating the grant award of \$336,350.00 to the Police Department's operational budget.

FISCAL IMPACT

The Tracy Police Department will receive a \$336,350.00 grant award from the California Department of Health Care, Behavioral Health Justice Intervention Services grant. The PD would fund any purchases out of the PD operational budget and then submit invoices (i.e. weekly, quarterly) for reimbursements through the County since PD is a sub-awardee of the grant.

The grant will fund future positions for one year and after one year the City/Department would have to fund the positions from the PD's operational budget. The full award would be appropriated to the Police Department's operating budget for FY 24/25. Once grant funds are expended in 2025, the funding for the future Administrative Assistant and Homeless Outreach Coordinator would be appropriated from the City's General Fund.

COORDINATION

The Tracy Police Department has coordinated with San Joaquin County Behavioral Health and the City of Tracy Homeless Services Division.

STRATEGIC PLAN

This agenda item relates to the City of Tracy Council Strategic Priorities for 2024-2025, Quality of Life, Goal #5 continue to implement the adopted Homelessness Strategic plan.

CEQA

The approval of this administrative funding item will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

ACTION REQUESTED OF THE CITY OF TRACY FINANCE COMMITTEE

The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from the California Department of Health Care Services in partnership with the San Joaquin County Behavioral Health Services and related actions; and 2) Appropriating the grant award of \$336,350.00 to the Police Department's operational budget.

Prepared by: Miguel Contreras, Police Lieutenant

Reviewed by: Octavio Lopez, Police Captain
Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Sara Cowell, Finance Director
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

- Attachment A: Behavioral Health Justice Intervention Services (BHJIS) Notice of Award
- Attachment B: San Joaquin Behavioral Health Services Community Agreement



CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Michelle Baass | Director

January 11, 2024

San Joaquin County Behavioral Health Services
Terence Massey
tmassey@sicbhs.org

Re: Behavioral Health Justice Intervention Services (BHJIS) Augmentation #2 Notice of Award

Dear Terence Massey,

Thank you for your proposal to Advocates for Human Potential, Inc. (AHP) and the California Department of Healthcare Services (DHCS) for the BHJIS Augmentation #2.

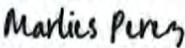
Congratulations! This letter serves as your Notice of Award.

AHP, on behalf of DHCS, is pleased to announce that the San Joaquin County Behavioral Health Services has been selected to receive additional funding in the amount of \$336,350.00. These funds are to be used to continue work related to the direct services of your BHJIS project. Your award will allow for a modification to your current contract, extending it from January 1, 2024, through March 31, 2025.

In the coming weeks, AHP will draft your agency's revised Statement of Work (SOW) to your existing contract and send out for execution.

If you have any questions, please contact your grantee liaison or the AHP BHJIS team at BHJIS@ahpnet.com.

Sincerely,

DocuSigned by:

C595D8936F1F429...
Marlies Perez
Division Chief
Department of Health Care Services

Cc: Miguel Contreras
Miguel.Contreras@TracyPD.com

A-24-____
**SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES
 COMMUNITY SERVICE AGREEMENT**

City of Tracy
Tracy Police Department
Behavioral Health Mobile Crisis
 January 1, 2024 – March 31, 2025

This AGREEMENT made and entered into this day _____, 2024 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **BEHAVIORAL HEALTH SERVICES**, (hereinafter “COUNTY”), and, **City of Tracy** (hereinafter “CONTRACTOR”).

1. **Scope of Contractor Services:** The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of CONTRACTOR’s Services, set forth in Exhibit A, attached hereto and incorporated herein. COUNTY may in its discretion, upon the request of CONTRACTOR or as a result of changed circumstances, make revisions to Exhibit A upon the written approval of the DIRECTOR and in accordance with the BHS Community Services Agreement Modification policy. CONTRACTOR shall provide the services under the direction of COUNTY’s Director of Behavioral Health Services (DIRECTOR).
2. **Governance:** Services under this contract shall be in accordance with all applicable Federal and state laws and regulations including the Project Number 21-10349 Behavioral Health Mobile Crisis and Non-Crisis Services, Subcontract 7460-CA Mobile Crisis – County of San Joaquin – 01G.

CONTRACTOR agrees to comply with:

- a. Intergovernmental Agreements entered into by and between the Department of Health Care Services and the COUNTY
- b. California Labor Code sections 1101-1102
- c. Deficit Reduction Act of 2005, Section 6032 Trafficking Victims Protection Act of 2000, Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104(g) as amended by Section 1702
- d. United States Code Title 31 Section 3730h Whistleblower Act, 41, Public Contracts and 42, The Public Health and Welfare
- e. Title V USC, Sections 1501-1508 Hatch Act
- f. Title 31 Section 1352 Byrd Anti-Lobbying Amendment and 3729-3733 False Claims Act
- g. Title VI, the Civil Rights Act of 1964, USC 42 Section 2000d as amended

- h. Title IX of the Education Amendments of 1972 (education programs and activities)
 - i. Title XIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.)
 - j. Title 40 USC Section 3145 Copeland Act and 3141 Davis-Bacon Act
 - k. The Age Discrimination Act of 1975 as amended, Age Discrimination in Employment Act and the Rehabilitation Act of 1973
 - l. The Americans with Disabilities Act of 1990, as amended
 - m. Section 1557 of the Patient Protection and Affordable Care Act
 - n. Health and Safety Code Sections 11.848.5(a) and (b).
 - o. 2 CFR Part 180, 200.322 and 3000
 - p. 42 CFR 438 including applicable Medicaid laws and regulations, sub-regulatory guidance and contract provisions, beneficiary grievance, appeal, fair hearing procedures and timeframes
 - q. 42 CFR Part 455
 - r. 44 CFR Part 18
 - s. Welfare and Institutions Code Sections 14021.51-14021.53, 14124.20-14124.25 and 14197 as it applies to time and distance standards.
 - t. 42 CFR (Confidentiality, HITECH Act, Prohibited Affiliations, Disclosures on Information and Ownership Control and Managed Care); 45 CFR (Privacy and Security Regulations) and McCain National Defense Authorization Act 2019 Public Law 115-232, Section 889
 - u. California Government Code (Title 2, Division 4, Part 2, Chapter 6), Sections 16645 through Section 16649
 - v. County Procurement Policies
 - w. California Behavioral Health Information Notices
 - x. All other regulations and codes specified in this Agreement and Exhibits.
3. **Term:** The term of this agreement shall be from January 1, 2024 through March 31, 2025. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
4. **Non-Discrimination Requirements:** Non-discrimination requirements are set forth in Exhibit B and C, attached hereto and incorporated herein. CONTRACTOR shall not discriminate on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ethnic group identification, ancestry, mental or physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government code sections 12940, 12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions. DIRECTOR may determine patient

eligibility under the Short-Doyle Act, the Medi-Cal Program, the Mental Health Services Act and the non-discrimination requirements.

5. **Patient Rights:** CONTRACTOR shall comply with W&I Code, Division 5, Section 5325; and California Code of Regulations Title 9, Article 6. CONTRACTOR shall observe all beneficiary rights as specified in 42 CFR 438 including the provision of beneficiary handbooks, education materials and notices to beneficiaries in accessible formats. CONTRACTOR will comply with COUNTY's administration of beneficiary problem resolution processes.

6. **Fiscal Provisions:**

- a. COUNTY shall pay CONTRACTOR an amount not to exceed \$336,500 (Three Hundred Thirty Six Thousand Five Hundred Dollars) based on reimbursement of actual costs incurred.

Payment shall be made in accordance with the requirements as set forth in Exhibit A, attached hereto and incorporated herein.

- b. The basis for this agreement shall be COST REIMBURSEMENT as agreed to by both parties and as provided for and governed by policies of the State Department of Health Care Services. Payment shall not exceed CONTRACTOR's actual costs.
- c. CONTRACTOR shall provide COUNTY with monthly invoices for all services no later than fifteen (15) working days after the end of the month in which the costs were incurred.
- d. If equipment is included as a line item in Exhibit A, CONTRACTOR may purchase equipment with the knowledge that Advocates for Human Potential retains ownership of fixed assets over \$5,000.00, and potentially STATE retains ownership based on federal and state funding requirements. CONTRACTOR will maintain an inventory listing all equipment purchased during the agreement period.
- e. CONTRACTOR shall not utilize contract funds for travel outside California or for any costs associated with such out-of-state travel without prior written approval from the DIRECTOR and Advocates for Human Potential, Inc..
- f. CONTRACTOR shall maintain financial records that clearly reflect the cost of each type of service. Appropriate service and financial records must be maintained and retained for at least ten (10) years, or until audit findings are resolved, whichever is later. Any cost apportionment shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.

- g. CONTRACTOR agrees to limit indirect cost rates charged to the COUNTY in accordance with the COUNTY's Indirect Rate Guideline.
 - h. CONTRACTOR shall submit to COUNTY an annual program budget proposal on or before June 1st for each successive fiscal year included in a multi-year contract term. At a minimum each budget proposal will consist of an itemized budget and supporting budget narrative.
7. **Funds:** This agreement is contingent upon receiving State or Federal funds for the service described in Exhibit A. If the County does not receive sufficient State or Federal funds for this service described in Exhibit A, this agreement may be modified or terminated. If the State Department of Health Care Services disapproves this agreement, it shall be null and void.
8. **Funding Cycle:** Funding is for services provided by fiscal year, which begins July 1 and ends June 30 of the next calendar year. The maximum financial obligation of the COUNTY under this Agreement is not a guaranteed sum but shall be paid only for services actually rendered.
9. **Recovery of Overpayment to Provider, Liability for Interest:** CONTRACTOR shall promptly report to COUNTY when it has received an overpayment, return the overpayment to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified, and notify COUNTY in writing of the reason for the overpayment.
- a. When an audit or review performed by COUNTY, the State Department of Health Care Services, the State Controller's Office, or any other authorized agency discloses that CONTRACTOR has been overpaid under this Agreement, a disallowance of service is identified, or where the total payments exceed the total liability under this Agreement, CONTRACTOR covenants that any such overpayment or excess payments over liability may be recouped by COUNTY withholding the amount due from future payments, seeking recovery by payment from CONTRACTOR, or a combination of these two methods.
 - b. Overpayments determined as a result of audits of periods prior to the effective date of this Agreement may be recouped by COUNTY withholding the amount due from what would otherwise be COUNTY's liability under this Agreement, seeking recovery by payment from CONTRACTOR, or a combination of those two methods. CONTRACTOR shall promptly report to COUNTY when it has received an overpayment, return the overpayment to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified, and notify COUNTY in writing of the reason for the overpayment.

c. When recoupment or recovery is sought under Section A of this Paragraph CONTRACTOR may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:

- 1) The recovery or recoupment shall commence sixty (60) calendar days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
- 2) CONTRACTOR's liability to COUNTY for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

10. **Payment Suspension:** Payment to CONTRACTOR may be temporarily suspended if the State determines there is a credible allegation of fraud for which CONTRACTOR is under investigation by COUNTY, State Department of Health Care Services or any local, state or federal law enforcement agency for fraud and/or abuse (42 CFR, Sections 438.608(a)(8) and 455.23; and W&I Code 14107.11).

11. **Confidentiality:** CONTRACTOR shall comply and require its officers, employees, agents and/or subcontractors to comply with all Health Insurance Portability and Accountability Act (HIPAA) regulations. CONTRACTOR shall adhere to patient confidentiality under California Welfare and Institution Code, Section 5328; Code of Federal Regulations, Title 45, Section 205.50; the Confidentiality of Medical Information Act, California Civil Code section 56, et seq.; and all applicable State and Federal statutes or regulations.

CONTRACTOR agrees to sign and abide by the terms and conditions contained within Attachment A and B Special Terms and Conditions, including the Business Associate Agreement, which is attached hereto and incorporated by reference herein. The provisions of the Attachment and Exhibits shall survive the termination of this agreement.

CONTRACTOR shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Plan Agreement contract COUNTY has with the State Department of Health Care Services.

12. **Compliance with Applicable Statutes, Ordinances and Regulations:** CONTRACTOR shall comply with applicable Federal, State, County and local laws in performance of work under this Agreement. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and

regulations. shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Should Federal, State, County, local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

- a. If working with children ages 0 to 18, conservatees, or patients in a hospital setting, CONTRACTOR shall comply with all provisions of Welfare & Institutions code 5405, in part, requiring Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) background checks on all employees, contractors, or volunteers who may have contact with patients or residents in the provision of services.
- b. CONTRACTOR and its employees will adhere to the COUNTY's Standards of Conduct for Behavioral Health Services Contractors policy, include submission of the signed policy to BHS. CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness. CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any COUNTY policies, standards of conduct or any Federal, State or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.
- c. Compliance with Immigration Law: CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.
- d. Federal Equal Opportunity Compliance: CONTRACTOR shall individuals in compliance with Equal Opportunity requirements and clauses, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11246.

- e. ADA Compliance: CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC Sections 12101 et seq.). This includes, but is not limited to, facilities, parking lots, service counters and spaces, transportation, agendas, flyers, emails, online services, phone calls and group activities.
 - f. Drug Free Workplace: CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
 - g. Salary: CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as most recently amended.
 - h. Licenses and Permits: CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its network providers have all licenses, permits, certificates, registrations, and qualifications which are legally required for CONTRACTOR to practice its profession. CONTRACTOR shall ensure that its network providers are credentialed in accordance with COUNTY policy, in good standing with their respective licensing board and their license, waiver, registration and certification is current and valid without limitations.. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
 - i. Suspension and Debarment: By executing this Agreement, CONTRACTOR certifies that CONTRACTOR and its providers are not suspended, debarred, declared ineligible or otherwise excluded from by any Federal Department or Agency. CONTRACTOR acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the COUNTY failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
13. **Program and Patient Records:** CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions. CONTRACTOR will maintain program and patient records for a minimum of ten (10) years after the end of the agreement. The State Department of Health Care Services, COUNTY and/or the appropriate audit agency shall have the right to

audit, review and reproduce all records to evaluate the cost, quality, appropriateness and timeliness of services.

Clinical records, treatment and billing documents shall comply with federal and state regulations and County quality and timeliness standards. CONTRACTOR will be required to develop and implement a clinical record system which meets all County, State, and Federal requirements and clearly documents medical necessity for both treatment and billing services. CONTRACTOR will adhere to County policies and procedures for billing and claiming services. CONTRACTOR staff will participate in the COUNTY's training on clinical documentation and all electronic health record systems required for use. CONTRACTOR will participate in the COUNTY's medical records system. Records must be retained for ten (10) years following the discharge of the adult patient; for minor patients, records must be kept ten (10) years after the minor patient's nineteenth (19th) birthday.

14. Program Reports: CONTRACTOR shall provide monthly, bi-monthly or quarterly and annual program progress reports to the COUNTY on a schedule and in the format determined by COUNTY. CONTRACTOR will report progress and achievement on the program goals and measurable activities specified in Exhibit A. CONTRACTOR shall provide a copy to COUNTY of any regulatory citation or audit report received from any entity during the term of this agreement. CONTRACTOR shall maintain accurate and complete records for all activities and achievements reported to the COUNTY. COUNTY will initiate a corrective action plan if deficiencies are identified.

15. Availability, Accessibility and Timeliness of Services: CONTRACTOR shall provide the covered services in a timely manner, pursuant to the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations, resolutions and policies, and pursuant to COUNTY's obligation to County consumers. CONTRACTOR shall maintain continuous availability and accessibility of covered services and facilities, service sites and personnel to provide the covered services as defined by the State and Federal "Access", "Timely Access" and "Timeliness" standards. Such services shall not be limited due to budgetary constraints and will be provided to COUNTY beneficiaries residing in and outside of the COUNTY.

16. Cultural and Linguistic Proficiency:

- a. To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

- b. When the consumer served by CONTRACTOR is a non-English or limited-English speaking person, CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating in that consumer's primary or preferred language to ensure full and effective communication between the consumer and CONTRACTOR staff. CONTRACTOR shall provide immediate translation to non-English or limited-English speaking consumers whose conditions are such that failure to immediately translate would risk serious impairment. CONTRACTOR shall provide notices in prominent places in the facility of the availability of free translation in necessary other languages.
- c. CONTRACTOR shall make available forms, documents and brochures in the San Joaquin County threshold languages of English and Spanish to reflect the cultural needs of the community.
- d. CONTRACTOR is responsible for providing culturally and linguistically appropriate services. Services are to be provided by professional and paraprofessional staff with similar cultural and linguistic backgrounds to the consumers being served.

17. Contractor Staff:

- a. COUNTY may, at any time, request the removal of any CONTRACTOR staff from the program funded by COUNTY through this agreement if COUNTY reasonably determines that said staff is detrimental to the program, the COUNTY or the COUNTY's clients or has acted inappropriately. CONTRACTOR shall remove any staff from the program immediately upon request by COUNTY pursuant to this provision.

CONTRACTOR will notify COUNTY immediately when any CONTRACTOR staff with access to the BHS Portal has been terminated, resigned, or experienced a significant change in job responsibilities that necessitates a change in access to electronic health record systems.

18. Formal Review: CONTRACTOR shall comply with annual BHS staff site reviews of requested fiscal and programmatic documents evidencing work provided. If deficiencies are identified, CONTRACTOR will work with COUNTY to take corrective action.

19. Audit: CONTRACTOR will submit an annual external organizational audit to BHS, including a separate schedule of revenue and expenditures of COUNTY program funds prepared by a Certified Public Accountant. CONTRACTOR's receiving more than \$750,000 annually of Federal funding as part of this COUNTY funded program must provide a single audit, detailing revenue and expenditures of COUNTY program funds and prepared by a Certified Public Accountant. CONTRACTOR's receiving less than \$200,000 annually from COUNTY are not required to obtain an annual external organizational audit, however, at the COUNTY's

discretion, the COUNTY reserves the right to request an external audit for any CONTRACTOR receiving COUNTY funds.

CONTRACTOR will comply with 42 CFR Parts 455. 104, 455.105, 1002.203 and 1002.3, in relation to the provision of information about provider business transactions, ownership and control, prior to entering into a contract and during re-certification and annual review.

Audits in accordance with 42 CFR 439.3(m) must be submitted within the earlier of thirty (30) days after receipt of the Certified Public Accountant's report or six months after the end of the CONTRACTOR's fiscal year period. The Audit Report shall be submitted to:

San Joaquin County Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton, CA 95202

- a. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll timesheets. These records shall be preserved in accordance with recognized commercial accounting practices.

20. Indemnification: CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, employees, officers, directors, contractors and agents from and against all losses, liabilities, damages, penalties, costs and fees, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional actions or omissions of COUNTY's employees, officers, directors, contractors and agents.

21. Insurance Requirements: Contractor shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees and agents named as

Additional Insured. COUNTY insurance requirements must be met prior to starting work with San Joaquin County. CONTRACTOR agrees to be responsible to ensure that the requirements set forth are also to be met by CONTRACTOR's subcontractors. During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing ongoing operations and duties under this Agreement:

- a. **Workers' Compensation and Employer's Liability:** As required by any applicable State or Federal law or regulation and Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, CONTRACTOR will comply with a program of Workers' Compensation Insurance or a state-approved self-insurance program.
- b. **Commercial General Liability Insurance:** The policy shall have combined single limits for bodily injury or property damage including personal injury of not less than two million dollars (\$2,000,000), for each occurrence. The aggregate limit shall be \$4,000,000.
- c. **Professional Liability** with \$1,000,000 limit as appropriately relates to services rendered including coverage for medical malpractice, and/or errors and omissions.
- d. **Cyber Liability** with \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- e. **Automobile Liability:** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to transport clients, CONTRACTOR shall maintain comprehensive automobile liability, with the following minimum limits:

- f. **Additional Named Insured:** All certificates of insurance except for workers' compensation and professional liability shall contain additional endorsements naming COUNTY and its officers, employees, agents, as additional insured with respect to liabilities arising out of performance of services.
- g. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- h. **Proof of Coverage:** CONTRACTOR shall immediately furnish certificates of insurance to COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be cancelled, reduced or expire, without thirty (30) day's written notice to COUNTY. CONTRACTOR shall maintain such insurance and furnish to COUNTY certified copies of the certificates and all endorsements from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with copies of the certificates and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.
- i. **Liability:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

22. **Conflict of Interest:** CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this agreement by giving written notice thereof.

CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

Further, any member of CONTRACTOR's Board of Directors or officers is prohibited from working for CONTRACTOR except by consent of the DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances.

23. **Nepotism:** Nepotism occurs when relatives are in the same chain-of-command. A management official or supervisor with authority to take personnel management actions may not select a relative for a position anywhere in CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in CONTRACTOR's organization. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings. Except by consent of DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.
24. **Adherence to Computer Software Copyright Laws:** CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available from this Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
25. **Charitable Choice:** CONTRACTOR shall not use funds provided through this contract for inherently religious activities, such as sectarian worship, religious instruction, or proselytization. No federal funds shall be used by CONTRACTOR to provide direct, immediate or substantial support to any religious activity. CONTRACTORS that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the CONTRACTOR's program, and CONTRACTOR shall notify clients of their rights to be referred to another program if they object to the religious nature of the program at intake. Referrals made due to the religious nature of the CONTRACTOR's program shall be submitted annually to the COUNTY by June 30.
26. **Domestic Partners Act:** Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

27. **Lobbying and Restrictions:** By signing this Agreement, the CONTRACTOR certifies that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR to support lobbying activities to influence proposed or pending federal or state legislation for appropriations. This prohibition is related to the use of federal grant funds and is not intended to offset the right, or the right of any other organization, to petition Congress, or any other level of Government, through the use of other resources (31 USC, Section 1352).
28. **Non-Exclusive Rights:** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies, or individuals for similar services.
29. **Governing Law:** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
30. **Venue:** Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.
31. **Entire Agreement:** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits and/or attachments, this Agreement shall prevail.
32. **Severability:** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
33. **Enforcement of Remedies:** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
34. **Modification, Amendments, and Waiver:** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

35. **Exhibits to Contract:** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and shall have the same force and effect as set forth in the Agreement. The provisions of the Exhibits shall survive the termination of this agreement.
36. **Headings:** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
37. **Force Majeure:** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
38. **Independent Contractor:** In the performance of work duties, and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent contractor practicing his or her own profession and not as an employee of COUNTY. CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of San Joaquin COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed. CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary except as provided in Exhibit A. A copy of the CONTRACTOR's current professional, local, state or other business license required to conduct the services stated herein, will be provided to the COUNTY.
39. **Assignments:** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
40. **Disputes and Remedies:** Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim,

or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.

- a. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.
- b. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.
- c. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- d. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

41. **Green Purchasing Policy:** COUNTY has a Green Purchasing Policy; please go to website to view: [San Joaquin County Green Purchasing Policy](#). COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.

A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that

possess independent third-party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

42. **Work Products, Marketing and Branding:** All reports, publications, brochures, letters of interest or other material for distribution to the public, which are produced and/or paid for by COUNTY funds, must be approved by BHS Contracts Management prior to publication and must state in writing that the program is funded by San Joaquin County Behavioral Health Services. In addition to the statement of funding, all proposed publication/media material must include the official San Joaquin County Greatness Grows Here logo or the Behavioral Health Services logo. The COUNTY will provide the official logo(s) to the CONTRACTOR.

CONTRACTOR must submit proposed publication/media material to BHS Contracts Management for review and approval a minimum of twenty (20) days prior to public release of any material. Within ten (10) days of receipt, BHS Contracts Management will provide the CONTRACTOR with written approval, suggested revisions or disapproval to print and/or disburse the publication/media material.

San Joaquin County BHS Contracts Management will review publication/media material for the following:

- a. County and/or BHS logo usage, placement, and funding statement
- b. General user/reader friendliness, including literacy level appropriateness, spelling, and grammar.

43. **Termination:** Either party to this Agreement may for any reason terminate this agreement at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:

- a. Immediately terminate the Agreement with CONTRACTOR.
- b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
- c. All other remedies provided by law.

Upon written notice from State Department of Health Care Services to the COUNTY or CONTRACTOR that CONTRACTOR is not complying with law or regulation, this agreement

shall be terminated immediately. CONTRACTOR is to supply promptly all information necessary for the reimbursement of any outstanding claims.

44. **Notices:** Notices concerning this agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County
County Administration Building
44 North San Joaquin Street, Suite 640
Stockton, CA 95202

CONTRACTOR:

City of Tracy
Attn: xxxxxxxxxxx
Tracy Police Department
1000 Civic Center Drive
Tracy, CA 95376

COPY TO:

San Joaquin County
Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton, CA 95202

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

ATTEST: RACHÉL DEBORD,
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

COUNTY OF SAN JOAQUIN
a political subdivision of the
State of California

By: _____ (seal)
Clerk

By: _____
Miguel A. Villapudua, Chairman
Board of Supervisors

Hereinabove referred to as "COUNTY"

By: _____
Nancy Young, Mayor
City of Tracy

Hereinabove referred to as "CONTRACTOR"

APPROVAL RECOMMENDED:

By: _____
Greg Diederich, Director
Health Care Services

By: _____
Genevieve G. Valentine
Behavioral Health Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Rachael Allgaier,
Deputy County Counsel

Exhibit A
BHJIS Grant Extension and Refunding Request for Jan 2024 – Mar 2025

Background

San Joaquin County Behavioral Health Services (SJCBS), in partnership with Tracy Police Department (TPD), is working to strengthen differential responses by law enforcement for people with behavioral health challenges. Through existing BHJIS grant funds, TPD has expanded its Neighborhood Services Division to include two **police co-response programs** targeting the needs of housed and unhoused people with behavioral health challenges.

The **Familiar Faces Team**, conducts homeless street outreach and engagement while the **Mobile Evaluation Team (MET)**, conducts scheduled assessments and evaluations of people identified as having potentially serious behavioral health challenges. Additionally, MET is tasked with conducting welfare checks and following-up with previously identified individuals and vulnerable families.

Prior BHJIS funding helped launch the two teams, procure necessary equipment and supplies, and develop standard operating procedures. Significant accomplishments include:

- The Familiar Faces and MET teams are in the field five days a week.
- BHS personnel are on site an average of three days a week.
- Duties and responsibilities for responding to people with behavioral health challenges are being normalized for patrol officers who are leaning more significantly into their partnership with the Familiar Faces and MET teams.

According to SJCBS clinicians and Police command staff, the teams are critical in assisting patrol officers in responding to people with behavioral health concerns by facilitating any communications with SJCBS and reducing officer involvement.

Program Description

i. Location and Hours of Operation

Existing coverage is 8 hours, five days a week, and will expand to 10 hours most days with partial weekend coverage within the City of Tracy. Shifts will be staggered to meet the following needs.

- Later hours of availability on Friday nights and weekends
- Earlier hours of availability during school days.
- All team members will work at least one day with every other team member.
- At least two people are on duty most of the time.

ii. Target Population

The target population includes unsheltered homeless individuals and those at imminent risk of homelessness or hospitalization due to unmanaged behavioral health concerns. Clients will be identified through the following means:

- Case managers conduct outreach and engagement with people living in places not meant for human habitation (encampments, tents, vehicles, on the streets, etc.).
- Patrol officers make referrals for people suspected of having an unmanaged behavioral health concern and /or homeless or at risk of homelessness who do not meet criteria for a 5150 hold or crisis response.

- MET team make referrals for people suspected of having a mild to moderate behavioral health concern and/or homeless who are not initially responsive to services.
- SJCBS and Whole Person Care teams make referrals for people who are not initially responsive to services and are thought to have exited a hospital or institution to the City of Tracy.

iii. Estimated Number of People to be Served

In a one-year period the two existing case managers engaged over 175 individuals. An estimated 100+ homeless people currently live in the City of Tracy, a drop of nearly 50% over the past two years - primarily due to better connections and engagements to services. During October there were 134 law enforcement related calls involving the target population. 81% of incidents were resolved without an arrest or citation. Currently, each case manager holds a caseload of about 50-60 people, about twice the number recommended according to best practices. Between 50-60 new clients are identified each quarter due to the transient nature of the population.

The more recently formed MET team is also growing its caseload. In October the team worked intensively with nine clients, including four new referrals. Five of the nine required transport and coordination with crisis services during the month, the remaining four were kept stabilized in the community through regular wellness checks. Already the team is seeing increases in the month of November and anticipates a growth in services as word is spreading among officers and partner programs on the work of the team.

With the addition of another case manager, the goal is to reduce caseloads to an average of 30 clients per case manager, provide weekend coverage, and be more available and responsive to requests for service by patrol officers or the MET team.

iv. Description of Staff to be Funded

Administrative Staffing: one administrative assistant

Under the original solicitation, Tracy Police contracted with a consultant to support implementation, integration, and roll-out of program operations. Moving forward, it is important that TPD absorbs more of the work to (1) coordinate activities between partners and patrol units, (2) upload and validate incident responses into multiple data systems, and (3) track and report program impact. Administrative assistance will deepen operational capacity and further support the integration of the co-responder units within the Department.

Direct Service Personnel: One case manager

SJCBS and the Tracy Police Department are requesting funds for one of three case managers to work within the Department's Neighborhood Services Division. Familiar Faces case managers are professional staff with experience serving people with mental illnesses, substance use disorders, housing instability, and/or justice involvement. Case managers typically have a breadth of experience in engaging and motivating people who have significant barriers to services, including addiction, abuse, trauma, and a distrust of law enforcement or other government employees.

Familiar Faces case managers are City of Tracy employees and are required to wear standard attire (khaki pants and t-shirts), identification, and are responsible for developing a client case plan, assisting clients in meeting goals, recording service and case management activities, and conducting coordinated activities with service partners and health professionals to meet client needs. These duties may also

involve transporting clients to behavioral health care appointments or other meetings necessary to obtain identification, public benefits, or procure shelter or housing.

Direct Service Expenses 1: Services and Supplies

Funding is requested to support outreach and operations, including supplies to meet emergency and basic needs including first aid kits, socks, hats, water, snacks, and pet food. Other emergency needs may include motel vouchers for clients if the shelter is full or not suitable due to client mobility or disability concerns.

Direct Service Expense 2: Data and Linkages to Services,

Funds are requested to purchase an additional HMIS license and to update the Department's computer system to (1) add secondary disposition codes for Familiar Faces and MET team referrals, (2) add standardized reports for MET and Familiar Faces teams, and (3) to develop mapping capacity aligned to the secondary disposition codes.

Direct Service Expenses 3: Personnel Equipment

Funding is requested to purchase necessary equipment for one new case manager, including uniforms, one laptop computer, and a cell phone for field operations.

Coaching and Virtual Learning Collaboratives

Funds are requested to continue working with the existing technical assistance provider on a more modest basis. If re-funded under this grant extension the technical assistance provider will work closely with the Tracy Police Department command staff to:

- Develop operational procedures for patrol officers to make referrals to Familiar Faces and MET teams, including standards for filing reports and updating incident logs.
- Complete operational agreements between SJCBS and Tracy Police on coordinated care and responses, including (limited and appropriate) data sharing agreements meeting HIPAA and DOJ requirements for confidentiality.
- Organize officer training in mental health responses in partnership with SJCBS clinicians.
- Convene at least two in-person learning collaboratives for Tracy area homeless service and behavioral health providers on coordinated activities.

Program Budget and Justification

The two co-response teams currently operate Monday through Friday from 8:30 am – 4:30 pm within the City of Tracy. Staffing includes one sergeant, three Neighborhood Resource Officers, two Familiar Faces case managers, and (through BHS) two mental health professionals. Their core purpose is to prevent and avert crisis responses, including arrests and hospitalizations of people with behavioral health challenges and to increase stabilization and wellness through referrals to mental health, housing or shelter programs, medical services, and other interventions as needed. Tracy Police absorbs the cost of two existing case managers, but more support is critical to shore up operations.

SJCBS and the Tracy Police Department are requesting **\$336,350.00** in BHJIS renewal funds to sustain the co-responder units and maintain services as planned and scoped through the original solicitation.

Long Term Sustainability

Over the long-term, Tracy Police Department has identified facility space and prepared a staffing and budget plan for operations. Receipt of renewal funds under BHJIS will provide further proof of concept

to Council on the importance of officers working with behavioral health professionals and case managers to de-escalate situations and help community residents maintain their health and wellbeing.

Budget

| Deliverable | Amount | Justification |
|---|------------------|--|
| Administrative Staffing <ul style="list-style-type: none"> ▪ Administrative Assistant | \$ 140,027 | Base Salary, Step C \$ 70,880.00 Bilingual \$ 1,418.00 Deferred Comp \$ 3,544.00 FICA \$ 5,019.00 Medicare \$ 1,174.00 Insurance \$ 36,404.00 Workers Comp \$ 1,829.00 Life Insurance \$ 162.00 PERS (Misc) \$ 7,909.00 PERS (UAL) \$ 11,688.00 \$ 140,027.00 |
| Direct Service Personnel <ul style="list-style-type: none"> ▪ Case Manager | \$ 151,903 | Base Salary, Step C \$ 76,558.00 Bilingual \$ 1,688.00 Deferred Comp \$ 4,220.00 FICA \$ 5,962.00 Medicare \$ 1,394.00 Insurance \$ 36,404.00 Workers Comp \$ 2,178.00 Life Insurance \$ 162.00 PERS (Misc) \$ 9,418.00 PERS (UAL) \$ 13,919.00 \$ 151,903.00 |
| Direct Service Expense | \$ 24,420 | <ul style="list-style-type: none"> ▪ \$15,000 or \$1,000 a month for operational supplies over 15 months ▪ \$5,000 for HMIS licenses (\$250 each) and (\$4,500) for the vendor to update reporting software to meet critical operational needs (service flags). ▪ \$4,420 for two each of: computer (\$1,000 x 2), annual cell phone allowance (\$360 x 2) and uniform costs (\$850 x 2 under the City's bargaining agreement). |
| Coaching and Virtual Learning Collaboratives | \$ 20,000 | 100 hours of coaching, technical assistance, and training with TPD and partners @\$200 / hr. |
| Quarterly and Final Reporting | \$ 0.00 | Reporting is in-kind through SJCBS and TPD |
| TOTAL | \$336,350 | |

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CONTRACTORS who provide services to San Joaquin County (SJC) Medi-Cal beneficiaries shall comply with the following Program Integrity requirements. The term CONTRACTOR includes the agency and the staff of the agency that enters into contract with San Joaquin County Behavioral Health Services (SJCBS) to provide services to SJC Medi-Cal beneficiaries.

1. Standards Of Conduct

SJCBS is committed to compliance, by letter and spirit, with all applicable federal, state, and local laws and regulations.

CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness.

CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any SJCBS policies, standards of conduct or any federal, state or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.

CONTRACTOR and its employees are responsible for reading, understanding, and adhering to SJCBS policies regarding Program Integrity by signing SJCBS Standards of Conduct for Organizational Providers that will be provided by SJCBS.

2. Compliance Program

2.1 Federal Requirements:

San Joaquin County Behavioral Health Services (SJCBS) has implemented a Compliance Program in compliance with the Code of Federal Regulations (CFR), Title 42, Section 438.608, to guard against fraud, waste or abuse.

CONTRACTOR and its employees are required to comply with applicable state and federal regulations, and with SJCBS policies, procedures and standards, that are designed to detect, respond, prevent, and correct violations of those requirements. SJCBS shall review CONTRACTOR's continued compliance through periodic and/or ad-hoc auditing and monitoring of CONTRACTOR's activities as determined by SJCBS, in addition to site certification reviews conducted at least every three (3) years.

2.2 Consent to Criminal Background Checks:

2.3.1. CONTRACTOR is required to consent to criminal background checks as a condition of enrollment including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider, per 42 CFR, Section 455.434(a). CONTRACTOR will disclose any managing employee or agent convicted of a crime related to federal health care programs.

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2.3 Monitoring and Verification of Provider Eligibility (per 42 CFR, Section 455.436)

2.3.1 Compliance Sanction Check and Medi-Cal Certification:

In compliance with Federal and State regulations which prohibit affiliation with individuals or affiliates of individuals debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities, CONTRACTOR identified as a Covered Entity under HIPAA Regulations (Title 45, CFR, Section 160.103), shall conduct sanction checks verifying that new and current employees (prior to hiring and monthly thereafter) are not on the following exclusion databases to ensure CONTRACTOR's eligibility for reimbursement through Medicare and Medi-Cal funds:

- Office of Inspector General (OIG) Exclusion List at <http://exclusions.oig.hhs.gov>
- Medi-Cal List of Suspended or Ineligible Providers at www.medi-cal.ca.gov
- System for Award Management at <https://www.sam.gov>

Should the sanction check result in a positive match at any time, CONTRACTOR shall notify the SJCBS Compliance Officer at (209) 468-8750 no later than the next business day.

2.3.2 Verification of the Social Security Administration's Death Master File: CONTRACTOR is required to verify new and current (prior to hiring) employees are not on the Social Security Administration's Death Master File.

2.4.3 Verification of the National Plan and Provider Enumeration System (NPPES): CONTRACTOR is required to verify the accuracy of new and current (upon enrollment/re-enrollment) employees in the NPPES.

2.4.4. Documented Evidence: CONTRACTOR shall keep documented evidence of all verification activities for SJCBS monitoring.

If any payment was made to CONTRACTOR for services provided by anyone of CONTRACTOR's staff that is on any of the above exclusion databases, that payment shall be subject to recovery and/or the basis for other sanctions by the appropriate authority (per Sections 1128 & 1128A of the Social Security Act; 42 CFR, Sections 438.214 and 438.610; and DMH Letter No. 10-05).

Service Verification:

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In Compliance with Federal and State Requirements in 42 CFR, Sections 455.19a(2) and 455.20(a), regarding the certification of accurate data submitted by CONTRACTOR for reimbursement, CONTRACTOR shall comply with the verification methods as determined by SJCBS.

2.4 Mandatory Trainings:

CONTRACTOR shall ensure that all employees who assist in the performance of functions or activities as part of this agreement, or access or disclose protected health information (PHI), complete privacy and information security training and compliance training within 30 days of hire and at least annually thereafter at CONTRACTOR's expense.

2.5 Documentation:

CONTRACTOR shall comply with SJCBS policies, procedures and standards regarding proper documentation of services and billing, including third-party verification of documentation before claiming. Failure to provide required documentation in a timely manner may result in delayed or withheld payment to CONTRACTOR.

CONTRACTOR shall reimburse SJCBS for any and all internal and external audit disallowances that are the CONTRACTOR's responsibility.

CONTRACTOR shall provide services in compliance with authorization requirements, and shall reimburse SJCBS for unauthorized services, i.e., services that cannot be billed to Medi-Cal because of the lack of a current Client Plan that authorizes those services.

2.6 False Claims:

CONTRACTOR shall be liable for knowingly presenting or causing to be presented, submitting or causing to be presented, a false or fraudulent claim, record or statement for payment (Federal False Claims Act - 31 United States Code, Chapter 37, Sections 3729-3733), and California False Claims Act - Government Code, Sections 12650-12656).

2.6.1 The federal civil penalty for each claim (or service billed) is \$ 5,500 to \$ 11,000 for each false claim, plus 3 times the amount of damages.

2.6.2 The state civil penalty for each claim (or service billed) is up to \$10,000 for each false claim, plus 3 times the amount of damages, and the costs of a civil action brought to recover any of those penalties or damages.

2.6.3 The criminal penalty for willfully making or causing to be made any false statement or representation of a material fact or any benefit or payment under a federal health care program, is a felony, and upon conviction, a

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fine of no more than \$25,000 or imprisonment of no more than 5 years, or both (42 USC, Section 1128B).

2.7 Whistleblower Protections

CONTRACTOR shall not discharge, demote, suspend, threaten, harass, or discriminate against an employee, because of lawful acts done by the employee in cooperating with the False Claims Acts, including investigation for, initiation of, testimony for, or assistance in an action filed or one in the process of being filed (31 USC, Section 3730h).

2.8 Availability and Accessibility of Services

CONTRACTOR who also serves enrollees of commercial health plans (e.g. Health Plan of San Joaquin, Kaiser, Blue Shield, Blue Cross, etc.) is required to offer Medi-Cal beneficiaries at least the same hours of operation and access to services as he/she offers to commercial health plan enrollees.

Practice Guidelines - *CONTRACTOR agrees to follow the clinical practice guidelines set forth by SJCBS (Practice Guidelines).*

Advance Directives - *CONTRACTOR is required to comply with SJCBS policies, procedures and requirements regarding Advance Directives, as set forth in 42 CFR, Sections 489.100 and 422.128.*

2.9 Beneficiary Problem Resolution Process

CONTRACTOR shall comply with applicable regulations and SJCBS policies and procedures regarding the Beneficiary Problem Resolution Process as described below:

2.10 For Mental Health Medi-Cal Providers only:

CONTRACTOR shall comply with SJCBS policies and procedures regarding Beneficiary Problem Resolution Process in accordance with 42 CFR, Part 438, Subpart F, and Title 9, California Code of Regulations (CCR), Sections 1850.205-1850.208, and 1850.305.

The Beneficiary Problem Resolution Process includes processes for grievances, standard appeals and expedited appeals that enable beneficiaries to resolve concerns or grievances about any specialty mental health service-related issue. CONTRACTOR is required to resolve concerns as quickly and simply as possible.

2.11 For Substance Use Disorder Medi-Cal Providers only:

CONTRACTOR shall comply with Title 22, California Code of Regulations (CCR, Section 51314.1(p) by informing beneficiaries of their right to a fair

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hearing related to the denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.

CONTRACTOR shall also comply with Title 9, California Code of Regulations (CCR, Section 10420(a) regarding the fair hearing protocol for program termination and notification of right to a fair hearing, and Sections 10906-10910 regarding the development of an informal complaint resolution process and for resolving complaints when a client believes he or she has been subject to discrimination based on ethnic group identification, religion, age, sex, color, or physical or mental disability.

3. Provision of Services

Services, benefits and facilities shall be provided to patients, or clients without regard to their race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status, and no one shall be refused services because of the inability to pay for such service.

Nondiscrimination in Services, Benefits and Facilities:

Consistent with the requirements of **applicable** federal law, such as Title 42 Code of Federal Regulations, Part 438.3(d)(3) and (4), and state law, CONTRACTOR and any subcontractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status.

CONTRACTOR and any subcontractor shall comply with Title VI or the Civil Rights Act of 1964, Title 42 U.S.C., Section 2000d, and the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons and all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

For the purpose of this contract, distinctions on the grounds of race color, creed or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission,

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enrollment quota, eligibility, membership or the requirement or condition which individuals must meet in order to be provided any service or benefits; the assignment of times or places for the provision of services on the basis of the race, color, creed or national origin or the participant to be served. SJCBS and all subcontractors will take affirmative action to ensure that intended beneficiaries are provided services without regard to their race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status.

Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by SJCBS and/or the subcontractor because of their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status, may be resolved by the State through the Department of Health Care Services' Affirmative Action Complaint Process.

Notice of Complaint Process: SJCBS and CONTRACTOR shall, subject to the approval of the Department of Health Care Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Care Services.

EXHIBIT C – ADDITIONAL FEDERAL GRANT CLAUSES

| | |
|--|--|
| Subrecipient Name | City of Tracy |
| Subrecipient Unique Entity Identifier | |
| Federal Award Identification Number (FAIN) | |
| Subaward Period of Performance Start and End Date | January 1, 2024 – March 31, 2025 |
| Name of Federal Awarding Agency | SAMSHA Projects for Assistance in Transition from Homelessness (PATH) |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement | \$336,500 |
| Identification of whether the award is Research and Development | No |
| Indirect Cost Rate for the Federal Award | Federal negotiated rate or a de minimum indirect cost rate as defined in 45 CFR 75.414(f). |

APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit Z shall control.

§200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

DEBARMENT AND SUSPENSION – Executive Orders 12549 and 12689

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by San Joaquin County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and San Joaquin County, the Federal Government may pursue available remedies, including but not

limited to suspension and/or debarment.

- c. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

☒ DISCLOSURE REQUIREMENTS – Title 42, C.F.R. Part 455.104

Contractors and Network Providers of San Joaquin County Behavioral Health Services (SJCBS) are required to submit updated disclosures regarding their ownership and control to SJCBS upon submitting the provider application, before entering into or renewing the network provider's contracts, within 35 days after any change in the contractor/network provider's ownership, annually and upon request from the California State Department of Health Care Services (DHCS) during the re-validation of enrollment process under Title 42, Code of Federal Regulations (CFR) Part 455.104.

SJCBS shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations, Part 455.104.

Disclosures to be provided:

- a. Name and address of any person (individual or corporation) with an ownership or control interest in the contractor or network provider;
- b. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c. Date of birth and Social Security Number (in the case of an individual);
- d. Other tax identification number (in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any contractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent (5%) or more interest);
- e. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the same or any other network provider of SJCBS as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any contractor in which the disclosing entity (or fiscal agent or SJCBS) has a 5% or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
- f. The name of any other disclosing entity (or fiscal agent or managed care entity) in which SJCBS or contracting network provider has an ownership or control interest; and
- g. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Disclosures may be submitted to:

San Joaquin County Behavioral Health Services
Attention: Compliance Officer
1212 North California Street
Stockton, CA 95202

§200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

EQUAL EMPLOYMENT OPPORTUNITY

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Contract > \$100,000)

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

COPELAND “ANTI-KICKBACK” ACT.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (“FEMA”) may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**BYRD ANTI-LOBBYING AMENDMENT – 31 U.S.C. 1352
includes ATTACHMENT A**

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient.

☒ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 40 U.S.C. 3701-3708

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.
- c. Withholding for unpaid wages and liquidated damages. San Joaquin County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

☒ CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES (Contract > \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- b. The Contractor agrees to report each violation to San Joaquin County and understands and agrees that San Joaquin County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- d. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

The contract is funded through a FEMA grant or cooperative agreement. If checked, Provisions 1 through 5 apply.

1. Access to Records.

- a. The Contractor agrees to provide the San Joaquin County, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5. Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ATTACHMENT “A”

Byrd Anti-Lobbying Amendment

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES IN PARTNERSHIP WITH THE SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES AND RELATED ACTIONS; AND (2) APPROPRIATING THE GRANT AWARD OF \$336,350.00 TO THE POLICE DEPARTMENT'S OPERATIONAL BUDGET

WHEREAS, The Police Department (PD), working in partnership with the San Joaquin County Behavioral Health Services (County), has been awarded a third distribution of \$336,350.00 through the California Department of Health Care, Behavioral Health Justice Intervention Services; and

WHEREAS, The PD is a sub-awardee through this grant and has previously been awarded \$213,000 in 2022 and \$93,000 in 2023 to support the establishment of PD's Familiar Faces Program that assists the homeless population; and

WHEREAS, Through future City Council actions, staff will be requesting that the appropriated funds be used to create one new Administrative Assistant position and one new Homeless Outreach Coordinator in PD's Mental Health Mobile Evaluation Team (MET) and the Homeless Outreach Familiar Faces team; and

WHEREAS, The grant award must be used by March 31, 2025, or it will be forfeited; and

WHEREAS, Acceptance of the grant requires execution of the San Joaquin Behavioral Health Services Community Agreement, with the County, in the form attached as Attachment A; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the acceptance of a grant award from the California Department of Health Care Services in partnership with the San Joaquin County Behavioral Health Services; and be it

FURTHER RESOLVED: That the City Council authorizes the execution of the San Joaquin Behavioral Health Services Community Agreement, with the County, in the form attached as Attachment A and any other related actions needed to effectuate the receipt of the grant funds; and be it

FURTHER RESOLVED: That the City Council appropriates the grant award of \$336,350.00 to the Police Department's operational budget; and be it

FURTHER RESOLVED: That staff will return to the City Council for future actions to create any new positions and authorization for the use of the grant funds towards such actions.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of April 2024 by the following vote:

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

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

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

Agenda Item 1.L

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) for entering into two agreements with PowerGen, Inc. for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility; (2) approving an interim General Services Agreement with PowerGen, Inc. for nine (9) months effective July 1, 2023 through March 31, 2024 with a not-to exceed amount to \$617,539.47; (3) approving a new General Services Agreement with PowerGen, Inc. with a not to exceed amount of \$657,253.70 with an initial term from April 1, 2024 through June 30, 2025; and (4) authorizing the City Manager to extend the Agreement up to one additional year, subject to the not-to-exceed amount.

EXECUTIVE SUMMARY

In 2022, City Council Resolution No. 2022-162 authorized the General Services Agreement with PowerGen, Inc., for the provision of electrical generators and fuel tanks at the Temporary Emergency Housing Facility located at 370 Arbor Road in Tracy (Project Site), from November 1, 2022 to June 30, 2023. Although that agreement expired by its terms on June 30, 2023, PowerGen, Inc. (PowerGen) has continued to perform under the original Agreement at the request of the City, and the City has continued to pay PowerGen for those services on a monthly basis. While the City is currently working diligently to procure electrical equipment required for a permanent power supply, staff determined there is a need to extend these temporary services through June 30, 2025 and possibly beyond in order to keep the facility running.

In conjunction with interim general services agreement to capture the period between July 1, 2023 and March 31, 2024, staff recommends entering into a new agreement with PowerGen at lower rates to extend services through 2025. In lieu of a greater extension of the original agreement, in effort to promote transparency, comply with public bidding requirements, and reduce unnecessary costs, over the last month, staff revisited and surveyed lower-cost alternatives and requested informal bids from two other vendors to provide this temporary power supply service. However, staff was able to work with PowerGen to negotiate the lowest monthly rate for the rentals of the generators that are already installed on-site. As a result, staff is proposing a new agreement with PowerGen, Inc. through June 30, 2025 with an option to extend for an additional 12 months.

The Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommend that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

On November 1, 2022, the City Council adopted Resolution No. 2023-162 ratifying various procurement contracts for goods and general services executed by the City Manager to

implement interim housing solutions to address the declared shelter crisis, including to accommodate the electrical needs of the modulars and custom containers at the Project Site. This was due to continued construction delays for Phase II of the project which include the power supply switch gears for both the north and south end of the property. On February 21, 2023, the City entered into a General Services Agreement (GSA) with PowerGen pursuant to Resolution No. 2022-162, to provide the rental and maintenance of diesel generators, supplies, and a tank at the Project Site for the period of October 10, 2022 through June 30, 2023.

The term of the GSA expired on June 30, 2023; however, the City has not formally terminated the GSA due to the ongoing need to temporarily provide the electrical needs of the modulars and custom containers at the site for Phase III and Phase IV and has continued to receive services from PowerGen on a monthly basis. Because that agreement expired, an interim agreement is required to bridge the time between expiration and the commencement of the new agreement presently proposed.

ANALYSIS

Staff has been working for months to procure and establish permanent power supply at the Project Site. On July 5, 2023, the City Council awarded two separate contracts (Reso's No. 2023-131 and No. 2023-132) with DV Electric for CIP 71112 Main Power Supply Project for the Project Site. However, on January 16, 2024, Council rescinded both of these resolutions, as the contractor (DV Electric) was non-responsive and not responsible. As a result, staff is still in the process of procuring alternative permanent power supply at the Project Site. The timetable for installation of the permanent power supply is contingent upon procuring "switchgear" electrical components from a separate supplier.

While staff is preparing permanent solutions, there continues to be a need for temporary power at the Project Site.

Tracy Municipal Code Section 2.20.180 (b)(4) states that exceptions to standard procurement procedures is allowable "When, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment, or general services, the costs of which equal or exceed Fifty Thousand and no/100ths (\$50,000.00) Dollars."

California Public Contract Code Section 20301(a) states: The purchase of all supplies, equipment, and materials, when the expenditure required exceeds one hundred fifty thousand dollars (\$150,000), shall be by contract let to the lowest responsible bidder, or, in the authority's discretion, to the responsible bidder who submitted a proposal that provides the best value to the authority on the basis of the factors identified in the solicitation. "Best value" means the overall combination of quality, price, and other elements of a proposal that, when considered together, provide the greatest overall benefit in response to the requirements described in the solicitation documents.

Staff contacted other generator suppliers for quotes to provide the same generators and maintenance. In this process, it was determined that using the existing generators and infrastructure to connect the power to the shelter was in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180 (b)(4) and California Public Contract Code Section 20301(a). In the instance where the City would choose another vendor, PowerGen would be

required to remove their equipment and another vendor would be required to install new generators. By doing this, it was highly likely that the shelter would be without power for multiple days. Staff worked with PowerGen to negotiate a lower monthly rental rate that was comparable to the other quotes. The cost of installing the new generators would have been an added cost to the City.

Staff recommends continuing the rentals of the generators and fuel tanks through PowerGen, at the Project Site to continue to temporarily provide the electrical needs of the modulares and custom containers at the site for Phase III and Phase IV, until the permanent electricity is installed as part of the Phase II-Site Improvements. This agreement includes an option to extend the contract one year extension to provide staff flexibility to use the generators in the event the new power supply is not installed.

Fuel for the generators is being provided under an agreement with another vendor and is no longer supplied by PowerGen.

Staff recommends two agreements to memorialize and extend PowerGen services through 2025:

- (1) An interim General Services Agreement effectively extending the terms of the original agreement with PowerGen that expired on June 30, 2023 to March 31, 2024; and
- (2) A new General Services Agreement at reduced rates, commencing April 1, 2024, for an initial term expiring June 30, 2025, with an administrative option to extend if permanent power has yet to be installed at that time.

FISCAL IMPACT

Funding for the first term of the agreement is funded as part of the existing Homeless Services Operating Budget. This available budget is comprised of funding from the General Fund and grants. The second-year term, July 1, 2024 through June 30, 2025 will be included with the FY24-25 Homeless Services General Fund Operating budget.

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency Projects. No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority and implements the adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) for entering into two agreements with PowerGen, Inc. for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility; (2) approving an interim General Services Agreement with PowerGen, Inc. for nine (9) months effective July 1, 2023 through March 31, 2024 with a not-to exceed amount to \$617,539.47; (3) approving a new General Services Agreement with PowerGen, Inc. with a not to exceed amount of \$657,253.70 with an initial term from April 1, 2024 through June 30, 2025; and (4) authorizing the City Manager to extend the Agreement up to one additional year, subject to the not-to-exceed amount.

Prepared by: Brian MacDonald, Interim Director of Operations and Utilities

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Kimberly Murdaugh, Interim Assistant City Manager

ATTACHMENTS:

Attachment A – Interim GSA PowerGen, Inc. (July 1, 2023 through March 31, 2024)
Attachment B – GSA PowerGen, Inc. (April 1, 2024 through June 30, 2025)
Attachment C – GSA PowerGen, Inc. (Executed in 2023) and Resolution No. 2022-162

CITY OF TRACY
INTERIM GENERAL SERVICES AGREEMENT WITH
PowerGen, Inc.

This Interim General Services Agreement (“Agreement”) is made effective July 1, 2023 (“Effective Date”) by and between the City of Tracy, a municipal corporation (“City”), and PowerGen, Inc., a California corporation (“Contractor”). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to enter into this Agreement with Contractor for Contractor to provide the Temporary Emergency Housing Facility located at 370 W. Arbor Avenue, Tracy, CA 95304 (Project Site) with the rental of diesel generators and supplies (as further described herein and in Exhibit A, Project or Services).
- B.** In December of 2022, Phase III of the Project Site was opened, housing up to 48 individuals in leased modular structures. Additionally, Phase IV-Custom Containers was opened in December of 2023, providing housing for an additional 38 individuals.

City Council Resolution No. 2022-162 authorized and the Parties executed the General Services Agreement with PowerGen, Inc., for the provision of electrical generators and fuel tanks at the Project Site from November 1, 2022 to June 30, 2023. Phase III and Phase IV are both being powered by the generators due to the lack of permanent power to the site. Since June 30, 2023, PowerGen, Inc. has continued to perform under the original Agreement at the request of the City.

- C.** The Parties intend to now memorialize that agreement for the exchange of goods and services between July 1, 2023 and March 31, 2024, under the same terms and conditions of the General Services Agreement that expired by its terms on June 30, 2023.
- D.** In January of 2024, City Staff conducted a review and analysis of the Project Site needs for power supply, performed an informal bidding process to analyze alternatives, contacted has requested informal bids from two other vendors to provide this service, and worked with PowerGen for a proposal of lower cost for the same services provided. Staff determined continuing the contractual relationship with PowerGen was in the best interest of the City considering comparable cost of services and cost of transitioning power supply and equipment at a homeless shelter to a different vendor.
- E.** Pursuant to Tracy Municipal Code Section 2.20.180(b)(4), for the foregoing reasons the City Council determined that strict compliance with the standard procurement process is not in the best interest of the City with regard to this Agreement.
- F.** After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- G.** This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.080 and pursuant to Resolution No. _____ which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. At the direction of the City, Contractor shall perform the Services and complete the Project, which includes, but is not limited to, the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Mike Quedens. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement or uses any unapproved subcontractor or subconsultant.

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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin July 1, 2023 and expire on March 31, 2024, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$617,539.47. It is understood and agreed that Contractor may not receive compensation up to this amount, and Contractor's total compensation under this Agreement will depend on the Services ultimately provided by Contractor. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. It is understood and agreed that Contractor may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Contractor's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City 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.

3.3.1. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be

deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Contractor, its employees, subcontractors, agents and subconsultants.

3.3.2. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the performance of Contractor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("Claims") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Contractor's obligations under this Agreement; and/or Contractor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Contractor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

Contractor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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, and in any event, within five (5) days of such request.

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 in its sole and absolute discretion by giving ten (10) days’ written notice to Contractor. Within five (5) days of such termination, Contractor shall give the City all original documents relating to the Services in Contractor’s possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to 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 to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, 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 mediator 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. . If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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 within five (5) days of any 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. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor’s employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or contractors during the term of this Agreement to provide the City the same or similar services that Contractor is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Contractor a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Contractor so as to satisfy the City’s needs.

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 any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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:

James Thompson
Operations Superintendent -APWA CFPF
City of Tracy
520 N. Tracy Blvd
Tracy, CA 95376

To Contractor:

PowerGen, Inc.
793 S. Tracy Blvd. #307
Tracy, CA 95376

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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 and that it is authorized to do business in California and in good standing with all agencies having jurisdiction over Contractor. 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.

14.14 Counterparts. City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 Expenses for Enforcement. Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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 foregoing terms.

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

PowerGen, Inc.

Victor Poley

By: Victor Poley
Title: Chief Executive Officer
Date: 3/27/24

Federal Employer Tax ID No. 81-1050033

Julie Poley

By: Julie Poley
Title: Secretary/Treasurer
Date: 3/27/24

Exhibits:

- A Scope of Work
- B Compensation

EXHIBIT A - Scope of Work

Contractor shall supply the following rental equipment for the City of Tracy at 370 W. Arbor Avenue, Tracy, CA 95304.

Rental Equipment:

- 200KW Diesel Generator (2) – Triple Shift
- 200KW Diesel Generator (2) – Single Shift
- 800 AMP Panel with Breaker
- 1200 AMP Panel with Breaker
- 400 Amp Automatic Transfer Switch (2)
- Cable Ramps (16)
- Containment Berms (4)
- Cable and Pigtails

EXHIBIT B - Compensation

Generators and Accessories:

- 200KW Diesel Generator (2) – Triple Shift
- 200KW Diesel Generator (2) – Single Shift
- 800 AMP Panel with Breaker
- 1200 AMP Panel with Breaker
- 400 Amp Automatic Transfer Switch (2)
- Cable Ramps (16)
- Containment Berms (4)
- Cable and Pigtails
 - Monthly Rental Rate: \$61,908.93
 - Tax at 8.25%: \$3,416.82

Grand Total Monthly Rate: \$67,016.42

Projected Rental Period: July 1, 2023 to March 31, 2024

Projected NTE: \$617,539.47

CITY OF TRACY
INTERIM GENERAL SERVICES AGREEMENT WITH
PowerGen, Inc.

This Interim General Services Agreement (“Agreement”) is made effective July 1, 2023 (“Effective Date”) by and between the City of Tracy, a municipal corporation (“City”), and PowerGen, Inc., a California corporation (“Contractor”). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to enter into this Agreement with Contractor for Contractor to provide the Temporary Emergency Housing Facility located at 370 W. Arbor Avenue, Tracy, CA 95304 (Project Site) with the rental of diesel generators and supplies (as further described herein and in Exhibit A, Project or Services).
- B.** In December of 2022, Phase III of the Project Site was opened, housing up to 48 individuals in leased modular structures. Additionally, Phase IV-Custom Containers was opened in December of 2023, providing housing for an additional 38 individuals.

City Council Resolution No. 2022-162 authorized and the Parties executed the General Services Agreement with PowerGen, Inc., for the provision of electrical generators and fuel tanks at the Project Site from November 1, 2022 to June 30, 2023. Phase III and Phase IV are both being powered by the generators due to the lack of permanent power to the site. Since June 30, 2023, PowerGen, Inc. has continued to perform under the original Agreement at the request of the City.

- C.** The Parties intend to now memorialize that agreement for the exchange of goods and services between July 1, 2023 and March 31, 2024, under the same terms and conditions of the General Services Agreement that expired by its terms on June 30, 2023.
- D.** In January of 2024, City Staff conducted a review and analysis of the Project Site needs for power supply, performed an informal bidding process to analyze alternatives, contacted has requested informal bids from two other vendors to provide this service, and worked with PowerGen for a proposal of lower cost for the same services provided. Staff determined continuing the contractual relationship with PowerGen was in the best interest of the City considering comparable cost of services and cost of transitioning power supply and equipment at a homeless shelter to a different vendor.
- E.** Pursuant to Tracy Municipal Code Section 2.20.180(b)(4), for the foregoing reasons the City Council determined that strict compliance with the standard procurement process is not in the best interest of the City with regard to this Agreement.
- F.** After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- G.** This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.080 and pursuant to Resolution No. _____ which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. At the direction of the City, Contractor shall perform the Services and complete the Project, which includes, but is not limited to, the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Mike Quedens. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement or uses any unapproved subcontractor or subconsultant.

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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin July 1, 2023 and expire on March 31, 2024, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$617,539.47 . It is understood and agreed that Contractor may not receive compensation up to this amount, and Contractor's total compensation under this Agreement will depend on the Services ultimately provided by Contractor. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. It is understood and agreed that Contractor may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Contractor's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City 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.

3.3.1. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be

deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Contractor, its employees, subcontractors, agents and subconsultants.

3.3.2. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the performance of Contractor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("Claims") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Contractor's obligations under this Agreement; and/or Contractor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Contractor is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

Contractor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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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 within five (5) days of any 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. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor’s employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or contractors during the term of this Agreement to provide the City the same or similar services that Contractor is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Contractor a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Contractor so as to satisfy the City’s needs.

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 any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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:

James Thompson
Operations Superintendent -APWA CFPF
City of Tracy
520 N. Tracy Blvd
Tracy, CA 95376

To Contractor:

PowerGen, Inc.
793 S. Tracy Blvd. #307
Tracy, CA 95376

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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 and that it is authorized to do business in California and in good standing with all agencies having jurisdiction over Contractor. 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.

14.14 Counterparts. City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 Expenses for Enforcement. Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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.

*Interim General Services Agreement between:
The City of Tracy and PowerGen, Inc.*

[SIGNATURES ON FOLLOWING PAGE]

General Services Agreement between:
The City of Tracy and PowerGen, Inc.

The Parties agree to the full performance of the foregoing terms.

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Exhibits:

- A Scope of Work
- B Compensation

PowerGen, Inc.

By: *Victor Poley*
Title: Chief Executive Officer
Date: 3/27/24

Federal Employer Tax ID No. 81-1050033

By: *Julie Poley*
Title: Secretary/Treasurer
Date: 3/27/24

EXHIBIT A - Scope of Work

Contractor shall supply the following rental equipment for the City of Tracy at 370 W. Arbor Avenue, Tracy, CA 95304.

Rental Equipment:

- 200KW Diesel Generator (2) – Triple Shift
- 200KW Diesel Generator (2) – Single Shift
- 800 AMP Panel with Breaker
- 1200 AMP Panel with Breaker
- 400 Amp Automatic Transfer Switch (2)
- Cable Ramps (16)
- Containment Berms (4)
- Cable and Pigtails

EXHIBIT B - Compensation

Generators and Accessories:

- 200KW Diesel Generator (2) – Triple Shift
- 200KW Diesel Generator (2) – Single Shift
- 800 AMP Panel with Breaker
- 1200 AMP Panel with Breaker
- 400 Amp Automatic Transfer Switch (2)
- Cable Ramps (16)
- Containment Berms (4)
- Cable and Pigtails
 - Monthly Rental Rate: \$61,908.93
 - Tax at 8.25%: \$3,416.82

Grand Total Monthly Rate: \$67,016.42

Projected Rental Period: July 1, 2023 to March 31, 2024

Projected NTE: \$617,539.47

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
PowerGen, Inc. – Temporary Emergency Housing Facility Generator Rentals

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and PowerGen, 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 the Temporary Emergency Housing Facility (TEHF) with the rental of diesel generators, supplies, and a fuel tank; and
- B.** After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C.** Pursuant to Resolution No. 2022-121, approved by Tracy City Council on August 16th, 2022, and Resolution No. 2022-162, approved by Tracy City Council on November 1st, 2022, City Council dispensed the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4), and authorized execution of this Agreement.

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: PowerGen, Inc. 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 October 10th, 2022 and end on June 30th, 2023, 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 \$559,483.36. 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 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

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:

Karin Schnaider
Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

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

To Contractor:

PowerGen, Inc.
793 S. Tracy Blvd. #307
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.

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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.

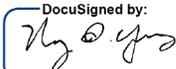
14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by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

DocuSigned by:

819521B585CB4AC...
By: Nancy D. Young
Title: Mayor
Date: 2/21/2023 | 10:54 AM PST

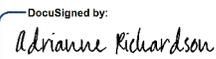
PowerGen, Inc.

DocuSigned by:

08B4BE55C912443...
By: Victor Poley
Title: CEO
Date: 2/15/2023 | 12:09 PM EST

Federal Employer Tax ID No. 81-1050033

Attest:

DocuSigned by:

C9C860E26FF741C...
Adrienne Richardson, City Clerk

DocuSigned by:

345710277CBC488...
By: Julie Poley
Title: Secretary/Treasurer
Date: 2/15/2023 | 9:02 PM PST

Approved as to form:

DocuSigned by:

07D8AA113BD04A3...
Bijal M. Patel, 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

PowerGen, Inc. will provide, deliver, and pick up the following rentals at 370 Arbor Rd., Tracy, CA 95304:

- Supply - 700-gallon Fuel Tank
- Supply - Cable Ramps (16)
- 20 x 4/0 Male Pig Tails
- 21 x 25' 4/0 Camlock Cable
- 38 x 50' 4/0 Camlock Cable
- 800 Amp Distribution Panel
- 1200 Amp Distribution Panel
- 10' x 18' Containment Berm (4)
- 400 Amp Automatic Transfer Switch (2)
- 200KW Diesel Generator (2) – Single Shift
- 200KW Diesel Generator (2) – Triple Shift

EXHIBIT B - Compensation

1) 700-gallon Fuel Tank

- ◆ Material: \$1,200.00 (Monthly Rental Charge)
- ◆ Tax @ 8.25%: \$ 99.00

Total: \$1,299.00

2) Generators and Accessories

- ◆ **Cable Ramps (16)**
- ◆ **20 x 4/0 Male Pig Tails**
- ◆ **21 x 25' 4/0 Camlock Cable**
- ◆ **38 x 50' 4/0 Camlock Cable**
- ◆ **800 Amp Distribution Panel**
- ◆ **1200 Amp Distribution Panel**
- ◆ **10' x 18' Containment Berm (4)**
- ◆ **400 Amp Automatic Transfer Switch (2)**
- ◆ **200KW Diesel Generator (2) – Single Shift**
- ◆ **200KW Diesel Generator (2) – Triple Shift**
 - ◇ Material: \$61,908.93 (Monthly Rental Charge)
 - ◇ Delivery Charge: \$ 810.00
 - ◇ Pickup Charge: \$ 810.00
 - ◇ Tax @ 8.25%: \$ 5,107.49

Total: \$68,636.42

Grand Total: \$69,935.42 Monthly Rental Charge
Projected Rental Period – November 22' to June 23'
Projected NTE: \$559,483.36

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2022-162

RATIFYING, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(1), VARIOUS PROCUREMENT CONTRACTS FOR GOODS AND GENERAL SERVICES EXECUTED BY THE CITY MANAGER TO IMPLEMENT INTERIM HOUSING SOLUTIONS TO ADDRESS THE DECLARED SHELTER CRISIS

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness (Facility); and

WHEREAS, site work for the Facility is underway, and the City solicited bids for the Project; and

WHEREAS, on August 16, 2022, the Council rejected the bid from the sole bidder, Gowan Construction, Inc. and authorized a rebid of this project; and

WHEREAS, the continued shelter crisis is resulting in a threat to the safety and health of the unsheltered as well as other residents in the City; and **WHEREAS**, the City desires to provide interim housing solutions until the completion and opening of the City's Facility; and

WHEREAS, the solutions will require vendors to implement and operate the interim solutions; and

WHEREAS, the solutions may include various interim housing solutions, including procurement of goods and services; and

WHEREAS, on August 16, 2022, the City Council approved Resolution 2022-121 and directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered until the completion and opening of the Facility, including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and

WHEREAS, pursuant to Tracy Municipal Code Section 2.20.140(b)(6), Resolution 2022-121 dispensed the procurement requirements for professional services for contracts providing interim housing solutions; and

WHEREAS, for purchases or general services of \$50,000 or more, Tracy Municipal Code Section 2.20.180 requires that the City follow a formal bidding procedure for the procurement of such goods or general services; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(1) allows such formal bidding procedures to be dispensed in an emergency, provided that the City Manager reports to the City Council, at the 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; and

WHEREAS, the shelter crisis poses an immediate threat to the health and safety of the unsheltered and surrounding Tracy community, and the City Manager has executed the contracts set forth in Exhibit A, attached hereto, due to this emergency; and

WHEREAS, many of the opportunities to provide interim housing solutions would have become unavailable if the City conducted formal bidding procedures;

WHEREAS, Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing (Facility) site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and now therefore be it

RESOLVED: That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it

FURTHER RESOLVED: That the City Council hereby ratifies the contracts for procurement of goods and certain general services set forth in Exhibit A that have been executed by the City Manager, pursuant to Tracy Municipal Code section Section 2.20.180(b) (1); and

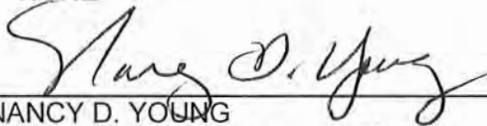
FURTHER RESOLVED: That the City Council hereby finds that formal bidding procedures for the above contracts were properly dispensed to due to the declared shelter crisis; and be it

FURTHER RESOLVED: the City Council, based on its own independent investigation and judgment, finds that no further analysis under the California Environmental Quality Act (CEQA) for the actions authorized herein because: 1) Government Code section 8698.4 exempts the application of the various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; 2) the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112); 3) A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA

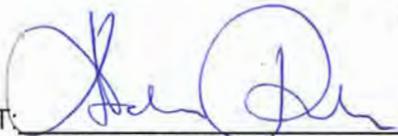
Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and 4) No environmental impacts beyond those already analyzed for the CIP exist.

The foregoing Resolution 2022-162 was adopted by the Tracy City Council on November 1, 2022, by the following vote:

| | | |
|-------------|------------------|--|
| AYES: | COUNCIL MEMBERS: | ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG |
| NOES: | COUNCIL MEMBERS: | NONE |
| ABSENT: | COUNCIL MEMBERS: | NONE |
| ABSTENTION: | COUNCIL MEMBERS: | NONE |



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



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

Exhibit A
SIGNED CONTRACTS PROPOSED FOR CITY COUNCIL RATIFICATION

| <u>Vendor</u> | <u>Summary</u> | <u>FY 2022/23</u> | <u>Not to Exceed Amount</u> |
|---|--|-------------------|-----------------------------|
| Grade Tech | Change order with contractor to prepare Arbor Road site for modulars and shipping container sleeping quarters; funded by CIP 71112 | \$670,000 | \$670,000 |
| KPA Group | Change order with engineering firm to prepare Arbor Road site for modulars and shipping container sleeping quarters; funded by CIP 71112 | \$68,580 | \$68,580 |
| Mobile Modular | Lease of four modulars for non-congregate sleeping quarters (approximately 50 beds) and one Administration Building | \$192,000 | \$1,000,000 |
| PowerGen | Rental of Generators for 12 months | \$43,000 | \$75,000 |
| PowerGen | Fuel supplied and delivered for 12 months | \$875,000 | \$1,250,000 |
| American Bedding | Sleeping quarter furniture (approximately 90 beds) | \$ 65,000 | \$65,000 |
| Custom Containers 915 (shipping containers) | Purchase of eight shipping containers for non-congregate sleeping quarters (approximately 40 beds) | \$656,000 | \$656,000 |
| Bicsec Security Inc | Fire Alarm System Installation | \$66,738 | \$66,738 |
| Jr Wagner Fire Protection Inc | Installation of Fire Sprinklers | \$26,000 | \$26,000 |
| United Fence Services | Temporary fencing until permanent fencing installed | \$20,000 | \$20,000 |

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) DETERMINING THAT COMPLIANCE WITH THE STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 20301 AND TRACY MUNICIPAL CODE SECTION 2.20.180(B)(4) FOR ENTERING INTO TWO AGREEMENTS WITH POWERGEN, INC. FOR THE RENTAL AND MAINTENANCE OF DIESEL GENERATORS REQUIRED AT THE TEMPORARY EMERGENCY HOUSING FACILITY;

(2) APPROVING AN INTERIM GENERAL SERVICES AGREEMENT WITH POWERGEN, INC. FOR NINE (9) MONTHS EFFECTIVE JULY 1, 2023 THROUGH MARCH 31, 2024 WITH A NOT-TO EXCEED AMOUNT TO \$617,539.47;

(3) APPROVING A NEW GENERAL SERVICES AGREEMENT WITH POWERGEN, INC. FOR THE RENTAL AND MAINTENANCE OF DIESEL GENERATORS REQUIRED AT THE CITY'S TEMPORARY EMERGENCY HOUSING FACILITY WITH A NOT TO EXCEED AMOUNT OF \$657,253.70 WITH AN INITIAL TERM FROM APRIL 1, 2024 THROUGH JUNE 30, 2025; AND

(4) AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT UP TO ONE ADDITIONAL YEAR, SUBJECT TO THE NOT-TO-EXCEED AMOUNT

WHEREAS, on November 1, 2022, the City Council adopted Resolution No. 2022-162 ratifying various procurement contracts for goods and general services to implement interim housing solutions at the Temporary Emergency Housing Facility located at 370 Arbor Road in Tracy (Project Site); and

WHEREAS, Resolution No. 2022-162 authorized the General Services Agreement with PowerGen, Inc., (PowerGen) for the provision of electrical generators and fuel tanks at the Project Site from November 1, 2022 to June 30, 2023 (Agreement); and

WHEREAS, the term of the Agreement expired on June 30, 2023, however, the City has not formally terminated the Agreement and has continued to receive services from PowerGen through present time for which the City is current on payments, and a formal interim general services agreement is required to memorialize the exchange of services and payment for the period between July 1, 2023 and March 31, 2024; and

WHEREAS, the City is anticipating the need for such services through June 30, 2025 while permanent power supplies are procured and installed; and

WHEREAS, staff performed informal bidding procedures to analyze alternatives to fulfillment of City needs for temporary power supply at the project Site through June 30, 2025,

including by obtaining estimates for delivery of the same services supplied by PowerGen; Staff worked with PowerGen to negotiate a lower monthly rental rate that was comparable to the other quotes obtained; and

WHEREAS, staff determined the cost of the services across multiple proposers was equivalent, and that if another vendor was selected and PowerGen terminated, the homeless shelter at the Project Site would lose one or more days of electricity as a result of the required removal and transition of electrical equipment from PowerGen to a new contractor; and

WHEREAS, for the foregoing reasons, pursuant to Tracy Municipal Code Section 2.20.180 (b)(4) it is in the City's best interest not to comply with formal bidding requirements requiring public advertisement and selection of the "lowest responsible" bidder; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on March 21, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: Pursuant to Tracy Municipal Code Section 2.20.180(b)(4), the City Council hereby determines that entering into the Interim General Services Agreement with PowerGen, Inc. attached hereto as Attachment 1 in strict compliance with the standard procurement process is not in the best interest of the City; and be it further

RESOLVED: Pursuant to Tracy Municipal Code Section 2.20.180(b)(4), the City Council hereby determines that entering into the General Services Agreement with PowerGen, Inc. attached hereto as Attachment 2 in strict compliance with the standard procurement process is not in the best interest of the City; and be it further

RESOLVED: That the City Council for the City of Tracy approves the interim General Services Agreement with PowerGen, Inc. attached hereto as Attachment 1 for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility for nine (9) months commencing July 1, 2023 and automatically expiring March 31, 2024 with a not-to-exceed amount to \$617,539.47; and be it further

RESOLVED: The City Council approves the General Services Agreement with PowerGen, Inc., attached hereto as Attachment 2 with a not-to-exceed amount of \$657,253.70 for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility with an initial term from April 1, 2024 through June 30, 2025, with an administrative option to extend for an additional year subject to the not-to-exceed amount; and be it further

RESOLVED: That the City Council authorizes the Mayor to execute the Interim General Services Agreement with PowerGen, Inc., attached hereto as Attachment 1; and be it further

RESOLVED: That the City Council authorizes the Mayor to execute the General Services Agreement with PowerGen, Inc., attached hereto as Attachment 2.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of April, 2024, by the following vote:

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

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

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

ATTACHMENTS:

- (1) Interim General Services Agreement (Extending term to March 31, 2024)
- (2) General Services Agreement (Through June 30, 2025)

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to consider a report of the final costs for the abatement of weeds, rubbish, refuse, and flammable materials on designated parcels, and upon conclusion, approve such report and assessment of such costs in accordance with Tracy Municipal Code Section 4.12.320.

EXECUTIVE SUMMARY

Under the Joint Powers Agreement of the South San Joaquin County Fire Authority (Fire Authority), the Fire Authority is responsible to coordinate abatement activities for hazardous materials and nuisances within the City of Tracy. The Fire Authority's weed abatement contractor has completed the abatement of all fire hazards on designated properties. The contractor has submitted invoices for the abated properties. In accordance with Tracy Municipal Code (TMC) Section 4.12.320, notices of this hearing relating to the costs of abatements were sent to parcel owners within the City following the abatement. The notice stated the time and date of this public hearing, during which time owners may raise any objections to the final costs of the completed abatement.

DISCUSSION

Under Section 3.1(A)(3) of the Joint Powers Agreement of the South San Joaquin County Fire Authority, the Fire Authority is responsible to coordinate abatement activities for hazardous materials and nuisances within the City of Tracy. Pursuant to the Tracy Municipal Code, a public hearing is required prior to the abatement of any parcels. Sections 4.12.250 through 4.12.340 of the TMC set forth the procedure for the City to abate weeds, rubbish, refuse and flammable material on private property.

Pursuant to TMC, Section 4.12.280, the Fire Authority sent a notice to the property owners listed in **Exhibit A** to this staff report. This notice was sent after multiple unsuccessful attempts to obtain voluntary compliance. The notice required the said owner to abate weeds, rubbish, refuse and flammable material on his/her parcel within twenty (20) days, and informed the property owner(s) that a public hearing would be conducted, where any protests regarding the notice to abate would be heard. The Tracy Municipal Code provides that upon failure of the owner, or authorized agent, to abate within 20 days from the date of notice, the City will perform the necessary work by private contractor and the cost of such work will be made a personal obligation of the owner, or become a tax lien against the property.

In accordance with TMC Section 4.12.290, the City Council conducted properly noticed public hearings on September 5, 2023 and September 19, 2023, and upon conclusion of such hearings authorized the abatement of the properties listed in **Exhibit A** (see Resolutions 2023-184 and 2023-199). Based on the Council's actions, the Fire Authority directed the Greater Valley Conservation Corps of the San Joaquin County Office of Education to complete the abatement of the listed properties. The abatement was completed at a cost to the City of \$16,956.42. The cost of abatement assessed to the property owner is the actual

cost of the Fire Authority's contractor plus a 25% overhead charge. The total cost, including the 25% overhead charge, is \$21,195.53.

Under the provisions of TMC Section 4.12.320, the Fire Authority timely notified affected property owners of the costs of abatement and this public hearing, wherein Council would consider the report of costs and any objections of the property owners liable for the cost of abatement.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the City. Weed abatement services are provided on a cost recovery basis. Actual costs incurred by the City to provide weed abatement services plus a twenty-five percent administrative charge are billed to the property owner.

CEQA

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., 'CEQA') and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines') in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)).

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to consider a report of the final costs for the abatement of weeds, rubbish, refuse, and flammable materials on designated parcels, and upon conclusion, approve such report and assessment of such costs in accordance with Tracy Municipal Code Section 4.12.320.

Prepared by: Timothy Spears, Fire Marshal

Reviewed by: Randall Bradley, Fire Chief
Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

ATTACHMENTS

1. Exhibit A – List of Parcels

EXHIBIT A

| South San Joaquin County Fire Authority Weed Abatement | | | | | | | |
|--|-----------------------|----------------------------|------------------------|----------------|-------|-------|------------|
| APN | SITUS ADDRESS | NAME/BUSINESS | MAILING ADDRESS | CITY | STATE | ZIP | Cost |
| 23510071 | 280 W Mt Diablo Ave | GANESAN RAMU & VASANTHA TR | 5831 Avellina Dr | Dublin | CA | 94568 | \$7,423.21 |
| 23510015 | 302 W. Mt. Diablo Ave | KHINDA MOHINDER S ETAL | 2316 Highiet Ct | Tracy | CA | 95377 | \$7,423.21 |
| 238-050-20 | 2480 W Byron Rd | Patel Panchaksha C ETAL | 469 W Bonaventure Ave. | Mountain House | CA | 95391 | \$2,110 |

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2024-_____

APPROVING A REPORT OF THE FINAL COSTS AND ASSESSMENTS FOR THE ABATEMENT OF WEEDS, RUBBISH, REFUSE, AND FLAMMABLE MATERIALS ON DESIGNATED PARCELS, IN ACCORDANCE WITH TRACY MUNICIPAL CODE SECTION 4.12.320

WHEREAS, Under the Joint Powers Agreement of the South San Joaquin County Fire Authority (Fire Authority), the Fire Authority is responsible to coordinate abatement activities for hazardous materials and nuisances within the City of Tracy; and

WHEREAS, In accordance with Tracy Municipal Code (TMC) Section 4.12.290, the City Council conducted properly noticed public hearings on September 5, 2023 and September 19, 2023, and upon conclusion of such hearings, authorized the abatement of the properties listed in Exhibit A (see Resolutions 2023-184 and 2023-199); and

WHEREAS, Pursuant to Tracy Municipal Code, Section 4.12.280, Fire Authority staff mailed on March 22, 2024, via certified mail, a notice to each of the owners of record of the properties listed within Exhibit A, that the existence of weeds, rubbish, refuse and flammable material on their properties was determined by the Fire Authority and the City to be a public nuisance and dangerous to public health and safety of the inhabitants of the City pursuant to Section 4.12.260 of the Tracy Municipal Code; and

WHEREAS, Each of the notices included an order to abate said public nuisance within twenty (20) days and informed each property owner of its opportunity to appear and object to the determination of public nuisance and abatement order at the public hearings conducted before the City Council on September 5, 2023 and September 19, 2023; and

WHEREAS, The TMC provides that upon failure of the owner, or authorized agent, to abate within 20 days from the date of notice, the City will perform the necessary work by private contractor and the cost of such work will be made a personal obligation of the owner, or become a tax lien against the property; and

WHEREAS, The City Council's Resolutions 2023-184 and 2023-199 authorized Fire Authority to direct its contractor to abate said public nuisance, upon the failure of the respective owners to comply; and

WHEREAS, The abatement was completed at a cost to the City of \$16,956.42; and

WHEREAS, Weed abatement services are provided on a cost recovery basis; actual costs incurred by the Fire Authority and the City of Tracy to provide weed abatement services are billed to the property owner; and

WHEREAS, pursuant to Tracy Municipal Code Section 4.12.320, the Fire Authority staff mailed, via certified mail, affected property owners of the costs of abatement and another scheduled public hearing, wherein the City Council would consider the report of costs and any objections of the property owners liable for the cost of abatement; and

WHEREAS, The cost of abatement assessed to the property owner is the actual cost of the City contractor plus a 25% administrative charge, per the TMC; and

WHEREAS, The City Council conducted a public hearing on April 2, 2024 and upon conclusion, approved the report of final costs and assessments to the affected owners; now, therefore, be it

RESOLVED, That City Council of the City of Tracy hereby approves the final report of abatement costs in the amounts set forth in Exhibit A attached hereto and authorizes the Fire Authority to attach a lien on each of the properties shown on said Exhibit A to secure recovery of the amounts of the final abatement costs.

The foregoing Resolution 2024- was passed and adopted by the Tracy City Council on the 2nd day of April 2024, by the following vote:

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

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

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

ATTACHMENTS:

A: Parcel List

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council:

- (1) Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the general plan amendment, rezoning, and development review permit for construction of 110 units of very low-income senior housing consisting of two buildings and site improvements on a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street, APN 235-420-16 (Project), in accordance with the California Environmental Quality Act, based on the findings, pursuant to Public Resources Code Sections § 21064.5 and 21080(C);**
- (2) Adopt a Resolution approving a general plan map amendment from residential medium to residential high for a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number GPA22- 0008);**
- (3) Introduce an Ordinance approving a rezone from medium density residential zone to high density residential zone for a 1.94- acre portion of an overall 6.85-acre site, located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number R22-0005); and**
- (4) Adopt a Resolution approving a development review permit and a density bonus for the Project (Application Number D22-0043).**

The applicant is Artifex West, Inc. for the Housing Authority County of San Joaquin.

EXECUTIVE SUMMARY

This agenda item is to consider a Rezone, General Plan Amendment, and Development Review Permit for the development of 110 units of very low-income senior housing ("Project") on a 1.94-acre portion ("Project Site") of an overall 6.85-acre site at 301 West Street, bounded by 4th street to the north and Mt. Diablo Avenue to the south, further described in Attachment A hereto ("Property"). The Project includes a Rezone for the 1.94-acre portion Project Site from Medium Density Residential (MDR) to High Density Residential (HDR), General Plan map amendment for the Project Site (from Residential Medium to Residential High) and a Development Review Permit for the design and construction of the 110 units of very low-income senior housing consisting of two buildings and site improvements. On March 13, 2024, the Planning Commission considered this item and, after deliberation, recommended that City Council approve the Project.

BACKGROUND AND LEGISLATIVE HISTORY

The subject Project Site, which is a 1.94-acre portion of an overall 6.85-acre site, consists of seven affordable housing buildings containing 17 units. The seven buildings were all built by the Department of Housing and Urban Development (HUD) for low-income housing in 1954. The seven affordable housing buildings containing 17 units have been uninhabited for over a year. The remainder of the 6.85-acre Property will remain as is which includes 43 units.

The Housing Authority County of San Joaquin (HACCSJ) is the property owner and manager of the overall 6.85-acre site which includes the 1.94-acre subject property. Artifex West, Inc., on behalf of HACCSJ, submitted a Development Application on October 17, 2022, for a Development Review Permit, Rezone, and General Plan Amendment.

The project includes a General Plan Amendment which is a legislative act requiring City Council consideration. Therefore, in accordance with Tracy Municipal Code (TMC) Section 10.08.3950(a), the Development Review Permit is a Tier 1 Application, also requiring City Council consideration following review and recommendation by the Planning Commission.

ANALYSIS

Project Description

The Project is located on a 1.94-acre portion of an overall 6.85-acre site located at 301 West Street (Attachment A). The subject property is surrounded by single family residential to the east and south, multi-family apartments to the west, and Fourth Street to the north. The proposal is to develop two, three-story buildings with 55 units each of very low-income senior housing with off-street parking, landscaping, and related site improvements. Attachment B, the plan set, contains the proposed site plan, floor plans, exterior elevations, preliminary landscape plan, and preliminary grading plans. The two buildings will be identical in floor plan. The proposed units would be 54 one-bedroom units at approximately 450 sq. ft. each, and one two-bedroom manager's unit at 950 sq. ft., for a total of 55 units. The two buildings combined would have a total of 110 units.

The proposed buildings' exteriors include five variations in color of stucco and a wood tone siding in two patterns, highlighting vertical recessed portions of all the elevations of the building. Varying vertical planes on all four building sides and decorative color elements on all sides of the building add to its interest and appearance. The north, east, and west elevations will also have built in planter boxes below the ground floor windows to add additional interest (Attachment B). The project for each building includes the following amenities: trellis with picnic tables, benches, and BBQ prep area with two BBQs. Overall, the architecture includes reasonable design elements to achieve consistency with the City's Design Goals and Standards, summarized below.

Site landscaping will be designed to meet City standards including 20 percent of the parking area in landscaping and 40 percent in canopy tree coverage. The existing site has 23 trees. Ten trees are proposed to be removed and 13 existing trees are proposed to remain pending an arborist's review of health. The project proposes to add 19 additional trees per the preliminary landscaping plan. The applicant is proposing to include 74 vehicle parking spaces and 10 bicycle parking spaces.

The site plan in Attachment B shows the location of the two proposed buildings. The applicant plans to phase this project into two phases. The first phase is the construction of the northern portion of the site and one of the two buildings with the HACSJ estimating a construction period of 18 months. Following completion of the first building construction of the second building would commence, starting a second construction period of 18 months.

General Plan Amendment and Rezone

The General Plan designation of the site is Residential Medium (RM). The RM designation allows a density range of 5.9 to 12 dwelling units per gross acre, with a focus on single family detached homes, duplexes, triplexes, fourplexes, townhouses, and apartment uses.

The proposed density for the project at 56.7 dwelling units per acre would not be allowed within the RM designation. Therefore, in addition to the Development Review Permit application, the

project includes a request to amend the General Plan designation of the site from RM to Residential High (RH). Attachment C contains the existing and proposed General Plan Map designations.

The HDR Zone will allow a density of up to one dwelling unit (du)/1,400 square feet of net lot area; therefore allowing 60 dwelling units on the 1.94-acre site. The Density Bonus provides for an increase in density of 50 dwelling units on the 1.94-acre site.

The zoning of the project site is Medium Density Residential (MDR). The applicant has requested that Planning Commission introduce an ordinance approving a rezone from MDR to High Density Residential (HDR). Zoning must conform with the General Plan. The applicant is proposing to rezone to HDR to be consistent with the proposed General Plan designation of RH. This would bring the General Plan designation in alignment with the zoning of the subject property. Attachment D contains the existing and proposed Zoning Districts.

Density Bonus

As indicated above, the proposed General Plan designation (RH) allows a density range of 12.1 to 25 dwelling units per gross acre. The HDR Zone allows a maximum density of one unit per 1,400 square feet of net lot area. Gross density consists of an entire residential project area, including parks, storm drain ponds, roads, and other non-residential features. Net density, by contrast, includes only the residential finished lot.

Density Bonus law allows a residential project to be developed above a zoning district's maximum density when the project includes affordable housing. Density Bonus law also allows concessions or incentives to zoning regulations. A project is granted a higher allowed density and a greater number of concessions as it creates a greater proportion of affordable units and an increase in affordability.

This project is proposing 100 percent, very low-income, senior housing for all 110 units. Therefore, in accordance with Density Bonus law, the project is entitled to an increase in density of 80 percent over the maximum density and up to four zoning regulation concessions. The proposed 110 units is the maximum density allowed for a 100 percent affordable housing project in the HDR Zone with this project's proximity to a fixed bus route and other applicable criteria of Assembly Bill 2334 listed below.

State law allows four concessions for 100 percent affordable housing and this project includes two concessions, namely car ports (covered spaces) and parking spaces. This project requires 188 parking spaces with 110 of those being covered spaces. This project includes a concession of 114 parking spaces and a concession of 110 covered spaces that will not be constructed.

In accordance with State law (Assembly Bill 2334) no off-street parking spaces are required for this project because it meets all of the following criteria:

- the development is for-rent housing;
- the development will have CC&Rs set forth the limitations on age, where such limitations require that each unit must be occupied by at least one senior citizen or qualifying resident;
- residents are 55 years of age or older;
- the development has paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

Consistency with General Plan Policies and City Standards

As evidenced in the analysis above, this proposed design meets the City's objectives for high quality design as required by the Tracy General Plan and the City of Tracy Design Goals and Standards, including the following:

General Plan Community Character Element

Goal CC-1 *Superior design quality throughout Tracy.*

Objective CC-1.1 *Preserve and enhance Tracy's unique character and "hometown feel" through high-quality urban design.*

Policy P3. *All new development and redevelopment shall adhere to the basic principles of high-quality urban design, architecture and landscape architecture including, but not limited to, human-scaled design, pedestrian-orientation, interconnectivity of street layout, siting buildings to hold corners, entryways, focal points and landmarks.*

Design Goals and Standards

Site Planning & Design

GOAL 1. *To integrate automobile, pedestrian, and alternative travel methods into site planning for optimal results for both the consumer and the business owner.*

Architecture

GOAL 1. *To promote well designed structures through attention to rich architectural details.*

Residential Uses

GOAL 3. *Encourage greater variety in housing types, development styles, site planning, and density mixes in order to provide increased diversity and visual interest in the City's residential development.*

Landscape

GOAL 2. *To maximize and balance landscape areas throughout each site.*

Findings

In accordance with Tracy Municipal Code Section 10.08.3920, the following findings are required, upon approving a Development Review Permit:

- (a) That the proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and
- (b) That the proposal conforms to this chapter, the General Plan, any applicable specific plan, the Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

Planning Commission recommends that the City Council make the requisite findings for this project based on the evidence in the record, including, without limitation, the following:

- (a) The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposed project would develop an existing project site with an existing seven uninhabited buildings with 110 very low-income

senior housing units. The proposed buildings and landscaped parking area meet the City's objectives for high quality design. The proposed buildings are architecturally interesting in that it has significant recesses and popouts, and it has incorporated several horizontal and vertical changes through its use of color and wood tone siding in the façade, which give the building interest and dimension. The architectural theme is present on all four sides of the building, and rooftop equipment will be hidden from view behind building parapets. In furtherance of the City's landscaping goals, an increased amount of landscaping, including a variety of canopy and accent trees, is proposed throughout the parking area, on the site's perimeter, and around the two buildings.

- (b) The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the City Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, because the proposed development will comply with all applicable City and State regulations for building design and construction, off-street parking and circulation, and landscaping design.

In accordance with Tracy Municipal Code Section 10.08.4690, the following finding is required, upon approving a Density Bonus:

- (a) 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, because the developer has confirmed that the reduced project land and construction costs associated with not developing an additional 114 off-street parking spaces and 110 carports will render the project financially infeasible in accordance with the eligibility requirements of the California Tax Credit Allocation Committee loan program, due to the limited land available and the number of units required to make the project feasible.

Planning Commission Recommendation

The Planning Commission conducted a public hearing to consider the project on March 13, 2024 and recommended City Council approve the Project.

FISCAL IMPACT

This agenda item does not request any expenditure of funds. The Housing Authority of San Joaquin County has been awarded a total of \$925,880 in Community Development Block Grants (CDBG) for this project over the last 6 years, as well as a \$4,000,000 loan from the Housing Asset Fund for affordable rental housing that City Council approved in July of 2020. The applicant paid the application processing fees established by the City Council and entered into a Cost Recovery Agreement to pay for the California Environmental Quality Act (CEQA) consultants. The applicant will pay applicable grading, building, development impact, and other construction permit fees upon commencement of project improvements.

PUBLIC OUTREACH / INTEREST

This item was duly noticed in the local newspaper and mailed to owners of property within 300 feet of the subject site. The meeting agenda was sent to all interested parties and posted at the Tracy Branch Library. In addition, a Community Outreach meeting was noticed by the HACSJ to

property owners by mail within 300 feet of the subject site. The Community Outreach meeting was held on Wednesday, January 31, 2024, from 4:00 – 5:00 p.m. at the HACSJ Tracy Homes Community Center. In addition to Housing Authority and City staff, four members of the public attended the meeting in person. Questions related primarily to potential effects of this project on existing Housing Authority project tenants in the adjacent 43 units. No opposition was expressed to the Project.

COORDINATION

This development application was reviewed by multiple City Departments, the South San Joaquin County Fire Authority, Tracy Delta Disposal, and the Air Pollution Control District as part of the City's normal application review process. This staff report was prepared by the Development Services Department Planning Division.

CEQA DETERMINATION

The City's environmental consultant, De Novo Planning Group, prepared an Initial Study/Mitigated Negative Declaration (MND) and MMRP (Attachment E) in accordance with the California Environmental Quality Act (CEQA). The analysis included evaluation of City's traffic, water, storm, and wastewater for the project site and an independent noise analysis and cultural analysis. Substantial supporting evidence contained in the MND and MMRP demonstrates the Project will not have a significant effect on the environment. Various potentially significant environmental impacts were identified stemming from development of the proposed two buildings containing 110 units. However, mitigation measures were identified for each of the potentially significant impacts that would, upon implementation, reduce the impacts to levels of insignificance. Therefore, in accordance with CEQA Guidelines Section 15074, a Mitigated Negative Declaration and MMRP are proposed for adoption, attached as part of Attachment E.

The Mitigated Negative Declaration pursuant to California Environmental Quality Act guidelines 15105 has been properly noticed for 20 days to provide a public review period and to the State Clearinghouse. We received two informational comments regarding excavating around pipeline and project being subject to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan that were forwarded to applicant.

Mitigation Measures

The 294-page MND attached hereto as Attachment E contains a number of mitigation measures determined to mitigate potential environmental impacts to less-than-significant levels. The MND analyzed potential impacts from all actions proposed as part of the Project and described in this action item, including the rezoning, General Plan amendment, and approval of the Development Review Permit. The detailed mitigation measures address various potential impacts including noise, hazardous materials, geology and soils, biological and cultural resources. The majority of the mitigation measures relate to potential impacts arising from the demolition of existing structures, and excavation and grading of soil.

Project Applicant has agreed to be subject to the mitigation measures by incorporation into the Conditions of Approval attached as Attachment F, which incorporate the entire MND. These mitigation measures will be further implemented and enforced by the City adopting the MND and approving the Conditions of Approval as part of an overall Mitigation Monitoring and Reporting Program as required by the California Environmental Quality Act (CEQA).

STRATEGIC PLAN

This project is related to the following City Councils Strategic Priorities:

- Economic Development Strategy Goal Number 6.4: Pursue zoning ordinance amendments to increase residential densities.
- Quality of Life Strategy Goal Number 4.1: Facilitate the development of affordable housing via affordable housing focused policies and incentives.
- Quality of Life Strategy Goal Number 4.2: Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommend that the City Council:

- (1) Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the General Plan Amendment, Rezoning, and Development Review permit for construction of 110 units of very low-income senior housing consisting of two buildings and site improvements on a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street, APN 235-420-16 (Project), in accordance with the California Environmental Quality Act, based on the findings, pursuant to public resources code sections § 21064.5 and 21080(c);
- (2) Adopt a resolution approving a General Plan Map amendment from Residential Medium to Residential High for a 1.94-acre portion of an overall 6.85-acre site located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number GPA22-0008);
- (3) Introduce an ordinance approving a Rezone from Medium Density Residential to High Density Residential for a 1.94-acre portion of an overall 6.85-acre site located at 301 West Street, Assessor's Parcel Number 235-420-16 (Application Number R22-0005); and
- (4) Adopt a resolution approving a Development Review Permit and Density Bonus for the Project (Application Number D22-0043).

Prepared by: Kenny Lipich, Interim Senior Planner

Reviewed by: Scott Claar, Interim Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager/Interim Development Services Director

ATTACHMENTS

Attachment A – Location Map

Attachment B – Plan Set, including site plan, floor plans, exterior elevations, color renderings, preliminary landscape plan, and preliminary grading plans

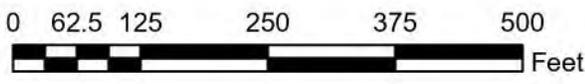
Attachment C – Existing and Proposed General Plan Map Designations of the subject property

Attachment D – Existing and Proposed Zoning Districts of the subject property

Attachment E – Mitigated Negative Declaration / Initial Study

Attachment F – Proposed City Council Resolution, with Project Findings (Exhibit 1), Existing and Proposed General Plan Map Designations of the subject property (Exhibit 2), and Project Conditions of Approval (Exhibit 3)

Attachment G – Proposed City Council Ordinance, with (Exhibit 1) Existing and Proposed Zoning Districts of the subject property

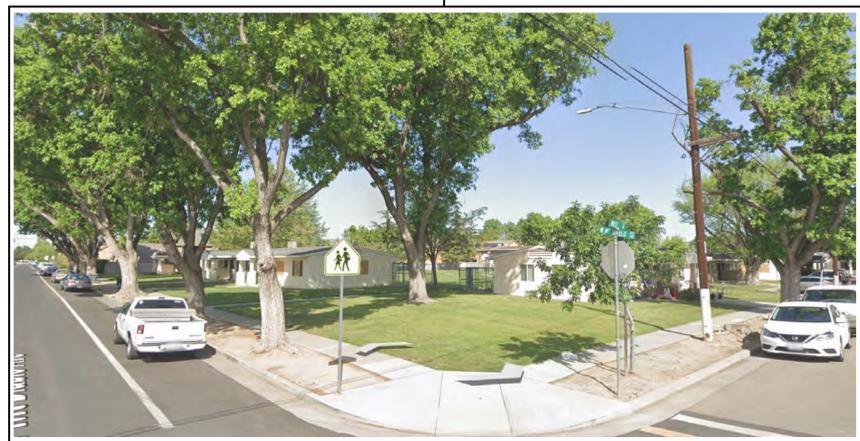




View From South West



View From South East



View From North East



TRACY SENIOR LIVING

301 WEST ST. TRACY, CA 95376

CURRENT ZONE - MDR
 PROPOSED ZONE - HDR

Parking Breakdown

Existing On-Site Parking to be Removed : 6

Existing On-Site Parking to be Remain : 43

Unit Breakdown

Existing Units to be Removed : 17

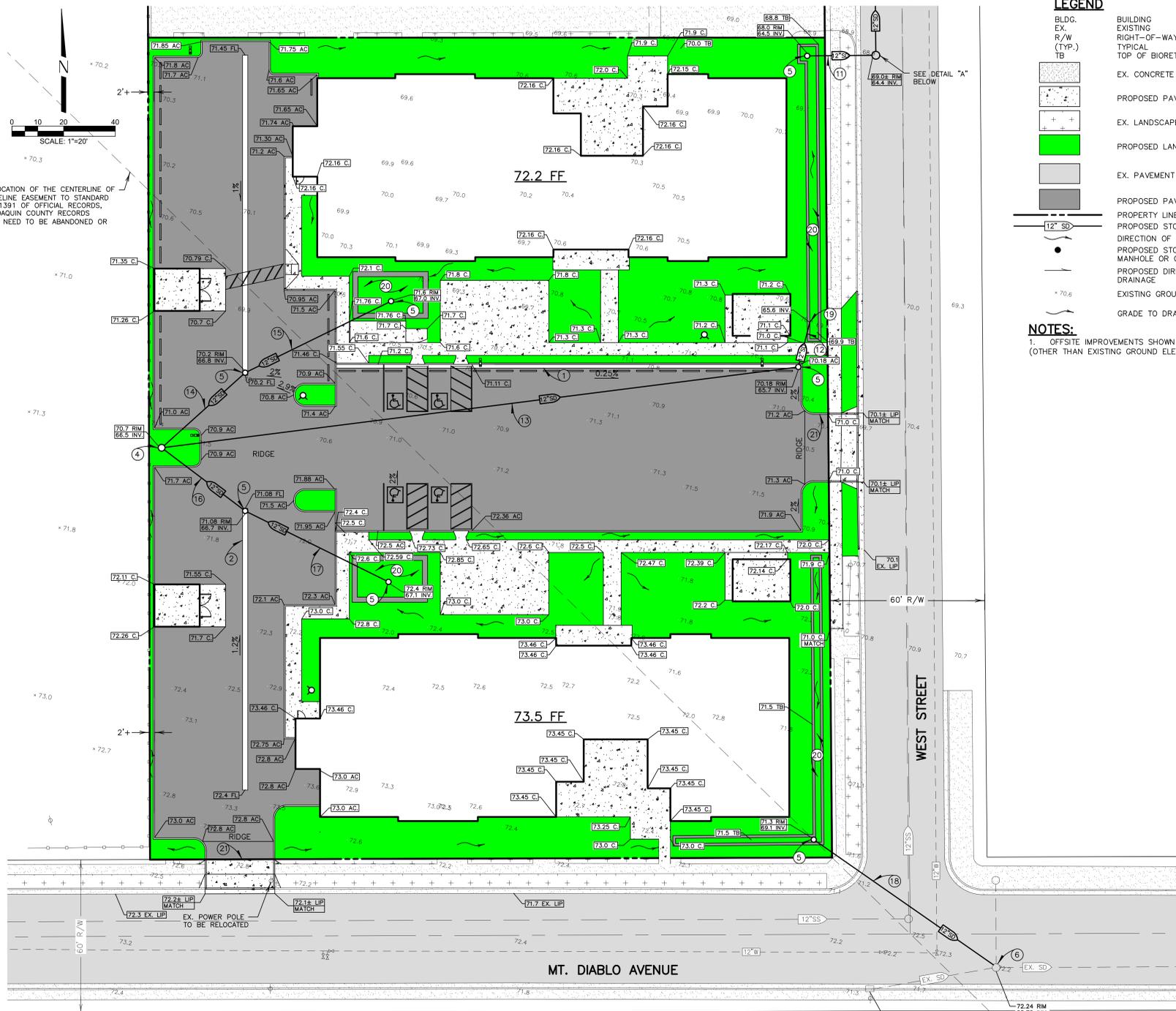
Existing Units to be Remain : 43

Tree Breakdown

Existing Trees to be Removed : 10

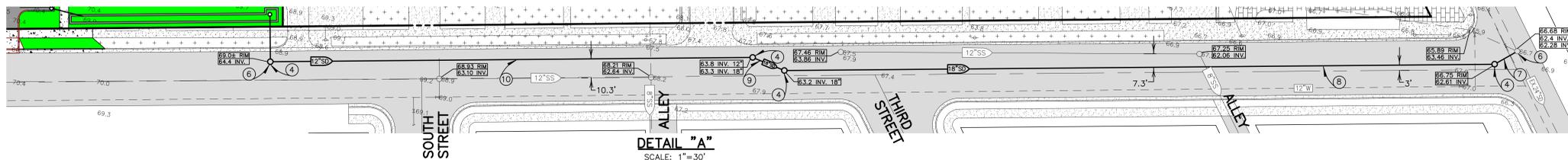
Existing Trees to be Remain : 13

**Treed to remain pending arborists review of health



GRADING PLAN

SCALE: 1"=20'
 S:\2022\2280\2_ CAD FILES\VP\CONV\06-STRV\2280 (C3-ON GRADING).dwg Dec 21, 2023



DETAIL "A"

SCALE: 1"=30'

LEGEND

- BLDG. BLDG.
- EX. EXISTING
- R/W RIGHT-OF-WAY
- (TYP.) TYPICAL
- TB TOP OF BIORETENTION
- EX. CONCRETE
- PROPOSED PAVEMENT
- EX. LANDSCAPE
- PROPOSED LANDSCAPE
- EX. PAVEMENT
- PROPOSED PAVEMENT
- PROPERTY LINE
- PROPOSED STORM LINE
- DIRECTION OF FLOW
- PROPOSED STORM DRAIN
- MANHOLE OR CATCH BASIN
- PROPOSED DIRECTION OF DRAINAGE
- EXISTING GROUND ELEVATION
- GRADE TO DRAIN

NOTES:

- 1 OFFSITE IMPROVEMENTS SHOWN ARE EXISTING. ON-SITE IMPROVEMENTS (OTHER THAN EXISTING GROUND ELEVATIONS) SHOWN ARE PROPOSED.

CONSTRUCTION NOTES:

- 1 INSTALL 164 LF ~ CURB AND GUTTER PER DETAIL ON SHEET C6.
- 2 INSTALL 110 LF ~ 18" VALLEY GUTTER PER DETAIL ON SHEET C6.
- 3 INSTALL 125 LF ~ 18" VALLEY GUTTER PER DETAIL ON SHEET C6.
- 4 INSTALL SDMH PER C.O.T. STD. 300.
- 5 INSTALL SDCB PER C.O.T. STD. 303.
- 6 CONNECT TO MANHOLE PER C.O.T. STD. 306.
- 7 INSTALL 15 LF ~ 18" SD LINE. S=0.0144
- 8 INSTALL 395 LF ~ 18" SD LINE. S=0.0015
- 9 INSTALL 20 LF ~ 18" SD LINE. S=0.0052
- 10 INSTALL 269 LF ~ 12" SD LINE. S=0.0022
- 11 INSTALL 27 LF ~ 12" SD LINE. S=0.0038
- 12 INSTALL 18 LF ~ 12" SD LINE. S=0.0056
- 13 INSTALL 249 LF ~ 12" SD LINE. S=0.0032
- 14 INSTALL 44 LF ~ 12" SD LINE. S=0.0069
- 15 INSTALL 63 LF ~ 12" SD LINE. S=0.0032
- 16 INSTALL 41 LF ~ 12" SD LINE. S=0.0049
- 17 INSTALL 27 LF ~ 12" SD LINE. S=0.0065
- 18 INSTALL 85 LF ~ 12" SD LINE. S=0.0036
- 19 INSTALL 3' X 3' ~ 12" MINUS RIP-RAP
- 20 INSTALL BIO-RETENTION, SEE DETAIL ON SHEET C6
- 21 INSTALL 26' WIDE DRIVEWAY PER C.O.T. STD. 130.



Know what's below.
 Call before you dig.

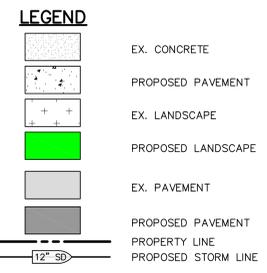
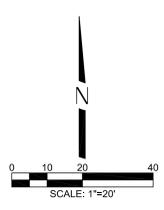
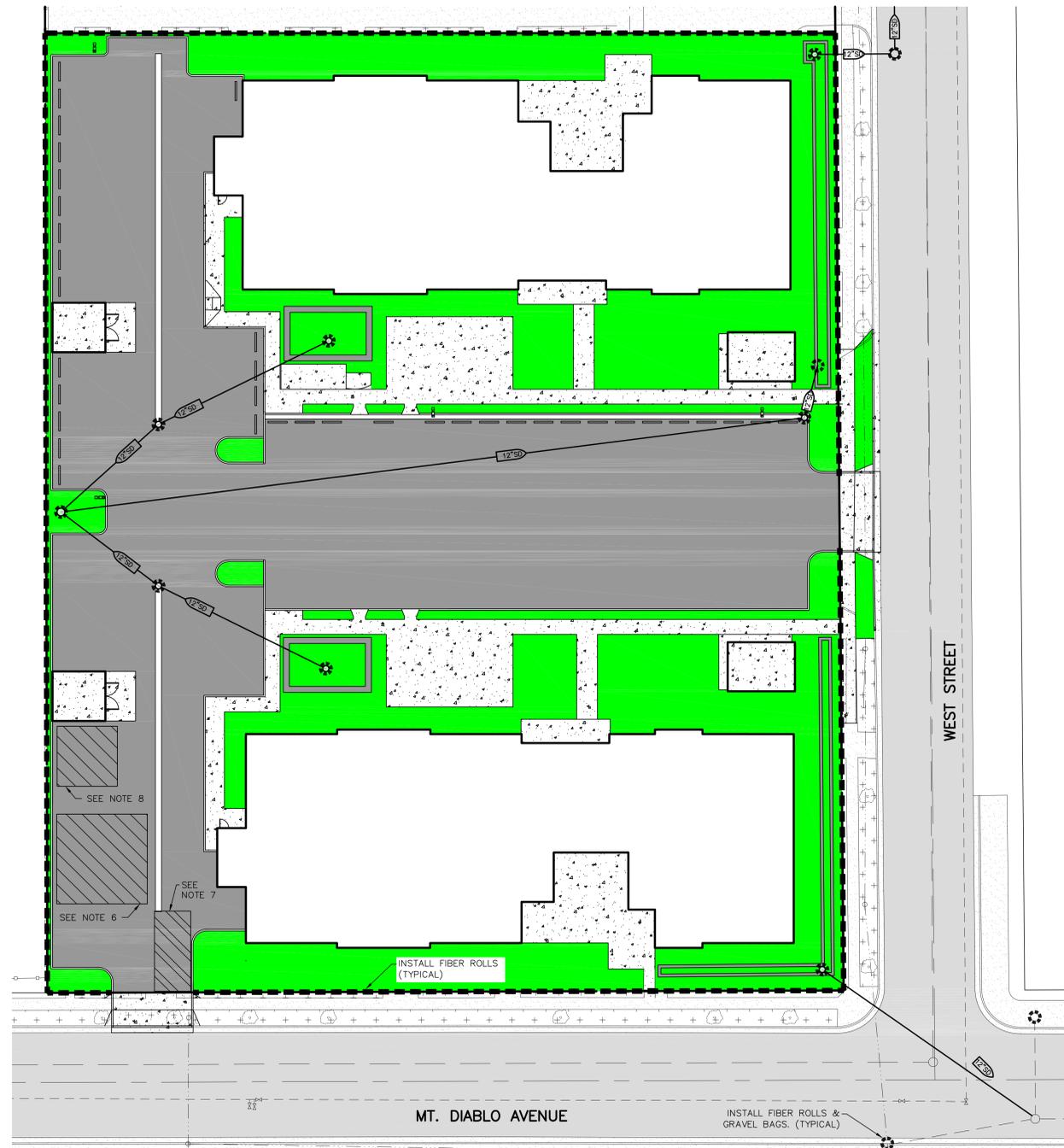
DRAFT
 ** NOT FOR CONSTRUCTION **

DILLON & MURPHY ENGINEERING
 847 N. CLIFF AVENUE
 SUITE A-2, LODI, CA 95240
 (209) 334-6613

TRACY SENIOR LIVING
ON-SITE IMPROVEMENT PLANS
GRADING AND DRAINAGE PLAN

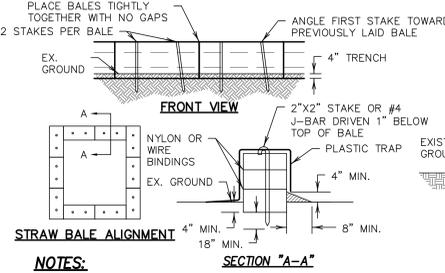
TRACY, CALIFORNIA
 NOVEMBER, 2023

| REV. NO. | DESCRIPTION | DATE | BY | APPROV. BY | SCALE: 1"=20' | SHEET |
|----------|--------------------|------|----|------------|---|-------------|
| | DRAWN BY: JMC, JMO | | | | SEE TITLE SHEET FOR BENCHMARK INFORMATION | C3 |
| | DESIGNED BY: | | | | | OF 6 SHEETS |
| | CHECKED BY: JM | | | | | JOB NO. |
| | AS BUILT BY: | | | | | 2280 |



NOTES:

1. DEVELOPER IS RESPONSIBLE FOR REPLACEMENT OF MISSING AND DAMAGED FILTER SCREENS UNTIL THE PROJECT IS ACCEPTED. A ROUTINE MAINTENANCE SCHEDULE IS TO BE MAINTAINED. FILTER SCREENS SHALL BE SECURED TO THE CATCHBASIN DURING THIS PERIOD.
2. COMPRESSED BETWEEN REBAR FRAME AND DIBC IS 1" THICK FILTER PAD MATERIAL. FILTER PAD MATERIAL IS DENSE TO RETAIN SILT YET POROUS ENOUGH TO ALLOW WATER DRAINAGE. THE FILTER SYSTEM IS WIRE TIED TO THE DIBC IN 2 OR MORE PLACES TO PREVENT SUPPAGE OR REMOVAL OF UNIT FROM DIBC.
3. THE FILTER PAD AND GRATE SHALL BE SECURELY ATTACHED TO THE DROP INLET BY WIRE OR TIE-WRAPS.
4. INLET FILTERS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL. REPAIRS AND SEDIMENT AND DEBRIS REMOVAL SHALL BE MADE AS NECESSARY.
5. INLET FILTERS SHALL BE "CONSTRUCTION" STORM DRAIN FILTERS BY POLLUTION SOLUTION.
6. 30'x30' AREA RESERVED FOR WASTE BIN AND MATERIAL STORAGE. ALL MATERIALS TO BE STORED IN LOCK BOX. ENTIRE STORAGE AREA TO BE WRAPPED BY MINIMUM 6" BERM. CONTRACTOR TO RELOCATE AS NECESSARY.
7. CONSTRUCTION ENTRANCE, CONTRACTOR TO RELOCATE AS NECESSARY.
8. CONCRETE WASHOUT AREA, CONTRACTOR TO USE REMOVABLE CONCRETE WASHOUT BINS OR REFER TO DETAILS ON THIS SHEET. CONTRACTOR TO RELOCATE AS NECESSARY.



- NOTES:**
1. PLACE BALES IN A 4" DEEP TRENCH. BALES SHALL BE PLACED SO THAT BINDINGS ARE HORIZONTAL.
 2. BALES SHALL BE ANCHORED BY TWO 2"x2" STAKES OR #4 J-BAR DRIVEN FLUSH WITH THE TOP OF THE BALE. THE FIRST STAKE OR J-BAR IN EACH BALE SHALL BE DRIVEN AT AN ANGLE TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THE BALES TIGHTLY TOGETHER.
 3. AFTER BALES ARE STAKED IN PLACE, EXCAVATED SOIL SHALL BE BACKFILLED AGAINST THE SIDE TO A MINIMUM HEIGHT OF 4".
 4. CONTRACTOR SHALL INSPECT BALES WEEKLY AND AFTER EACH WASHOUT. REPAIRS SHALL BE MADE AS NECESSARY AND SEDIMENT SHALL BE REMOVED WHEN IT HAS ACCUMULATED TO A DEPTH OF 6". BALES SHALL BE REPLACED WHEN THEY HAVE BEEN DAMAGED, COLLAPSED, OR DECOMPOSED.

TEMPORARY CONCRETE WASHOUT DETAIL
NOT TO SCALE

DUST CONTROL NOTES:

1. DUST CONTROL IS THE CONTRACTOR'S SOLE RESPONSIBILITY WHEN WORKING ON-SITE. THE WORK SHOWN ON THIS SHEET SHALL BE INCLUDED IN THE BID. THE CONTRACTOR SHALL ALSO WATER THE SITE AS AN EXTRA, WHEN REQUESTED BY THE CITY OF TRACY.
2. ALL MOTORS SHALL BE KEPT PROPERLY TUNED AND MAINTAINED.
3. EARTH MOVING ACTIVITIES SHALL CEASE IF WIND EXCEEDS 20 MPH AVERAGE OVER ONE HOUR.
4. ON-SITE VEHICLE SPEEDS SHALL BE LIMITED TO 15 MPH.
5. ALL OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE SAN JOAQUIN COUNTY UNIFIED AIR POLLUTION CONTROL DISTRICT AND CITY OF TRACY.
6. ALL AREAS WITH VEHICLE TRAFFIC SHOULD BE WATERED PERIODICALLY FOR STABILIZATION OF DUST EMISSIONS.
7. STREETS ADJACENT TO THE PROJECT SITE SHOULD BE SWEEPED AS NEEDED TO REMOVE SILT WHICH MAY HAVE ACCUMULATED FROM CONSTRUCTION ACTIVITIES.
8. THE AREA DISTURBED BY CLEARING, EARTH MOVING OR EXCAVATION ACTIVITIES SHOULD BE MINIMIZED AT ALL TIMES.
9. ALL MATERIAL TRANSPORTED ON OR OFF-SITE SHALL EITHER BE SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.
10. WHEN CONDITIONS ARE DRY, ALL MATERIAL EXCAVATED OR GRADED SHOULD BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHOULD OCCUR AT LEAST TWICE A DAY WITH COMPLETE COVERAGE, PREFERABLY IN THE LATE MORNING AND AFTER WORK IS COMPLETED FOR THE DAY.

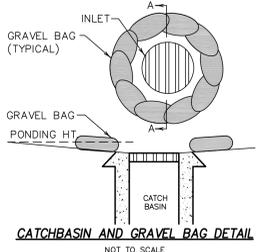
EROSION CONTROL NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED DURING CONSTRUCTION BY THE CONTRACTOR PER THE EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS LATEST REVISION.
2. INLET FILTERS SHALL BE PLACED AROUND ALL DRAIN INLETS WHICH COULD RECEIVE DRAINAGE IN UNPAVED AND PAVED AREAS DURING THE WET SEASON (OCTOBER 1 TO APRIL 15).
3. STORM DRAIN INLET FILTERS SHALL BE PLACED ON ALL DRAIN INLETS AFTER COMPLETION OF PAVING AND SHALL REMAIN IN PLACE ON A YEAR-ROUND BASIS. FILTERS SHALL BE REMOVED BY THE CONTRACTOR UPON ACCEPTANCE OF DEVELOPMENT IMPROVEMENTS.
4. CONTRACTOR TO REMOVE ANY SEDIMENTATION DEPOSITED ON EXISTING PAVED ROADWAYS PRIOR TO LEAVING THE SITE, IF POSSIBLE, AND IN ALL CASES WITHIN 24 HOURS.
5. CONTRACTOR TO MAINTAIN STREET FRONTAGE SWALES.
6. INSTALL FIBER ROLLS AND/OR SILT FENCE ALONG PERIMETER OF PROJECT SITE AND AS SHOWN ON THESE PLANS.
7. CONTRACTOR TO INSPECT SITE AFTER FIRST SIGNIFICANT RAINFALL AND MAINTAIN "FIBER ROLLS", WHERE NECESSARY AND REMOVE ACCUMULATED SILT AT LOCATIONS WHERE EROSION HAS OCCURRED AND SEDIMENT HAS GATHERED.
8. ALL IMPLEMENTED MEASURES SHALL BE MAINTAINED WEEKLY (OR SOONER, DEPENDING ON NEED) THROUGHOUT THE RAINY SEASON (OCTOBER 1ST, THRU APRIL 15TH).
9. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO BE KEPT ON SITE AT ALL TIME. (IF APPLICABLE).
10. BEST MANAGEMENT PRACTICES (BMP'S) SHOWN HERE ARE MINIMUM REQUIREMENTS FOR SATISFACTION OF THE NPDES SWPPP MANAGEMENT PLAN.
11. CONTRACTOR TO GRADE AREA FOR WORKER'S VEHICLES. WATER AT LEAST DAILY TO RETARD DUST OR TAKE MORE EXTENSIVE MEASURES AS NECESSARY.
12. TRASH COLLECTION AREA SHALL BE INSTALLED AND FENCED AS NECESSARY TO STORE ALL DEBRIS AND SECURE THE DEBRIS FROM BEING MOVED BY WIND.
13. PORTABLE RESTROOMS SHALL NOT BE LOCATED CLOSER THAN 50' FROM CATCH BASINS.

STORM WATER POLLUTION PREVENTION PLAN

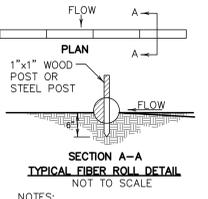
WITH THE EXCEPTION OF PROPERLY DESILTED WATER FROM SITE DEWATERING, THE CONTRACTOR SHALL NOT DISCHARGE ANY MATERIALS AN/OR LIQUIDS TO THE STORM DRAINAGE SYSTEM. ACTIVITIES OF PARTICULAR CONCERN ARE:

- A. CONTRACTOR SHALL PROVIDE A CONCRETE TRUCK CLEAN-OUT AREA. THE CITY OF TRACY INSPECTOR APPROVED BEST MANAGEMENT PRACTICES SHALL AT ALL TIMES BE FULLY IMPLEMENTED AT AND AROUND THE CLEAN-OUT AREA.
- B. TACK COAT AND PRIME COAT ASPHALTS SHALL BE CAREFULLY SPRAYED AND ANY EXCESS MATERIAL SPILLED SHALL BE CLEANED UP IMMEDIATELY BY PROPER METHODS.
- C. ALL EQUIPMENT REFUELING IN THE PROJECT AREA SHALL BE CAREFULLY DONE TO AVOID SPILLAGE. ANY SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. ALL FUELING VEHICLES SHALL BE EQUIPPED WITH SPILL CLEANUP MATERIALS AND EQUIPMENT.
- D. CONTRACTOR SHALL CONTROL AND PROPERLY DISPOSE OF ALL LIQUIDS DURING SAWCUTTING ACTIVITIES.



NOTES:

1. GRAVEL BAGS SHALL BE WOVEN GEOTEXTILE FABRIC. (12"x18"± AND 15 LBS± OF 1" MAX. ROCK
2. CONSTRUCT ON GENTLY SLOPING STREET WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE OUT OF SUSPENSION.
3. INSPECT AND REPAIR FILTERS AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN 1/2 OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA TRIBUTARY TO A SEDIMENT BASIN OR OTHER FILTERING MEASURE.
4. SEDIMENT AND GRAVEL SHALL BE IMMEDIATELY REMOVED FROM TRAVELED WAY OF ROAD.
5. GRAVEL BAG INLETS OPEN TO THE PUBLIC WILL REQUIRE DELINEATION DEVICES TO ALERT MOTORISTS, BICYCLISTS AND PEDESTRIANS. THE USE OF SUCH DEVICES SHALL BE SUBJECT TO THE ENGINEERS APPROVAL.

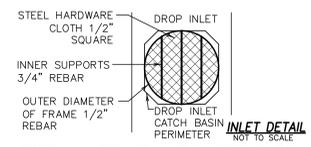


NOTES:

1. FILTER ROLLS SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS THE EXPECTED FLOW PATCH.
2. SUPPORT POSTS SHALL BE A MINIMUM 24" LONG 1"x1" WOOD POSTS DRIVEN A MINIMUM OF 6" INTO THE GROUND. POSTS SHALL BE SPACED A MAXIMUM OF 4 FEET APART.
3. FILTER ROLLS SHALL BE IMBEDDED A MINIMUM OF 3" INTO EXISTING GROUND.
4. CONTRACTOR SHALL MAKE INSPECTIONS WEEKLY DURING THE WET SEASON, MONTHLY DURING THE DRY SEASON, AND IMMEDIATELY AFTER EACH RAINFALL TO DETERMINE IF REPAIRS AND SEDIMENT REMOVAL IS REQUIRED. SEDIMENT SHALL BE REMOVED BEFORE IT HAS REACHED ONE HALF THE HEIGHT OF THE FILTER ROLL.

CONSTRUCTION ENTRANCE NOTES:

1. STABILIZED CONSTRUCTION SITE ACCESS SHALL BE CONSTRUCTED OF 3" TO 4" WASHED, WELL-GRADED FRACTURED STONE AGGREGATE. MATERIAL SHALL BE PLACED TO A MINIMUM THICKNESS OF 6", SLOPED AWAY FROM THE ROADWAY.
2. LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 40'. WIDTH SHALL BE A MINIMUM 12' OR GREATER IF NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS. PROVIDE AMPLE TURNING RADI.
3. THE ENTRANCE SHALL BE KEPT IN GOOD CONDITION BY OCCASIONAL TOP DRESSING WITH MATERIAL AS SPECIFIED IN NOTE 1.
4. ACCESSES SHALL BE INSPECTED WEEKLY DURING PERIODS OF HEAVY USAGE, MONTHLY DURING NORMAL USAGE, AND AFTER EACH RAINFALL, WITH MAINTENANCE PROVIDED AS NECESSARY. PERIODIC TOP DRESSING SHALL BE DONE AS NEEDED.
5. ANY DEBRIS, SEDIMENT OR ROCK TRACKED ONTO PUBLIC STREETS WILL BE SWEEPED UP BY THE END OF EACH WORKDAY.



STORM WATER POLLUTION PREVENTION PLAN

WITH THE EXCEPTION OF PROPERLY DESILTED WATER FROM SITE DEWATERING, THE CONTRACTOR SHALL NOT DISCHARGE ANY MATERIALS AN/OR LIQUIDS TO THE STORM DRAINAGE SYSTEM. ACTIVITIES OF PARTICULAR CONCERN ARE:

- A. CONTRACTOR SHALL PROVIDE A CONCRETE TRUCK CLEAN-OUT AREA. THE CITY OF TRACY INSPECTOR APPROVED BEST MANAGEMENT PRACTICES SHALL AT ALL TIMES BE FULLY IMPLEMENTED AT AND AROUND THE CLEAN-OUT AREA.
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- C. ALL EQUIPMENT REFUELING IN THE PROJECT AREA SHALL BE CAREFULLY DONE TO AVOID SPILLAGE. ANY SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. ALL FUELING VEHICLES SHALL BE EQUIPPED WITH SPILL CLEANUP MATERIALS AND EQUIPMENT.
- D. CONTRACTOR SHALL CONTROL AND PROPERLY DISPOSE OF ALL LIQUIDS DURING SAWCUTTING ACTIVITIES.

DRAFT
** NOT FOR CONSTRUCTION **



DILLON & MURPHY ENGINEERING
847 N. CLUFF AVENUE
SUITE A-2, LODI, CA 95240
(209) 334-6613

TRACY SENIOR LIVING ON-SITE IMPROVEMENT PLANS

EROSION AND SEDIMENT CONTROL PLAN

TRACY, CALIFORNIA
NOVEMBER, 2023

| REV. NO. | DESCRIPTION | DATE | BY | SCALE: 1"=20' | SHEET |
|----------|-------------|------|----|----------------|-------------|
| | | | | DRAWN BY: JMo | C5 |
| | | | | DESIGNED BY: | OF 6 SHEETS |
| | | | | CHECKED BY: JM | JOB NO. |
| | | | | AS BUILT BY: | 2280 |

SEE TITLE SHEET FOR BENCHMARK INFORMATION

PLANTING PLAN

TRACY SENIOR LIVING
 401 WEST STREET
 TRACY, CA

Drawn By:
VP

Date:
1.29.24

Scale:
1" = 16'

Job No.
123.14

Revisions:

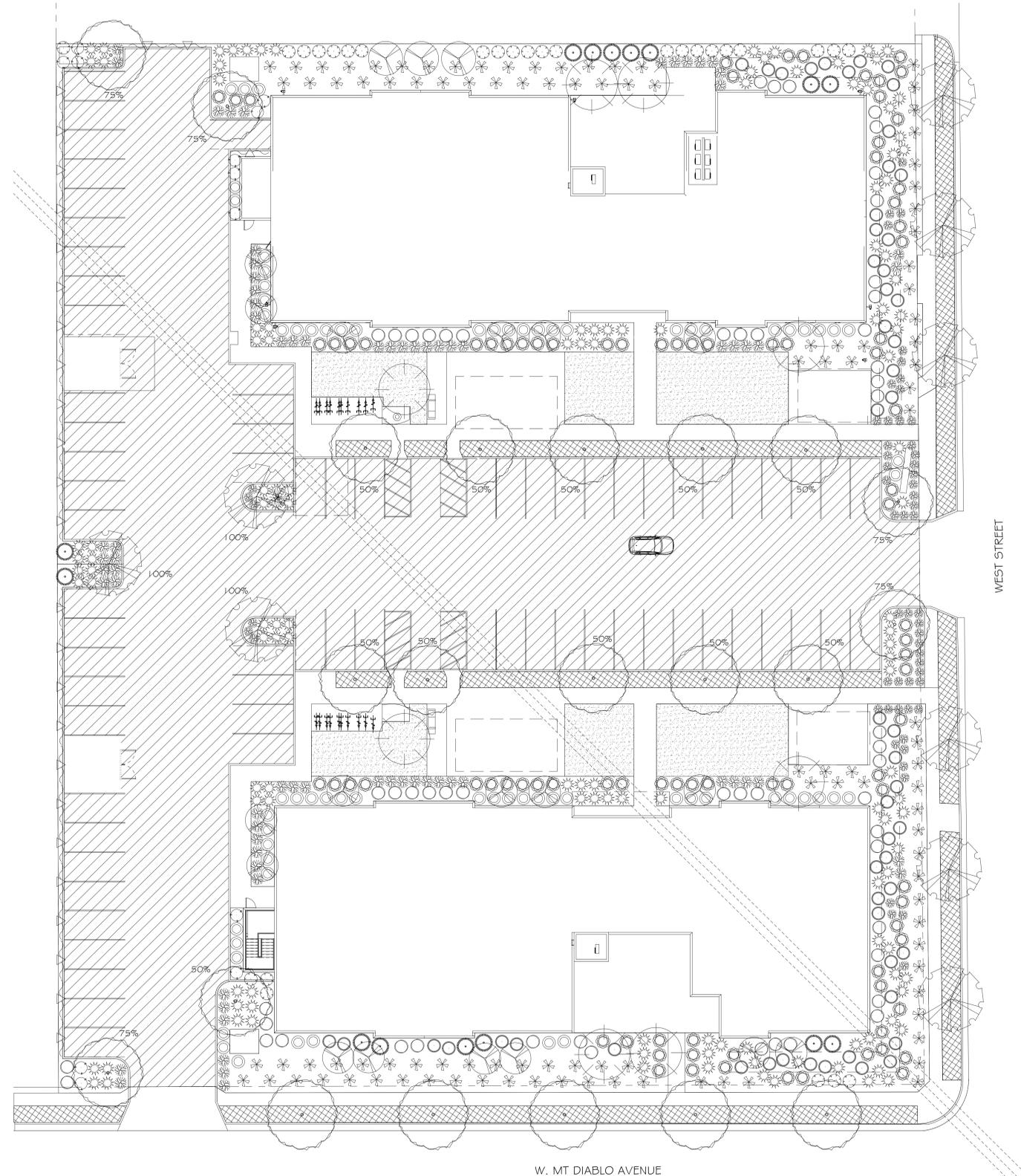


This drawing is not final and shall not be used for construction work until it has been signed by the Landscape Architect.

Sheet Number:

LI

Of 3 Sheets



PLANT LEGEND

| | | | | |
|---------------------------------|---------|-------------------------------|-------------------------------|---|
| | 15 Gal. | Arbutus unedo | Strawberry Tree | L |
| | 15 Gal. | Magnolia g. 'St. Mary' | St. Marys Magnolia | L |
| | 15 Gal. | Pistachia chinensis | Chinese Pistache | L |
| | 15 Gal. | Ulmus parvifolia | Chinese Evergreen Elm | L |
| SHRUBS | | | | |
| | 5 Gal. | Barbrens t. 'Crimson Pygmy' | Dwarf Japanese Barberry | L |
| | 5 Gal. | Callistemon Little John' | Little John Bottlebrush | L |
| | 5 Gal. | Ceanothus g.h. 'Yankee Point' | Yankee Point California Lilac | L |
| | 5 Gal. | Nerium oleander | Oleander | L |
| | 5 Gal. | Phormium t. 'Pink Stripe' | New Zealand Flax | L |
| | 5 Gal. | Dodonaea v. 'Purpurea' | Purple Hopseed Bush | L |
| | 5 Gal. | Rhaptolepis i. 'Balienna' | Dwarf India Hawthorn | M |
| GROUNDCOVERS AND ACCENTS | | | | |
| | 1 Gal. | Dietes vegeta | Fortnight Lily | L |
| | 1 Gal. | Pennisetum x advena | Purple fountain grass | L |
| | 1 Gal. | Santolina chamaecyparissus | Lavender Cotton | L |
| | 5 Gal. | Ficus pumila | Ficus Vine | M |
| | | Myoporum parvifolium | Myoporum | L |
| | | Sod Lawn | 90/10 Fescue Blend | H |

MWEO CALCULATIONS

| | | | | |
|---------------------------------|--|--------------|----------------|-----------|
| PHASE I AREA: | 11,421.5 SQ.FT. | | | |
| PHASE II AREA: | 13,652.3 SQ.FT. | | | |
| TOTAL IRRIGATED LANDSCAPE AREA: | 25,073.8 SQ.FT. | | | |
| SPECIAL LANDSCAPE AREA: | 0 SQ.FT. | | | |
| REFERENCE ET ₀ : | 49.1 | | | |
| MAWA | = (ET ₀) (0.62) (0.55 X LA) + (0.3 X SLA) = (49.1) (0.62) (13,790.6) = 419,813.8 GALLONS PER YEAR | | | |
| HYDROZONE | PLANT WATER TYPE | PLANT FACTOR | HYDROZONE AREA | (PF)X(HA) |
| 1,3-8 | Low | 0.3 | 22,121.2 | 6,636.4 |
| 2 | High | 0.7 | 2,952.6 | 2,066.8 |
| ETWU | = (ET ₀) (0.62) [(PF x HA) + SLA] = (49.1) (0.62) [(8,703.2) (0.6) + 0] = 331,177 GALLONS PER YEAR | | | |
| MAWA: | 419,813.8 > ETWU: 331,177 | | | |

SHADE REQUIREMENTS/CALCULATIONS

| | | | | |
|---------------------|--|-------------|------------|-------------|
| TREES REQUIRED: | 1 TREE PER 5 PARKING SPACES 37 PARKING STALLS: 8 REQUIRED | | | |
| TREES PROVIDED | 8 CANOPY/SHADE TREES: | | | |
| TREE TYPE | FULL (100%) | ¾ (75%) | HALF (50%) | TOTAL |
| PISTACHIA CHINENSIS | 0 @ 956sf | 5 @ 721.5sf | 11 @ 478sf | 8,865.5 sf |
| ULMUS PARVIFOLIA | 3 @ 956sf | 0 @ 721.5sf | 0 @ 478sf | 2,868 sf |
| | TOTAL SHADING AREA: | | | 11,733.5 sf |
| | TOTAL PARK AREA: | | | 28,721.1 sf |
| | PERCENT SHADED | | | 40.8% |

LANDSCAPE SUMMARY

| | |
|---------------------------------|----------------------------|
| PHASE I AREA: | 11,421.5 SQ.FT. |
| PHASE II AREA: | 13,652.3 SQ.FT. |
| TOTAL IRRIGATED LANDSCAPE AREA: | 25,073.8 SQ.FT. |
| MAWA: | 419,813.8 GALLONS PER YEAR |
| ETWU: | 331,177 GALLONS PER YEAR |
| WATER SOURCE: | CITY OF STOCKTON |
| STATIC PRESSURE: | 50 PSI (ASSUMED) |

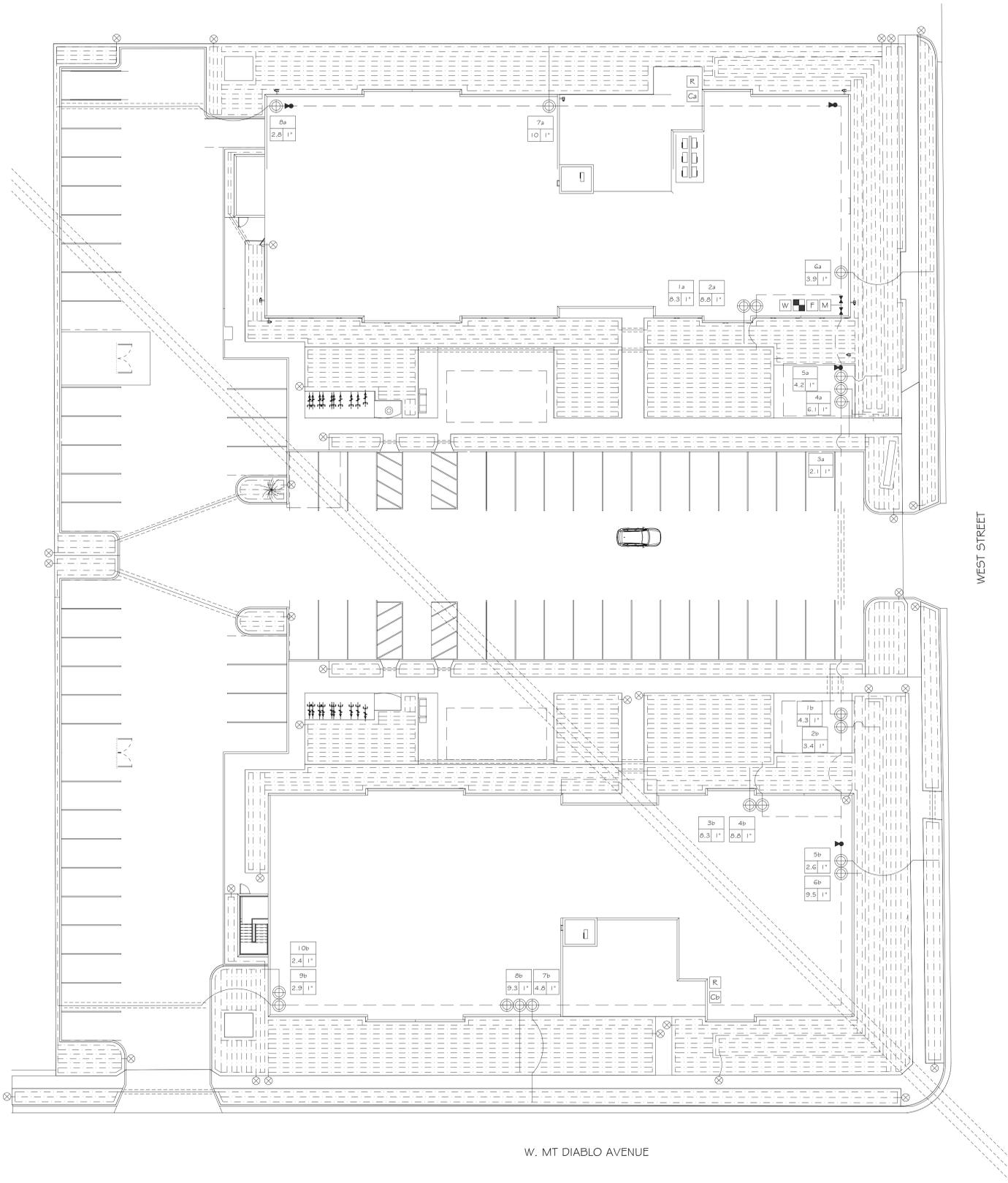
* I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLANS.
 SIGNATURE: *Valerie A. Pennino* DATE: 1.29.24

PLANTING NOTES

- ALL PLANTING SHALL BE COMPLETED IN ACCORDANCE WITH AND CONTRACTOR SHALL BE FAMILIAR WITH AND ADHERE TO CITY STANDARD PLANS & SPECIFICATIONS. (CITY STANDARD PLANS SHALL SUPERCEDE NOTES IF A CONFLICT OF INFORMATION OCCURS.)
- THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS PRIOR TO SUBMITTING A BID. THE LANDSCAPE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL APPLICABLE TRADES PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR IS TO NOTIFY THE OWNER/OWNERS REPRESENTATIVE 48 HOURS PRIOR TO A REQUIRED SITE OBSERVATION. THERE SHALL BE A SITE OBSERVATION OF PLANT LOCATIONS. FINAL SITE OBSERVATION SHALL BE MADE AT THE CONCLUSION OF THE MAINTENANCE PERIOD. PRIOR TO FINAL SITE OBSERVATION, ALL LANDSCAPE AREAS ARE TO BE WEED FREE AND ALL PLANTS IN A HEALTHY THRIVING CONDITION. NOTIFY THE OWNER'S REPRESENTATIVE 7 DAYS PRIOR TO ANTICIPATED DATE OF THE FINAL SITE OBSERVATION.
- FINISH GRADE IN PLANTERS SHALL BE 1/2" INCHES BELOW THE TOP OF ADJACENT PAVING. GRADE ALL PLANTING AREAS SMOOTH AND EVEN. ENSURE THAT ALL PLANTING AREAS MAINTAIN POSITIVE DRAINAGE.
- THE CONTRACTOR SHALL OBTAIN A SOILS REPORT FOR ACTUAL SOIL AMENDMENTS. A COPY OF THE SOILS TESTING SHALL BE PROVIDED TO THE CITY AND SHALL BE ATTACHED TO THE JOB SITE COPY OF THE LANDSCAPE PLANS FOR INSPECTION PURPOSES.
- CONTRACTOR SHALL SUBMIT A SAMPLE OF THE SOIL AMENDMENT TO THE CITY LANDSCAPE INSPECTOR FOR APPROVAL PRIOR TO DELIVERY.
- CONTRACTOR SHALL BACKFILL PLANT PITS WITH 1/3 NSRA AND 2.5 LBS OF 6-20-20 PER CUBIC YARD OF BACKFILL.
- AFTER INSTALLATION OF THE IRRIGATION SYSTEM, ALL PLANTING AREAS SHALL BE RAKED SMOOTHLY AND ALL ROCKS AND PEBBLES OVER 1" IN DIAMETER REMOVED FROM THE SITE.
- SUPPLY 21 G AGRIFORM TABLETS AS FOLLOWS: 1-1G, 2-5G 4-15G,
- STAKE ALL 15G TREES WITH 2"x6" STAKES AND 24" BOX TREES WITH 2"x10" STAKES AND 2 RUBBER TIES PER TREE. SEE DETAIL FOR MORE INFORMATION.
- ALL PLANTING AREAS NOT DESIGNATED FOR LAWN OR HYDROSEED SHALL RECEIVE 3" LAYER OF WALK ON MULCH 1/4" x 1 1/2" DIAMETER AFTER ALL TREES, SHRUBS, AND GROUNDCOVERS HAVE BEEN PLANTED.
- PLANT AT THE SPACING NOTED IN THE LEGEND. AFTER THE GROUNDCOVER IS PLANTED, A PRE-EMERGENT SPRAY SHALL BE APPLIED TO ALL PLANTING AREAS AS PER MANUFACTURER'S RECOMMENDATIONS. THE LANDSCAPE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE USE OF CHEMICAL PRODUCTS AND IS TO SUPPLY THE OWNER WITH A WRITTEN RECORD OF THE TYPE OF CHEMICAL USED, DATE APPLIED AND RATE OF APPLICATION.
- PLANT TREES A MINIMUM OF 5' FROM THE EDGE OF CURBS, WALKS, AND LIGHT FIXTURES. COORDINATED TREE PLANTING WITH DRAINLINE LOCATIONS TO AVOID CONFLICT.
- INSTALL 8 LF. OF ROOT BARRIER (MODEL # UB24-2, OR APPROVED EQUAL) CENTERED ON TREE, WHEN TREE IS LOCATED WITHIN 5' OF CURB/SIDEWALK/DRIVEWAY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE PROJECT FOR 60 DAYS FOLLOWING APPROVAL TO BEGIN THE MAINTENANCE PERIOD. REGULAR WATERING, CULTIVATING, WEEDING, REPAIR OF STAKES AND TIES, SPRAYING FOR INSECTS, SHALL BE PERFORMED.
- ALL PLANTS AND PLANTINGS SHALL BE GUARANTEED TO BE IN A HEALTHY, THRIVING CONDITION UNTIL THE END OF THE MAINTENANCE PERIOD. ALL TREES SHALL BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.
- A CERTIFICATE OF COMPLETION SHALL BE PROVIDED. THE CERTIFICATION SHALL INCLUDE ALL REQUIREMENTS AS NOTED IN SECTION 493.9 OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE.



This drawing is not final and shall not be used for construction work until it has been signed by the Landscape Architect.



IRRIGATION LEGEND

- RAINBIRD XFS-06-18, XF-SDI SERIES DRIPLINE W/ 18" EMITTER SPACING
- RAINBIRD AR VALVE KIT - SEE DETAIL SHEET L-3
- RAINBIRD XEZ-100-PRB-COM CONTROL ZONE KIT, SEE PLAN FOR SIZE.
- NIBCO T-113 GATE VALVE, LINE SIZE.
- RAINBIRD RSD-C6x RAIN SENSING DEVICE
- RAINBIRD ESP-LXME2, 12 STATION CONTROLLER IN LXMM55PED
- RAINBIRD ESP-LXME2, 12 STATION CONTROLLER IN LXMM55PED
- RAINBIRD 33DR-C QUICK COUPLER VALVE, CONTRACTOR TO PROVIDE 2 KEYS AND SWIVELS TO THE OWNERS REPRESENTATIVE.
- 1" BACKFLOW DEVICE
- 1" WATER METER
- MJ100B 1" BRASS FLOW SENSOR
- RAINBIRD PE SERIES MASTER VALVE, NORMALLY CLOSED, LINE SIZE
- SCH. 40 PVC MAINLINE, 1"
- CL 200 PVC LATERAL LINE, 3/4" (W/ 12" COVER)
- CL 200 PVC LATERAL LINE, 1" (W/ 12" COVER)
- REMOTE CONTROL VALVE IDENTIFICATION NUMBER
- REMOTE CONTROL VALVE SIZE
- REMOTE CONTROL VALVE GPM

IRRIGATION NOTES

1. PLAN IS DIAGRAMATIC AND IS NOT INTENDED TO SHOW EXACT LOCATIONS OF PIPING, VALVES, ETC. INSTALL PIPE IN PLANTED AREAS WHENEVER POSSIBLE.
2. CONTRACTOR SHALL COORDINATE/VERIFY WATER STUB IN FIELD.
3. ELECTRICAL SUBCONTRACTOR TO SHALL VERIFY EXISTING 110V SERVICES AND SERVICE TO CONTROLLER LOCATION.
4. VALVES SHALL BE INSTALLED IN PLANTING AREA IN MARKED VALVE BOXES. LOCATION SHOWN ON PLAN IS FOR CLARITY ONLY.
5. ALL VALVES ARE TO BE CONNECTED TO WATER MAIN.
6. SLEEVES SHALL BE INSTALLED UNDER ALL PAVING SURFACES. ALL SLEEVING SHALL BE SCH. 40 PIPE AND SHOULD BE TWICE THE SIZE OF THE IRRIGATION LINE.
7. SEE IRRIGATION DETAILS FOR ADDITIONAL INFORMATION.
8. WATER SUPPLY IS CITY OF LATHROP, WITH A STATIC PSI OF 50.
9. THE SYSTEM IS DESIGNED TO OPERATE AT (30) PSI.
10. HIGHEST FLOW DURING IRRIGATION CYCLE IS (1.2 GPM).
11. SYSTEM SHALL BE INSTALLED FOR FUTURE USE AS A RECYCLED WATER SYSTEM. ALL PARTS AND COMPONENTS SHALL BE DESIGNATED AS NON-POTABLE THRU THE USE OF PURPLE CAPS, PIPE, TAGS, ETC.
12. IRRIGATION SYSTEM SHALL BE INSTALLED PER LOCAL CODES AND ORDINANCES.
13. AN IRRIGATION AUDIT SHALL BE CONDUCTED AT THE COMPLETION OF IRRIGATION SYSTEM INSTALLATION, AND SHALL BE PROVIDED TO THE CITY BY THE PROJECT ENGINEER. THE AUDIT SHALL INCLUDE ALL REQUIREMENTS AS NOTED IN SECTION 492.12 OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE. NOTE: ALL IRRIGATION AUDITS SHALL BE CONDUCTED BY A CERTIFIED LANDSCAPE IRRIGATION AUDITOR.

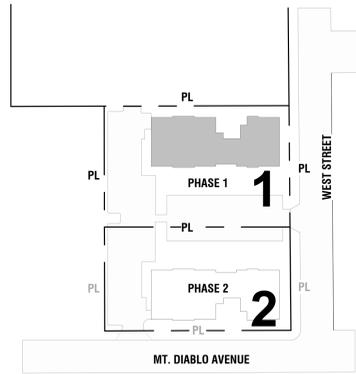
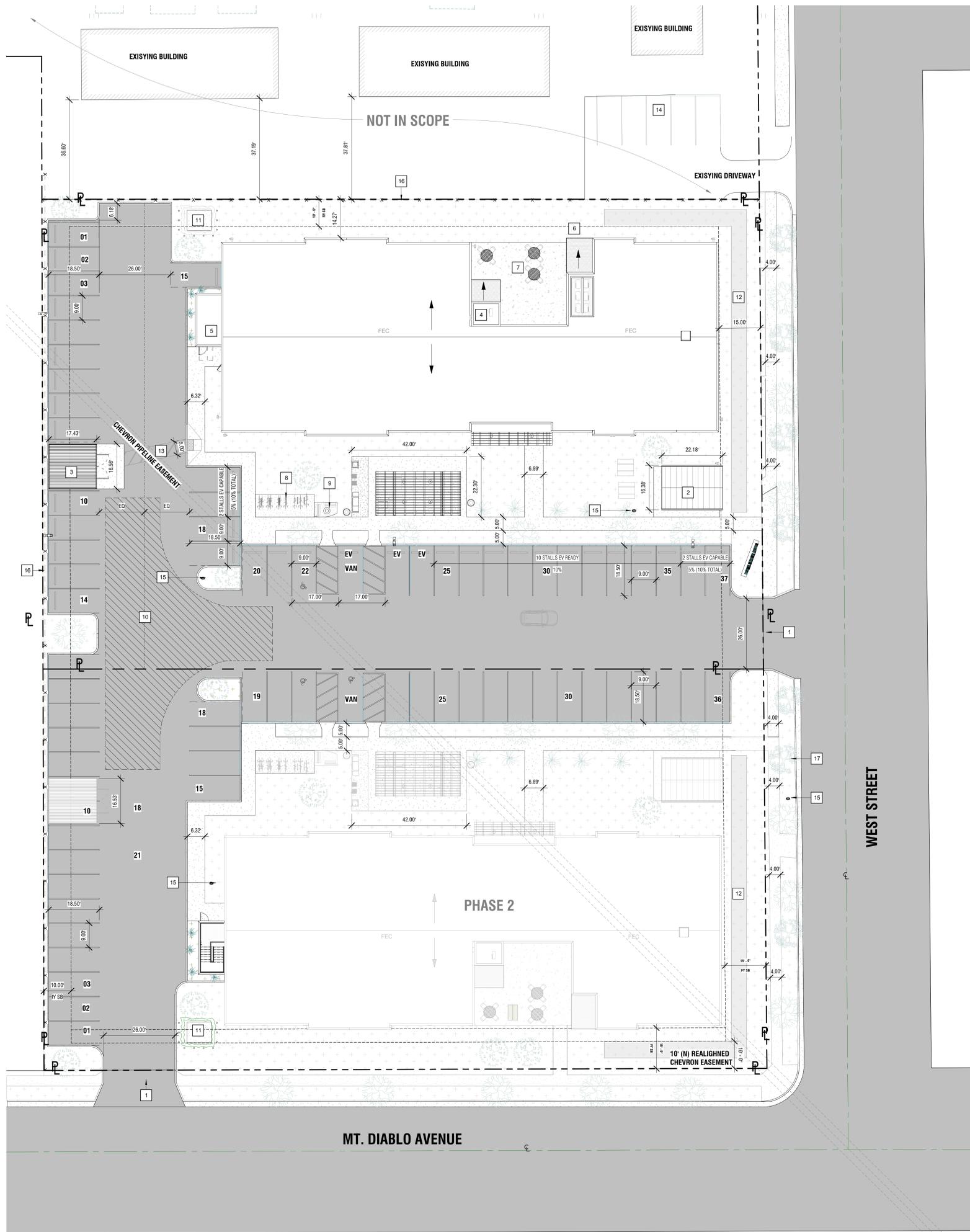
MWEO CALCULATIONS

| | | | | |
|---------------------------------|---|--------------|----------------|-----------|
| PHASE I AREA: | 11,421.5 SQ.FT. | | | |
| PHASE II AREA: | 13,652.3 SQ.FT. | | | |
| TOTAL IRRIGATED LANDSCAPE AREA: | 25,073.8 SQ.FT. | | | |
| SPECIAL LANDSCAPE AREA: | 0 SQ.FT. | | | |
| REFERENCE ETO: | 49.1 | | | |
| MAWA | = (ETO)(0.62) [(0.55 X LA)+(0.3 X SLA)] | | | |
| | = (49.1)(0.62)(13,790.0) | | | |
| | = 419,813.8 GALLONS PER YEAR | | | |
| HYDROZONE | PLANT WATER TYPE | PLANT FACTOR | HYDROZONE AREA | (FF)(H/A) |
| 1,3-B | Low | 0.3 | 22,121.2 | 6,636.4 |
| 2 | High | 0.7 | 2,952.6 | 2,066.8 |
| ETWU | = (ETO)(0.62) [(FF x H/A) + SLA] | | | |
| | = (49.1) (0.62) [(8,703.2(0.8) + 0)] | | | |
| | = 331,177 GALLONS PER YEAR | | | |
| MAWA: | 419,813.8 > ETWU: 331,177 | | | |

LANDSCAPE SUMMARY

| | |
|---------------------------------|----------------------------|
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* I HAVE COMPLIED WITH THE CRITERIA OF THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND AFFIRMED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLANS.
 SIGNATURE *Valerie Pennino* DATE 1.29.24



SITE PLAN
1/16" = 1'-0"

SITE PLAN GENERAL NOTES:

- THE SITE PLAN IS FOR GENERAL SITE REFERENCE ONLY. REFER TO OTHER CONSTRUCTION DOCUMENTS FOR THE COMPLETE SCOPE OF WORK.
- BEFORE COMMENCING ANY SITE FOUNDATION EXCAVATION THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL SITE DIMENSIONS AND CONDITIONS. THESE INCLUDE BUT ARE NOT LIMITED TO: PROPERTY LINES, SETBACK LOCATIONS TO ALL NEW OR EXISTING WALLS, EASEMENTS (IF ANY), EXISTING SITE UTILITIES, INCLUDING WATER, SEWER, GAS AND ELECTRICAL LINES AND ANY OTHER NEW OR EXISTING SITE ITEMS WHICH COULD AFFECT IN ANY WAY THE CONSTRUCTION OF BUILDING. FLAG OR OTHERWISE MARK ALL LOCATIONS OF SITE PROPERTY LINES, EASEMENTS (IF ANY), UNDERGROUND UTILITIES, AND INDICATE UTILITY TYPE.
- PROTECT EXISTING VEGETATION AND MARK PERIMETER OF CONSTRUCTION ZONE. REMOVE ALL TREES AND VEGETATION WITHIN 5'-0" OF PROPOSED NEW STRUCTURES, UNLESS OTHERWISE SHOWN.
- GRADE SITE TO DIRECT GROUND WATER AWAY FROM BUILDING AND NEW ADDITIONS. DRAINAGE SWALES ARE TO BE DIRECTED AS SHOWN, PROVIDE 2% SLOPE.
- LOCATE REFUSE BIN AT APPROVED NUMBERS, VISIBLE AND LEGIBLE FROM STREET OR ROAD FRONTING THE PROPERTY.
- PROVIDE BUILDING ADDRESS NUMBERS, VISIBLE AND LEGIBLE FROM STREET OR ROAD FRONTING THE PROPERTY.

PARKING ANALYSIS: SMC 16.64.040 TABLE 3-9

- PER STATE OF CALIFORNIA GOVERNMENT CODE 65915 THIS PROJECT DOES NOT REQUIRE ANY OFF STREET PARKING.
- TOTAL PROPOSED DWELLING UNITS: **55**
 - REQUIRED ACCESSIBLE PARKING PER TABLE 11B-208.2
 - PER 11B-208.2.3.1: WHERE FEWER THAN ONE PARKING SPACE IS PROVIDED FOR EACH RESIDENTIAL DWELLING UNIT, PARKING SPACES COMPLYING WITH SECTION 11B-502 SHALL BE PROVIDED IN ACCORDANCE WITH TABLE 11B-208.2.
 - TOTAL PARKING PROVIDED: **37 SPACES**
 - ACCESSIBLE PARKING PROVIDED: **2 SPACES (1 VAN)**
 - ELECTRIC VEHICLE PARKING. PER CGBC 4.106.4.2
 - 5% EV CHARGERS**
37 SPOTS TOTAL X 5% = 1.85 REQUIRED; **PROVIDED: 2 STALL (1 VAN)**
 - 25% EV READY**
37 SPOTS TOTAL X 25% = 9.25 REQUIRED; **PROVIDED: 10 STALL**
 - 10% EV CAPABLE**
37 SPOTS TOTAL X 10% = 3.7 REQUIRED; **PROVIDED: 4 STALL**
 - 2 CLEAN AIR VEHICLE STALL**
 - BICYCLE & E-BIKE = **10 SPOTS IN TOTAL**

SITE PLAN KEYNOTES XX

- NEW DRIVEWAY. PER CIVIL DRAWINGS
- UTILITY / STORAGE SPACE
- TRASH ENCLOSURE
- ELEVATOR
- EGRESS STAIR
- CONDENSER UNITS
- COURTYARD
- PROPOSED SPACE FOR BICYCLE PARKING = 10 SPOTS. PER CBC 5.106.1.
- SMOKING AREA
- FIRE TURNAROUND
- TRANSFORMER. PER ELECT DRAWINGS. USE EVERGREEN SHRUBBERY AS SCREEN
- BIORETENTION AREA PER CIVIL
- ACCESSIBLE ROUTE AND CURBCUT PER CIVIL
- PARKING STALLS TO REMAIN
- FIRE HYDRANT PER CIVIL
- NEW 6" IRON FENCE
- TREES PER LANDSCAPE PLANS

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project no: **24-1**

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sheet title
PROPOSED SITE PLAN

sheet
G100

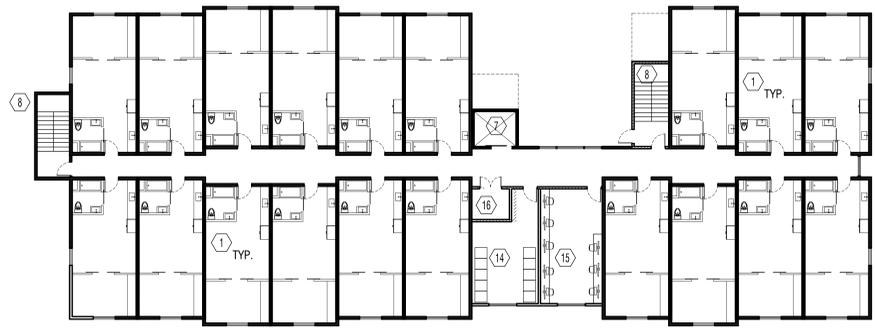
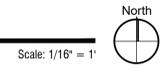


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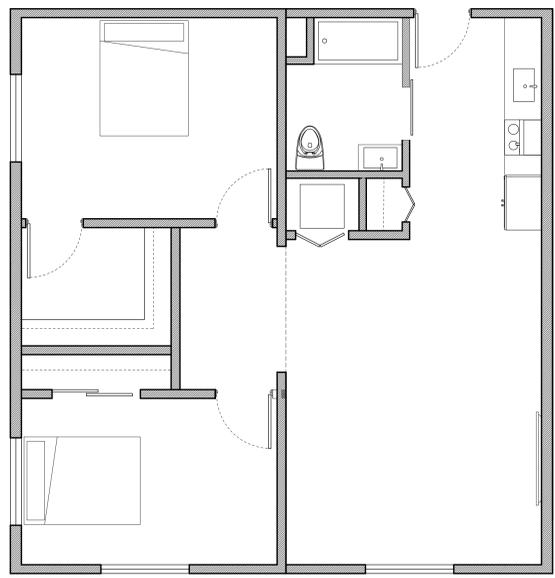
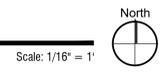
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Typical 3rd level Floor Plan

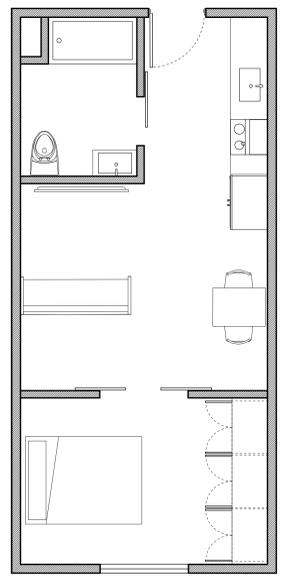


Typical Second level Floor Plan



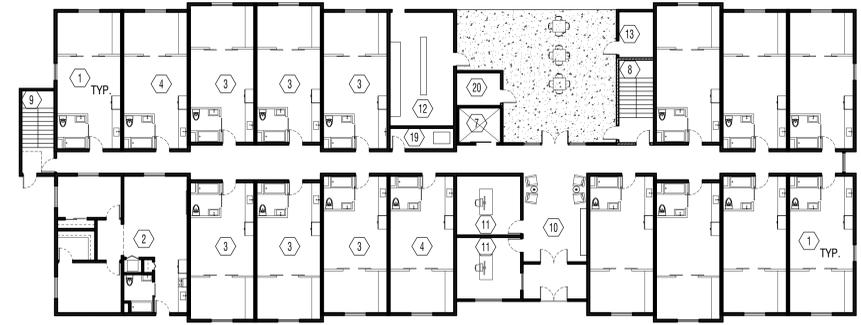
Enlarged 2 Bedroom Unit

Scale: 1/4" = 1'

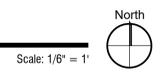


Enlarged 1 Bedroom Unit

Scale: 1/4" = 1'



Typical ground level Floor Plan



Floor Plan Sheet Notes: (X)

1. 1 bed unit - Type A (44ea / phase)
2. Managers unit - 2 bed (1ea / phase)
3. 1 bed mobility unit - Type C (6 ea)
4. 2 bed mobility unit - Type C (1 ea)
5. Sensory impaired unit - Type D (3 ea)
6. Utility / Storage Space
7. Elevator
8. Egress Stairs
9. Reserved
10. Mail Boxes
11. Staff Offices
12. Electrical Room
13. Mechanical Room
14. Laundry Room
15. Computer Lab
16. Storage
17. Public Restroom
18. Community Room
19. Booster Pump Room
20. Elevator Room

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project no: 1114

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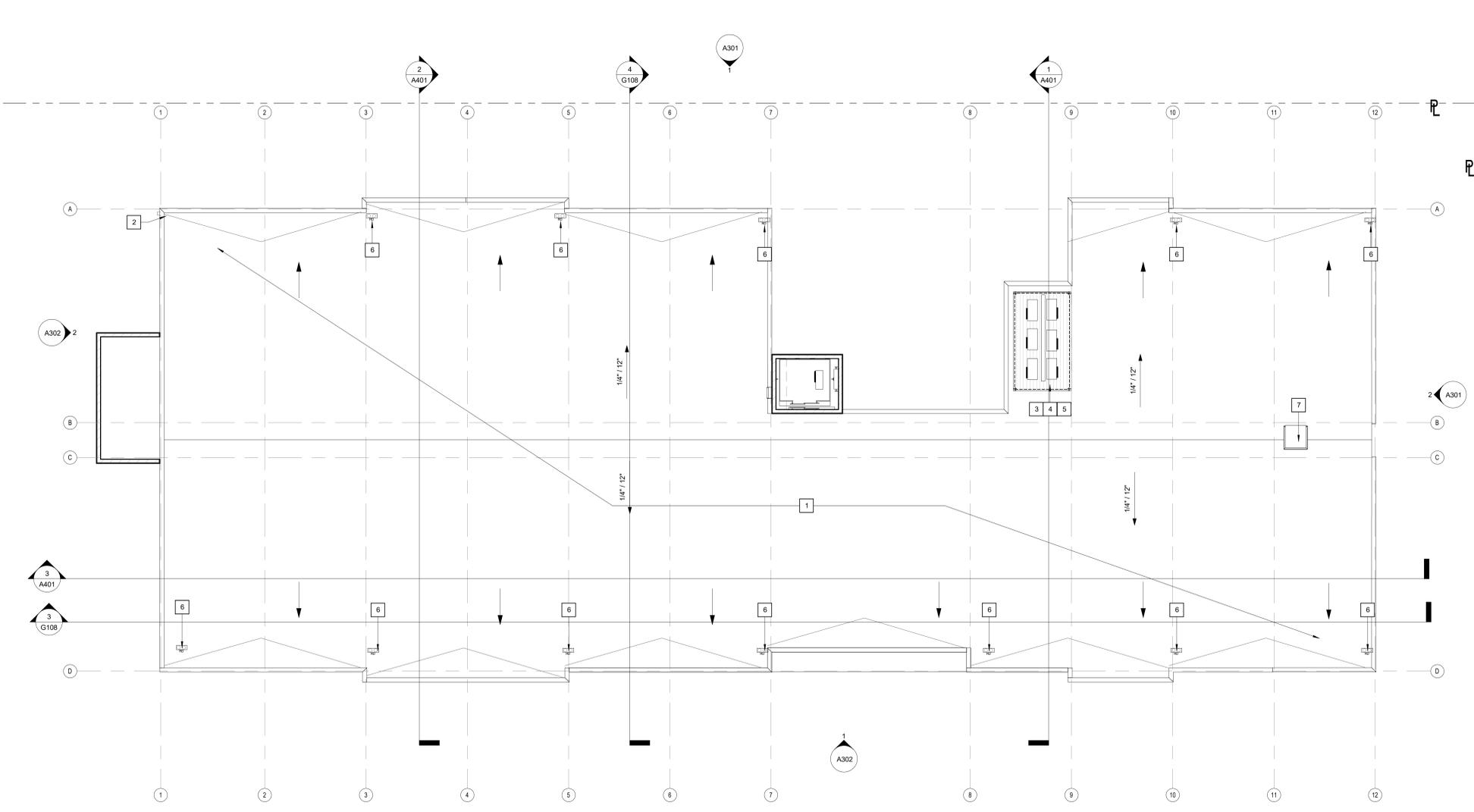
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sheet title

Floor plans

sheet

A101



ROOF

1/8" = 1'-0"



GENERAL BUILDING PLAN NOTES

- DO NOT SCALE DRAWINGS
- DIMENSIONS ARE TAKEN TO FACE OF STUD, FACE OF CONCRETE, FACE OF MASONRY. CLEAR (CLR) DIMENSIONS INDICATE FINISH SURFACE TO FINISH SURFACE. USE OF "EQUAL" OR "EQ" WITHIN A DIMENSION STRING INDICATES A DIMENSION THAT IS TO BE EQUAL ONLY RELATIVE TO OTHER EQUAL CALLOUTS ON THE SAME DIMENSION STRING IN WHICH IT APPEARS.
- DOORS ARE TO BE PLACED 3" FROM ADJACENT WALLS OR CENTERED BETWEEN ADJACENT WALLS AS REPRESENTED IN PLANS. FOR DOOR LOCATIONS IN UNITS, SEE INDIVIDUAL UNIT PLANS.
- CONTRACTOR SHALL PROVIDE IN-WALL BLOCKING FOR WALL MOUNTED ITEMS REPRESENTED IN OR IMPLIED IN THE DRAWINGS AND SPECIFICATIONS.
- PROVIDE AUTOMATIC FIRE SPRINKLERS, STAND PIPES, FIRE ALARM SYSTEM AND PORTABLE FIRE EXTINGUISHERS PER THE FIRE PROTECTION NOTES ON SHEET G000
- PROVIDE INTERNALLY ILLUMINATED EXIT SIGNS WHERE INDICATED. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. PROVIDE BACKUP POWER IN CASE OF PRIMARY POWER LOSS. VERIFY LOCATIONS WITH INSPECTOR. ADDITIONAL SIGNS MAY BE REQUIRED
- INTERIOR FINISHES: REFER TO INTERIOR FINISH SCHEDULES ON SHEET A800
- REFER TO STRUCTURAL SHEETS FOR STRUCTURAL DETAILS.
- REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL ROOM LAYOUT.
- REFER TO ENLARGED PLANS FOR ADDITIONAL SCOPE INFORMATION.
- REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL ROOM LAYOUT.
- REFER TO ELEVATOR SHEETS FOR ELEVATOR ROOM LAYOUT

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GENERAL FLOOR PLAN SYMBOLS

- | | |
|--|--|
| | INDICATES ROOM NUMBER SUFFIX DENOTES NUMBER OF ADDITIONAL DOOR IN ROOM |
| | NEW DOOR |
| | DOOR TAG |
| | WINDOW TAG |
| | PARTITION TAG. REFER TO PARTITION SHEET |
| | ROOM NAME & NUMBER |
| | EQUIPMENT TAG |

date **01/02/2024**
resubmit date revision

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WALL LEGEND:

- W01** Exterior 2x WOOD STUDS, UL NO. U356. (EXT-LOADBEARING), STUCCO, FIRE RATED WHERE REQUIRED PER G107
- W01.1** REFER TO FINISH SCHEDULE OR ELEVATIONS FOR EXTERIOR FINISHES
- W02** INTERIOR PARTION WALL, 2 X WOOD STUD
- W03** UNITS SEPARATION WALL, 2X WOOD STUDS, UL NO. U309, FIRE-RATING PER G107 (INT-LOAD BEARING); STC = 50
- W04** (E) CMU WALL
- W06** INTERIOR PARTION WALL, 2 X WOOD STUD, (INT-LOAD BEARING)

FOR FIRE RATING SEE G107

- FOR WALLS INSULATION REFER TO TITLE 24.
- FOR FLOORS INSULATION REFER TO TITLE 24.
- FOR CEILING/ROOF INSULATION REFER TO TITLE 24.
- THE INTERIOR WALL AND CEILING FINISH MATERIALS TO HAVE A SMOKE DEVELOPMENT BETWEEN 0 AND 450 PER C.B.C. SECTION 803.1.1.

MOBILITY & SENSOY IMPAIRED UNIT MATRIX:

REQUIRED MOBILITY UNITS: 5%
5% X 55 UNITS = 2.75 = 3 UNITS

PROPOSED: 10%
10% X 55 UNITS = 5.5 = 6 UNITS

REQUIRED SENSOY IMPAIRED UNITS: 2%
2% X 55 UNITS = 1.1 = 2

PROPOSED: 4%
4% X 55 UNITS = 2.2 = 3 UNITS

ROOF PLAN KEYNOTES

XX

- T.P.O. ROOF OVER SLOPED RIGID INSULATION
- DOWNSPOUT TYP
- MECHANICAL UNITS: SEE MECHANICAL DRAWINGS & ARCH. DETAILS
- VERIFY MECHANICAL VENTS PRIOR TO INSTALLATION
- ROOFTOP MECHANICAL UNITS NEED TO BE SCREENED PER SMC §16.36.100
- EXISTING ROOF DRAIN & RAIN GUTTER TO BE REMOVED AND REPLACED W/ NEW ONE TO MATCH THE NEW BUILDING
- NEW ROOF ACCESS HATCH

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project no: **24-1**

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sheet title
ROOF PLAN

sheet
A104

BIRDS EYE VIEW - LOOKING NW



PERSPECTIVE VIEW FROM WEST ST DRIVEWAY ENTRY

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project no: 1020

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2024 Jan 11

sheet title

Axonometric views

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A 200



NORTH ELEVATION, TYP. - 1" = 10'



EAST ELEVATION - 1" = 10'



SOUTH ELEVATION - 1" = 10'



WEST ELEVATION - 1" = 10'

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ELEVATIONS

sheet

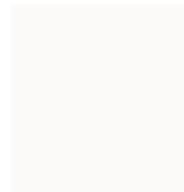
A 201



WOODTONE Siding "Summer Wheat"



Hardie Panel - Behr P290-02 "Sweet as Honey"



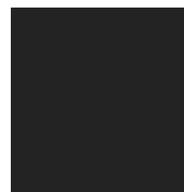
Stucco, Light sand - Behr 12 "Swiss Coffee"



Fascia Board - Behr PPU25-01 "Carbon Copy"



Standing Seam Siding - Behr PPU24-19 "Shark Fin"



Window frames & Steel railings - Behr MQ5-05 "Limousine Leather"

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Tracy Senior Living
301 West St
Tracy, CA 95376

project no: 1020

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Tracy Senior Living
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Tracy, CA 95376

project no: 1020

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MT DIABLO AVE

SECTION A - 1" = 10'

W

E

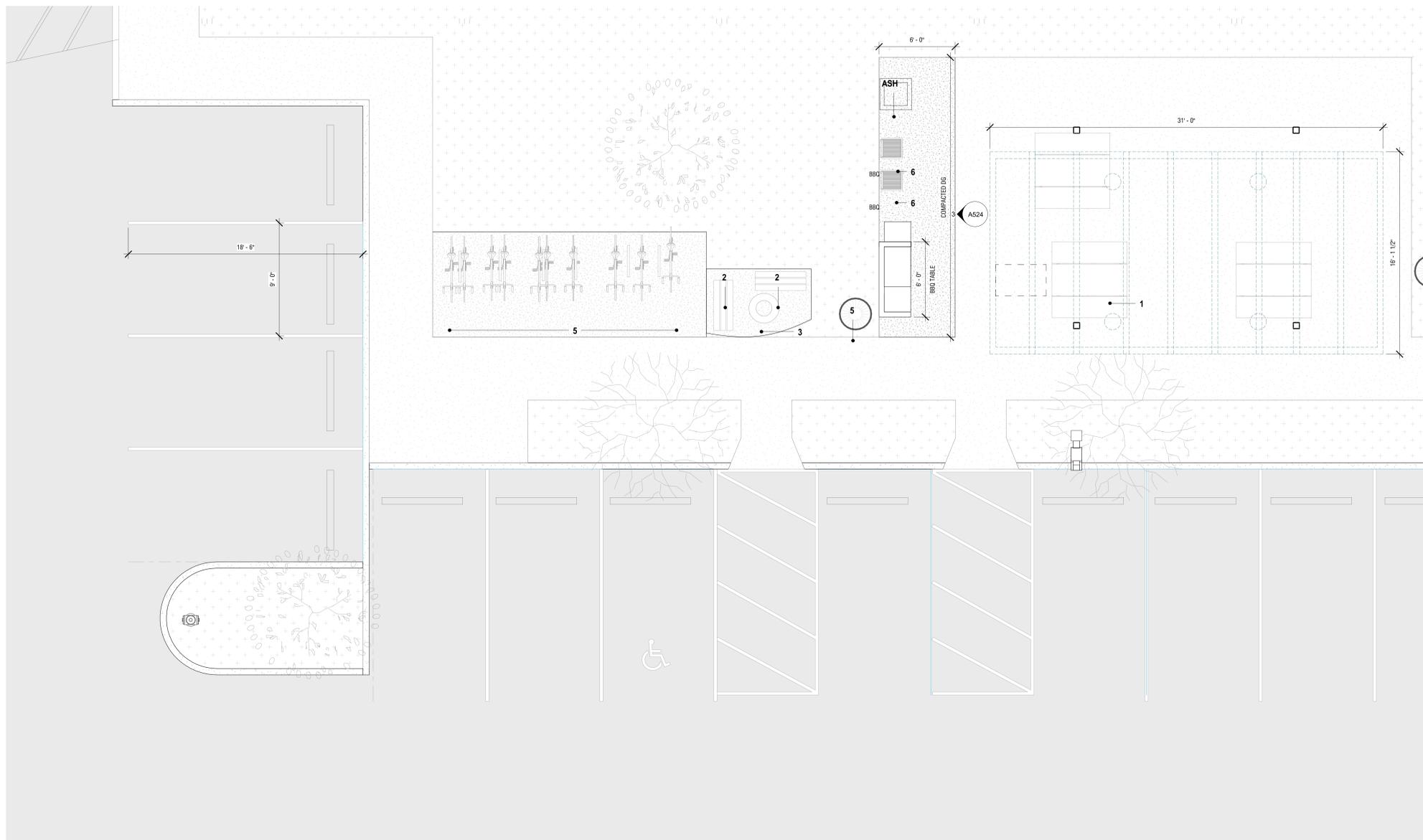
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NEIGHBORING LOT

WEST ST

SECTION B - 1" = 10'



SITE FURNITURES:

- 

77-68-1D ADA PICNIC TABLE, DOUGLAS FIR
234lbs
PAINTED BLACK METAL LEGS
- 

BENCH 275
- 

ASH URN 23 WOOD
- 

RECEPTACLE 41 WOOD
- 

BIKERACK 83 PAINTED BLACK
- 

ACCESSIBLE PARK GRILL MODEL NUMBER ASW-24

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TRACY SENIOR LIVING
301 WEST STREET
TRACY, CA 95376

project no: **24-1**

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sheet title

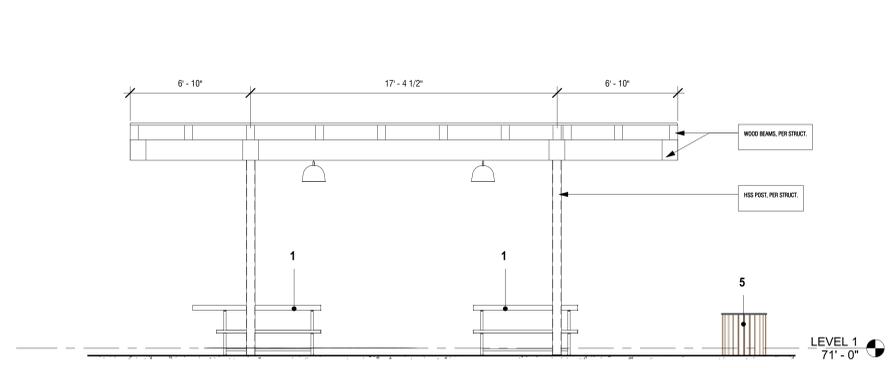
ENLARGED OUTDOOR DINING & BBQ

sheet

A524

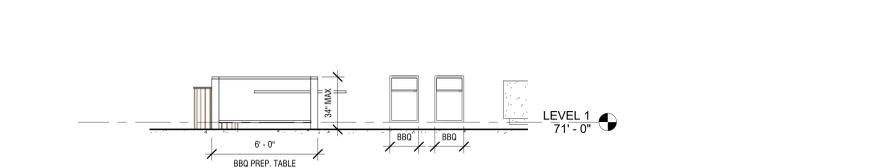
ENLARGED OUTDOOR

1/4" = 1'-0"



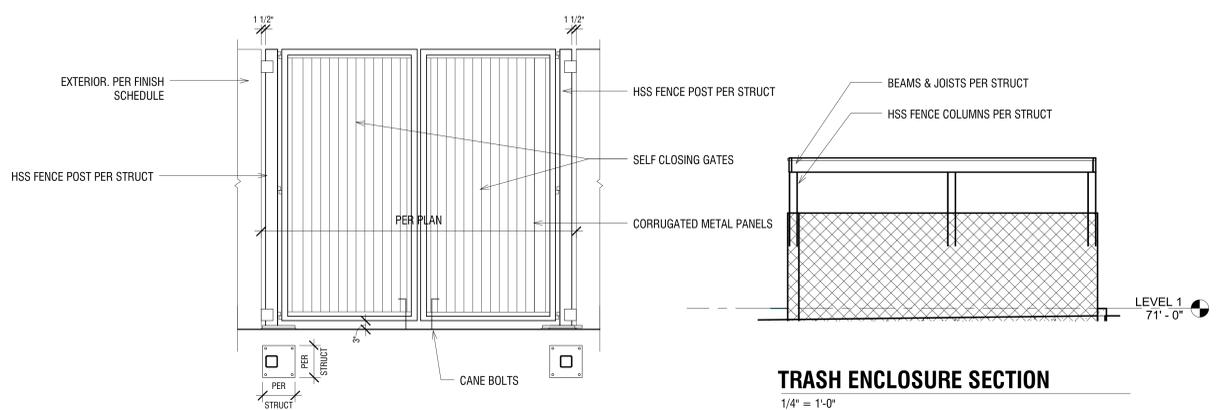
TRELLIS ELEVATION

1/4" = 1'-0"



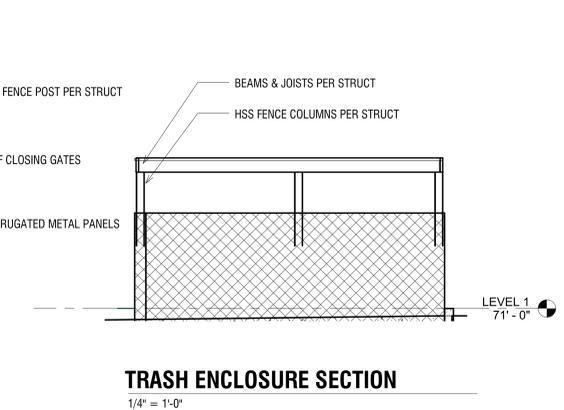
BBQ ELEVATION

1/4" = 1'-0"



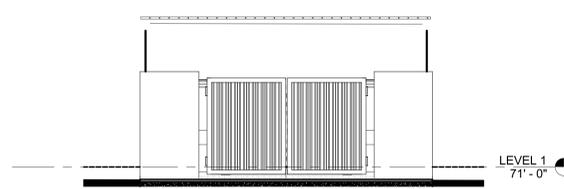
TYP. TRASH ENCLOSURE GATE

1/2" = 1'-0"



TRASH ENCLOSURE SECTION

1/4" = 1'-0"



5 TRASH ENCLOSURE - E ELEV

1/4" = 1'-0"

General Plan Designations

Existing

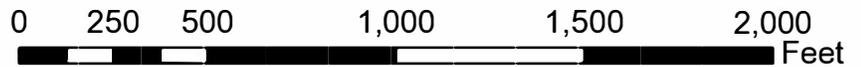


Proposed



General Plan Designations

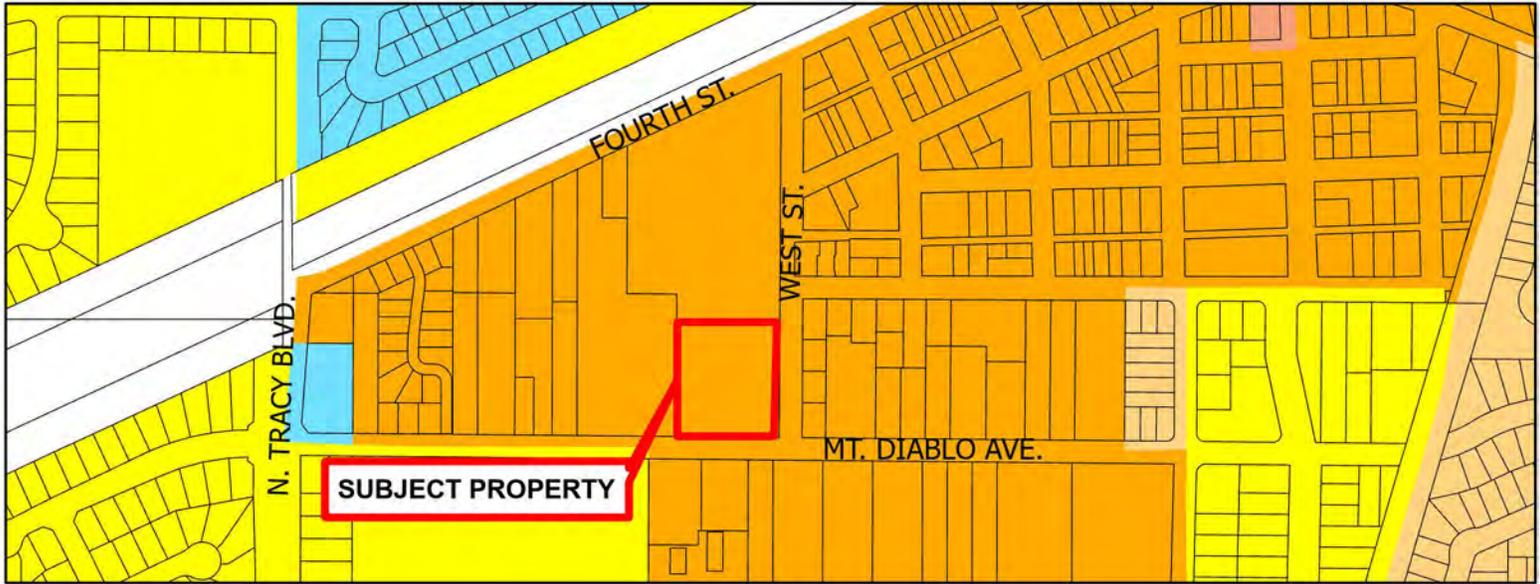
- Residential Low
- Residential Medium
- Residential High
- Commercial
- Public Facilities
- Park



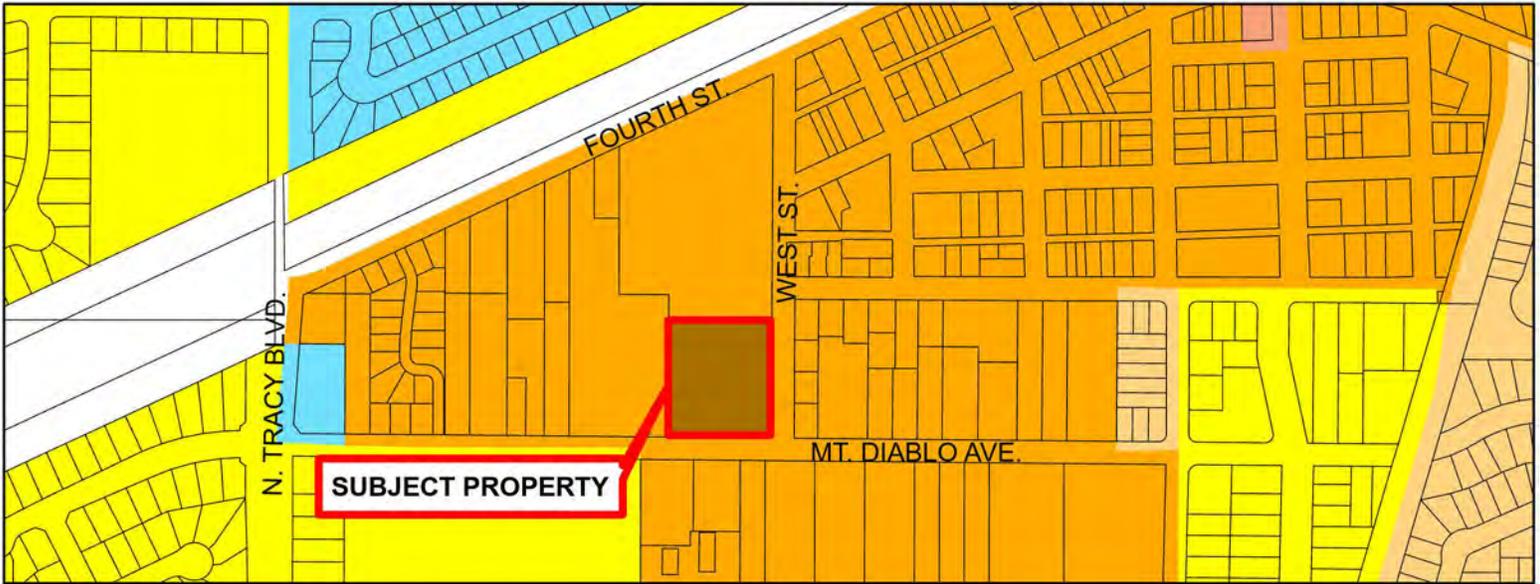
Think Inside the Triangle™

Zoning Districts

Existing

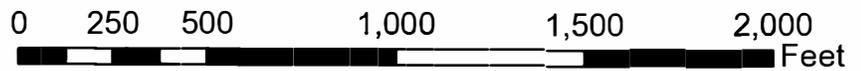


Proposed



ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- Medium Density Cluster (MDC)
- High Density Residential (HDR)
- Planned Unit Development (PUD)
- Neighborhood Shopping (NS)





MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY

FOR THE

TRACY SENIOR LIVING PROJECT AT 301 WEST STREET

DECEMBER 2023

Prepared for:

City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376

Prepared by:

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 235-0116

D e N o v o P l a n n i n g G r o u p

A Land Use Planning, Design, and Environmental Firm



MITIGATED NEGATIVE DECLARATION
AND INITIAL STUDY

FOR THE

TRACY SENIOR LIVING PROJECT AT 301 WEST STREET

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Prepared by:

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El Dorado Hills, CA 95762
(916) 235-0116

Proposed Tracy Senior Living Project at 301 West Street

Lead Agency:

City of Tracy, Planning Division
333 Civic Center Plaza
Tracy, CA 95376

Project Proponent:

Housing Authority of the County of San Joaquin
2575 Grand Canal Blvd., Ste. 100
Stockton, CA 95207

Project Title: Tracy Senior Living Project at 301 West Street

Project Location: The Tracy Senior Living Project site (Project site) is located at 301 West Street in the City of Tracy, San Joaquin County, California. The Project site is located on Assessor Parcel Number (APN) 235-420-16. The 1.94-acre Project site consists of seven affordable housing buildings containing 17 units along the border of the northern, eastern, and southern boundaries of the site surrounding a landscaped courtyard area with pedestrian pathways. Twenty trees are located along the Project boundary. The site is bound by South C Street and multi-family residential uses to the north, West Street and single-family residential uses to the east, West Mt. Diablo Avenue, vacant undeveloped land, and single-family residential uses to the south, and multi-family uses to the west.

Project Description: The proposed Project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low income affordable senior housing units, associated amenities, landscaping, circulation, and utility improvements. The Project would be developed in two phases of 55 units per phase.

Site access would be provided by two proposed driveways: one along W. Mount Diablo Avenue and one along West Street. A north-south drive aisle would be provided along the western boundary of the site. This drive aisle would connect to the West Street driveway via a east-west roadway in the center of the site. The proposed parking areas would be located in the western and central portions of the Project site. The parking areas would include 37 vehicle parking stalls per phase, for a total of 74 vehicle parking stalls. Four of the 74 spaces would be Americans with Disabilities Act (ADA) spaces, and six would be electric vehicle parking spaces. Additionally, 12 bicycle parking spaces would be provided.

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities. Existing storm drain, sewer, water, and gas lines/pipes are currently located along West Mt. Diablo Avenue and West Street.

If the City Council adopts the IS/MND in accordance with CEQA requirements, the City may use the IS/MND to support the following actions:

- General Plan Amendment of the property from MDR to HDR;
- Rezone of the property from MDR to HDR;
- Development Review Permit approval for building design, landscaping, and other site features;
- Building, grading, and other permits as necessary for Project construction;
- Adopting a Mitigation Monitoring and Reporting Program (MMRP).

Findings:

In accordance with the California Environmental Quality Act, the City of Tracy has prepared an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. The Initial Study and Proposed Mitigated Negative Declaration reflect the independent judgment of City of Tracy staff. On the basis of the Initial Study, the City of Tracy hereby finds:

Although the proposed project could have a significant adverse effect on the environment, there will not be a significant adverse effect in this case because the project has incorporated specific provisions to reduce impacts to a less than significant level and/or the mitigation measures described herein have been added to the project. A Mitigated Negative Declaration has thus been prepared.

The Initial Study, which provides the basis and reasons for this determination, is attached and/or referenced herein and is hereby made a part of this document.


Signature

12/21/2023

Date

Proposed Mitigation Measures:

The following Mitigation Measures are extracted from the Initial Study. These measures are designed to avoid or minimize potentially significant impacts, and thereby reduce them to an insignificant level. An MMRP is an integral part of project implementation to ensure that mitigation is properly implemented by the City and the implementing agencies. The MMRP will describe actions required to implement the appropriate mitigation for each CEQA category including identifying the responsible agency, program timing, and program monitoring requirements. Based on the analysis and conclusions of the Initial Study, the impacts of proposed project would be mitigated to less-than-significant levels with the implementation of the mitigation measures presented below.

AIR QUALITY

Mitigation Measure AIR-1: *Prior to the commencement of grading activities, the contractor hired to complete the grading activities shall prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval. The Project applicant shall comply with all applicable APCD requirements prior to commencement of grading activities.*

Mitigation Measure AIR-2: *The following mitigation measures, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the Project's contractor during all phases of Project grading and construction to reduce fugitive dust emissions:*

- *Water previously disturbed exposed surfaces (soil) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Water all haul roads (unpaved) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Reduce speed on unpaved roads to less than 5 miles per hour.*
- *Reduce the amount of disturbed surface area at any one time pursuant to the scope of work identified in approved and permitted plans.*
- *Restrict vehicular access to the area to prevent unlawful entry to disturbed areas and limit unnecessary onsite construction traffic on disturbed surfaces. Restriction measures may include fencing or signage as determined appropriate by the City.*
- *Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).*
- *Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.*

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

BIOLOGICAL RESOURCES

Mitigation Measure BIO-1: *Prior to commencement of any grading activities, the Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through payment of development fees for conversion of open space lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. In addition, coverage includes incidental take avoidance and minimization measures for species that could be affected as a result of the proposed Project. There are a wide variety of incidental take avoidance and minimization measures contained in the SJMSCP that were developed in consultation with the USFWS, CDFW, and local agencies. The applicability of incidental takes avoidance and minimization measures are determined by SJCOG on a Project basis. The process of obtaining coverage for a Project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a) and California Fish and Game Code Section 2081. The Section 10(a) permit also serves as a special-purpose permit for the incidental take of those species that are also protected under the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species. The SJMSCP includes the implementation of an ongoing Monitoring Plan to ensure success in mitigating the habitat impacts that are covered. The SJMSCP Monitoring Plan includes an Annual Report process, Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan SJCOG.*

CULTURAL RESOURCES

Mitigation Measure CUL-1: *If any prehistoric or historic artifacts, human remains or other indications of archaeological or paleontological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures.*

- *If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.*

- *If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.*
- *If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.*

GEOLOGY AND SOILS

Mitigation Measure GEO-1: *Prior to the development of the Project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities. The results of the subsurface geotechnical investigation shall be reflected on the Improvements Plans, subject to review and approval by the City's Building Safety and Fire Prevention Division.*

Mitigation Measure GEO-2: *Expansive materials and potentially weak and compressible fills at the site shall be evaluated by a Geotechnical Engineer during the grading plan stage of development. If highly expansive or compressible materials are encountered, special foundation designs and reinforcement, removal and replacement with soil with low to non-expansive characteristics, compaction strategies, or soil treatment options to lower the expansion potential shall be incorporated through requirements imposed by the City's Development Services Department.*

Mitigation Measure GEO-3: *If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Tracy or San Joaquin County shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where they could be curated and displayed for public education purposes.*

HAZARDS AND HAZARDOUS MATERIALS

Mitigation Measure HAZ-1: *Prior to any demolition of the existing structures within the Project site, surveys shall be conducted for the presence of lead-based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk. If concentrations of hazardous materials are determined to exceed applicable ESL thresholds, appropriate on-site remediation shall be conducted in coordination with the San Joaquin County EHD. Removal, demolition and disposal of any of the above-mentioned chemicals shall be conducted in compliance with California and other local environmental regulations and policies, including but not limited to the NESHAP and Cal-OSHA requirements.*

NOISE

Mitigation Measure NOISE-1: *The City of Tracy Development Services Department shall establish the following as conditions of approval for any permit that results in the use of construction equipment:*

- *Construction shall be limited to 7:00 a.m. to 7:00 p.m.*
- *All construction equipment powered by internal combustion engines shall be properly muffled and maintained.*
- *Quiet construction equipment, particularly air compressors, are to be selected whenever possible.*
- *All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.*
- *Unnecessary idling of internal combustion engines is prohibited.*
- *The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.*

These requirements shall be noted on the Project plans prior to approval of grading and/or building permits.

TRIBAL CULTURAL RESOURCES

*Implement **Mitigation Measure CUL-1***

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INITIAL STUDY

PROJECT TITLE

Tracy Senior Living Project at 301 West Street

LEAD AGENCY NAME AND ADDRESS

City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376

CONTACT PERSON AND PHONE NUMBER

Kenny Lipich, Associate Planner
City of Tracy
Planning Division
333 Civic Center Plaza
Tracy, CA 95376
kenneth.lipich@cityoftracy.org
(209) 831-6443

PROJECT SPONSOR'S NAME AND ADDRESS

Housing Authority of the County of San Joaquin
2575 Grand Canal Boulevard, Suite 100
Stockton, CA 95207

PROJECT LOCATION AND SETTING

The Tracy Senior Living Project site (Project site) is located at 301 West Street in the City of Tracy, San Joaquin County, California (see Figures 1 and 2). The Project site is located on Assessor Parcel Number (APN) 235-420-16. The Project site is 1.94 acres consisting of seven affordable housing buildings containing 17 units along the border of the northern, eastern, and southern boundaries of the site surrounding a landscaped courtyard area with pedestrian pathways (see Figure 3). Twenty trees are located along the Project boundary. The site is bound by multi-family residential uses to the north, West Street and single-family residential uses to the east, West Mt. Diablo Avenue, vacant undeveloped land, and single-family residential uses to the south, and multi-family uses to the west.

PROJECT DESCRIPTION

The proposed Project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low income affordable senior housing units, associated amenities, landscaping, circulation, and utility improvements (see Figure 4). The Project would be developed in two phases of 55 units per phase.

The Project components, including the apartment buildings, landscaping, circulation, utilities, and requested development applications and construction permits, are discussed in detail below.

APARTMENT BUILDINGS

The 110-unit apartment complex would be contained within two separate buildings on the northern and southern portions of the Project site. Each building would contain 55 units and would be three stories high. Table PD-1 shows the breakdown of unit types.

Table PD-1: Proposed Unit Types and Counts

| <i>UNIT TYPE</i> | <i>PHASE 1 UNIT COUNT</i> | <i>PHASE 1 UNIT COUNT</i> | <i>TOTAL UNIT COUNT</i> |
|-------------------------|---------------------------|---------------------------|-------------------------|
| 1 bedroom unit | 44 | 44 | 88 |
| 1 bedroom mobility unit | 6 | 6 | 12 |
| 2 bedroom mobility unit | 1 | 1 | 2 |
| Sensory impaired unit | 3 | 3 | 6 |
| Manager's unit | 1 | 1 | 2 |
| TOTAL | 55 | 55 | 110 |

SOURCE: ARTIFEXWEST STUDIO, 2023.

In addition to the residential units, each building would contain an elevator, electrical room, mechanical room, storage room, mailboxes, public restrooms, two staff offices, laundry room, computer lab, and community room. A single-story utility and storage space building would also be provided.

The proposed Project would be subject to Development Review Permit approval by the City, during which City staff would ensure that the proposed Project would comply with all applicable City regulations including, but not limited to, landscaping and visual screening.

LANDSCAPING

The Project includes landscaping throughout the site. Each of the two phases would contain approximately 14,000 square feet (SF) (approximately 0.32 acres) of usable open space, for a total of 28,000 SF (approximately 0.64 acres) of usable open space. Fifteen of the existing 20 trees would be retained as part of the Project.

The irrigation on the site will use drip irrigation, will meet the City's requirements, and will comply with the requirements of the City's Water Efficient Landscape Ordinance. The landscape design uses water-wise plant species suitable for this region and that are low maintenance and durable, uses trees to shade paved areas, and plants have been grouped into hydro-zones.

ACCESS, PARKING AND CIRCULATION

Site access would be provided by two proposed driveways: one along W. Mount Diablo Avenue and one along West Street. A north-south drive aisle would be provided along the western boundary of the site. This drive aisle would connect to the West Street driveway via a east-west roadway in the center of the site.

The proposed parking areas would be located in the western and central portions of the Project site. The parking areas would include 37 vehicle parking stalls per phase, for a total of 74 vehicle parking stalls. Four of the 74 spaces would be Americans with Disabilities Act (ADA) spaces, and

six would be electric vehicle parking spaces. Additionally, 12 bicycle parking spaces would be provided.

UTILITIES

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities. Existing storm drain, sewer, water, and gas lines/pipes are currently located along West Mt. Diablo Avenue and West Street.

The Project would be served by the following existing service providers:

1. City of Tracy for water;
2. City of Tracy for wastewater collection and treatment;
3. City of Tracy for stormwater collection;
4. Pacific Gas and Electric Company for gas and electricity.

Utility lines within adjacent roadways would be extended throughout the Project site. Wastewater, water, and storm drainage lines would be connected via existing lines along West Mt. Diablo Avenue and West Street. The Project would also connect to existing electrical and natural gas infrastructure in the Project vicinity.

Stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the apartment buildings. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. Best management practices (BMPs) will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment planters and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

GENERAL PLAN AND ZONING

The Project site is designated Residential Medium (RM) by the Tracy General Plan Land Use Map (see Figure 5) and Medium Density Residential (MDR) on the Tracy Zoning Map (see Figure 6). The Project would require a General Plan Amendment to change the designation from RM to Residential High (RH). The Project would also require a rezone from MDR to High Density Residential (HDR).

The characteristic housing for the RH designation includes triplexes, fourplexes, townhouses, apartments, and includes condominiums as an ownership type. Densities in the RH designation are from 12.1 to 25 units per gross acre. The Project proposes to develop 110 units on the 1.94-acre site, resulting in a density of 56.7 units per acre. The proposed use and density are consistent with the proposed RH land use designation and density bonus from Assembly Bill (AB) 2334.

AB 2334 amends State Density Bonus Law to include several changes and clarifications. This includes expanding the locations where significant concessions are provided for 100 percent affordable housing developments to include very low vehicle travel areas, an update to the definition of maximum allowable residential density, a change to the resident age requirement to allow for the elimination of parking, and a clarification regarding the maximum rent levels in 100% affordable projects.

The HDR Zone classification is designed to provide for apartments, multiple-family dwellings, dwelling groups, and supporting uses and to be utilized in appropriate locations within the areas designated high-medium density residential with a density range of 12 to 25 dwelling units per gross acre by the General Plan. The proposed use and density are consistent with the proposed HDR Zone and density bonus from AB 2334.

REQUESTED DEVELOPMENT APPLICATIONS AND OTHER APPROVALS

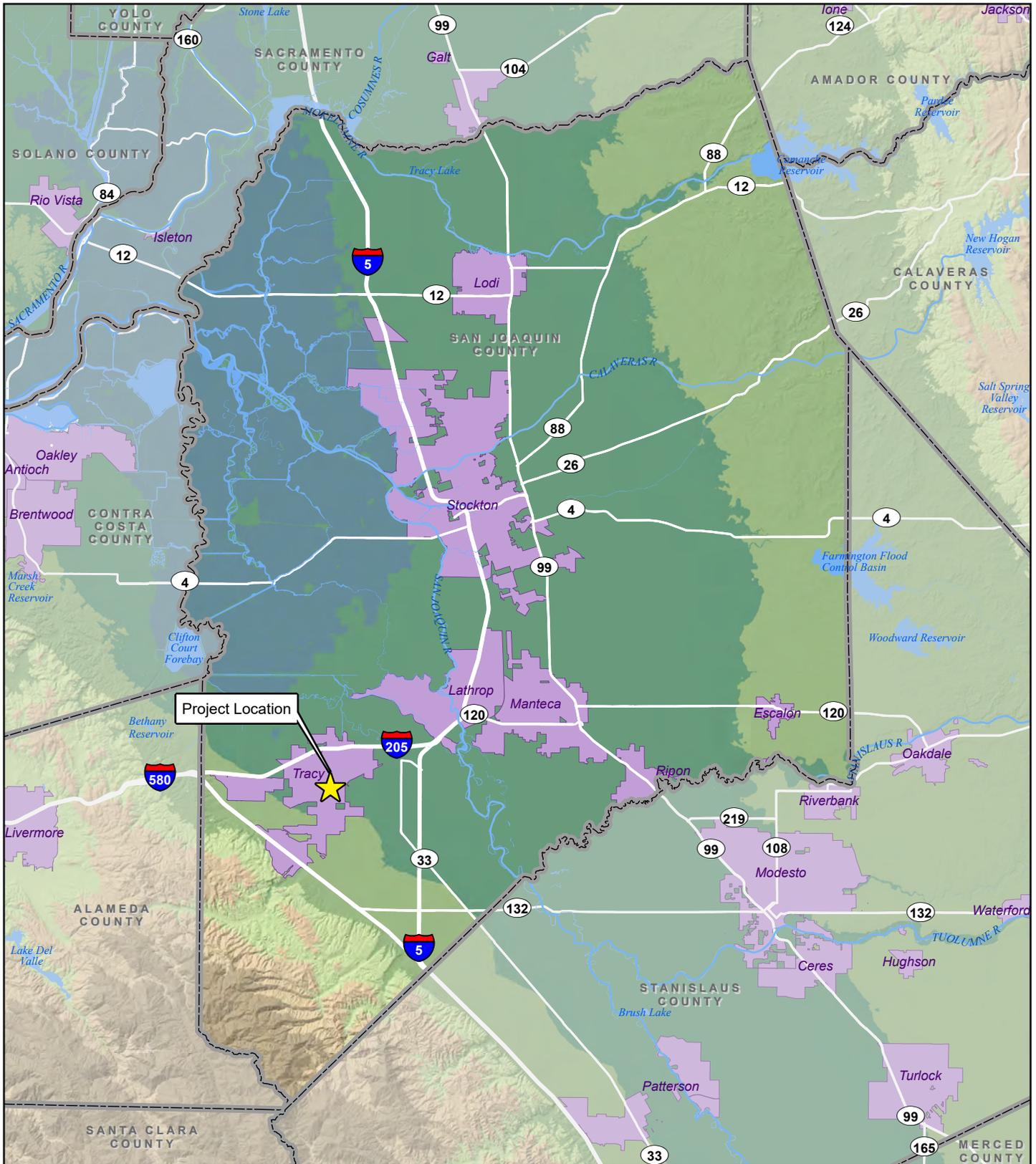
The City of Tracy is the Lead Agency for the proposed Project, pursuant to the State Guidelines for Implementation of CEQA, Section 15050.

If the City Council adopts the IS/MND in accordance with CEQA requirements, the City may use the IS/MND to support the following actions:

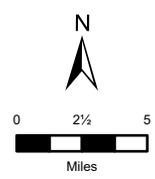
- General Plan Amendment of the property from MDR to HDR;
- Rezone of the property from MDR to HDR;
- Development Review Permit approval for building design, landscaping, and other site features;
- Building, grading, and other permits as necessary for Project construction;
- Adopting a Mitigation Monitoring and Reporting Program (MMRP).

The following agencies may rely on the adopted IS/MND to issue permits or approve certain aspects of the proposed Project:

- Regional Water Quality Control Board (RWQCB) – Construction activities would be required to be covered under the National Pollution Discharge Elimination System (NPDES);
- RWQCB – The Storm Water Pollution Prevention Plan (SWPPP) would be required to be approved prior to construction activities pursuant to the Clean Water Act;
- San Joaquin Valley Air Pollution Control District (SJVAPCD) – Construction activities would be subject to the SJVAPCD codes and requirements.



- LEGEND**
- Incorporated Area
 - County Boundary

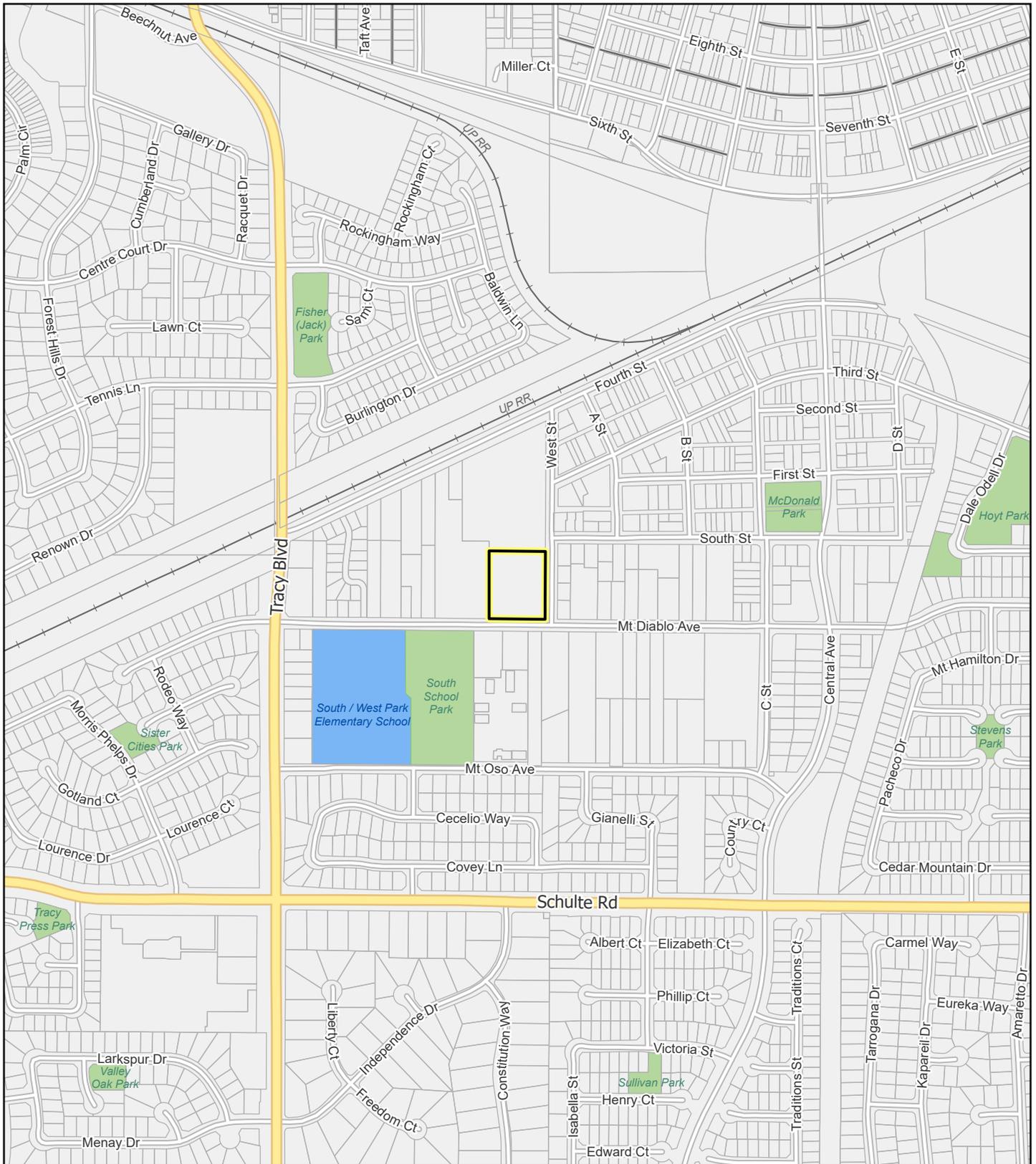


TRACY SENIOR LIVING PROJECT

Figure 1. Regional Project Location

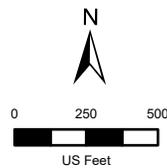
Sources: San Joaquin County GIS. Map date: June 20, 2023.

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LEGEND

- Project Site
- Public Schools
- Parks

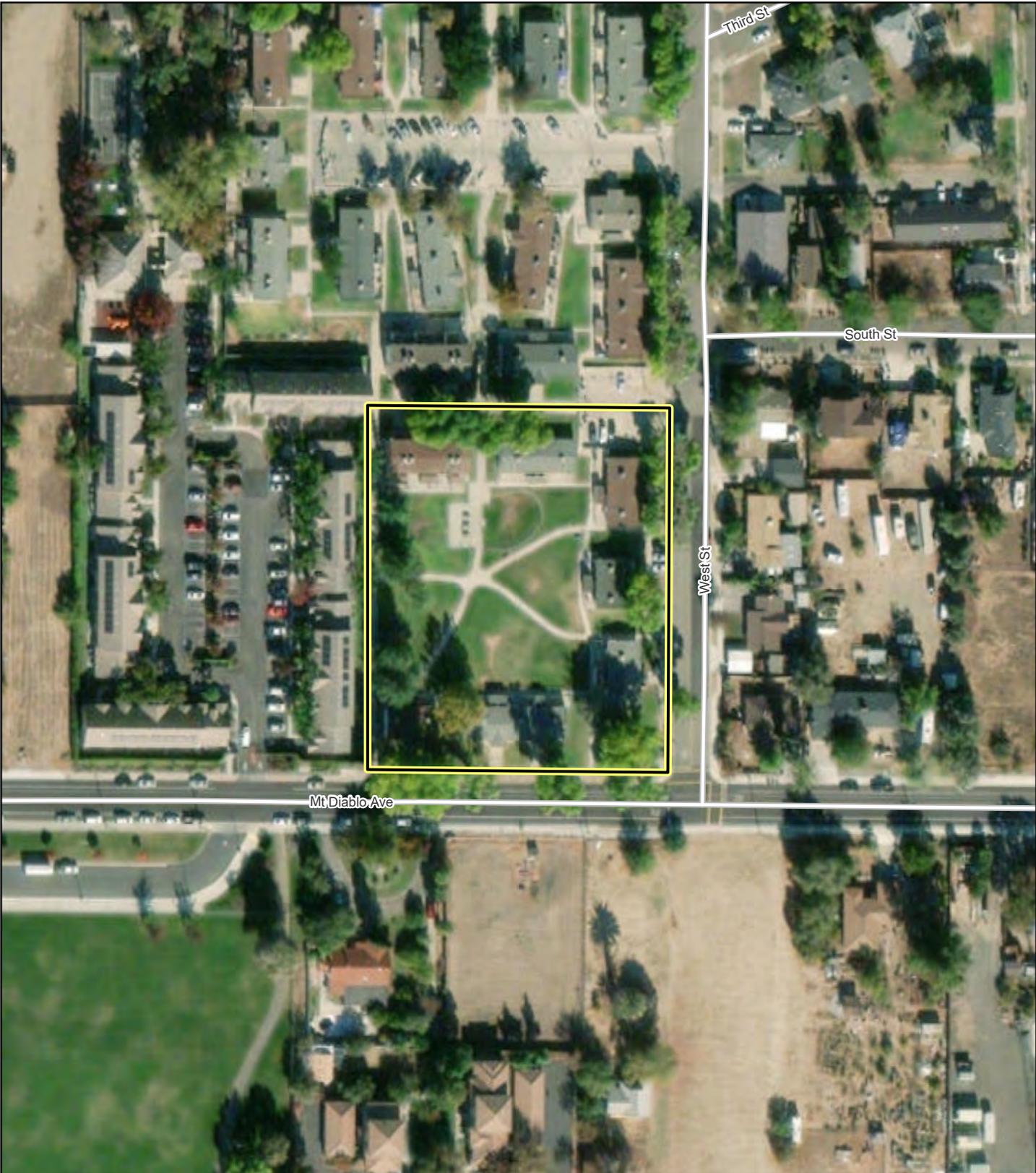


TRACY SENIOR LIVING PROJECT

Figure 2. Project Vicinity Map

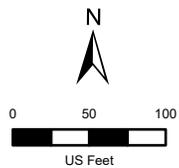
Sources: San Joaquin County GIS. Map date: June 20, 2023.

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LEGEND

 Project Site

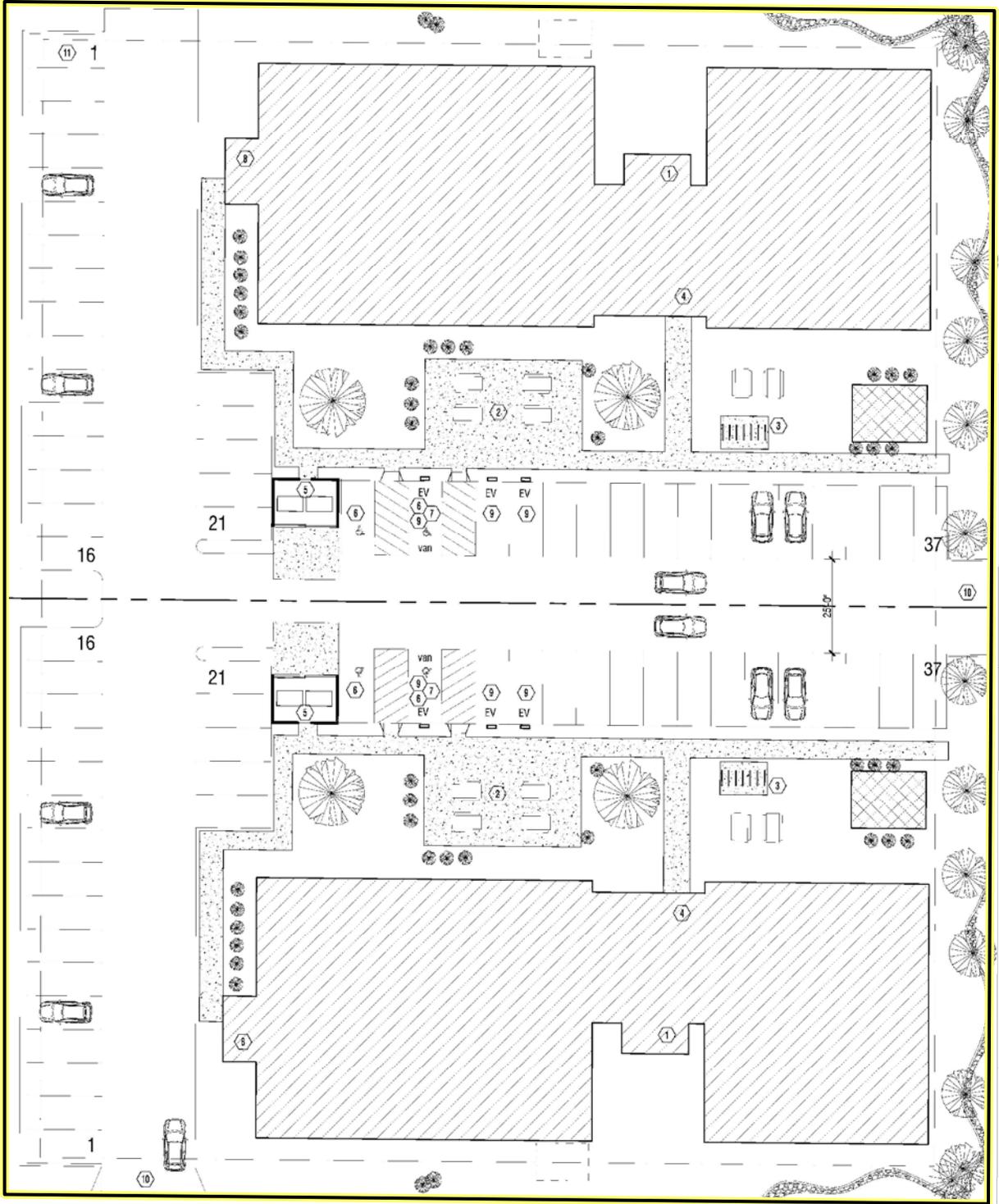


TRACY SENIOR LIVING PROJECT

Figure 3. Aerial View of Project Site

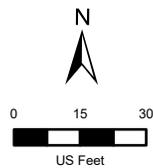
Sources: San Joaquin County GIS. ArcGIS Map Service. Map date: June 20, 2023.

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LEGEND

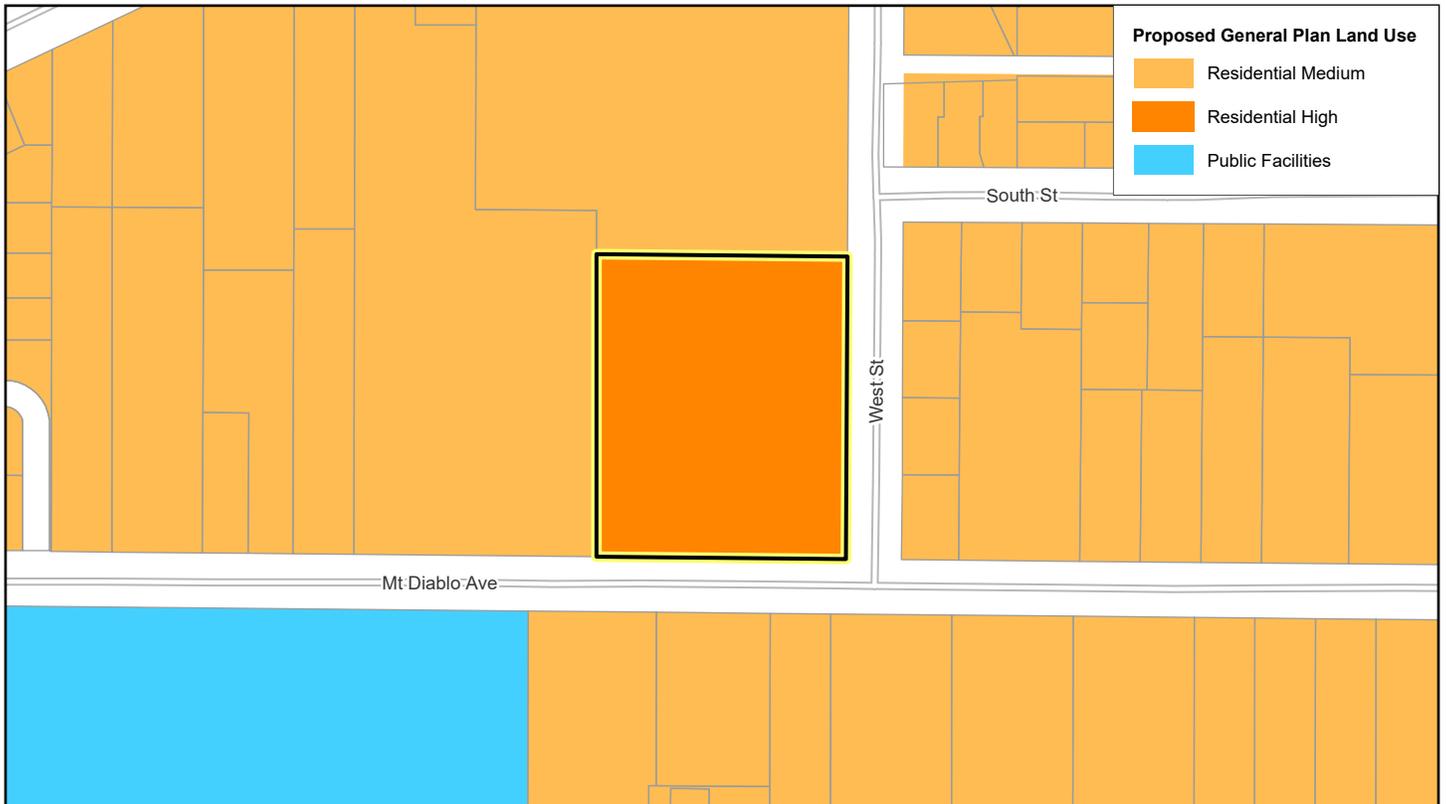
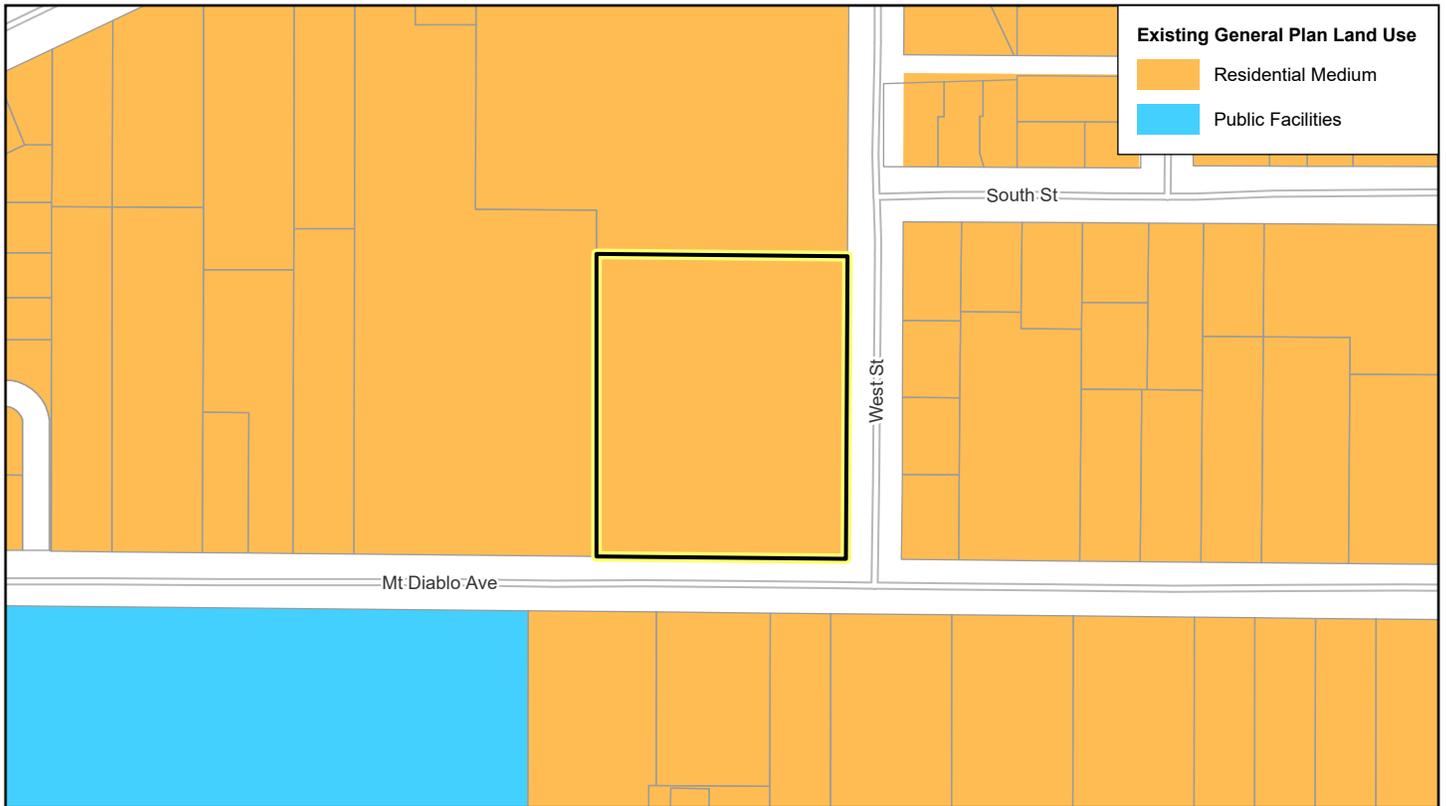
 Project Site



TRACY SENIOR LIVING PROJECT

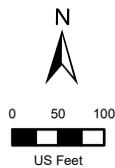
Figure 4. Site Plan

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LEGEND

 Project Site



TRACY SENIOR LIVING PROJECT

Figure 5. Existing and Proposed General Plan

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

| | | | | | |
|--|----------------------------|--|------------------------------------|--|-------------------------------|
| | Aesthetics | | Agriculture and Forest Resources | | Air Quality |
| | Biological Resources | | Cultural Resources | | Geology and Soils |
| | Greenhouse Gasses | | Hazards and Hazardous Materials | | Hydrology and Water Quality |
| | Land Use and Planning | | Mineral Resources | | Noise |
| | Population and Housing | | Public Services | | Recreation |
| | Transportation and Traffic | | Tribal Cultural Resources | | Utilities and Service Systems |
| | Wildfire | | Mandatory Findings of Significance | | |

DETERMINATION:

On the basis of this initial evaluation:

| | |
|---|--|
| | I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. |
| X | I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. |
| | I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. |
| | I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. |
| | I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required. |

Signature

Date

EVALUATION INSTRUCTIONS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significance

EVALUATION OF ENVIRONMENTAL IMPACTS:

In each area of potential impact listed in this section, there are one or more questions which assess the degree of potential environmental effect. A response is provided to each question using one of the four impact evaluation criteria described below. A discussion of the response is also included.

- **Potentially Significant Impact.** This response is appropriate when there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries, upon completion of the Initial Study, an EIR is required.
- **Less than Significant With Mitigation Incorporated.** This response applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". The Lead Agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- **Less than Significant Impact.** A less than significant impact is one which is deemed to have little or no adverse effect on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.
- **No Impact.** These issues were either identified as having no impact on the environment, or they are not relevant to the Project.

ENVIRONMENTAL CHECKLIST

This section of the Initial Study incorporates the most current Appendix "G" Environmental Checklist Form, contained in the CEQA Guidelines. Impact questions and responses are included in both tabular and narrative formats for each of the 18 environmental topic areas.

I. AESTHETICS -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Have a substantial adverse effect on a scenic vista? | | | X | |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | | | X | |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? | | | X | |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. There are no designated scenic vistas located on or adjacent to the Project site. The project site is 1.94 acres consisting of seven affordable housing buildings containing 17 units along the border of the northern, eastern, and southern boundaries of the site surrounding a landscaped courtyard area with pedestrian pathways. Twenty trees are located along the Project boundary. The Project site is surrounded by land designated for residential uses.

The proposed Project uses are consistent and compatible with the surrounding land uses. The site is bound by multi-family residential uses to the north, West Street and single-family residential uses to the east, West Mt. Diablo Avenue, vacant undeveloped land, and single-family residential uses to the south, and multi-family uses to the west.

Implementation of the proposed Project would result in redevelopment of a site currently used for residential uses for new affordable residential uses in an area of the City that is adjacent to existing residential development. The Project site is not topographically elevated from the surrounding lands, and is not highly visible from areas beyond the immediate vicinity of the site. There are no prominent features on the site, such as extensive trees, rock outcroppings, or other

visually distinctive features that contribute to the scenic quality of the site. The Project site is not designated as a scenic vista by the City of Tracy General Plan.

Implementation of the proposed Project would not significantly change the existing visual character of the Project area, as much of the areas immediately adjacent to the site are used for residential purposes. The Project site is currently developed with residential uses and the proposed Project would result in development of affordable residential units on the site. Therefore, this impact is considered **less than significant**.

Response b): Less than Significant. As described in the Tracy General Plan EIR, there are two Officially Designated California Scenic Highway segments in the Tracy Planning Area, which extend a total length of 16 miles. The first designated scenic highway is the portion of I-580 between I-205 and I-5, which offers views of the Coast Range to the west and the Central Valley’s urban and agricultural lands to the east. The second scenic highway is the portion of I-5 that starts at I-205 and continues south to Stanislaus County, which allows for views of the surrounding agricultural lands and the Delta-Mendota Canal and California Aqueduct.

The Project site is not visible from either scenic highway portions discuss above. Although 20 trees are found on-site, 15 of the 20 trees would be retained by the Project. Development of the proposed Project would not result in the removal of any rock outcroppings, or buildings of historical significance, and would not result in substantial changes to the viewsheds from the designated scenic highways in the vicinity of the City of Tracy. Therefore, this is a **less than significant** impact.

Response c): Less than Significant. The CEQA definition for an “Urbanized area” means a central city or a group of contiguous cities with a population of 50,000 or more, together with adjacent densely populated areas having a population density of at least 1,000 persons per square mile. In addition, to be considered an Urbanized area according to CEQA, projects must also be within the boundary of a map prepared by the U.S. Bureau of the Census which designates the area as urbanized area. According to the U.S. Bureau of the Census, the Project site is mapped and designated as urbanized area. In addition, the Project site is located within the City of Tracy, which has an estimated population of approximately 94,538 people; meaning the Project site is within an urbanized area and subjected to applicable zoning or other regulation governing scenic quality. Development of the Project site would convert the Project site from its existing medium density residential use to a high density residential use use.

The proposed Project would redevelop a residential site with affordable residential uses in an area that currently contains numerous residential buildings. The proposed Project would be visually compatible with the surrounding residential uses. The proposed density of the residential uses would increase as a result of the Project. However, taking into account the scope and location of the proposed Project relative to the surrounding area uses, this would not greatly alter the area’s overall visual character.

Additionally, the Project is subject to the City of Tracy’s development and design review criteria, which would ensure that the exterior facades of the proposed structures, landscaping,

streetscape improvements and exterior lighting improvements are compatible with the surrounding land uses. Additionally, the proposed Project includes extensive planting of new trees and other vegetation and would maintain several of the existing trees on-site. Overall, Project implementation would not conflict with the applicable zoning and other regulations governing scenic quality. Therefore, this impact is considered **less than significant**.

Response d): Less than Significant. Daytime glare can occur when the sunlight strikes reflective surfaces such as windows, vehicle windshields and shiny reflective building materials. The proposed Project would redevelop a residential site with affordable residential uses in an area that currently contains numerous residential buildings. Reflective building materials are not proposed for use in the Project, and as such, the Project is not anticipated to result in increases in daytime glare.

The proposed Project would include exterior lighting around the proposed structures. The City of Tracy Standard Plan #140 establishes street light standards, and requirements for light illumination. Exterior lighting on new projects is also regulated by the Tracy Municipal Code, 10.08.4000 (a), which specifies that the site plan and architectural review package includes an exterior lighting standards and devices review. The City addresses light and glare issues on a case-by-case basis during Project approval and typically adds requirements as a condition of Project approval to shield and protect against light spillover from one property to the next as required by Tracy Municipal Code Section 10.08.3530(h).

Overall, this impact would be **less than significant**.

II. AGRICULTURE AND FOREST RESOURCES -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | | | X | |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | | | | X |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1222(g)) or timberland (as defined in Public Resources Code section 4526)? | | | | X |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | | | | X |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The Project site is designated as Urban and Built-Up Land by the Farmland Mapping and Monitoring Program and the California Department of Conservation.¹ Due to the existing surrounding land uses, the Project site is not suitable for agricultural production and agricultural operations.

The proposed Project site is designated MDR, which is intended for future urban land uses in the Tracy General Plan, and the site is currently contains residential uses. Therefore, this would be considered a **less than significant** impact.

Response b): No Impact. The Project site is not under a Williamson Act Contract, nor are any of the parcels immediately adjacent to the Project site under a Williamson Act Contract. Therefore, implementation of the proposed Project would not conflict with a Williamson Act Contract. The Project site is currently zoned MDR by the City’s Zoning Map. As such, the proposed Project would not conflict with any agricultural zoning or Williamson Act Contract. There is **no impact**.

Responses c) and d): No Impact. The Project site is located in an area consisting of residential development. Twenty trees are located on-site; however, the trees are ornamental in nature. Fifteen of the existing 20 trees would be retained as part of the Project. There are no forest

¹ Available at: <http://maps.conservation.ca.gov/ciff/ciff.html>.

resources on the Project site or in the immediate vicinity of the Project site. Therefore, development of the Project would result in **no impact**.

Response e): Less than Significant. As described under Responses (a) above, the proposed Project site has previously been used for residential purposes. The site is also not zoned for agricultural uses. The proposed Project is identified for urban land uses in the Tracy General Plan and is currently developed and surrounded by residential land uses. Therefore, implementation of the proposed Project would result in a **less than significant** impact.

III. AIR QUALITY -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | | X | | |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | | X | | |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | | X | | |
| d) Expose sensitive receptors to substantial pollutant concentrations? | | | X | |
| e) Create objectionable odors affecting a substantial number of people? | | | X | |

EXISTING SETTING

The Project site is located within the boundaries of the San Joaquin Valley Air Pollution Control District (SJVAPCD). This agency is responsible for monitoring air pollution levels and ensuring compliance with federal and state air quality regulations within the San Joaquin Valley Air Basin (SJVAB) and has jurisdiction over most air quality matters within its borders.

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c): Less than Significant with Mitigation. Air quality emissions would be generated during construction of the proposed Project and during operation of the proposed Project. Construction-related air quality impacts and operational air quality impacts are addressed separately below.

Project Emissions

The SJVAPCD has published guidance on determining CEQA applicability, significance of impacts, and potential mitigation of significant impacts, in the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). The SJVAPCD has established thresholds of significance for criteria pollutant emissions, which are based on District New Source Review (NSR) offset requirements for stationary sources. Using project type and size, the SJVAPCD has pre-quantified emissions and determined a size below which it is reasonable to conclude that a project would not exceed applicable thresholds of significance for criteria pollutants. In the interest of streamlining CEQA requirements, projects that fit the descriptions and project sizes provided in the SJVAPCD Small Project Level (SPAL) are deemed to have a less than significant impact on air quality and, as such, are excluded from quantifying criteria pollutant emissions for CEQA purposes.

The SJVAPCD’s approach to analysis of criteria pollutant impacts is that quantification of criteria pollutant emissions is not necessary if an Initial Study demonstrates that such emissions would be less than significant based on the SJVAPCD SPAL screening levels (SJVAPCD, 2015) (SJVAPCD, 2020). The proposed Project would only generate a very small number of vehicle trips during Project operation and would not require a large Project area (far less than the SPAL screening threshold of 800 non-heavy duty truck daily trips and 15 heavy-duty truck trips, and 225 residential units, for the “Apartment, Mid Rise” land uses). Specifically, the Project would only include 110 apartments and, as provided in the Transportation Analysis provided by Kimley Horn (2023), only generate approximately 262 daily trips. Furthermore, when subtracting out the trips associated with the existing land use, the Project would only generate approximately 161 net trips (see Kimley Horn’s transportation analysis provided in Appendix B for further detail). Based on these Project characteristics, the proposed Project would be deemed to have a less than significant impact on air quality under the SPAL guidelines (SJVAPCD, 2020). As such, the proposed Project is excluded from quantifying criteria pollutant emissions for CEQA purposes.

However, regardless of emission quantities, the SJVAPCD requires construction related mitigation in accordance with their rules and regulations. Implementation of the following mitigation measures in addition to compliance with all applicable measures from SJVAPCD Rule VIII would ensure that the Project would have a **less than significant** impact related to construction emissions.

MITIGATION MEASURE(S)

***Mitigation Measure AIR-1:** Prior to the commencement of grading activities, the contractor hired to complete the grading activities shall prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval. The Project applicant shall comply with all applicable APCD requirements prior to commencement of grading activities.*

***Mitigation Measure AIR-2:** The following mitigation measures, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the Project’s contractor during all phases of Project grading and construction to reduce fugitive dust emissions:*

- *Water previously disturbed exposed surfaces (soil) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Water all haul roads (unpaved) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Reduce speed on unpaved roads to less than 5 miles per hour.*
- *Reduce the amount of disturbed surface area at any one time pursuant to the scope of work identified in approved and permitted plans.*

- *Restrict vehicular access to the area to prevent unlawful entry to disturbed areas and limit unnecessary onsite construction traffic on disturbed surfaces. Restriction measures may include fencing or signage as determined appropriate by the City.*
- *Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).*
- *Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.*

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

Response d): Less than Significant. Sensitive receptors are those parts of the population that can be severely impacted by air pollution. Sensitive receptors include children, the elderly, and the infirm. The closest sensitive receptors are located immediately adjacent to the Project site, to the north and east (i.e. within approximately 50 feet of the Project site).

Implementation of the proposed Project would not expose these or other nearby sensitive receptors to substantial pollutant concentrations. Air emissions would be generated during the construction phase of the Project. The construction phase of the Project would be temporary and short-term, and the implementation of Mitigation Measures AIR-1, AIR-2, and AIR-3 would greatly reduce pollution concentrations generated during construction activities.

Operation of the proposed Project would result in emissions primarily from vehicle trips. As described under Response a) – c) above, the proposed Project would not generate significant concentrations of air emissions. Impacts to sensitive receptors would be negligible and this is a **less than significant** impact.

Response e): Less than Significant. Operation of the proposed Project would not generate notable odors. The proposed Project includes development of residential uses, which is compatible with the surrounding land uses. Occasional mild odors may be generated during landscaping maintenance (equipment exhaust), but the Project would not otherwise generate odors. Trash receptacles would be provided within the Project site. The receptacles would have lids in order to contain potential odor from trash and waste. This is a **less than significant** impact and no mitigation is required.

IV. BIOLOGICAL RESOURCES -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | X | | |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | | | | X |
| c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | | | X | |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | | | X | |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | | X | | |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | | X | | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant with Mitigation. A background search of special-status species within one mile of the Project site that are documented in the California Natural Diversity Database (CNDDDB) was completed. Figure 7 illustrates the special-status species records located within the nine-quadrangle radius of the Project site.

Special-status invertebrates that occur within the San Joaquin County region include: longhorn fairy shrimp, vernal pool fairy shrimp, and midvalley fairy shrimp, which requires vernal pools and swale areas within grasslands; and the valley elderberry longhorn beetle, which is an insect that is only associated with blue elderberry plants, oftentimes in riparian areas and sometimes on land in the vicinity of riparian areas. The Project site does not contain essential habitat for these special status invertebrates. Additionally, no CNDDDB records of the aforementioned special-status invertebrates exist within one-mile of the Project site. Implementation of the

proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Special-status reptiles and amphibians that occur within the region include the western pond turtle, which requires aquatic environments located along ponds, marshes, rivers, and ditches; the California tiger salamander, which is found in grassland habitats where there are nearby seasonal wetlands for breeding; the silvery legless lizard, which is found in sandy or loose loamy soils under sparse vegetation with high moisture content; San Joaquin whipsnake, which requires open, dry habitats with little or no tree cover with mammal burrows for refuge; the Alameda whipsnake, which is restricted to valley-foothill hardwood habitat on south-facing slopes; the California horned lizard, which occurs in a variety of habitats including, woodland, forest, riparian, and annual grasslands, usually in open sandy areas; the foothill yellow-legged frog, which occurs in partly shaded and shallow streams with rocky soils; the California red legged frog, which occurs in stream pools and ponds with riparian or emergent marsh vegetation; and the western spadefoot toad, which requires grassland habitats associated with vernal pools.

No CNDDDB records of the aforementioned special-status reptiles or amphibians exist within one-mile of the Project site. The Project site does not contain essential habitat for these special status reptiles and amphibians. Implementation of the proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Numerous special-status plant species are known to occur in the region. Many of these special status plant species require specialized habitats such as serpentine soils, rocky outcrops, slopes, vernal pools, marshes, swamps, riparian habitat, alkali soils, and chaparral, which are not present on the Project site. The Project site is located in an area that has been developed for over 70 years. Human settlement has involved a high frequency of ground disturbance associated with the urban activities in the city center, including the Project site.

CNDDDB records of two special-status plant species exist within one mile of the Project site: big tarplant and caper-fruited tropidocarpum. The Project site does not contain suitable habitat for special-status plant species, and these species are not expected to be present on the site due to ongoing site disturbance and current developed site conditions. Implementation of the proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Special-status birds that occur within the region include tricolored blackbird, Swainson's hawk, northern harrier, and bald eagle, which are associated with streams, rivers, lakes, wetlands, marshes, and other wet environments; loggerhead shrike, and burrowing owl, which lives in open areas, usually grasslands, with scattered trees and brush; and raptors that are present in varying habitats throughout the region.

Swainson's Hawk. The Swainson's hawk is threatened in California and is protected by the California Department of Fish and Wildlife (CDFW) and the Migratory Bird Treaty Act (MBTA). Additionally, Swainson's hawk foraging habitat is protected by the CDFW. Swainson's hawks forage in open grasslands and agricultural fields and commonly nest in solitary trees and riparian areas in close proximity to foraging habitat. The foraging range for Swainson's hawk is ten miles

from its nesting location. Although not of high quality, potentially suitable nesting habitat for this species occurs within the on-site trees along the sites boundaries. Fifteen of the existing 20 trees would be retained as part of the Project. It is noted, however, that the site and the surrounding developed areas do not provide foraging opportunities for local Swainson's hawks. The San Joaquin Council of Governments (SJCOG) administers the San Joaquin County Multi-Species Open Space and Conservation Plan (SJMSCP) for the region. The proposed Project would require coverage under the SJMSCP. SJCOG would apply incidental take minimization measures for the Project. As such, impacts to Swainson's hawk are **less than significant** with implementation of Mitigation Measure BIO-1.

Burrowing Owls. Burrowing owls are a California Species of Special Concern and are protected by the CDFW and the MBTA. Burrowing owls forage in open grasslands and shrublands and typically nest in old ground squirrel burrows. There are three documented occurrences of burrowing owls within one mile of the Project site. The Project site does not contain suitable habitat for burrowing owls. Due to the developed nature of the area, the Project site is not located near other lands that are currently undeveloped that offer foraging and roosting habitat for wintering or breeding owls. As such, impacts to burrowing owls are **less than significant**.

Tricolored Blackbird. Tricolored blackbirds are a California Species of Special Concern and are protected by the CDFW and the MBTA. Tricolored blackbirds nest in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields. Tricolored blackbird habitat must be large enough to support 50 pairs and likely requires water at or near the nesting colony. The Project site does not contain suitable habitat for tricolored blackbirds. As such, impacts to tricolored blackbirds are **less than significant**.

Participation in the SJMSCP is recommended for all new projects on previously undeveloped land in Tracy. Although the likelihood for the occurrence of any special status plant or wildlife species on the site is extremely low, the implementation of Mitigation Measure BIO-1 would ensure that special status plant or wildlife species are protected throughout the region. Impacts to special status plant or wildlife species would be reduced to a **less than significant** level with mitigation.

MITIGATION MEASURE(S)

Mitigation Measure BIO-1: *Prior to commencement of any grading activities, the Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through payment of development fees for conversion of open space lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. In addition, coverage includes incidental take avoidance and minimization measures for species that could be affected as a result of the proposed Project. There are a wide variety of incidental take avoidance and minimization measures contained in the SJMSCP that were developed in consultation with the USFWS, CDFW, and local agencies. The applicability of incidental takes avoidance and minimization measures are determined by SJCOG on a Project basis. The process of obtaining coverage for a Project includes incidental take authorization (permits) under the*

Endangered Species Act Section 10(a) and California Fish and Game Code Section 2081. The Section 10(a) permit also serves as a special-purpose permit for the incidental take of those species that are also protected under the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species. The SJMSCP includes the implementation of an ongoing Monitoring Plan to ensure success in mitigating the habitat impacts that are covered. The SJMSCP Monitoring Plan includes an Annual Report process, Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan SJCOG.

Responses b): No Impact. Riparian natural communities support woody vegetation found along rivers, creeks and streams. Riparian habitat can range from a dense thicket of shrubs to a closed canopy of large mature trees covered by vines. Riparian systems are considered one of the most important natural resources. While small in total area when compared to the state's size, they provide a special value for wildlife habitat.

Over 135 California bird species either completely depend upon riparian habitats or use them preferentially at some stage of their life history. Riparian habitat provides food, nesting habitat, cover, and migration corridors. Another 90 species of mammals, reptiles, invertebrates and amphibians depend on riparian habitat. Riparian habitat also provides riverbank protection, erosion control and improved water quality, as well as numerous recreational and aesthetic values.

There is no riparian habitat or other sensitive natural communities located on the Project site. As such, the proposed Project would have **no impact** on these resources, and no mitigation is required.

Response c): Less than Significant. A wetland is an area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Wetlands are defined by regulatory agencies as having special vegetation, soil, and hydrology characteristics. Hydrology, or water inundation, is a catalyst for the formation of wetlands. Frequent inundation and low oxygen causes chemical changes to the soil properties resulting in what is known as hydric soils. The prevalent vegetation in wetland communities consists of hydrophytic plants, which are adapted to areas that are frequently inundated with water. Hydrophytic plant species have the ability to grow, effectively compete, reproduce, and persist in low oxygen soil conditions.

Below is a list of wetlands that are found in the Tracy planning area:

- **Farmed Wetlands:** This category of wetlands includes areas that are currently in agricultural uses. This type of area occurs in the northern portion of the Tracy Planning Area.

- **Lakes, Ponds and Open Water:** This category of wetlands includes both natural and human-made water bodies such as that associated with working landscapes, municipal water facilities and canals, creeks and rivers.
- **Seasonal Wetlands:** This category of wetlands includes areas that typically fill with water during the wet winter months and then drain enough to become ideal plant habitats throughout the spring and summer. There are numerous seasonal wetlands throughout the Tracy Planning Area.
- **Tidal Salt Ponds and Brackish Marsh:** This category of wetlands includes areas affected by irregular tidal flooding with generally poor drainage and standing water. There are minimal occurrences along some of the larger river channels in the northern portion of the Tracy Planning Area.

There are no wetlands located on the Project site. Therefore, this is a **less than significant** impact and no mitigation is required.

Response d): Less than Significant. The CNDDDB record search did not reveal any documented wildlife corridors or nursery sites on or adjacent to the Project site. Furthermore, field surveys did not reveal any wildlife nursery sites on or adjacent to the Project site. Implementation of the proposed Project would have a **less than significant** impact. No mitigation is necessary.

Responses e), f): Less than Significant with mitigation. The Project site is located within the jurisdiction of the SJMSCP and is located within the Central/Southwest Transition Zone of the SJMSCP. The SJCOG prepared the Plan pursuant to a Memorandum of Understanding adopted by SJCOG, San Joaquin County, the United States Fish and Wildlife Service (USFWS), the CDFW, Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1978. On February 27, 2001, the Plan was unanimously adopted in its entirety by SJCOG. The City of Tracy adopted the Plan on November 6, 2001.

According to Chapter 1 of the SJMSCP, its key purpose is to “provide a strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region’s agricultural economy; preserving landowner property rights; providing for the long-term management of plant, fish and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act (ESA) or the California Endangered Species Act (CESA); providing and maintaining multiple use Open Spaces which contribute to the quality of life of the residents of San Joaquin County; and, accommodating a growing population while minimizing costs to project proponents and society at large.”

In addition, the goals and principles of the SJMSCP include the following:

- Provide a County-wide strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region’s agricultural economy.
- Preserve landowner property rights.

- Provide for the long-term management of plant, fish, and wildlife species, especially those that are currently listed, or may be listed in the future, under the ESA or the CESA.
- Provide and maintain multiple-use open spaces, which contribute to the quality of life of the residents of San Joaquin County.
- Accommodate a growing population while minimizing costs to project proponents and society at large.

In addition to providing compensation for conversion of open space to non-open space uses, which affect plant and animal species covered by the SJMSCP, the SJMSCP also provides some compensation to offset impacts of open space conversions on non-wildlife related resources such as recreation, agriculture, scenic values and other beneficial open space uses. Specifically, the SJMSCP compensates for conversions of open space to urban development and the expansion of existing urban boundaries, among other activities, for public and private activities throughout the County and within Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy.

Participation in the SJMSCP is voluntary for both local jurisdictions and project applicants. Only agencies adopting the SJMSCP would be covered by the SJMSCP. Individual project applicants have two options if their project is located in a jurisdiction participating in the SJMSCP: mitigating under the SJMSCP or negotiating directly with the state and/or federal permitting agencies. If a project applicant opts for SJMSCP coverage in a jurisdiction that is participating under the SJMSCP, the following options are available, unless their activities are otherwise exempted: pay the appropriate fee; dedicate, as conservation easements or fee title, habitat lands; purchase approved mitigation bank credits; or, propose an alternative mitigation plan.

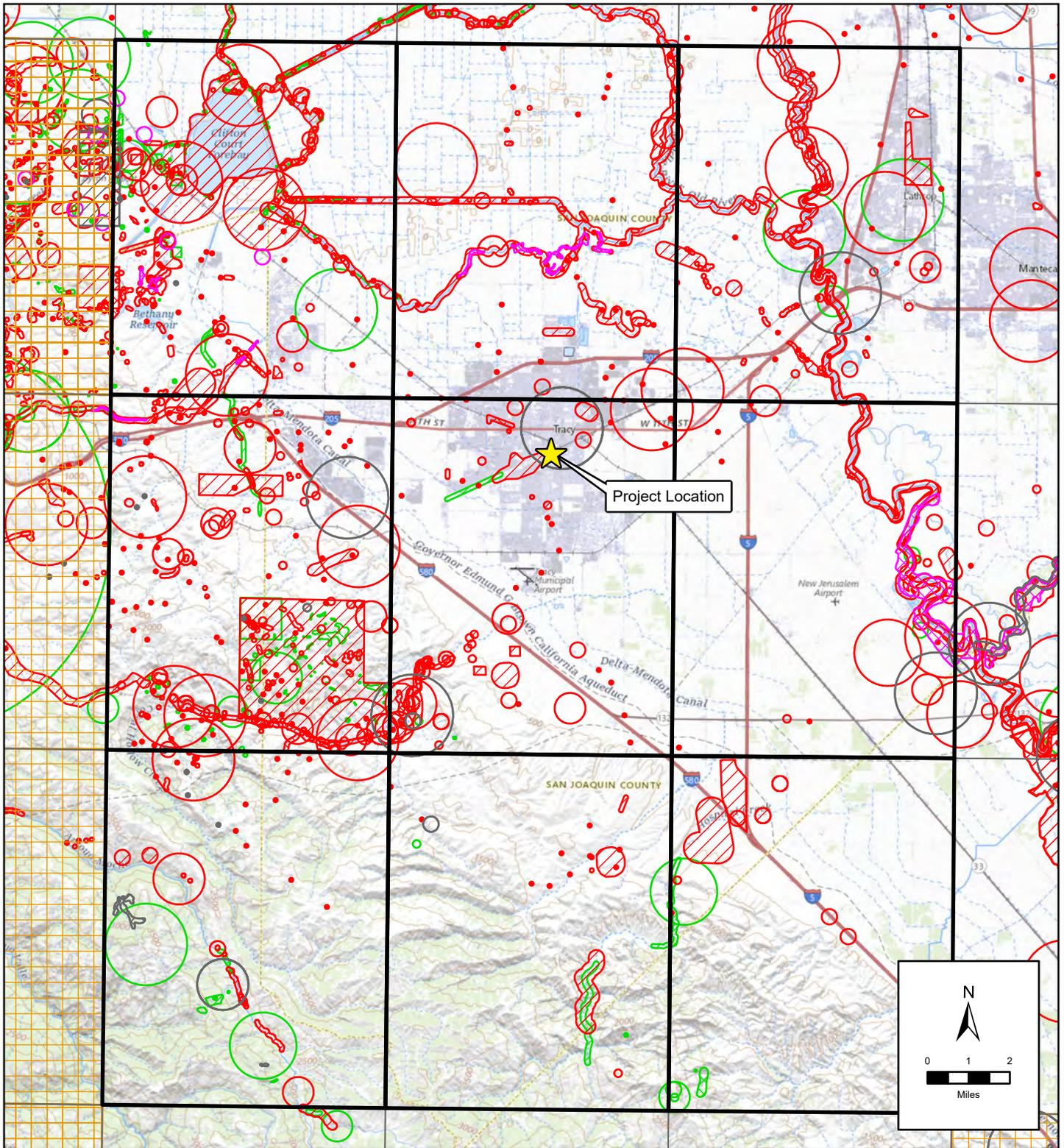
Responsibilities of permittees covered by the SJMSCP include collection of fees, maintenance of implementing ordinances/resolutions, conditioning permits (if applicable), and coordinating with the Joint Powers Authority (JPA) for Annual Report accounting. Funds collected for the SJMSCP are to be used for the following: acquiring Preserve lands, enhancing Preserve lands, monitoring and management of Preserve lands in perpetuity, and the administration of the SJMSCP. Because the primary goal of SJMSCP to preserve productive agricultural use that is compatible with SJMSCP's biological goals, most of the SJMSCP's Preserve lands would be acquired through the purchase of easements in which landowners retain ownership of the land and continue to farm the land. These functions are managed by San Joaquin Council of Governments.

As described under Response (a), the proposed Project is subject to participation in the SJMSCP by Mitigation Measure BIO-1. The City of Tracy and the Project applicant shall consult with SJCOG and determine coverage of the Project pursuant to the SJMSCP. Implementation of Mitigation Measure BIO-1 would ensure that the Project complies with the requirements of the SJMSCP, and would not conflict with any applicable habitat conservation plans. With the implementation of Mitigation Measure BIO-1, the Project would have a **less than significant** impact.

MITIGATION MEASURE(S)

Implement Mitigation Measure BIO-1

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LEGEND

| | | |
|----------------------|------------------------------|----------------------------------|
| Plant (80m) | Animal (specific) | Multiple (80m) |
| Plant (specific) | Animal (non-specific) | Multiple (specific) |
| Plant (non-specific) | Animal (circular) | Multiple (non-specific) |
| Plant (circular) | Terrestrial Comm. (specific) | Multiple (circular) |
| Animal (80m) | Terrestrial Comm. (circular) | Sensitive EO's (Commercial only) |

TRACY SENIOR LIVING PROJECT

Figure 7. CNDDDB 9-Quad Search

Sources: ArcGIS Online USGS Topo Map Service; CNDDDB version 3/1/2023. Note: the occurrences shown on this map represent the known locations of the species listed here as of the date of this version. There may be additional occurrences or additional species within this area which have not been surveyed and/or mapped. Lack of information in the CNDDDB about a species or an area can never be used as proof that no special status species occur in an area. Map date: July 13, 2023.

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V. CULTURAL RESOURCES -- WOULD THE PROJECT:

| <i>Would the project:</i> | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5? | | | X | |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | | X | | |
| c) Disturb any human remains, including those interred outside of formal cemeteries? | | X | | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. A Determination of Eligibility and Effect (DOEE) was prepared for the Project (Peak & Associates, Inc., 2023). The following is based on the DOEE.

Record Search

A record search was conducted for the current Project site and a 0.25-mile radius at the Central California Information Center of the California Historical Resources Information System on June 21, 2023 (Record Search File No.: 12573L; Appendix 2 of Appendix C). There are no resources reported to be located within the Project site, and two resources recorded within a ¼ mile radius—the South School (P-39-005009), and a historic district created in 1978, P-39-00598. The district is a list of older buildings, with no known status update of additions to the list and removals of buildings. No reports cover the Project area; three reports are known within the ¼-mile radius.

Historic Group Consultation

On June 20, 2023, Peak & Associates sent a letter to the Tracy Museum and West Side Pioneer Association asking about concerns for the existing building complex (Appendix 4 of Appendix C). No response has been received to date.

Field Assessment

A pedestrian survey of the Project site was completed by Peak & Associates on August 30, 2023. The survey area is a vintage residential complex, including seven buildings, now vacant and boarded up around a central courtyard. The buildings are multi-family units surrounding a park-like open area. Five of the buildings appear to be duplexes with the building in the northwest corner comprised of four units. The building at the center of the south side (#6) is a triplex. All the units have a fenced back patio with a concrete floor, storage shed and clothesline set up.

Although some architectural details vary between buildings, they all have components in common, including composition roofing, stucco exterior and replacement vinyl-framed windows. The existing shutters appear to be vinyl as well.

Overall architecture and design are consistent with construction around 1950. The buildings appear to have been maintained, but are in poor to fair condition. The open areas are covered with mown grass and occasional trees: ash, spruce, crepe myrtle, and other unidentified ornamental trees. Photographs were taken of each side of each building, showing variations in architecture, design, and style, along with similarities and current condition.

There is no evidence of prehistoric period cultural resources within the Project Site.

The Building Complex

The seven buildings in the survey area were all built by the Department of Housing and Urban Development (HUD) for low-income housing, and all were built in the same style with variations in detail. There are no other buildings in the district. The buildings are arranged around three margins of a rectangular area, with the west side open, and the inner square a landscaped plaza. Individual variations in the buildings are described on the primary records (Appendix 5 of Appendix C). Table CUL-1 summarizes the building types and conditions.

Table CUL-1: Apartment Units and Conditions

| <i>UNITS</i> | <i>FLOORS</i> | <i>TYPE</i> | <i>CONDITION</i> |
|------------------|---------------|-----------------------|-------------------------|
| 316 South Court | 2 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 314 South Court | 2 | 4 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 312 South Court | 2 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 310 South Court | 2 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 302 South Court | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 300 South Court | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 11 West Street | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 9 West Street | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 7 West Street | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 5 West Street | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 3 West Street | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 1 West Street | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 301 Mount Diablo | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 303 Mount Diablo | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 305 Mount Diablo | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 315 Mount Diablo | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 317 Mount Diablo | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Poor condition. |

SOURCE: PEAK & ASSOCIATES, INC., 2023.

The style of the buildings is, essentially, Contemporary. The mass of the buildings is an undecorated side-gabled block. The only departures are relatively elaborate entry treatments featuring gabled roofs with elements of Craftsman in the treatment of the gable ends. The buildings were a low-income housing development with seven multi-family units built at about the time, in the same style but differing in detail. They are to be demolished and replaced with modern very low-income housing as part of the proposed Project. The associated landscaping will also be destroyed as part of the Project.

Evaluation of Building Complex

Significance of cultural resources is measured against the National Register of Historic Places (NRHP) criteria for evaluation, but also the California Register of Historical Resources (CRHR) criteria.

Under Criterion A of the NRHP, the building complex must be “associated with events that have made a significant contribution to the broad patterns of our history.” The CRHR similarly asks for a resource to be associated with “events that have made a significant contribution to the broad patterns of California’s history.” The building complex is simply a product of the development of Tracy and the recognition of the need for low-income housing. No known important historical events occurred on the site. In conclusion, the building complex is not significant under Criterion A.

For a building complex to be eligible under NRHP or CRHR Criterion B, there must be an association with a person important in our past. The historical research has failed to identify any such figure associated with this property. In conclusion, the building complex is not associated with important people in local, California, or federal history, and the complex is not eligible under either the NRHP nor the CRHR Criterion B.

For a building complex to be eligible under NRHP Criterion C, the building complex must embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values to be eligible under Criterion C, with similar requirements for the CRHR. The buildings are in a Contemporary style, of great popularity from 1945 to 1965. The complex is not particularly innovative, architecturally distinctive, or rare in California. The complex is not eligible for the under NRHP nor the CRHR Criterion C.

Under Criterion D, a site can be eligible for yielding information important in prehistory or history. In that the site has been built on repeatedly over the years and was in an environmentally undesirable location away from a natural water source, there is no likelihood that cultural deposits are present. The Project area will not yield information important for research on the history or prehistory of the region. The building complex is not eligible for the NRHP or the CRHP under Criterion D.

Conclusion

As a result of the identification and evaluation efforts, an agency official can find that there are no historic properties present or there are historic properties present but the undertaking will have no effect upon them as defined in Section 800.16 (i). There were no historic properties recorded within the project area. With regard to Section 106 of the National Historic Preservation Act, it is recommended that the agency seek concurrence from the California SHPO with a finding of “no historic properties affected” per § 800.4(d) (1). In terms of CEQA, there are no important properties in the project area. This is a **less than significant** impact.

Response b): Less than Significant with Mitigation. A DOEE was prepared for the Project (Peak & Associates, Inc., 2023). The following is based on the DOEE.

The Project site was previously disturbed when the existing buildings were constructed in approximately 1951. There are no known archaeological resources that have been found or are known to exist on the site.

Nevertheless, with any surface inspection there is always a remote possibility that previous activities (both natural and cultural) have obscured prehistoric or historic period artifacts or habitation areas, leaving no surface evidence that would permit discovery of these cultural resources. If, during construction activities, unusual amounts of non-native stone (obsidian, fine-grained silicates, basalt), bone, shell, or prehistoric or historic period artifacts (purple glass, etc.) are observed, or if areas that contain dark-colored sediment that do not appear to have been created through natural processes are discovered, then work should cease in the immediate area of discovery and a professionally qualified archeologist should be contacted immediately for an on-site inspection of the discovery.

As with most projects in the region that involve ground-disturbing activities, there is the potential for discovery of previously unknown significant archeological resources. This is a potentially significant impact. Mitigation Measure CUL-1 would ensure that, should any historic artifacts, human remains or other indications of archaeological or paleontological resources be found on-site, the proper avoidance, evaluation, and notification would be conducted. With this mitigation measure, this impact would be **less than significant**.

MITIGATION MEASURE(S)

Mitigation Measure CUL-1: *If any prehistoric or historic artifacts, human remains or other indications of archaeological or paleontological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures.*

- *If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.*
- *If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.*

- *If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.*

Response c): Less than Significant with Mitigation. Indications suggest that humans have occupied San Joaquin County for over 10,000 years and it is not always possible to predict where human remains may occur outside of formal burials. Therefore, excavation and construction activities, regardless of depth, may yield human remains that may not be interred in marked, formal burials.

Under CEQA, human remains are protected under the definition of archaeological materials as being “any evidence of human activity.” Additionally, PRC §5097 has specific stop-work and notification procedures to follow in the event that human remains are inadvertently discovered during Project implementation.

While no human remains were found during field surveys of the Project site, implementation of the following mitigation measure would ensure that all construction activities which inadvertently discover human remains implement state-required consultation methods to determine the disposition and historical significance of any discovered human remains. Mitigation Measure CUL-1 would reduce this impact to a **less-than-significant** level.

MITIGATION MEASURE(S)

Implement Mitigation Measure CUL-1.

VI. ENERGY

| <i>Would the project:</i> | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | | | X | |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? | | | X | |

Responses to Checklist Questions

Responses a) and b): Appendix G of the State CEQA Guidelines requires consideration of the potentially significant energy implications of a project. CEQA requires mitigation measures to reduce “wasteful, inefficient and unnecessary” energy usage (Public Resources Code Section 21100, subdivision [b][3]). According to Appendix G of the CEQA Guidelines, the means to achieve the goal of conserving energy include decreasing overall energy consumption, decreasing reliance on natural gas and oil, and increasing reliance on renewable energy sources. In particular, the proposed Project would be considered “wasteful, inefficient, and unnecessary” if it were to violate state and federal energy standards and/or result in significant adverse impacts related to Project energy requirements, energy inefficiencies, energy intensiveness of materials, cause significant impacts on local and regional energy supplies or generate requirements for additional capacity, fail to comply with existing energy standards, otherwise result in significant adverse impacts on energy resources, or conflict or create an inconsistency with applicable plan, policy, or regulation.

The amount of energy used at the Project site would directly correlate to the energy consumption (including fuel) used by vehicle trips generated during Project construction, fuel used by off-road construction vehicles during construction, fuel used by vehicles during Project operation, and electricity and other energy usage during Project operation.

Electricity and Natural Gas

The CalEEMod modeling results for the proposed Project estimate annual operational electricity usage at approximately 727,104 kWh/year, and annual natural gas usage at 299,6750 kBTU/year (see Appendix A for further detail).

On-road Vehicles (Operation)

The proposed Project would generate vehicle trips (i.e. passenger vehicles for employees and heavy-duty trucks for hauling) during its operational phase. Requirements to limit the idling of vehicles and equipment would result in fuel savings. Similarly, compliance with applicable State laws and regulations would limit idling and a part of a comprehensive regulatory framework that is implemented by the CARB. A description of Project operational on-road mobile energy usage is provided below.

According to the Traffic Study prepared for the proposed Project (Kimley Horn, 2023), and as described in more detail in Section XVI. Transportation of this IS/MND, the proposed Project would generate 262 total daily vehicle trips. However, it should be noted that the existing land use is anticipated to already generate approximately 101 daily trips; when netting out daily trips, the proposed Project would generate approximately 161 daily vehicle trips. In order to calculate operational on-road vehicle energy usage, De Novo Planning Group used fleet mix data from the CalEEMod (v2022.1) output for the proposed Project, and Year 2024 gasoline and diesel MPG (miles per gallon) factors for individual vehicle classes as provided by EMFAC2021, to derive weighted average gasoline and diesel MPG factors for the vehicle fleet as a whole. Based on these calculations, as provided in Appendix B, upon full buildout, the proposed Project would generate operational vehicle trips that would use a total of approximately 164 gallons of gasoline per day, or 59,955 gallons of gasoline per year.²

The proposed Project's building would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Title 24 Energy Efficiency Standards for Nonresidential Buildings and Green Building Code Standards. These standards include minimum energy efficiency requirements related to building envelope, mechanical systems (e.g., heating, ventilation, and air conditioning [HVAC] and water heating systems), and indoor and outdoor lighting, are widely regarded as the some of the most advanced and stringent building energy efficiency standards in the country. Therefore, building energy consumption would not be considered wasteful, inefficient, or unnecessary.

Moreover, the proposed Project would be required to comply with transportation efficiency standards, as promulgated at the State and federal levels. Thus, transportation fuel consumption would not be wasteful, inefficient, or unnecessary.

On-road Vehicles (Construction)

The proposed Project would also generate on-road vehicle trips during Project construction (from construction workers and vendors travelling to and from the Project site). De Novo Planning Group estimated the vehicle fuel consumed during these trips based on the assumed construction schedule, vehicle trip lengths and number of workers per construction phase as provided by CalEEMod, and Year 2024 gasoline and diesel MPG factors provided by EMFAC2021 (year 2024 factors were used to represent a conservative analysis, as the energy efficiency of construction activities is anticipated to improve over time). For the sake of simplicity and to be conservative, it was assumed that all construction worker light duty passenger cars and truck trips use gasoline as a fuel source, and all medium and heavy-duty vendor trucks use diesel fuel. Table ENERGY-1, below, describes gasoline and diesel fuel consumed during each construction phase (in aggregate). As shown, the vast majority of on-road mobile vehicle fuel used during the construction of the proposed Project would occur during the building construction phase. See

² For the purposes of this calculation, all operational vehicles were assumed to use gasoline as a fuel source (for simplicity), since the vast majority of vehicles generated by the Project during operation would use gasoline.

Appendix A of this EIR for a detailed accounting of construction on-road vehicle fuel usage estimates.

Table ENERGY-1: Project On-Road Vehicles (Construction) Fuel Consumption

| CONSTRUCTION PHASE | # OF DAYS | TOTAL DAILY WORKER TRIPS(A) | TOTAL DAILY VENDOR TRIPS(A) | TOTAL HAULER WORKER TRIPS(A) | TOTAL GALLONS OF GASOLINE FUEL(B) | TOTAL GALLONS OF DIESEL FUEL(B) |
|------------------------|------------|-----------------------------|-----------------------------|------------------------------|-----------------------------------|---------------------------------|
| Demolition | 20 | 15 | 0 | 6 | 134 | 22 |
| Site Preparation | 10 | 18 | 0 | 0 | 78 | 0 |
| Grading | 20 | 15 | 0 | 0 | 134 | 0 |
| Building Construction | 230 | 79 | 12 | 0 | 8,128 | 2,909 |
| Paving | 20 | 15 | 0 | 0 | 134 | 0 |
| Architectural Coatings | 20 | 16 | 0 | 0 | 141 | 0 |
| Total | N/A | N/A | N/A | N/A | 8,749 | 2,931 |

NOTE: ^(A) PROVIDED BY CALEEMOD OUTPUT. ^(B) SEE APPENDIX A OF THIS EIR FOR FURTHER DETAIL

SOURCE: CALEEMOD (v.2022.1); EMFAC2021.

Off-road Equipment (Construction)

Off-road construction equipment would use diesel fuel during the construction phase of the proposed Project. A non-exhaustive list of off-road constructive equipment expected to be used during the construction phase of the proposed Project includes: forklifts, generator sets, tractors, excavators, and dozers. Fuel utilized from off-road equipment is anticipated to be approximately 21,504 MT CO₂e.

State laws and regulations would limit idling from both on-road and off-road diesel-powered equipment and are part of a comprehensive regulatory framework that is implemented by the CARB. Additionally, as a practical matter, it is reasonable to assume that the overall construction schedule and process would be designed to be as efficient as feasible in order to avoid excess monetary costs. For example, equipment and fuel are not typically used wastefully due to the added expense associated with renting the equipment, maintaining it, and fueling it. Therefore, the opportunities for further future efficiency gains during construction are limited. For the foregoing reasons, it is anticipated that the construction phase of the Project would not result in wasteful, inefficient, and unnecessary consumption of energy.

Conclusion

The proposed Project would be in compliance with all applicable federal, state, and local regulations regulating energy usage. For example, statewide measures, including those intended to improve the energy efficiency of the statewide passenger and heavy-duty truck vehicle fleet (e.g. the Pavley Bill and the Low Carbon Fuel Standard) are improving vehicle fuel economies, thereby conserving gasoline and diesel fuel. These energy savings would continue to accrue over time.

As a result, the proposed Project would not result in any significant adverse impacts related to Project energy requirements, energy use inefficiencies, and/or the energy intensiveness of materials by amount and fuel type for each stage of the proposed Project including construction, operations, maintenance, and/or removal. PG&E, the electricity and natural gas provider to the site, maintains sufficient capacity to serve the proposed Project. In addition, PG&E is on its way to achieving the statewide requirement of 60% of total energy mix generated by eligible renewables by year 2030. As of 2021, PG&E generated approximately 48% of its energy from eligible renewables (PG&E, 2019).³ The proposed Project would comply with all existing energy standards, including the statewide Title 24 Energy Efficiency Standards, and would not result in significant adverse impacts on energy resources. Therefore, the proposed Project would not result in potentially significant environmental impacts due to inefficient, wasteful, or unnecessary use of energy resources during construction and operation, nor conflict with or construct with a State or local plan for renewable energy or energy efficiency. This is a **less than significant** impact.

³ PG&E 2021 Power Mix. Website: https://www.pge.com/pge_global/common/pdfs/your-account/your-bill/understand-your-bill/bill-inserts/2022/1022-Power-Content-Label.pdf

VII. GEOLOGY AND SOILS -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | X | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | | | X | |
| ii) Strong seismic ground shaking? | | | X | |
| iii) Seismic-related ground failure, including liquefaction? | | X | | |
| iv) Landslides? | | | X | |
| b) Result in substantial soil erosion or the loss of topsoil? | | | X | |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | | X | | |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property? | | X | | |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | | | | X |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | | X | | |

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i), a.ii): Less than Significant. The Project site is located in an area of low to moderate seismicity. No known active faults cross the Project site, and the site is not located within an Alquist-Priolo Earthquake Fault Zone; however, relatively large earthquakes have historically occurred in the Bay Area and along the margins of the Central Valley. Many earthquakes of low magnitude occur every year in California. The nearest earthquake fault zoned as active by the State of California Geological Survey is the Greenville fault, located approximately 16 miles southwest of the site. Figure 8 shows nearby faults in relation to the Project site.

The Tracy area has a low-to-moderate seismic history. The largest recorded measurable magnitude earthquake in Tracy measured 3.9 on the Richter scale. The greatest potential for significant ground shaking in Tracy is believed to be from maximum credible earthquakes occurring on the Calaveras, Hayward, San Andreas, or Greenville faults. Further seismic activity can be expected to continue along the western margin of the Central Valley, and as with all projects in the area, the Project will be designed to accommodate strong earthquake ground shaking, in compliance with the applicable California building code standards.

Other faults capable of producing ground shaking at the site include the San Joaquin fault, 8.1 miles south; the Midway fault, 7.5 miles west; and the Corral Hollow-Carnegie fault, 10.4 miles west of the site. Any one of these faults could generate an earthquake capable of causing strong ground shaking at the subject site. Earthquakes of Moment Magnitude (M_w) 7 and larger have historically occurred in the region and numerous small magnitude earthquakes occur every year.

Since there are no known active faults crossing the Project site and the site is not located within an Earthquake Fault Special Study Zone, the potential for ground rupture at the site is considered low.

An earthquake of moderate to high magnitude generated within the San Francisco Bay Region and along the margins of the central valley could cause considerable ground shaking at the site, similar to that which has occurred in the past. In order to minimize potential damage to the proposed structures caused by groundshaking, all construction would comply with the latest California Building Code standards, as required by the City of Tracy Municipal Code 9.04.030.

Seismic design provisions of current building codes generally prescribe minimum lateral forces, applied statically to the structure, combined with the gravity forces of dead-and-live loads. The code-prescribed lateral forces are generally considered to be substantially smaller than the comparable forces that would be associated with a major earthquake. Therefore, structures should be able to: (1) resist minor earthquakes without damage, (2) resist moderate earthquakes without structural damage but with some nonstructural damage, and (3) resist major earthquakes without collapse but with some structural as well as nonstructural damage.

Implementation of the California Building Code standards, which include provisions for seismic building designs, would ensure that impacts associated with groundshaking would be **less than significant**. Building new structures for human use would increase the number of people exposed to local and regional seismic hazards. Seismic hazards are a significant risk for most property in California.

The Safety Element of the Tracy General Plan includes several goals, objectives and policies to reduce the risks to the community from earthquakes and other geologic hazards. In particular, the following policies would apply to the Project site:

SA-1.1, Policy P1: Underground utilities, particularly water and natural gas mains, shall be designed to withstand seismic forces.

SA-1.1, Policy P2: Geotechnical reports shall be required for development in areas where potentially serious geologic risks exist. These reports should address the degree of hazard, design parameters for the project based on the hazard, and appropriate mitigation measures.

SA-1.2, Policy P1: All construction in Tracy shall conform to the California Building Code and the Tracy Municipal Code including provisions addressing unreinforced masonry buildings.

The City reviews all proposed development projects for consistency with the General Plan policies and California Building Code provisions identified above. This review occurs throughout the project application review and processing stage, and throughout plan check and building inspection phases prior to the issuance of a certificate of occupancy.

Consistency with the requirements of the California Building Code and the Tracy General Plan policies identified above would ensure that impacts on humans associated with seismic hazards would be **less than significant**. No mitigation is required.

Responses a.iii), c), d): Less than Significant with Mitigation. Liquefaction normally occurs when sites underlain by saturated, loose to medium dense, granular soils are subjected to relatively high ground shaking. During an earthquake, ground shaking may cause certain types of soil deposits to lose shear strength, resulting in ground settlement, oscillation, loss of bearing capacity, landsliding, and the buoyant rise of buried structures. The majority of liquefaction hazards are associated with sandy soils, silty soils of low plasticity, and some gravelly soils. Cohesive soils are generally not considered to be susceptible to liquefaction. In general, liquefaction hazards are most severe within the upper 50 feet of the surface, except where slope faces or deep foundations are present.

Expansive soils are those that undergo volume changes as moisture content fluctuates; swelling substantially when wet or shrinking when dry. Soil expansion can damage structures by cracking foundations, causing settlement and distorting structural elements. Expansion is a typical characteristic of clay-type soils. Expansive soils shrink and swell in volume during changes in moisture content, such as a result of seasonal rain events, and can cause damage to foundations, concrete slabs, roadway improvements, and pavement sections.

Soil expansion is dependent on many factors. The more clayey, critically expansive surface soil and fill materials will be subjected to volume changes during seasonal fluctuations in moisture content. Figure 9 shows the soils within the Project site, and Figure 10 shows the shrink-swell potential of the soils within the site. The soils encountered at the site consist of capay-urban land complex, zero percent slopes. The capay-urban land complex series consists of deep, moderately well drained soils derived from clayey alluvium derived from sedimentary rock. Therefore, the potential for liquefaction to occur at the Project site is considered low. However, as shown in Figure 10, the of capay-urban land complex soil type has a very high risk of soil expansion. Implementation of Mitigation Measures GEO-1 and GEO-2 below would bring this impact to **less than significant**.

MITIGATION MEASURE(S)

Mitigation Measure GEO-1: *Prior to the development of the Project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities. The results of the subsurface geotechnical investigation shall be reflected on the Improvements Plans, subject to review and approval by the City's Building Safety and Fire Prevention Division.*

Mitigation Measure GEO-2: *Expansive materials and potentially weak and compressible fills at the site shall be evaluated by a Geotechnical Engineer during the grading plan stage of development. If highly expansive or compressible materials are encountered, special foundation designs and reinforcement, removal and replacement with soil with low to non-expansive characteristics, compaction strategies, or soil treatment options to lower the expansion potential shall be incorporated through requirements imposed by the City's Development Services Department.*

Responses a.iv): Less than Significant. The Project site is flat and there are no major slopes in the vicinity of the Project site. According to the City's General Plan EIR, the landslide risk in Tracy is low in most areas. In the wider Tracy Planning Area, some limited potential for risk exists for grading and construction activities in the foothills and mountain terrain of the upland areas in the southwest. The potential for small scale slope failures along river banks also exists. The Project site is not located in the foothills, mountain terrain, or along a river bank. Additionally, the Project site is essentially flat. The Project site is not in an area known to have landslide susceptibility. As such, the Project site is exposed to little or no risk associated with landslides. This is a **less than significant** impact and no mitigation is required.

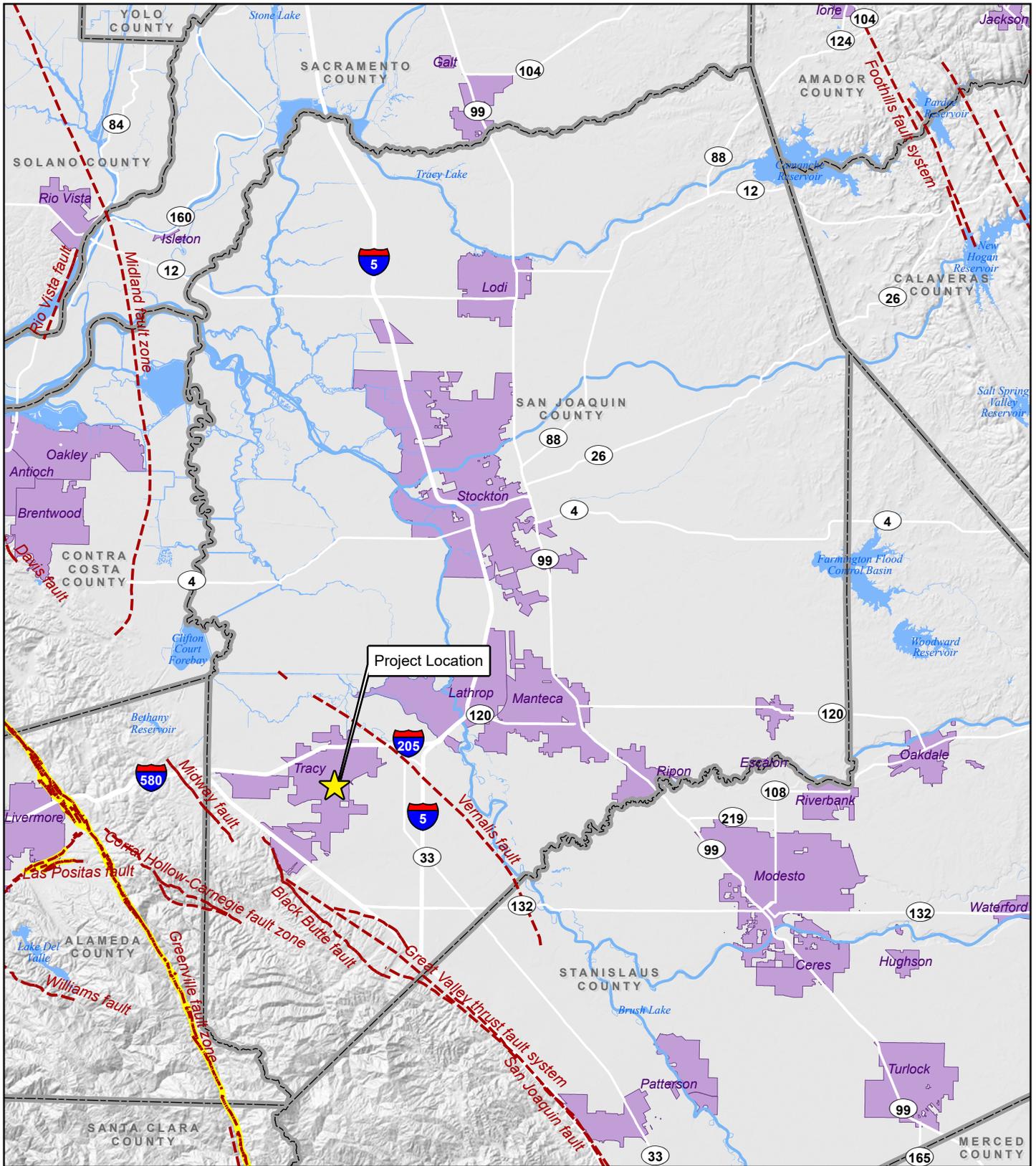
Response b): Less than Significant. During the construction preparation process, existing vegetation would be removed to grade and compact the Project site, as necessary. As construction occurs, these exposed surfaces could be susceptible to erosion from wind and water. Effects from erosion include impacts on water quality and air quality. Exposed soils that are not properly contained or capped increase the potential for increased airborne dust and increased discharge of sediment and other pollutants into nearby stormwater drainage facilities. Risks associated with erosive surface soils can be reduced by using appropriate controls during construction and properly re-vegetating exposed areas. The SJVAPCD's Rule 8021 requires the implementation of various dust control measures during site preparation and construction activities that would reduce the potential for soil erosion and the loss of topsoil. Additionally, the Project would be required to implement various best management practices (BMPs) and a SWPPP that would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction activities. Compliance with these existing regulations would ensure these impacts are **less than significant**.

Response e): No Impact. The Project site would be served by public wastewater facilities and does not require an alternative wastewater system such as septic tanks. Implementation of the proposed Project would have **no impact** on this environmental issue.

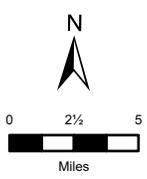
Response f): Less than Significant with Mitigation. The Project site is not expected to contain subsurface paleontological resources, although it is possible. Damage to or destruction of a paleontological resource would be considered a potentially significant impact under local, state, or federal criteria. Implementation of the following mitigation measure would ensure steps would be taken to reduce impacts to paleontological resources in the event that they are discovered during construction. This would ensure that any potentially significant impacts would be reduced to a **less than significant** level regarding this topic.

MITIGATION MEASURE(S)

***Mitigation Measure GEO-3:** If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Tracy or San Joaquin County shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where they could be curated and displayed for public education purposes.*



- LEGEND**
- Incorporated Area
 - County Boundary
 - Quaternary Fault
 - Alquist Priolo Fault Zone

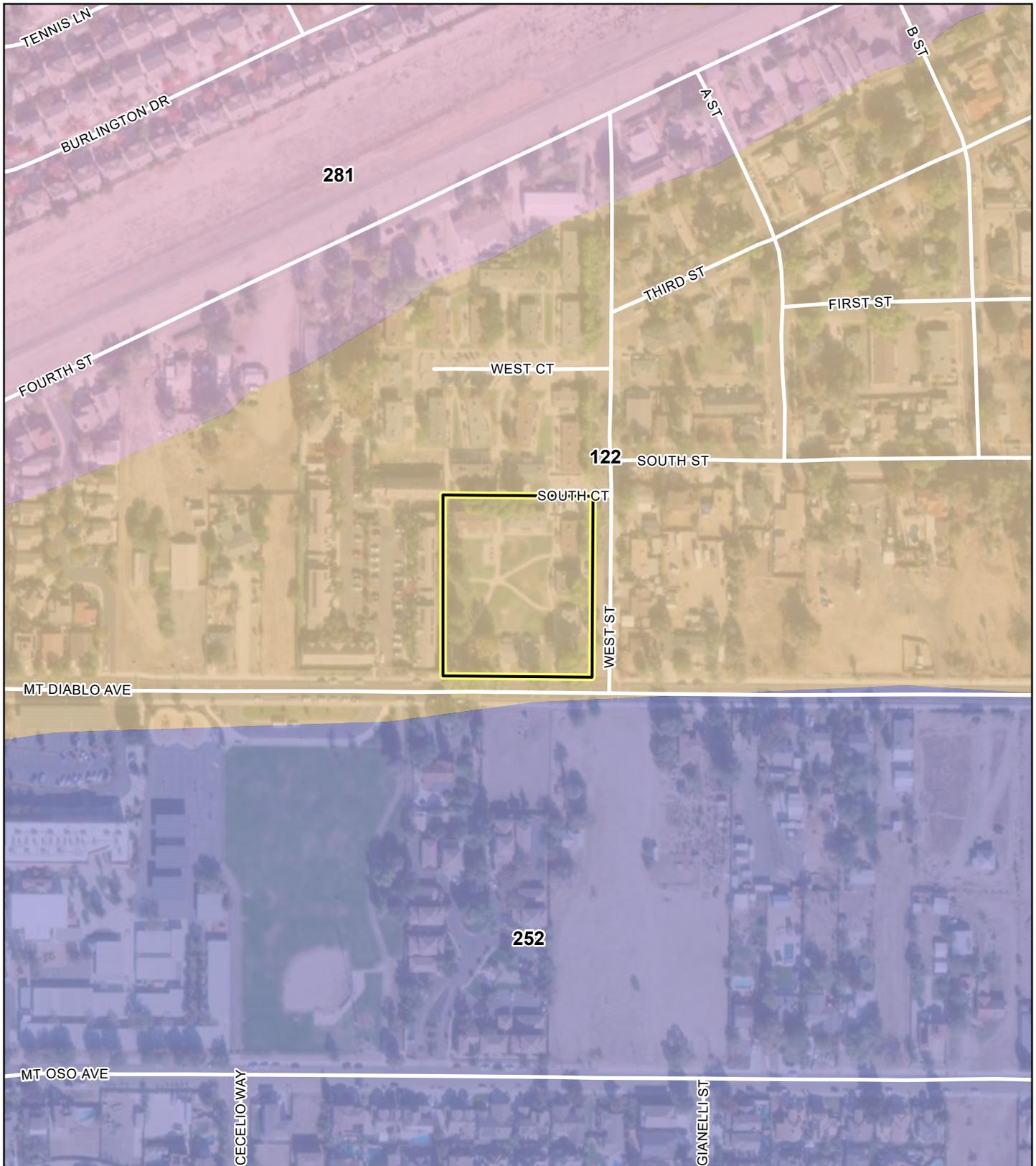


TRACY SENIOR LIVING PROJECT

Figure 8. Earthquake Faults

Sources: USGS, California State GeoPortal; San Joaquin County GIS. Map date: July 13, 2023.

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LEGEND



Project Site

Soil Types



122 - Capay-Urban land complex, 0 percent slopes

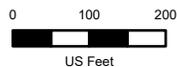


252 - Stomar clay loam, 0 to 2 percent slopes



281 - Zacharias clay loam, 0 to 2 percent slopes

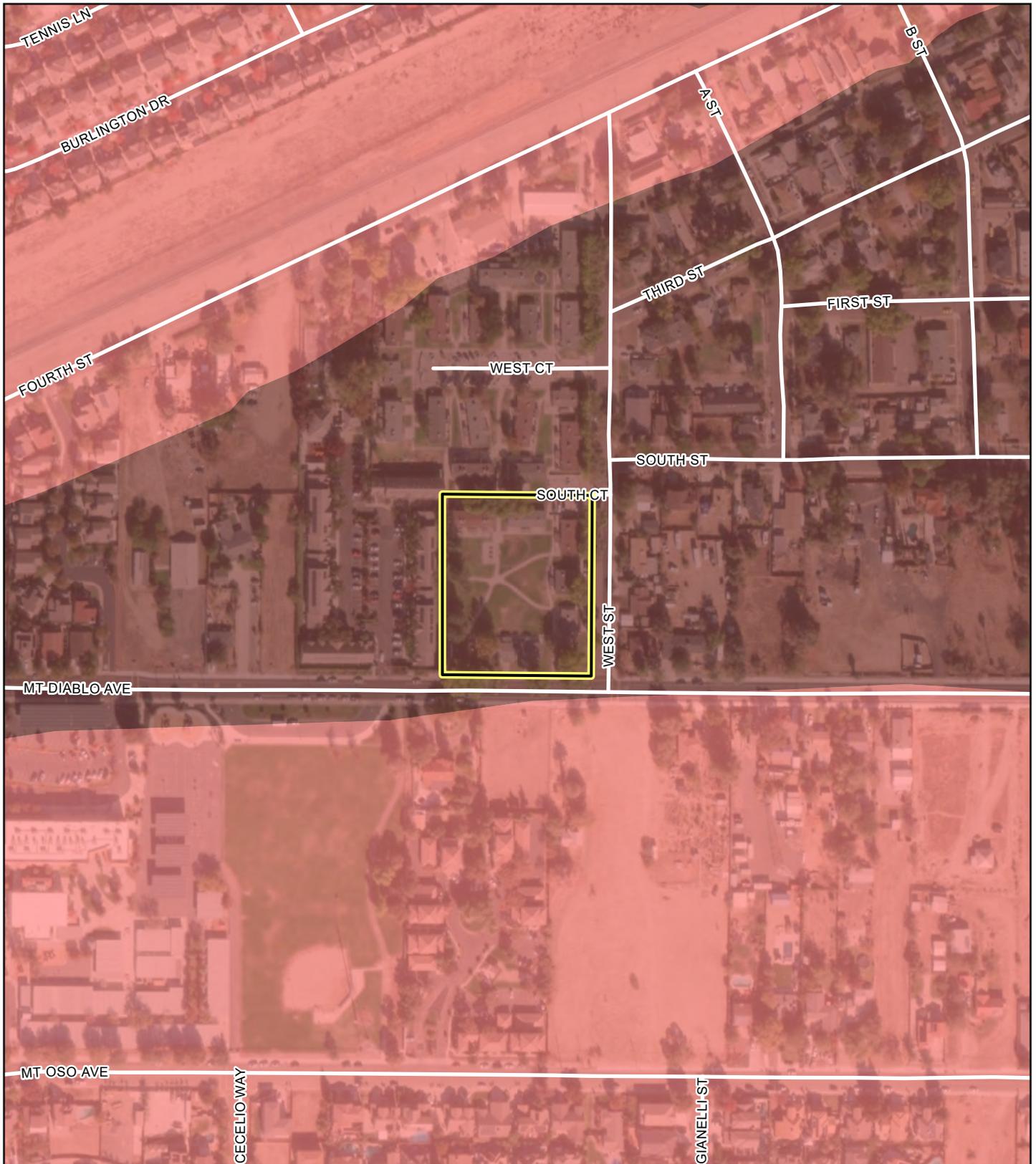
Sources: Natural Resources Conservation Service Soil Survey. Map date: July 13, 2023.



TRACY SENIOR LIVING PROJECT

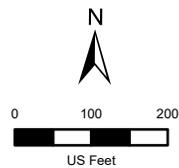
Figure 9. Soil Map

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LEGEND

- Project Site
- Moderate
- Very High



TRACY SENIOR LIVING PROJECT

Figure 10. Shrink-Swell Potential

Sources: Natural Resources Conservation Service Soil Survey. Map date: July 13, 2023.

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VIII. GREENHOUSE GAS EMISSIONS -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | | | X | |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses? | | | X | |

BACKGROUND

Various gases in the Earth’s atmosphere, classified as atmospheric GHGs, play a critical role in determining the Earth’s surface temperature. Solar radiation enters Earth’s atmosphere from space, and a portion of the radiation is absorbed by the Earth’s surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring greenhouse gases include water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and ozone. Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct GHGs CO₂, CH₄, and N₂O occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2019, concentrations of these three GHGs have increased globally by 47, 156, and 23 percent, respectively (IPCC, 2023).

GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are cCO₂) CH₄, ozone, water vapor, N₂), and chlorofluorocarbons (CFCs).

Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. In California, the transportation sector is the largest emitter of GHGs, followed by the industrial and electricity generation sectors (California Air Resources Board, 2023).

As the name implies, global climate change is a global problem. GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants, which are pollutants of regional and local concern, respectively. California produced 369 million gross metric tons of carbon dioxide equivalents (MMTCO₂e) in 2020 (California Air Resources Board, 2023).

CO₂equivalents are a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect.

This potential, known as the global warming potential of a GHG, is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. Expressing GHG emissions in CO₂ equivalents takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

Consumption of fossil fuels in the transportation sector was the single largest source of California’s GHG emissions in 2020, accounting for 38 percent of total GHG emissions in the state. This category was followed by the industrial sector (23 percent), the electricity generation sector (including both in-state and out-of-state sources) (16 percent), the agriculture and forestry sector (nine percent), the residential energy consumption sector (eight percent), and the commercial energy consumption sector (six percent) (California Air Resources Board, 2023).

RESPONSES TO CHECKLIST QUESTIONS

Response a) and b): Less than Significant. Existing science is inadequate to support quantification of impacts that project specific GHG emissions have on global climatic change. This is readily understood when one considers that global climatic change is the result of the sum total of GHG emissions, both man-made and natural that occurred in the past; that is occurring now; and will occur in the future. The effects of project specific GHG emissions are cumulative, and unless reduced or mitigated, their incremental contribution to global climatic change could be considered significant.

The SJVAPCD’s Guidance for Assessing and Mitigating Air Quality Impacts (SJVAPCD, 2015) provides an approach to assessing a project’s impacts on greenhouse gas emissions by evaluating the project’s emissions to the “reduction targets” established in the CARB’s AB 32 Scoping Plan. For instance, the SJVAPCD’s guidance recommends that projects should demonstrate that “*project specific GHG emissions would be reduced or mitigated by at least 29%, compared to Business as Usual (BAU), including GHG emission reductions achieved since the 2002-2004 baseline period, consistent with GHG emission reduction targets established in ARB’s AB 32 Scoping Plan. Projects achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less than significant individual and cumulative impact for GHG.*”

Subsequent to the SJVAPCD’s approval of the *Final Draft Guidance for Assessing and Mitigating Air Quality Impacts* (SJVAPCD 2015), the California Supreme Court issued an opinion that affects the conclusions that should/should not be drawn from a GHG emissions analysis that is based on consistency with the AB 32 Scoping Plan. More specifically, in *Center for Biological Diversity v. California Department of Fish and Wildlife*, the Court ruled that showing a “project-level reduction” that meets or exceeds the Scoping Plan’s overall statewide GHG reduction goal is not necessarily sufficient to show that the project’s GHG impacts will be adequately mitigated: “*the Scoping Plan nowhere related that statewide level of reduction effort to the percentage of reduction that would or should be required from individual projects...*” According to the Court, the lead agency cannot simply assume that the overall level of effort required to achieve the statewide goal for emissions reductions will suffice for a specific project.

Given this Court decision, reliance on a 29 percent GHG emissions reduction from projected BAU levels compared to the project’s estimated 2020 levels as recommended in the SJVAPCD’s

guidance documents is not an appropriate basis for an impact conclusion in the MND. Given that the SJVAPCD staff has concluded that “*existing science is inadequate to support quantification of impacts that project specific GHG emissions have on global climatic change,*” this MND instead relies on consistency with the local reduction strategies contained within the latest version of the CARB’s Scoping Plan policies, and the policies contained within the SJCOG’s 2022 RTP/SCS.

The approach still relies on the Appendix G of the CEQA Guidelines thresholds which indicate that climate change-related impacts are considered significant if implementation of the proposed Project would do any of the following:

1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

These two CEQA Appendix G threshold questions are provided within the Initial Study checklist and are the thresholds used for the subsequent analysis. The focus of the analysis is on the Project’s consistency with the 2022 Scoping Plan policies and the policies contained within the SJCOG’s 2022 RTP/SCS.

Project Greenhouse Gas Emissions

The proposed Project would generate GHGs during the construction and operational phases of the proposed Project. The primary source of construction-related GHGs from the proposed Project would result from emissions of CO₂ associated with the construction of the proposed Project, and worker vehicle trips. The proposed Project would require demolition, limited grading, and would also include site preparation, building construction, architectural coating, and paving phases. Sources of GHGs during Project operation would include CO₂ associated with operational vehicle trips and on-site energy usage (e.g. electricity). Other sources of GHG emissions would be minimal.

Table GHG-1 provides the estimated GHG emissions that would be generated during Project construction and operation.

Table GHG-1: Project Mitigated Construction and Operational GHG Emissions (metric tons/year)

| YEAR | CO ₂ E |
|---------------------|-------------------|
| Construction | |
| Maximum Annual | 152 |
| Operation | |
| Annual | 730 |

SOURCE: CAL EEMOD, v.2022.1

Project Consistency with the 2022 Scoping Plan Policies

Table GHG-2, below provides a consistency analysis of the relevant 2022 Scoping Plan Policies in comparison to the proposed Project. The 2030 goal was codified under SB 32 and is addressed by the 2022 Scoping Plan. The new plan provides a strategy that is capable of reaching the SB 32

target if the measures included in the plan are implemented and achieve reductions within the ranges expected. Under the Scoping Plan Update, local government plays a supporting role through its land use authority and control over local transportation infrastructure. SB 375 and AB 32 is implemented with the SJCOG RTP/SCS. The RTP/SCS envisions an increase in development density that would encourage fewer and shorter trips and more trips by transit, walking, and bicycling in amounts sufficient to achieve the SB 375 targets. The 2022 Scoping Plan Update includes the strategy that the State intends to pursue to achieve the 2030 targets of Executive Order S-3-05 and SB 32.

TABLE GHG-2: PROJECT CONSISTENCY WITH THE 2022 SCOPING PLAN

| SCOPING PLAN MEASURE | PROJECT CONSISTENCY |
|--|--|
| <p>SCAQMD Rule 445 (Wood Burning Devices): Restricts the installation of wood-burning devices in new development.</p> | <p><u>Mandatory Compliance.</u> Approximately 15 percent of California’s major anthropogenic sources of black carbon include fireplaces and woodstoves. The Project would not include hearths (woodstove and fireplaces) as mandated by this rule.</p> |
| <p>California Renewables Portfolio Standard, Senate Bill 350 (SB 350) and Senate Bill 100 (SB 100): Increases the proportion of electricity from renewable sources to 33 percent renewable power by 2020. SB 350 requires 50 percent by 2030. SB 100 requires 44 percent by 2024, 52 percent by 2027, and 60 percent by 2030. It also requires the State Energy Resources Conservation and Development Commission to double the energy efficiency savings in electricity and natural gas final end uses of retail customers through energy efficiency and conservation.</p> | <p><u>No Conflict.</u> The Project would utilize electricity provided by Pacific Gas & Electric (PG&E), which is required to meet the 2020, 2030, 2045, and 2050 performance standards. In 2021, 48 percent of PG&E’s electricity came from renewable resources.¹ By 2030 PG&E plans to achieve over 60 percent carbon-free energy.</p> |
| <p>All Electric Appliances for New Residential and Commercial Buildings (AB 197): All electric appliances beginning 2026 (residential) and 2029 (commercial), contributing to 6 million heat pumps installed statewide by 2030.</p> | <p><u>Mandatory Compliance.</u> Project-specific plans would be required to demonstrate that only all electric appliances would be installed for residential land uses starting in 2026, and for commercial uses starting in 2029, consistent with this requirement.</p> |
| <p>California Code of Regulations, Title 24, Building Standards Code: Requires compliance with energy efficiency standards for residential and nonresidential buildings.</p> | <p><u>Mandatory Compliance.</u> Future development associated with Project implementation would be required to meet the applicable requirements of the 2022 Title 24 Building Energy Efficiency Standards, including installation of rooftop solar panels and additional CALGreen requirements (see discussion under CALGreen Code requirements below).</p> |
| <p>California Green Building Standards (CALGreen) Code Requirements: All bathroom exhaust fans are required to be ENERGY STAR compliant.</p> | <p><u>Mandatory Compliance.</u> Project-specific construction plans would be required to demonstrate that energy efficiency appliances, including bathroom exhaust fans, and equipment are ENERGY STAR compliant.</p> |

| SCOPING PLAN MEASURE | PROJECT CONSISTENCY |
|--|--|
| <p>California Green Building Standards (CALGreen) Code Requirements: HVAC system designs are required to meet American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards.</p> | <p><u>Mandatory Compliance.</u> Project-specific construction plans would be required to demonstrate that the HVAC system meets the ASHRAE standards.</p> |
| <p>California Green Building Standards (CALGreen) Code Requirements: Air filtration systems are required to meet a minimum efficiency reporting value (MERV) 8 or higher.</p> | <p><u>Mandatory Compliance.</u> Specific development projects would be required to install air filtration systems (MERV 8 or higher) as part of its compliance with the 2022 Title 24 Building Energy Efficiency Standards.</p> |
| <p>California Green Building Standards (CALGreen) Code Requirements: Refrigerants used in newly installed HVAC systems shall not contain any chlorofluorocarbons.</p> | <p><u>Mandatory Compliance.</u> Specific development projects would be required to meet this requirement as part of its compliance with the CALGreen Code.</p> |
| <p>California Green Building Standards (CALGreen) Code Requirements: Parking spaces shall be designed for carpool or alternative fueled vehicles. Up to eight percent of total parking spaces is required for such vehicles.</p> | <p><u>Mandatory Compliance.</u> Specific development projects would be required to meet this requirement as part of its compliance the CALGreen Code.</p> |
| <p>Mobile Source Strategy (Cleaner Technology and Fuels): Reduce GHGs and other pollutants from the transportation sector through transition to zero-emission and low-emission vehicles, cleaner transit systems, and reduction of vehicle miles traveled.</p> | <p><u>Consistent.</u> The Project would be consistent with this strategy by supporting the use of zero-emission and low-emission vehicles; refer to CALGreen Code discussion above.</p> |
| <p>Senate Bill (SB) 375: SB 375 establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions. Under SB 375, CARB is required, in consultation with the State’s Metropolitan Planning Organizations, to set regional GHG reduction targets for the passenger vehicle and light-duty truck sector for 2020 and 2035.</p> | <p><u>Consistent.</u> As demonstrated in Table GHG-3, the Project would comply with the San Joaquin Council of Governments (SJCOG) 2022 RTP/SCS, and therefore, the Project would be consistent with SB 375.</p> |
| <p>CCR, Title 24, Building Standards Code: Title 24 includes water efficiency requirements for new residential and non- residential uses.</p> | <p><u>Mandatory Compliance.</u> Refer to the discussion under 2022 Title 24 Building Standards Code and CALGreen Code, above.</p> |
| <p>Water Conservation Act of 2009 (Senate Bill X7-7): The Water Conservation Act of 2009 sets an overall goal of reducing per capita urban water use by 20 percent by December 31, 2020. Each urban retail water supplier shall develop water use targets to meet this goal. This is an implementing measure of the Water Sector of the AB 32 Scoping Plan. Reduction in water consumption directly reduces the energy necessary and the associated emissions to convene, treat, and distribute the water; it also reduces emissions from wastewater treatment.</p> | <p><u>Consistent.</u> Refer to the discussion under 2022 Title 24 Building Standards Code and CALGreen Code, above.</p> |

| SCOPING PLAN MEASURE | PROJECT CONSISTENCY |
|---|--|
| <p>California Integrated Waste Management Act (IWMA) of 1989 and Assembly Bill (AB) 341: The IWMA mandates that State agencies develop and implement an integrated waste management plan which outlines the steps to divert at least 50 percent of solid waste from disposal facilities. AB 341 directs the California Department of Resources Recycling and Recovery (CalRecycle) to develop and adopt regulations for mandatory commercial recycling and sets a Statewide goal for 75 percent disposal reduction by the year 2020.</p> | <p>Mandatory Compliance. The Project would be required to comply with AB 341 which requires multifamily residential dwelling of five units or more to arrange for recycling services. This would reduce the overall amount of solid waste disposed of at landfills. The decrease in solid waste would in return decrease the amount of methane released from decomposing solid waste.</p> |

¹PG&E 2021 POWER MIX. WEBSITE: [HTTPS://WWW.PGE.COM/PGE_GLOBAL/COMMON/PDFS/YOUR-ACCOUNT/YOUR-BILL/UNDERSTAND-YOUR-BILL/BILL-INSERTS/2022/1022-POWER-CONTENT-LABEL.PDF](https://www.pge.com/pge_global/common/pdfs/your-account/your-bill/understand-your-bill/bill-inserts/2022/1022-power-content-label.pdf)

SOURCE: CALIFORNIA AIR RESOURCES BOARD. 2022. FINAL 2022 SCOPING PLAN FOR ACHIEVING CARBON NEUTRALITY. WEBSITE: [HTTPS://WW2.ARB.CA.GOV/SITES/DEFAULT/FILES/2022-12/2022-SP.PDF](https://ww2.arb.ca.gov/sites/default/files/2022-12/2022-sp.pdf)

Project Consistency with SJCOG's RTP/SCS

The proposed Project is analyzed for consistency with the strategies contained in the latest adopted SJCOG RTP/SCS (i.e. SJCOG's 2022 RTP/SCS). With the passage of SB 375 in 2008, metropolitan planning organizations were required to develop an SCS, which must demonstrate an ambitious, yet achievable, approach to how land use development and transportation can work together to meet greenhouse gas emission reduction targets for cars and light trucks. These targets, set by the California Air Resources Board, call for the region to reduce per capita emissions. Table GHG-3 below provides this consistency analysis.

TABLE GHG-3: PROJECT CONSISTENCY WITH THE SJCOG'S 2022 RTP/SCS

| RTP/SCS POLICY | PROJECT CONSISTENCY |
|---|---|
| <p>Policy 1: Enhance the Environment for Existing and Future Generations and Conserve Energy</p> | <p>Consistent. The proposed Project would meet the requirements of Title 24 for energy efficient design.</p> |
| <p>Policy 2: Maximize Mobility and Accessibility</p> | <p>Consistent. The proposed Project is compatible to the surrounding area. The proposed Project's location would be easily accessible from the surrounding area.</p> |
| <p>Policy 3: Increase Safety and Security</p> | <p>Consistent. The proposed Project is along W. Mt. Diablo Avenue, in a safe and accessible location.</p> |
| <p>Policy 4: Preserve the Efficiency of the Existing Transportation System</p> | <p>Consistent. The proposed Project would not reduce the efficiency of existing transportation system, as it is located in area already planned for development.</p> |
| <p>Policy 5: Support Economic Vitality</p> | <p>Consistent. The proposed Project supports the implementation of transportation improvements adjacent to the Project site (since the Project would pay its fair share of traffic improvements).</p> |
| <p>Policy 6: Promote Interagency Coordination and Public Participation for Transportation Decision-Making and Planning Efforts</p> | <p>Not Applicable. The proposed Project is not a transportation Project.</p> |
| <p>Policy 7: Maximize Cost-Effectiveness</p> | <p>Consistent. The proposed Project is located in an area that has been planned for in the City's General Plan for residential uses such as the proposed Project. Moreover, the proposed Project utilizes an existing transportation corridor.</p> |
| <p>Policy 8: Improve the Quality of Life for Residents</p> | <p>Consistent. The proposed Project implements a residential Project in an area that has been planned for in the General Plan for residential</p> |

| <i>RTP/SCS POLICY</i> | <i>PROJECT CONSISTENCY</i> |
|-----------------------|--|
| | land uses. Therefore, the proposed Project avoids being sited in an area that would be highly sensitive to the physical environmental impacts associated with the proposed Project, thereby maintaining quality of life for residents in the City of Tracy and the region. |

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG). 2022. 2022 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY (RTP/SCS). AUGUST 5, 2022. WEBSITE: [HTTPS://WWW.SJCOG.ORG/608/ADOPTED-2022-RTPSCS-PLAN](https://www.sjco.org/608/ADOPTED-2022-RTPSCS-PLAN). ACCESSED MARCH 21, 2023.

Conclusion

Overall, the proposed Project would be consistent with the policies within the CARB’s 2022 Scoping Plan and the SJCOG’s latest RTP/SCS. Therefore, the proposed Project would not generate a significant cumulative impact to GHGs. The proposed Project would not generate GHG emissions that would have a significant impact on the environment or conflict with any applicable plans, policies, or regulations. Therefore, impacts related to greenhouse gases are **less than significant**.

IX. HAZARDS AND HAZARDOUS MATERIALS -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | | X | | |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | | X | | |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | | | | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | | | X | |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | | | | X |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | | | X | |
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant with Mitigation. The proposed Project would place residential uses in an area of the City that currently contains residential uses. The proposed residential land uses do not routinely transport, use, or dispose of hazardous materials, or present a reasonably foreseeable release of hazardous materials, with the exception of common hazardous materials such as household cleaners, paint, etc. The operational phase of the proposed Project does not pose a significant hazard to the public or the environment.

Development of the Project would involve the demolition of the on-site structures, which were originally constructed in approximately 1951. Given the age of the structures, it is likely that asbestos containing building materials and lead-based paints were used in the construction and/or maintenance of the on-site structures. As such, the potential still exists for construction workers to be exposed to these hazardous materials. Pursuant to federal (National Emission

Standards for Hazardous Air Pollutants [NESHAP]) and state (8 CCR 1529) regulations, all suspect asbestos-containing materials would either be presumed to contain asbestos or adequate rebuttal sampling would be conducted by an accredited building inspector prior to demolition. Demolition contractors would be required to follow applicable regulations and guidelines set forth by federal and state regulations. Prior to demolition and/or renovation of structures within the Project site, asbestos-containing building material and lead-based paint surveys should be conducted, as required by Mitigation Measure HAZ-1. If hazardous materials are determined to be present at concentrations exceeding applicable ESLs, appropriate remediation would need to be implemented in coordination with the San Joaquin County Environmental Health Department (EHD).

Onsite reconnaissance and historical records indicate that there are no known underground storage tanks or pipelines located on the Project site that contain hazardous materials. Therefore, the disturbance of such items during construction activities is unlikely. Construction equipment and materials would likely require the use of petroleum-based products (oil, gasoline, diesel fuel), and a variety of common chemicals including paints, cleaners, and solvents. Transportation, storage, use, and disposal of hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. Compliance would ensure that human health and the environment are not exposed to hazardous materials. Therefore, the proposed Project would have a **less than significant** impact relative to this issue.

MITIGATION MEASURE(S)

***Mitigation Measure HAZ-1:** Prior to any demolition of the existing structures within the Project site, surveys shall be conducted for the presence of lead-based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk. If concentrations of hazardous materials are determined to exceed applicable ESL thresholds, appropriate on-site remediation shall be conducted in coordination with the San Joaquin County EHD. Removal, demolition and disposal of any of the above-mentioned chemicals shall be conducted in compliance with California and other local environmental regulations and policies, including but not limited to the NESHAP and Cal-OSHA requirements.*

Response c): No Impact. The Project site is located within ¼ mile of an existing school. A park and ballfield area on the South/West Park Elementary School campus is located approximately 0.02 miles southwest of the Project site. Although a school is located within ¼ miles of the Project site, the residential Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. Therefore, **no impact** would occur as a result of the proposed Project.

Response d): Less than Significant. According to the California Department of Toxic Substances Control (DTSC) there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup Sites on, or in the near vicinity of the Project site. The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5. Therefore, implementation of the proposed Project would result in a **less than significant** impact relative to this environmental topic.

Response e): No Impact. The Project is not located within the airport land use plan area for any airport, including for the Tracy Municipal Airport, which is located approximately 2.7 miles south of the Project site. Therefore, implementation of the proposed Project would have **no impact** relative to this topic.

Response f): Less than Significant. The Project site currently connects to an existing network of City streets. Implementation of the proposed Project would not result in any substantial modifications to the existing roadway system and would not interfere with potential evacuation or response routes used by emergency response teams. The proposed Project would also not interfere with any emergency response plan or emergency evaluation plan. As shown on Figure 4, site access would be provided by two proposed driveways: one along W. Mount Diablo Avenue and one along West Street. A north-south drive aisle would be provided along the western boundary of the site. This drive aisle would connect to the West Street driveway via a east-west roadway in the center of the site. This is a **less than significant** impact.

Response g): Less than Significant. The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point. The County has areas with an abundance of flashy fuels (i.e. grassland) in the foothill areas of the County.

The Project would not result in development of structures or housing which would subject residents, visitors, or workers to long-term wildfire danger. The site is not located within an area where wildland fires occur. The site is surrounded by developed land uses. The site is bound by multi-family residential uses to the north, West Street and single-family residential uses to the east, West Mt. Diablo Avenue, vacant undeveloped land, and single-family residential uses to the south, and multi-family uses to the west. Therefore, impacts from Project implementation would be considered **less than significant** relative to this topic.

X. HYDROLOGY AND WATER QUALITY -- WOULD THE PROJECT:

| <i>Would the project:</i> | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? | | | X | |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | | | X | |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: | | | X | |
| (i) Result in substantial erosion or siltation on- or off-site; | | | X | |
| (ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; | | | X | |
| (iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | | | X | |
| (iv) Impede or redirect flood flows? | | | X | |
| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? | | | X | |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Responses a): Less than Significant. The proposed Project does not contain any drainage connectivity to Waters of the US. In order to accommodate stormwater runoff as a result of the Project, stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the apartment buildings. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. BMPs will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment planters and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes

stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

In order to ensure that stormwater runoff from the Project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure during construction, the application of BMPs to effectively reduce pollutants from stormwater leaving the site during construction of the Project are required. As noted in the Project description, a SWPPP would be required to be approved prior to construction activities pursuant to the Clean Water Act.

Through compliance with the NPDES permit requirements, and compliance with the SWPPP, the proposed Project would not result in a violation of any water quality standards or waste discharge requirements. Therefore, through compliance with the NPDES, and SWPPP requirements, the proposed Project would result in a **less than significant** impact relative to this topic.

Responses b): Less than Significant. The proposed Project would not result in the construction of new groundwater wells, nor would it increase existing levels of groundwater pumping. The proposed Project would be served by the City's municipal water system. The City of Tracy uses several water sources, including the US Bureau of Reclamation, the South County Water Supply Project (SCWSP), and groundwater. As described in greater detail in the Utilities Section of this document, the City has adequate water supplies to serve the proposed Project without increasing the current rate of groundwater extraction.

Groundwater recharge occurs primarily through percolation of surface waters through the soil and into the groundwater basin. The addition of significant areas of impervious surfaces (such as roads, parking lots, buildings, etc.) can interfere with this natural groundwater recharge process. Upon full Project buildout, most of the Project site would be covered in impervious surfaces, which would limit the potential for groundwater percolation to occur on the Project site. However, given the relatively large size of the groundwater basin in the Tracy area, the areas of impervious surfaces added as a result of Project implementation will not adversely affect the recharge capabilities of the local groundwater basin. The proposed Project would result in **less than significant** impacts related to depletion of groundwater supplies and interference with groundwater recharge. No mitigation is required.

Responses c.i)-c.iv): Less than Significant. The proposed Project would not alter a stream or river. The implementation of the proposed Project would result in additional impervious surfaces. As a standard practice, the City requires post-Project runoff to be equal to or less than pre-Project runoff, which would ensure that the proposed Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Additionally, the Project is subject to the requirements of Chapter 11.34 of the Tracy Municipal Code – Stormwater Management and Discharge Control. The purpose of this Chapter is to *“Protect and promote the health, safety and general welfare of the citizens of the City by controlling*

non-stormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from spills, dumping, or disposal of materials other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable.”

This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 USC Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and NPDES Permit No. CAS000004, as such permit is amended and/or renewed.

New projects in the City of Tracy are required to provide site-specific storm drainage solutions and improvements that are consistent with the overall storm drainage infrastructure approach presented in the 2012 City of Tracy Citywide Storm Drainage Master Plan. Prior to approval of the improvement plans, a detailed storm drainage infrastructure plan shall be coordinated with the City of Tracy Development Services Department and Utilities Department for review and approval. The proposed Project's storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the Project site to the existing stormwater conveyance system and demonstrate that the proposed Project would not result in on- or off-site flooding impacts.

In order to ensure that stormwater runoff from the Project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, or otherwise degrade water quality, a SWPPP would be required. The SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site, which would ensure that stormwater runoff does not adversely increase pollutant levels and would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction and operational phases of the Project.

As noted previously, in order to accommodate stormwater runoff as a result of the Project, stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the apartment buildings. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. BMPs will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment planters and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

As noted above, the City requires post-Project runoff to be equal to or less than pre-Project runoff, which would ensure that the proposed Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Overall, impacts from Project implementation would be reduced to a **less than significant** level relative to this topic.

Response d): Less than Significant. The Project site is not within a 100-year or 200-year flood zone as delineated by FEMA. Additionally, the Project site is not within a tsunami or seiche zone. Further, the Project site is not within a dam inundation area. Development of the proposed Project would not place housing or structures in a flood hazard area. As a result, the proposed Project would have a **less than significant** impact relative to this topic.

Response e): Less than Significant. The Water Quality Control Plan for the Central Valley Region and the 2014 Eastern San Joaquin Integrated Water Resources Master Plan (IRWMP) are the two guiding documents for water quality and sustainable groundwater management in the Project area. Consistency with the two plans is discussed below.

Water Quality Control Plan for the Central Valley Region

The Water Quality Control Plan for the Central Valley Region (Basin Plan) includes a summary of beneficial water uses, water quality objectives needed to protect the identified beneficial uses, and implementation measures. The Basin Plan establishes water quality standards for all the ground and surface waters of the region. The RWQCB regulates waste discharges to minimize and control their effects on the quality of the region's ground and surface water. Permits are issued under a number of programs and authorities. The terms and conditions of these discharge permits are enforced through a variety of technical, administrative, and legal means. Water quality problems in the region are listed in the Basin Plan, along with the causes, where known.

As discussed above, impacts related to water quality during construction and operation would be less than significant with implementation of the proposed storm water drainage improvements and the Project-specific SWPPP. The long-term operations of the proposed Project would not result in long-term impacts to surface water quality from urban stormwater runoff.

2014 Eastern San Joaquin IRWMP

The 2014 Eastern San Joaquin IRWMP defines and integrates key water management strategies to establish protocols and courses of action to implement the Eastern San Joaquin Integrated Conjunctive Use Program. The 2014 Eastern San Joaquin IRWMP is an update and expansion of the 2007 IRWMP prepared for the Eastern San Joaquin Region. There has been significant progress toward implementing the goal of improving the sustainability and reliability of water supplies in the Region, but the process is ongoing and as yet incomplete. The IWRMP does not include requirements for individual projects, such as the proposed Project. Instead, the IWRMP outlines projects to be carried out which achieve regional goals, such as reduced water demand, improved efficiency, improved water quality, and improved flood management.

As discussed previously, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. The proposed Project would result in a slight increase in impervious surfaces compared to the existing developed condition that could slightly reduce rainwater infiltration and groundwater recharge. Rainwater which falls on the new impervious surfaces would flow to the adjacent stormwater facilities. Additionally, the proposed Project would not interfere with groundwater recharge.

Conclusion

Overall, implementation of the proposed Project would have a **less than significant** impact related to conflicts with the Basin Plan and the Groundwater Management Plan.

XI. LAND USE AND PLANNING -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Physically divide an established community? | | | | X |
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Responses a): No Impact. The Project site is surrounded by residential land uses. The Project would be consistent and compatible with the surrounding land uses. The Project would not physically divide any established community. Therefore, there is **no impact**.

Responses b): Less than Significant. The Project site is currently designated RM by the City of Tracy General Plan Land Use Designations Map and is zoned MDR. The Project would require a General Plan Amendment to change the designation from RM to RH. The Project would also require a rezone from MDR to HDR.

The key planning documents that are directly related to, or that establish a framework within which the proposed Project must be consistent, include:

- City of Tracy General Plan
- City of Tracy Zoning Ordinance

The characteristic housing for the existing RM designation includes small lot single-family detached homes, duplexes, triplexes, fourplexes, townhouses, apartments and includes condominiums as an ownership type. Densities in the Residential Medium designation are from 5.9 to 12 dwelling units per gross acre.

The characteristic housing for the proposed RH designation includes triplexes, fourplexes, townhouses, apartments, and includes condominiums as an ownership type. Densities in the RH designation are from 12.1 to 25 units per gross acre. The Project proposes to develop 110 units on the 1.94-acre site, resulting in a density of 56.7 units per acre. The proposed use and density are consistent with the proposed RH land use designation and density bonus allowed by AB 2334.

The City of Tracy Zoning Ordinance (Municipal Code Title 10) provides the following designation relevant to the proposed Project:

- The HDR Zone classification is designed to provide for apartments, multiple-family dwellings, dwelling groups, and supporting uses and to be utilized in appropriate locations within the areas designated high-medium density residential with a density range of 12 to 25 dwelling units per gross acre by the General Plan. The proposed use and density are consistent with the proposed HDR Zone and density bonus from AB 2334.

The proposed use on the Project site is consistent with the purpose of the General Plan designation of RH. It is also noted that the City's Municipal Code allows for increased residential densities for projects which provide very-low income units. The Project is consistent with the City's Code requirements. Approval of the requested General Plan Amendment (from RM to RH) would be required to ensure that the proposed Project is consistent with the Tracy General Plan. Approval of the proposed General Plan Amendment would ensure that this is a **less than significant** impact, and no mitigation is required.

XII. MINERAL RESOURCES -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | | | | X |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | | | | X |

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): No Impact. As described in the Tracy General Plan EIR, the main mineral resources found in San Joaquin County, and the Tracy Planning Area, are sand and gravel (aggregate), which are primarily used for construction materials such as asphalt and concrete. According to the California Geological Survey (CGS) evaluation of the quality and quantity of these resources, the most marketable aggregate materials in San Joaquin County are found in three main areas:

- In the Corral Hollow alluvial fan deposits south of Tracy
- Along the channel and floodplain deposits of the Mokelumne River
- Along the San Joaquin River near Lathrop

Figure 4.8-1 of the General Plan EIR identifies Mineral Resource Zones (MRZs) throughout the Tracy Planning Area. The Project site is located within an area designated as MRZ-1. The MRZ-1 designation applies to areas where adequate information indicates that no significant mineral deposits are present, or where there is little likelihood for their presence. There are no substantial aggregate materials located within the Project site. Therefore, the Project would not result in the loss of availability of a known mineral resource. There is **no impact**.

XIII. NOISE

| Would the project result in: | Potentially Significant Impact | Less Than Significant with Mitigation Incorporation | Less Than Significant Impact | No Impact |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | X | | |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | | | X | |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |

KEY NOISE TERMS

Acoustics The science of sound.

Ambient Noise The distinctive acoustical characteristics of a given area consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.

Attenuation The reduction of noise.

A-Weighting A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.

Decibel or dB Fundamental unit of sound, defined as ten times the logarithm of the ratio of the sound pressure squared over the reference pressure squared.

CNEL Community noise equivalent level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.

Frequency The measure of the rapidity of alterations of a periodic acoustic signal, expressed in cycles per second or Hertz.

Impulsive Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

L_{dn} Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.

| | |
|------------------------|---|
| L_{eq} | Equivalent or energy-averaged sound level. This section provides a general description of the existing noise sources in the project vicinity, a discussion of the regulatory setting, and identifies potential noise impacts associated with the proposed project. project impacts are evaluated relative to applicable noise level criteria and to the existing ambient noise environment. |
| L_{max} | The highest root-mean-square (RMS) sound level measured over a given period of time. |
| L_(n) | The sound level exceeded a described percentile over a measurement period. For instance, an hourly L ₅₀ is the sound level exceeded 50 percent of the time during the one hour period. |
| Loudness | A subjective term for the sensation of the magnitude of sound. |
| Noise | Unwanted sound. |
| SEL | Sound exposure levels. A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy into a one-second event. |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant with Mitigation. The following analysis is based on the Environmental Noise Assessment prepared by Saxelby Acoustics for the proposed Project on August 2, 2023 (see Appendix D).

Summary of Applicable Noise Level Criteria

The proposed Project includes development of transient lodging and is subject to the City of Tracy hotel noise level standards.

Table NOISE-1 shows the City of Tracy Land Use Compatibility Chart. The table indicates that development of residential uses is “Normally Acceptable” where the ambient noise level is 65 dBA L_{dn} or less. Ambient levels exceeding 60 dB L_{dn} shall be analyzed following protocols in Appendix Chapter 12, Section 1208A, Sound Transmission Control, California Building Code. Construction where the ambient noise level exceeds 70 dBA L_{dn} is considered “Unacceptable.” Construction may occur where noise levels range from 60 dBA L_{dn} to 70 dBA L_{dn} if noise reduction measures are implemented to ensure interior and exterior spaces are protected from excessive noise. Policy P5 establishes an acceptable interior noise level of 45 dBA L_{dn}.

Table NOISE-1: Effects of Vibration on People and Buildings

| LAND USE CATEGORY | EXTERIOR NOISE EXPOSURE (LDN) | | | | | |
|--|---|-----|----|----|----|----|
| | 55 | 60 | 65 | 70 | 75 | 80 |
| Single-Family Residential | | | | | | |
| Multi-Family Residential, Hotels, and Motels | | (a) | | | | |
| Outdoor Sports and Recreation, Neighborhood Parks and Playgrounds | | | | | | |
| Schools, Libraries, Museums, Hospitals, Personal Care, Meeting Halls, Churches | | | | | | |
| Office Buildings, Business Commercial, and Professional | | | | | | |
| Auditoriums, Concert Halls, Amphitheaters | | | | | | |
| | NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements. | | | | | |
| | CONDITIONALLY ACCEPTABLE Specified land use may be permitted only after detailed analysis of the noise reduction requirements and the needed noise insulation features included in the design. | | | | | |
| | UNACCEPTABLE New construction or development should generally not be undertaken because mitigation is usually not feasible to comply with noise element policies. | | | | | |

(A) RESIDENTIAL DEVELOPMENT SITES EXPOSED TO NOISE LEVELS EXCEEDING 60 LDN SHALL BE ANALYZED FOLLOWING PROTOCOLS IN APPENDIX CHAPTER 12, SECTION 1208A, SOUND TRANSMISSION CONTROL, CALIFORNIA BUILDING CODE. SOURCE: CITY OF TRACY GENERAL PLAN.

Table NOISE-2 shows the noise level standard of a one-hour average sound level permitted at any point on or beyond the boundaries of the property. The table indicates the proposed Project shall not produce non-transportation noise levels of 55 dBA L_{eq} at adjacent noise sensitive receptors.

Table NOISE-2: General Sound Level Limits at Base District Zone

| BASE DISTRICT ZONE | SOUND LEVEL LIMITS (DECIBELS) |
|--|-------------------------------|
| 1. Residential Districts RE (Residential Estate) LDR (Low Density) MDR/MDC (Medium Density) HDR (High Density) RMH (Mobile Home) | 55 |
| 2. Commercial Districts MO (Medical Office) POM (Professional Office and Medical) NS (Neighborhood Shopping) CBD (Central Business District) GHC (General Highway) H-s (Highway Service) | 65 |
| 3. Industrial Districts M-1 (Light Industrial) M-2 (Heavy Industrial) | 75 |

| <i>BASE DISTRICT ZONE</i> | <i>SOUND LEVEL LIMITS (DECIBELS)</i> |
|---------------------------------------|--------------------------------------|
| 4. A (Agricultural) | 75 |
| 5. AMO Aggregate Mineral Overlay Zone | 75 |

SOURCE: CITY OF TRACY MUNICIPAL CODE.

Existing Noise Receptors

Some land uses are considered more sensitive to noise than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Sensitive noise receptors may also include threatened or endangered noise sensitive biological species, although many jurisdictions have not adopted noise standards for wildlife areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise.

Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved. In the vicinity of the Project site, sensitive land uses include existing single-family residential uses to the north and west of the Project site, multi-family residential uses to the east of the Project site, and the South/West Park Elementary School south of the Project site.

Existing General Ambient Noise Levels

The existing noise environment in the Project area is primarily defined by traffic on West Mount Diablo Avenue and operations from Union Pacific Railroad. To quantify the existing ambient noise environment in the Project vicinity, Saxelby Acoustics conducted a continuous (24-hr.) noise level measurement at one location on the Project site. The noise measurement location is shown on Figure 11. A summary of the noise level measurement survey results is provided in Table NOISE-3. Appendix B of Appendix D contains the complete results of the noise monitoring.

Table NOISE-3: Summary of Existing Background Noise Measurement Data

| <i>LOCATION</i> | <i>DATE</i> | <i>L_{DN}</i> | <i>DAYTIME L_{EQ}</i> | <i>DAYTIME L₅₀</i> | <i>DAYTIME L_{MAX}</i> | <i>NIGHTTIME L_{EQ}</i> | <i>NIGHTTIME L₅₀</i> | <i>NIGHTTIME L_{MAX}</i> |
|---|-------------|-----------------------|-----------------------------------|-----------------------------------|------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| LT-1: 40 ft. to centerline of W Mount Diablo Ave. | 6/7/2023 | 58 | 54 | 51 | 68 | 51 | 42 | 68 |
| | 6/8/2023 | 56 | 55 | 52 | 68 | 48 | 43 | 70 |
| | 6/9/2023 | 51 | 51 | 48 | 68 | 41 | 39 | 63 |

SOURCE: SAXELBY ACOUSTICS, 2023.

The sound level meters were programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted L_{max} , represents the highest noise level measured. The average value, denoted L_{eq} , represents the energy average of all the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50} , represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) model 820 precision integrating sound level meters were used for the ambient noise level measurement survey. The meters were calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

Future Traffic Noise Environment at Off-Site Receptors

Off-Site Traffic Noise Impact Assessment Methodology

To assess noise impacts due to Project-related traffic increases on the local roadway network, traffic noise levels are predicted at sensitive receptors for existing and future, project and no-project conditions.

Existing and Cumulative noise levels due to traffic are calculated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The model is based upon the Calveno reference noise factors for automobiles, medium trucks and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site.

The FHWA model was developed to predict hourly Leq values for free-flowing traffic conditions. To predict traffic noise levels in terms of L_{dn} , it is necessary to adjust the input volume to account for the day/night distribution of traffic.

Project trip generation volumes were provided by the Project traffic engineer (Kimley Horn 2023), truck usage and vehicle speeds on the local area roadways were estimated from field observations. Existing and Cumulative traffic volumes for West Mount Diablo were obtained from the City of Tracy City Roadway & Transportation Master Plan 2022. The predicted increases in traffic noise levels on the local roadway network for Existing and Cumulative conditions which would result from the Project are provided in terms of L_{dn} .

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each Project-area roadway segment. In some locations sensitive receptors may not receive full shielding from noise barriers or may be located at distances which vary from the assumed calculation distance.

Tables NOISE-4 and NOISE-5 summarize the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. Appendix C of Appendix D provides the complete inputs and results of the FHWA traffic modeling.

Based upon the Tables NOISE-4 and NOISE-5 data, the proposed Project is predicted to result in an increase in a maximum traffic noise level increase of 0.6 dBA.

Table NOISE-4: Predicted Traffic Noise Level and Projected-Related Traffic Noise Level Increases

| ROADWAY | SEGMENT | PREDICTED EXTERIOR NOISE LEVEL (DBA LDN) AT CLOSEST SENSITIVE RECEPTORS | | |
|----------------------|------------------------|---|--------------------|--------|
| | | EXISTING NO PROJECT | EXISTING + PROJECT | CHANGE |
| West Mt. Diablo Ave. | East of S. Tracy Blvd. | 51.1 | 51.7 | 0.6 |

SOURCE: SAXELBY ACOUSTICS, 2023.

Table NOISE-5: Background Traffic Noise Level and Projected-Related Traffic Noise Level Increases

| ROADWAY | SEGMENT | PREDICTED EXTERIOR NOISE LEVEL (DBA LDN) AT CLOSEST SENSITIVE RECEPTORS | | |
|----------------------|------------------------|---|----------------------|--------|
| | | BACKGROUND NO PROJECT | BACKGROUND + PROJECT | CHANGE |
| West Mt. Diablo Ave. | East of S. Tracy Blvd. | 53.7 | 54.0 | 0.3 |

SOURCE: SAXELBY ACOUSTICS, 2023.

Evaluation of Project Operational Noise on Existing Sensitive Receptors

Project site traffic circulation and residential HVAC noise are the primary noise sources for this Project. The data used is based upon a combination of manufacturer's provided data and Saxelby Acoustics data from similar operations.

On-Site Circulation

The Project is projected to generate 161 daily trips with 11 trips in the morning peak hour (Kimley Horn). Saxelby Acoustics assumed that 1-2 of these trips could be heavy trucks to account for deliveries and trash collection. Parking lot movements are predicted to generate a sound exposure level (SEL) of 71 dBA SEL at 50 feet for passenger vehicles and 85 dBA SEL at 50 feet for trucks. Nighttime traffic outside of the AM or PM peak hour is estimated to be approximately 1/4 of daytime trips during nighttime hours (10:00 p.m. to 7:00 a.m.). Saxelby Acoustics data.

Traffic Noise Increases at Off-Site Receptors

The FICON guidelines specify criteria to determine the significance of traffic noise impacts. Where existing traffic noise levels are greater than 65 dB Ldn, a +1.5 dB Ldn increase in roadway noise levels will be considered significant. According to Tables NOISE-4 and NOISE-5, the maximum increase in traffic noise at the nearest sensitive receptor is predicted to be 0.6 dBA. Therefore, impacts resulting from increased traffic noise would be considered **less-than-significant**, and no mitigation is required.

Operational Noise at Existing Sensitive Receptors

The analysis for noise associated with the HVAC assumes a single three-ton HVAC unit for each residential unit. The units were assumed to have a sound level rating of 70 dBA (manufacturer's data).

Saxelby Acoustics used the SoundPLAN noise prediction model. Inputs to the model included sound power levels for the proposed amenities, existing and proposed buildings, terrain type,

and locations of sensitive receptors. These predictions are made in accordance with International Organization for Standardization (ISO) standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). ISO 9613 is the most commonly used method for calculating exterior noise propagation. Figure 12 shows the noise level contours resulting from operation of the Project.

Table NOISE-6 shows increases in the day/night average ambient noise levels due to operation of the proposed Project. As shown in the table, the proposed Project will result in a +2.5 dBA Ldn increase in the ambient noise level of nearby noise-sensitive receptors.

Table NOISE-6: Project Operational Noise Significant Increase at Adjacent Noise Sensitive Receptors

| NOISE SENSITIVE RECEPTOR | AMBIENT NOISE LEVEL | PROJECT NOISE LEVEL | AMBIENT + PROJECT NOISE LEVEL | DIFFERENCE |
|--------------------------|-----------------------------------|----------------------|-----------------------------------|------------|
| R1 | 51.2 L _{DN} ¹ | 50.0 L _{DN} | 53.7 L _{DN} ² | 2.5 |
| R2 | 51.2 L _{DN} ¹ | 44.0 L _{DN} | 52.0 L _{DN} ² | 0.8 |

NOTES:

¹ AS MEASURED AT LT-1

² CONSIDERED “NORMALLY ACCEPTABLE”

SOURCE: SAXELBY ACOUSTICS, 2023.

Based on Table NOISE-6 data, the proposed Project will result in a 0.8 to 2.5 dBA L_{dn} increase in the ambient noise level of nearby noise-sensitive receptors. As stated in the City of Tracy General Plan Policy P2, mitigation measures shall be required for new development projects under the following conditions:

- Causes the L_{dn} at noise-sensitive uses to increase 3 dB or more and exceed the “normally acceptable level”;
- Causes the L_{dn} at noise-sensitive uses increase 5 dB or more and remain “normally acceptable” level;
- Cause new noise levels to exceed the City of Tracy Noise Ordinance limits.

The proposed Project operational noise will not require mitigation because noise levels will remain at the “normally acceptable” level of 60 dBA Ldn and the noise level increase is less than 5 dB. The predicted Project noise levels are predicted to comply with the City of Tracy General Plan Policy P2. This is a **less-than-significant** impact, and no mitigation is required.

Evaluation of Project Construction Noise on Existing Sensitive Receptors

During the construction of the proposed Project, noise from construction activities would temporarily add to the noise environment in the Project vicinity. As shown in Table NOISE-7, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dB at a distance of 50 feet.

Table NOISE-7: Construction Equipment Noise

| <i>TYPE OF EQUIPMENT</i> | <i>MAXIMUM LEVEL, DBA AT 50 FEET</i> |
|--------------------------|--------------------------------------|
| Auger Drill Rig | 84 |
| Backhoe | 78 |
| Compactor | 83 |
| Compressor (air) | 78 |
| Concrete Saw | 90 |
| Dozer | 82 |
| Dump Truck | 76 |
| Excavator | 81 |
| Generator | 81 |
| Jackhammer | 89 |
| Pneumatic Tools | 85 |

SOURCE: ROADWAY CONSTRUCTION NOISE MODEL USER'S GUIDE. FEDERAL HIGHWAY ADMINISTRATION. FHWA-HEP-05-054. JANUARY 2006.

During the construction phases of the Project, noise from construction activities would add to the noise environment in the immediate Project vicinity. As indicated in Table NOISE-7, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dBA L_{max} at a distance of 50 feet. Construction activities would also be temporary in nature and are anticipated to occur during normal daytime working hours.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A Project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

The City of Tracy Municipal Code restricts construction noise from the noise ordinance between the hours of 7:00 a.m. and 7:00 p.m. or daylight hours. In addition, the Municipal Code requires the following noise control measures:

- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.
- Utilize “quiet” air compressors and other stationary noise sources where technology exists.

Caltrans defines a significant increase as an increase of 12 dBA over existing ambient noise levels; Saxelby Acoustics used this criterion to evaluate increases due to construction noise associated with the Project. As shown in Table NOISE-7, construction equipment is predicted to generate noise levels of up to 90 dBA L_{max} at 50 feet. Construction noise is evaluated as occurring at the center of the site to represent average noise levels generated over the duration of construction across the Project site. The nearest residential uses are located approximately 155 feet as measured from the center of the Project site. At this distance, maximum construction noise levels would be up to 80 dBA. The average daytime maximum noise level in the vicinity of the sensitive

receptors was measured to be 68 dBA, resulting in a 12 dB increase. Therefore, Project construction would not cause an increase of greater than 12 dBA over existing ambient noise levels.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A Project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

Although construction activities are temporary in nature and would occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the construction if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting from noise levels temporarily exceeding the threshold of significance due to construction would be considered potentially significant.

Implementation of Mitigation Measure NOISE-1 would reduce construction-generated noise levels. With implementation of Mitigation Measure NOISE-1, the proposed Project would have a ***less than significant*** impact relative to this environmental topic.

MITIGATION MEASURE(S)

Mitigation Measure NOISE-1: *The City of Tracy Development Services Department shall establish the following as conditions of approval for any permit that results in the use of construction equipment:*

- *Construction shall be limited to 7:00 a.m. to 7:00 p.m.*
- *All construction equipment powered by internal combustion engines shall be properly muffled and maintained.*
- *Quiet construction equipment, particularly air compressors, are to be selected whenever possible.*
- *All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.*
- *Unnecessary idling of internal combustion engines is prohibited.*
- *The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.*

These requirements shall be noted on the Project plans prior to approval of grading and/or building permits.

Response b): Less than Significant. Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person’s perception to the vibration will depend on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities in inches per second. Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of peak particle velocities.

Human and structural response to different vibration levels is influenced by several factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. Table NOISE-8 indicates that the threshold for damage to structures ranges from 0.2 to 0.6 peak particle velocity in inches per second (in/sec p.p.v.). One-half this minimum threshold or 0.1 in/sec p.p.v. is considered a safe criterion that would protect against architectural or structural damage. The general threshold at which human annoyance could occur is noted as 0.1 in/sec p.p.v.

Table NOISE-8: Effects of Vibration on People and Buildings

| PEAK PARTICLE VELOCITY | | HUMAN REACTION | EFFECT ON BUILDINGS |
|------------------------|-------------|---|--|
| MM/SEC. | IN./SEC. | | |
| 0.15-0.30 | 0.006-0.019 | Threshold of perception; possibility of intrusion | Vibrations unlikely to cause damage of any type |
| 2.0 | 0.08 | Vibrations readily perceptible | Recommended upper level of the vibration to which ruins and ancient monuments should be subjected |
| 2.5 | 0.10 | Level at which continuous vibrations begin to annoy people | Virtually no risk of “architectural” damage to normal buildings |
| 5.0 | 0.20 | Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations) | Threshold at which there is a risk of “architectural” damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize “architectural” damage |
| 10-15 | 0.4-0.6 | Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges | Vibrations at a greater level than normally expected from traffic, but would cause “architectural” damage and possibly minor structural damage. |

SOURCE: CALTRANS. TRANSPORTATION RELATED EARTHBOEN VIBRATIONS. TAV-02-01-R9601 FEBRUARY 20, 2002.

Construction Vibration Impacts

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural.

The primary vibration-generating activities associated with the proposed Project would occur during construction when activities such as grading, utilities placement, and parking lot construction occur. Table NOISE-9 shows the typical vibration levels produced by construction equipment.

Table NOISE-9: Vibration Levels for Varying Construction Equipment

| TYPE OF EQUIPMENT | PEAK PARTICLE VELOCITY @ 25 FEET (INCHES/SECOND) | PEAK PARTICLE VELOCITY @ 50 FEET (INCHES/SECOND) | PEAK PARTICLE VELOCITY @ 100 FEET (INCHES/SECOND) |
|----------------------------|---|---|--|
| Large Bulldozer | 0.089 | 0.031 | 0.011 |
| Loaded Trucks | 0.076 | 0.037 | 0.010 |
| Small Bulldozer | 0.003 | 0.001 | 0.000 |
| Auger/Drill Rigs | 0.089 | 0.031 | 0.011 |
| Jackhammer | 0.035 | 0.012 | 0.004 |
| Vibratory Hammer | 0.070 | 0.025 | 0.009 |
| Vibratory Compactor/Roller | 0.210 (less than 0.20 at 26 feet) | 0.074 | 0.026 |

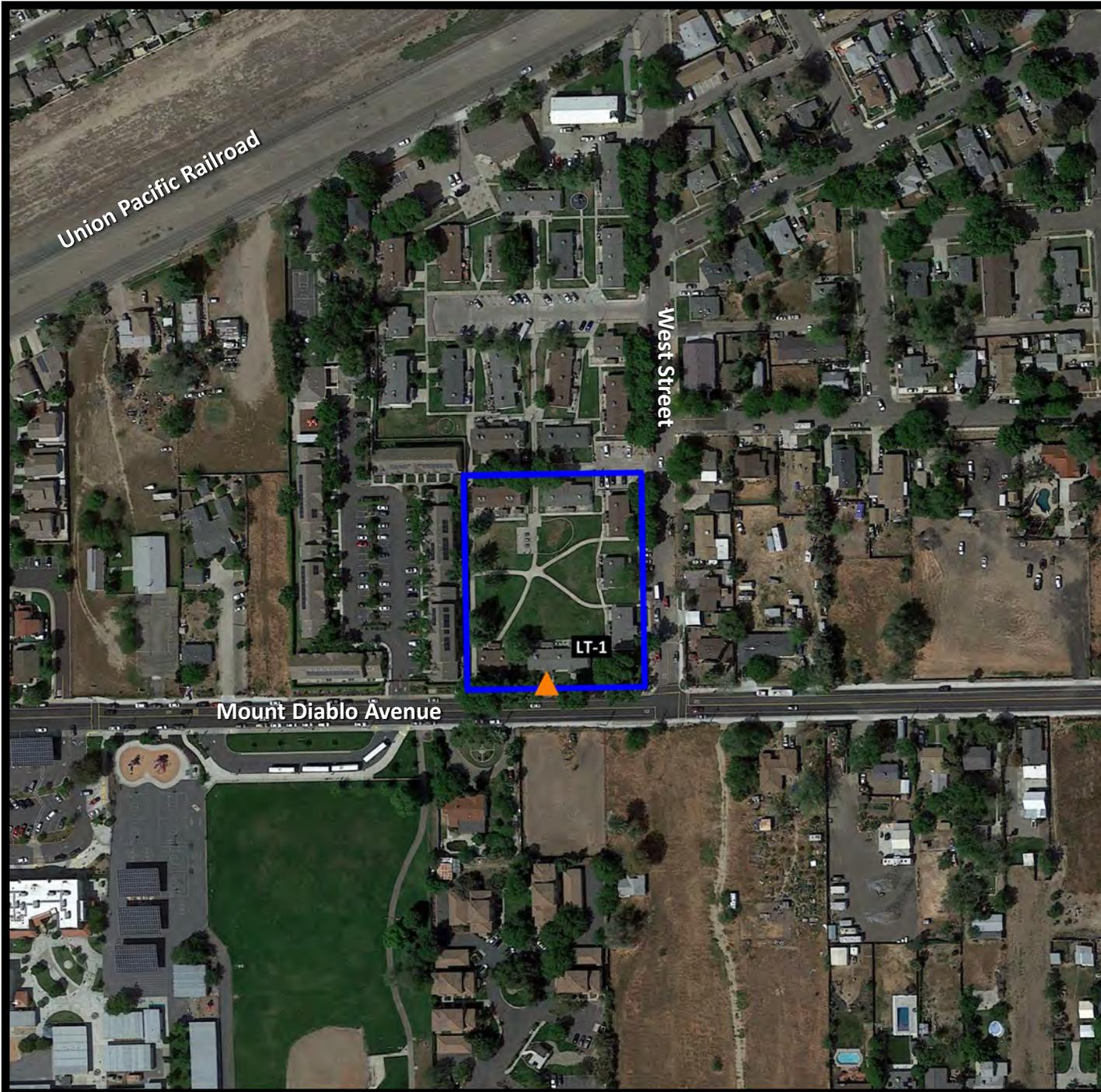
SOURCE: TRANSIT NOISE AND VIBRATION IMPACT ASSESSMENT GUIDELINES. FEDERAL TRANSIT ADMINISTRATION. MAY 2006.

The Table NOISE-9 data indicates that construction vibration levels anticipated for the Project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors which could be impacted by construction related vibrations, especially vibratory compactors/rollers, are located further than 26 feet from typical construction activities. At distances greater than 26 feet construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

This is a **less-than-significant** impact, and no mitigation is required.

Response c): No Impact. The Project site is located approximately 2.7 miles south of the nearest airport (the Tracy Municipal Airport) and is outside of the contours of the Tracy Municipal Airport land use plan. Therefore, there is **no impact** relative to this topic.

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Tracy Senior Living

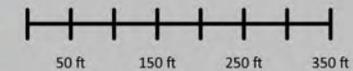
City of Tracy, California

Figure 11

Noise Measurement Sites

Legend

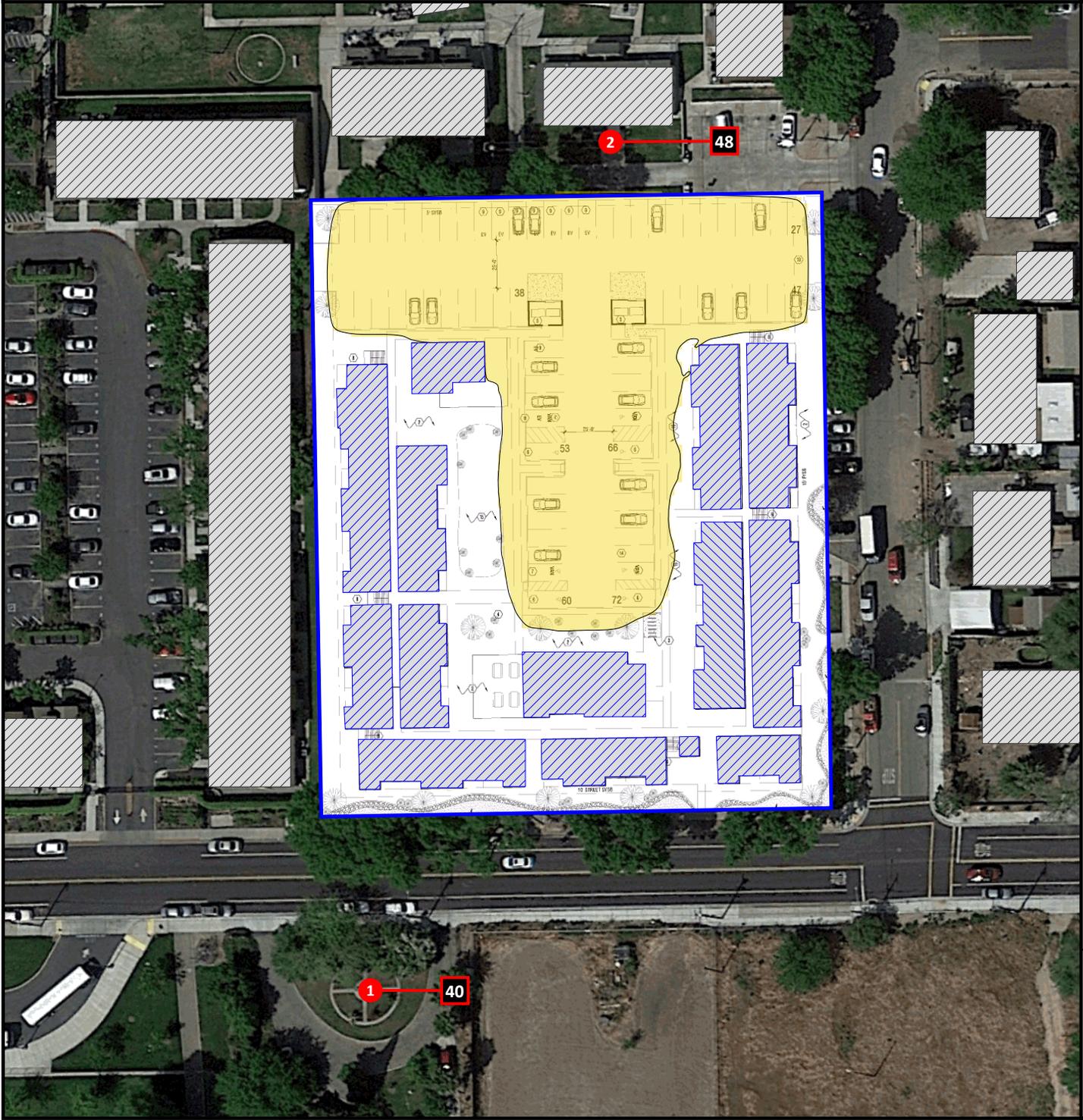
-  Project Site
-  Noise Measurement Site - Long Term



Projection: UTM Zone 10 / WGS84 / meters
Rev. Date: 07/24/2023



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Tracy Senior Living

City of Tracy, California

Figure 12
 Daytime and Nighttime Project
 Noise Contours
 Leq, dB(A)

Noise Level, dB(A)

| | |
|------|------|
| 50 < | ≤ 55 |
| 55 < | ≤ 60 |
| 60 < | ≤ 65 |
| 65 < | |

Legend

-  Project Building
-  Existing Building
-  Project Site

Scale 1:75



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XIV. POPULATION AND HOUSING -- WOULD THE PROJECT:

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | | | X | |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. According to the US Census population estimates, the population in Tracy in 2022 was approximately 97,328 people and the average persons per household was 3.40. The proposed Project would result in the construction of replacement residential housing on a site that currently contains residential uses. The existing residential uses provide 17 units. The proposed Project would provide 110 residential units. This would result in an increase of 93 units compared to the existing condition. Although the Project would directly increase population growth in the area, it is likely that the residents of the proposed units would move from other portions of the City or County. Additionally, the proposed Project would not include upsizing of offsite infrastructure or roadways. Implementation of the proposed Project would not indirectly induce substantial population growth in an area.

This impact is **less-than-significant**, as demonstrated throughout this document. No additional mitigation is required.

Response b): Less than Significant. The Project site is a 1.94-acre site consisting of seven affordable housing buildings containing 17 units along the border of the northern, eastern, and southern boundaries of the site surrounding a landscaped courtyard area with pedestrian pathways (see Figure 3). The proposed Project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low income affordable senior housing units, associated amenities, landscaping, circulation, and utility improvements.

The proposed Project would increase the number of units by 93 compared to the existing condition. As such, the Project would not necessitate the construction of replacement housing elsewhere. Therefore, the Project would not displace substantial numbers of people or existing housing and would have a **less-than-significant** impact in this respect.

XV. PUBLIC SERVICES

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: | | | | |
| Fire protection? | | | X | |
| Police protection? | | | X | |
| Schools? | | | X | |
| Parks? | | | X | |
| Other public facilities? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a.i) Fire Protection: Less than Significant. On September 16, 1999, the City of Tracy Fire Department merged with the Tracy Rural Fire Protection District, forming the South San Joaquin County Fire Authority (SCFA). The SCFA was created to provide fire protection services to the entire jurisdictional area of both the corporate city limits and surrounding rural community. Employees of the Tracy Rural Fire Protection District became employees of the City of Tracy with the City of Tracy maintaining day to day administrative control of the department. Both the Tracy Rural Fire Protection District and the City of Tracy contract with the SCFA to receive fire protection services. The SCFA in turn contracts with the City of Tracy to provide employees and administrative services.

The SCFA/Tracy Fire Department provides emergency medical services to citizens located within the San Joaquin Emergency Medical Services Agency (SJEMSA) Zone C. Ambulance transport is provided by private provider, American Medical Response (AMR) under contract with the SJEMSA. The SCFA currently operates six fire stations and an administrative office. Twenty-four hour-per-day staffing is provided with six paramedic engine companies and one ladder truck company. Four fire stations are within the incorporated area of the City of Tracy, and two are in the surrounding rural Tracy area.

Three fire stations are located near the Project site: the South San Joaquin County Fire Authority, located at 835 N Central Avenue, and the Tracy Fire Station 97, located at 595 W Central Avenue, and Tracy Fire Station 91, located at 1701 W 11th Street. The nearest fire station, the South San Joaquin County Fire Authority, is located approximately 0.56 miles northeast of the Project site.

Response time and fire department effectiveness once units arrive are critical considerations in mitigating emergencies. The response time standard is defined as total reflex time (1:30 call processing, 1:00 turn-out time, and 4:00 travel-time). In addition, the SCFA performance standard to measure effectiveness is to confine moderate risk structure fires to the room of origin

or less 90 percent of the time in the City. In order to successfully mitigate emergencies, it is essential the SCFA assemble an adequate number of personnel to perform critical tasks at the scene once the unit(s) arrive.

Recognizing the potential need for increases in fire protection and emergency medical services, the City's General Plan includes policies to ensure that adequate related facilities are funded and provided to meet future growth (Objective PF-1.1, P1). This policy is implemented through the review of all new projects with the City's Sphere of Influence, prior to development, and through the collection of development impact fees for the funding of facilities.

Impact fees from new development are collected based upon projected impacts from each development. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service facility and equipment needs.

Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from property taxes, sales taxes, participation in the Community Facilities District or similar funding mechanism, and other revenues generated by the Project, would fund capital and labor costs associated with fire protection services.

All construction plans and development proposals are evaluated to determine fire protection needs. The Fire Prevention Division works closely with other City departments to ensure appropriate design and construction standards, including adequate fire protection water flows and that fire-resistant building materials are met within new development projects.

Overall, this impact is considered **less than significant**.

a.ii) Police Protection: Less than Significant. The Tracy Police Department provides police protection services to the City of Tracy. Its headquarters are located at 1000 Civic Center Drive, 0.9 miles northeast of the Project site. There are no satellite offices or plans to construct any in the near future.

The Department divides calls into three categories, Priority 1, 2, and 3 calls. Priority 1 calls are defined as life threatening situations. Priority 2 calls are not life threatening, but require immediate response. Priority 3 calls cover all other calls received by the police. Average response time for Priority 1 calls within city limits is approximately six to eight minutes. Response time for Priority 2 and 3 calls is, on average, 22 minutes.

The Tracy Police Department provides mutual aid to the San Joaquin County Sheriff's office, and vice versa, when a situation exceeds the capabilities of either department. Mutual aid is coordinated through the San Joaquin County Sheriff.

The City of Tracy General Fund provides approximately 96% of the Police Department's budget. The remaining 4% comes from various grants, fees, and assessments. The Police Department operates on a pre-approved annual budget, based on a fiscal year. New service demands are assessed when budget proposals are reviewed. Supplemental budget requests are considered on a case-by-case basis during the fiscal year.

It is not anticipated that implementation of the proposed Project would result in significant new demand for police services. Project implementation would not require the construction of new police facilities to serve the Project Area, nor would it result in impacts to the existing response times and existing police protection service levels. Therefore, impacts to police services will be **less than significant**.

a.iii) Schools: Less than Significant. The proposed Project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low income affordable senior housing units. Although the residences are for senior populations, the possibility exists that school-aged children may occupy some of the units, requiring accommodation in the Tracy Unified School District (TUSD).

The TUSD collects impact fees from new developments under the provisions of SB 50. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from taxes, would fund capital and labor costs associated with school services. The adequacy of fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from property taxes, sales taxes, and other revenues generated by the Project, would fund improvements associated with school services. Under the provisions of SB 50, a project's impacts on school facilities are fully mitigated via the payment of the requisite new school construction fees established pursuant to Government Code Section 65995. As such, the Project's impacts to school services are **less than significant**.

a.iv) Parks: Less than Significant. Potential Project impacts to parks and recreational facilities are addressed in the following Recreation section of this document.

a.v) Other Public Facilities: Less than Significant. Other public facilities in the City of Tracy include libraries, hospitals, and cultural centers such as museums and music halls. The proposed Project would increase demand on these facilities. The City of Tracy General Plan requires new development to pay its fair share of the costs of public buildings by collecting the Public Buildings Impact Fee. The Public Buildings Impact fee is used by the City to expand public services and maintain public buildings, including the Civic Center and libraries in order to meet the increased demand generated by new development. The collection of fees and determined fair share fee amounts are adopted by the City as Conditions of Approval (COAs) for all new development projects prior to Project approval. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from taxes, would ensure that Project impacts to libraries and public buildings are **less than significant**.

XVI. RECREATION

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | | | X | |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. The proposed Project would increase demand for parks and recreational facilities within the City of Tracy, and would increase the use of the City’s existing parks and recreation system. Residents of the Project may visit existing park and recreational facilities within the City. As described in the Tracy General Plan, the City maintains 48 mini-parks, 15 neighborhood parks, and eight community parks, providing approximately 256 acres at 71 sites. The City is also in the process of constructing the Legacy Fields sports park at the northern edge of the City, which will provide an additional 166 acres of sports parks, 86 acres of passive recreation area, and a 46-acre future expansion area for additional park facilities.

The City strives to maintain a standard of 4 acres of park land for every 1,000 persons. In order to maintain this standard, the City requires new development projects to either include land dedicated for park uses, or to pay in-lieu fees towards the City’s parks program. Chapter 13.12 of the Tracy Municipal Code states that, “*all development projects shall be required to maintain the City standard of four (4) acres of park land per 1,000 population. All development projects, as a condition of approval of any tentative parcel map or tentative subdivision map, or as a condition of approval of any building permit, shall dedicate land to the City or pay a fee in lieu thereof, or a combination of both, in order to maintain this City standard. The precise obligation of any development project to dedicate land or pay a fee pursuant to this section shall be incorporated in the implementing resolution for the park fee applicable to the development project.*”

The City of Tracy requires the payment of the Project’s fair share in-lieu parks fees, as required by the City’s General Plan. The collection of fees and determined fair share fee amounts are adopted by the City as Conditions of Approval (COAs) for all new development projects prior to Project approval. Fees paid aid in the development of new park-space and maintenance as required, to ensure continued high quality park facilities for all city residents. Additionally, given that the City maintains an ample and diverse range of park sites and park facilities, and collects fees from new development to fund the construction of new parks and the maintenance of existing parks, the additional demand for parks generated by the proposed Project would not result in the physical deterioration of existing parks and facilities within Tracy. As such, this is a **less than significant** impact and no mitigation is required.

XVII. TRANSPORTATION AND CIRCULATION -- WOULD THE PROJECT:

| <i>Would the project:</i> | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|--|---|--|-------------------------|
| a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? | | | X | |
| b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)? | | | X | |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | | | X | |
| d) Result in inadequate emergency access? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Implementation of the proposed Project would not result in a conflict with an existing or planned pedestrian facility, bicycle facility, or transit service/facility. In addition, the Project would not interfere with the implementation of a planned bicycle facility, pedestrian facility, or transit service/facility. The Project would not cause a degradation in transit service such that service does not meet performance standards established by the transit operator.

Existing pedestrian and bicycle facilities are located on the roadways adjacent to the Project site. There are no pedestrian or bicycle facilities within the developed Project site. The City of Tracy General Plan describes an interconnected, hierarchical system of sidewalks, on-street bike lanes, and off-street trails for pedestrians and bicyclists that provides access to this area of the City of Tracy. The Project's transportation and circulation system is designed to accommodate access to and from Mt. Diablo Road and West Street.

Site access would be provided by two proposed driveways: one along W. Mount Diablo Avenue and one along West Street. A north-south drive aisle would be provided along the western boundary of the site. This drive aisle would connect to the West Street driveway via a east-west roadway in the center of the site. Additionally, 12 bicycle parking spaces would be provided.

Overall, this impact would be **less than significant**.

Response b): Less than Significant. A CEQA Transportation Analysis was prepared by Kimley Horn on July 11, 2023. The following VMT analysis is based on the CEQA Transportation Review prepared by Kimley Horn (See Appendix B for further detail).

Purpose of Analysis

Senate Bill (SB) 743 is part of a long-standing policy effort by the California legislature to improve California's sustainability and reduce greenhouse gas emissions through denser infill

development, a reduction in single occupancy vehicles, improved mass transit, and other actions. Recognizing that the current environmental analysis techniques are, at times, encouraging development that is inconsistent with this vision, the legislature has taken the extraordinary step to change the basis of environmental analysis for transportation impacts from Level of Service (LOS) to Vehicle Miles Travelled (VMT). VMT is understood to be a good proxy for evaluating Greenhouse Gas (GHG) and other transportation related impacts that the State is actively trying to address.

In January 2019, the Natural Resources Agency finalized updates to the CEQA Guidelines including the incorporation of SB 743 modifications. The Guidelines' changes were approved by the Office of Administrative Law and are now in effect. Specific to SB 743, Section 15064.3(c) states, "A lead agency may elect to be governed by the provisions of this section immediately. The provisions apply statewide as of July 1, 2020."

To help aid lead agencies with SB 743 implementation, the Governor's Office of Planning and Research (OPR) produced the Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) that provides guidance about the variety of implementation questions they face with respect to shifting to a VMT metric. Key guidance from this document includes:

- VMT is the most appropriate metric to evaluate a project's transportation impact.
- OPR recommends tour- and trip-based travel models to estimate VMT, but ultimately defers to local agencies to determine the appropriate tools.
- OPR recommends measuring VMT for residential and office projects on a "per rate" basis.
- OPR states that by adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Generally, retail development including stores smaller than 50,000 square feet might be considered local serving.
- OPR recommends that where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact. If the project leads to a net overall increase in VMT, then the thresholds described above should apply.
- Lead agencies have the discretion to set or apply their own significance thresholds.

Methodology and Assumptions

Based on the land use information provided, for the purposes of SB 743 analysis and the determination of transportation related significant impacts, the Senior Living Attached Housing land use was analyzed. The Project description indicates that all dwelling units will be very low-income affordable senior housing units.

Per the *2023 CEQA Statute & Guidelines* (January 2023) published by the Association of Environmental Professionals (AEP), low-income housing is exempt from a quantitative VMT analysis and is presumed to result in a less than significant impact. This presumption is due to a low trip generation and higher use of alternative modes associated with low-income housing.

Findings

As the proposed Project is classified as affordable housing, it is presumed to be exempt from a quantitative VMT analysis. Therefore, this impact would be **less than significant**.

Responses c-d): Less than Significant. Per CEQA guidance Appendix G, the CEQA Transportation Analysis includes a safety analysis to determine if the project substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Project trip generation was conducted for the existing land uses and the proposed Project to determine if additional trips would be added to the existing roadway network with the addition of the Project.

The existing land use currently generates 101 daily trips, 5 AM peak hour trips (1 IN / 4 OUT) and 9 PM peak hour trips (6 In / 3 OUT).

The proposed Project land use generates 262 daily trips, 16 AM peak hour trips (5 IN / 11 OUT) and 20 PM peak hour trips (11 In / 9 OUT).

Therefore, the Project will produce a net of 161 daily trips, 11 AM peak hour trips (4 IN / 7 OUT) and 11 PM peak hour trips (5 IN / 6 OUT).

Since it was determined that the Project increases traffic, a qualitative analysis was conducted to determine the impacts of the additional trips to the network. At most, seven vehicles will be added to the AM peak hour out volumes, which is equivalent to approximately one vehicle every 8.6 minutes. Therefore, the additional trips added to the network due to the proposed Project are assumed to be negligible and not result in a safety impact.

The Project proposes two driveways:

- One along West Street
- One along W. Mt Diablo Avenue

It was determined that these new driveways would not substantially increase hazards based on the following:

- Low net trips generated for the Project
- Adequate sight distance available along West Street and W. Mt Diablo Avenue
- Low speed limits along West Street (25 mph) and W. Mt Diablo Avenue (25 mph)

No site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay that could impede emergency vehicles or emergency access. The Project does not include any design features or incompatible uses that pose a significant safety risk. The Project would create no adverse impacts to emergency vehicle access or circulation.

Overall, Project implementation would have a **less-than-significant** impact relative to this topic.

XVIII. TRIBAL CULTURAL RESOURCES

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: | | | | |
| i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? | | X | | |
| ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe. | | X | | |

BACKGROUND

Assembly Bill 52 (AB 52) requires a lead agency, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed Project if: (1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, and (2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation.

A letter was sent to the Native American Heritage Commission (NAHC) by Peak & Associates, Inc. requesting a check of the Sacred Lands files for the Project site. A reply from that office was prepared on July 7, 2023 (Appendix 3 of Appendix C). The NAHC letter indicated the results were negative for Sacred Lands and provided a list of nine groups, some with multiple representatives, all who might have knowledge of resources of concern in the APE. Letters have been sent to the groups on August 23, 2023 (sample letter in Appendix 3 of Appendix C). No replies have been received to date.

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i)-a.ii): Less than Significant with Mitigation. The City of Tracy General Plan and subsequent EIR does not identify the site as having prehistoric period cultural resources. Additionally, there are no known unique cultural resources known to occur on, or within the immediate vicinity of the Project site. The site has previously been used for residential uses. No instances of cultural resources or human remains have been unearthed on the Project site. Based on the above information, the Project site has a low potential for the discovery of prehistoric,

ethnohistoric, or historic archaeological sites that may meet the definition of Tribal Cultural Resources. Although no Tribal Cultural Resources have been documented in the Project site, the Project is located in a region where cultural resources have been recorded and there remains a potential that undocumented archaeological resources that may meet the Tribal Cultural Resource definition could be unearthed or otherwise discovered during ground-disturbing and construction activities. Examples of significant archaeological discoveries that may meet the Tribal Cultural Resources definition would include villages and cemeteries.

Due to the possible presence of undocumented Tribal Cultural Resources within the Project site, construction-related impacts on tribal cultural resources would be potentially significant. Implementation of the Mitigation Measure CUL-1 would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including human remains. Implementation of this measure would reduce this impact to a **less than significant** level.

MITIGATION MEASURE(S)

Implement Mitigation Measure CUL-1

XIX. UTILITIES AND SERVICE SYSTEMS -- WOULD THE PROJECT:

| <i>Would the project:</i> | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Require or result in the relocation or construction of new or expanded water, wastewater or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? | | | X | |
| b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | | | X | |
| c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments? | | | X | |
| d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | | | X | |
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | | | X | |

Responses to Checklist Questions

Response a)-c): Less than Significant.

Water

The provision of public services and the construction of onsite infrastructure improvements will be required to accommodate the development of the proposed Project. The proposed Project would require extensions of offsite water conveyance infrastructure to the Project site for potable water and irrigation water. Water distribution will be by an underground distribution system to be installed as per the City of Tracy standards and specifications. All offsite water utility improvements will be in or adjacent to existing roadways along the perimeter of the Project site, thereby limiting any potential impact to areas that were not already disturbed.

Estimated Project Water Demands

The water demands for the Project were estimated based on the unit water demand factors adopted in the Citywide Water System Master Plan Update (2023). The total annual potable water demand for the Project is approximately 24,200 gallons per day (or 27.1 acre-feet per year [af/yr]) based on a unit water demand factor of 220 gallons per day per dwelling unit for high density residential land uses.

Based on the existing uses and proposed water demand calculation, the Project does not significantly impact the existing system deficiencies. There is sufficient storage capacity to serve the Project. No off-site improvements are required to serve the Project.

Conclusion

The proposed Project would not result in insufficient water supplies available to serve the proposed Project from existing entitlements and resources. Therefore, the proposed Project would result in a **less than significant** impact to water supplies.

Wastewater

The provision of public services and the construction of onsite infrastructure improvements will be required to accommodate the development of the proposed Project. The proposed Project would require extensions of offsite wastewater conveyance infrastructure to the Project site. Wastewater lines are located on-site to serve the existing residences as well as in the adjacent roadways. All offsite water utility improvements will be in or adjacent to existing roadways along the perimeter of the Project site, thereby limiting any potential impact to areas that were not already disturbed.

Sewer generated from the Project is proposed to flow into the existing sewer trunklines in the area and would eventually be pumped to the wastewater treatment plant (WWTP).

Estimated Project Sewer Flows

The wastewater flow for the Project was calculated based on the wastewater generation factors adopted in the City's Wastewater Master Plan (2023). The wastewater flow for the Project is approximately 396,000 gallons per day (gpd) based on a wastewater generation factor of 3,600 gpd/unit for the high density residential land use designation.

No additional off-site improvements are required to serve the Project. Additionally, the utility plans meet City requirements for on-site sewer improvements.

Conclusion

Ultimately, the sanitary sewer collection system will be an underground collection system installed as per the City of Tracy standards and specifications. Sanitary sewer disposal and treatment will be to the City of Tracy WWTP. The development of the proposed Project would not exceed the wastewater discharge requirements in the WDR Order. Therefore, the proposed Project is anticipated to have a **less than significant** impact relative to this topic.

Storm Drainage

The Project site is currently developed with residential uses with a courtyard grass area in the center. The Project site contains pervious and impervious surfaces. Construction of the Project would increase the building footprints and, as such, would increase the amount of impervious surfaces. Because the proposed Project increases impervious surface area from an existing

developed site, the Project site could increase runoff slightly. Onsite storm drainage would be installed to serve the proposed Project. Development of the proposed Project would include construction of a new storm drainage system.

Pursuant to section 11.34.210 Design Standards of the City's Municipal Code, installation of the Project's storm drain system would be required to conform to the design criteria, standard plans and specifications and the inspection and testing procedures set forth in the applicable City public improvement design standards. Thus, the proposed storm drainage collection and detention system will be subject to the SWRCB and City of Tracy regulations, including: Tracy Municipal Code, Tracy Storm Drain Master Plan, 2012; Phase II, NPDES Permit Requirements; NPDES-MS4 Permit Requirements; and LID Guidelines.

As noted previously, stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the apartment buildings. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. Best management practices (BMPs) will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment planters and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

Overall, impacts from Project implementation would be **less than significant**.

Responses d), e): Less than Significant. The City of Tracy contracts with Tracy Disposal Service, a private company, for solid waste collection and disposal. Based on the most recent waste generation factor provided by CalRecycle for residential uses (12.23 pounds per household per day), the proposed Project is expected to generate approximately 1,345.3 pounds per day of solid waste upon full buildout, which is equivalent to less than 0.07 tons per day.

Currently, the permitted capacity of the Foothill Landfill is 102 million cubic yards. The remaining capacity of the facility is approximately 95 million cubic yards. As noted previously, the remaining capacity of the facility is approximately 95 million cubic yards. Current permits indicate a closure in 2054. There are no plans to expand the Foothill Landfill or build a new one to accommodate Tracy's waste since the Foothill Landfill is expected to meet the City's needs for the foreseeable future. The addition of the volume of solid waste associated with the proposed Project to the Foothill Landfill would not exceed the landfill's remaining capacity.

Overall, the proposed Project would be required to comply with applicable State and local requirements including those pertaining to solid waste, construction waste diversion, and recycling. The City would coordinate development of the proposed Project with Tracy Disposal Service. Furthermore, the addition of the volume of solid waste associated with the proposed

Project, approximately 0.07 tons per day, would increase the total tons of solid waste to the landfill; however, this increase would not cause an exceedance of the landfill's remaining capacity. Therefore, the proposed Project would not generate solid waste in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals, or exceed any State or local standards associated with solid waste. This is a **less-than-significant** impact.

XX. WILDFIRE

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|---|---------------------------------------|--|-------------------------------------|------------------|
| If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: | | | | |
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | | | X | |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | | | X | |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | | | X | |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | | | X | |

Existing Setting

According to the 2022 San Joaquin County State Responsibility Area Fire Hazard Severity Zone map completed by the California Department of Forestry and Fire Protection (Cal Fire), the Project site is not within a State Responsibility Area or Very High Fire Hazard Severity Zone (VHFHSZ). Although this CEQA topic only applies to areas within an SRA or VHFHSZ, out of an abundance of caution, these checklist questions are analyzed below.

Responses to Checklist Questions

Response a): Less than Significant. As discussed in Section IX, Hazards and Hazardous Materials, the Project site would connect to the existing network of City streets adjacent to the site. Site access would be provided by two proposed driveways: one along W. Mount Diablo Avenue and one along West Street. A north-south drive aisle would be provided along the western boundary of the site. This drive aisle would connect to the West Street driveway via a east-west roadway in the center of the site.

Three fire stations are located near the Project site: the South San Joaquin County Fire Authority, located at 835 N Central Avenue, and the Tracy Fire Station 97, located at 595 W Central Avenue, and Tracy Fire Station 91, located at 1701 W 11th Street. The nearest fire station, the South San Joaquin County Fire Authority, is located approximately 0.56 miles northeast of the Project site. The appropriate turning radiuses have been planned to accommodate fire trucks on-site. The proposed circulation improvements would allow for greater emergency access relative to existing conditions. Moreover, the proposed Project would require building construction to meet the fire code requirements, and would have fire hydrants consistent with the standards of the

City; such fire hydrants would assist with fire suppression efforts if a fire was to occur on or near the Project site. Therefore, impacts from Project implementation would be considered **less than significant** relative to adopted emergency response plans or evacuation plans.

Response b): Less than Significant. The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point. The Project site is located in an area that is predominately urban, which is not considered at a significant risk of wildfire. There are no steep slopes on or near the Project site. Therefore, impacts from Project implementation would be considered **less than significant** relative to the spread of wildfire.

Response c): Less than Significant. The Project includes development of infrastructure (water, sewer, and storm drainage) to serve the proposed residential buildings. The Project does not include the construction of fuel breaks, emergency water sources, or power lines. As noted above, the proposed Project would require fire hydrants consistent with the standards of the City, and such fire hydrants would assist with fire suppression efforts if a fire was to occur. Therefore, impacts from Project implementation would be considered **less than significant** relative to infrastructure that may exacerbate fire risk.

Response d): Less than Significant. The proposed Project would require the installation of storm drainage infrastructure to ensure that storm waters properly drain from the Project site and does not result in downstream flooding or major drainage changes. Stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the apartment buildings. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. Best management practices (BMPs) will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment planters and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

Runoff from the Project site currently flows to the existing City storm drains located in West Street and W Mt Diablo Avenue. Upon development of the site, stormwater would flow to the on-site retention basins and/or the existing storm drains in the adjacent roadways. Additionally, the Project site is located within FEMA Zone X (un-shaded), indicating that the site is located outside of the 100-year flood hazard zone.

Landslides include rockfalls, deep slope failure, and shallow slope failure. Factors such as the geological conditions, drainage, slope, vegetation, and others directly affect the potential for landslides. The elevation of the site is approximately 75 feet above MSL with no significant slopes. The Project would also be required to comply with the provisions of the California Building Standard's Code, which requires development projects to perform geotechnical investigations in accordance with State law, which include general engineering characteristics of the subsurface conditions within the Project site and potential mitigation strategies to address any geotechnical concerns or potential hazards (such as slope failure). Therefore, the potential for a landslide (including rockfalls, deep slope failure, and shallow slope failure) on the Project site is low.

Overall, impacts from Project implementation would be considered **less than significant** relative to risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

| | <i>Potentially Significant Impact</i> | <i>Less Than Significant with Mitigation Incorporation</i> | <i>Less Than Significant Impact</i> | <i>No Impact</i> |
|--|---------------------------------------|--|-------------------------------------|------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | | | X | |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | | | X | |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | | | X | |

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant impacts that would substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal to the environment. All potentially significant impacts related to plant and animal species would be mitigated to a less than significant level. The proposed Project would be required to implement a SWPPP aimed at reducing stormwater pollutants and runoff during construction, as well as through compliance of various other state, regional and local standards. Specifically related to ensuring the continued sustainability of biological resources through adaptive management, Mitigation Measure BIO-1 requires the SJMSCP Monitoring Plan an Annual Report process, Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan. The Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species that would reduce any potentially significant impacts to a less than significant level. Through the full mitigation of biological impacts, the Project would not result in any cumulative impacts, related to biological resources. These are **less-than-significant** impacts.

Response b): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant individual or cumulative impacts that would not be mitigated to less than significant levels. Therefore, these are **less-than-significant** impacts.

Response c): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant impacts that would have environmental effects which will cause substantial adverse effects on humans. The analysis in the relevant sections above provides standards and mitigation measures to reduce any potentially significant impacts on humans to less than significant levels. A variety of mitigation measures including those related to air quality, biological resources, cultural resources, geology and soils, hazardous materials, tribal cultural resources, and noise, ensure any adverse effects on humans are reduce to an acceptable standard. Therefore, these are **less-than-significant** impacts.

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APPENDIX A

Greenhouse Gas Emission Modeling and Energy Calculations

Tracy Senior Housing Detailed Report

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1. Basic Project Information

1.1. Basic Project Information

| Data Field | Value |
|-----------------------------|--|
| Project Name | Tracy Senior Housing |
| Construction Start Date | 4/1/2024 |
| Operational Year | 2025 |
| Lead Agency | — |
| Land Use Scale | Project/site |
| Analysis Level for Defaults | County |
| Windspeed (m/s) | 3.40 |
| Precipitation (days) | 6.60 |
| Location | 37.72940527154742, -121.43099013745683 |
| County | San Joaquin |
| City | Tracy |
| Air District | San Joaquin Valley APCD |
| Air Basin | San Joaquin Valley |
| TAZ | 2135 |
| EDFZ | 4 |
| Electric Utility | Pacific Gas & Electric Company |
| Gas Utility | Pacific Gas & Electric |
| App Version | 2022.1.1.21 |

1.2. Land Use Types

| Land Use Subtype | Size | Unit | Lot Acreage | Building Area (sq ft) | Landscape Area (sq ft) | Special Landscape Area (sq ft) | Population | Description |
|------------------|------|------|-------------|-----------------------|------------------------|--------------------------------|------------|-------------|
|------------------|------|------|-------------|-----------------------|------------------------|--------------------------------|------------|-------------|

| | | | | | | | | |
|---------------------|-----|---------------|------|---------|--------|------|-----|---|
| Apartments Mid Rise | 110 | Dwelling Unit | 6.85 | 105,600 | 42,000 | 0.00 | 355 | — |
|---------------------|-----|---------------|------|---------|--------|------|-----|---|

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Un/Mit. | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|---------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|------|------|-------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 4.43 | 33.2 | 36.0 | 33.9 | 0.05 | 1.60 | 19.8 | 21.4 | 1.47 | 10.1 | 11.6 | — | 5,461 | 5,461 | 0.22 | 0.10 | 3.92 | 5,482 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 1.81 | 1.54 | 12.0 | 16.8 | 0.03 | 0.50 | 0.76 | 1.26 | 0.46 | 0.18 | 0.64 | — | 3,413 | 3,413 | 0.15 | 0.10 | 0.10 | 3,446 |
| Average Daily (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 1.15 | 2.21 | 8.12 | 9.92 | 0.01 | 0.35 | 1.28 | 1.62 | 0.32 | 0.55 | 0.87 | — | 1,893 | 1,893 | 0.08 | 0.05 | 0.73 | 1,910 |
| Annual (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 0.21 | 0.40 | 1.48 | 1.81 | < 0.005 | 0.06 | 0.23 | 0.30 | 0.06 | 0.10 | 0.16 | — | 313 | 313 | 0.01 | 0.01 | 0.12 | 316 |

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
|------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|

| | | | | | | | | | | | | | | | | | | |
|----------------------|------|------|------|------|---------|------|------|------|------|------|------|---|-------|-------|------|---------|------|-------|
| Daily - Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| 2024 | 4.43 | 3.73 | 36.0 | 33.9 | 0.05 | 1.60 | 19.8 | 21.4 | 1.47 | 10.1 | 11.6 | — | 5,461 | 5,461 | 0.22 | 0.10 | 3.92 | 5,482 |
| 2025 | 1.72 | 33.2 | 11.1 | 17.3 | 0.03 | 0.44 | 0.76 | 1.19 | 0.40 | 0.18 | 0.58 | — | 3,463 | 3,463 | 0.14 | 0.10 | 3.64 | 3,499 |
| Daily - Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| 2024 | 1.81 | 1.54 | 12.0 | 16.8 | 0.03 | 0.50 | 0.76 | 1.26 | 0.46 | 0.18 | 0.64 | — | 3,413 | 3,413 | 0.15 | 0.10 | 0.10 | 3,446 |
| 2025 | 1.70 | 1.44 | 11.2 | 16.5 | 0.03 | 0.44 | 0.76 | 1.19 | 0.40 | 0.18 | 0.58 | — | 3,393 | 3,393 | 0.12 | 0.10 | 0.09 | 3,425 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| 2024 | 1.15 | 0.97 | 8.12 | 9.92 | 0.01 | 0.35 | 1.28 | 1.62 | 0.32 | 0.55 | 0.87 | — | 1,893 | 1,893 | 0.08 | 0.05 | 0.73 | 1,910 |
| 2025 | 0.47 | 2.21 | 3.10 | 4.60 | 0.01 | 0.12 | 0.19 | 0.32 | 0.11 | 0.05 | 0.16 | — | 912 | 912 | 0.03 | 0.02 | 0.40 | 920 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| 2024 | 0.21 | 0.18 | 1.48 | 1.81 | < 0.005 | 0.06 | 0.23 | 0.30 | 0.06 | 0.10 | 0.16 | — | 313 | 313 | 0.01 | 0.01 | 0.12 | 316 |
| 2025 | 0.09 | 0.40 | 0.57 | 0.84 | < 0.005 | 0.02 | 0.04 | 0.06 | 0.02 | 0.01 | 0.03 | — | 151 | 151 | 0.01 | < 0.005 | 0.07 | 152 |

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Un/Mit. | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|------|------|-------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 2.38 | 4.63 | 2.09 | 21.6 | 0.04 | 0.06 | 2.88 | 2.95 | 0.06 | 0.73 | 0.79 | 52.4 | 4,365 | 4,417 | 5.48 | 0.18 | 14.2 | 4,624 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 1.67 | 3.94 | 2.30 | 13.2 | 0.03 | 0.06 | 2.88 | 2.94 | 0.06 | 0.73 | 0.79 | 52.4 | 4,088 | 4,140 | 5.49 | 0.20 | 1.11 | 4,338 |

| | | | | | | | | | | | | | | | | | | |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|-------|-------|------|------|------|-------|
| Average Daily (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 1.96 | 4.22 | 2.21 | 16.3 | 0.04 | 0.06 | 2.87 | 2.93 | 0.06 | 0.73 | 0.79 | 52.4 | 4,157 | 4,210 | 5.49 | 0.19 | 6.58 | 4,411 |
| Annual (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Unmit. | 0.36 | 0.77 | 0.40 | 2.98 | 0.01 | 0.01 | 0.52 | 0.54 | 0.01 | 0.13 | 0.14 | 8.67 | 688 | 697 | 0.91 | 0.03 | 1.09 | 730 |

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Sector | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|---------|---------|-------|---------|---------|--------|---------|------|-------|-------|---------|---------|------|-------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Mobile | 1.75 | 1.60 | 1.65 | 15.2 | 0.04 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,575 | 3,575 | 0.13 | 0.16 | 13.5 | 3,639 |
| Area | 0.59 | 3.00 | 0.06 | 6.23 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 16.7 | 16.7 | < 0.005 | < 0.005 | — | 16.7 |
| Energy | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 764 | 764 | 0.09 | 0.01 | — | 768 |
| Water | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Waste | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Refrig. | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Total | 2.38 | 4.63 | 2.09 | 21.6 | 0.04 | 0.06 | 2.88 | 2.95 | 0.06 | 0.73 | 0.79 | 52.4 | 4,365 | 4,417 | 5.48 | 0.18 | 14.2 | 4,624 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Mobile | 1.63 | 1.48 | 1.91 | 13.0 | 0.03 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,315 | 3,315 | 0.15 | 0.17 | 0.35 | 3,370 |
| Area | — | 2.44 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Energy | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 764 | 764 | 0.09 | 0.01 | — | 768 |
| Water | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Waste | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Refrig. | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |

| | | | | | | | | | | | | | | | | | | |
|---------------|------|---------|------|------|---------|---------|------|---------|---------|------|---------|------|-------|-------|---------|---------|------|-------|
| Total | 1.67 | 3.94 | 2.30 | 13.2 | 0.03 | 0.06 | 2.88 | 2.94 | 0.06 | 0.73 | 0.79 | 52.4 | 4,088 | 4,140 | 5.49 | 0.20 | 1.11 | 4,338 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Mobile | 1.63 | 1.48 | 1.80 | 13.1 | 0.03 | 0.03 | 2.87 | 2.90 | 0.03 | 0.73 | 0.76 | — | 3,376 | 3,376 | 0.14 | 0.16 | 5.82 | 3,434 |
| Area | 0.29 | 2.72 | 0.03 | 3.07 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 8.23 | 8.23 | < 0.005 | < 0.005 | — | 8.26 |
| Energy | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 764 | 764 | 0.09 | 0.01 | — | 768 |
| Water | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Waste | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Refrig. | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Total | 1.96 | 4.22 | 2.21 | 16.3 | 0.04 | 0.06 | 2.87 | 2.93 | 0.06 | 0.73 | 0.79 | 52.4 | 4,157 | 4,210 | 5.49 | 0.19 | 6.58 | 4,411 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Mobile | 0.30 | 0.27 | 0.33 | 2.39 | 0.01 | 0.01 | 0.52 | 0.53 | 0.01 | 0.13 | 0.14 | — | 559 | 559 | 0.02 | 0.03 | 0.96 | 569 |
| Area | 0.05 | 0.50 | 0.01 | 0.56 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 1.36 | 1.36 | < 0.005 | < 0.005 | — | 1.37 |
| Energy | 0.01 | < 0.005 | 0.07 | 0.03 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 126 | 126 | 0.01 | < 0.005 | — | 127 |
| Water | — | — | — | — | — | — | — | — | — | — | — | 1.42 | 1.47 | 2.89 | 0.15 | < 0.005 | — | 7.57 |
| Waste | — | — | — | — | — | — | — | — | — | — | — | 7.25 | 0.00 | 7.25 | 0.72 | 0.00 | — | 25.4 |
| Refrig. | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.13 | 0.13 |
| Total | 0.36 | 0.77 | 0.40 | 2.98 | 0.01 | 0.01 | 0.52 | 0.54 | 0.01 | 0.13 | 0.14 | 8.67 | 688 | 697 | 0.91 | 0.03 | 1.09 | 730 |

3. Construction Emissions Details

3.1. Demolition (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

Tracy Senior Housing Detailed Report, 12/7/2023
Attachment E

| | | | | | | | | | | | | | | | | | | |
|---------------------|------|------|------|------|---------|------|------|------|------|---------|---------|---|-------|-------|---------|---------|------|-------|
| Off-Road Equipment | 3.12 | 2.62 | 24.9 | 21.7 | 0.03 | 1.06 | — | 1.06 | 0.98 | — | 0.98 | — | 3,425 | 3,425 | 0.14 | 0.03 | — | 3,437 |
| Demolition | — | — | — | — | — | — | 0.54 | 0.54 | — | 0.08 | 0.08 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.17 | 0.14 | 1.36 | 1.19 | < 0.005 | 0.06 | — | 0.06 | 0.05 | — | 0.05 | — | 188 | 188 | 0.01 | < 0.005 | — | 188 |
| Demolition | — | — | — | — | — | — | 0.03 | 0.03 | — | < 0.005 | < 0.005 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.03 | 0.03 | 0.25 | 0.22 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 31.1 | 31.1 | < 0.005 | < 0.005 | — | 31.2 |
| Demolition | — | — | — | — | — | — | 0.01 | 0.01 | — | < 0.005 | < 0.005 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.08 | 0.07 | 0.05 | 0.85 | 0.00 | 0.00 | 0.13 | 0.13 | 0.00 | 0.03 | 0.03 | — | 142 | 142 | 0.01 | 0.01 | 0.57 | 144 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.02 | 0.01 | 0.52 | 0.12 | < 0.005 | 0.01 | 0.11 | 0.12 | 0.01 | 0.03 | 0.04 | — | 432 | 432 | 0.01 | 0.07 | 1.04 | 454 |

| | | | | | | | | | | | | | | | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---|------|------|---------|---------|---------|------|
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.04 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | < 0.005 | < 0.005 | — | 7.19 | 7.19 | < 0.005 | < 0.005 | 0.01 | 7.30 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | < 0.005 | < 0.005 | 0.03 | 0.01 | < 0.005 | < 0.005 | 0.01 | 0.01 | < 0.005 | < 0.005 | < 0.005 | — | 23.7 | 23.7 | < 0.005 | < 0.005 | 0.02 | 24.8 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.01 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 1.19 | 1.19 | < 0.005 | < 0.005 | < 0.005 | 1.21 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | < 0.005 | < 0.005 | 0.01 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | — | 3.92 | 3.92 | < 0.005 | < 0.005 | < 0.005 | 4.11 |

3.3. Site Preparation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|-----------------------------|------|------|------|------|------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|------|------|-------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 4.34 | 3.65 | 36.0 | 32.9 | 0.05 | 1.60 | — | 1.60 | 1.47 | — | 1.47 | — | 5,296 | 5,296 | 0.21 | 0.04 | — | 5,314 |
| Dust From Material Movement | — | — | — | — | — | — | 19.7 | 19.7 | — | 10.1 | 10.1 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|------------------------------|---------|---------|---------|------|---------|------|---------|---------|------|---------|---------|---|------|------|---------|---------|------|------|
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.12 | 0.10 | 0.99 | 0.90 | < 0.005 | 0.04 | — | 0.04 | 0.04 | — | 0.04 | — | 145 | 145 | 0.01 | < 0.005 | — | 146 |
| Dust From Material Movement: | — | — | — | — | — | — | 0.54 | 0.54 | — | 0.28 | 0.28 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.02 | 0.02 | 0.18 | 0.16 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 24.0 | 24.0 | < 0.005 | < 0.005 | — | 24.1 |
| Dust From Material Movement: | — | — | — | — | — | — | 0.10 | 0.10 | — | 0.05 | 0.05 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.09 | 0.08 | 0.05 | 1.00 | 0.00 | 0.00 | 0.15 | 0.15 | 0.00 | 0.03 | 0.03 | — | 165 | 165 | 0.01 | 0.01 | 0.66 | 168 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.02 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 4.20 | 4.20 | < 0.005 | < 0.005 | 0.01 | 4.26 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | | | | | | | | | | |
|---------|---------|---------|---------|---------|------|------|---------|---------|------|---------|---------|------|------|------|---------|---------|---------|------|------|
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | < 0.005 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 0.69 | 0.69 | < 0.005 | < 0.005 | < 0.005 | 0.71 | |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

3.5. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|------------------------------|------|------|------|------|---------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|---------|------|-------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 2.26 | 1.90 | 18.2 | 18.8 | 0.03 | 0.84 | — | 0.84 | 0.77 | — | 0.77 | — | 2,958 | 2,958 | 0.12 | 0.02 | — | 2,969 |
| Dust From Material Movement: | — | — | — | — | — | — | 7.08 | 7.08 | — | 3.42 | 3.42 | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.12 | 0.10 | 1.00 | 1.03 | < 0.005 | 0.05 | — | 0.05 | 0.04 | — | 0.04 | — | 162 | 162 | 0.01 | < 0.005 | — | 163 |
| Dust From Material Movement: | — | — | — | — | — | — | 0.39 | 0.39 | — | 0.19 | 0.19 | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | | |
|-----------------------------|---------|---------|---------|------|---------|------|---------|---------|------|---------|---------|------|------|------|---------|---------|---------|------|------|
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.02 | 0.02 | 0.18 | 0.19 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 26.8 | 26.8 | < 0.005 | < 0.005 | — | 26.9 | |
| Dust From Material Movement | — | — | — | — | — | — | 0.07 | 0.07 | — | 0.03 | 0.03 | — | — | — | — | — | — | — | |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | |
| Worker | 0.08 | 0.07 | 0.05 | 0.85 | 0.00 | 0.00 | 0.13 | 0.13 | 0.00 | 0.03 | 0.03 | — | 142 | 142 | 0.01 | 0.01 | 0.57 | 144 | |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.04 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | < 0.005 | < 0.005 | — | 7.19 | 7.19 | < 0.005 | < 0.005 | 0.01 | 7.30 | |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.01 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 1.19 | 1.19 | < 0.005 | < 0.005 | < 0.005 | 1.21 | |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

3.7. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|---------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|---------|------|-------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 1.44 | 1.20 | 11.2 | 13.1 | 0.02 | 0.50 | — | 0.50 | 0.46 | — | 0.46 | — | 2,398 | 2,398 | 0.10 | 0.02 | — | 2,406 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 1.44 | 1.20 | 11.2 | 13.1 | 0.02 | 0.50 | — | 0.50 | 0.46 | — | 0.46 | — | 2,398 | 2,398 | 0.10 | 0.02 | — | 2,406 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.57 | 0.48 | 4.44 | 5.18 | 0.01 | 0.20 | — | 0.20 | 0.18 | — | 0.18 | — | 948 | 948 | 0.04 | 0.01 | — | 951 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.10 | 0.09 | 0.81 | 0.95 | < 0.005 | 0.04 | — | 0.04 | 0.03 | — | 0.03 | — | 157 | 157 | 0.01 | < 0.005 | — | 157 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|---------------------|---------|---------|------|------|---------|---------|------|------|---------|---------|---------|---|------|------|---------|---------|------|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.40 | 0.37 | 0.25 | 4.51 | 0.00 | 0.00 | 0.67 | 0.67 | 0.00 | 0.16 | 0.16 | — | 749 | 749 | 0.04 | 0.03 | 3.00 | 761 |
| Vendor | 0.02 | 0.01 | 0.43 | 0.15 | < 0.005 | < 0.005 | 0.09 | 0.09 | < 0.005 | 0.02 | 0.03 | — | 339 | 339 | 0.01 | 0.05 | 0.92 | 355 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.35 | 0.32 | 0.32 | 3.56 | 0.00 | 0.00 | 0.67 | 0.67 | 0.00 | 0.16 | 0.16 | — | 676 | 676 | 0.04 | 0.03 | 0.08 | 686 |
| Vendor | 0.02 | 0.01 | 0.46 | 0.15 | < 0.005 | < 0.005 | 0.09 | 0.09 | < 0.005 | 0.02 | 0.03 | — | 339 | 339 | 0.01 | 0.05 | 0.02 | 354 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.15 | 0.13 | 0.12 | 1.44 | 0.00 | 0.00 | 0.26 | 0.26 | 0.00 | 0.06 | 0.06 | — | 274 | 274 | 0.02 | 0.01 | 0.51 | 278 |
| Vendor | 0.01 | 0.01 | 0.18 | 0.06 | < 0.005 | < 0.005 | 0.04 | 0.04 | < 0.005 | 0.01 | 0.01 | — | 134 | 134 | < 0.005 | 0.02 | 0.16 | 140 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.03 | 0.02 | 0.02 | 0.26 | 0.00 | 0.00 | 0.05 | 0.05 | 0.00 | 0.01 | 0.01 | — | 45.4 | 45.4 | < 0.005 | < 0.005 | 0.08 | 46.1 |
| Vendor | < 0.005 | < 0.005 | 0.03 | 0.01 | < 0.005 | < 0.005 | 0.01 | 0.01 | < 0.005 | < 0.005 | < 0.005 | — | 22.2 | 22.2 | < 0.005 | < 0.005 | 0.03 | 23.2 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

3.9. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

Tracy Senior Housing Detailed Report, 12/7/2023
Attachment E

| | | | | | | | | | | | | | | | | | | |
|---------------------|------|------|------|------|---------|---------|------|------|---------|------|------|---|-------|-------|---------|---------|------|-------|
| Off-Road Equipment | 1.35 | 1.13 | 10.4 | 13.0 | 0.02 | 0.43 | — | 0.43 | 0.40 | — | 0.40 | — | 2,398 | 2,398 | 0.10 | 0.02 | — | 2,406 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 1.35 | 1.13 | 10.4 | 13.0 | 0.02 | 0.43 | — | 0.43 | 0.40 | — | 0.40 | — | 2,398 | 2,398 | 0.10 | 0.02 | — | 2,406 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.32 | 0.27 | 2.47 | 3.09 | 0.01 | 0.10 | — | 0.10 | 0.09 | — | 0.09 | — | 568 | 568 | 0.02 | < 0.005 | — | 570 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.06 | 0.05 | 0.45 | 0.56 | < 0.005 | 0.02 | — | 0.02 | 0.02 | — | 0.02 | — | 94.0 | 94.0 | < 0.005 | < 0.005 | — | 94.3 |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.36 | 0.33 | 0.22 | 4.13 | 0.00 | 0.00 | 0.67 | 0.67 | 0.00 | 0.16 | 0.16 | — | 733 | 733 | 0.03 | 0.03 | 2.73 | 745 |
| Vendor | 0.02 | 0.01 | 0.41 | 0.14 | < 0.005 | < 0.005 | 0.09 | 0.09 | < 0.005 | 0.02 | 0.03 | — | 333 | 333 | 0.01 | 0.05 | 0.91 | 349 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.33 | 0.30 | 0.30 | 3.28 | 0.00 | 0.00 | 0.67 | 0.67 | 0.00 | 0.16 | 0.16 | — | 662 | 662 | 0.02 | 0.03 | 0.07 | 671 |

| | | | | | | | | | | | | | | | | | | |
|---------------|---------|---------|------|------|---------|---------|---------|---------|---------|---------|---------|---|------|------|---------|---------|------|------|
| Vendor | 0.02 | 0.01 | 0.44 | 0.14 | < 0.005 | < 0.005 | 0.09 | 0.09 | < 0.005 | 0.02 | 0.03 | — | 333 | 333 | 0.01 | 0.05 | 0.02 | 348 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.08 | 0.07 | 0.06 | 0.79 | 0.00 | 0.00 | 0.16 | 0.16 | 0.00 | 0.04 | 0.04 | — | 161 | 161 | < 0.005 | 0.01 | 0.28 | 163 |
| Vendor | < 0.005 | < 0.005 | 0.10 | 0.03 | < 0.005 | < 0.005 | 0.02 | 0.02 | < 0.005 | 0.01 | 0.01 | — | 78.9 | 78.9 | < 0.005 | 0.01 | 0.09 | 82.5 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.01 | 0.01 | 0.01 | 0.15 | 0.00 | 0.00 | 0.03 | 0.03 | 0.00 | 0.01 | 0.01 | — | 26.6 | 26.6 | < 0.005 | < 0.005 | 0.05 | 27.0 |
| Vendor | < 0.005 | < 0.005 | 0.02 | 0.01 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | < 0.005 | — | 13.1 | 13.1 | < 0.005 | < 0.005 | 0.02 | 13.7 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

3.11. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|------|-------|-------|-------|--------|--------|--------|------|-------|-------|------|------|------|-------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.95 | 0.80 | 7.45 | 9.98 | 0.01 | 0.35 | — | 0.35 | 0.32 | — | 0.32 | — | 1,511 | 1,511 | 0.06 | 0.01 | — | 1,517 |
| Paving | — | 0.00 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

Tracy Senior Housing Detailed Report, 12/7/2023
Attachment E

| | | | | | | | | | | | | | | | | | | |
|---------------------|---------|---------|---------|------|---------|---------|---------|---------|---------|---------|---------|---|------|------|---------|---------|---------|------|
| Off-Road Equipment | 0.05 | 0.04 | 0.41 | 0.55 | < 0.005 | 0.02 | — | 0.02 | 0.02 | — | 0.02 | — | 82.8 | 82.8 | < 0.005 | < 0.005 | — | 83.1 |
| Paving | — | 0.00 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.01 | 0.01 | 0.07 | 0.10 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 13.7 | 13.7 | < 0.005 | < 0.005 | — | 13.8 |
| Paving | — | 0.00 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.07 | 0.06 | 0.04 | 0.78 | 0.00 | 0.00 | 0.13 | 0.13 | 0.00 | 0.03 | 0.03 | — | 139 | 139 | 0.01 | 0.01 | 0.52 | 141 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.03 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | < 0.005 | < 0.005 | — | 7.04 | 7.04 | < 0.005 | < 0.005 | 0.01 | 7.15 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.01 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 1.17 | 1.17 | < 0.005 | < 0.005 | < 0.005 | 1.18 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

3.13. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|-------------------------|---------|---------|------|------|---------|---------|-------|---------|---------|--------|---------|------|-------|------|---------|---------|------|------|
| Onsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.15 | 0.13 | 0.88 | 1.14 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 134 | 134 | 0.01 | < 0.005 | — | 134 |
| Architect ural Coatings | — | 33.0 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | 0.01 | 0.01 | 0.05 | 0.06 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 7.32 | 7.32 | < 0.005 | < 0.005 | — | 7.34 |
| Architect ural Coatings | — | 1.81 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Off-Road Equipment | < 0.005 | < 0.005 | 0.01 | 0.01 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 1.21 | 1.21 | < 0.005 | < 0.005 | — | 1.22 |
| Architect ural Coatings | — | 0.33 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|---------------------|---------|---------|---------|------|------|------|---------|---------|------|---------|---------|---|------|------|---------|---------|---------|------|
| Onsite truck | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Offsite | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | 0.07 | 0.07 | 0.04 | 0.83 | 0.00 | 0.00 | 0.13 | 0.13 | 0.00 | 0.03 | 0.03 | — | 147 | 147 | 0.01 | 0.01 | 0.55 | 149 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.04 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | < 0.005 | < 0.005 | — | 7.44 | 7.44 | < 0.005 | < 0.005 | 0.01 | 7.55 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Worker | < 0.005 | < 0.005 | < 0.005 | 0.01 | 0.00 | 0.00 | < 0.005 | < 0.005 | 0.00 | < 0.005 | < 0.005 | — | 1.23 | 1.23 | < 0.005 | < 0.005 | < 0.005 | 1.25 |
| Vendor | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Hauling | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | — | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|----------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
|----------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|

| | | | | | | | | | | | | | | | | | | |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|---|-------|-------|------|------|------|-------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | 1.75 | 1.60 | 1.65 | 15.2 | 0.04 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,575 | 3,575 | 0.13 | 0.16 | 13.5 | 3,639 |
| Total | 1.75 | 1.60 | 1.65 | 15.2 | 0.04 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,575 | 3,575 | 0.13 | 0.16 | 13.5 | 3,639 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | 1.63 | 1.48 | 1.91 | 13.0 | 0.03 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,315 | 3,315 | 0.15 | 0.17 | 0.35 | 3,370 |
| Total | 1.63 | 1.48 | 1.91 | 13.0 | 0.03 | 0.03 | 2.88 | 2.91 | 0.03 | 0.73 | 0.76 | — | 3,315 | 3,315 | 0.15 | 0.17 | 0.35 | 3,370 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | 0.30 | 0.27 | 0.33 | 2.39 | 0.01 | 0.01 | 0.52 | 0.53 | 0.01 | 0.13 | 0.14 | — | 559 | 559 | 0.02 | 0.03 | 0.96 | 569 |
| Total | 0.30 | 0.27 | 0.33 | 2.39 | 0.01 | 0.01 | 0.52 | 0.53 | 0.01 | 0.13 | 0.14 | — | 559 | 559 | 0.02 | 0.03 | 0.96 | 569 |

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|------|------|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | 278 | 278 | 0.04 | 0.01 | — | 280 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | 278 | 278 | 0.04 | 0.01 | — | 280 |

| | | | | | | | | | | | | | | | | | | |
|---------------------|---|---|---|---|---|---|---|---|---|---|---|---|------|------|------|---------|---|------|
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | 278 | 278 | 0.04 | 0.01 | — | 280 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | 278 | 278 | 0.04 | 0.01 | — | 280 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | 46.0 | 46.0 | 0.01 | < 0.005 | — | 46.4 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | 46.0 | 46.0 | 0.01 | < 0.005 | — | 46.4 |

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|------|------|------|------|---------|-------|-------|-------|--------|--------|--------|------|-------|------|------|---------|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 486 | 486 | 0.04 | < 0.005 | — | 488 |
| Total | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 486 | 486 | 0.04 | < 0.005 | — | 488 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 486 | 486 | 0.04 | < 0.005 | — | 488 |
| Total | 0.04 | 0.02 | 0.38 | 0.16 | < 0.005 | 0.03 | — | 0.03 | 0.03 | — | 0.03 | — | 486 | 486 | 0.04 | < 0.005 | — | 488 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|------------|------|---------|------|------|---------|------|---|------|------|---|------|---|------|------|------|---------|---|------|
| Apartments | 0.01 | < 0.005 | 0.07 | 0.03 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 80.5 | 80.5 | 0.01 | < 0.005 | — | 80.7 |
| Total | 0.01 | < 0.005 | 0.07 | 0.03 | < 0.005 | 0.01 | — | 0.01 | 0.01 | — | 0.01 | — | 80.5 | 80.5 | 0.01 | < 0.005 | — | 80.7 |

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Source | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|------------------------|------|------|------|------|---------|---------|-------|---------|---------|--------|---------|------|-------|------|---------|---------|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Consumer Products | — | 2.26 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Architectural Coatings | — | 0.18 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Landscape Equipment | 0.59 | 0.56 | 0.06 | 6.23 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 16.7 | 16.7 | < 0.005 | < 0.005 | — | 16.7 |
| Total | 0.59 | 3.00 | 0.06 | 6.23 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 16.7 | 16.7 | < 0.005 | < 0.005 | — | 16.7 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Consumer Products | — | 2.26 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Architectural Coatings | — | 0.18 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | 2.44 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|------------------------|------|------|------|------|---------|---------|---|---------|---------|---|---------|---|------|------|---------|---------|---|------|
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Consumer Products | — | 0.41 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Architectural Coatings | — | 0.03 | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Landscape Equipment | 0.05 | 0.05 | 0.01 | 0.56 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 1.36 | 1.36 | < 0.005 | < 0.005 | — | 1.37 |
| Total | 0.05 | 0.50 | 0.01 | 0.56 | < 0.005 | < 0.005 | — | < 0.005 | < 0.005 | — | < 0.005 | — | 1.36 | 1.36 | < 0.005 | < 0.005 | — | 1.37 |

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|------|------|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 8.57 | 8.85 | 17.4 | 0.88 | 0.02 | — | 45.7 |

| | | | | | | | | | | | | | | | | | | |
|------------------------|---|---|---|---|---|---|---|---|---|---|---|------|------|------|------|---------|---|------|
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 1.42 | 1.47 | 2.89 | 0.15 | < 0.005 | — | 7.57 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 1.42 | 1.47 | 2.89 | 0.15 | < 0.005 | — | 7.57 |

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|------------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|------|------|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 43.8 | 0.00 | 43.8 | 4.38 | 0.00 | — | 153 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | 7.25 | 0.00 | 7.25 | 0.72 | 0.00 | — | 25.4 |
| Total | — | — | — | — | — | — | — | — | — | — | — | 7.25 | 0.00 | 7.25 | 0.72 | 0.00 | — | 25.4 |

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|------|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.76 | 0.76 |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Apartments Mid Rise | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.13 | 0.13 |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | 0.13 | 0.13 |

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Vegetation | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Total | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Species | TOG | ROG | NOx | CO | SO2 | PM10E | PM10D | PM10T | PM2.5E | PM2.5D | PM2.5T | BCO2 | NBCO2 | CO2T | CH4 | N2O | R | CO2e |
|---------------------|-----|-----|-----|----|-----|-------|-------|-------|--------|--------|--------|------|-------|------|-----|-----|---|------|
| Daily, Summer (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

| | | | | | | | | | | | | | | | | | | |
|---------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Remove | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |
| — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — | — |

5. Activity Data

5.1. Construction Schedule

| Phase Name | Phase Type | Start Date | End Date | Days Per Week | Work Days per Phase | Phase Description |
|-----------------------|-----------------------|------------|-----------|---------------|---------------------|-------------------|
| Demolition | Demolition | 4/1/2024 | 4/29/2024 | 5.00 | 20.0 | — |
| Site Preparation | Site Preparation | 4/30/2024 | 5/14/2024 | 5.00 | 10.0 | — |
| Grading | Grading | 5/15/2024 | 6/12/2024 | 5.00 | 20.0 | — |
| Building Construction | Building Construction | 6/13/2024 | 5/1/2025 | 5.00 | 230 | — |
| Paving | Paving | 5/2/2025 | 5/30/2025 | 5.00 | 20.0 | — |
| Architectural Coating | Architectural Coating | 5/31/2025 | 6/28/2025 | 5.00 | 20.0 | — |

5.2. Off-Road Equipment

5.2.1. Unmitigated

| Phase Name | Equipment Type | Fuel Type | Engine Tier | Number per Day | Hours Per Day | Horsepower | Load Factor |
|-----------------------|---------------------------|-----------|-------------|----------------|---------------|------------|-------------|
| Demolition | Rubber Tired Dozers | Diesel | Average | 2.00 | 8.00 | 367 | 0.40 |
| Demolition | Excavators | Diesel | Average | 3.00 | 8.00 | 36.0 | 0.38 |
| Demolition | Concrete/Industrial Saws | Diesel | Average | 1.00 | 8.00 | 33.0 | 0.73 |
| Site Preparation | Rubber Tired Dozers | Diesel | Average | 3.00 | 8.00 | 367 | 0.40 |
| Site Preparation | Tractors/Loaders/Backhoes | Diesel | Average | 4.00 | 8.00 | 84.0 | 0.37 |
| Grading | Graders | Diesel | Average | 1.00 | 8.00 | 148 | 0.41 |
| Grading | Excavators | Diesel | Average | 1.00 | 8.00 | 36.0 | 0.38 |
| Grading | Tractors/Loaders/Backhoes | Diesel | Average | 3.00 | 8.00 | 84.0 | 0.37 |
| Grading | Rubber Tired Dozers | Diesel | Average | 1.00 | 8.00 | 367 | 0.40 |
| Building Construction | Forklifts | Diesel | Average | 3.00 | 8.00 | 82.0 | 0.20 |
| Building Construction | Generator Sets | Diesel | Average | 1.00 | 8.00 | 14.0 | 0.74 |
| Building Construction | Cranes | Diesel | Average | 1.00 | 7.00 | 367 | 0.29 |
| Building Construction | Welders | Diesel | Average | 1.00 | 8.00 | 46.0 | 0.45 |

| | | | | | | | |
|-----------------------|------------------------|--------|---------|------|------|------|------|
| Building Construction | Tractors/Loaders/Backh | Diesel | Average | 3.00 | 7.00 | 84.0 | 0.37 |
| Paving | Pavers | Diesel | Average | 2.00 | 8.00 | 81.0 | 0.42 |
| Paving | Paving Equipment | Diesel | Average | 2.00 | 8.00 | 89.0 | 0.36 |
| Paving | Rollers | Diesel | Average | 2.00 | 8.00 | 36.0 | 0.38 |
| Architectural Coating | Air Compressors | Diesel | Average | 1.00 | 6.00 | 37.0 | 0.48 |

5.3. Construction Vehicles

5.3.1. Unmitigated

| Phase Name | Trip Type | One-Way Trips per Day | Miles per Trip | Vehicle Mix |
|-----------------------|--------------|-----------------------|----------------|---------------|
| Demolition | — | — | — | — |
| Demolition | Worker | 15.0 | 11.9 | LDA,LDT1,LDT2 |
| Demolition | Vendor | — | 9.10 | HHDT,MHDT |
| Demolition | Hauling | 6.05 | 20.0 | HHDT |
| Demolition | Onsite truck | — | — | HHDT |
| Site Preparation | — | — | — | — |
| Site Preparation | Worker | 17.5 | 11.9 | LDA,LDT1,LDT2 |
| Site Preparation | Vendor | — | 9.10 | HHDT,MHDT |
| Site Preparation | Hauling | 0.00 | 20.0 | HHDT |
| Site Preparation | Onsite truck | — | — | HHDT |
| Grading | — | — | — | — |
| Grading | Worker | 15.0 | 11.9 | LDA,LDT1,LDT2 |
| Grading | Vendor | — | 9.10 | HHDT,MHDT |
| Grading | Hauling | 0.00 | 20.0 | HHDT |
| Grading | Onsite truck | — | — | HHDT |
| Building Construction | — | — | — | — |
| Building Construction | Worker | 79.2 | 11.9 | LDA,LDT1,LDT2 |

| | | | | |
|-----------------------|--------------|------|------|---------------|
| Building Construction | Vendor | 11.8 | 9.10 | HHDT,MHDT |
| Building Construction | Hauling | 0.00 | 20.0 | HHDT |
| Building Construction | Onsite truck | — | — | HHDT |
| Paving | — | — | — | — |
| Paving | Worker | 15.0 | 11.9 | LDA,LDT1,LDT2 |
| Paving | Vendor | — | 9.10 | HHDT,MHDT |
| Paving | Hauling | 0.00 | 20.0 | HHDT |
| Paving | Onsite truck | — | — | HHDT |
| Architectural Coating | — | — | — | — |
| Architectural Coating | Worker | 15.8 | 11.9 | LDA,LDT1,LDT2 |
| Architectural Coating | Vendor | — | 9.10 | HHDT,MHDT |
| Architectural Coating | Hauling | 0.00 | 20.0 | HHDT |
| Architectural Coating | Onsite truck | — | — | HHDT |

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

| Phase Name | Residential Interior Area Coated (sq ft) | Residential Exterior Area Coated (sq ft) | Non-Residential Interior Area Coated (sq ft) | Non-Residential Exterior Area Coated (sq ft) | Parking Area Coated (sq ft) |
|-----------------------|--|--|--|--|-----------------------------|
| Architectural Coating | 213,840 | 71,280 | 0.00 | 0.00 | — |

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

| Phase Name | Material Imported (Ton of Debris) | Material Exported (Ton of Debris) | Acres Graded (acres) | Material Demolished (Building Square Footage) | Acres Paved (acres) |
|------------|-----------------------------------|-----------------------------------|----------------------|---|---------------------|
|------------|-----------------------------------|-----------------------------------|----------------------|---|---------------------|

| | | | | | |
|------------------|------|------|------|--------|---|
| Demolition | 0.00 | 0.00 | 0.00 | 10,500 | — |
| Site Preparation | 0.00 | 0.00 | 15.0 | 0.00 | — |
| Grading | 0.00 | 0.00 | 20.0 | 0.00 | — |
| Paving | 0.00 | 0.00 | 0.00 | 0.00 | — |

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

| Land Use | Area Paved (acres) | % Asphalt |
|---------------------|--------------------|-----------|
| Apartments Mid Rise | — | 0% |

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

| Year | kWh per Year | CO2 | CH4 | N2O |
|------|--------------|-----|------|---------|
| 2024 | 0.00 | 204 | 0.03 | < 0.005 |
| 2025 | 0.00 | 204 | 0.03 | < 0.005 |

5.9. Operational Mobile Sources

5.9.1. Unmitigated

| Land Use Type | Trips/Weekday | Trips/Saturday | Trips/Sunday | Trips/Year | VMT/Weekday | VMT/Saturday | VMT/Sunday | VMT/Year |
|---------------------|---------------|----------------|--------------|------------|-------------|--------------|------------|-----------|
| Apartments Mid Rise | 356 | 356 | 356 | 130,086 | 4,046 | 4,046 | 4,046 | 1,476,728 |

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

| Residential Interior Area Coated (sq ft) | Residential Exterior Area Coated (sq ft) | Non-Residential Interior Area Coated (sq ft) | Non-Residential Exterior Area Coated (sq ft) | Parking Area Coated (sq ft) |
|--|--|--|--|-----------------------------|
| 213840 | 71,280 | 0.00 | 0.00 | — |

5.10.3. Landscape Equipment

| Season | Unit | Value |
|-------------|--------|-------|
| Snow Days | day/yr | 0.00 |
| Summer Days | day/yr | 180 |

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

| Land Use | Electricity (kWh/yr) | CO2 | CH4 | N2O | Natural Gas (kBTU/yr) |
|---------------------|----------------------|-----|--------|--------|-----------------------|
| Apartments Mid Rise | 496,959 | 204 | 0.0330 | 0.0040 | 1,517,174 |

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

| Land Use | Indoor Water (gal/year) | Outdoor Water (gal/year) |
|---------------------|-------------------------|--------------------------|
| Apartments Mid Rise | 4,474,115 | 720,518 |

5.13. Operational Waste Generation

5.13.1. Unmitigated

| Land Use | Waste (ton/year) | Cogeneration (kWh/year) |
|---------------------|------------------|-------------------------|
| Apartments Mid Rise | 81.3 | — |

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

| Land Use Type | Equipment Type | Refrigerant | GWP | Quantity (kg) | Operations Leak Rate | Service Leak Rate | Times Serviced |
|---------------------|---|-------------|-------|---------------|----------------------|-------------------|----------------|
| Apartments Mid Rise | Average room A/C & Other residential A/C and heat pumps | R-410A | 2,088 | < 0.005 | 2.50 | 2.50 | 10.0 |
| Apartments Mid Rise | Household refrigerators and/or freezers | R-134a | 1,430 | 0.12 | 0.60 | 0.00 | 1.00 |

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

| Equipment Type | Fuel Type | Engine Tier | Number per Day | Hours Per Day | Horsepower | Load Factor |
|----------------|-----------|-------------|----------------|---------------|------------|-------------|
|----------------|-----------|-------------|----------------|---------------|------------|-------------|

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

| Equipment Type | Fuel Type | Number per Day | Hours per Day | Hours per Year | Horsepower | Load Factor |
|----------------|-----------|----------------|---------------|----------------|------------|-------------|
|----------------|-----------|----------------|---------------|----------------|------------|-------------|

5.16.2. Process Boilers

| Equipment Type | Fuel Type | Number | Boiler Rating (MMBtu/hr) | Daily Heat Input (MMBtu/day) | Annual Heat Input (MMBtu/yr) |
|----------------|-----------|--------|--------------------------|------------------------------|------------------------------|
|----------------|-----------|--------|--------------------------|------------------------------|------------------------------|

5.17. User Defined

| Equipment Type | Fuel Type |
|----------------|-----------|
|----------------|-----------|

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

| Vegetation Land Use Type | Vegetation Soil Type | Initial Acres | Final Acres |
|--------------------------|----------------------|---------------|-------------|
|--------------------------|----------------------|---------------|-------------|

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

| Biomass Cover Type | Initial Acres | Final Acres |
|--------------------|---------------|-------------|
|--------------------|---------------|-------------|

5.18.2. Sequestration

5.18.2.1. Unmitigated

| Tree Type | Number | Electricity Saved (kWh/year) | Natural Gas Saved (btu/year) |
|-----------|--------|------------------------------|------------------------------|
|-----------|--------|------------------------------|------------------------------|

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

| Climate Hazard | Result for Project Location | Unit |
|------------------------------|-----------------------------|-----------------------------|
| Temperature and Extreme Heat | 23.2 | annual days of extreme heat |

| | | |
|-----------------------|------|--|
| Extreme Precipitation | 0.55 | annual days with precipitation above 20 mm |
| Sea Level Rise | — | meters of inundation depth |
| Wildfire | 7.59 | annual hectares burned |

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters

Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

| Climate Hazard | Exposure Score | Sensitivity Score | Adaptive Capacity Score | Vulnerability Score |
|------------------------------|----------------|-------------------|-------------------------|---------------------|
| Temperature and Extreme Heat | 1 | 0 | 0 | N/A |
| Extreme Precipitation | N/A | N/A | N/A | N/A |
| Sea Level Rise | N/A | N/A | N/A | N/A |
| Wildfire | N/A | N/A | N/A | N/A |
| Flooding | 0 | 0 | 0 | N/A |
| Drought | 0 | 0 | 0 | N/A |
| Snowpack Reduction | N/A | N/A | N/A | N/A |
| Air Quality Degradation | 0 | 0 | 0 | N/A |

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

| Climate Hazard | Exposure Score | Sensitivity Score | Adaptive Capacity Score | Vulnerability Score |
|------------------------------|----------------|-------------------|-------------------------|---------------------|
| Temperature and Extreme Heat | 1 | 1 | 1 | 2 |
| Extreme Precipitation | N/A | N/A | N/A | N/A |
| Sea Level Rise | N/A | N/A | N/A | N/A |
| Wildfire | N/A | N/A | N/A | N/A |
| Flooding | 1 | 1 | 1 | 2 |
| Drought | 1 | 1 | 1 | 2 |
| Snowpack Reduction | N/A | N/A | N/A | N/A |
| Air Quality Degradation | 1 | 1 | 1 | 2 |

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.

The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.

The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

| Indicator | Result for Project Census Tract |
|---------------------|---------------------------------|
| Exposure Indicators | — |
| AQ-Ozone | 62.5 |
| AQ-PM | 38.5 |
| AQ-DPM | 60.6 |
| Drinking Water | 20.7 |
| Lead Risk Housing | 67.4 |
| Pesticides | 0.00 |

| | |
|---------------------------------|------|
| Toxic Releases | 26.6 |
| Traffic | 42.8 |
| Effect Indicators | — |
| CleanUp Sites | 54.9 |
| Groundwater | 80.9 |
| Haz Waste Facilities/Generators | 26.7 |
| Impaired Water Bodies | 0.00 |
| Solid Waste | 2.52 |
| Sensitive Population | — |
| Asthma | 90.0 |
| Cardio-vascular | 74.6 |
| Low Birth Weights | 45.3 |
| Socioeconomic Factor Indicators | — |
| Education | 75.3 |
| Housing | 55.5 |
| Linguistic | 56.9 |
| Poverty | 83.2 |
| Unemployment | 82.7 |

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

| Indicator | Result for Project Census Tract |
|---------------|---------------------------------|
| Economic | — |
| Above Poverty | 35.81419222 |
| Employed | 21.69896061 |
| Median HI | 37.04606698 |
| Education | — |

| | |
|--|-------------|
| Bachelor's or higher | 29.0645451 |
| High school enrollment | 100 |
| Preschool enrollment | 9.547029385 |
| Transportation | — |
| Auto Access | 83.51084306 |
| Active commuting | 16.80995765 |
| Social | — |
| 2-parent households | 42.28153471 |
| Voting | 41.03682792 |
| Neighborhood | — |
| Alcohol availability | 40.42089054 |
| Park access | 81.35506224 |
| Retail density | 65.27653022 |
| Supermarket access | 83.43385089 |
| Tree canopy | 76.50455537 |
| Housing | — |
| Homeownership | 44.65546003 |
| Housing habitability | 58.00076992 |
| Low-inc homeowner severe housing cost burden | 89.83703323 |
| Low-inc renter severe housing cost burden | 73.51469267 |
| Uncrowded housing | 31.19466188 |
| Health Outcomes | — |
| Insured adults | 33.3504427 |
| Arthritis | 43.8 |
| Asthma ER Admissions | 4.4 |
| High Blood Pressure | 26.8 |
| Cancer (excluding skin) | 66.1 |

| | |
|---------------------------------------|------|
| Asthma | 27.9 |
| Coronary Heart Disease | 54.4 |
| Chronic Obstructive Pulmonary Disease | 35.3 |
| Diagnosed Diabetes | 39.3 |
| Life Expectancy at Birth | 32.2 |
| Cognitively Disabled | 62.4 |
| Physically Disabled | 22.7 |
| Heart Attack ER Admissions | 12.7 |
| Mental Health Not Good | 29.3 |
| Chronic Kidney Disease | 55.3 |
| Obesity | 18.0 |
| Pedestrian Injuries | 19.6 |
| Physical Health Not Good | 32.1 |
| Stroke | 45.2 |
| Health Risk Behaviors | — |
| Binge Drinking | 50.7 |
| Current Smoker | 24.8 |
| No Leisure Time for Physical Activity | 24.7 |
| Climate Change Exposures | — |
| Wildfire Risk | 0.0 |
| SLR Inundation Area | 0.0 |
| Children | 45.9 |
| Elderly | 75.9 |
| English Speaking | 40.7 |
| Foreign-born | 53.0 |
| Outdoor Workers | 30.6 |
| Climate Change Adaptive Capacity | — |

| | |
|--------------------------|------|
| Impervious Surface Cover | 40.3 |
| Traffic Density | 35.6 |
| Traffic Access | 0.0 |
| Other Indices | — |
| Hardship | 72.6 |
| Other Decision Support | — |
| 2016 Voting | 22.6 |

7.3. Overall Health & Equity Scores

| Metric | Result for Project Census Tract |
|---|---------------------------------|
| CalEnviroScreen 4.0 Score for Project Location (a) | 65.0 |
| Healthy Places Index Score for Project Location (b) | 35.0 |
| Project Located in a Designated Disadvantaged Community (Senate Bill 535) | No |
| Project Located in a Low-Income Community (Assembly Bill 1550) | No |
| Project Located in a Community Air Protection Program Community (Assembly Bill 617) | No |

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
 b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

| Screen | Justification |
|--------|---------------|
|--------|---------------|

| | |
|--------------------------|--|
| Land Use | Lot acreage is 6.85 acres. |
| Operations: Vehicle Data | For the sake of a more conservative analysis, the existing project vehicle trips were not netted out from the proposed Project operational trip rates. Trips rates provided by Traffic Study prepared by Kimley Horn (3.24 daily trips per residence), |
| Operations: Hearths | No hearths. |

Source: EMFAC2021 (v1.0.2) Emissions Inventory

Region Type: Sub-Area

Region: San Joaquin (SJV)

Calendar Year: 2024

Season: Annual

Vehicle Classification: EMFAC202x Categories

Units: miles/day for CVMT and EVMT, trips/day for Trips, kWh/day for Energy Consumption, tons/day for Emissions, 1000 gallons/day for Fuel Consumption

| Region | Calendar Year | Vehicle Category | Model Year | Speed | Fuel | Population | Total VMT | Fuel Consumption | MPG (Derived) |
|-------------------|---------------|------------------------|------------|-----------|----------|-------------|-------------|------------------|---------------|
| San Joaquin (SJV) | 2024 | All Other Buses | Aggregate | Aggregate | Diesel | 65.05222502 | 3428.444696 | 0.394675604 | 8.69 |
| San Joaquin (SJV) | 2024 | LDA | Aggregate | Aggregate | Gasoline | 247012.0846 | 10048544.61 | 343.6270786 | 29.24 |
| San Joaquin (SJV) | 2024 | LDA | Aggregate | Aggregate | Diesel | 662.6899919 | 21573.25495 | 0.501839499 | 42.99 |
| San Joaquin (SJV) | 2024 | LDT1 | Aggregate | Aggregate | Gasoline | 21456.49018 | 717056.3787 | 29.4159226 | 24.38 |
| San Joaquin (SJV) | 2024 | LDT1 | Aggregate | Aggregate | Diesel | 5.633733188 | 62.92292074 | 0.002565124 | 24.53 |
| San Joaquin (SJV) | 2024 | LDT2 | Aggregate | Aggregate | Gasoline | 102901.1101 | 4166165.024 | 174.9447245 | 23.81 |
| San Joaquin (SJV) | 2024 | LDT2 | Aggregate | Aggregate | Diesel | 286.987515 | 12717.11324 | 0.385547294 | 32.98 |
| San Joaquin (SJV) | 2024 | LHD1 | Aggregate | Aggregate | Gasoline | 9641.660065 | 340622.7164 | 36.05181334 | 9.45 |
| San Joaquin (SJV) | 2024 | LHD1 | Aggregate | Aggregate | Diesel | 8656.00688 | 302559.269 | 19.07627031 | 15.86 |
| San Joaquin (SJV) | 2024 | LHD2 | Aggregate | Aggregate | Gasoline | 1150.998132 | 40352.62191 | 4.767420056 | 8.46 |
| San Joaquin (SJV) | 2024 | LHD2 | Aggregate | Aggregate | Diesel | 3118.358677 | 114286.0331 | 8.708041628 | 13.12 |
| San Joaquin (SJV) | 2024 | MCY | Aggregate | Aggregate | Gasoline | 12062.21076 | 65353.43213 | 1.623503572 | 40.25 |
| San Joaquin (SJV) | 2024 | MDV | Aggregate | Aggregate | Gasoline | 93457.86813 | 3290392.694 | 172.5699306 | 19.07 |
| San Joaquin (SJV) | 2024 | MDV | Aggregate | Aggregate | Diesel | 1392.771352 | 53244.94495 | 2.200486663 | 24.20 |
| San Joaquin (SJV) | 2024 | MH | Aggregate | Aggregate | Gasoline | 1422.457887 | 12431.65886 | 2.817578923 | 4.41 |
| San Joaquin (SJV) | 2024 | MH | Aggregate | Aggregate | Diesel | 637.8145601 | 5565.076859 | 0.591984802 | 9.40 |
| San Joaquin (SJV) | 2024 | Motor Coach | Aggregate | Aggregate | Diesel | 17.9321887 | 2501.984796 | 0.454968807 | 5.50 |
| San Joaquin (SJV) | 2024 | OBUS | Aggregate | Aggregate | Gasoline | 177.3165445 | 7727.16438 | 1.627277957 | 4.75 |
| San Joaquin (SJV) | 2024 | PTO | Aggregate | Aggregate | Diesel | 0 | 19970.46672 | 4.00727503 | 4.98 |
| San Joaquin (SJV) | 2024 | SBUS | Aggregate | Aggregate | Gasoline | 129.6913882 | 7167.249263 | 0.704616753 | 10.17 |
| San Joaquin (SJV) | 2024 | SBUS | Aggregate | Aggregate | Diesel | 489.5027098 | 10928.5849 | 1.334007114 | 8.19 MHD |
| San Joaquin (SJV) | 2024 | T6 CAIRP Class 4 | Aggregate | Aggregate | Diesel | 10.4258013 | 692.5730592 | 0.077624843 | 8.92 8.49 |
| San Joaquin (SJV) | 2024 | T6 CAIRP Class 5 | Aggregate | Aggregate | Diesel | 13.90870419 | 950.7974883 | 0.106548597 | 8.92 |
| San Joaquin (SJV) | 2024 | T6 CAIRP Class 6 | Aggregate | Aggregate | Diesel | 45.47581648 | 2476.537004 | 0.273307239 | 9.06 |
| San Joaquin (SJV) | 2024 | T6 CAIRP Class 7 | Aggregate | Aggregate | Diesel | 76.65849176 | 15605.60454 | 1.610472397 | 9.69 |
| San Joaquin (SJV) | 2024 | T6 Instate Delivery Cl | Aggregate | Aggregate | Diesel | 248.0416093 | 8390.384435 | 1.014382441 | 8.27 |
| San Joaquin (SJV) | 2024 | T6 Instate Delivery Cl | Aggregate | Aggregate | Diesel | 159.232235 | 5459.954804 | 0.663149843 | 8.23 |
| San Joaquin (SJV) | 2024 | T6 Instate Delivery Cl | Aggregate | Aggregate | Diesel | 695.0120144 | 23687.85018 | 2.864213626 | 8.27 |
| San Joaquin (SJV) | 2024 | T6 Instate Delivery Cl | Aggregate | Aggregate | Diesel | 123.4336087 | 6821.359167 | 0.81523187 | 8.37 |
| San Joaquin (SJV) | 2024 | T6 Instate Other Clas | Aggregate | Aggregate | Diesel | 451.1129727 | 18663.28795 | 2.191013074 | 8.52 |
| San Joaquin (SJV) | 2024 | T6 Instate Other Clas | Aggregate | Aggregate | Diesel | 1201.861539 | 52691.78205 | 6.167338558 | 8.54 |
| San Joaquin (SJV) | 2024 | T6 Instate Other Clas | Aggregate | Aggregate | Diesel | 923.0227284 | 39128.69519 | 4.555077658 | 8.59 |
| San Joaquin (SJV) | 2024 | T6 Instate Other Clas | Aggregate | Aggregate | Diesel | 576.3302588 | 26029.21041 | 2.982693496 | 8.73 |
| San Joaquin (SJV) | 2024 | T6 Instate Tractor Cl: | Aggregate | Aggregate | Diesel | 10.8446098 | 517.545082 | 0.060838227 | 8.51 |
| San Joaquin (SJV) | 2024 | T6 Instate Tractor Cl: | Aggregate | Aggregate | Diesel | 714.3465289 | 43555.15195 | 4.826227026 | 9.02 |
| San Joaquin (SJV) | 2024 | T6 OOS Class 4 | Aggregate | Aggregate | Diesel | 6.054636746 | 398.8706276 | 0.04448499 | 8.97 |
| San Joaquin (SJV) | 2024 | T6 OOS Class 5 | Aggregate | Aggregate | Diesel | 8.039716641 | 547.1787746 | 0.061063112 | 8.96 |
| San Joaquin (SJV) | 2024 | T6 OOS Class 6 | Aggregate | Aggregate | Diesel | 26.41414681 | 1429.793793 | 0.156729016 | 9.12 |
| San Joaquin (SJV) | 2024 | T6 OOS Class 7 | Aggregate | Aggregate | Diesel | 41.42374128 | 10396.37881 | 1.065076157 | 9.76 |
| San Joaquin (SJV) | 2024 | T6 Public Class 4 | Aggregate | Aggregate | Diesel | 31.56333135 | 1053.78498 | 0.138898444 | 7.59 |
| San Joaquin (SJV) | 2024 | T6 Public Class 5 | Aggregate | Aggregate | Diesel | 76.95816953 | 2782.913848 | 0.359655019 | 7.74 |
| San Joaquin (SJV) | 2024 | T6 Public Class 6 | Aggregate | Aggregate | Diesel | 125.5221254 | 4449.870691 | 0.571506625 | 7.79 |
| San Joaquin (SJV) | 2024 | T6 Public Class 7 | Aggregate | Aggregate | Diesel | 150.3174424 | 6760.620338 | 0.870575173 | 7.77 |
| San Joaquin (SJV) | 2024 | T6 Utility Class 5 | Aggregate | Aggregate | Diesel | 33.65509289 | 1370.025298 | 0.154664523 | 8.86 |
| San Joaquin (SJV) | 2024 | T6 Utility Class 6 | Aggregate | Aggregate | Diesel | 6.378562647 | 258.4995427 | 0.029097101 | 8.88 |
| San Joaquin (SJV) | 2024 | T6 Utility Class 7 | Aggregate | Aggregate | Diesel | 7.241994207 | 359.7153567 | 0.040236892 | 8.94 |
| San Joaquin (SJV) | 2024 | T6TS | Aggregate | Aggregate | Gasoline | 543.942625 | 27420.2383 | 5.79393515 | 4.73 HHD |
| San Joaquin (SJV) | 2024 | T7 CAIRP Class 8 | Aggregate | Aggregate | Diesel | 1534.527717 | 313079.2303 | 51.17544603 | 6.12 5.48 |
| San Joaquin (SJV) | 2024 | T7 NNOOS Class 8 | Aggregate | Aggregate | Diesel | 1373.302248 | 372186.6297 | 59.77834597 | 6.23 |
| San Joaquin (SJV) | 2024 | T7 NOOS Class 8 | Aggregate | Aggregate | Diesel | 578.3811292 | 135208.7914 | 22.07143154 | 6.13 |
| San Joaquin (SJV) | 2024 | T7 Other Port Class 8 | Aggregate | Aggregate | Diesel | 30.34238714 | 5584.705745 | 0.939576872 | 5.94 |
| San Joaquin (SJV) | 2024 | T7 POAK Class 8 | Aggregate | Aggregate | Diesel | 136.1535747 | 13506.37259 | 2.314776832 | 5.83 |
| San Joaquin (SJV) | 2024 | T7 POLA Class 8 | Aggregate | Aggregate | Diesel | 150.6817261 | 19103.13151 | 3.291418093 | 5.80 |
| San Joaquin (SJV) | 2024 | T7 Public Class 8 | Aggregate | Aggregate | Diesel | 386.4292842 | 16583.79222 | 3.181568443 | 5.21 |
| San Joaquin (SJV) | 2024 | T7 Single Concrete/T | Aggregate | Aggregate | Diesel | 120.132319 | 8584.481023 | 1.451453452 | 5.91 |
| San Joaquin (SJV) | 2024 | T7 Single Dump Class | Aggregate | Aggregate | Diesel | 503.0679595 | 30859.86722 | 5.349370415 | 5.77 |
| San Joaquin (SJV) | 2024 | T7 Single Other Class | Aggregate | Aggregate | Diesel | 1102.799233 | 57868.37225 | 9.828957612 | 5.89 |
| San Joaquin (SJV) | 2024 | T7 SWCV Class 8 | Aggregate | Aggregate | Diesel | 171.344301 | 11107.44979 | 4.365787424 | 2.54 |
| San Joaquin (SJV) | 2024 | T7 Tractor Class 8 | Aggregate | Aggregate | Diesel | 2796.388438 | 215878.9148 | 35.37410597 | 6.10 |
| San Joaquin (SJV) | 2024 | T7 Utility Class 8 | Aggregate | Aggregate | Diesel | 23.92280564 | 1090.321233 | 0.187456981 | 5.82 |
| San Joaquin (SJV) | 2024 | T7IS | Aggregate | Aggregate | Gasoline | 1.5755645 | 52.13121289 | 0.014943025 | 3.49 |
| San Joaquin (SJV) | 2024 | UBUS | Aggregate | Aggregate | Gasoline | 50.03970637 | 3769.973563 | 0.80245172 | 4.70 |
| San Joaquin (SJV) | 2024 | UBUS | Aggregate | Aggregate | Diesel | 78.70033808 | 5451.344083 | 0.604716218 | 9.01 |

On-road Mobile (Operational) Energy Usage

Note: Assumes that all vehicles that are generated as part of proposed project use gasoline as a fuel source (for simplicity), since the vast majority of vehicles generated by the project would use gasoline.

Unmitigated:

Step 1:

Therefore:

Average Daily VMT:

4,046 Source: CalEEMod

Step 2:

Given:

Fleet Mix (CalEEMod Output)

| LDA | LDT1 | LDT2 | MDV | LHD1 | LHD2 | MHD | HHD | OBUS | UBUS | MCY | SBUS | MH |
|--------|-------|--------|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 49.06% | 3.86% | 19.79% | 17.49% | 3.30% | 0.78% | 1.20% | 1.75% | 0.05% | 0.04% | 2.20% | 0.13% | 0.36% |

And:

Gasoline MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| LDA | LDT1 | LDT2 | MDV | LHD1 | LHD2 | MHD | HHD | OBUS | UBUS | MCY | SBUS | MH |
|-------|-------|-------|-------|------|------|-----|-----|------|------|-------|-------|------|
| 29.24 | 24.38 | 23.81 | 19.07 | 9.45 | 8.46 | N/A | N/A | 4.75 | 4.70 | 40.25 | 10.17 | 4.41 |

Therefore:

Weighted Average MPG Factors

Gasoline: 24.6

Step 3:

Therefore:

164 daily gallons of gasoline

or

59,955 annual gallons of gasoline

Off-road (i.e. On-site) Mobile (Construction) Energy Usage

Note: For the sake of simplicity, and as a conservative estimation, it was assumed that all off-road vehicles use diesel fuel as an energy source. Demolition, site preparation and grading off-road mobile vehicle on-site gallons of fuel are calculated below.

| | | | |
|-----------------------------|--------------------------|---------------------------------|---|
| Given Factor: | 218.3 metric tons | CO2 | (provided in CalEEMod Output File) |
| Conversion Factor: | 2204.6262 pounds | per metric ton | |
| Intermediate Result: | 481,270 pounds | CO2 | |
| Conversion Factor: | 22.38 pounds | CO2 per 1 gallon of diesel fuel | Source: U.S. EIA, 2016 |
| Final Result: | 21,504 gallons | diesel fuel | http://www.eia.gov/tools/faqs/faq.cfm?id=307&t=11 |

| Mitigated Onsite Scenario | Total CO2 (MT/yr) (provided in CalEEMod Output File) |
|---------------------------|--|
| Demolition | 31 |
| Site Preparation | 24 |
| Grading | 163 |

On-road Mobile (Construction) Energy Usage - Demolition

Note: Year 2021 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)** **Total Hauling Trips (CalEEMod Output)**
15 6

Worker Trip Length (miles) (CalEEMod Output) **Hauling Trip Length (miles) (CalEEMod Output)**
11.9 20

Therefore:
Average Worker Daily VMT: **Average Vendor Daily VMT:**
179 121

Step 2: Given:
Assumed Fleet Mix for Workers (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 | Fleet Mix for Workers (Conservative Estimate) | |
|-----|------|------|--|------------|
| 0.5 | 0.25 | 0.25 | MHD | HHD |
| | | | 0% | 100% |

And:
MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| <u>Gasoline:</u> | | | <u>Diesel:</u> | |
|------------------|-------|-------|----------------|------|
| LDA | LDT1 | LDT2 | MHD | HHD |
| 29.24 | 24.38 | 23.81 | 8.49 | 5.48 |

Therefore:
Weighted Average Worker MPG Factor **Weighted Average Hauling (Diesel) MPG Factor**
26.7 5.5

Step 3: **Therefore:**
6.7 Worker daily gallons of gasoline

Step 4: 20 # of Days (CalEEMod Output)

Result: **Therefore:** 134 Total gallons of gasoline **Therefore:** 22 Total gallons of diesel

On-road Mobile (Construction) Energy Usage - Site Preparation

Note: Year 2022 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)**

18

Worker Trip Length (miles) (CalEEMod Output)

11.9

Therefore:

Average Worker Daily VMT:

208

Step 2: Given:

Assumed Fleet Mix for Workers (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 |
|-----|------|------|
| 0.5 | 0.25 | 0.25 |

And:

Gasoline MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| LDA | LDT1 | LDT2 |
|-------|-------|-------|
| 29.24 | 24.38 | 23.81 |

Therefore:

Weighted Average Worker MPG Factor

26.67

Step 3: **Therefore:**

8 Worker daily gallons of gasoline

Step 4: 10 # of Days (CalEEMod Output)

Therefore:

Result: 78 Total gallons of gasoline

On-road Mobile (Construction) Energy Usage - Grading

Note: Year 2022 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)**

15

Worker Trip Length (miles) (CalEEMod Output)

11.9

Therefore:

Average Worker Daily VMT:

179

Step 2: Given:

Assumed Fleet Mix for Workers (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 |
|-----|------|------|
| 0.5 | 0.25 | 0.25 |

And:

Gasoline MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| LDA | LDT1 | LDT2 |
|-------|-------|-------|
| 29.24 | 24.38 | 23.81 |

Therefore:

Weighted Average Worker MPG Factor

26.67

Step 3: **Therefore:**

7 Worker daily gallons of gasoline

Step 4: 20 # of Days (CalEEMod Output)

Therefore:

Result: 134 Total gallons of gasoline

On-road Mobile (Construction) Energy Usage - Building Construction

Note: Year 2021 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)**

79

Total Daily Vendor Trips (CalEEMod Output)

12

Worker Trip Length (miles) (CalEEMod Output)

11.9

Vendor Trip Length (miles) (CalEEMod Output)

9.1

Therefore:

Average Worker Daily VMT:

942

Average Vendor Daily VMT:

107

Step 2:

Given:

Assumed Fleet Mix for Workers (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 |
|-----|------|------|
| 0.5 | 0.25 | 0.25 |

Assumed Fleet Mix for Vendors

Fleet Mix for Workers (CalEEMod Output)

| MHD | HHD |
|------|-----|
| 100% | 0% |

And:

MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

Gasoline:

| LDA | LDT1 | LDT2 |
|-------|-------|-------|
| 29.24 | 24.38 | 23.81 |

Diesel:

| MHD | HHD |
|------|------|
| 8.49 | 5.48 |

Therefore:

Weighted Average Worker (Gasoline) MPG Factor

26.7

Weighted Average Vendor (Diesel) MPG Factor

8.5

Step 3:

Therefore:

35 Worker daily gallons of gasoline

Therefore:

13 Vendor daily gallons of diesel

Step 4:

230 # of Days (CalEEMod Output)

Therefore:

8,128 Total gallons of gasoline

Therefore:

2,909 Total gallons of diesel

On-road Mobile (Construction) Energy Usage - Paving

Note: Year 2022 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)**

15

Worker Trip Length (miles) (CalEEMod Output)

11.9

Therefore:

Average Worker Daily VMT:

179

Step 2: Given:

Assumed Fleet Mix for Workers (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 |
|-----|------|------|
| 0.5 | 0.25 | 0.25 |

And:

Gasoline MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| LDA | LDT1 | LDT2 |
|-------|-------|-------|
| 29.24 | 24.38 | 23.81 |

Therefore:

Weighted Average Worker MPG Factor

26.7

Step 3: **Therefore:**

7 Worker daily gallons of gasoline

Step 4: 20 # of Days (CalEEMod Output)

Therefore:

Result: 134 Total gallons of gasoline

On-road Mobile (Construction) Energy Usage - Architectural Coatings

Note: Year 2021 MPG factors were derived for construction-related energy consumption (for the sake of a conservative estimate).

Step 1: **Total Daily Worker Trips (CalEEMod Output)** **Total Hauling Trips (CalEEMod Output)**
16 -

Worker Trip Length (miles) (CalEEMod Output) **Hauling Trip Length (miles) (CalEEMod Output)**
11.9 20

Therefore:
Average Worker Daily VMT: **Average Vendor Daily VMT:**
188 -

Step 2: Given: **Assumed Fleet Mix for Workers** (Percentage mix is provided on Appendix A: Calculation Details for CalEEMOD p. 15)

| LDA | LDT1 | LDT2 | Fleet Mix for Workers (Conservative Estimate) | |
|-----|------|------|--|------------|
| 0.5 | 0.25 | 0.25 | MHD | HHD |
| | | | 0% | 100% |

And:
MPG Factors for each Vehicle Class - Year 2024 (EMFAC2021 Output)

| <u>Gasoline:</u> | | | <u>Diesel:</u> | |
|------------------|-------|-------|----------------|------|
| LDA | LDT1 | LDT2 | MHD | HHD |
| 29.24 | 24.38 | 23.81 | 8.49 | 5.48 |

Therefore:
Weighted Average Worker MPG Factor **Weighted Average Hauling (Diesel) MPG Factor**
26.7 5.5

Step 3: **Therefore:**
7.1 Worker daily gallons of gasoline

Step 4: 20 # of Days (CalEEMod Output)

Result: 141 Total gallons of gasoline **Therefore:** - Total gallons of diesel

APPENDIX B

CEQA Transportation Analysis

MEMORANDUM

From: Frederik Venter, PE, Anthony Nuti, PE | Kimley-Horn and Associates

To: Ben Ritchie

Date: July 11, 2023

Re: 301 West Street Senior Living CEQA Transportation Analysis

1. Introduction

This memorandum presents the findings of the vehicle miles traveled (VMT) and safety analysis for the proposed 301 West Street Senior Living development (the “Project”) in Tracy, CA.

Vehicle Miles Traveled (VMT) Analysis

This memorandum documents a SB 743 compliant analysis completed for the proposed 301 West Senior Housing Development located at 301 West Street in the City of Tracy, CA. The proposed Project will demolish 15 existing multi-family dwelling units and construct 81 senior living dwelling units. The Project will provide 37 parking spaces on-site. The site will be accessed from two driveways:

- One full access driveway located along Mt. Diablo Avenue
- One full access driveway located along West Street.

With the passage of SB 743, Vehicle Miles Travelled (VMT) has become an important indicator for determining if a new development will result in a “significant transportation impact” under the California Environmental Quality Act (CEQA). This memorandum summarizes the VMT analysis and resultant findings for the proposed project.

Safety Analysis

This memorandum documents the Project’s compliance with safety requirements outline under CEQA guidance Appendix G¹ to determine if the Project substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

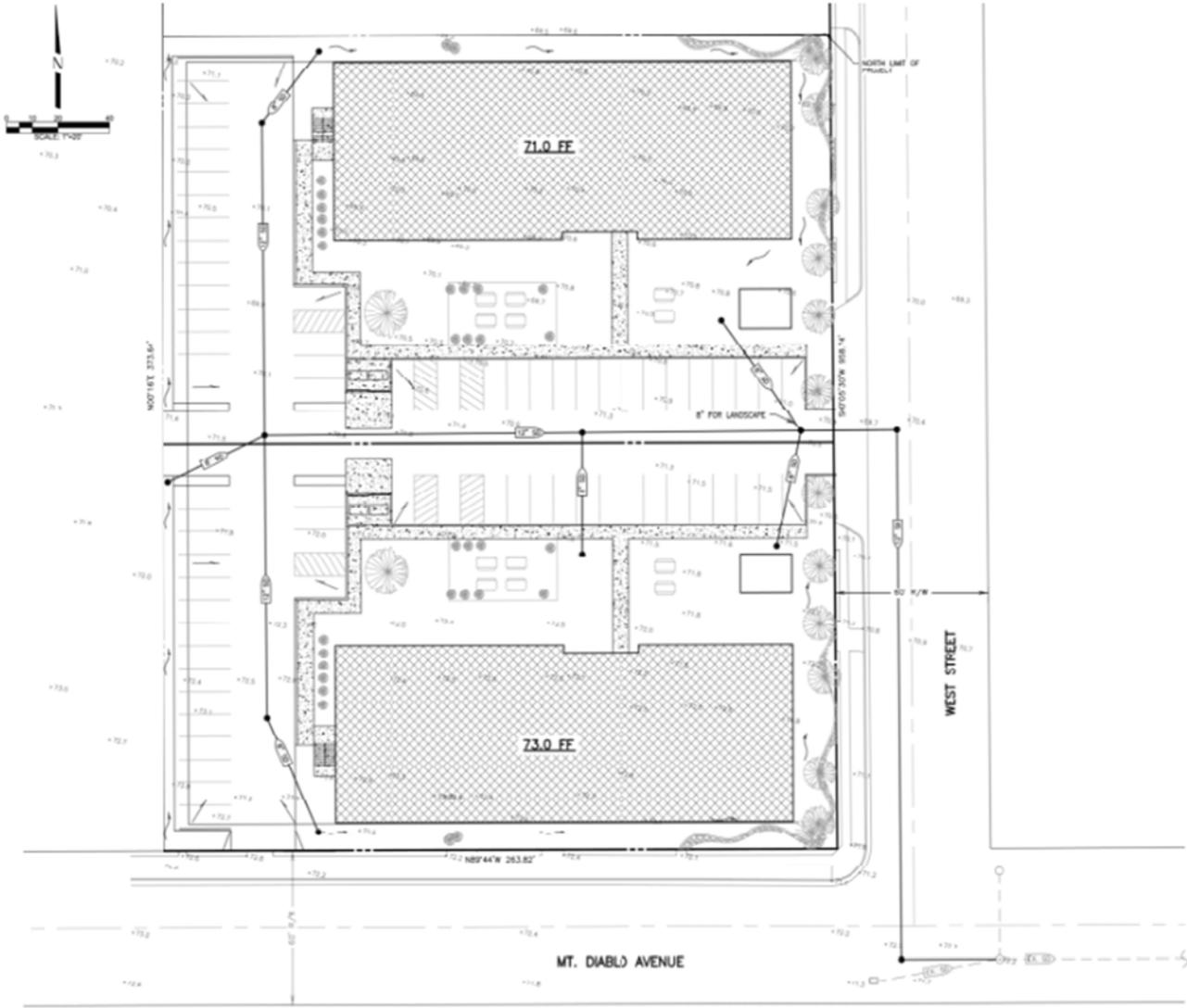
Figure 1 provides a Project vicinity map and **Figure 2** provides the Project site plan.

¹ 2023 California Environmental Quality Act (CEQA) Statute and Guidelines. Association of Environmental Professionals (AEP). January 2023. Appendix G.

Figure 1 – Project Vicinity Map



Figure 2 – Project Site Plan



2. Vehicle Miles Traveled (VMT) Analysis

Purpose of Analysis

SB 743 is part of a long-standing policy effort by the California legislature to improve California's sustainability and reduce greenhouse gas emissions through denser infill development, a reduction in single occupancy vehicles, improved mass transit, and other actions. Recognizing that the current environmental analysis techniques are, at times, encouraging development that is inconsistent with this vision, the legislature has taken the extraordinary step to change the basis of environmental analysis for transportation impacts from Level of Service (LOS) to Vehicle Miles Travelled (VMT). VMT is understood to be a good proxy for evaluating Greenhouse Gas (GHG) and other transportation related impacts that the State is actively trying to address.

In January 2019, the Natural Resources Agency finalized updates to the CEQA Guidelines including the incorporation of SB 743 modifications. The Guidelines' changes were approved by the Office of Administrative Law and are now in effect. Specific to SB 743, Section 15064.3(c) states, "A lead agency may elect to be governed by the provisions of this section immediately. The provisions apply statewide as of July 1, 2020."

To help aid lead agencies with SB 743 implementation, the Governor's Office of Planning and Research (OPR) produced the Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) that provides guidance about the variety of implementation questions they face with respect to shifting to a VMT metric. Key guidance from this document includes:

- VMT is the most appropriate metric to evaluate a project's transportation impact.
- OPR recommends tour- and trip-based travel models to estimate VMT, but ultimately defers to local agencies to determine the appropriate tools.
- OPR recommends measuring VMT for residential and office projects on a "per rate" basis.
- OPR states that by adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Generally, retail development including stores smaller than 50,000 square feet might be considered local serving.
- OPR recommends that where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact. If the project leads to a net overall increase in VMT, then the thresholds described above should apply.
- Lead agencies have the discretion to set or apply their own significance thresholds.

Methodology and Assumptions

Based on the land use information provided, for the purposes of SB 743 analysis and the determination of transportation related significant impacts, the following land uses were analyzed:

- Senoir Living Attached Housing

The Project description indicates that all dwelling units will be very low-income affordable senior housing units.

Per the *2023 CEQA Statute & Guidelines* (January 2023) published by the AEP, low-income housing is exempt from a quantitative VMT analysis and is presumed to result in a less than significant impact. This presumption is due to a low trip generation and higher use of alternative modes associated with low-income housing.

Findings

Based on the results of this analysis, the following findings are made:

- The Project applicant is proposing to construct 81 senior-living, very low income dwelling units at the Project site, replacing 15 existing multi-family units. **As the proposed Project is classified as affordable housing, it is presumed to be exempt from a quantitative VMT analysis and results in a less than significant impact.**

3. Safety Analysis

Trip Generation

Per CEQA guidance Appendix G, a safety analysis was also conducted to determine if the Project substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Project trip generation was conducted for the existing land uses and the proposed Project to determine if additional trips would be added to the existing roadway network with the addition of the Project.

The existing land use currently generates 101 daily trips, 5 AM peak hour trips (1 IN / 4 OUT) and 9 PM peak hour trips (6 In / 3 OUT).

The proposed Project land use generates 262 daily trips, 16 AM peak hour trips (5 IN / 11 OUT) and 20 PM peak hour trips (11 In / 9 OUT).

Therefore the Project will produce a net of 161 daily trips, 11 AM peak hour trips (4 IN / 7 OUT) and 11 PM peak hour trips (5 IN / 6 OUT).

Table 1 provides the trip generation table for the proposed Project.

Table 1 – Project Trip Generation

| Land Uses | ITE Land Use Code | Project Size | Daily Trips | AM Peak Hour | | | PM Peak Hour | | |
|---|-------------------|--------------|-------------|-----------------|--------------|-----------------|--------------|--|--|
| | | | | Total Peak Hour | IN / OUT | Total Peak Hour | IN / OUT | | |
| Trip Generation Rates | | | | | | | | | |
| Multifamily Housing ¹ | - | - DU | 6.74 | 0.31 | 24% / 76% | 0.59 | 63% / 37% | | |
| Senior Living Attached Housing ² | 252 | - DU | 3.24 | 0.2 | 34% / 66% | 0.25 | 56% / 44% | | |
| Existing Land Use (Trip Credits) | | | | | | | | | |
| Multifamily Housing | Model | 15 DU | (101) | (5) | (1) / (4) | (9) | (6) / (3) | | |
| Proposed Project | | | | | | | | | |
| Senior Living Attached Housing | 252 | 81 DU | 262 | 16 | 5 / 11 | 20 | 11 / 9 | | |
| Net Trips | | | 161 | 11 | 4 / 7 | 11 | 5 / 6 | | |

Notes

- Daily trips and peak hour splits based on ITE 220 (Multifamily Housing (Low-Rise) Not Close to Rail Transit). Peak Hour rates based on City of Tracy model.
- ITE Code 252 (Senior Living Attached Housing); Based on ITE average rates. No equations available.

Since it was determined that the Project increases traffic, a qualitative analysis was conducted to determine the impacts of the additional trips to the network. At most, seven (7) vehicles will be added to the AM peak hour out volumes, which is equivalent to approximately 1 vehicle every 8.6 minutes. Therefore, the additional trips added to the network due to the proposed Project are assumed to be negligible and not result in a safety impact.

Project Driveways

The Project proposes two driveways:

- One along West Street
- One along W. Mt Diablo Avenue

It was determined that these new driveways would not substantially increase hazards based on the following:

- Low net trips generated for the Project
- Adequate sight distance available along West Street and W. Mt Diablo Avenue
- Low speed limits along West Street (25 mph) and W. Mt Diablo Avenue (25 mph)

4. Appendix

A. Project Site Plan

A. Project Site Plan

Existing site



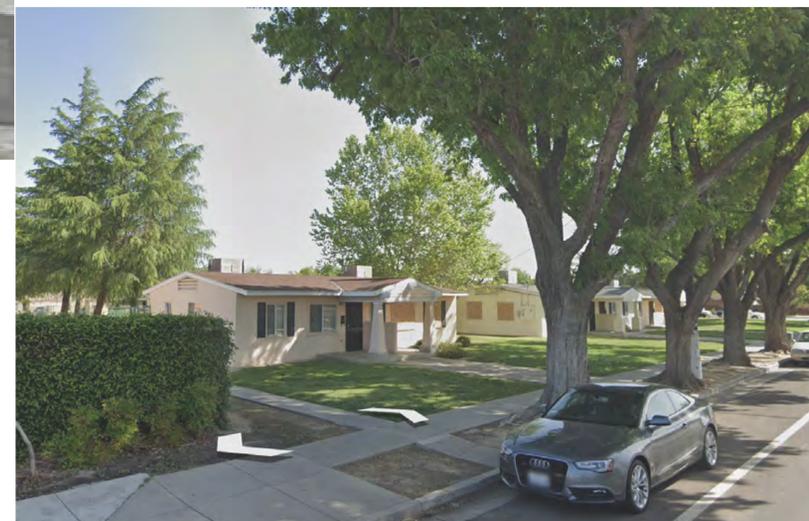
VIEW FROM NE



VIEW FROM SE



VIEW FROM SW



Tracy Senior Living - Existing conditions

- Existing tree - Proposed to be removed
- Existing tree - Proposed to remain
- Existing building - Proposed to be demolished

Please refer to the site plan for a conceptual landscaping plan. A formal landscaping plan, by a licensed landscape architect will be submitted for the building permit, or as requested.

Project landscaping will be aim to use local species, with drought resitant ground cover, and a palette that is fitting within the context of the site.

* This sheet is diagrammatic in nature. Locations of property lines can appear misrepresented and the drawing is NTS

TRACY SENIOR LIVING

301 WEST ST. TRACY, CA 95376

CURRENT ZONE - MDR
PROPOSED ZONE - HDR



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ArtifexWest Studio

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Tracy, CA 95376

project no: 1020

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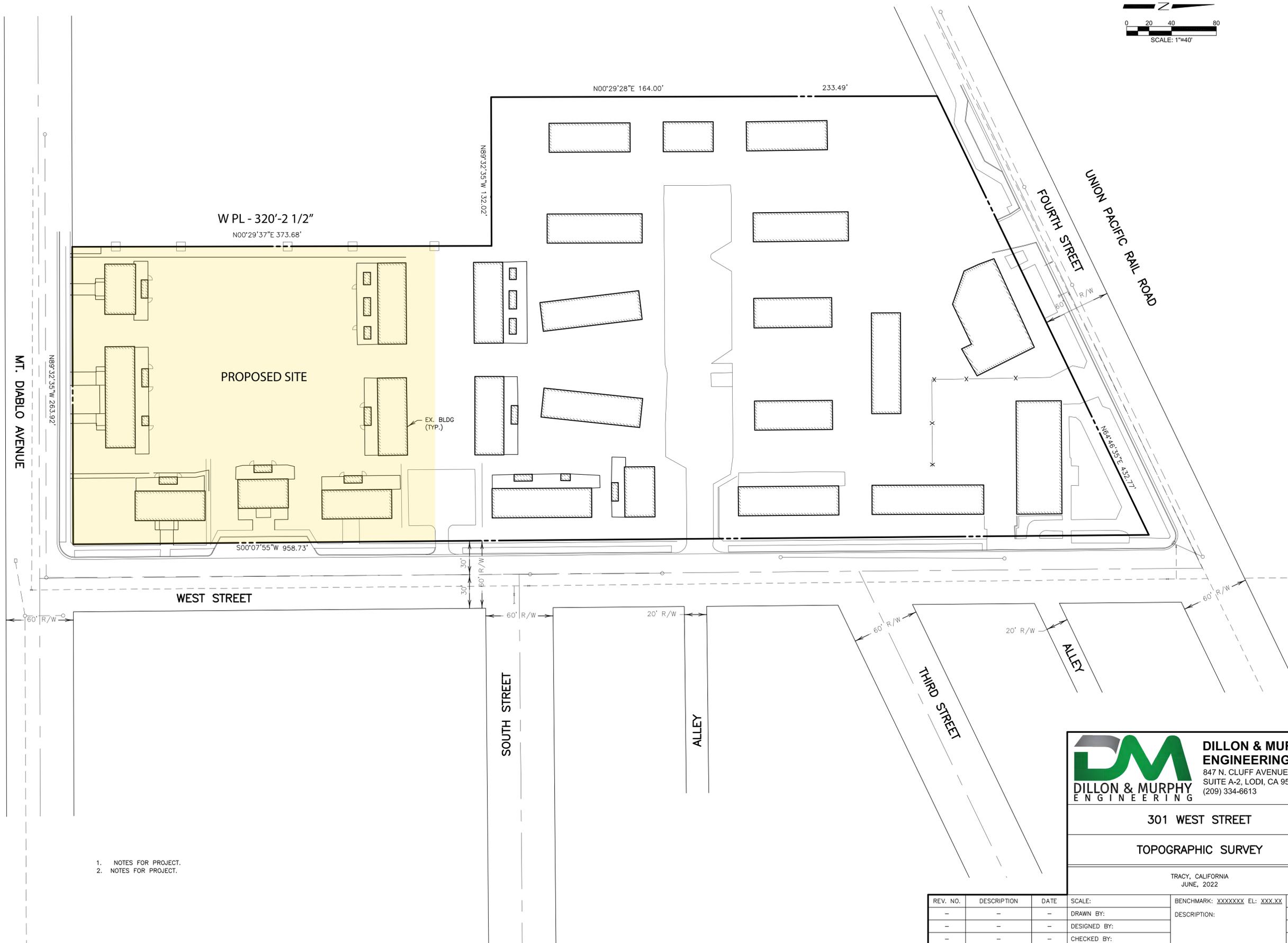
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EXISTING

sheet

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- 1. NOTES FOR PROJECT.
- 2. NOTES FOR PROJECT.

DM
DILLON & MURPHY
ENGINEERING
 847 N. CLUFF AVENUE
 SUITE A-2, LODI, CA 95240
 (209) 334-6613

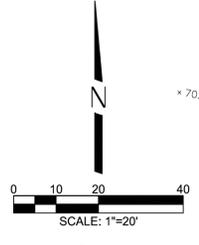
301 WEST STREET

TOPOGRAPHIC SURVEY

TRACY, CALIFORNIA
 JUNE, 2022

| REV. NO. | DESCRIPTION | DATE | SCALE: | BENCHMARK: XXXXXX EL: XXX.XX | SHEET |
|----------|-------------|------|--------------|------------------------------|-------------|
| - | - | - | DRAWN BY: | DESCRIPTION: | 1 |
| - | - | - | DESIGNED BY: | | OF X SHEETS |
| - | - | - | CHECKED BY: | | JOB NO. |
| - | - | - | AS BUILT BY: | | 2280 |
| - | - | - | | | |

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LEGEND

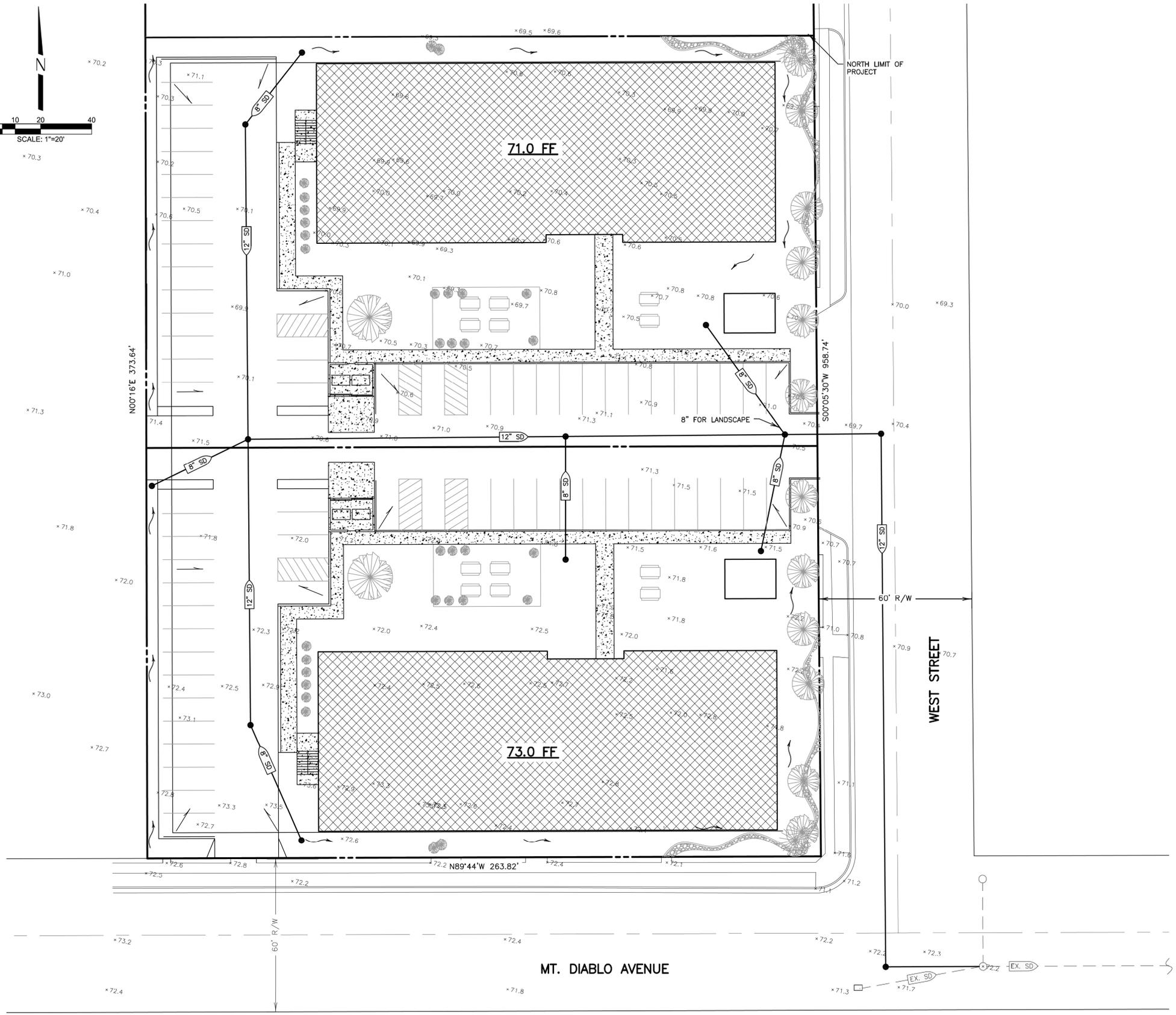
- BLDG. BUILDING
- EX. EXISTING
- R/W RIGHT-OF-WAY
- (TYP.) TYPICAL

- PROPERTY LINE
- 12" SD PROPOSED STORM LINE
- ~> DIRECTION OF FLOW
- PROPOSED STORM DRAIN MANHOLE OR CATCH BASIN
- PROPOSED DIRECTION OF DRAINAGE

- * 70.6 EXISTING GROUND ELEVATION

NOTES:

1. OFFSITE IMPROVEMENTS SHOWN ARE EXISTING. ON-SITE IMPROVEMENTS (OTHER THAN EXISTING GROUND ELEVATIONS) SHOWN ARE PROPOSED.



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301 WEST STREET

PRELIMINARY GRADING PLAN

TRACY, CALIFORNIA
 MARCH, 2023

| REV. NO. | DESCRIPTION | DATE | SCALE: AS SHOWN | DRAWN BY: JMC, JMO | DESIGNED BY: | CHECKED BY: JM | AS BUILT BY: |
|----------|-------------|------|-----------------|--------------------|--------------|----------------|--------------|
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SHEET
1
OF 2 SHEETS
JOB NO.
2280

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Principal
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Charles Linch
Principal
t: 760.470.5295
linch@artifexwest.com

Floor Plan Sheet Notes: (X)

1. Proposed elevator.
2. Recreational exterior common space. To be professionally designed by a licensed Landscape Architect.
3. Bike parking
4. Mailboxes
5. Trash & recycling enclosure - Access into the trash enclosures shall meet all accessibility guidelines including door/gate hardware, operating force, clear landings, etc.
6. Accessible parking space
7. Van accessible parking space
8. Proposed exterior egress stairs
9. Electric Vehicle parking, 10% of total parking spots to be designated for EV parking.
10. Driveway approaches to be to current City and ADA standards
11. Designated turnaround stall. No parking.

Notation Key

- Three story building
- One story building

Site Information:

Current Zone: MDR
Proposed Zone: HDR
Proposed HDR Zone Area: 1.94 ACR (84,506.4 SF)

2 Lots, 0.97 ACR (42,253.2 SF) Each Lot

Usable Open Space: ~14,000 SF Each Lot
Parking Spaces: 37 stalls Each Lot
2 ADA spaces (1 Van ADA spaces)
3 Electric Vehicle Charging spaces
Bicycle Parking: 6 spaces

Density (HDR): 1,400 sf / 1 DU

$42,253.2 / 1,400 = 30.18$

$30.18 \text{ DU} * 80\% \text{ (MAX Density Bonus)} = 54.324 = 55$

Units Proposed: **55 Each Lot**

Affordable Housing Notes:

Project consist of **100% Very Low income** Senior housing

Number of available incentives per 10.08.4660: **3**

Density Bonus: **80% MAX**

Requested concessions: **1**

Parking requirements to be adjusted to proposed.

Proposed Buildings Notes

Building Occupancy: R-2, B, S-2, A-3 (Modular)

Building Type: 3 Story Type V-B w/ Automatic Sprinkler System

- The project is to meet the accessibility requirements of California Building Code (CBC) Chapter 11B. All items out of compliance shall be upgraded to meet current accessibility requirements including, but not limited to, the main entrance, restrooms, parking area, residential units, doors, and accessible routes throughout the site.
- The trash enclosure shall be connected along the accessible route with the building (s) it serves. Access into the trash enclosures shall meet all accessibility guidelines including door/gate hardware, operating force, clear landings, etc.
- The project shall comply with the applicable requirements for *public housing facilities* in accordance with CBC Chapter 11B.
 - A minimum of 5% of the units shall provide mobility features. [CBC §11B-233.3, §11B-809.2-11B-809.4]
 - A minimum of 2% of the units shall provide communication features. [CBC §11B-233.3, §11B-809.5]
- Parking spaces will *unassigned*. Accessible parking to be provided as required by CBC §11B-208.2.3.
- Parking is for residents only
- All common areas (i.e. laundry, communal areas, etc.) shall comply with the applicable accessibility requirements and must be located on an accessible route.

Fire notes:

1. All buildings shall have automatic fire sprinklers designed and installed per NFPA 13 / NFPA 13R Standards and per the California Fire Code.
2. All buildings shall have a manual and automatic fire alarm system designed and installed per NFPA 72 Standards and per the California Fire Code where required.
3. Deferred fire permit submittals are required for the underground fire service, overhead fire sprinkler system and manual and automatic fire alarm system.

www.artifexwest.com
ArtifexWest Studio

Tracy Senior Living
401 West St
Tracy, CA 95376

project no: 1114

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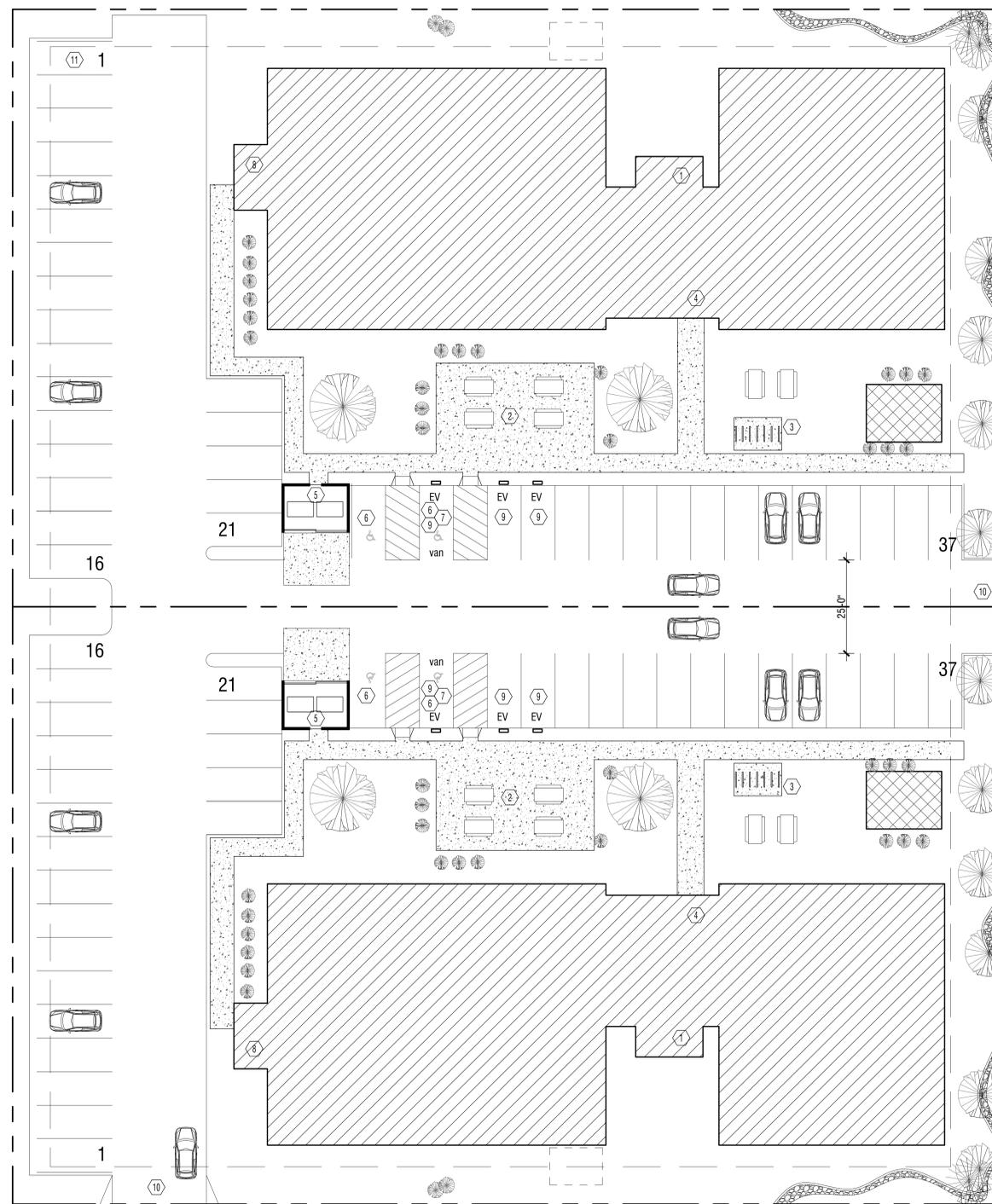
2023 March 20

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Site Plan

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Site Plan

Scale: 1/16" = 1'



West Street

W Mt Diablo Ave

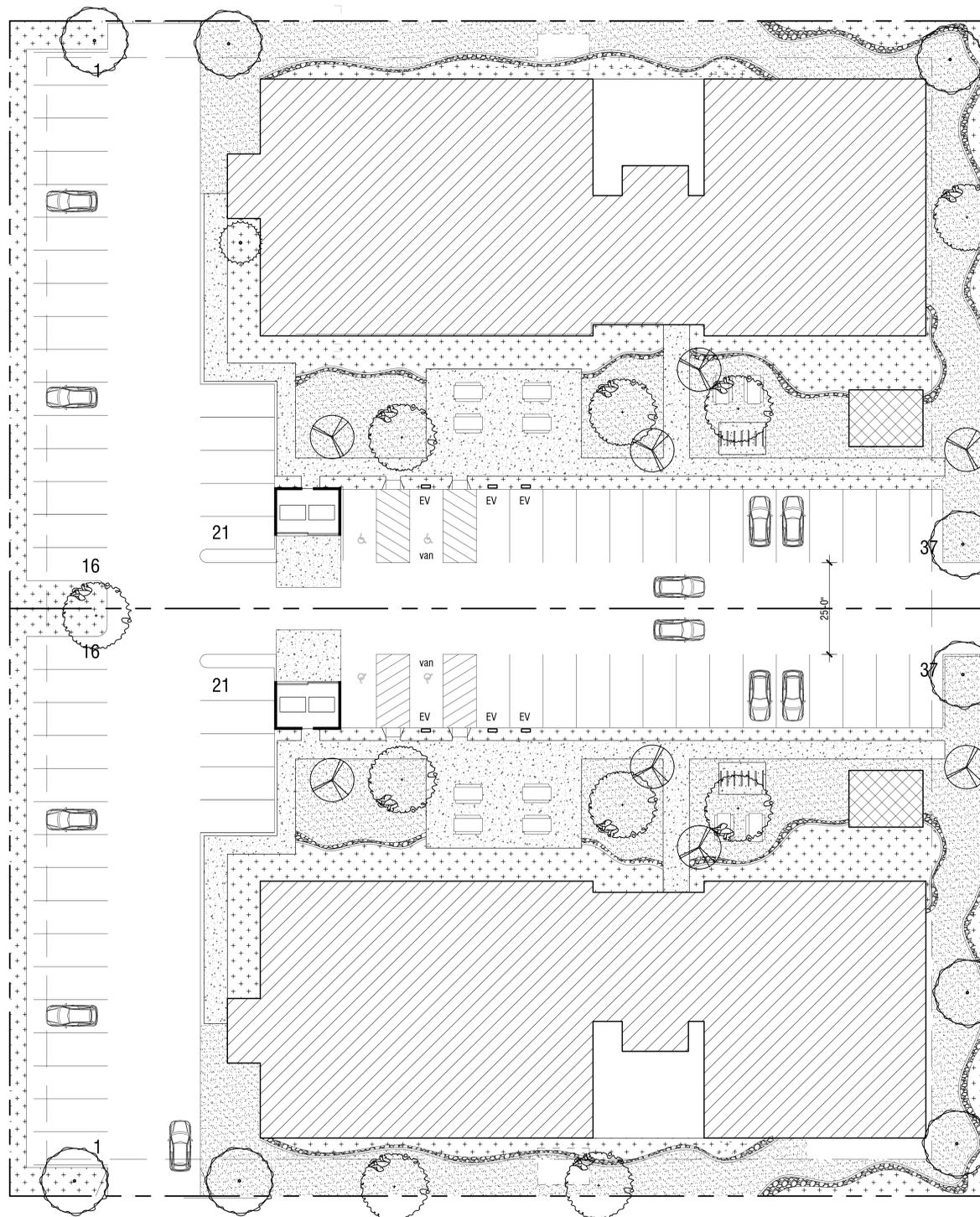


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PLANT LEGEND

| Symbol | Size | Botanical Name | Common Name | Water Use |
|---|---------|--------------------------------------|-----------------------------------|-----------|
| TREES | | | | |
| | 15 Gal. | <i>Cercis occidentalis</i> | Western Redbud | L |
| | 15 Gal. | <i>Pistacia chinensis</i> | Chinese Pistache | L |
| | 15 Gal. | <i>Sequoia sempervirens</i> | Coast Redwood | M |
| | 15 Gal. | <i>Ulmus parvifolia</i> | Chinese Evergreen Elm | L |
| SHRUBS, GROUNDCOVERS AND ACCENTS | | | | |
| | 5 Gal. | <i>Berberis l. 'Atropurpurea'</i> | Red Leaf Japanese Barberry | L |
| | 5 Gal. | <i>Ceanothus 'Dark Star'</i> | Dark Star Ceanothus | L |
| | 5 Gal. | <i>Cotoneaster s. 'Coral Beauty'</i> | Bearberry Cotoneaster | L |
| | 5 Gal. | <i>Dodonea v. 'Purpurea'</i> | Purple Hopseed Bush | L |
| | 5 Gal. | <i>Lantana montevidensis</i> | Lantana | L |
| | 5 Gal. | <i>Mahonia s. 'Compacta'</i> | Compact Oregon Grape | L |
| | 5 Gal. | <i>Muhlenbergia rigens</i> | Deer Grass | L |
| | 5 Gal. | <i>Phormium tenax</i> | New Zealand Flax | L |
| | 1 Gal. | <i>Baccharis pilularis</i> | Coyote Brush | L |
| | 1 Gal. | <i>Diets vegeta</i> | Fortnight Lily | L |
| | 1 Gal. | <i>Festuca glauca</i> | Blue Fescue | L |
| | 1 Gal. | <i>Ophiopogon japonicus</i> | Mondo Grass | L |
| | | | Lawn | |
| | | | Dry River Bed, Moss Rock Mounding | |



West Street

W Mt Diablo Ave

Landscape Plan

Scale: 1/16" = 1'
North

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Tracy Senior Living
401 West St
Tracy, CA 95376

project no: 1114

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2023 March 20

sheet title

Landscape Plan

sheet

L100



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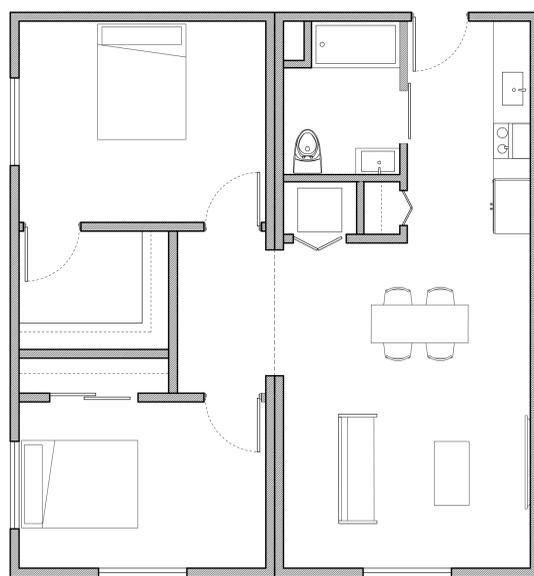
Typical 3rd level Floor Plan

Scale: 1/8" = 1'



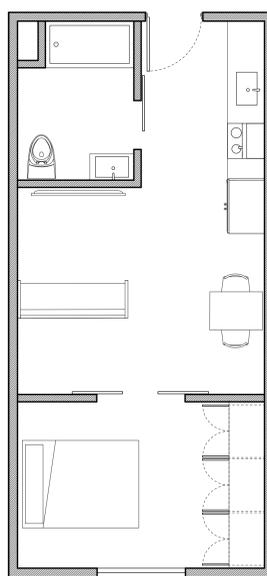
Typical Second level Floor Plan

Scale: 1/8" = 1'



Enlarged 2 Bedroom Unit

Scale: 1/4" = 1'



Enlarged 1 Bedroom Unit

Scale: 1/4" = 1'



Ground level Floor Plan

Scale: 1/8" = 1'

West Street

W Mt Diablo Ave

Floor Plan Sheet Notes: (X)

1. 1 bed unit - Type A (44ea / phase)
2. Managers unit - 2 bed (1ea / phase)
3. 1 bed mobility unit - Type C (6 ea)
4. 2 bed mobility unit - Type C (1 ea)
5. Sensory impaired unit - Type D (3 ea)
6. Utility / Storage Space
7. Modular Elevator
8. Interior Egress Stairs
9. Exterior Egress Stairs
10. Mail Boxes
11. Staff Offices
12. Electrical Room
13. Mechanical Room
14. Laundry Room
15. Computer Lab
16. Storage
17. Public Restroom
18. Community Room

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Floor plans

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A101



NORTH ELEVATION, TYP. - 1" = 10'



EAST ELEVATION - 1" = 10'



SOUTH ELEVATION - 1" = 10'



WEST ELEVATION - 1" = 10'

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ELEVATIONS

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A 201

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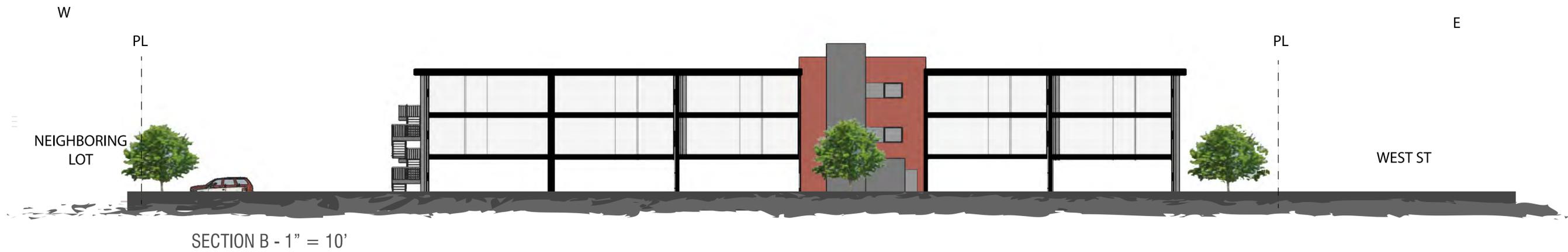
SECTIONS

sheet

A 301



SECTION A - 1" = 10'



SECTION B - 1" = 10'



BIRDS EYE VIEW - LOOKING NW



PERSPECTIVE VIEW FROM MT DIABLO AVE.

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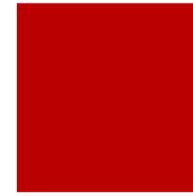
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| date | 2023 March 20 |
| sheet title | Isometric views |

sheet
A 200



WOODTONE Siding "Summer Wheat"



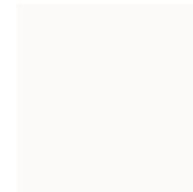
Hardie Panel - Behr PPU2-16 "Fire Cracker"



Hardie Panel - Behr P290-02 "Sweet as Honey"



Hardie Lap Joint - Behr PPU26-11 "Platinum"



Hardie Panel - Behr 12 "Swiss Coffee"



Fascia Board - Behr PPU25-01 "Carbon Copy"



Hardie Panel - Behr PPU24-19 "Shark Fin"



Window frames & Steel railings - Behr MQ5-05 "Limousine Leather"

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2023 march 20

sheet title

Material Board

sheet

A 401

SJCBC - 9-1710.4 - ON-PREMISES SIGN STANDARDS.

(b) Multifamily Residential Projects. The following standards apply to the construction of any new signs in conjunction with a multifamily residential project.

(1) Freestanding Signs. (A) Number of Signs.

One (1) monument sign is permitted for each primary entrance into the project.

(B) Size of Signs. Signs shall not exceed fifty (50) square feet per sign face.

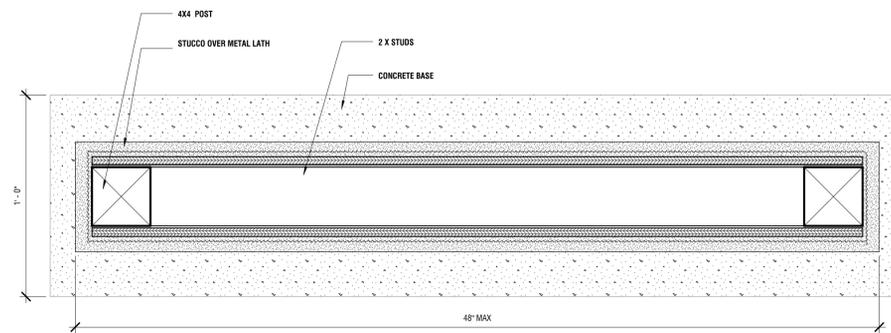
(C) Height of Signs. Signs shall not exceed four (4) feet in height.

(2) Attached Signs. (A) Number of Signs.

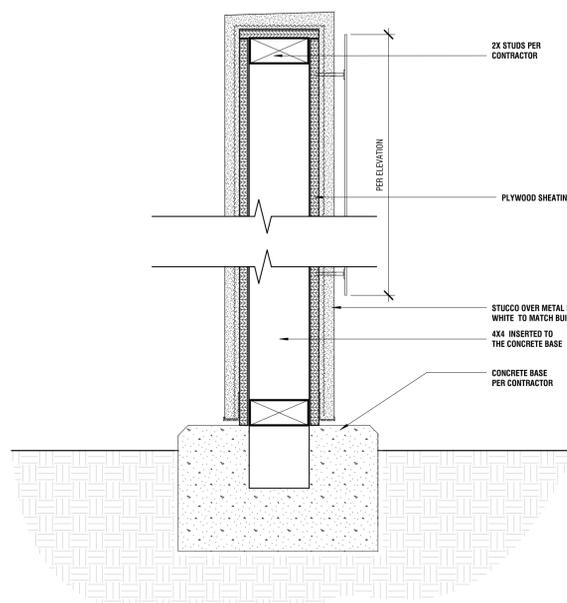
One (1) attached sign shall be permitted for each structure containing ten (10) or more units.

(B) Size of Signs. Signs shall not exceed twenty (20) square feet per sign face.

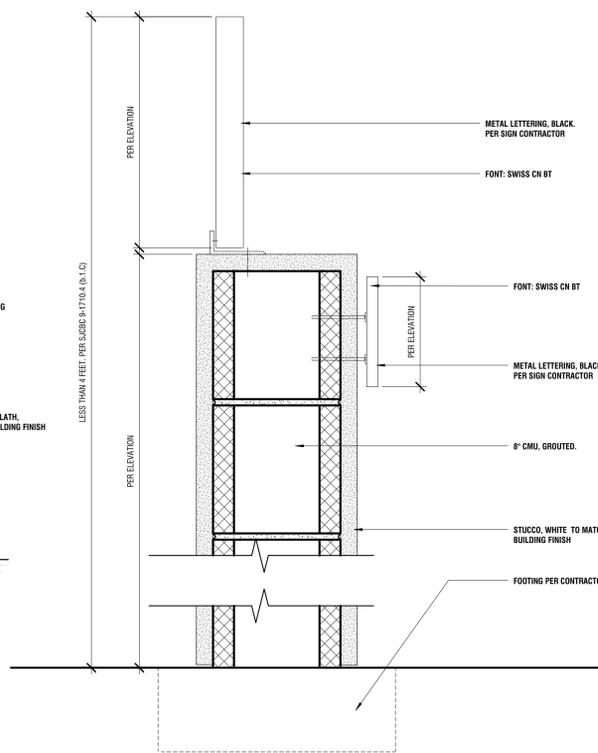
(C) Height of Signs. Signs shall not project above the eave of the structure.



7 COMPLEX LEGEND BASE PLAN
3" = 1'-0"



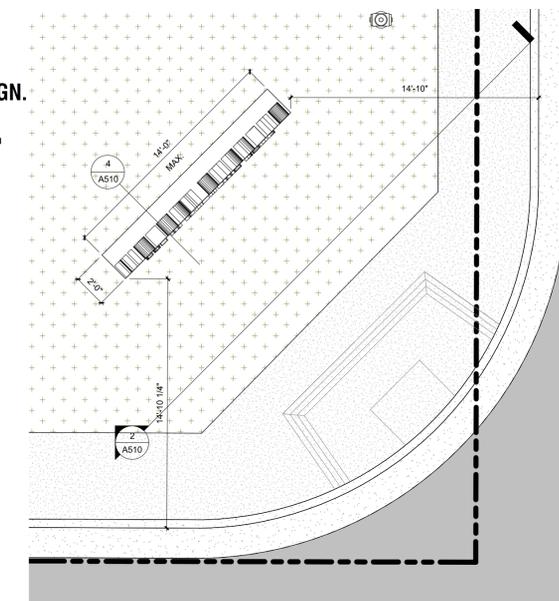
5 COMPLEX LEGEND BASE SECTION
3" = 1'-0"



4 SIGNAGE BASE DETAILS
3" = 1'-0"

NOTES;

- PROVIDE ONE MONUMENT SIGN.
- MONUMENT SIGN 49 SF
- MONUMENT SIGN HEIGHT 42"

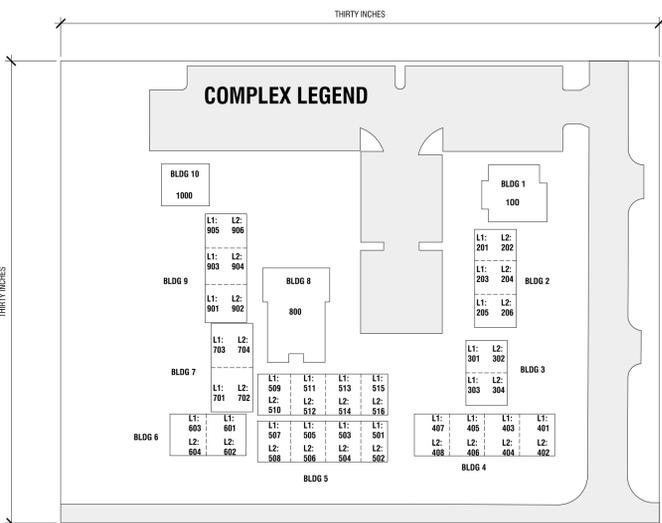


1 ENLARGED COMPLEX SIGN PLAN
1/4" = 1'-0"



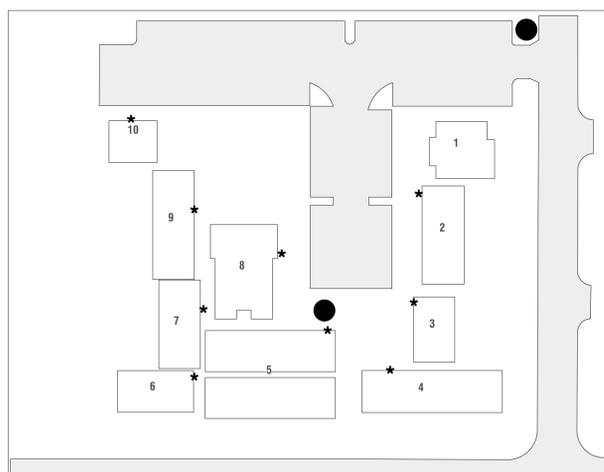
2 COMPLEX SIGN ELEVATION
1/4" = 1'-0"

UNIT LOCATIONS AND NUMBERS ARE CONCEPTUAL



COMPLEX LEGEND
1" = 50'-0"

UNIT LOCATIONS AND NUMBERS ARE CONCEPTUAL



COMPLEX LEGEND LOCATIONS
1" = 50'-0"

TYPICAL BUILDING SIGN:

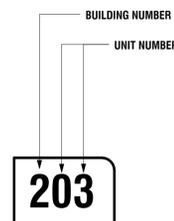
- 12" MIN. NUMBER SIZE
- FONT SWISS CN BT
- NUMBERS COLOR: SPARROW 780F-4

300

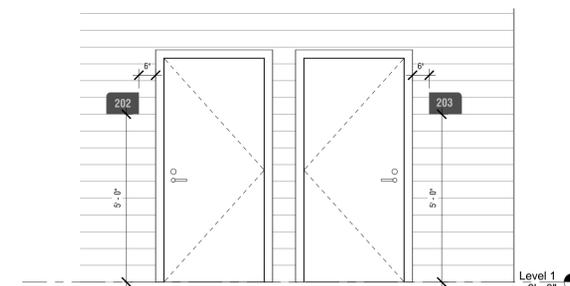
8 BUILDING SIGN *
1/4" = 1'-0" * SEE ELEVATIONS

TYPICAL UNIT ADDRESS:

- 4" MIN. NUMBER SIZE
- FONT SWISS CN BT
- NUMBERS COLOR: SPARROW 780F-4
- BACKGROUND COLOR: STEALTH - JET 780F-7



3 UNIT SIGN
1/4" = 1'-0"



6 TYP. DOOR UNIT ELEVATION
1/2" = 1'-0"

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sheet title
Signage

sheet
A 501

APPENDIX C

Determination of Eligibility and Effect

**DETERMINATION OF ELIGIBILITY AND
EFFECT FOR THE TRACY SENIOR LIVING
PROJECT, CITY OF TRACY,
SAN JOAQUIN COUNTY, CALIFORNIA**

Prepared by

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Prepared for

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762

December 7, 2023
(Job #23-015)

INTRODUCTION

The Tracy Senior Living Project site is located at 301 West Street in the City of Tracy. The 6.85 Project site consists of seven affordable housing buildings containing 17 units along the boundaries of a site surrounding a landscaped courtyard area with pedestrian pathways. The site is bound by south C Street and multi-family residential uses to the north, West Street and single-family residential uses to the east, West Mt. Diablo Avenue, vacant undeveloped land, and single-family residential uses to the south and multi-family uses to the west (Figures 1, 2 and 3).

The proposed project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low-income affordable senior housing units, associated amenities, landscaping circulation and utility improvements. This parcel is the Area of Potential Effect (APE) for the undertaking (Figure 4). The APE is in the southwest ¼ of Section 28, Township 2 South, Range 5 East, mapped on the Tracy USGS topographic quadrangle (Figure 5).

Cultural Resources

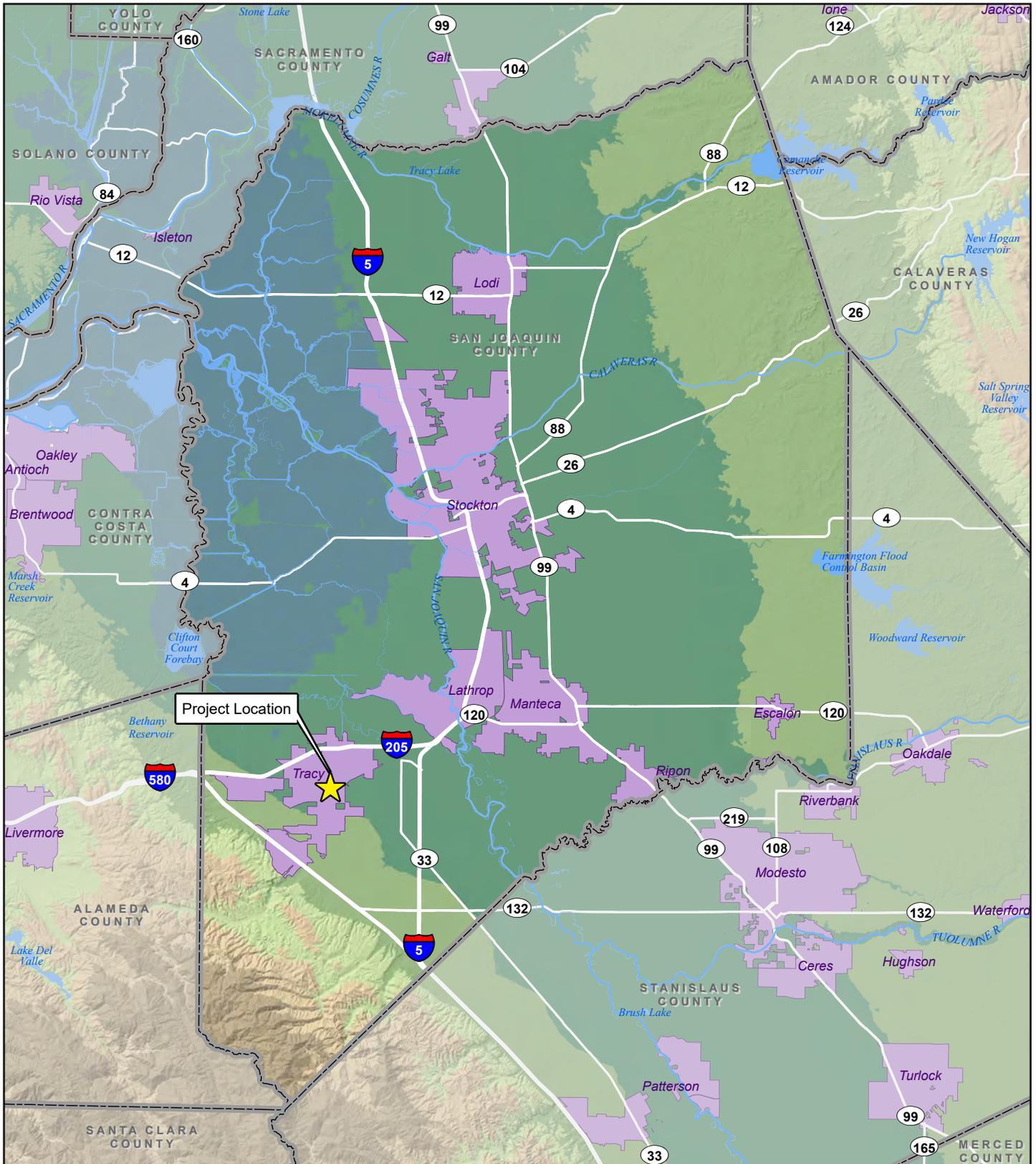
The following study has been prepared to meet the requirements of Section 106 and CEQA. The project included a records search, check of the Native American Heritage Commission Sacred Lands files, a survey of the APE, preparation of a site inventory form for the existing buildings that date to 1951, and resource evaluations under the criteria of the National Register of Historic Places and the California Register of Historical Resources.

Melinda A. Peak, senior historian/archeologist with Peak & Associates, Inc. served as principal investigator for the study, with senior archeologist Michael Lawson completing the field survey (resumes, Appendix 1).

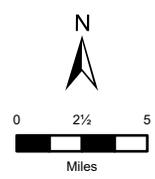
REGULATORY CONTEXT

The Section 106 review process is implemented using a five step procedure: 1) identification and evaluation of historic properties; 2) assessment of the effects of the undertaking on properties that are eligible for the National Register; 3) consultation with the State Historic Preservation Office (SHPO) and other agencies for the development of a memorandum of agreement (MOA) that addresses the treatment of historic properties; 4) receipt of Advisory Council on Historic Preservation comments on the MOA or results of consultation; and 5) the project implementation according to the conditions of the MOA.

The Section 106 compliance process may not consist of all the steps above, depending on the situation. For example, if identification and evaluation result in the documented conclusion that no properties included in or eligible for inclusion are present, the process ends with the identification and evaluation step.



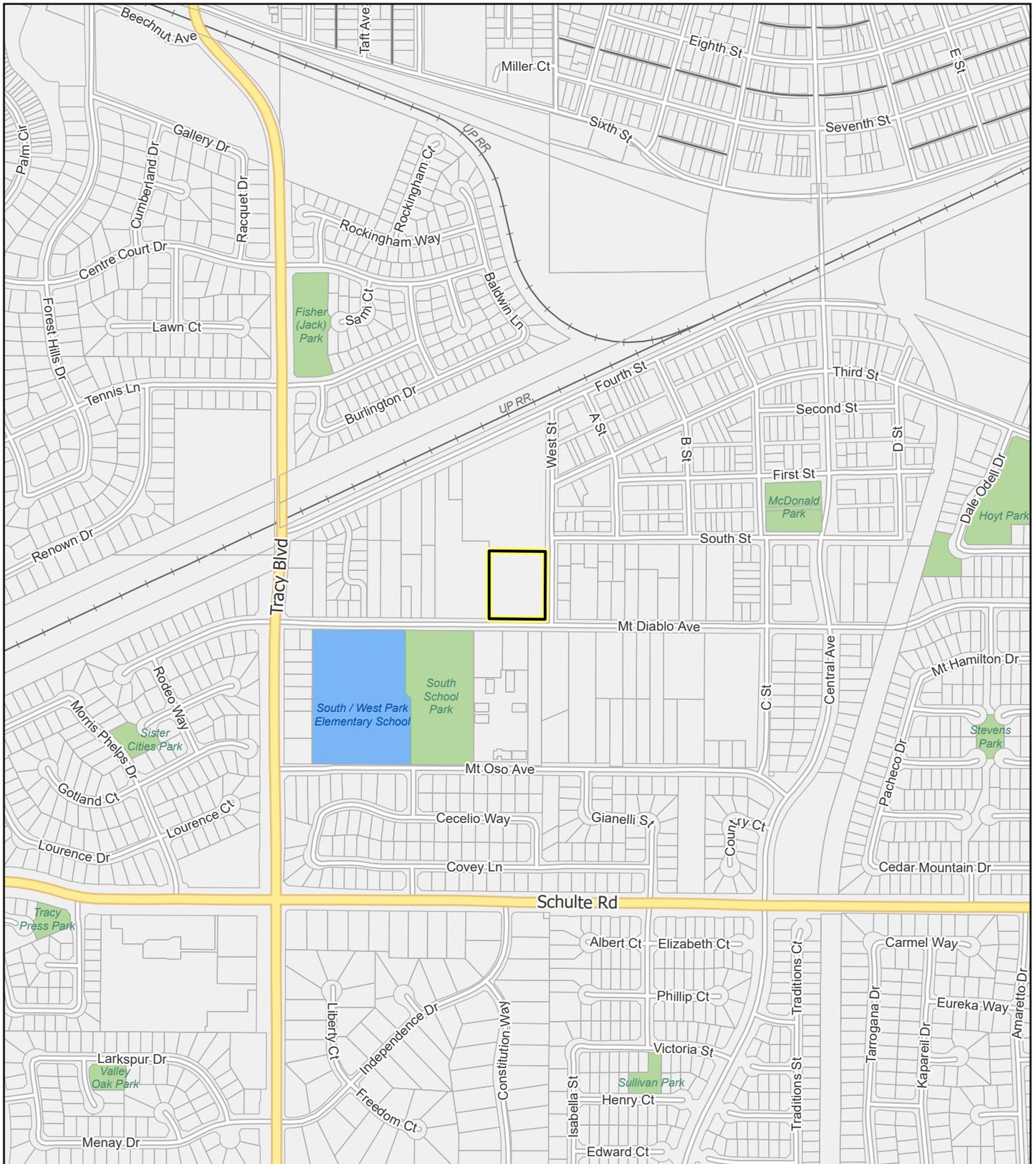
- LEGEND**
- Incorporated Area
 - County Boundary



TRACY SENIOR LIVING PROJECT

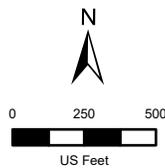
Figure 1. Regional Project Location

Sources: San Joaquin County GIS. Map date: June 20, 2023.



LEGEND

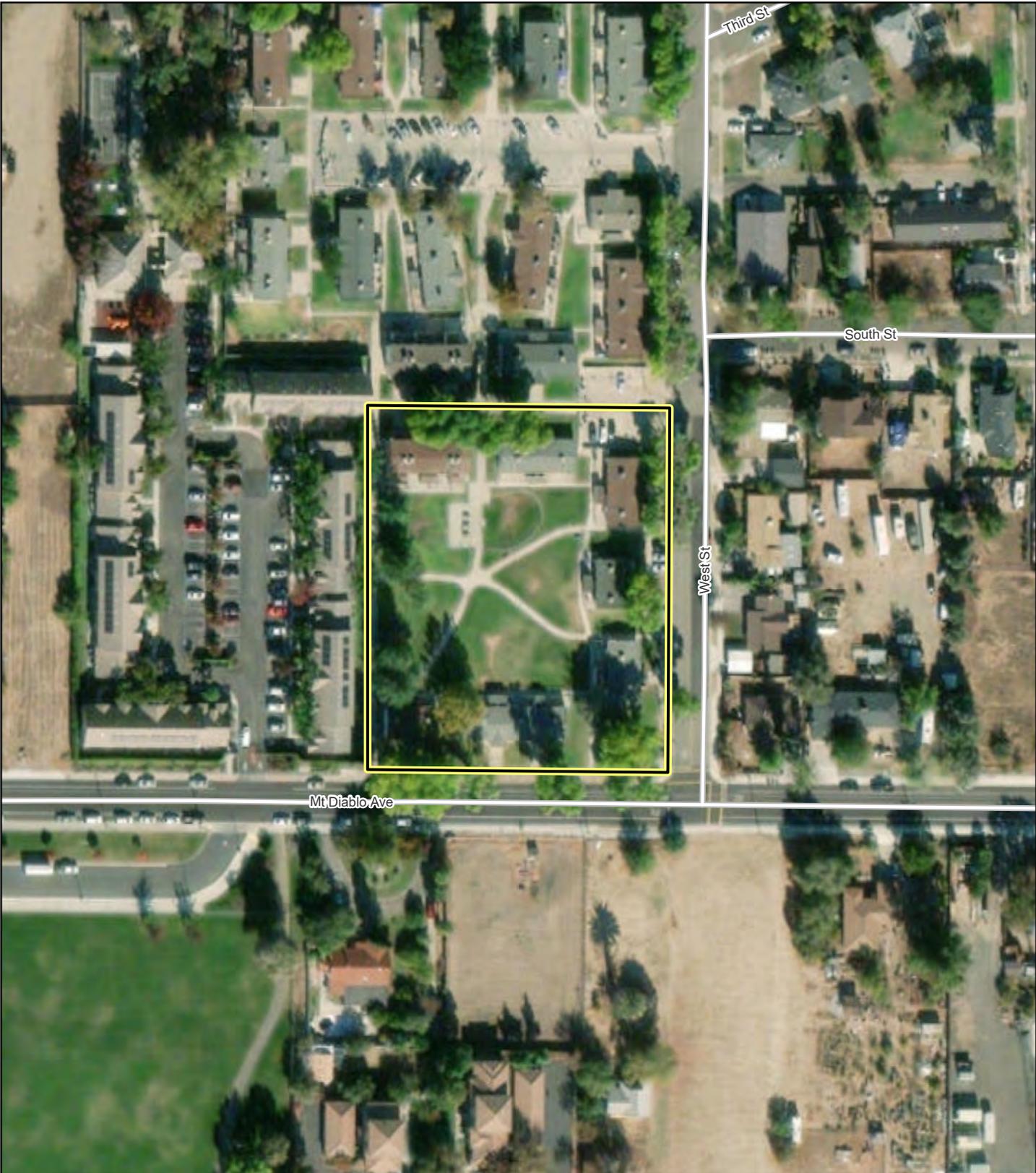
- Project Site
- Public Schools
- Parks



TRACY SENIOR LIVING PROJECT

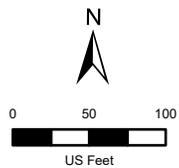
Figure 2. Project Vicinity Map

Sources: San Joaquin County GIS. Map date: June 20, 2023.



LEGEND

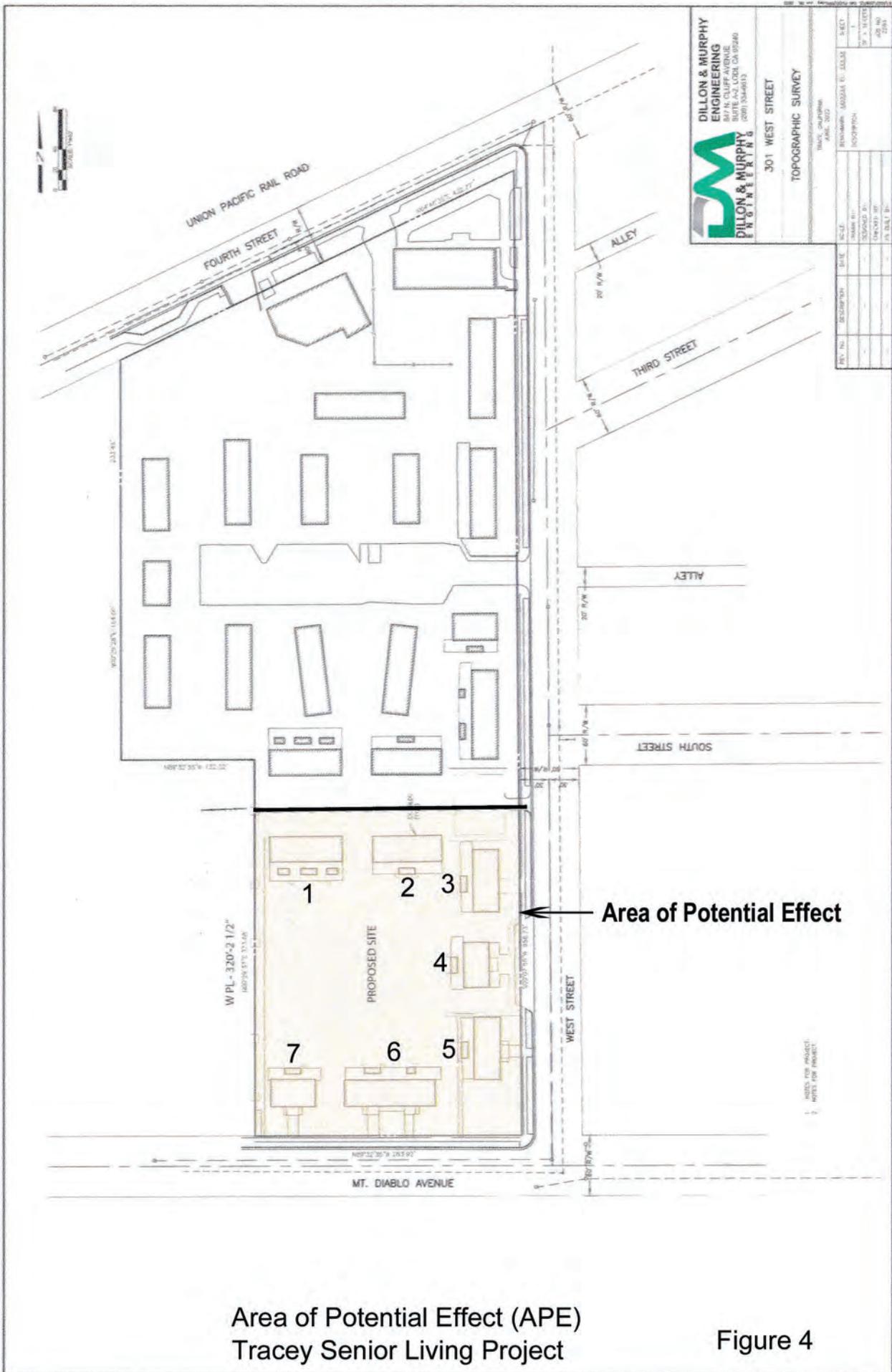
 Project Site

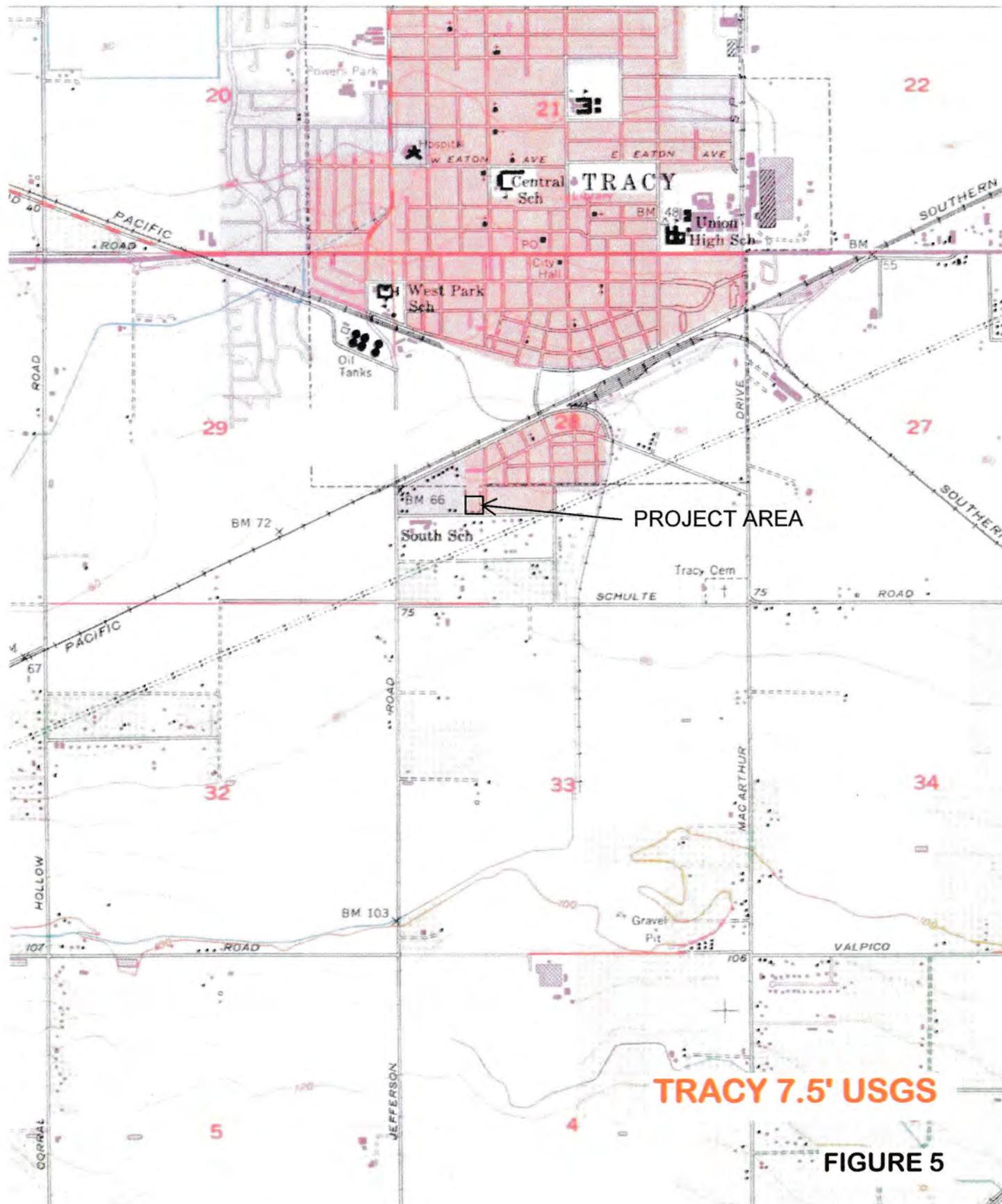


TRACY SENIOR LIVING PROJECT

Figure 3. Aerial View of Project Site

Sources: San Joaquin County GIS. ArcGIS Map Service. Map date: June 20, 2023.





TRACY 7.5' USGS

FIGURE 5

FRAMEWORK FOR EVALUATION

Decisions regarding management of cultural resources hinge on determinations of their significance (36 CFR 60.2). As part of this decision-making process the National Park Service has identified components which must be considered in the evaluation process, including:

- o criteria for significance;
- o historic context; and
- o integrity.

Criteria for Significance

Significance of cultural resources is measured against the National Register criteria for evaluation:

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and,

- (a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) that are associated with the lives of persons significant in our past; or
- (c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) that have yielded, or may be likely to yield, information important in prehistory or history (36 CFR 60.4).

Historic Context

The historic context is a narrative statement “that groups information about a series of historic properties based on a shared theme, specific time period, and geographical area.” To evaluate resources in accordance with federal guidelines, these sites must be examined to determine whether they are examples of a defined “property type.” The property type is a “grouping of individual properties based on shared physical or associative characteristics.” Through this evaluation, each site is viewed as a representative of a class of similar properties rather than as a unique phenomenon. A well-developed historical context helps determine the association between property types and broad patterns of American history. Once this linkage is established, each resource's potential to address specific research issues can be explicated.

Integrity

For a property to be eligible for listing in the National Register it must meet one of the criteria for significance (36 CFR 60.4 [a, b, c, or d]) and retain integrity. Integrity is defined as “the authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's historic or prehistoric period.”

The following discussion is derived from National Register Bulletin 15 (“How to Apply the National Register Criteria for Evaluation”).

Within the concept of integrity, there are seven aspects or qualities that define integrity in various combinations. The seven aspects are: location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will possess several or usually most of these aspects. The retention of specific aspects is necessary for a property to convey this significance. Determining which of the seven aspects are important involves knowing why, where and when the property is significant.

The prescribed steps in assessing integrity are as follows:

- define the essential physical features that must be present for a property to represent its significance;
- determine whether the essential physical features are visible enough to convey their significance;
- determine whether the property needs to be compared with similar properties; and,
- determine, based on the significance and essential physical features, which aspects of integrity are particularly vital to the property being nominated and if they are present.

Ultimately, the question of integrity is answered by determining whether or not the property retains the identity for which it is significant.

All properties change over time. It is not necessary for a property to retain all its historic physical features or characteristics. However, the property must retain the essential physical features that enable it to convey its historic identity. The essential physical features are those features that define why a property is significant.

A property's historic significance depends on certain aspects of integrity. Determining which of the aspects is most important to a particular property requires an understanding of the property's significance and its essential physical features. For example, a property's historic significance can be related to its association with an important event, historical pattern, or person. A property that is significant for its historic association is eligible for listing if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person.

A property important for association with an event, historical pattern, or person ideally might retain some features of all seven aspects of integrity. Integrity of design and workmanship, however, might not be as important to the significance, and would not be relevant if the property were an archeological site. A basic integrity test for a property associated with an important event or person is whether a historical contemporary would recognize the property as it exists today. For archeological sites that are eligible under criteria A and B, the seven aspects of integrity can be applied in much the same way as they are to buildings, structures, or objects.

In sum, the assessment of a resource's National Register eligibility hinges on meeting two conditions:

- o the site must possess the potential to be eligible for listing in the National Register under one of the evaluation criteria either individually or as a contributing element of a district based on the historic context that is established; and
- o the site must possess sufficient integrity, and retains the qualities that make it eligible for the National Register.

For the National Register, “a district possesses a significant concentration, linkage, or continuity of “... objects united historically or aesthetically by plan or physical development.” The identity of a district derives from the relationship of its resources, which can be an arrangement of functionally related properties.

STATE REGULATIONS

State historic preservation regulations affecting this Project include the statutes and guidelines contained in the California Environmental Quality Act (CEQA; Public Resources Code sections 21083.2 and 21084.1 and sections 15064.5 and 15126.4 (b) of the CEQA Guidelines). CEQA Section 15064.5 requires that lead agencies determine whether projects may have a significant effect on archaeological and historical resources. Public Resources Code Section 21098.1 further cites: A project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment.

An “historical resource” includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that is historically or archaeologically significant (Public Resources Code section 5020.1).

Advice on procedures to identify such resources, evaluate their importance, and estimate potential effects is given in several agency publications such as the series produced by the Governor's Office of Planning and Research (OPR), *CEQA and Archaeological Resources*, 1994. The technical advice series produced by OPR strongly recommends that Native American concerns and the concerns of other interested persons and corporate entities, including, but not limited to, museums, historical commissions, associations and societies be solicited as part of the process of cultural resources inventory. In addition, California law protects Native American burials, skeletal remains,

and associated grave goods regardless of the antiquity and provides for the sensitive treatment and disposition of those remains (California Health and Safety Code Section 7050.5, California Public Resources Codes Sections 5097.94 et al).

The California Register of Historical Resources (Public Resources Code Section 5020 et seq.)

The State Historic Preservation Office (SHPO) maintains the California Register of Historical Resources (CRHR). Properties listed, or formally designated as eligible for listing, on the National Register of Historic Places are automatically listed on the CRHR, as are State Landmarks and Points of Interest. The CRHR also includes properties designated under local ordinances or identified through local historical resource surveys.

For the purposes of CEQA, an historical resource is a resource listed in, or determined eligible for listing in the California Register of Historical Resources. When a project will impact a site, it needs to be determined whether the site is an historical resource. The criteria are set forth in Section 15064.5(a) (3) of the CEQA Guidelines, and are defined as any resource that does any of the following:

- A. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- B. Is associated with the lives of persons important in our past;
- C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- D. Has yielded, or may be likely to yield, information important in prehistory or history.

In addition, the CEQA Guidelines, Section 15064.5(a) (4) states:

The fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to section 5020.1(k) of the Public Resources Code), or identified in an historical resources survey (meeting the criteria in section 5024.1(g) of the Public Resources Code) does not preclude a lead agency from determining that the resource may be an historical resource as defined in Public Resources Code section 5020.1(j) or 5024.1.

California Health and Safety Code Sections 7050.5, 7051, And 7054

These sections collectively address the illegality of interference with human burial remains, as well as the disposition of Native American burials in archaeological sites. The law protects such remains from disturbance, vandalism, or inadvertent destruction, and establishes procedures to be implemented if Native American skeletal remains are discovered during construction of a project,

including the treatment of remains prior to, during, and after evaluation, and reburial procedures.

California Public Resources Code Section 15064.5(e)

This law addresses the disposition of Native American burials in archaeological sites and protects such remains from disturbance, vandalism, or inadvertent destruction. The section establishes procedures to be implemented if Native American skeletal remains are discovered during construction of a project and establishes the Native American Heritage Commission as the entity responsible to resolve disputes regarding the disposition of such remains.

Assembly Bill 52

Assembly Bill (AB) 52 establishes a formal consultation process for California tribes as part of CEQA and equates significant impacts on tribal cultural resources with significant environmental impacts. AB 52 defines a “California Native American Tribe” as a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission. AB 52 requires formal consultation with California Native American Tribes prior to determining the level of environmental document if a tribe has requested to be informed by the lead agency of proposed projects. AB 52 also requires that consultation address project mitigation measures for significant effects, if requested by the California Native American Tribe, and that consultation be concluded when either the parties agree to measures to mitigate or avoid a significant effect, or the agency concludes that mutual agreement cannot be reached. Under AB 52, such measures shall be recommended for inclusion in the environmental document and adopted mitigation monitoring program if determined to avoid or lessen a significant impact on a tribal cultural resource.

CULTURAL SETTING

Prehistory

The Central Valley region was among the first in the state to attract intensive fieldwork, and research has continued to the present day. This has resulted in a substantial accumulation of data. In the early decades of the 1900s, E.J. Dawson explored numerous sites near Stockton and Lodi, later collaborating with W.E. Schenck (Schenck and Dawson 1929). By 1933, the focus of work was directed to the Cosumnes locality, where survey and excavation studies were conducted by the Sacramento Junior College (Lillard and Purves 1936). Excavation data, from the stratified Windmill site (CA-Sac-107), suggested two temporally distinct cultural traditions.

Later work at other mounds by Sacramento Junior College and the University of California, Berkeley, enabled the investigators to identify a third cultural tradition, intermediate between the previously postulated Early and Late Horizons. The three-horizon sequence, based on discrete changes in ornamental artifacts and mortuary practices, as well as on observed differences in soils within sites (Lillard, Heizer and Fenenga 1939), was later refined by Beardsley (1954). An expanded definition of artifacts diagnostic of each time period was developed, and its application extended to parts of the central California coast. Traits held in common allow the application of

this system within certain limits of time and space to other areas of prehistoric central California. The Windmill Culture (Early Horizon) is characterized by ventrally-extended burials (some dorsal extensions are known), with westerly orientation of heads; a high percentage of burials with grave goods; frequent presence of red ocher in graves; large projectile points, of which 60 percent are of materials other than obsidian; rectangular *Haliotis* beads; *Olivella* shell beads (types A1a and L); rare use of bone; some use of baked clay objects; and well-fashioned charmstones, usually perforated.

The Cosumnes Culture (Middle Horizon) displays considerable changes from the preceding cultural expression. The burial mode is predominately flexed, with variable cardinal orientation and some cremations present. There are a lower percentage of burials with grave goods, and ocher staining is common in graves. *Olivella* beads of types C1, F and G predominate, and there is abundant use of green *Haliotis* sp. rather than red *Haliotis* sp. Other characteristic artifacts include perforated and canid teeth; asymmetrical and “fishtail” charmstones, usually unperforated; cobble mortars and evidence of wooden mortars; extensive use of bone for tools and ornaments; large projectile points, with considerable use of rock other than obsidian; and use of baked clay.

Hotchkiss Culture (Late Horizon) -- The burial pattern retains the use of the flexed mode, and there is wide spread evidence of cremation, lesser use of red ocher, heavy use of baked clay, *Olivella* beads of Types E and M, extensive use of *Haliotis* ornaments of many elaborate shapes and forms, shaped mortars and cylindrical pestles, bird-bone tubes with elaborate geometric designs, clam shell disc beads, small projectile points indicative of the introduction of the bow and arrow, flanged tubular pipes of steatite and schist, and use of magnesite (Moratto 1984:181-183). The characteristics noted are not all-inclusive, but cover the more important traits.

Schulz (1981), in an extensive examination of the central California evidence for the use of acorns, used the terms Early, Middle and Late Complexes, but the traits attributed to them remain generally the same. While it is not altogether clear, Schulz seemingly uses the term “Complex” to refer to the particular archeological entities (above called “Horizons”) as defined in this region. Ragir’s (1972) cultures are the same as Schulz’s complexes.

Bennyhoff and Hughes (1984) have presented alternative dating schemes for the Central California Archeological Sequence. The primary emphasis is a more elaborate division of the horizons to reflect what is seen as cultural/temporal changes within the three horizons and a compression of the temporal span.

There have been other chronologies proposed, including Fredrickson (1973), and since it is correlated with Bennyhoff’s (1977) work, it does merit discussion. The particular archeological cultural entities Fredrickson has defined, based upon the work of Bennyhoff, are patterns, phases and aspects. Bennyhoff’s (1977) work in the Plains Miwok area is the best definition of the Cosumnes District, which likely conforms to Fredrickson’s pattern. Fredrickson also proposed periods of time associated heavily with economic modes, which provides a temporal term for

comparing contemporary cultural entities. It corresponds with Willey and Phillips' (1958) earlier "tradition", although it is tied more specifically to the archeological record in California.

Ethnography

The project area lies within the northern portion of the ethnographic territory of the Yokuts people. The Yokuts were members of the Penutian language family which held all of the Central Valley, San Francisco Bay Area, and the Pacific Coast from Marin County to near Point Sur. The Yokuts differed from other ethnographic groups in California as they had true tribal divisions with group names (Kroeber 1925; Latta 1949). Each tribe spoke a particular dialect, common to its members, but similar enough to other Yokuts that they were mutually intelligible (Kroeber 1925).

The Yokuts held portions of the San Joaquin Valley from the Tehachapi mountains in the south to Stockton in the north. On the north they were bordered by the Plains Miwok, and on the west by the Saclan or Bay Miwok and Costanoan peoples. Although neighbors were often from distinct language families, differences between the people appear to have been more influenced by environmental factors as opposed to linguistic affinities. Thus, the Plains Miwok were more similar to the nearby Yokuts than to foothill members of their own language group. Similarities in cultural inventory co-varied with distance from other groups and proximity to culturally diverse people. The material culture of the southern San Joaquin Yokuts was therefore more closely related to that of their non-Yokuts neighbors than to that of Delta members of their own language group.

Trade was well developed, with mutually beneficial interchange of needed or desired goods. Obsidian, rare in the San Joaquin Valley, was obtained by trade with Paiute and Shoshoni groups on the eastern side of the Sierra Nevada, where numerous sources of this material are located, and to some extent from the Napa Valley to the north. Shell beads, obtained by the Yokuts from coastal people, and acorns, rare in the Great Basin, were among many items exported to the east by Yokuts traders (Davis 1961).

Economic subsistence was based on the acorn, with substantial dependency on gathering and processing of wild seeds and other vegetable foods. The rivers, streams, and sloughs that formed a maze within the valley provided abundant food resources such as fish, shellfish, and turtles. Game, wild fowl, and small mammals were trapped and hunted to provide protein augmentation of the diet. In general, the eastern portion of the San Joaquin Valley provided a lush environment of varied food resources, with the estimated large population centers reflecting this abundance (Cook 1955; Baumhoff 1963).

Settlements were oriented along the water ways, with their village sites normally placed adjacent to these features for their nearby water and food resources. House structures varied in size and shape (Latta 1949; Kroeber 1925), with most constructed from the readily available tules found in the extensive marshes of the low-lying valley areas. The housepit depressions for the structures ranged in diameter from 3 meters to 18 meters (Wallace 1978:470).

Historical Background

The agricultural value of the San Joaquin Valley was recognized early in time, with much of the region used for dry land grain farming. The early completion of railroads through the region helped provide a ready means of shipping farm projects. In 1869, the Central Pacific completed a line through the western portion of San Joaquin County. The line ran from Sacramento, then south to Stockton, over Altamont Pass and then a ferry to San Francisco. The railroad later placed a coaling station at the base of Altamont Pass, leading to a small community named Ellis by 1870.

In 1878, another new line was built starting at Oakland through Martinez to connect to the Central Pacific three miles east of Ellis. This route avoided many hills, and eliminated the expense of helper engines. This brought about the establishment of the town of Tracy in September of 1878, names for Lathrop J. Tracy, a grain merchant and railroad director in Mansfield, Ohio (Gudde 1969). Soon after completion of the new line, the railroad discontinued the coal station at Ellis, and employees and their families moved to either the new town of Tracy or to Lathrop, then primarily a railroad town to the northeast.

Tracy continued to grow as a center for railroads. A new line southward through Los Banos became the fastest and least costly route to Los Angeles. The railroad headquarters were moved from Lathrop to Tracy in 1894, with all the railroad equipment and buildings moved at this time.

Agricultural efforts focused on grazing sheep and later in time, cattle, with animals moved to higher elevation pastures as land dried in the late spring, and returning after the annual rains began. Grain crops were also early crops, with the improvements in water supplies allowing other crops such as tomatoes, asparagus, nut, and fruit crops, as well as processing plants.

Tracy incorporated in 1910, with the first irrigation district established in 1915. Tracy stayed a small and isolated community until the 1970s, as growth in the Bay Area brought more people into Tracy, seeking the more reasonable priced land as ranches and farms became subdivided (Tracy Historical Museum 2018; City of Tracy n.d.).

Tracy Homes

In September 1950, the Tracy City Council approved the proposed location of the 60-unit low-income housing project. Location approval was a stipulation in the housing agreement by the City Council several months before when they approved the project a few months prior.

The area for the project was known as Mountain View Acres, and a portion of the land involved had to be annexed to the City of Tracy. The site was considered a good choice economically because the site did not require high costs of road, sewer, or water connections.

The landowners involved were Art and Harry Kaku and Clara Silva. The negotiations with the property owners had been made, with final approval based on the City Council's acceptance of the location (*Tracy Press* 21 September 1950).

The official name of the project was announced as “Tracy Homes,” with George McCarthy of Stockton named project manager for the new construction of this project and a larger one in Stockton. The landowners formally transferred the land title, with each Kaku brother receiving \$1,001 for their portion of the land, with Silva getting \$15,001. Bids were due for the construction cost, estimated to be \$500,000 (*Tracy Press*, 19 March 1951).

In June 1951, bids for the construction were due, with work underway in August 1951. The first 16 of 60 units were to be completed for occupancy by January 1, 1952, with the remainder by May 15, 1952.

Eligibility was based on income. A two-person family, \$200 or less; 3- or 4-person family, \$2600 or less; 5 or more persons, \$2,900 (*Tracy Press* 29 November 1951). In December 1851, 50 applications had been made for the apartments.

The completion was somewhat delayed but the opening of the first 16 apartments was estimated to be for occupancy on March 1, 1952. Preference for the apartments was given to disabled veterans, veterans, and servicemen. This did not happen, and despite missing landscaping, rear yard fencing, and some other details, the County of San Joaquin accepted the first 32 units, and move-ins began on May 15, 1952. All 60 units were to be occupied by sometime in June. The first group of families included 17 veterans. The new residents were asked for identification of any deficiencies in their former housing so they could be determined to be substandard, and potentially demolished. The last 28 units of the complex were accepted on June 19, 1952 (*Tracy Press* 15 May 1952, 19 June 1952).

Physical description of the units was very limited in the newspaper articles. The units were unfurnished except for a stove and refrigerator. The units ranged from one to four bedrooms, kitchen, bath, living room and service porch. They had concrete floors covered with asphalt tiles, with heating from gas furnaces (*Tracy Press* 12 November 1951). The APE includes a portion of Tracy Homes.

Later Changes

The units have been maintained over the years with even new paint being reported in the *Tracy Press* newspaper. Improvements, as well as replacement appliances to the units were made to keep current with standards. This included new HVAC units, washers and dryers, and kitchen appliances. Even so, time has taken its toll on the complex, and units are considered currently not fit for habitation.

RESEARCH

A record search was conducted for the current APE and a 0.25-mile radius at the Central California Information Center of the California Historical Resources Information System on June 21, 2023 (Record Search File No.: 12573L; Appendix 2). There are no resources reported to be located within

the APE, and two resources recorded within a ¼ mile radius—the South School (P-39-005009), and a historic district created in 1978, P-39-00598. The district is a list of older buildings, with no known status update of additions to the list and removals of buildings. No reports cover the project area; three reports are known within the ¼-mile radius.

NATIVE AMERICAN COORDINATION

A letter was sent to the Native American Heritage Commission (NAHC) by Peak & Associates, Inc. requesting a check of the Sacred Lands files for the project site. A reply from that office was prepared on July 7, 2023 (Appendix 3). The NAHC letter indicated the results were negative for Sacred Lands and provided a list of nine groups, some with multiple representatives, all who might have knowledge of resources of concern in the APE. Letters have been sent to the groups on August 23, 2023 (sample letter in Appendix 3). No replies have been received to date.

HISTORIC GROUP CONSULTATION

On June 20, 2023, Peak and Associates sent a letter to the Tracy Museum and West Side Pioneer Association asking about concerns for the existing building complex (Appendix 4). No response has been received to date.

FIELD ASSESSMENT

Michael Lawson completed a pedestrian survey and recordation of the complex of the APE in Tracy on August 30, 2023.

The survey area is a vintage residential complex, including seven buildings, now vacant and boarded up around a central courtyard. The buildings are multi-family units, surrounding a park-like open area. Five of the buildings appear to be duplexes with the building in the northwest corner comprised of four units. The building at the center of the south side (#6) is a triplex. All the units have a fenced back patio with a concrete floor, storage shed and clothesline set up.

Although some architectural details vary between buildings, they all have components in common, including composition roofing, stucco exterior and replacement vinyl-framed windows. The existing shutters appear to be vinyl as well.

Overall architecture and design are consistent with construction around 1950. The buildings appear to have been maintained, but are in poor to fair condition. The open areas are covered with mown grass and occasional trees: ash, spruce, crepe myrtle, and other unidentified ornamental trees.

Photographs were taken of each side of each building, showing variations in architecture, design, and style, along with similarities and current condition.

There is no evidence of prehistoric period cultural resources within the APE.

The Building Complex

The seven buildings in this district were all built as low-income housing, and all were built in the same style with variations in detail. There are no other buildings in the district. The buildings are arranged around three margins of a rectangular area, with the west side open, and the inner square a landscaped plaza. Individual variations in the buildings are described on the attached primary records (Appendix 5).

The style of the buildings is, essentially, Contemporary. The mass of the buildings is an undecorated side-gabled block. The only departures are relatively elaborate entry treatments featuring gabled roofs with elements of Craftsman in the treatment of the gable ends.

This was a low-income housing development with seven multi-family units built at about the time, in the same style but differing in detail. They are to be demolished and replaced with modern very low-income housing. The associated landscaping will also be destroyed.

| Apartment Units | | | |
|------------------|--------|-----------------------|-------------------------|
| Unit # | Floors | Type | |
| 316 South Court | 2 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 314 South Court | 2 | 4 Bedroom/ 1 bathroom | Vacant. Poor condition. |
| 312 South Court | 2 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 310 South Court | 2 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 302 South Court | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 300 South Court | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 11 West Street | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 9 West Street | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 7 West Street | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 5 West Street | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Fair condition. |
| 3 West Street | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 1 West Street | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 301 Mount Diablo | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 303 Mount Diablo | 1 | 3 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 305 Mount Diablo | 1 | 2 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 315 Mount Diablo | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Poor condition. |
| 317 Mount Diablo | 1 | 1 Bedroom/ 1 Bathroom | Vacant. Poor condition. |

Building #1

This building lies in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is in the northwest corner of the group and is the only two-story structure and only four-plex.

The main mass of the building is devoid of decoration and features stucco siding, painted olive in this case. The first-floor windows are boarded up, and the second-floor windows are sliders and double sashes. These appear to be vinyl framed replacements for the original fenestration. Heating and air facilities are visible on the low-pitched side gabled main roof.

The building faces north and that façade features two roofed entries with two doors each. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #2

One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is on the northern side of the group and is a one-story duplex painted in a peach shade, in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities are visible on the low-pitched side gabled main roof.

The building faces north and that façade features a central roofed entry with two doors. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #3

Another building in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is the northernmost of three eastern side of the group and is a one-story duplex, painted in a yellow shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities are visible on the low-pitched side gabled main roof.

The building faces east and that façade features an offset roofed entry with two doors. The offset is due to one side having a two-bedroom apartment and the other side three. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars

supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #4

Also located in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel is building #4. This one is the central of three eastern side members of the group and is a one-story duplex, painted olive in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities visible on the low-pitched side gabled main roof.

The building faces east and that façade features a central roofed entry with two doors. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #5

Another in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is the southernmost of three eastern side members of the group and is a one-story duplex, painted a peach shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities are visible on the low-pitched side gabled main roof.

The building faces east and that façade features an offset roofed entry with two doors, one leading to a three-bedroom apartment, the other, two bedrooms. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #6

Building #6 is one of a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is central on the southern border of the district. This is the only triplex of the group and is a one-story building painted a yellow shade.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities are visible on the low pitched side gabled main roof.

The building faces south and that façade features two widely separate roofed entries. The one on the west has two doors, one leading to a two-bedroom apartment on the west and the other leading to the three-bedroom apartment in the middle. The other roof covers the door leading to the two-

bedroom apartment on the east. The eastern roof is narrower to accommodate this asymmetry. The gabled roofs over the doors are not stucco faced but are painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two parts: large square bases with planks visible below and plain square pillars above.

Building #7

Another in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is in the southwestern corner of the district and is a one-story duplex, painted a peach shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, with heating and air facilities are visible on the low-pitched side gabled main roof.

The building faces south and that façade features a central roofed entry with two doors leading to one-bedroom apartments on each side, making this the smallest of the buildings in the district. The gabled roof over the doors is not stucco faced but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are different from the others in the district in that they taper down from bottom to top instead of being parallel sided and two parts.

EVALUATION OF THE BUILDING COMPLEX

Significance of cultural resources is measured against the National Register of Historic Places (NRHP) criteria for evaluation, but also the California Register of Historical Resources (CRHR) criteria. Under Criterion A of the NRHP, the building complex must be “associated with events that have made a significant contribution to the broad patterns of our history.” The CRHR similarly asks for a resource to be associated with “events that have made a significant contribution to the broad patterns of California’s history.” The building complex is simply a product of the development of Tracy and the recognition of the need for low-income housing. No known important historical events occurred on the site. It can be concluded that the building complex is not significant under Criterion A criteria.

For a building complex to be eligible under NRHP or CRHR Criterion B, there must be an association with a person important in our past. The historical research has failed to identify any such figure associated with this property. It can be concluded that the building complex is not associated with important people in local, California or federal history, and the complex is not eligible to either the NRHP or the CRHR under Criterion B.

The building complex must embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values to be eligible under NRHP Criterion C, with similar requirements for the CRHR. The buildings are in a

Contemporary style, of great popularity from 1945 to 1965 (McAlester 2014: 632). The complex is not particularly innovative, architecturally distinctive, or rare in California. The complex is not eligible for the NRHP under Criterion C.

Under Criterion D, a site can be eligible for yielding information important in prehistory or history. In that the site has been built on repeatedly over the years and was in an apparently environmentally undesirable location away from a natural water source, there is little likelihood that intact cultural deposits are present. The APE will not yield information important for research on the history or prehistory of the region. The building complex is not eligible for the NRHP or the CRHR under Criterion D.

EFFECTS OF THE PROPOSED PROJECT

As a result of the identification and evaluation efforts, an agency official can find that there are no historic properties present or there are historic properties present but the undertaking will have no effect upon them as defined in Section 800.16 (i).

If the agency official finds there are historic properties that may be affected by the undertaking, the agency official shall apply the criteria of adverse effect. “An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association” (Section 800.5 (a)).

There are three possible findings:

- Finding of no historic properties affected: There is no effect of any kind on the historic properties.
- Finding of no adverse effect: There could be an effect, but the effect would not be harmful to the characteristics that qualify the property for inclusion in the National Register; or
- Adverse effect: There could be an effect, and that effect could diminish the integrity of such characteristics.

There were no historic properties recorded within the project area. With regard to Section 106 of the NHPA, it is recommended that the agency seek concurrence from the California SHPO with a finding of “no historic properties affected” per § 800.4(d) (1). In terms of CEQA, there are no important properties in the project area.

RECOMMENDATIONS

With any surface inspection there is always a remote possibility that previous activities (both natural and cultural) have obscured prehistoric or historic period artifacts or habitation areas, leaving no surface evidence that would permit discovery of these cultural resources. If, during construction activities, unusual amounts of non-native stone (obsidian, fine-grained silicates, basalt), bone, shell, or prehistoric or historic period artifacts (purple glass, etc.) are observed, or if areas that contain dark-colored sediment that do not appear to have been created through natural processes are discovered, then work should cease in the immediate area of discovery and a professionally qualified archeologist should be contacted immediately for an on-site inspection of the discovery.

If any bone is uncovered that appears to be human, then the San Joaquin County Coroner must be contacted, according to state law. If the coroner determines that the bone most likely represents a Native American interment, then they must contact the Native American Heritage Commission in Sacramento so that they can identify the most likely descendants.

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Personal Communication

Gerald “Chip” Jones, Deputy Director
Housing Authority County of San Joaquin

APPENDIX 1

Resumes

**PEAK & ASSOCIATES, INC.
RESUME**

MELINDA A. PEAK
Senior Historian/Archeologist
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January 2023

PROFESSIONAL EXPERIENCE

Ms. Peak has served as the principal investigator on a wide range of prehistoric and historic excavations throughout California. She has directed laboratory analyses of archeological materials, including the historic period. She has also conducted a wide variety of cultural resource assessments in California, including documentary research, field survey, Native American consultation, and report preparation.

In addition, Ms. Peak has developed a second field of expertise in applied history, specializing in site-specific research for historic period resources. She has completed many historical research projects for a wide variety of site types throughout California.

Through her education and experience, Ms. Peak meets the Secretary of Interior Standards for historian, architectural historian, prehistoric archeologist, and historic archeologist.

EDUCATION

M.A. - History - California State University, Sacramento, 1989
Thesis: *The Bellevue Mine: A Historical Resources Management Site Study in Plumas and Sierra Counties, California*
B.A. - Anthropology - University of California, Berkeley

PROJECTS

In recent months, Ms. Peak has completed several determinations of eligibility and effect documents in coordination with the Corps of Engineers for projects requiring federal permits, assessing the eligibility of several sites for the National Register of Historic Places.

She has also completed historical research projects on a wide variety of topics for many projects including the development of navigation and landings on the Napa River, wineries, farmhouses dating to the 1860s, bridges, an early roadhouse, Folsom Dam, and a section of an electric railway line.

In recent years, Ms. Peak has prepared several cultural resource overviews and predictive models for blocks of land proposed for future development for general and specific plans. She has been able to direct several surveys of these areas, allowing the model to be tested.

She served as principal investigator for the multi-phase Twelve Bridges Golf Club project in Placer County. She served as liaison with the various agencies, helped prepare the historic properties treatment plan, managed the various phases of test and data recovery excavations, and completed the final report on the analysis of the test phase excavations of several prehistoric sites. She has served as the principal investigator for many major projects, coordinating contacts with Native Americans, the Corps of Engineers, and the Office of Historic Preservation.

Ms. Peak has served as project manager for many major survey and excavation projects in recent years, including the many surveys and site definition excavations for the 172-mile-long Pacific Pipeline proposed for construction in Santa Barbara, Ventura, and Los Angeles counties. She also completed an archival study in the City of Los Angeles for the project. She also served as principal investigator for a major coaxial cable removal project for AT&T.

Additionally, she has completed many small surveys, served as a construction monitor at several urban sites, and conducted emergency recovery excavations for sites found during monitoring. She has directed the excavations of several historic complexes in Sacramento, Placer, and El Dorado Counties.

Ms. Peak is the author of a chapter and two sections of a published history (1999) of Sacramento County, *Sacramento: Gold Rush Legacy, Metropolitan Legacy*. She served as the consultant for a children's book on California, published by Capstone Press in 2003 in the Land of Liberty series.

PEAK & ASSOCIATES, INC.
RESUME

MICHAEL LAWSON
Archeological Field Director
3941 Park Drive, Suite 20-329
El Dorado Hills, CA 95672
(916) 939-2405

January 2023

PROFESSIONAL EXPERIENCE

Mr. Lawson has compiled an excellent record of undertaking excavation and survey projects for both the public and private sectors over the past thirty years. He has conducted many surveys throughout northern and central California and Hawaii, as well as serving as an archeological technician, site monitor, crew chief and field director for a number of excavation projects.

Mr. Lawson is qualified by the Bureau of Land Management as a field director for archeological surveys and excavations. In 2022, he led teams as the field director on several field surveys in the Sierras for the proposed undergrounding of PG&E transmission lines, dealing with both historic and prehistoric cultural resources. Lawson works for several firms based in the Sacramento Area and Bay Area.

EDUCATION

B.A. - Anthropology - California State University, Sacramento

Special Course: Comparative Osteology. University of Tennessee, Knoxville. Forensic Anthropology Center. January 2018.

The special course included: intensive lab and outdoor study with human example from outdoor research facility, including typical and non-metric examples, compared with fifty non-human species commonly confused with human remains. Work at the outdoor research facility “The Body Farm” study included survey, photography, collection, and identification of faunal and human bone fragments, with a Power Point presentation discussing finds.

EXPERIENCE

- Extensive monitoring of open space, streets and project development areas for prehistoric period and historic period resources. Areas monitored include Sutter Street in Folsom; Mud Creek Archeological District in Chico; Camp Roberts, San Luis Obispo County; Avila Beach, San Luis Obispo County; Edgewood Golf Course, South Lake Tahoe; Davis Water Project, Davis; Star Bend levee section, Sutter County; Feather River levees, Sutter County; Bodega Bay, Sonoma County; San Jose BART line extension, Santa Clara County; and numerous sites for PG&E in San Francisco.

- Over thirty years of experience working in cultural resource management, volunteer, and academic settings in California historic, proto-historic, and prehistoric archaeology.
- Expertise in pedestrian survey, excavation, feature (including burial) exposure, laboratory techniques, research. Field positions include field director, assistant field director, crew chief and lead technician.

APPENDIX 2 NWIC

Record Search

(Confidential)

APPENDIX 3

Native American Coordination

NATIVE AMERICAN HERITAGE COMMISSION

July 7, 2023

Neal Nuenschwander
Peak & Associates Inc.Via Email to: peakinc@yahoo.com

Re: Tracy HUD Project, San Joaquin County

Dear Mr. Nuenschwander:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Pricilla.Torres-Fuentes@nahc.ca.gov.

Sincerely,

*Pricilla Torres-Fuentes*Pricilla Torres-Fuentes
Cultural Resources Analyst

Attachment

CHAIRPERSON
[VAVANT]VICE CHAIRPERSON
Reginald Pagaling
ChumashSECRETARY
Sara Dutschke
MiwokCOMMISSIONER
Isaac Bojorquez
Ohlone-CostanoanCOMMISSIONER
Buffy McQuillen
Yokayo Pomo, Yuki,
NomlakiCOMMISSIONER
Wayne Nelson
LuiseñoCOMMISSIONER
Stanley Rodriguez
KumeyaayCOMMISSIONER
[VAVANT]COMMISSIONER
[VACANT]EXECUTIVE SECRETARY
Raymond C.
Hitchcock
Miwok/NisenanNAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

**Native American Heritage Commission
Native American Contact List
San Joaquin County
7/7/2023**

| Tribe Name | Contact Person | Contact Address | Phone # | Email Address |
|---|---|--|----------------|----------------------------|
| Buena Vista Rancheria of Me-Wuk Indians | Rhonda Morningstar Pope, Chairperson | 1418 20th Street, Suite 200 Sacramento, CA, 95811 | (916) 491-0011 | rhonda@buenavistatribe.com |
| California Valley Miwok Tribe | , | 14807 Avenida Central La Grange, CA, 95329 | (209) 931-4567 | |
| California Valley Miwok Tribe | AKA Sheep Rancheria of Me-Wuk Indians of CA, | P.O. Box 395 West Point, CA, 95255 | (209) 293-4179 | l.ewilson@yahoo.com |
| Confederated Villages of Lisjan Nation | Cheyenne Gould, Tribal Cultural Resource Manager | 10926 Edes Ave Oakland, CA, 94603 | (510) 575-8408 | cvltribe@gmail.com |
| Confederated Villages of Lisjan Nation | Corrina Gould, Chairperson | 10926 Edes Avenue Oakland, CA, 94603 | (510) 575-8408 | cvltribe@gmail.com |
| Confederated Villages of Lisjan Nation | Deja Gould, Language Program Manager | 10926 Edes Ave Oakland, CA, 94603 | (510) 575-8408 | cvltribe@gmail.com |
| Ione Band of Miwok Indians | Sara Dutschke, Chairperson | 9252 Bush Street Plymouth, CA, 95669 | (209) 245-5800 | consultation@ionemiwok.net |
| Muwekma Ohlone Indian Tribe of the SF Bay Area | Monica Arellano, Vice Chairwoman | 20885 Redwood Road, Suite 232 Castro Valley, CA, 94546 | (408) 205-9714 | monicavarellano@gmail.com |
| North Valley Yokuts Tribe | Timothy Perez, | P.O. Box 717 Linden, CA, 95236 | (209) 662-2788 | huskanam@gmail.com |
| North Valley Yokuts Tribe | Katherine Perez, Chairperson | P.O. Box 717 Linden, CA, 95236 | (209) 887-3415 | canutes@verizon.net |

**Native American Heritage Commission
Native American Contact List
San Joaquin County
7/7/2023**

| | | | | |
|---|---|---|----------------|--------------------------------------|
| Tule River Indian Tribe | Joey Garfield, Tribal Archaeologist | P. O. Box 589 Porterville, CA, 93258 | (559) 783-8892 | joey.garfield@tulerivertribe-nsn.gov |
| Tule River Indian Tribe | Neil Peyron, Chairperson | P.O. Box 589 Porterville, CA, 93258 | (559) 781-4271 | neil.peyron@tulerivertribe-nsn.gov |
| Tule River Indian Tribe | Kerri Vera, Environmental Department | P. O. Box 589 Porterville, CA, 93258 | (559) 783-8892 | kerri.vera@tulerivertribe-nsn.gov |
| Wilton Rancheria | Dahlton Brown, Director of Administration | 9728 Kent Street Elk Grove, CA, 95624 | (916) 683-6000 | dbrown@wiltonrancheria-nsn.gov |
| Wilton Rancheria | Steven Hutchason, THPO | 9728 Kent Street Elk Grove, CA, 95624 | (916) 683-6000 | shutchason@wiltonrancheria-nsn.gov |
| Wilton Rancheria | Jesus Tarango, Chairperson | 9728 Kent Street Elk Grove, CA, 95624 | (916) 683-6000 | jtarango@wiltonrancheria-nsn.gov |
| Wuksachi Indian Tribe/Eshom Valley Band | Kenneth Woodrow, Chairperson | 1179 Rock Haven Ct. Salinas, CA, 93906 | (831) 443-9702 | kwood8934@aol.com |

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Tracy HUD Project, San Joaquin County.

PEAK & ASSOCIATES, INC.
CONSULTING ARCHEOLOGY



August 23, 2023

Native American Representative:

Peak & Associates, Inc. has contracted with De Novo Planning Group to perform a cultural resources assessment for the proposed HUD project at 300 West Street in Tracy, San Joaquin County. The property is currently occupied by low income housing and HUD proposes to build additional units in the area for the same purpose. A map is attached based on the Tracy 7.5' USGS quadrangle.

We are contacting individuals identified by the Native American Heritage Commission as persons who might have information to contribute regarding potential Native American concerns within the project area. Any information or concerns that you may have regarding village sites, traditional properties or modern Native American uses in the project area will be welcomed. Due to time constraints, we would appreciate replies within two weeks to be included with our report.

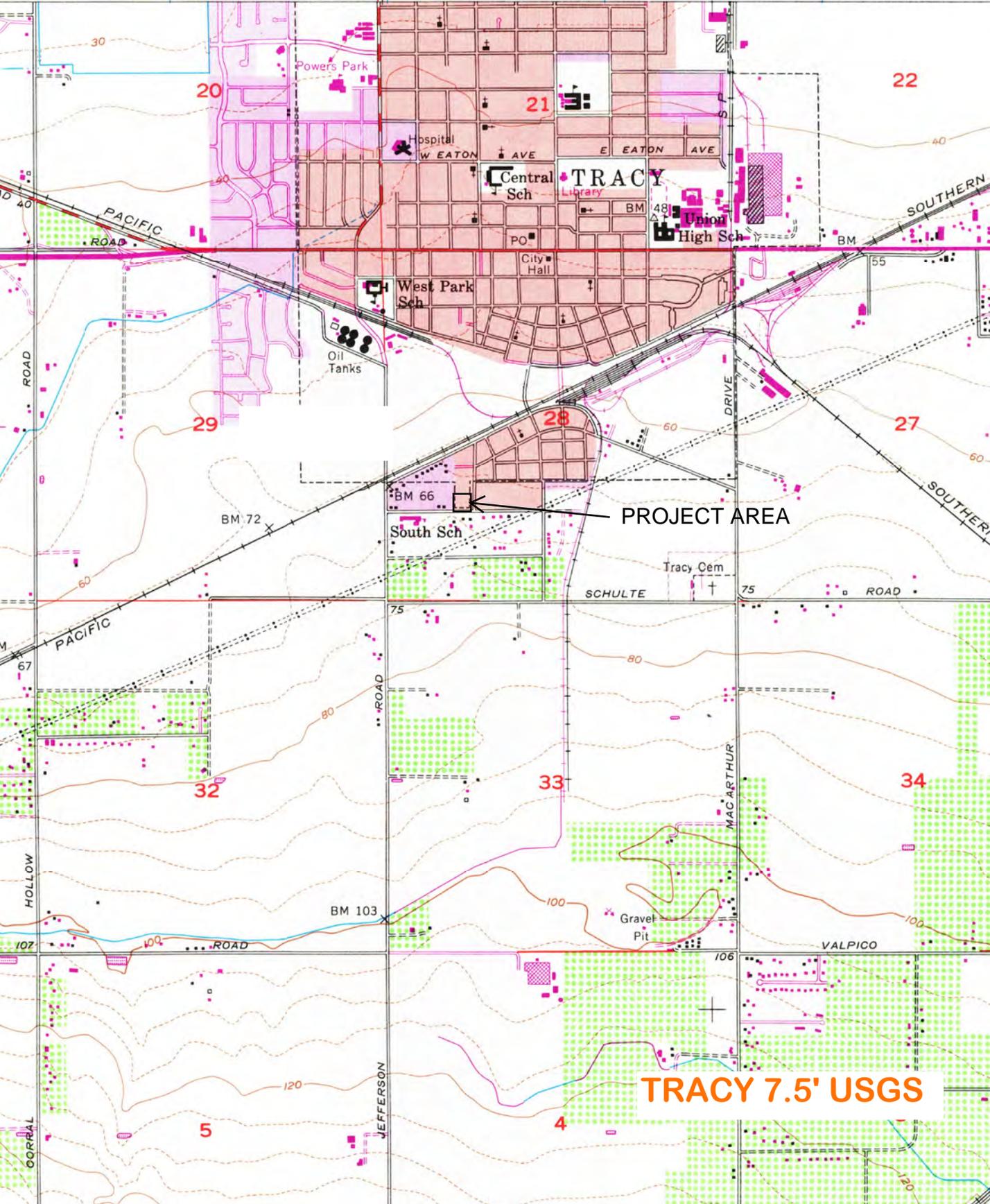
Thank you for your assistance.

Sincerely,

Robert A. Gerry
Consulting Archeologist

RG//

Encl.



TRACY 7.5' USGS

APPENDIX 4

Historic Group Consultation

PEAK & ASSOCIATES, INC.
CONSULTING ARCHEOLOGY



June 20, 2023

**Tracy Historical Museum and
West Side Pioneer Association**
PO Box 117
Tracy, CA 95378

Subject: Tracy Senior Living Project

The project is located at 301 West Street in the City of Tracy. The 6.85-acre Project site consists of seven affordable housing buildings containing 17 units along the border of the northern, eastern, and southern boundaries of the site surrounding a landscaped courtyard area with pedestrian pathways.

The proposed Project includes the demolition of the existing residential buildings and subsequent construction of 110 very-low-income affordable senior housing units, associated amenities, landscaping, and circulation and utility improvements. The Project would be developed in two phases of 55 units per phase. The lead agency is the Development Services Department of the City of Tracy.

Our firm will conduct the necessary cultural resource studies on the site, including a field survey, and recordation as well as the evaluation of the buildings and the building complex. The buildings date to 1950-1951, and as they are over 50 years in age, they will require evaluation under the criteria of the National Register of Historic Places.

Do you or any of your group members have any concerns about the complex? Do you have any further information or are there any photographs in your collection of these buildings? Please let me know—I can be reached at 916-939-2208 or peakinc@sbglobal.net.

Thank you for your assistance.

Sincerely,

Melinda A. Peak

Melinda A. Peak
Principal Investigator

- 3941 Park Drive, Suite 20#329, El Dorado Hills, CA 95762/Phone: (916)939-2405/peakinc@sbglobal.net
- 3161 Godman Avenue, Suite A, Chico, CA 95973/Phone: (530)342-2800/peakinc@yahoo.com

APPENDIX 5

**Tracy Homes Building Complex
DPR 523 Site Record**

Page 1 of 17

*NRHP Status Code **6Z**

*Resource Name or # (Assigned by recorder)

Tracy Senior Living Complex

D1. Historic Name: _____ D2. Common Name: HUD Housing

*D3. **Detailed Description** (Discuss overall coherence of the district, its setting, visual characteristics, and minor features. List all elements of district.):

The seven buildings in this district were all built by HUD for low income housing, and all were built in the same style with variations in detail. There are no other buildings in the district. The buildings are arranged around three margins of a rectangular area, with the west side open, and the inner square a landscaped plaza. Individual variations in the buildings are described on the attached primary records.

The style of the buildings is, essentially, Contemporary. The mass of the buildings is an undecorated side-gabled block. The only departures are relatively elaborate entry treatments featuring gabled roofs with elements of Craftsman in the treatment of the gable ends.

*D4. **Boundary Description** (Describe limits of district and attach map showing boundary and district elements.):

The southern portion of APN 235-420-160-000 comprising about 2.3 acres at the northwest corner of Mt. Diablo Avenue and West Street.

*D5. **Boundary Justification:**

This was a low income housing development with seven multi-family units built at about the time in the same styles but differing in details. They are to be demolished and replaced with modern very low income housing. The associated landscaping will also be destroyed.

D6. **Significance: Theme** _____ **Area** _____ **Period** _____
of Significance _____ **Applicable Criteria** _____ (Discuss district's importance in terms of its historical context as defined by theme, period of significance, and geographic scope. Also address the integrity of the district as a whole.)

Under Criterion A of the NRHP, the building complex must be "associated with events that have made a significant contribution to the broad patterns of our history." The building complex is simply a product of the development of Tracy and the recognition of the need for low income housing. No known important historical events occurred on the site. It can be concluded that the building complex is not significant under Criterion A.

For a building complex to be eligible under NRHP Criterion B, there must be an association with a person important in our past. Historical research has failed to identify any such figure associated with this property. It can be concluded that the building complex is not associated with important people in local, state or federal history, and the complex is not eligible under Criterion B.

The building complex must: embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values to be eligible under Criterion C. The buildings are in a Contemporary style, of great popularity from 1945 to 1965 (McAlester 2014: 632). The complex is not particularly innovative or architecturally distinctive. The complex is not eligible for the NRHP under Criterion C.

Under Criterion D, a site can be eligible for yielding information important in prehistory or history. In that the site has been built on repeatedly over the years and was in an environmentally undesirable location away from a natural water source, there is no likelihood that cultural deposits are present. The project area will not yield information important for research on the history or prehistory of the region. The building complex is not eligible for the NRHP under Criterion D.

*D7. **References** (Give full citations including the names and addresses of any informants, where possible.):

Survey report: Determination of Eligibility and Effect for the Tracy Senior Living Project, Tracy. San Joaquin County. Peak & Associates, Inc., 2023.

*D8. **Evaluator:** M. Peak **Date:** 9/7/2023

Affiliation and Address:

Peak & Associates, Inc., 3941 Park Drive, Ste 20-329, El Dorado Hills, CA, 95762

Other Listings
Review Code

Reviewer

Date

Page 2 of 17

*Resource Name or #: Building #1

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 310, 312, 314, 316 South Court Street City: Tracy Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 355 mE/ 41 76 791 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is in the northwest corner of the group and is the only two story structure and only four-plex.

The main mass of the building is devoid of decoration and features stucco siding, painted olive in this case. The first floor windows are boarded up, The second floor windows are sliders and double sashes. These appear to be vinyl framed replacements for the original fenestration. Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces north and that façade features two roofed entries with two doors each. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two part: large square bases with planks visible below and plain square pillars above.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking south at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. Owner and Address:

Dept of Housing and Urban Development

*P8. Recorded by: (Name, affiliation, and address)

M Lawson/R Gerry

Peak & Associates, Inc.

3941 Park Dr, Ste 20-327

El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)

Complete pedestrian related to Proposed development.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Determination of Eligibility and Effect for the Proposed Low Income Housing Development at 301 West Street, Tracy, San Joaquin County, California. Peak & Associates, Inc. 2023

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

BUILDING #1 Photographs



West side of Building #1



Building #1 rear (south) elevation

Other Listings
Review Code

Reviewer

Date

Page 4 of 17

*Resource Name or #: Building #2

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy

Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 300, 302 South Court Street

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 385 mE/ 41 76 791 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is on the northern side of the group and is a one story duplex painted in a peach shade, in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces north and that façade features a central roofed entry with two doors. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two part: large square bases with planks visible below and plain square pillars above.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking south at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. Owner and Address:

Dept of Housing and Urban
Development

*P8. Recorded by: (Name, affiliation, and address)

M Lawson/R Gerry
Peak & Associates, Inc.
3941 Park Dr, Ste 20-327
El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)
Complete pedestrian related to
Proposed development.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Determination of Eligibility and Effect for the Proposed Low Income Housing Development at 301 West Street, Tracy, San Joaquin County, California. Peak & Associates, Inc. 2023

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

BUILDING #2 Photographs



Building #2 rear (south) elevation

Other Listings
Review Code

Reviewer

Date

Page 6 of 17

*Resource Name or #: Building #3

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy

Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 9 and 11 West Street

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 408 mE/ 41 76 785 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is the northernmost of three eastern side of the group and is a one story duplex, painted in a yellow shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces east and that façade features an offset roofed entry with two doors. The offset is due to one side having a two bedroom apartment and the other side three. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two part: large square bases with planks visible below and plain square pillars above.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking west at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the Tracy Press

*P7. Owner and Address:

Dept of Housing and Urban
Development

*P8. Recorded by: (Name,
affiliation, and address)

M Lawson/R Gerry
Peak & Associates, Inc.
3941 Park Dr, Ste 20-327
El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)
Complete pedestrian related to
Proposed development.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Determination of Eligibility and Effect for the Proposed Low Income Housing Development at 301 West Street, Tracy, San Joaquin County, California. Peak & Associates, Inc. 2023

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

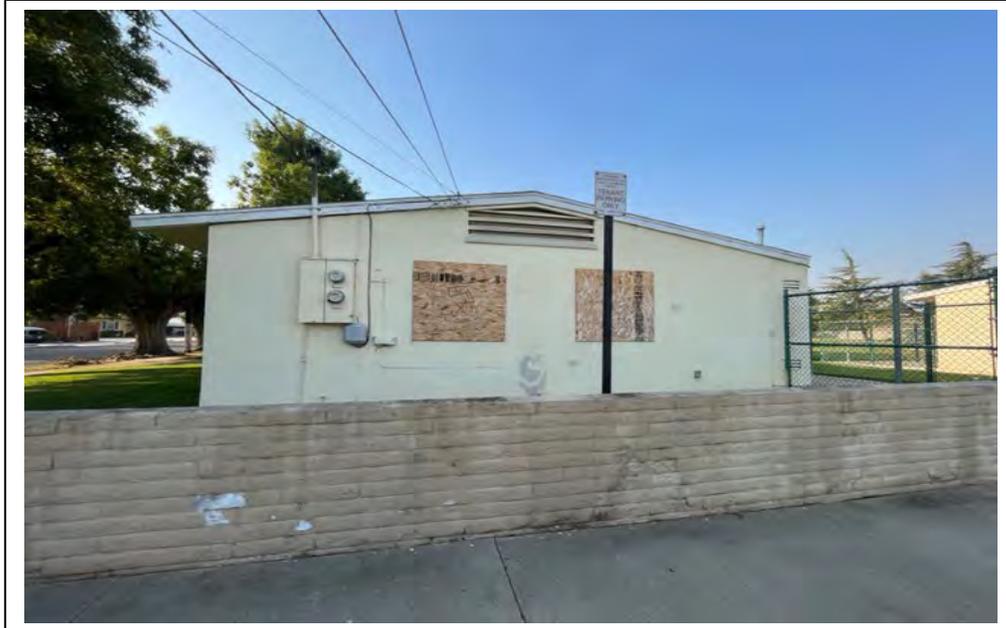
*Recorded by: Lawson/Gerry

*Date: 10/30/23

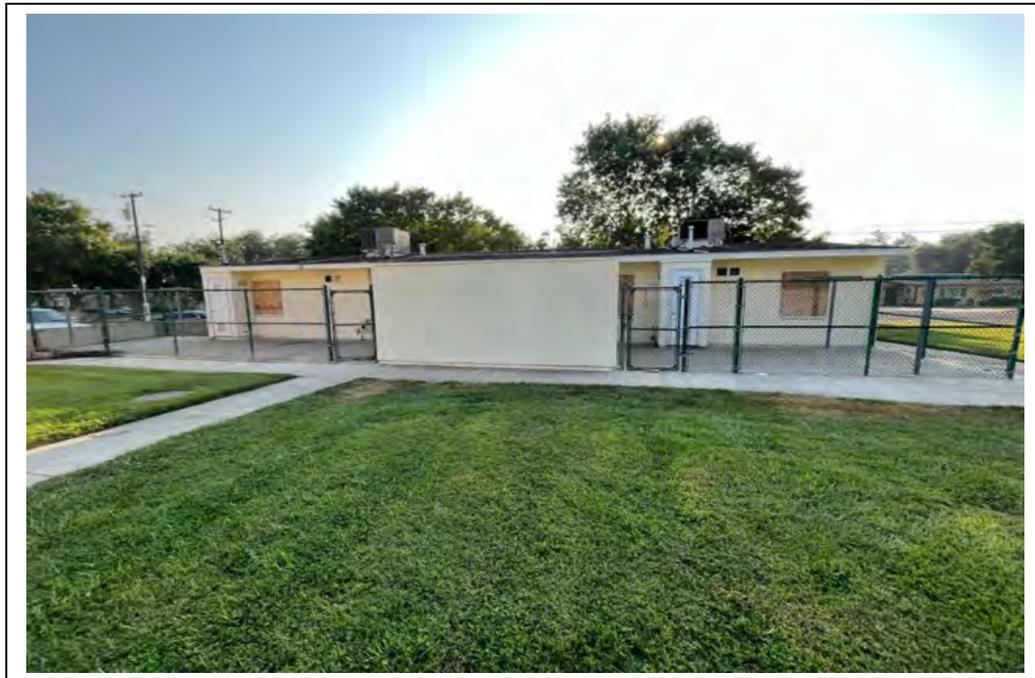
Continuation

Update

BUILDING #3 Photographs



North elevation of Building #3



Building #3 rear (west) elevation

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code

Reviewer

Date

Page 8 of 17

*Resource Name or #: Building #4

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy

Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 5 and 7 West Street

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 407 mE/ 41 76 759 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is the central of three eastern side members of the group and is a one story duplex, painted olive in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces east and that façade features a central roofed entry with two doors. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two part: large square bases with planks visible below and plain square pillars above.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking west at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. Owner and Address:

Dept of Housing and Urban
Development

*P8. Recorded by: (Name, affiliation, and address)

M Lawson/R Gerry
Peak & Associates, Inc.
3941 Park Dr, Ste 20-327
El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)
Complete pedestrian related to
Proposed development.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Determination of

Eligibility and Effect for the Proposed Low Income Housing Development at 301 West Street, Tracy, San Joaquin County, California. Peak & Associates, Inc. 2023

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

BUILDING #4 Photographs



North elevation of Building #4



Building #4 rear (west) elevation

Other Listings
Review Code

Reviewer

Date

Page 10 of 17

*Resource Name or #: Building #5

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy

Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 1 and 3 West Street

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 409 mE/ 41 76 733 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. **Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is the southernmost of three eastern side members of the group and is a one story duplex, painted a peach shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces east and that façade features an offset roofed entry with two doors, one leading to a three bedroom apartment, the other, two bedrooms. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are two part: large square bases with planks visible below and plain square pillars above.

*P3b. **Resource Attributes:** (List attributes and codes) HP-3, Multiple Family Property

*P4. **Resources Present:** Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking west at the front. 8/30/2023

*P6. **Date Constructed/Age and**

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. **Owner and Address:**

Dept of Housing and Urban
Development

*P8. **Recorded by:** (Name,
affiliation, and address)

M Lawson/R Gerry

Peak & Associates, Inc.

3941 Park Dr, Ste 20-327

El Dorado Hills, CA 95762

*P9. **Date Recorded:** 9/7/2023

*P10. **Survey Type:** (Describe)

Complete pedestrian related to
Proposed development.

*P11. **Report Citation:** (Cite survey report and other sources, or enter "none.") Determination of Eligibility and Effect for the Proposed Low Income Housing Development at 301 West Street, Tracy, San Joaquin County, California. Peak & Associates, Inc. 2023

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

BUILDING #5 Photographs



North elevation of Building #5



Building #5 rear (west) elevation

Other Listings
Review Code

Reviewer

Date

Page 12 of 17

*Resource Name or #: Building #6

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 301, 303 and 305 Mount Diablo Ave

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 381 mE/ 41 76 719 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is central on the southern border of district. This is the only triplex of the group and is a one story building painted a yellow shade.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces south and that façade features two widely separate roofed entries. The one on the west has two doors, one leading to a two bedroom apartment on the west and the other leading to the three bedroom apartment in the middle. The other roof covers the door leading to the two bedroom apartment on the east. The eastern roof is narrower to accommodate this asymmetry. The gabled roofs over the doors are not stuccoed but are painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roofs are two part: large square bases with planks visible below and plain square pillars above.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking north at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. Owner and Address:

Dept of Housing and Urban Development

*P8. Recorded by: (Name, affiliation, and address)

M Lawson/R Gerry
Peak & Associates, Inc.
3941 Park Dr, Ste 20-327
El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)
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*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

BUILDING #6 Photographs



East elevation of Building #6



Building #6 rear (northern) elevation

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code

Reviewer

Date

Page 14 of 17

*Resource Name or #: Building #7

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: San Joaquin

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Tracy

Date: 1954 T2S; R5E NW ¼ of SW ¼ of Sec 28; M.D. B.M.

c. Address: 315 and 317 Mount Diablo Ave

City: Tracy

Zip: 95376

d. UTM: Zone: 10, NAD 27 06 38 915 mE/ 41 76 719 mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 65 feet ±

On the NW corner of the intersection of West Street and Mt. Diablo Avenue.

*P3a. Description: (Describe and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

One in a group of seven similar buildings arranged around a grassy plaza in a larger HUD parcel. This one is in the southwestern corner of the district and is a one story duplex, painted a peach shade in this case.

The main mass of the building is devoid of decoration and features stucco siding. The windows are boarded up, Heating and air facilities are visible on the low pitched side gabled main roof.

The building faces south and that façade features a central roofed entry with two doors leading to one bedroom apartments on each side, making this the smallest of the buildings in the district. The gabled roof over the doors is not stuccoed but is painted the same color as the main mass, except for white trim on the gable ends, exposed beam ends and a trim strip at the base of the gable. The corner pillars supporting the roof are different from the others in the district in that they taper down from bottom to top instead of being parallel sided and two part.

*P3b. Resource Attributes: (List attributes and codes) HP-3, Multiple Family Property

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) Looking north at the front. 8/30/2023

*P6. Date Constructed/Age and

Sources: Historic

Prehistoric Both

1951-2 per the *Tracy Press*

*P7. Owner and Address:

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*P8. Recorded by: (Name, affiliation, and address)

M Lawson/R Gerry
Peak & Associates, Inc.
3941 Park Dr, Ste 20-327
El Dorado Hills, CA 95762

*P9. Date Recorded: 9/7/2023

*P10. Survey Type: (Describe)
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Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List):

*Recorded by: Lawson/Gerry

*Date: 10/30/23

Continuation

Update

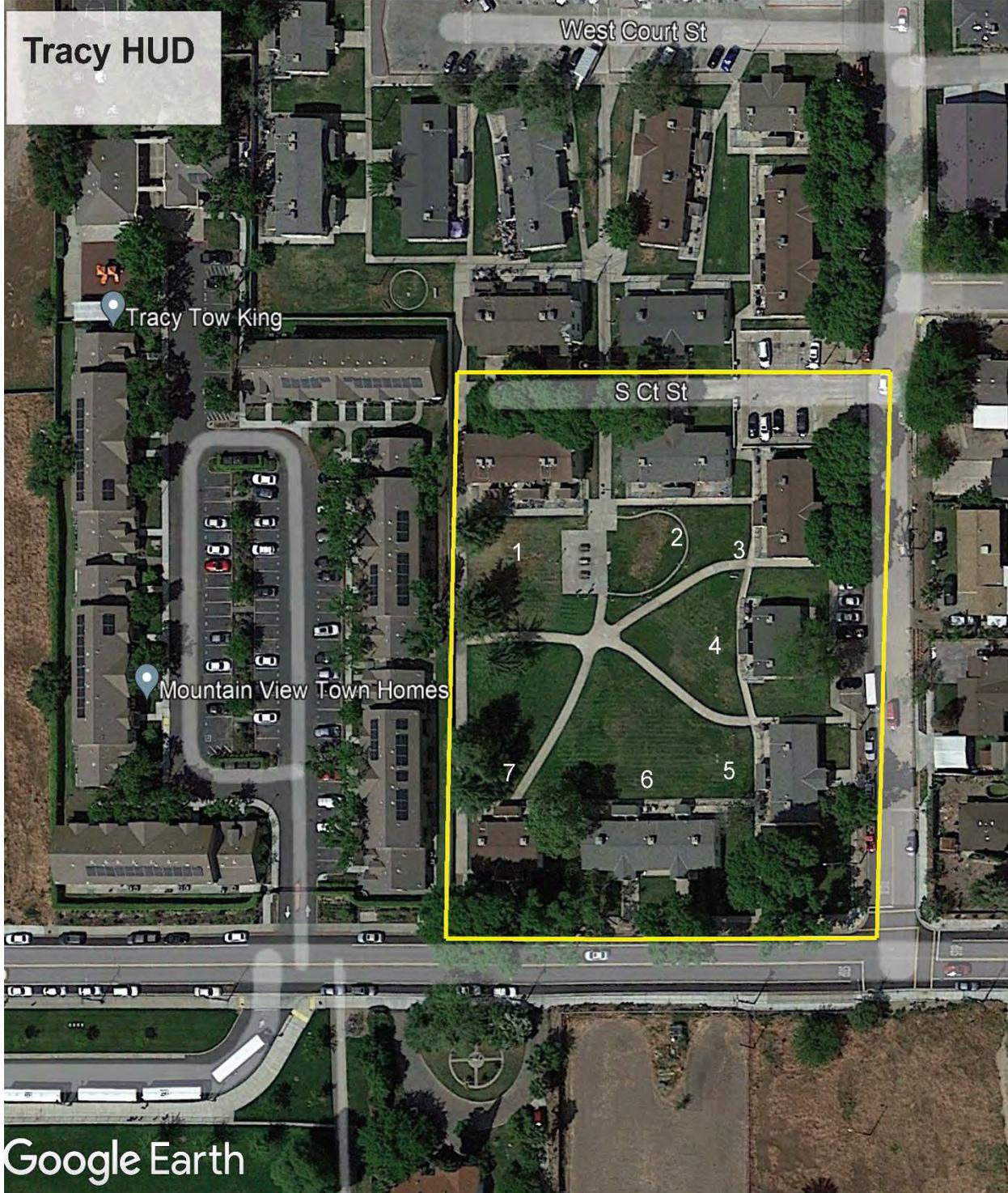
BUILDING #7 Photographs

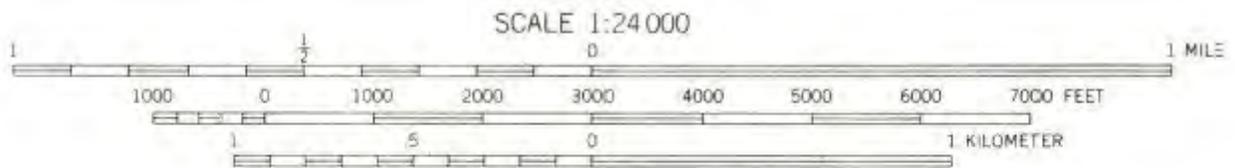
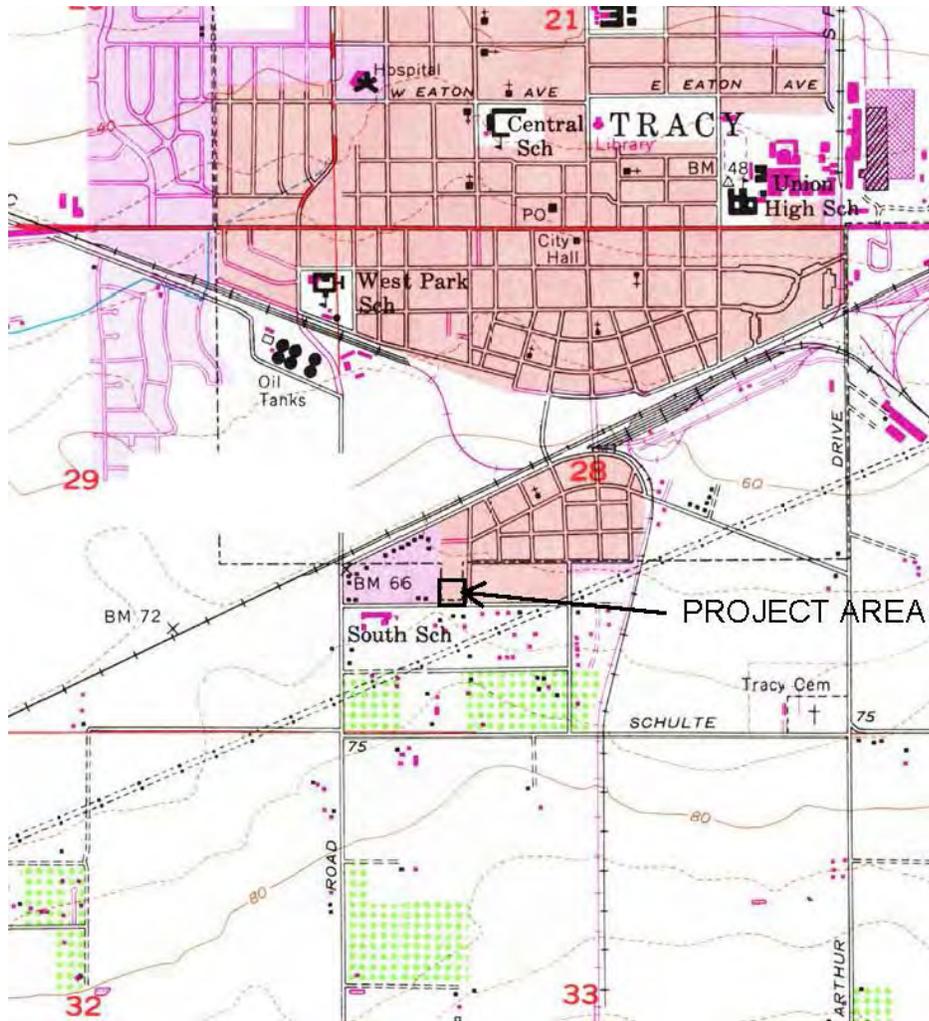


West elevation of Building #7



Building #7 Detail of Entry looking North





CONTOUR INTERVAL 5 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

APPENDIX D

Environmental Noise Assessment



Environmental Noise Assessment

Tracy Senior Living

City of Tracy, California

August 2, 2023

Project #230611

Prepared for:

DE NOVO PLANNING GROUP 

De Novo Planning Group

1020 Suncastr Lane, Suite 106

El Dorado Hills, California 95762

Prepared by:

Saxelby Acoustics LLC



Luke Saxelby, INCE Bd. Cert.

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Appendix A: Acoustical Terminology
 Appendix B: Field Noise Measurement Data
 Appendix C: Traffic Noise Calculations

INTRODUCTION

The Tracy Senior Living project is located in the City of Tracy, California. The project includes the construction of affordable senior housing. The project site is bordered to the south by West Mount Diablo Avenue. A Union Pacific Railroad line is located 750 feet to the north of the project site.

Figure 1 shows the project site plan. **Figure 2** shows an aerial photo of the project site.

ENVIRONMENTAL SETTING

BACKGROUND INFORMATION ON NOISE

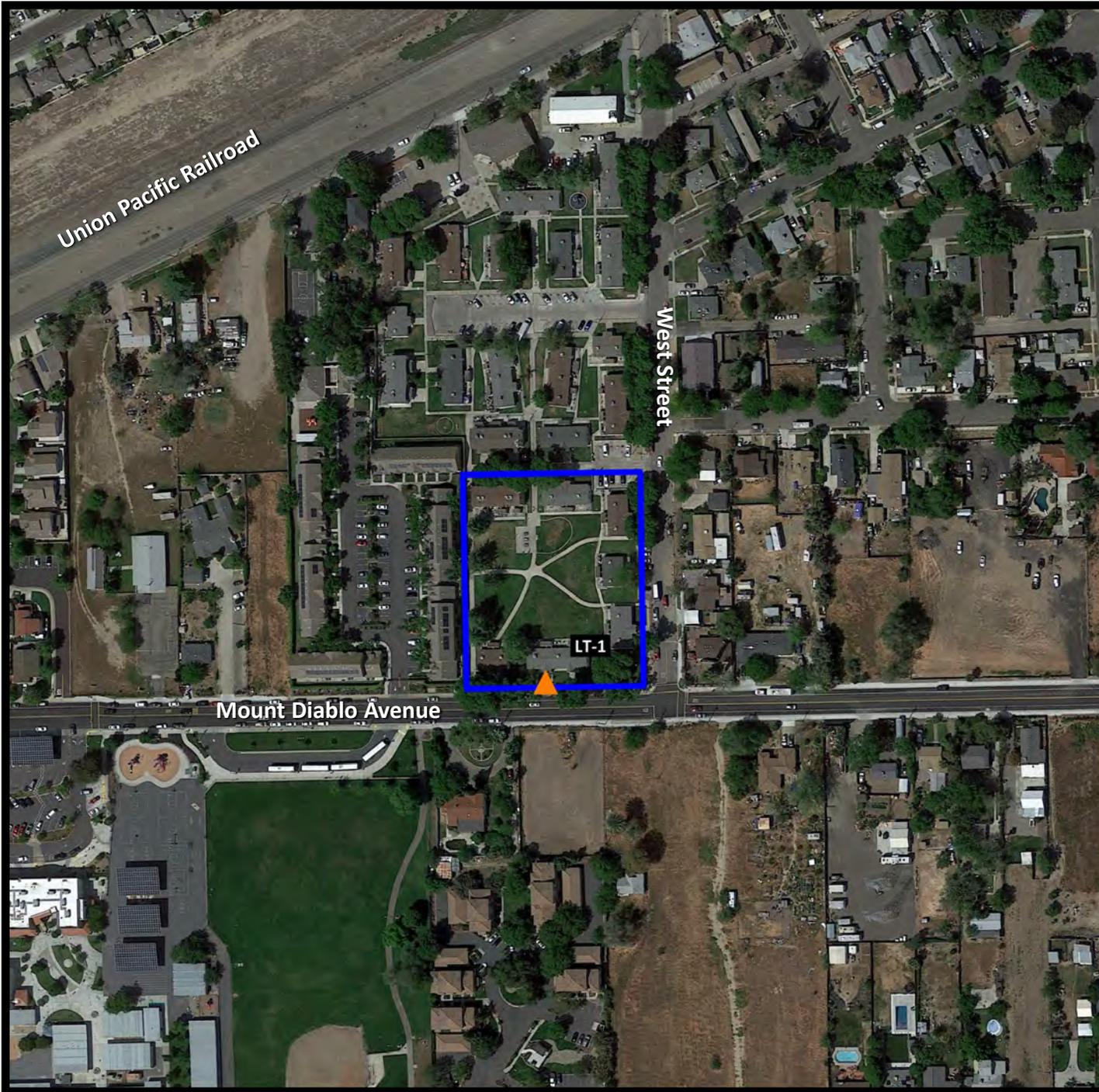
Fundamentals of Acoustics

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound and is expressed as cycles per second or Hertz (Hz).

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment.

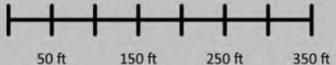


Tracy Senior Living
 City of Tracy, California

Figure 2
 Noise Measurement Sites

Legend

-  Project Site
-  Noise Measurement Site - Long Term

Projection: UTM Zone 10 / WGS84 / meters
 Rev. Date: 07/24/2023



The decibel scale is logarithmic, not linear. In other words, two sound levels 10-dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10-dBA is generally perceived as a doubling in loudness. For example, a 70-dBA sound is half as loud as an 80-dBA sound, and twice as loud as a 60-dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool is the average, or equivalent, sound level (L_{eq}), which corresponds to a steady-state A-weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour). The L_{eq} is the foundation of the composite noise descriptor, L_{dn} , and shows very good correlation with community response to noise.

The day/night average level (DNL or L_{dn}) is based upon the average noise level over a 24-hour day, with a +10-decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment.

Table 1 lists several examples of the noise levels associated with common situations. **Appendix A** provides a summary of acoustical terms used in this report.

TABLE 1: TYPICAL NOISE LEVELS

| Common Outdoor Activities | Noise Level (dBA) | Common Indoor Activities |
|---|-------------------|--|
| | --110-- | Rock Band |
| Jet Fly-over at 300 m (1,000 ft.) | --100-- | |
| Gas Lawn Mower at 1 m (3 ft.) | --90-- | |
| Diesel Truck at 15 m (50 ft.), at 80 km/hr. (50 mph) | --80-- | Food Blender at 1 m (3 ft.) Garbage Disposal at 1 m (3 ft.) |
| Noisy Urban Area, Daytime Gas Lawn Mower, 30 m (100 ft.) | --70-- | Vacuum Cleaner at 3 m (10 ft.) |
| Commercial Area Heavy Traffic at 90 m (300 ft.) | --60-- | Normal Speech at 1 m (3 ft.) |
| Quiet Urban Daytime | --50-- | Large Business Office Dishwasher in Next Room |
| Quiet Urban Nighttime | --40-- | Theater, Large Conference Room (Background) |
| Quiet Suburban Nighttime | --30-- | Library |
| Quiet Rural Nighttime | --20-- | Bedroom at Night, Concert Hall (Background) |
| | --10-- | Broadcast/Recording Studio |
| Lowest Threshold of Human Hearing | --0-- | Lowest Threshold of Human Hearing |

Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. September, 2013.

Effects of Noise on People

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regards to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1-dBA cannot be perceived;
- Outside of the laboratory, a 3-dBA change is considered a just-perceivable difference;
- A change in level of at least 5-dBA is required before any noticeable change in human response would be expected; and
- A 10-dBA change is subjectively heard as approximately a doubling in loudness and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6-dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres or a street with moving vehicles, would typically attenuate at a lower rate.

EXISTING NOISE AND VIBRATION ENVIRONMENTS

EXISTING NOISE RECEPTORS

Some land uses are considered more sensitive to noise than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Sensitive noise receptors may also include threatened or endangered noise-sensitive biological species, although many jurisdictions have not adopted noise standards for wildlife areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise.

Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved. In the vicinity of the project site, sensitive land uses include existing single-family residential uses to the north and west of the project site, multi-family residential uses to the east of the project site, and the South/West Park Elementary School south of the project site.

EXISTING GENERAL AMBIENT NOISE LEVELS

The existing noise environment in the project area is primarily defined by traffic on West Mount Diablo Avenue and operations from Union Pacific Railroad. To quantify the existing ambient noise environment in the project vicinity, Saxelby Acoustics conducted a continuous (24-hr.) noise level measurement at one location on the project site. The noise measurement location is shown on **Figure 2**. A summary of the noise level measurement survey results is provided in **Table 2**. **Appendix B** contains the complete results of the noise monitoring.

The sound level meter was programmed to record the maximum, median, and average noise levels at the site during the survey. The maximum value, denoted L_{max} , represents the highest noise level measured. The average value, denoted L_{eq} , represents the energy average of all the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50} , represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) model 820 precision integrating sound level meter was used for the ambient noise level measurement survey. The meters were calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

TABLE 2: SUMMARY OF EXISTING BACKGROUND NOISE MEASUREMENT DATA

| Location | Date | L_{dn} | Daytime L_{eq} | Daytime L_{50} | Daytime L_{max} | Nighttime L_{eq} | Nighttime L_{50} | Nighttime L_{max} |
|--|----------|----------|---------------------|---------------------|----------------------|-----------------------|-----------------------|------------------------|
| LT-1: 40 ft. to CL of West Mount Diablo Ave. | 6/7/2023 | 58 | 54 | 51 | 68 | 51 | 42 | 68 |
| | 6/8/2023 | 56 | 55 | 52 | 68 | 48 | 43 | 70 |
| | 6/9/2023 | 51 | 51 | 48 | 68 | 41 | 39 | 63 |

- All values shown in dBA
- Daytime hours: 7:00 a.m. to 10:00 p.m.
- Nighttime Hours: 10:00 p.m. to 7:00 a.m.
- Source: Saxelby Acoustics, 2023.

FUTURE TRAFFIC NOISE ENVIRONMENT AT OFF-SITE RECEPTORS

OFF-SITE TRAFFIC NOISE IMPACT ASSESSMENT METHODOLOGY

To assess noise impacts due to project-related traffic increases on the local roadway network, traffic noise levels are predicted at sensitive receptors for existing and future, project and no-project conditions.

Existing and Cumulative noise levels due to traffic are calculated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The model is based upon the Calveno reference noise factors for automobiles, medium trucks and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site.

The FHWA model was developed to predict hourly L_{eq} values for free-flowing traffic conditions. To predict traffic noise levels in terms of L_{dn} , it is necessary to adjust the input volume to account for the day/night distribution of traffic.

Project trip generation volumes were provided by the project traffic engineer (Kimley Horn 2023), truck usage and vehicle speeds on the local area roadways were estimated from field observations. Existing and Cumulative traffic volumes for West Mount Diablo were obtained from the City of Tracy City Roadway & Transportation Master Plan 2022. The predicted increases in traffic noise levels on the local roadway network for Existing and Cumulative conditions which would result from the project are provided in terms of L_{dn} .

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may not receive full shielding from noise barriers or may be located at distances which vary from the assumed calculation distance.

Tables 3 and 4 summarize the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. **Appendix C** provides the complete inputs and results of the FHWA traffic modeling.

TABLE 3: PREDICTED TRAFFIC NOISE LEVEL AND PROJECT-RELATED TRAFFIC NOISE LEVEL INCREASES

| Roadway | Segment | Predicted Exterior Noise Level (dBA L_{dn}) at Closest Sensitive Receptors | | |
|----------------------|------------------------|---|--------------------|--------|
| | | Existing No Project | Existing + Project | Change |
| West Mt. Diablo Ave. | East of S. Tracy Blvd. | 51.1 | 51.7 | 0.6 |

TABLE 4: CUMULATIVE TRAFFIC NOISE LEVEL AND PROJECT-RELATED TRAFFIC NOISE LEVEL INCREASES

| Roadway | Segment | Predicted Exterior Noise Level (dBA L_{dn}) at Closest Sensitive Receptors | | |
|----------------------|------------------------|---|----------------------|--------|
| | | Cumulative No Project | Cumulative + Project | Change |
| West Mt. Diablo Ave. | East of S. Tracy Blvd. | 53.7 | 54.0 | 0.3 |

Based upon **Tables 3 and 4** data, the proposed project is predicted to result in an increase in a maximum traffic noise level increase of 0.6 dBA.

EVALUATION OF FUTURE TRANSPORTATION NOISE ON PROJECT SITE

Saxelby Acoustics used the SoundPLAN noise model to calculate transportation noise levels at the proposed residential uses due to traffic on West Mount Diablo Avenue and the Union Pacific Railroad line to the north. Inputs to the SoundPLAN noise model include topography, existing structures, roadway elevations, and the proposed building pad elevations. West Mount Diablo Avenue was estimated to increase by +2.9 dBA based upon project traffic increases provided by the project traffic engineer (Kimley Horn 2023). The results of this analysis are shown graphically on **Figure 3**.

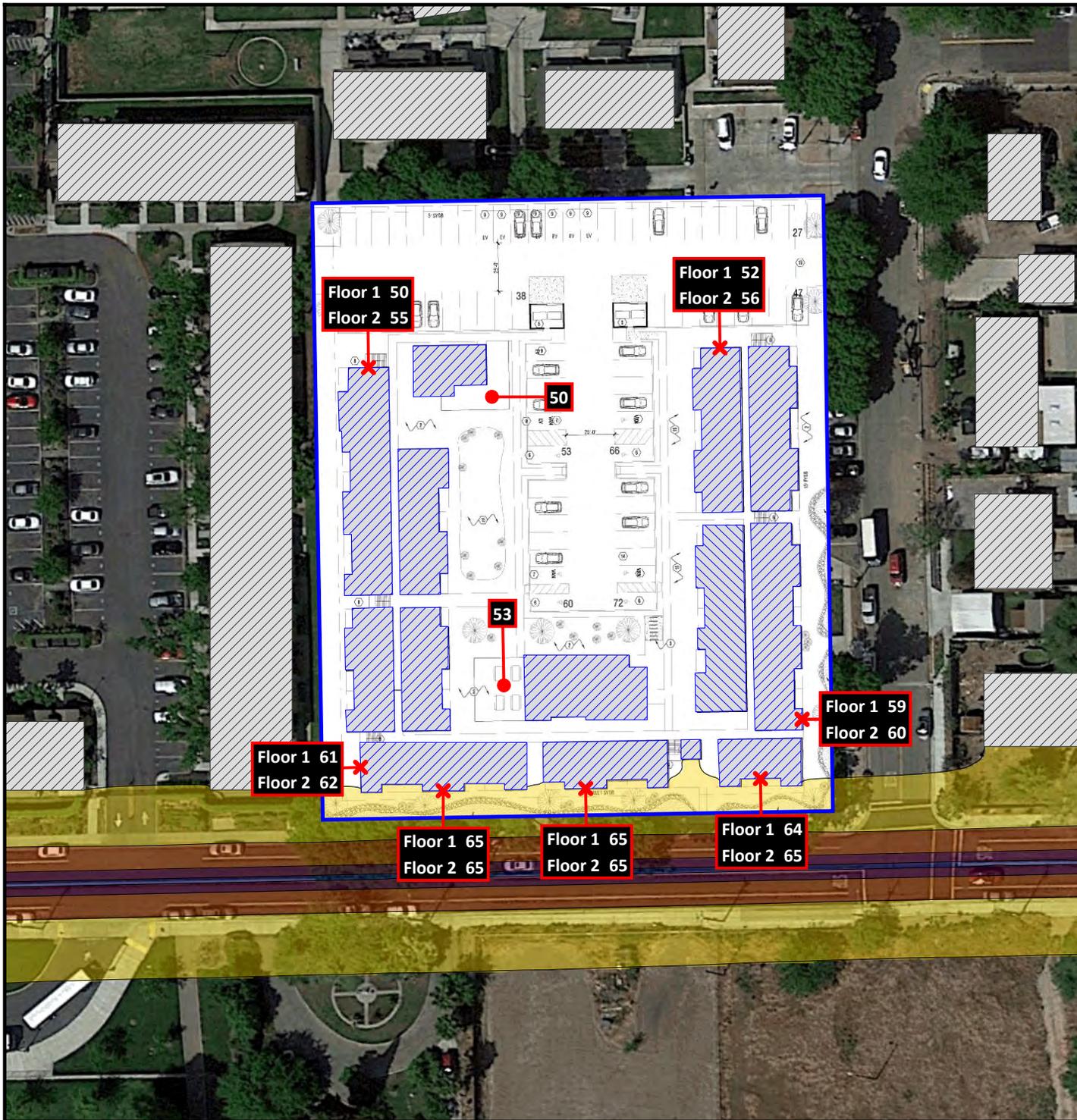


Tracy Senior Living

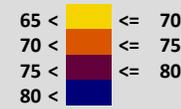
City of Tracy, California

Figure 3

Future Transportation Noise
Ldn, dB(A)



Noise Level, dB(A)



Legend

- Project Building
- Existing Building
- Outdoor Area Noise Level
- Facade Noise Level

Scale 1:75



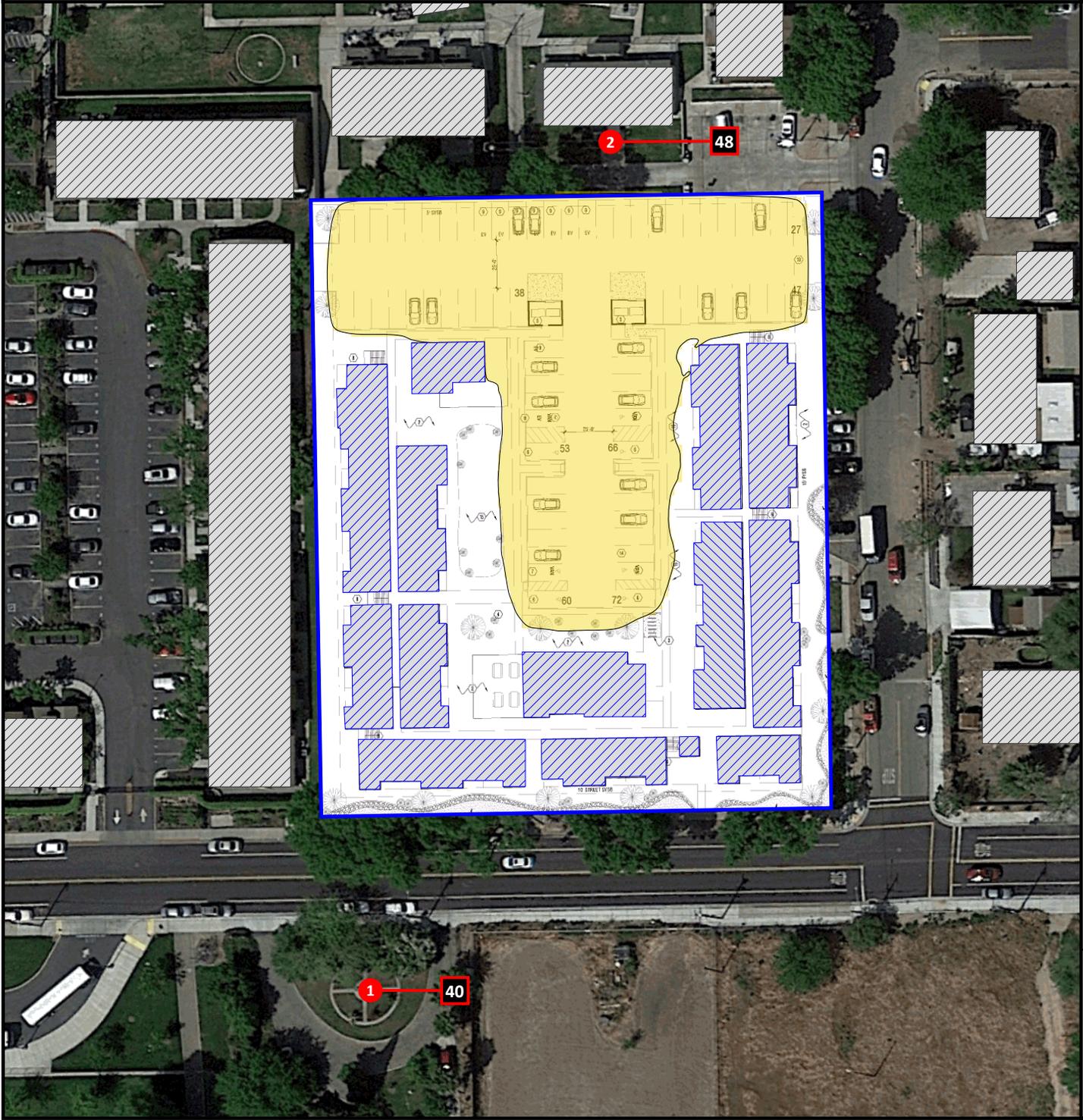
EVALUATION OF PROJECT OPERATIONAL NOISE AT EXISTING SENSITIVE RECEPTORS

Project site traffic circulation and residential HVAC noise are considered to be the primary noise sources for this project. The following is a list of assumptions used for noise modeling. The data used is based upon a combination of manufacturer’s provided data and Saxelby Acoustics data from similar operations.

On-Site Circulation: The project is projected to generate 161 daily trips with 11 trips in the morning peak hour (Kimley Horn). Saxelby Acoustics assumed that 1-2 of these trips could be heavy trucks to account for deliveries and trash collection. Parking lot movements are predicted to generate a sound exposure level (SEL) of 71 dBA SEL at 50 feet for passenger vehicles and 85 dBA SEL at 50 feet for trucks. Nighttime traffic outside of the AM or PM peak hour is estimated to be approximately 1/4 of daytime trips during nighttime hours (10:00 p.m. to 7:00 a.m.). Saxelby Acoustics data.

HVAC: Assumes a single three-ton HVAC unit for each residential unit. The units were assumed to have a sound level rating of 70 dBA (manufacturer’s data).

Saxelby Acoustics used the SoundPLAN noise prediction model. Inputs to the model included sound power levels for the proposed amenities, existing and proposed buildings, terrain type, and locations of sensitive receptors. These predictions are made in accordance with International Organization for Standardization (ISO) standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). ISO 9613 is the most commonly used method for calculating exterior noise propagation. **Figure 4** shows the noise level contours resulting from the operation of the project.

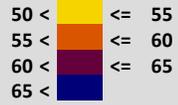


Tracy Senior Living

City of Tracy, California

Figure 4
 Daytime and Nighttime Project
 Noise Contours
 Leq, dB(A)

Noise Level, dB(A)



Legend

-  Project Building
-  Existing Building
-  Project Site

Scale 1:75



CONSTRUCTION NOISE ENVIRONMENT

During the construction of the proposed project, noise from construction activities would temporarily add to the noise environment in the project vicinity. As shown in **Table 5**, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dB at a distance of 50 feet.

TABLE 5: CONSTRUCTION EQUIPMENT NOISE

| Type of Equipment | Maximum Level, dBA at 50 feet |
|-------------------|-------------------------------|
| Auger Drill Rig | 84 |
| Backhoe | 78 |
| Compactor | 83 |
| Compressor (air) | 78 |
| Concrete Saw | 90 |
| Dozer | 82 |
| Dump Truck | 76 |
| Excavator | 81 |
| Generator | 81 |
| Jackhammer | 89 |
| Pneumatic Tools | 85 |

Source: Roadway Construction Noise Model User's Guide. Federal Highway Administration. FHWA-HEP-05-054. January 2006.

CONSTRUCTION VIBRATION ENVIRONMENT

The primary vibration-generating activities associated with the proposed project would occur during construction when activities such as grading, utilities placement, and parking lot construction occur. **Table 6** shows the typical vibration levels produced by construction equipment.

TABLE 6: VIBRATION LEVELS FOR VARIOUS CONSTRUCTION EQUIPMENT

| Type of Equipment | Peak Particle Velocity at 25 feet (inches/second) | Peak Particle Velocity at 50 feet (inches/second) | Peak Particle Velocity at 100 feet (inches/second) |
|----------------------------|---|---|--|
| Large Bulldozer | 0.089 | 0.031 | 0.011 |
| Loaded Trucks | 0.076 | 0.027 | 0.010 |
| Small Bulldozer | 0.003 | 0.001 | 0.000 |
| Auger/drill Rigs | 0.089 | 0.031 | 0.011 |
| Jackhammer | 0.035 | 0.012 | 0.004 |
| Vibratory Hammer | 0.070 | 0.025 | 0.009 |
| Vibratory Compactor/roller | 0.210 (Less than 0.20 at 26 feet) | 0.074 | 0.026 |

Source: Transit Noise and Vibration Impact Assessment Guidelines. Federal Transit Administration. May 2006.

REGULATORY CONTEXT

FEDERAL

HUD Criteria

The U.S. Department of Housing and Urban Development (HUD) establishes an acceptable exterior noise environment of 65 dBA L_{dn} (also expressed as “DNL” or Day/Night Level) at exterior areas of residential uses. Noise levels in the 65-75 dBA DNL range are considered Normally Unacceptable. However, 65-75 dBA DNL may be allowed, but require special approvals and additional sound attenuation measures. Such measures include a 5 dBA improvement to the building facade noise level reduction (NLR) for exterior noise levels in the 65-70 dBA range, and an improvement of 10 dBA for exterior noise levels in the 70-75 dBA range. The improvement is required in addition to “attenuation provided by buildings as commonly constructed in the area and requiring open windows for ventilation.”

Noise levels exceeding 75 dBA DNL are considered unacceptable and may only be allowed under special circumstances.

In addition, HUD established an interior noise level goal of 45 dBA DNL, while assuming a typical exterior-to-interior NLR of 20 dBA.

STATE

California Environmental Quality Act

The California Environmental Quality Act (CEQA) Guidelines, Appendix G, indicate that a significant noise impact may occur if a project exposes persons to noise or vibration levels in excess of local general plans or noise ordinance standards, or cause a substantial permanent or temporary increase in ambient noise levels. CEQA standards are discussed more below under the Thresholds of Significance section.

State Building Code, Title 24, Part 2 of the State of California Code of Regulations

The State Building Code, Title 24, Part 2 of the State of California Code of Regulations, establishes uniform minimum noise insulation performance standards to protect persons within new buildings which house people, including hotels, motels, dormitories, apartment houses, and dwellings other than single-family dwellings. Title 24 mandates that interior noise levels attributable to exterior sources shall not exceed 45 dB L_{dn} or CNEL in any habitable room. Title 24 also mandates that for structures containing noise-sensitive uses to be located where the L_{dn} or CNEL exceeds 60 dB, an acoustical analysis must be prepared to identify mechanisms for limiting exterior noise to the prescribed allowable interior levels. If the interior allowable noise levels are met by requiring that windows be kept closed, the design for the structure must also specify a ventilation or air conditioning system to provide a habitable interior environment.

LOCAL

City of Tracy General Plan

Policies

- P5. For new residential land uses, noise from external sources shall not cause building interiors to exceed 45 L_{dn}.
- P6. For new multi-family residential land uses, noise from external sources shall not cause the community outdoor recreation areas to exceed 65 L_{dn}. This policy shall not apply to balconies.
- P8. Measures to attenuate exterior and/or interior noise levels to acceptable levels shall be incorporated into all development projects. Acceptable, conditionally acceptable and unacceptable noise levels are presented in **Table 7**.

TABLE 7: LAND USE COMPATIBILITY FOR COMMUNITY NOISE ENVIRONMENT

| Land Use Category | Exterior Noise Exposure (L _{dn}) | | | | | |
|--|--|-----|----|----|----|----|
| | 55 | 60 | 65 | 70 | 75 | 80 |
| Single-Family Residential | | | | | | |
| Multi-Family Residential, Hotels, and Motels | | (a) | | | | |
| Outdoor Sports and Recreation, Neighborhood Parks and Playgrounds | | | | | | |
| Schools, Libraries, Museums, Hospitals, Personal Care, Meeting Halls, Churches | | | | | | |
| Office Buildings, Business Commercial, and Professional | | | | | | |
| Auditoriums, Concert Halls, Amphitheaters | | | | | | |

(a) Residential development sites exposed to noise levels exceeding 60 L_{dn} shall be analyzed following protocols in Appendix Chapter 12, Section 1208A, Sound Transmission Control, California Building Code

| | |
|--|---|
| | <p>NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.</p> |
| | <p>CONDITIONALLY ACCEPTABLE Specified land use may be permitted only after detailed analysis of the noise reduction requirements and the needed noise insulation features included in the design.</p> |
| | <p>UNACCEPTABLE New construction or development should generally not be undertaken because mitigation is usually not feasible to comply with noise element policies.</p> |

Source: City of Tracy General Plan Figure 9-3

Policies

- P2. Mitigation measures shall be required for new development projects that exceed the following criteria:
 - Cause the L_{dn} at noise-sensitive uses to increase by 3 dB or more and exceed the “normally acceptable” level.
 - Cause the L_{dn} at noise-sensitive uses to increase 5 dB or more and remain “normally acceptable.”

- Cause new noise levels to exceed the City of Tracy Noise Ordinance limits.

Source: Develop Code Section 16.60.040, Standards.

- P4. All construction in the vicinity of noise sensitive land uses, such as residences, hospitals, or convalescent homes, shall be limited to daylight hours or 7:00 a.m. to 7:00 p.m. In addition, the following construction noise control measures shall be included as requirements at construction sites to minimize construction noise impacts:
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
 - Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.
 - Utilize “quiet” air compressors and other stationary noise sources where technology exists.

City of Tracy Municipal Code

4.12.750 - General sound level limits.

Except for exempted activities and sounds as provided in this chapter or exempted properties as referenced in Section 4.12.800, it shall be unlawful for any person to cause or allow the creation of any noise to the extent that the one-hour average sound level, at any point on or beyond the boundaries of the property in the applicable Base District Zone on which the sound is produced exceeds the applicable limits set forth below:

TABLE 8: GENERAL SOUND LEVEL LIMITS AT BASE DISTRICT ZONE

| Base District Zone | Sound Level Limits (Decibels) |
|--|-------------------------------|
| 1. Residential Districts RE (Residential Estate) LDR (Low Density) MDR/MDC (Medium Density) HDR (High Density) RMH (Mobile Home) | 55 |
| 2. Commercial Districts MO (Medical Office) POM (Professional Office and Medical) NS (Neighborhood Shopping) CBD (Central Business District) GHC (General Highway) H-s (Highway Service) | 65 |
| 3. Industrial Districts M-1 (Light Industrial) M-2 (Heavy Industrial) | 75 |
| 4. A (Agricultural) | 75 |
| 5. AMO Aggregate Mineral Overlay Zone | 75 |

Source : City of Tracy Municipal Code 4.12.750

Summary of Applicable Noise Level Criteria

City of Tracy General Plan requires mitigation measures when the following occurs:

- The L_{dn} at noise-sensitive uses to increase by 3 dB or more due to project noise and exceed the “normally acceptable” (See **Table 7**) level.
- The L_{dn} at noise-sensitive uses to increase 5 dB or more due to project noise and remain “normally acceptable.” (See **Table 7**).
- New noise levels to exceed the City of Tracy Noise Ordinance limits.

Table 8 shows the noise level standard of a one-hour average sound level permitted at any point on or beyond the boundaries of the property. The table indicates the proposed project shall not produce non-transportation noise levels of 55 dBA L_{eq} at adjacent noise sensitive receptors.

CRITERIA FOR ACCEPTABLE VIBRATION

Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person’s perception to the vibration will depend on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities in inches per second. Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of peak particle velocities.

Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. **Table 9**, which was developed by Caltrans, shows the vibration levels which would normally be required to result in damage to structures. The vibration levels are presented in terms of peak particle velocity in inches per second.

Table 9 indicates that the threshold for architectural damage to structures is 0.20 in/sec p.p.v. A threshold of 0.20 in/sec p.p.v. is considered to be a reasonable threshold for short-term construction projects.

TABLE 9: EFFECTS OF VIBRATION ON PEOPLE AND BUILDINGS

| Peak Particle Velocity | | Human Reaction | Effect on Buildings |
|------------------------|-------------|---|--|
| mm/second | in/second | | |
| 0.15-0.30 | 0.006-0.019 | Threshold of perception; possibility of intrusion | Vibrations unlikely to cause damage of any type |
| 2.0 | 0.08 | Vibrations readily perceptible | Recommended upper level of the vibration to which ruins and ancient monuments should be subjected |
| 2.5 | 0.10 | Level at which continuous vibrations begin to annoy people | Virtually no risk of “architectural” damage to normal buildings |
| 5.0 | 0.20 | Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations) | Threshold at which there is a risk of “architectural” damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize “architectural” damage |
| 10-15 | 0.4-0.6 | Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges | Vibrations at a greater level than normally expected from traffic, but would cause “architectural” damage and possibly minor structural damage |

Source: *Transportation Related Earthborne Vibrations*. Caltrans. TAV-02-01-R9601. February 20, 2002.

IMPACTS AND MITIGATION MEASURES

THRESHOLDS OF SIGNIFICANCE

Appendix G of the CEQA Guidelines states that a project would normally be considered to result in significant noise impacts if noise levels conflict with adopted environmental standards or plans or if noise generated by the project would substantially increase existing noise levels at sensitive receivers on a permanent or temporary basis. Significance criteria for noise impacts are drawn from CEQA Guidelines Appendix G (Items XI [a-c]).

Would the project:

- a. Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b. Generate excessive groundborne vibration or groundborne noise levels?
- c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The proposed project is not located within two miles of a public or private airport, therefore item “c” is not discussed any further in this study.

Noise Level Increase Criteria for Long-Term Project-Related Noise Level Increases

The City of Tracy General Plan Noise Element specifies criteria for determination of significant noise impacts in Policy P2. As stated in the City of Tracy General Plan Policy P2, mitigation measures shall be required for new development projects under the following conditions:

- Causes the L_{dn} at noise-sensitive uses to increase 3 dB or more and exceed the “normally acceptable level”;
- Causes the L_{dn} at noise-sensitive uses increase 5 dB or more and remain “normally acceptable” level;
- Cause new noise levels to exceed the City of Tracy Noise Ordinance limits.

Based on Policy P2, an increase in the traffic noise level of 3 dB or more and exceed the “normally acceptable” level would be significant, or 5 dB or more and remain “normally acceptable”. Extending this concept to lower noise levels, new noise levels that exceed the City of Tracy Noise Ordinance limits would be significant. The rationale for the Policy P2 criteria is that as ambient noise levels increase, a smaller increase in noise resulting from a project is sufficient to cause annoyance.

Temporary Construction Noise Impacts

With temporary noise impacts (construction), identification of “substantial increases” depends upon the duration of the impact, the temporal daily nature of the impact, and the absolute change in decibel levels. Per the City of Tracy Municipal Code, construction activities operating between 7:00 p.m. and 7:00 a.m. or daylight hours, which create a noise disturbance at the property boundary of a residence are prohibited and would be considered a significant impact.

The City has not adopted any formal standard for evaluating temporary construction noise which occurs within allowable hours. For short-term noise associated with Project construction, Saxelby Acoustics recommends use of the Caltrans increase criteria of 12 dBA (Caltrans Traffic Noise Protocol, 2020), applied to existing residential receptors in the project vicinity. This level of increase is approximately equivalent to a doubling of sound energy and has been the standard of significance for Caltrans projects at the state level for many years. Application of this standard to construction activities is considered reasonable considering the temporary nature of construction activities.

PROJECT-SPECIFIC IMPACTS AND MITIGATION MEASURES

Impact 1: *Would the project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Traffic Noise Increases at Off-Site Receptors

The FICON guidelines specify criteria to determine the significance of traffic noise impacts. Where existing traffic noise levels are greater than 65 dB L_{dn} , a +1.5 dB L_{dn} increase in roadway noise levels will be considered significant. According to **Tables 3 and 4**, the maximum increase is traffic noise at the nearest sensitive receptor is predicted to be 0.6 dBA. Therefore, impacts resulting from increased traffic noise would be considered **less-than-significant**, and no mitigation is required.

Operational Noise at Existing Sensitive Receptors

As shown on **Figure 4**, the project is predicted to expose nearby residences to noise levels up to 48 dBA L_{eq} . The predicted project noise levels would meet the City of Tracy Municipal Code noise level standard of 55 dBA, L_{eq} .

Table 10 below shows increases in the day/night average ambient noise levels due to operation of the proposed project. As shown in the table, the proposed project will result in a +2.5 dBA L_{dn} increase in the ambient noise level of nearby noise-sensitive receptors. As stated in the City of Tracy General Plan Policy P2, mitigation measures shall be required for new development projects under the following conditions:

- Causes the L_{dn} at noise-sensitive uses to increase 3 dB or more and exceed the “normally acceptable level”;
- Causes the L_{dn} at noise-sensitive uses increase 5 dB or more and remain “normally acceptable” level;
- Cause new noise levels to exceed the City of Tracy Noise Ordinance limits.

TABLE 10: PROJECT OPERATIONAL NOISE SIGNIFICANT INCREASE AT ADJACENT NOISE SENSITIVE RECEPTORS

| Noise Sensitive Receptor | Ambient Noise Level | Project Noise Level | Ambient + Project Noise Level | Difference |
|--------------------------|---------------------|---------------------|-------------------------------|------------|
| R1 | 51.2 L_{dn}^1 | 50.0 L_{dn} | 53.7 L_{dn}^2 | 2.5 |
| R2 | 51.2 L_{dn}^1 | 44.0 L_{dn} | 52.0 L_{dn}^2 | 0.8 |

- *Notes:*
- ¹ As measured at LT-1
- ² Considered “Normally Acceptable”

The proposed project operational noise will not require mitigation because noise levels will remain at the “normally acceptable” level of 60 dBA L_{dn} and the noise level increase is less than 5 dB. The predicted project noise levels are predicted to comply with the City of Tracy General Plan Policy P2. This is a **less-than-significant** impact, and no mitigation is required.

Construction Noise

During the construction phases of the project, noise from construction activities would add to the noise environment in the immediate project vicinity. As indicated in **Table 5**, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dBA L_{max} at a distance of 50 feet. Construction activities would also be temporary in nature and are anticipated to occur during normal daytime working hours.

The City of Tracy Municipal Code restricts construction noise from the noise ordinance between the hours of 7:00 a.m. and 7:00 p.m. or daylight hours. In addition, the municipal code requires the following noise control measures:

- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.
- Utilize “quiet” air compressors and other stationary noise sources where technology exists.

Caltrans defines a significant increase as an increase of 12 dBA over existing ambient noise levels; Saxelby Acoustics used this criterion to evaluate increases due to construction noise associated with the project. As

shown in **Table 5**, construction equipment is predicted to generate noise levels of up to 90 dBA L_{max} at 50 feet. Construction noise is evaluated as occurring at the center of the site to represent average noise levels generated over the duration of construction across the project site. The nearest residential uses are located approximately 155 feet as measured from the center of the project site. At this distance, maximum construction noise levels would be up to 80 dBA. The average daytime maximum noise level in the vicinity of the sensitive receptors was measured to be 68 dBA, resulting in a 12 dB increase. Therefore, project construction would not cause an increase of greater than 12 dBA over existing ambient noise levels.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

Although construction activities are temporary in nature and would occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the construction if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting from noise levels temporarily exceeding the threshold of significance due to construction would be considered **potentially significant**.

Transportation Noise on Project Site (Non-CEQA Issue)

Exterior Transportation Noise

Compliance with City's standards on new noise-sensitive receptors is not a CEQA consideration. However, this information is provided here so that a determination can be made regarding the ability of the proposed project to meet the requirements of H.U.D. and the City of Tracy for exterior and interior noise levels at new sensitive uses proposed under the project.

As shown on **Figure 3**, several of the proposed outdoor activity areas are predicted to be exposed to exterior transportation noise levels up to approximately 53 dBA L_{dn} . This would meet the 65 dBA limit for outdoor areas established by the City of Tracy. Therefore, no additional noise control measures would be required.

Interior Transportation Noise

Based upon **Figure 3**, the proposed project would be exposed to exterior noise levels of up to 65 dBA L_{dn} at the ground floor building facades closest to West Mount Diablo Avenue. Second floor locations would be exposed to noise levels up to 65 dBA L_{dn} . Based upon these exterior transportation noise levels, the project is expected to meet the required exterior-to-interior noise level reduction of 25 dBA would be required to meet HUD standards.

Mitigation Measures

- 1(a) The City shall establish the following as conditions of approval for any permit that results in the use of construction equipment:
- Construction shall be limited to 7:00 a.m. to 7:00 p.m.
 - All construction equipment powered by internal combustion engines shall be properly muffled and maintained.

- Quiet construction equipment, particularly air compressors, are to be selected whenever possible.
- All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
- Unnecessary idling of internal combustion engines is prohibited.
- The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.

Timing/Implementation: Implemented prior to approval of grading and/or building permits

Enforcement/Monitoring: City of Tracy Community Development Services Department

Implementation of mitigation measures 1(a) would help to reduce construction-generated noise levels. With mitigation, this impact would be considered **less-than-significant**.

Impact 2: *Would the project generate excessive groundborne vibration or groundborne noise levels?*

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural.

The data in **Table 6** indicates that construction vibration levels anticipated for the project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors which could be impacted by construction related vibrations, especially vibratory compactors/rollers, are located further than 26 feet from typical construction activities. At distances greater than 26 feet construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

This is a **less-than-significant** impact and no mitigation is required.

Impact 3: *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

There are no airports within two miles of the project vicinity. Therefore, this impact is not applicable to the proposed project.

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Appendix A: Acoustical Terminology

| | |
|-----------------------------|--|
| Acoustics | The science of sound. |
| Ambient Noise | The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study. |
| ASTC | Apparent Sound Transmission Class. Similar to STC but includes sound from flanking paths and correct for room reverberation. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| Attenuation | The reduction of an acoustic signal. |
| A-Weighting | A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response. |
| Decibel or dB | Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell. |
| CNEL | Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by +5 dBA and nighttime hours weighted by +10 dBA. |
| DNL | See definition of Ldn. |
| IIC | Impact Insulation Class. An integer-number rating of how well a building floor attenuates impact sounds, such as footsteps. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| Frequency | The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz). |
| Ldn | Day/Night Average Sound Level. Similar to CNEL but with no evening weighting. |
| Leq | Equivalent or energy-averaged sound level. |
| Lmax | The highest root-mean-square (RMS) sound level measured over a given period of time. |
| L(n) | The sound level exceeded a described percentile over a measurement period. For instance, an hourly L50 is the sound level exceeded 50% of the time during the one-hour period. |
| Loudness | A subjective term for the sensation of the magnitude of sound. |
| NIC | Noise Isolation Class. A rating of the noise reduction between two spaces. Similar to STC but includes sound from flanking paths and no correction for room reverberation. |
| NNIC | Normalized Noise Isolation Class. Similar to NIC but includes a correction for room reverberation. |
| Noise | Unwanted sound. |
| NRC | Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption. |
| RT60 | The time it takes reverberant sound to decay by 60 dB once the source has been removed. |
| Sabin | The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin. |
| SEL | Sound Exposure Level. SEL is a rating, in decibels, of a discrete event, such as an aircraft flyover or train pass by, that compresses the total sound energy into a one-second event. |
| SPC | Speech Privacy Class. SPC is a method of rating speech privacy in buildings. It is designed to measure the degree of speech privacy provided by a closed room, indicating the degree to which conversations occurring within are kept private from listeners outside the room. |
| STC | Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations. The STC rating is typically used to rate the sound transmission of a specific building element when tested in laboratory conditions where flanking paths around the assembly don't exist. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| Threshold of Hearing | The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing. |
| Threshold of Pain | Approximately 120 dB above the threshold of hearing. |
| Impulsive | Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. |
| Simple Tone | Any sound which can be judged as audible as a single pitch or set of single pitches. |

Appendix B: Continuous Ambient Noise Measurement Results



Appendix B1a: Continuous Noise Monitoring Results

Site: LT-1

Project: Tracy Senior Living 301 West Street

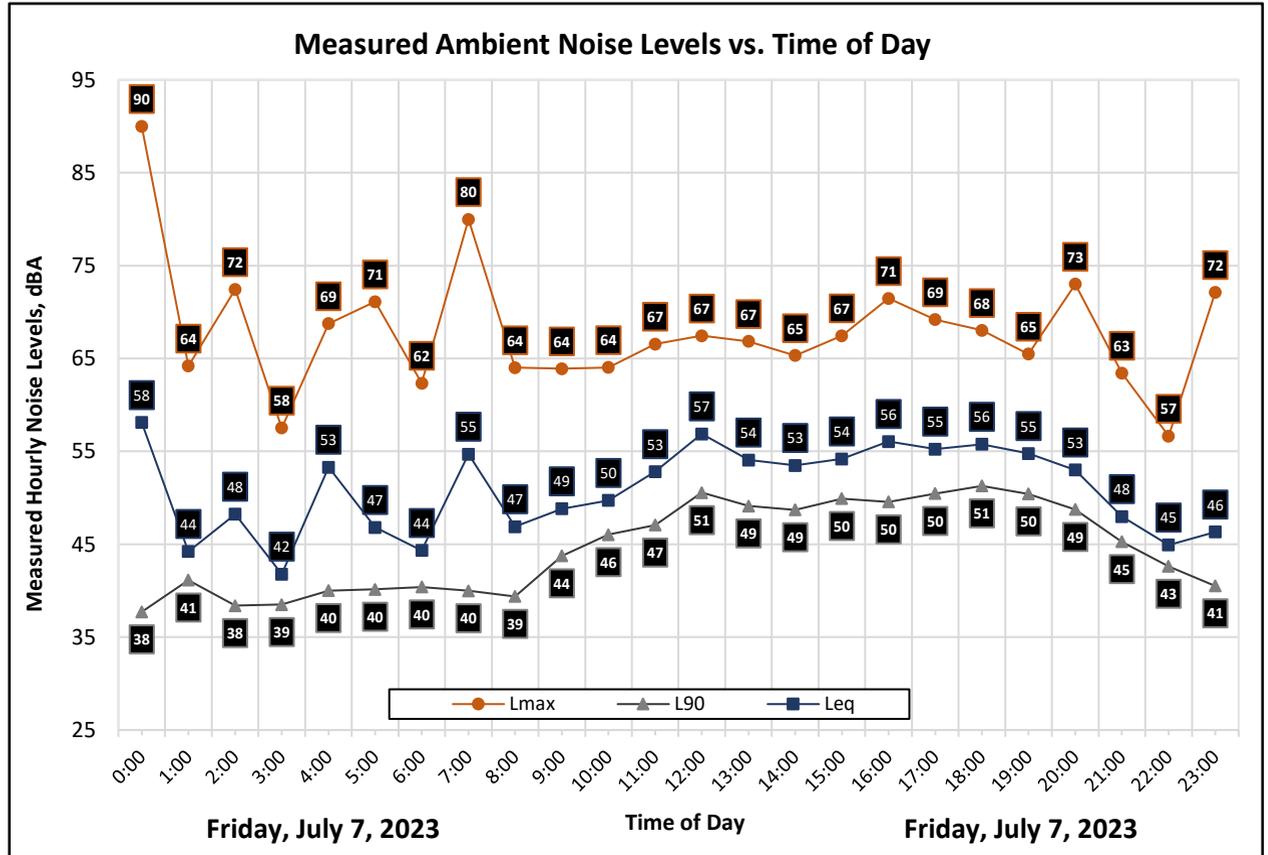
Meter: LDL 820-8

Location: South of Project Site

Calibrator: CAL200

Coordinates: 37.728986°, -121.430840°

| Date | Time | Measured Level, dBA | | | |
|----------------------|-------|---------------------|------------------|-----------------|-----------------|
| | | L _{eq} | L _{max} | L ₅₀ | L ₉₀ |
| Friday, July 7, 2023 | 0:00 | 58 | 90 | 39 | 38 |
| Friday, July 7, 2023 | 1:00 | 44 | 64 | 42 | 41 |
| Friday, July 7, 2023 | 2:00 | 48 | 72 | 43 | 38 |
| Friday, July 7, 2023 | 3:00 | 42 | 58 | 40 | 39 |
| Friday, July 7, 2023 | 4:00 | 53 | 69 | 46 | 40 |
| Friday, July 7, 2023 | 5:00 | 47 | 71 | 43 | 40 |
| Friday, July 7, 2023 | 6:00 | 44 | 62 | 42 | 40 |
| Friday, July 7, 2023 | 7:00 | 55 | 80 | 43 | 40 |
| Friday, July 7, 2023 | 8:00 | 47 | 64 | 44 | 39 |
| Friday, July 7, 2023 | 9:00 | 49 | 64 | 47 | 44 |
| Friday, July 7, 2023 | 10:00 | 50 | 64 | 49 | 46 |
| Friday, July 7, 2023 | 11:00 | 53 | 67 | 51 | 47 |
| Friday, July 7, 2023 | 12:00 | 57 | 67 | 54 | 51 |
| Friday, July 7, 2023 | 13:00 | 54 | 67 | 53 | 49 |
| Friday, July 7, 2023 | 14:00 | 53 | 65 | 52 | 49 |
| Friday, July 7, 2023 | 15:00 | 54 | 67 | 53 | 50 |
| Friday, July 7, 2023 | 16:00 | 56 | 71 | 54 | 50 |
| Friday, July 7, 2023 | 17:00 | 55 | 69 | 54 | 50 |
| Friday, July 7, 2023 | 18:00 | 56 | 68 | 54 | 51 |
| Friday, July 7, 2023 | 19:00 | 55 | 65 | 53 | 50 |
| Friday, July 7, 2023 | 20:00 | 53 | 73 | 52 | 49 |
| Friday, July 7, 2023 | 21:00 | 48 | 63 | 47 | 45 |
| Friday, July 7, 2023 | 22:00 | 45 | 57 | 44 | 43 |
| Friday, July 7, 2023 | 23:00 | 46 | 72 | 43 | 41 |



| Statistics | Leq | Lmax | L50 | L90 |
|---------------|-----|---------|-----|-----|
| Day Average | 54 | 68 | 51 | 47 |
| Night Average | 51 | 68 | 42 | 40 |
| Day Low | 47 | 63 | 43 | 39 |
| Day High | 57 | 80 | 54 | 51 |
| Night Low | 42 | 57 | 39 | 38 |
| Night High | 58 | 90 | 46 | 43 |
| Ldn | 58 | Day % | | 77 |
| CNEL | 58 | Night % | | 23 |



Appendix B1b: Continuous Noise Monitoring Results

Site: LT-1

Project: Tracy Senior Living 301 West Street

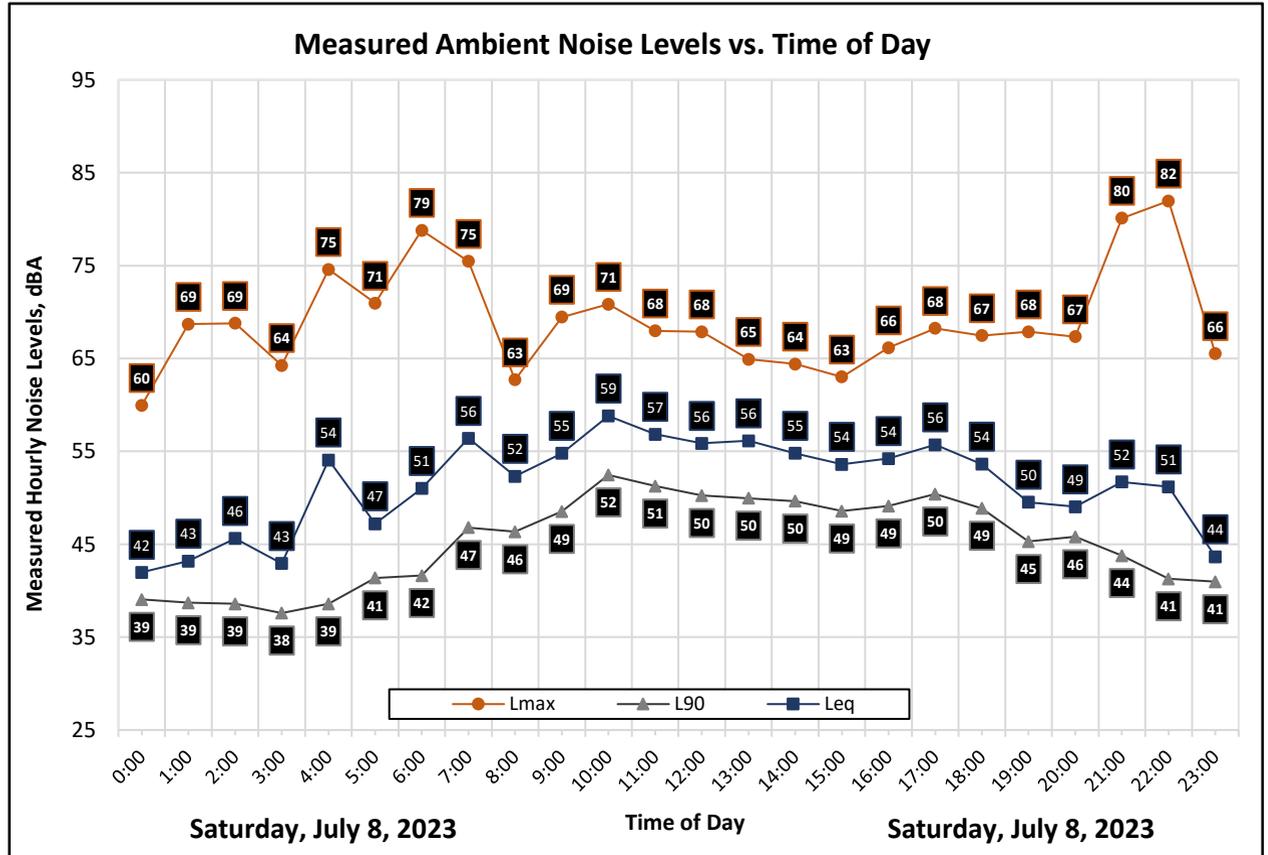
Meter: LDL 820-8

Location: South of Project Site

Calibrator: CAL200

Coordinates: 37.728986°, -121.430840°

| Date | Time | Measured Level, dBA | | | |
|------------------------|-------|---------------------|------------------|-----------------|-----------------|
| | | L _{eq} | L _{max} | L ₅₀ | L ₉₀ |
| Saturday, July 8, 2023 | 0:00 | 42 | 60 | 41 | 39 |
| Saturday, July 8, 2023 | 1:00 | 43 | 69 | 41 | 39 |
| Saturday, July 8, 2023 | 2:00 | 46 | 69 | 43 | 39 |
| Saturday, July 8, 2023 | 3:00 | 43 | 64 | 40 | 38 |
| Saturday, July 8, 2023 | 4:00 | 54 | 75 | 46 | 39 |
| Saturday, July 8, 2023 | 5:00 | 47 | 71 | 44 | 41 |
| Saturday, July 8, 2023 | 6:00 | 51 | 79 | 47 | 42 |
| Saturday, July 8, 2023 | 7:00 | 56 | 75 | 53 | 47 |
| Saturday, July 8, 2023 | 8:00 | 52 | 63 | 50 | 46 |
| Saturday, July 8, 2023 | 9:00 | 55 | 69 | 53 | 49 |
| Saturday, July 8, 2023 | 10:00 | 59 | 71 | 57 | 52 |
| Saturday, July 8, 2023 | 11:00 | 57 | 68 | 55 | 51 |
| Saturday, July 8, 2023 | 12:00 | 56 | 68 | 54 | 50 |
| Saturday, July 8, 2023 | 13:00 | 56 | 65 | 54 | 50 |
| Saturday, July 8, 2023 | 14:00 | 55 | 64 | 54 | 50 |
| Saturday, July 8, 2023 | 15:00 | 54 | 63 | 52 | 49 |
| Saturday, July 8, 2023 | 16:00 | 54 | 66 | 53 | 49 |
| Saturday, July 8, 2023 | 17:00 | 56 | 68 | 54 | 50 |
| Saturday, July 8, 2023 | 18:00 | 54 | 67 | 52 | 49 |
| Saturday, July 8, 2023 | 19:00 | 50 | 68 | 48 | 45 |
| Saturday, July 8, 2023 | 20:00 | 49 | 67 | 48 | 46 |
| Saturday, July 8, 2023 | 21:00 | 52 | 80 | 45 | 44 |
| Saturday, July 8, 2023 | 22:00 | 51 | 82 | 43 | 41 |
| Saturday, July 8, 2023 | 23:00 | 44 | 66 | 42 | 41 |



| Statistics | L _{eq} | L _{max} | L ₅₀ | L ₉₀ |
|-----------------|-----------------|------------------|-----------------|-----------------|
| Day Average | 55 | 68 | 52 | 48 |
| Night Average | 48 | 70 | 43 | 40 |
| Day Low | 49 | 63 | 45 | 44 |
| Day High | 59 | 80 | 57 | 52 |
| Night Low | 42 | 60 | 40 | 38 |
| Night High | 54 | 82 | 47 | 42 |
| L _{dn} | 56 | Day % | | 89 |
| CNEL | 57 | Night % | | 11 |



Appendix B1c: Continuous Noise Monitoring Results

Site: LT-1

Project: Tracy Senior Living 301 West Street

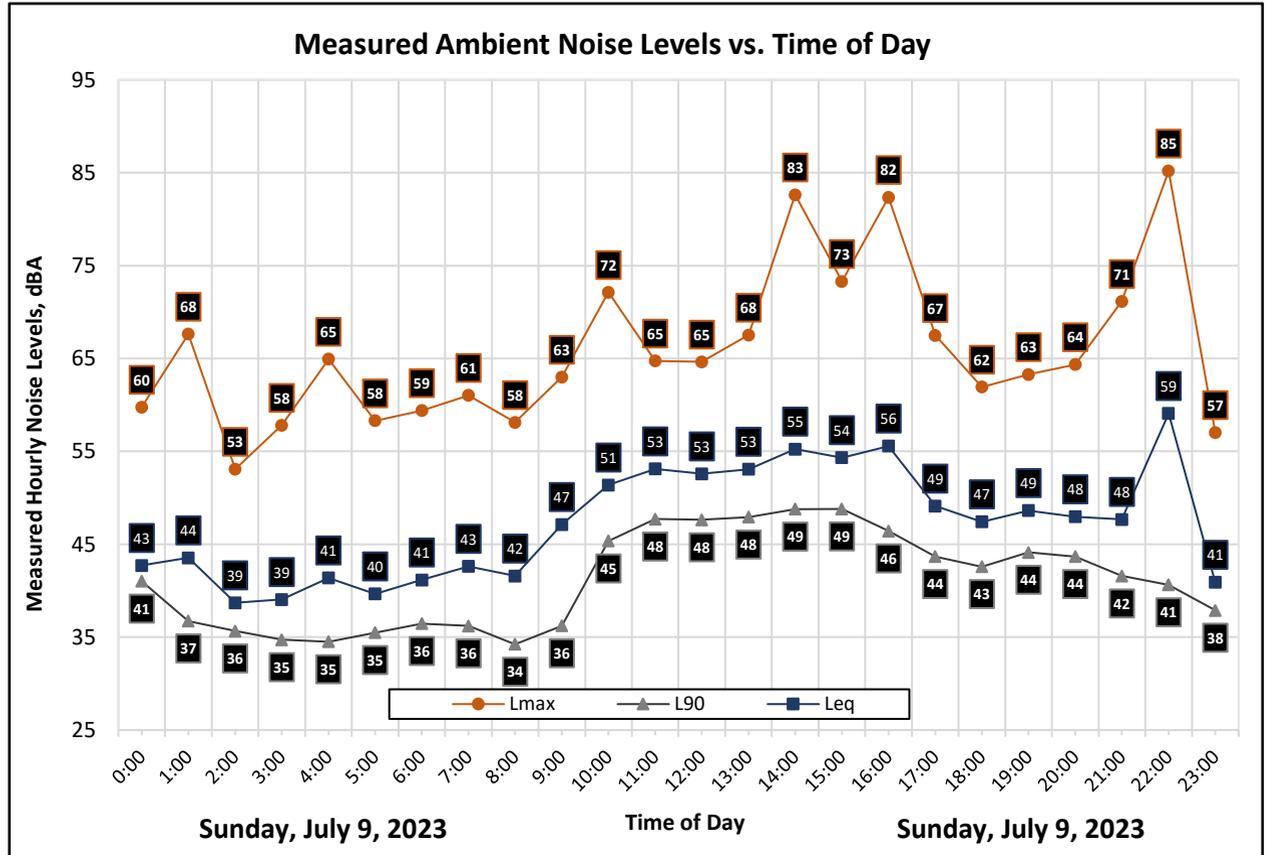
Meter: LDL 820-8

Location: South of Project Site

Calibrator: CAL200

Coordinates: 37.728986°, -121.430840°

| Date | Time | Measured Level, dBA | | | |
|----------------------|-------|---------------------|------------------|-----------------|-----------------|
| | | L _{eq} | L _{max} | L ₅₀ | L ₉₀ |
| Sunday, July 9, 2023 | 0:00 | 43 | 60 | 42 | 41 |
| Sunday, July 9, 2023 | 1:00 | 44 | 68 | 42 | 37 |
| Sunday, July 9, 2023 | 2:00 | 39 | 53 | 37 | 36 |
| Sunday, July 9, 2023 | 3:00 | 39 | 58 | 38 | 35 |
| Sunday, July 9, 2023 | 4:00 | 41 | 65 | 37 | 35 |
| Sunday, July 9, 2023 | 5:00 | 40 | 58 | 38 | 35 |
| Sunday, July 9, 2023 | 6:00 | 41 | 59 | 38 | 36 |
| Sunday, July 9, 2023 | 7:00 | 43 | 61 | 40 | 36 |
| Sunday, July 9, 2023 | 8:00 | 42 | 58 | 37 | 34 |
| Sunday, July 9, 2023 | 9:00 | 47 | 63 | 45 | 36 |
| Sunday, July 9, 2023 | 10:00 | 51 | 72 | 49 | 45 |
| Sunday, July 9, 2023 | 11:00 | 53 | 65 | 52 | 48 |
| Sunday, July 9, 2023 | 12:00 | 53 | 65 | 51 | 48 |
| Sunday, July 9, 2023 | 13:00 | 53 | 68 | 52 | 48 |
| Sunday, July 9, 2023 | 14:00 | 55 | 83 | 53 | 49 |
| Sunday, July 9, 2023 | 15:00 | 54 | 73 | 53 | 49 |
| Sunday, July 9, 2023 | 16:00 | 56 | 82 | 51 | 46 |
| Sunday, July 9, 2023 | 17:00 | 49 | 67 | 47 | 44 |
| Sunday, July 9, 2023 | 18:00 | 47 | 62 | 46 | 43 |
| Sunday, July 9, 2023 | 19:00 | 49 | 63 | 46 | 44 |
| Sunday, July 9, 2023 | 20:00 | 48 | 64 | 46 | 44 |
| Sunday, July 9, 2023 | 21:00 | 48 | 71 | 44 | 42 |
| Sunday, July 9, 2023 | 22:00 | 59 | 85 | 43 | 41 |
| Sunday, July 9, 2023 | 23:00 | 41 | 57 | 40 | 38 |



| Statistics | Leq | Lmax | L50 | L90 |
|---------------|-----|---------|-----|-----|
| Day Average | 51 | 68 | 48 | 44 |
| Night Average | 41 | 63 | 39 | 37 |
| Day Low | 42 | 58 | 37 | 34 |
| Day High | 56 | 83 | 53 | 49 |
| Night Low | 39 | 53 | 37 | 35 |
| Night High | 44 | 85 | 43 | 41 |
| Ldn | 51 | Day % | | 95 |
| CNEL | 52 | Night % | | 5 |



Appendix C: Traffic Noise Calculation Inputs and Results



Appendix C-1

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Project #: 230611

Description: Tracy Senior Living - Existing Traffic

Ldn/CNEL: Ldn

Hard/Soft: Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset | | | Level, dBA |
|---------|--------------------|------------------------|-------|-------|-------|---------|---------------|---------------|-------|----------|-------------|----------------------------|--------|--------|------------|
| | | | | | | | | | | | | 60 dBA | 65 dBA | 70 dBA | |
| 1 | West Diablo Avenue | East of S. Tracy Blvd. | 1,090 | 87 | 0 | 13 | 1.0% | 1.0% | 25 | 55 | 0 | 14 | 7 | 3 | 51.1 |

Appendix C-2

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Project #: 230611

Description: Tracy Senior Living - Existing Traffic Plus Project

Ldn/CNEL: Ldn

Hard/Soft: Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset | | | Level, dBA |
|---------|--------------------|------------------------|-------|-------|-------|---------|---------------|---------------|-------|----------|-------------|----------------------------|--------|--------|------------|
| | | | | | | | | | | | | 60 dBA | 65 dBA | 70 dBA | |
| 1 | West Diablo Avenue | East of S. Tracy Blvd. | 1,251 | 87 | 0 | 13 | 1.0% | 1.0% | 25 | 55 | 0 | 15 | 7 | 3 | 51.7 |



Appendix C-3

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Project #: 230611

Description: Tracy Senior Living - Cumulative Traffic

Ldn/CNEL: Ldn

Hard/Soft: Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset | | | Level, dBA |
|---------|--------------------|------------------------|-------|-------|-------|---------|---------------|---------------|-------|----------|-------------|----------------------------|--------|--------|------------|
| | | | | | | | | | | | | 60 dBA | 65 dBA | 70 dBA | |
| 1 | West Diablo Avenue | East of S. Tracy Blvd. | 1,960 | 87 | 0 | 13 | 1.0% | 1.0% | 25 | 55 | 0 | 21 | 10 | 4 | 53.7 |



Appendix C-4

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Project #: 230611

Description: Tracy Senior Living - Cumulative Traffic Plus Project

Ldn/CNEL: Ldn

Hard/Soft: Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset | | | Level, dBA |
|---------|--------------------|------------------------|-------|-------|-------|---------|---------------|---------------|-------|----------|-------------|----------------------------|--------|--------|------------|
| | | | | | | | | | | | | 60 dBA | 65 dBA | 70 dBA | |
| 1 | West Diablo Avenue | East of S. Tracy Blvd. | 2,121 | 87 | 0 | 13 | 1.0% | 1.0% | 25 | 55 | 0 | 22 | 10 | 5 | 54.0 |



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

- (1) ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE APPROVAL OF THE GENERAL PLAN AMENDMENT, REZONING, AND DEVELOPMENT REVIEW PERMIT FOR CONSTRUCTION OF 110 UNITS OF VERY LOW-INCOME SENIOR HOUSING CONSISTING OF TWO BUILDINGS AND SITE IMPROVEMENTS ON A 1.94-ACRE PORTION OF AN OVERALL 6.85-ACRE SITE, LOCATED AT 301 WEST STREET, APN 235-420-16 (PROJECT), IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, BASED ON THE FINDINGS, PURSUANT TO PUBLIC RESOURCES CODE SECTIONS § 21064.5 AND 21080(C);**
- (2) APPROVING A GENERAL PLAN MAP AMENDMENT FROM RESIDENTIAL MEDIUM TO RESIDENTIAL HIGH FOR A 1.94-ACRE PORTION OF AN OVERALL 6.85-ACRE SITE, LOCATED AT 301 WEST STREET, ASSESSOR'S PARCEL NUMBER 235-420-16 (APPLICATION NUMBER GPA22-0008); AND**
- (3) APPROVING A DEVELOPMENT REVIEW PERMIT WITH A DENSITY BONUS FOR THE PROJECT (APPLICATION NUMBER D22-0043).**

WHEREAS, Development applications have been filed for an amendment to the General Plan Map (GPA22-0008) and a Development Review Permit (D22-0043) (the "Project") for construction of 110 units of very low-income senior housing consisting of two buildings and site improvements on a 1.94-acre portion of an overall 6.85-acre site, located at 301 West Street (APN 235-420-16); and

WHEREAS, the General Plan Map Amendment application is to redesignate the subject property from Residential Medium to Residential High; and

WHEREAS, an application to rezone the subject property from Medium Density Residential to High Density Residential was also submitted and is addressed separately through a City Council Ordinance; and

WHEREAS, the proposed 110 units of very low-income senior housing will consist of two, three stories buildings; and

WHEREAS, the City Council may approve a Development Review Permit on the basis of the application and evidence submitted, subject to making all of the requisite findings set forth in Tracy Municipal Code Section 10.08.3960, which findings are set forth in Exhibit 1; and

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency, in this case the City, consider the proposed Mitigated Negative Declaration, together

with any comments received during the public review process; and

WHEREAS, the Project has been evaluated in accordance with the CEQA Guidelines, and a Mitigated Negative Declaration is proposed which would reduce any potentially significant environmental impacts to a level of insignificance, and is proposed for adoption; and

WHEREAS, on March 13, 2024, the Planning Commission conducted a public hearing to review and consider the Project and recommended the City Council adopt the Mitigate Negative Declaration, and approve the General Plan Amendment, and Development Review Permit; and

WHEREAS, on April 2, 2024, the City Council conducted a public hearing to review and consider the Project and Mitigated Negative Declaration; and

WHEREAS, staff recommends that the City Council adopt the Mitigated Negative Declaration, as the appropriate environmental document; and

WHEREAS, staff further recommends that the City Council authorize the City Manager to file a Notice of Determination with the San Joaquin County Clerk after execution, and together, this will complete the environmental document process for the Project, in compliance with CEQA; and

WHEREAS, the City Council has made its decision to adopt the Mitigated Negative Declaration in the light of all the testimony and evidence presented at or prior to the close of the public hearing, including letters, reports, comments, analyses, etc., which the City Council after review and comment by its staff, critically reviewed, corrected, and augmented where necessary, as set forth in the record and procedural findings on this Project; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby incorporates, as findings, the recitals set forth above as if restated herein in their entirety; and be it

FURTHER RESOLVED: That the City Council is making its decision to adopt the Mitigated Negative Declaration for this Project in light of the record as a whole as set forth in these findings; and be it

FURTHER RESOLVED: That the City Council, in adopting the Negative Declaration for this Project, of which the findings set forth in this Resolution are a part, did so through the exercise of their independent judgment and analysis after finding substantial evidence, in light of the record as a whole, including the proposed Project, the Mitigated Negative Declaration and Initial Study for the Tracy Senior Living Project at 301 West Street, dated December 2023; and be it

FURTHER RESOLVED: That the City Council finds, in support of adoption of the Mitigated Negative Declaration, pursuant to Public Resources Code Sections § 21064.5 and 21080(c), that revisions to the Project plans or proposals made by, or agreed to by, the applicant before the proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur; and (2) There is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment; and be it

FURTHER RESOLVED: That based on the findings set forth in this Resolution, and on the record of the public hearing, the City Council hereby approves and adopts the Mitigated

Negative Declaration for the Project, as presented to Council and set forth in the staff report and certifies that the Mitigated Negative Declaration is an adequate and complete document prepared in compliance with the California Environmental Quality Act, as amended, and the State and Local Guidelines promulgated there under; and be it

FURTHER RESOLVED: That the City Council hereby authorizes and directs the City Manager to file a Notice of Determination within five (5) working days after approval of this Resolution; and be it

FURTHER RESOLVED: That the City Council hereby adopts a Mitigation Monitoring and Reporting Program to monitor and enforce the mitigation measures described in the Mitigated Negative Declaration by and through the Conditions of Approval; and be it

FURTHER RESOLVED: The City Council hereby approves the General Plan map amendment from Medium Density Residential to High Density Residential for a 1.94-acre portion of an overall 6.85-acre site located at 301 West Street, APN 235-420-16, Exhibit 3; and be it

FURTHER RESOLVED: The City Council approves the Development Review Permit with a density bonus for the Tracy Senior Living Project at 301 West Street, Application Number D22-0043, based on the findings contained in Exhibit 1 and subject to the conditions contained in Exhibit 3.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 2nd day of April 2024, by the following vote:

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

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

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

Date of Attestation: _____

- Exhibit 1 – Project Findings
- Exhibit 2 – Existing and Proposed General Plan Map Designations
- Exhibit 3 – Project Conditions of Approval

Tracy City Council Findings for Resolution No. _____
Tracy Senior Living Project
Application Number D22-0043
_____, 2024

The City Council findings related to approving the Development Review Permit for the Tracy Senior Living Project at 301 West St., Application D22-0043:

In accordance with Tracy Municipal Code Section 10.08.3920, the following findings are required, upon approving a Development Review Permit:

- (a) That the proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and
- (b) That the proposal conforms to this chapter, the General Plan, any applicable specific plan, the Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

Staff recommends that the Planning Commission make the requisite findings for this project based on the evidence in the record, including, without limitation, the following:

- (a) The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposed project would develop an existing project site with an existing seven uninhabited buildings with 110 very low-income senior housing units. The proposed buildings and landscaped parking area meet the City's objectives for high quality design. The proposed buildings are architecturally interesting in that it has significant recesses and popouts, and it has incorporated several horizontal and vertical changes through its use of color and wood tone siding in the façade, which give the building interest and dimension. The architectural theme is present on all four sides of the building, and rooftop equipment will be hidden from view behind building parapets. In furtherance of the City's landscaping goals, an increased amount of landscaping, including a variety of canopy and accent trees, is proposed throughout the parking area, on the site's perimeter, and around the two buildings.
- (b) The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the City Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, because the proposed development will comply with all applicable City and State regulations for building design and construction, off-street parking and circulation, and landscaping design.

In accordance with Tracy Municipal Code Section 10.08.4690, the following finding is required, upon approving a Density Bonus:

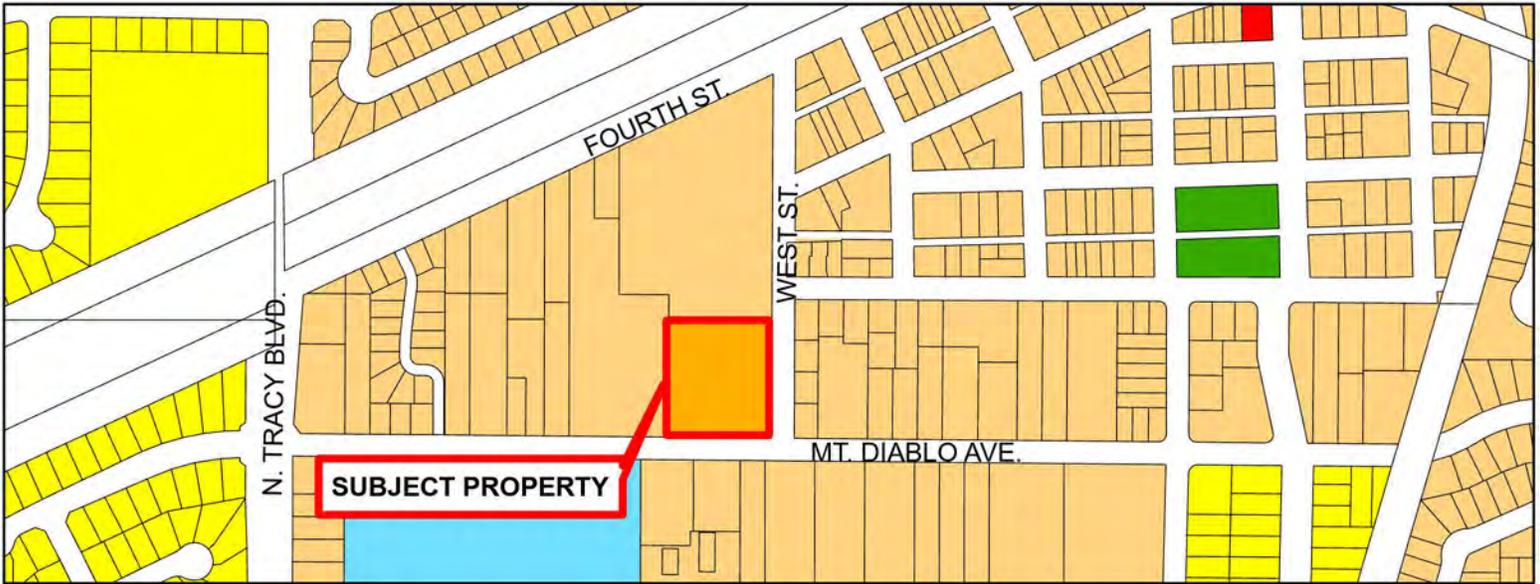
- (a) If a waiver or modification is requested, the developer has shown by substantial evidence that the waiver or modification is necessary to make the housing units economically feasible, (Govt. Code section 65915(f)), because the developer has confirmed that the reduced project land and construction costs associated with not developing an additional 114 off-street parking spaces and 110 carports will render the project financially infeasible in accordance with the eligibility requirements of the California Tax Credit Allocation Committee loan program, due to the limited land available and the number of units required to make the project feasible.

General Plan Designations

Existing

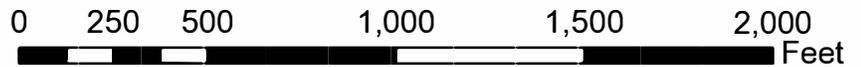


Proposed



General Plan Designations

- Residential Low
- Residential Medium
- Residential High
- Commercial
- Public Facilities
- Park



Think Inside the Triangle™

**Tracy Senior Living Project at 301 West St.
Conditions of Approval**

Application Number D22-0043
Tracy City Council - _____, 2024

A. General Provisions and Definitions.

A.1. These Conditions of Approval apply to:

The Project: A two-building, three-story, 110 units of very low-income senior housing units and associated parking, landscaping, and utility improvements (Tracy Senior Living Project at 301 West St.)

The Property: A 1.94-acre portion of an overall 6.85-acre site located at 301 West St., Assessor's Parcel Number 235-420-16

A.2. Definitions.

- a. "Applicant" means any person, or other legal entity, defined as a "Developer."
- b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
- c. "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 City's Design Goals and Standards, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).
- d. "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.
- e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D22-0043. The Conditions of Approval shall specifically include all conditions set forth herein.
- f. "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.3. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on January 30, 2024, which include the civil, site, floor, roof, elevations, sections, and landscape plans, as well as color and material details.

A.4. The applicant 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.5. 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 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 1500, et seq., "CEQA Guidelines").
 - California State Title 24 and Title 19
- A.6. 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, and Design Goals and Standards.
- A.7. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) 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.

B. Development Services Department, Planning Division

Contact: Kenny Lipich (209) 831-6443 kenneth.lipich@cityoftracy.org

- B.1. Bollard pipes shall not be used in areas visible to the general public. Boulders, planter boxes, decorative walls, or other architectural features that complement the character of the site may be used as needed for protection of utilities or other site improvements from potential vehicular impact.
- B.2. Before the approval of a building permit, the applicant shall submit the following to the satisfaction of the Development Services Director:
- B.2.1 Site plans and construction details that demonstrate 12-inch-wide concrete curbs 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.2.2 Site and construction details shall demonstrate the parking stalls are striped in accordance with City Standard Plan 141. Planters or sidewalks at the head of parking spaces may be constructed two feet into the front of parking spaces. Such two-foot overhang of landscape planters into the head of parking spaces is not included in the minimum area of required landscaping.

- B.2.3 Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.
- B.3. Prior to issuance of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following, in accordance with City regulations, to the satisfaction of the Development Services Director:
 - B.3.1. Said plans shall demonstrate compliance with Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity and calculations for landscape and canopy tree shading areas.
 - B.3.2. The landscape and irrigation plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping and 40 percent canopy tree coverage at tree maturity.
 - B.3.3. Each planter shall contain a combination of trees, shrubs, and groundcover. Trees shall be a minimum of 24-inch box and shrubs shall be minimum five gallons size at planting.
 - B.3.4. 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.
 - B.3.5. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance to the satisfaction of the Utilities Director (see Condition of Approval D.6.6, below).
 - B.3.6. Prior to the issuance of a building permit, the Developer shall execute an Agreement for Maintenance of Landscape and Irrigation Improvements and submit financial security to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years following Project occupancy. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or \$2.50 per square foot of on-site landscape area.
- B.4. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit and the approved building permit construction plans shall be installed or secured to the satisfaction of the Development Services Director.
- B.5. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public

rights-of-way to the satisfaction of the Development Services Director.

- B.6. Prior to issuance of a building permit, the applicant shall submit detailed plans that demonstrate the following:
- B.6.1. 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 by the building parapet designed to be equal to or higher than the height of the roof-mounted equipment to the satisfaction of the Development Services Director.
 - B.6.2. All vents, gutters, downspouts, flashing, plumbing lines, fire risers, and electrical conduits shall be internal to the structure and other ground-mounted, wall-mounted, or building-attached utilities, 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 Development Services Director.
 - B.6.3. 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 Development Services Director.
 - B.6.4. Trash enclosures shall be designed and appropriately sized for this project, including allowance for recycling collection. The trash and recycling collection enclosure shall include a solid roof structure, solid metal doors, and solid masonry walls sufficiently sized to fully screen the dumpsters. The enclosure, including the roof, shall be architecturally compatible with the building, which includes but is not limited to, design, materials, and colors. A six-inch concrete curb and/or bollards may be installed on the interior of the enclosure for the protection and durability of the enclosure walls.
- B.7. No business identification signs are approved with this permit. Prior to the installation of any signs requiring a sign permit, the applicant shall obtain applicable sign and building permits in accordance with the Tracy Municipal Code.
- B.8. Prior to occupancy or final inspection, all construction fences along the project site shall be removed to the satisfaction of the Development Services Director.
- B.9. Prior to issuance of a building permit, the Developer shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including District Rule 9510, Regulation VIII, and payment of all applicable fees, to the satisfaction of the APCD.

- B.10. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Mitigated Negative Declaration and Initial Study for the Tracy Senior Living Project, dated December 2023.
- B.11. Prior to the issuance of a building permit, the developer shall document compliance with the City of Tracy June 2015 Multi-Agency Post Construction Stormwater Standards Manual to the satisfaction of the Utilities Director, which includes submittal of site design and source and treatment controls along with hydromodification. Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, loading, and unloading areas, trash enclosures, parking areas, any wash areas and maintenance areas and compliance with Tracy Municipal Code Chapter 11.34 and the California Green building Standards Code, Chapter 5.
- B.12. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.
- B.13. Consistent with General Plan Noise Element Policy 4 (Goal N-1.2), all construction activity producing any noise beyond the site's property line shall not occur after 7:00 p.m. or before 7:00 a.m.
- B.14. Prior to occupancy or final inspection, the developer shall treat and stabilize the "Future Phase 2 Development" site and building pad area (approximately 0.97 acre) abutting W. Mt. Diablo Ave. on the south side of the site with decorative rock or other treatment to ensure dust control and install a perimeter concrete curb, low fence or similar barrier to prohibit vehicle access to the satisfaction of the Development Services Director.

C. Development Services Department, Engineering Division

Contact: Al Gali (209) 831-6436 al.gali@cityoftracy.org

C.1. Technical Analysis incorporated into these Conditions

Developer shall comply with the applicable recommendations of the technical analyses/reports prepared for the Project listed as follows:

C.1.1.a. None

C.4. Grading Permit

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

- C.2.1 All grading work (on-site and off-site) shall require a grading plan and a grading permit. The Developer will complete all requirements set forth in this section.
- C.2.2 Prior to grading permit release, Developer shall prepare grading and drainage plans for all required earthmoving and drainage to serve the Project (on-site and off-site) including grading details, grading quantities, and retaining walls (Grading Plans). Said Grading Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.
- C.2.3 Prior to grading permit release, Developer shall prepare Grading Plans that are stamped and prepared under the supervision of a California registered Civil Engineer (CA-CE). Grading Plans shall be prepared on a 24-inch x 36-inch size 20-pound bond white paper and shall use the City's Title Block.
- C.2.4 Prior to grading permit release, Developer shall prepare Grading Plans in substantial conformance all site building, parking, utility, grading, and other site improvements identified on submitted site improvements drawing package for D22-0043 Tracy Senior Living 401 West Street, Tracy CA 95376 submitted December 26, 2023.
- C.2.5 Prior to grading permit release, Developer shall provide a PDF copy of the Project's Geotechnical Report prepared and stamped by the Project's California registered Geotechnical Engineer (CA-GE). The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, slope recommendations, retaining wall recommendations, paving recommendations, and elevation of the highest observed groundwater level. All Grading Plans and grading work shall be performed and completed in accordance with the recommendation(s) of the Project's CA-GE.
- C.2.6 Prior to grading permit release, Developer shall depict in the Grading Plans to use reinforced or engineered masonry blocks for retaining soil when the grade differential exceeds twelve (12) vertical inches. Developer will include construction details of these minor retaining walls with the Grading Plans. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of three (3) horizontal feet to one (1) vertical foot unless approved by a CA-GE. Slope easements may be required and will be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.
- C.2.7 Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) vertical feet, subject to approval by the City Engineer.

- C.2.8 Prior to grading permit release, Developer shall depict proposed retaining walls and masonry walls on the Grading Plans. The Developer is required to include construction details, and structural calculations for retaining walls and masonry walls to Building Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.
- C.2.9 Prior to grading permit release, Developer shall provide a copy of the approved building permit from Building Safety for any retaining wall depicted on the Grading Plans.
- C.2.10 Prior to grading permit release, Developer shall obtain all applicable signatures by Project's CA-GE, City departments, and outside agencies (where applicable) on the Grading Plans including signatures by the Fire Marshal prior to submitting the Grading Plans to Engineering for City Engineer's signature.
- C.2.11 Prior to grading permit release, Developer shall depict on the Grading Plans erosion control measures and shall be implemented in accordance with the Grading Plans. All grading work not completed before October 15 may be subject to additional requirements as applicable. Grading Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction and shall be included in the grading permit.
- C.2.12 Prior to grading permit release, Developer shall pay Grading Permit fees which include grading, plan checking, and inspection fees, and other applicable fees per the fee schedule.
- C.2.13 Prior to grading permit release, Developer shall obtain written approval (i.e., recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. A copy of the recorded easement document(s) shall be provided to the City upon request.
- C.2.14 Prior to grading permit release, Developer shall obtain a demolition permit to remove all existing structures, utilities or other improvements located within the project's limits. The developer shall conduct an asbestos survey of the existing buildings in accordance with City requirements and identify all hazardous materials that must be removed prior to demolition and removal of the existing buildings. The contractor shall then remove all asbestos and all hazardous materials in accordance with state and city requirements prior to new construction to the satisfaction of the City Engineer. Demolition of the existing site utilities disturb, water, sewer, drainage, electrical, phone or internet service to the existing houses of this facility the developer shall install temporary services until permanent services to these existing houses can be restored. If demolition of parking, sidewalks and access to existing residential buildings takes place, the developer shall provide adequate notice to the existing

residents of the demolition of the site. Prior to any demolition of the site, the contractor shall a temporary fence of the entire construction of area of new project. At all times, the developer shall maintain safe and clean working conditions for the general public and those residents that will be living in close proximity to the construction of the project. At all times, the developer shall provide adequate warning devices, barricades, metal plating of open trenches and other safety measures installed during construction.

- C.2.15 Prior to grading permit release, Developer shall have obtained the necessary permits to abandon or remove all existing on-site water well(s), septic system(s), leech field(s), and title drain(s), if any, in accordance with City and San Joaquin County requirements. The developer shall be responsible for all costs associated with the abandonment or removal of the aforementioned items including the cost of permit(s) and inspection. A copy of the permits shall be provided to the City upon request.
- C.2.16 Prior to grading permit release, 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) prior to grading permit.
- C.2.17 Prior to grading permit release, Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) and Dust Control from San Joaquin Valley Air Pollution Control District (SJVAPCD) prior to grading permit.
- C.2.18 Prior to grading permit release, Developer shall provide to the City's it's written plan to address archeological, historical, or other paleontological findings. If at any point during grading that Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall 1) inform the City Engineer; 2) shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and 3) subsequent Cultural Resource Policy or mitigation in any applicable environmental document.
- C.2.19 Seven calendar days after the release of the grading permit, Developer shall request a pre-construction (grading) meeting with the City's Construction Management team. At this meeting, Developer shall provide three (3) paper copies of the Grading Plans. Developer shall provide additional copies as requested.

Grading Permit Special Condition(s)

- C.2.20 Prior to grading permit release, Developer shall prepare plans that depict undergrounding all existing overhead utilities such as electric, TV cable, telephone, and others along the project frontage of West Street. Each dry utility shall be installed at the location approved by the respective owner(s) of dry

utility and Developer shall coordinate such activities with each utility owner. All costs associated with the underground shall be the sole responsibility of Developer and no reimbursement will be due from the City. Exemptions from this condition are as allowable by the TMC.

C.3.0 Encroachment Permit and Improvement Agreement(s)

Prior to construction permit release, Developer shall provide all documents as required by City requirements and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1 All construction activity involving public improvements (on-site and off-site) will require approved plans; an encroachment permit; and a fully executed improvement agreement (Off-site Improvement Agreement - OIA or Subdivision Improvement Agreement - SIA). Any construction activity involving public improvements without all three items is prohibited. The Developer will complete all requirements set forth in this section.
- C.3.2 Prior to construction permit release, Developer shall prepare public infrastructure improvement plans for all required improvements required to serve the Project (on-site and off-site) including construction details, paving sections, joint-trench, traffic signals, etc. (Improvement Plans).
- C.3.3 Prior to construction permit release, Developer shall prepare Improvement Plans that are stamped and prepared under the supervision of a California registered Civil Engineer (CA-CE). Other disciplines' work shall also be stamped and prepared under the supervision for each disciplines' registered design professional.
- C.3.4 Prior to construction permit release, Developer shall prepare Improvement Plans on a 24-inch x 36-inch size 20-pound bond white paper and shall use the City's Title Block. Said Improvement Plans and the improvements and details depicted on said Improvement Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City, and all requirements described in the documents described hereon, and these Conditions of Approval.
- C.3.5 Prior to construction permit release, Developer shall prepare Improvement Plans in substantial conformance all site building, parking, utility, grading, and other on-site and off-site improvements identified on submitted site improvements drawing package for D22-0043 Tracy Senior Living 401 West Street, Tracy CA 95376 submitted December 26, 2023.

- C.3.6 Prior to construction permit release, Developer shall provide a PDF copy of the Project's Geotechnical/Soils Report prepared and stamped by the Project's CA-GE. The technical report must include relevant information related to street pavement thickness (asphalt concrete and aggregate base), compaction recommendation, building pad compaction recommendation, soil bearing capacity, retaining wall footing design parameters, slope recommendations, percolation rates, ground water depth, and other pertinent information for grading the site and building the building foundations.
- C.3.7 Prior to construction permit release, Developer shall prepare Improvement Plans to specifically include, but not be limited to all existing and proposed utilities such as domestic water line, irrigation service, water fire service, domestic water services, storm drain, sanitary sewer, all existing surface improvements such as PCC, curb, gutter, sidewalk, ADA ramps, fire hydrants, streetlights, landscaping, irrigation, irrigation controllers, striping, etc. including the size and location of all pipes.
- C.3.8 Prior to construction permit release, Developer shall prepare Improvement Plans to specifically include, but not be limited to dimensions of existing and proposed utilities and surface improvements.
- C.3.9 Prior to construction permit release, Developer shall identify and depict on the Improvement Plans any frontage improvements of pavement, curb and gutter, sidewalk, ADA ramps, fire hydrants, streetlights, landscaping, and irrigation in need of repair (cracked, settled, and/or damaged) along the Project's frontage. Developer shall than note on the Improvement that said improvement in need of repair shall be repaired accordance with City requirements and to the Satisfaction of the City Engineer. Any repair, removal, and replacement shall be in a similar manner to the current improvement, i.e., similar width, color, finish, meander, etc.
- C.3.10 Prior to construction permit release, Developer shall dedicate a ten (10) feet wide Public Utility Easements (PUE) behind the right-of-way/property line.
- C.3.11 Prior to construction permit release, Developer shall provide all supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports shall be submitted at the time of grading, site improvement and building permit reviews. All improvement plans shall contain a note stating that the Developer will be responsible for preserving and protecting all existing survey monuments and other survey markers such as benchmarks prior to building permit.
- C.3.12 West Street currently has a right-of-way width of sixty (60) feet. The existing sidewalk is four (4) feet wide and be located six (6) feet behind the existing face of curb. Mt. Diablo currently has a right-of-way width of sixty (60) feet. The existing sidewalk is four (4) feet wide and be located six and a half (6.5) feet behind the existing face of curb.

- C.3.13 Public Right-of-Way Landscaping and Irrigation – Prior to construction permit release, Developer shall prepare landscape and irrigation plans that depict the following:

On the east side of Mt. Diablo Avenue, and the north side of West Street along the project frontage, Developer shall landscape and irrigate the existing area from the back of curb to the new buildings. Landscape and irrigation plans shall be in substantial conformance with the approved LC1 and LC2 preliminary plans submitted with the approved site development review permit for this Project. All landscape drawings shall be prepared on a 24-inch x 36-inch size 20-pound bond white paper that incorporates all requirements described in these Conditions of Approval, and the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. The Developer shall also reinstall all existing street trees in the landscaped area between the sidewalk and curb line along West Street and Mt Diablo Avenue along the project frontage. The Developer shall also install additional street trees, shrubs, ground cover, and other landscaping and other corresponding irrigation systems as required fifteen (15) feet from the existing sidewalk to the new buildings. The landscaping and irrigation shall conform to MWELO standards. If recommended, Developer shall use structural soil if the street trees' well is narrower than five (5) feet wide. The developer shall construct new proposed monument signs and their appurtenances, and any other existing items such as mailboxes, etc. out of this clear site visibility zones of all driveway entrances to the site.

- C.3.14 Storm Water

Prior to construction permit release, Developer shall depict on the Improvement Plans the proposed storm drain on West Street and Mt. Diablo Avenue for the Project's storm drain connection. The Project's storm water drain connection to the City's storm water system shall be in accordance with City requirements and to the satisfaction of the City Engineer.

Developer shall provide the calculations for the sizing of the storm drain(s) and shall be submitted with the hydrology and storm water report during plan-review. Developer shall comply with the applicable requirements of the City's storm water masterplan adopted by the City Council in 2012 and any subsequent amendments.

Any proposed detention basin(s) and shall comply with the applicable requirements of the City's storm water masterplan adopted by the City Council in 2012 and any subsequent amendments.

- C.3.15 As required by Item No. 15, Section V on page 94 of the 2008 Design Standards, storm drain run-off will not cross lot lines. Generally, storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where

storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the project's storm drainage overland release point will be directly to an adjacent public right-of way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the property. The storm drainage release point is recommended to be at least 0.70-feet lower than the new building's finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

- C.3.16 Per the 2012 Storm Drainage Master Plan, this parcel is master planned to drain into an underground pipe. The on-site storm drains should be sized for the ten (10) year discharge, using the one hundred (100) year water surface elevation for the point of discharge as the starting water surface elevation (tailwater elevation) for capacity or HGL analyses. This drainage scheme requires constructing a storm drain system on private property.

Prior to construction permit release, Developer shall depict on the Improvement Plans Bioretention basins with bio-treatment soils to the satisfaction of the City C-3 requirements and to the satisfaction of the City Engineer. On-site runoff from the site landscaping, pavement and roofs will discharge directly into these bioretention basins which will then filter the water that will drain into the city storm drain system in West Street.

C.3.17 Sanitary Sewer

Prior to construction permit release, Developer shall depict on the Improvement Plans the Project's permanent sanitary sewer line laterals from each proposed building to the Project's sewer connection in in West Street accordance with the City's Design Documents and to the satisfaction of the City Engineer. Developer shall install a six (6) inch sewer lateral from each new building to a sewer manhole located in the parking lot between the two proposed buildings, then install eight (8) inch sewer main to drain to an existing twelve (12) inch sewer line located in West Street. At this private sewer line connection to the existing sewer main the developer shall install a sewer manhole in accordance with city standard plans and design requirements to the satisfaction of the city engineer.

C.3.18 Water Distribution

Prior to construction permit release, Developer shall depict on the Improvement Plans the Project's permanent potable domestic, irrigation, and fire water services. Fire sprinkler and irrigation water services to every building in the project that complies with the City Design Documents. Water line sizing, layout and looping requirements for this Project shall comply with City requirements. During the construction 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 Fire Marshal.

The Developer shall use existing water line in West Street and Mt. Diablo Avenue for water line connections to the site looping water line into the site to every new building fire system. The pavement restoration shall be per City Standards.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before the 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 off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City requirements. The City Engineer shall approve the location of the meters.

After improvement, acceptance, repair, and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement, acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be installed by the developer and be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line(s) and Hydrants – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be protected with 4 concrete bollards and layout approved by the City Fire Marshal prior to the approval of the Improvement Plans by the City Engineer. The Developer shall submit a layout of the fire hydrants and obtain written approval of the location of fire hydrants and fire connections to the building from the Fire Marshal, prior completion of the of the water line design.

C.3.19 Prior to construction permit release, Developer shall prepare Joint Trench Plans and Composite Utility Plans, prepared on a 24-inch x 36-inch size 4-millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the ten (10) feet wide P.U.E. to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s).

Prior to construction permit release, Developer shall dedicate 10-foot wide P.U.E. for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s).

C.3.20 Prior to construction permit release, Developer shall provide signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.3.21 Prior to construction permit release, Developer shall provide Payment of fees required by the City requirements including but not limited to plan checking, grading, construction inspection, agreement processing, encroachment permits, and other fees. The engineering review fees will be calculated based on the fee rate adopted and updated by the City Council.

C.3.22 Traffic Control Plan - Prior to starting the work for any work within City's right-of way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. The Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.3.23 No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistant, and

shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.3.24 If at any point during utility installation or construction the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall 1) inform the City Engineer; 2) shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and 3) subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.3.25 Off-site Public Improvements - Prior to the Developer commencing construction of off-site public improvements, Developer shall possess a fully executed Off-site Improvement Agreement (OIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developers shall pay all required permit processing fees including plan check and inspection fees to the City Engineering department prior to construction.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement of security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

Construction Permit Special Condition(s)

C.3.26 Developer shall remove the existing eight parking stalls that are 90-degrees to the center line of West Street located on the north side of the street including the full pavement section (AC, AB) , curb and gutter, sidewalk and install new curb and gutter, sidewalk, in the alignment of the existing curb-face and sidewalk of the remainder of the City street to the satisfaction of the City Engineer. The developer shall file for an encroachment permit for the demolition and construction of new improvements in the city right of way.

C.3.27 The developer shall install two new twenty-six (26) feet wide driveways from West Street and Mt Diablo Avenue. Both driveways shall be constructed in accordance with City standards with ADA ramps at each sidewalk approaching the driveway in accordance with City requirements. Along with the new driveways, the developer shall also demolition and construct a new 5' wide sidewalk along the project frontage of West Street and Mt Diablo Avenue and connect the proposed project sidewalks to this new city sidewalk. This new sidewalk shall be offset from the existing city face of curb by 6' and be in the same alignment as the previously constructed sidewalk and constructed in

accordance with City standards. The developer shall file for an encroachment permit for the demolition and construction of new improvements in the city right of way.

C.3.29 Prior to construction permit release, Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the Improvement Plans including the Fire Marshal prior to submitting said plans to Engineering for City Engineer's signature.

C.4. Building Permit

Prior to building permit release, Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.4.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.4.2 Prior to building permit release, Developer shall pay the development impact fees to the satisfaction of the City Engineer.

C.4.3 Prior to building permit release, Developer shall have obtained a Grading Permit.

Building Permit Special Condition(s)

C.6.6 Prior to a building permit release, Developer shall abandon the ten (10) feet wide pipeline easement to Standard Oil per book 1391 of official records, page 1 San Joaquin County Record.

C.5. Acceptance of Public Improvements and Occupancy

Prior to acceptance of public improvements, Developer shall demonstrate to the satisfaction of the City Engineer completion of the following:

C.5.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.5.2 Prior to any form of occupancy, Developer shall demonstrate satisfactory completion of all required/conditioned improvements. 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.5.3 Prior to any form of occupancy, Developer shall provide Certified "As-Built" Improvement Plans (or Record Drawings) from the Project's CA-CE. Upon

completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars 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.5.4 Prior to any form of occupancy, Developer shall provide both AutoCAD files (including all X-references files), and GIS Shape files (both in formats approved by the City) for the public improvements.
- C.5.5 Prior to any form of occupancy, Developer shall complete potable domestic and irrigation water service connection(s). Developer shall also complete all fire water lines to fire sprinkler system and on-site fire hydrants. These items are to be installed per City requirements.
- C.5.6 Prior to any form of occupancy, Developer shall complete all sewer improvements. Developer shall also complete but not limited to reconstructing PCC curb, gutter, and sidewalk, replacing asphalt concrete pavement, restoring pavement marking and striping, and other improvements that are disturbed because of installing the Project's permanent sewer connection.
- C.5.6 Prior to acceptance of public improvements, Developer shall repair or reconstruct street pavement, curb, gutter and sidewalk and other public improvements for this Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.
- C.5.7 Prior to acceptance of public improvements, Developer has completed the ninety (90) day public landscaping maintenance period.
- C.5.8 Prior to improvement acceptance Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet, if applicable.
- C.5.9 Prior to improvement acceptance, Developer shall submit warranty bonds.
- C.5.10 Prior to acceptance of public improvements, Developer shall have constructed all public improvements in accordance City requirements, the recommendation(s) of the Project's (CA-CE), and to the satisfaction of the City Engineer.
- C.5.11 Release of Improvement Security – Release of improvement security shall be in accordance with the requirements of Title 12 of the TMC. Monumentation Bond will be released to the Developer after the City Council's acceptance of the public improvements and if the Developer meets the terms set in Section 66497(c) of the Subdivision Map Act. All survey monuments shown on the Final Map, if applicable, must be installed. Any altered, damaged, or destroyed survey

monuments and/or benchmarks shall be re-established. The developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

Acceptance or Occupancy Special Condition(s)

C.5.12 Prior to acceptance of public improvements, Developer shall grind two (2) inches and overlay the existing West Street width (lip of gutter to lip of gutter) with two (2) inches of asphalt concrete pavement along the Project frontage. Developer shall also remove and replace failed aggregate base, grade, and subgrade in kind. This work shall be done in accordance with City pavement requirements and specifications to the satisfaction of the City Engineer.

C.5.13 Prior to any form of occupancy, Developer shall also install painted tube steel perimeter fence around the site prior.

C.6. Special Conditions

C.6.1 When Street cuts are made for the installation of utilities in the paved street, the Developer shall conform to Section 3.14 of the 2008 Design Standards and is required install a 2-inch-thick asphalt concrete (AC) overlay with reinforcing fabric at least 25-feet from all sides of each utility trench. A 2-inch-deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.6.2 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 improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, 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 cost for the inclusion, design, and implementation of such additions and requirements, without reimbursement or any payment from the City.

C.6.3 If water is required for the project, the Developer shall obtain an account for the water service and register for a temporary water meter with the City Finance Department and Public Works Departments. The developer shall pay all fees

associated with obtaining the account number and temporary water meter for the water service.

C.6.4 Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department and Public Works department. The developer shall prepare and submit a map depicting the location of the water meter on an 8.5-inch X 11-inch sheet to the Finance Department.

C.6.5. The developer shall install lights around the perimeter of the site and in the interior parking lot to obtain the minimum coverage of 1.5 candles per square foot of site area and in the parking lot of the site. The developer shall submit yard lighting details and yard lighting plans to the City building and Engineering departments for review and approval prior to building permit.

D. Utilities Department, Water Resources Division

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

D.1. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

D.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.

D.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.

D.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

D.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

D.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24-hour storm.

D.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

D.1.2. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line,

etc. in these SW plan sheets along with legend.

- D.1.3. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.
- D.1.4. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:
 - i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc.) designating ability to sign agreement
 - ii. Property Address
 - iii. Exhibit A – legal property description
 - iv. Exhibit B – approved O & M Plan
- D.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.
- D.3. Project shall always be in compliance with Federal, State and Local mandates with potable water, recycled water and water quality.
- D.4. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:
 - D.4.1. Return to the Utilities Department, two legally signed and notarized copies of the final maintenance access agreement including all exhibits and approved O & M plan previously submitted and received from the Utilities Department.
 - D.4.2. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333.
 - D.4.3. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

- D.5. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and 11.34 and Chapter 4 or 5 of the California Green Building Standards Code to the satisfaction of the Utilities Director.
- D.6. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:
- D.6.1. 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 hydrozone 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
 - vi. A grading design plan.
- D.6.2. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

E. Development Services Department, Building Safety Division

Contact: Danis Isho (209) 831-6484 danis.isho@cityoftracy.org

- E.1. Prior to commencement of demolition of building and structures, applicant shall submit to the Building Safety Division an application for the demolition work per California Building Code section 105.
- E.2. Prior to commencement of construction, applicant shall submit to the Building Safety Division construction plans and supporting documents demonstrating compliance with California Building Code section 11B-206 for exterior accessible routes.
- E.3. Prior to commencement of construction, applicant shall submit to the Building Safety Division construction plans and supporting documents for the building conforming to Title 24 California Code of Regulations and Tracy Municipal Code that are current at the time of submittal.

- E.4. Prior to the construction of onsite improvement including but not limited to walks, sidewalks, utilities, signs, lights, retaining walls, sound walls, underground vaults, transformer, trellis, trash enclosures, etc., applicant shall submit to the Building Safety Division construction drawings and supporting documents that conform to the current Title 24 California Code of Regulations at time of application.
- E.5. Prior to commencement of construction, applicant shall submit to the Building Safety Division plan and supporting details demonstrating compliance with CBC 1109A.7 for location of accessible parking (i.e. shortest distance to accessible entrance leading to elevator).
- E.6. Prior to commencement of construction, applicant shall submit to the Building Safety Division construction plans that demonstrate compliance with CBC 11A per section 1102A.1 AND where public funds are used for this project CBC 11B as well per CBC 1102A.1(10), CBC 1.9.1, and CBC chapter 2 definition of Public Housing.
- E.7. Prior to commencement of construction, applicant shall submit to the Building Safety Division construction documents that demonstrate compliance with allowable building area per CBC 506 based on occupancy and construction type.

F. South San Joaquin County Fire Authority

Contact: Daniel Stowe

(209) 831-6707

daniel.stowe@sjcfire.org

- F.1. Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.
 - F.1.1. 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.
 - F.1.2. 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.
 - F.1.3. 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.
 - F.1.4. 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.

- F.1.5. 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.
- F.1.6. 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 NFPA 14 §6.4.5.4. FDC locations shall be approved by the fire code official prior to issuance of construction permit.
- F.1.7. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.
- F.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.
 - F.2.1. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
 - F.2.2. 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.
 - F.2.3. Permit holder is responsible for any additional inspection fees incurred and shall be paid prior to final inspection.
- F.3. All hydrants shall be installed, inspected, and tested prior to bringing combustible materials onsite, including storage.
- F.4. Knox boxes shall be required. The operator of the buildings 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 key box.
- F.5. 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.
- F.6. 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.
- F.7. Additional comments may occur upon submittal of construction documents.

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING THE ZONING MAP FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL FOR A 1.94-ACRE PORTION OF AN OVERALL 6.85-ACRE SITE LOCATED AT 301 WEST STREET, ASSESSOR'S PARCEL NUMBER 235-420-16 (APPLICATION NUMBER R23-0005).

WHEREAS, An application was submitted for a rezone from Medium Density Residential Zone to High Density Residential Zone for the southern 1.94-acre portion of the property located at 301 West St., Assessor's Parcel Number 235-420-16 Application Number R23-0005; and

WHEREAS, The subject property has existing zoning of Medium Density Residential and a General Plan designation of Residential Medium; and

WHEREAS, An application was also submitted to amend the General Plan designation of the subject property from Residential Medium to Residential High and is considered separately through a City Council Resolution; and

WHEREAS, The High Density Residential Zone of the site is consistent with the General Plan designation of Residential High; and

WHEREAS, In accordance with California Environmental Quality Act (CEQA) Guidelines an Initial Study/Mitigated Negative Declaration was prepared by the City's environmental consultant, De Novo Planning Group; the analysis included evaluation of City's traffic, water, storm, and wastewater for the project site and an independent noise analysis and cultural assets; substantial supporting evidence contained in the Initial Study demonstrates the Project will not have a significant effect on the environment. Various potentially significant environmental impacts were identified stemming from rezoning the site from Medium Density Residential to High Density Residential and from development of the proposed two buildings containing 110 units which is also being considered for the project site under separate City Council action; however, mitigation measures were identified for each of the potentially significant impacts that would, upon implementation, reduce the impacts to levels of insignificance; therefore, in accordance with CEQA Guidelines Section 15074, a Mitigated Negative Declaration (MND) is proposed for adoption concurrently with this Ordinance; and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on March 13, 2024 and recommended that the City Council introduce and adopt an ordinance to approve the rezone; and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on April 2, 2024;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: The Zone District of the southern 1.94-acre portion of the overall 6.85-acre site located at 301 West St., Assessor’s Parcel Number 235-420-16, is hereby amended from Medium Density Residential (MDR) Zone to High Density Residential (HDR) Zone and the City’s Zoning Map is hereby amended to show this property zoned as HDR as indicated in Exhibit 1.

SECTION 2: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 3: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk’s office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov’t. Code §36933.)

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 2nd day of April, 2024, and finally adopted on the _____ day of _____, 2024, by the following vote:

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

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

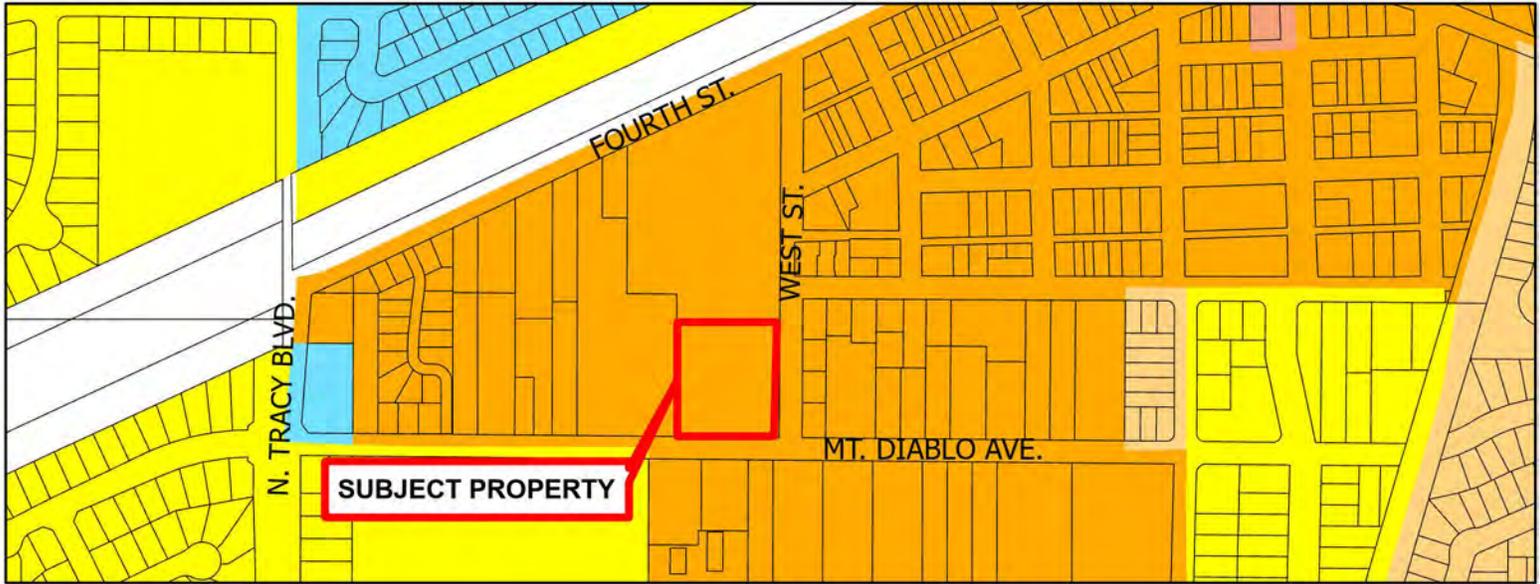
ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

Attachments:

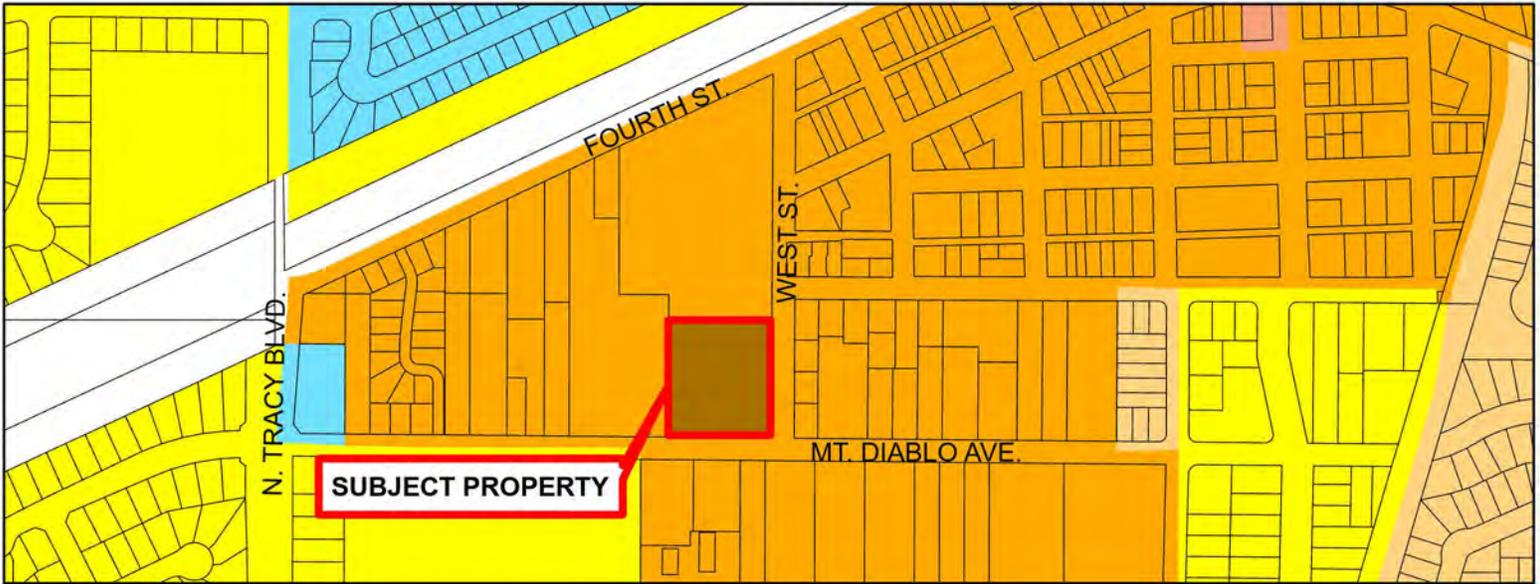
Exhibit 1 – Existing and Proposed Zoning Districts of the Subject Property

Zoning Districts

Existing

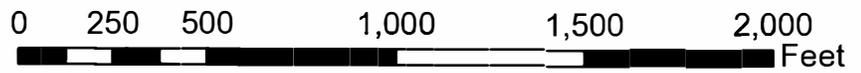


Proposed



ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- Medium Density Cluster (MDC)
- High Density Residential (HDR)
- Planned Unit Development (PUD)
- Neighborhood Shopping (NS)



Think Inside the Triangle™

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council discuss and adopt, by motion, proposed talking points for the City Council's meetings with the various federal agencies and legislators that will occur during the 2024 Federal Lobbying Trip in Washington, DC from April 9-11, 2024.

EXECUTIVE SUMMARY

On December 19, 2023, the City Council adopted the 2024 Strategic Funding Priorities along with the City's 2023-2025 Biennial Legislative Platform. Further, the City Council discussed and approved, by motion, designated members of the City Council to attend the City's lobby trip in Washington DC, occurring from April 9 to 11, 2024 (Federal Lobby Trip). More than a quorum of the City Council will be attending the trip.

During the item, staff will be providing a PowerPoint to present proposed talking points for the City Council's meetings with the various Federal Agencies and Legislators that will occur during the trip. Staff is seeking the City Council to discuss these proposed talking points and to adopt them, with any amendments made on the floor, by motion. Through such actions, this item will ensure that the Federal Lobby Trip complies with the Ralph P. Brown Act (Brown Act).

BACKGROUND AND LEGISLATIVE HISTORY

In 2022, the City Council adopted the 2023 Biennial Legislative Platform (Resolution 2022-180), attached as a supplement to the Legislative Response Policy (Resolution 2004-208), to facilitate the process and enhance the City's communication to the City's Federal, State, and local legislators and supporting agencies.

The City adopted the original Legislative Response Policy in 2004 (Resolution 2004-208). The purpose of establishing the policy was to enhance the advocacy efforts on behalf of the City by providing a protocol for responding to legislative bills, actions and/or state, federal or judicial developments and measures that directly or indirectly affect the City. Under the adopted policy, the City Manager has been responsible for coordinating the City's legislative and grant efforts by promoting the City Council's policy priorities to other government entities.

In recent years, the City has organized a trip to Washington, D.C. to directly interface with various federal agencies and legislators and advocate for federal funding assistance for various City projects. The City Council has participated in these trips. In anticipation of this year's trip, on December 19, 2023, the City Council adopted the 2024 Strategic Funding Priorities along with the City's 2023-2025 Biennial Legislative Platform. The City Council adopted the following

projects in priority order for City's lobbying efforts. This list will amend the 2023-2025 Biennial Legislative Platform and will be distributed to our local, State, and Federal policy makers and agencies. By adopting the resolution for the 2024 Strategic Funding Priority, the 2023-2025 Legislative Platform was amended to reflect these projects:

- A. Regional Fire Training Facility
- B. Emergency Operations Center Remodel and Technology Upgrades (\$200K)/Real Time Information Center Peregrine Software (\$110K)
- C. 1-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
- D. Lammers I-205 Interchange
- E. Valley Link: Connecting Bart to Ace Rail Systems
- F. Tracy Nature Park: Regional Recreation and Education
- G. Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DDI (Diverging Diamond Interchange)
- H. Tracer bus Maintenance Facility and Land Acquisition
- I. Tracy Municipal Airport Terminal Improvements
- J. Stormwater Trash Full Capture Systems
- K. Homeless Shelter & Support Service Grant

ANALYSIS

Staff has been planning the City's Federal Lobby Trip to Washington DC for April 9-11, 2024 with the assistance of the City's Federal lobbyist, Townsend Public Affairs (TPA). Through Townsend, the City has requested meetings with approximately 16 agencies and 7 legislators. The schedule is not known at the time of publishing this report and often changes from day to day during the trip may occur. One of the challenges in establishing agendas and talking points for any lobby trip, in which a quorum of the City Council will be present, is working within the parameters of the Ralph P. Brown Act (Brown Act).

Staff has prepared the proposed talking materials for the meetings; and through the attached PowerPoint, staff will discuss the proposed talking points for projects and policies for each anticipated meeting in Washington, DC. Staff attending these meetings are Karin Schnaider, Assistant City Manager, and Sara Cowell, Director of Finance. Currently known attendees are Mayor Young, Mayor ProTem Davis, Councilmember Arriola, and Councilmember Bedolla.

FISCAL IMPACT

The Federal Lobby Trip preparation and meeting attendance is budgeted within the City Managers' operating budget. Travel costs for the trip funded through the staffs' and Councilmembers' FY 2023/2024 travel budgets.

COORDINATION

Townsend facilitated meetings with all departments during the development of this document.

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Governance, Goal No. 2 "Ensure Short and Long-term Fiscal Health".

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council discuss and adopt, by motion, proposed talking points for the City Council's meetings with the various federal agencies and legislators that will occur during the 2024 Federal Lobbying Trip in Washington, DC from April 9-11, 2024.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Acting City Manager

Attachment A: Federal Lobby Trip PowerPoint

Attachment B: Lobby Trip Meeting Talking Points



2024 Federal Lobbying Trip

April 9-11, 2024

April 2, 2024



Actions for City Council

- 1) Receive an informational on the City's 2024 Federal Lobbying Trip scheduled April 9-11, 2024
 - a) Discuss Priority Projects/Policies
 - b) Discuss anticipated meetings with Legislators and Agencies
 - c) Discuss general policy talking points



City's 2024 Legislative Platform





2024 Funding Priority

- A. Regional Fire Training Facility
- B. Emergency Operations Center Remodel and Technology Upgrades (\$200K)/Real Time Information Center Peregrine Software (\$110K)
- C. 1-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
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2024 Legislative Priorities

- Community and Recreation
- Environmental Sustainability
- Governance and Transparency
- Homelessness
- Housing and Land Use
- Public Safety
- Revenue and Economic Development
- Transportation and Infrastructure

Federal Agencies



Proposed Agency Meetings

- DOC – Commerce (EDA)
- DOE - Energy
- HHS - Health & Human Services
- DHS - Homeland Security (CISA and FEMA)
- HUD - Housing & Urban Development (CPD)
- USICH- Interagency Council on Homelessness
- DOI – Interior (BOR)
- DOJ - Justice (COPS)
- DOT – Transportation (Highways, Transit, Airport, Railroad)
- USACE - Army Corps of Engineers
- EPA - Environmental Protection Agency



Dept of Commerce

- **DOC Purpose:** works with businesses, universities, communities, and the Nation's workers to promote job creation, economic growth, sustainable development, and improved standards of living for Americans.

Economic Development Administration: to create the conditions for economic growth and opportunity for all communities.



Talking Points: EDA



Develop Recreation and Sports Tourism Economy

- Aquatic Center
- Legacy Fields
- Nature Park
- Multi-Gen Rec Center
- Grand Theatre for the Arts



Road Infrastructure to Improve Goods Movement

- I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
- Lammers I-205 Interchange and Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DDI



Public Private Partnerships

- Valley Link -
 - Connecting BART to ACE Rail Systems
 - Developing Hydrogen Fueling Center
- Diversification of Industry
 - Supporting Energy Research and Development



Dept of Energy

- **DOE Purpose:** to ensure America's security and prosperity by addressing its energy, environmental, and nuclear challenges through transformative science and technology solutions



Talking Points: DOE



I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project



Tracer Bus Maintenance Facility and Land Acquisition



Energy Efficiency for City Infrastructure



Public Private Partnerships for Energy Industry

Dept of Health and Human Services Dept of Housing and Urban Development US Interagency Council on Homelessness

HHS Purpose: to enhance the health and well-being of all Americans, by providing for effective health and human services and by fostering sound, sustained advances in the sciences underlying medicine, public health, and social services.

HUD Purpose: to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business.

USICH Purpose: to coordinate the federal response to homelessness and to create a national partnership at every level of government and with the private sector to reduce and end homelessness in the nation while maximizing the effectiveness of the federal government in contributing to the end of homelessness.



Think Inside the Triangle™

Talking Points: HHS HUD and USICH

Direct Funding to local government

- Expand the eligibility for funding to local programs
- Provide funding for Homelessness Services and Continuum of Care programs
 - Thank you for Tracy Emergency Housing Facility Grant (examples of success stories)
- Funding for Familiar Faces programs
 - Support response to mental health and addiction crisis

Focus on keeping people in housing

- Support tax incentives and direct funding for affordable housing
- Streamline NEPA review process

Dept of Homeland Security (CISA and FEMA)

- **Purpose:** to secure the nation from the many threats we face.

Cybersecurity and Infrastructure Security Agency: to lead the national effort to understand, manage, and reduce risk to our cyber and physical infrastructure.

Federal Emergency Management Agency: helping people before, during and after disasters, and our core values and goals help us achieve it.





Think Inside the Triangle™

Talking Points: Dept of Homeland Security (CISA)



Cybersecurity

Protect City critical infrastructure from cybersecurity threats



Talking Points:

Dept of Homeland Security (FEMA)



Regional Fire Training Facility

Expansion of regional training facility



Stormwater Trash Full Capture Systems

Qualifying Hazard Mitigation Project



Emergency Operations Center (EOC)

Funding for remodel and technology upgrades

Dept of Interior

- **DOI Purpose:** protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities.

Bureau of Reclamation: to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Talking Points: DOI



Identify properties for Historic Registry

Grand Theatre: Old Jail rehabilitation project

Partner with Economic Development to Public Private Partnerships in the Downtown



Develop City Open Space

Aquatic Center

Nature Park

Legacy Fields





Talking Points: BOR



Recycled Water
Water Reservoirs

Construction of storage for recycled water and potable water



Water Exchange program

Discharging recycled water into Delta Mendota for potable use downstream



Automatize Meter Reader and Infrastructure (AMR/AMI)

Encourages water conservation and reduction of water loss efforts



Central Valley Gateway
Corral Hollow Widening

Widening of International Parkway over State and Federal Canals

Dept of Justice (COPs)

- **Purpose:** to uphold the rule of law, to keep our country safe, and to protect civil rights.

Community Oriented Policing (COPs):
advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources.





Talking Points: Dept of Justice (COPs)

Familiar Faces

- Funding outreach services to unsheltered

Emergency Operations Center (EOC)

- Funding for remodel and technology upgrades

Community Policing and School Resource Officers

- Extending Program into new school district

Dept of Transportation

- **DOT Purpose:** To deliver the world's leading transportation system, serving the American people and economy through the safe, efficient, sustainable, and equitable movement of people and goods.

Federal Transit Administration (FTA): provides financial and technical assistance to local public transit systems, including buses, subways, light rail, commuter rail, trolleys and ferries.

Federal Aviation Administration (FAA): provide the safest, most efficient aerospace system in the world.

Dept of Transportation

Federal Highways Administration (FHWA): o deliver a world-class system that advances safe, efficient, equitable, and sustainable mobility choices for all while strengthening the Nation's economy.

Federal Railroad Administration (FRRRA): provide the safest, most efficient aerospace system in the world.



Talking Points: Dept of Transportation (FTA, FAA)

FTA

Transit

- Tracer bus Maintenance Facility and Land Acquisition
- Valley Link: Connecting Bart to Ace Rail Systems

FAA

Airport

- Tracy Municipal Airport Terminal Improvements
- Develop a Master Plan for New Jerusalem Airport



Talking Points: Dept of Transportation (FHWA , FRA)

FHWA

Road Infrastructure

- I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
- Lammers I-205 Interchange
- Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DD

FRA

Railroad Crossing Safety

- Grade Crossings; Signal and Train Control (UPR crossing in City)
- Hazardous Materials (disaster preparedness)
- Operating Practices (responsiveness of UPR to development review applications)
- Track (clearing unsheltered encampments and addressing illegal dumping)



USACE - Army Corps of Engineers

- **USACE Purpose:** to deliver vital engineering solutions, in collaboration with our partners, to secure our Nation, energize our economy, and reduce disaster risk.

Talking Points: USACE - Army Corps of Engineers

Assist with Park Planning, Design, and Construction



NATURE PARK



LEGACY FIELDS



Environmental Protection Agency

- **EPA Purpose:** to protect human health and the environment.





Think Inside the Triangle™

Talking Points: EPA



Stormwater Trash Full Capture System



Implementation of Climate Action Plan



Developing Energy Efficient Infrastructure



Develop Warehouse Environment Sustainability Ordinance



Protect groundwater and delta; promote use of recycled water



Streamline NEPA approval process

ALL LEGISLATORS

Senator Laphonza Butler

Senator Alex Padilla

Congressmember Josh Harder

Congressmember John Duarte

Congressmember Mark DeSaulnier

Congressmember Eric Swalwell



Valley Link Rail



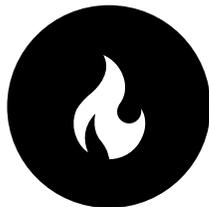
Direct funding for
Highways and
local programs



Increase/expand
funding for
homelessness
services



Streamline NEPA
process



Earmark program:
Fire Training Facilities

All
Legislators



Think Inside the Triangle™

Actions for City Council

Receive an informational update on the City's 2024 legislative and lobbying activities



2024 Federal Lobbying Trip

April 9-11, 2024

April 2, 2024



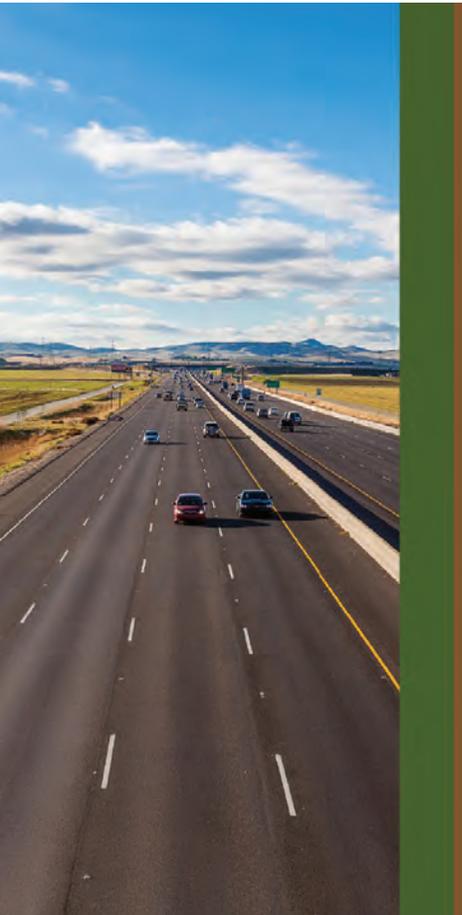
Actions for City Council

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City's 2024 Legislative Platform





2024 Funding Priority

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2024 Legislative Priorities

- Community and Recreation
- Environmental Sustainability
- Governance and Transparency
- Homelessness
- Housing and Land Use
- Public Safety
- Revenue and Economic Development
- Transportation and Infrastructure

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- DOJ - Justice (COPS)
- DOT – Transportation (Highways, Transit, Airport, Railroad)
- USACE - Army Corps of Engineers
- EPA - Environmental Protection Agency

DEPARTMENT OF
COMMERCE (DOC)

Dept of Commerce

- **DOC Purpose:** works with businesses, universities, communities, and the Nation's workers to promote job creation, economic growth, sustainable development, and improved standards of living for Americans.

Economic Development Administration: to create the conditions for economic growth and opportunity for all communities.



Talking Points: EDA



Develop Recreation and Sports Tourism Economy

- Aquatic Center
- Legacy Fields
- Nature Park
- Multi-Gen Rec Center
- Grand Theatre for the Arts



Road Infrastructure to Improve Goods Movement

- I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
- Lammers I-205 Interchange and Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DDI



Public Private Partnerships

- Valley Link -
 - Connecting BART to ACE Rail Systems
 - Developing Hydrogen Fueling Center
- Diversification of Industry
 - Supporting Energy Research and Development



Summary of Comments on PowerPoint Presentation

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Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:07 PM

Sport Tourism talking Points: Swim Tournaments and tourism at Aquatic Center; Regional Basketball, Volleyball, and other indoor sports at Multi-gen Center; Legacy Fields (9 soccer fields and 12 ball diamonds). Seeking grant opportunities to expand economic opportunities in the City. (Parks talking Points)

Road Infrastructure: Thank you for support of I-580 Diverging Diamond Interchange (DDI). This has facilitated the movement of goods from IPC to freeway. (tear sheet)

Need to expand International Parkway over State and Federal Canals.

Seeking funding to make more improvements along Lammers to fund new interchange at I-205 that will connect Central Valley to Highway 4 through new SR 239. Regional transportation of goods from warehouses to I-5 and northern CA. (tear sheet)

Seeking interchange improvements at Corral Hollow at I-580. This area has the largest home growth in Tracy (nearly 7000 homes) and is also the only interchange used by LLNL. Expansion of the interchange moves people without impediments for LLNL (tear sheet)

PPP opportunities in Tracy: recent Economic Development Strategic Plan indicates the need to diversify economic base in Tracy

Valley Link: connecting ACE to BART (linking residents to job centers); Developing Hydrogen Fueling Center in Tracy (tear sheet)

Hierloom: First Carbon Capture facility in California; develop other green energy commercial industry

Prologis: largest logistic center on West Coast; building first electric truck charging hub

Lawrence Livermore National Labs: 2000 employees live in Tracy (1/3 of employment); desires to create R&D facilities for development public applications

SEEKING FUNDING

I-580/INTERNATIONAL PKWY INTERCHANGE PROJECT

TRACY / SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is located in San Joaquin County, approximately 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030.

REQUESTED FUNDING:

- \$23.5 M

TOTAL PROJECT COST:

- \$50.1 Million
 - FNHFP Grant Awarded – \$24.9M
 - Measure K Funds \$1.7 M

I-580/INTERNATIONAL PKWY INTERCHANGE

The Project will reconstruct the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI) which leads to a safer transportation network. Expands a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local arterial network. This project:

- Alleviates goods movement and congestion between the International Park of Commerce (IPC), the Port of Oakland, the San Francisco Bay Area, and the greater Northern California Mega Region.
- Improves freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route
- Enhances traffic operations and safety
- Supports the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative
- Benefits the regional and national economy.
- Partnership between:
 - Prologis, the owner-investor;
 - City of Tracy;
 - San Joaquin Council of Governments, MPO;
 - Federal Highway Administration;
 - California Department of Transportation.

COMMUTE PATTERNS - TRANSPORTATION INFRASTRUCTURE

- Northern San Joaquin Valley residents are employed in the Bay Area and create increased demands on transportation and roadway infrastructure.
- Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).
- Similar to neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.
- It is estimated that over 125,000 cars per day travel through Tracy on I-205 to the San Francisco Bay Area.
- An average of 40,000 trucks per day travel on Interstate 5 between Tracy to Lathrop.

SITE OVERVIEW

IPC is a 1,780-acre office, retail, and industrial park located on the west side of Tracy. The project is expected to create more than 30,000 jobs at build-out and will include over 28 million square feet of development.

The IPC project is of national significance as it directly accesses 2 routes on the National Freight Network. It is also within 50 miles of the Port of Oakland, the 3rd largest port in California, and a Port with known rail congestion issues, making truck transport a more viable option for national goods movement.



I-580/INTERNATIONAL PARKWAY INTERCHANGE PROJECT

I-580 / International Parkway Interchange Proposed Improvements



Project Location and Components



This supports Tracy City Council Strategic Priority “Quality of Life”

“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”

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE PROJECT

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205 and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE

The Project consists of improvements to the existing Corral Hollow Road interchange. The Project will construct two roundabouts at freeway ramp intersections, widen the overcrossing at I-580, and implement a Class I bicycle and pedestrian path. The Project is a component of the regional Corral Hollow Road Corridor Project (Corridor Project). This Project:

- Implements safety countermeasures to address the history of collisions within the Project footprint reducing overall crash rates by 44%.
- Improves good movement within the Megaregion to/from the Port of Oakland, creates 600 jobs, and increases regional competitiveness.
- Improves freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route. I-580 is designated as a key truck corridor.
- Improves mobility and quality of life in the region by reducing vehicle hours traveled by 1.8%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduces GHG emissions, CO2 by 104 tons.

SEEKING FUNDING

REQUESTED FUNDING:

- \$ 8,804,000

TOTAL PROJECT COST:

- \$21,078,000
- **Local Funds: \$12,274,000**

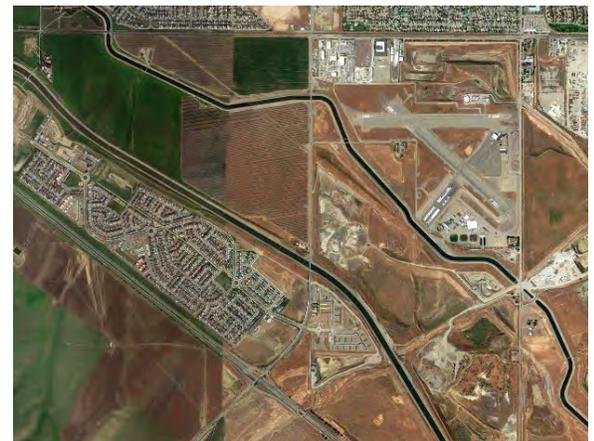
MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.



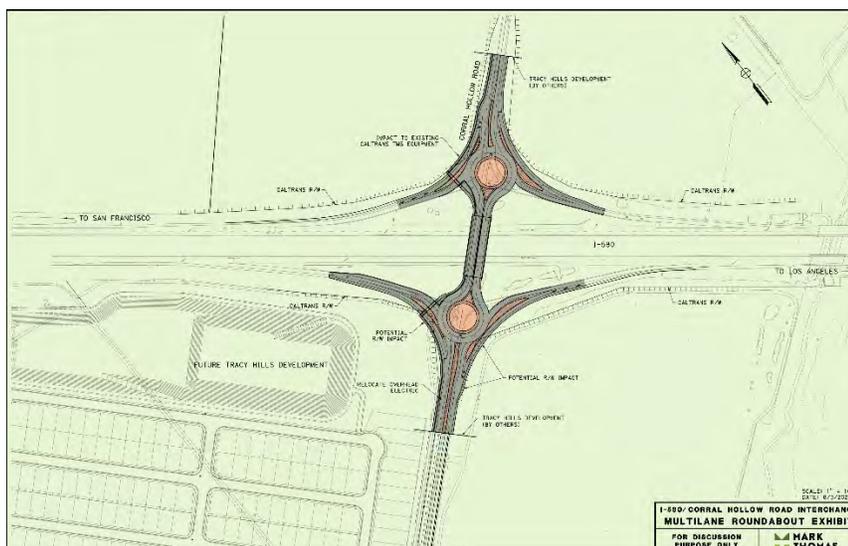
This supports Tracy City Council Strategic Priority "Quality of Life"

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Project Location



Project Exhibit



SEEKING FUNDING

CENTRAL VALLEY GATEWAY PROJECT

TRACY / SAN JOAQUIN COUNTY LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

REQUESTED FUNDING:

- \$56 Million (for Interchanges)

TOTAL PROJECT COST:

- \$128 Million

OTHER FUNDING SOURCES:

- FNHFP Grant - \$24.884M
- EDA Grant - \$8.35M (For Bridge Only)
- Measure K - \$2.541M
- RTIF \$1.4184
- Tracy Impact Fees \$34.8

CENTRAL VALLEY GATEWAY PROJECT

- The Central Valley Gateway Project (CVGP) is a critical logistical component for global goods movement through the Port of Oakland.
- The project's improvements will enable:
 - Efficient freight movements and mitigation congestion along this area's portion of the National Freight Network and lead to a safer regional transportation network.
 - Increased essential access to Prologis International Park of Commerce (IPC)
- It's importance to the region has garnered a Public-Private Partnership between:
 - The City of Tracy
 - San Joaquin Council of Governments (MPO)
 - Federal Highway Administration
 - California Department of Transportation
 - Prologis, Owner/Investor

PROJECT DESCRIPTION

- The Central Valley Gateway Project (CVGP), consists of improvements to interchanges on Interstate Highways 205 (I-205) and 580 (I-580) and the connecting arterial (International Parkway), including bridge replacement on two canal crossings.

ABOUT THE INTERNATIONAL PARK OF COMMERCE (IPC) AND WHY IT IS AN IMPORTANT PARTNER

IPC is a 1,780-acre office, retail, and industrial park located on the west side of Tracy. The project is expected to create more than 30,000 jobs at build-out and will include over 28 million square feet of development.

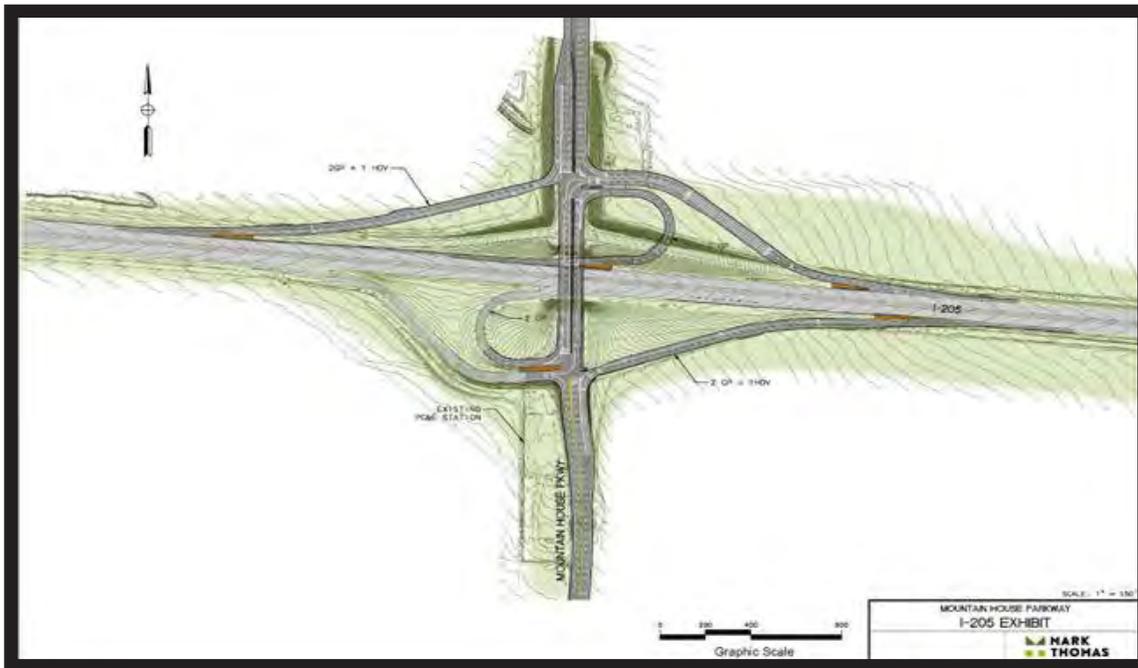
The IPC project is of national significance as it directly accesses 2 routes on the National Freight Network. It is also within 50 miles of the Port of Oakland, the 3rd largest port in California, and a Port with known rail congestion issues, making truck transport a more viable option for national goods movement. It's partnership means a healthier economy regionally and locally.



This supports Tracy City Council Strategic Priority "Quality of Life"

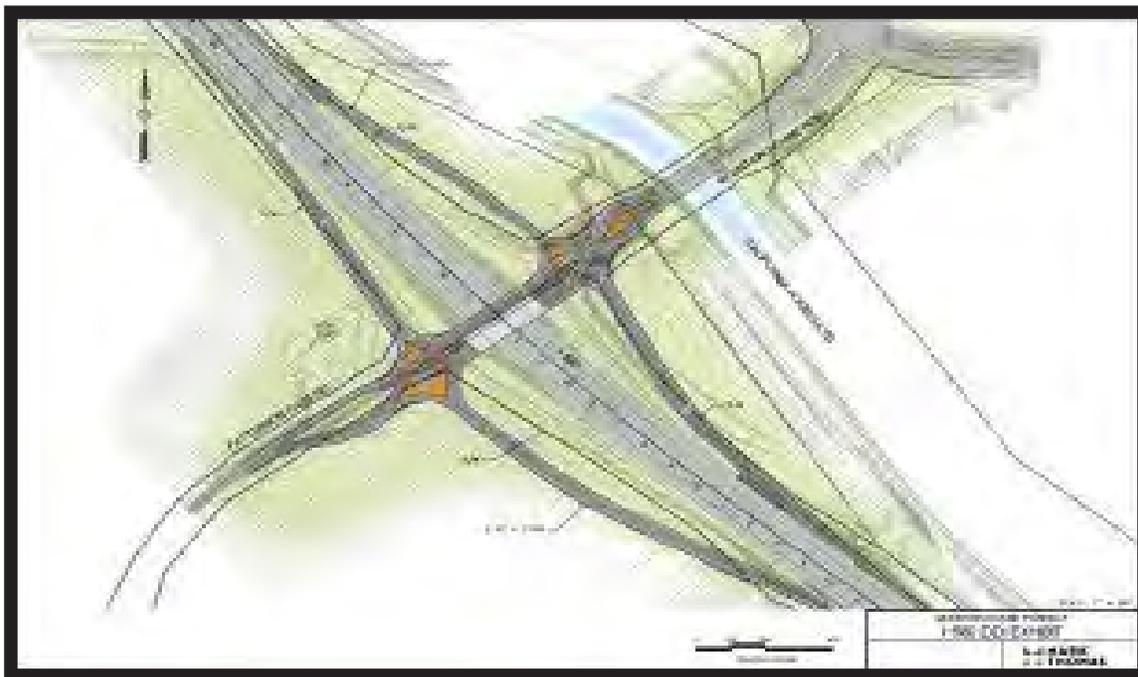
"To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community"

I-205 / International Parkway Interchange



For optimal commercial traffic flow, widening International Parkway to a four-lane arterial that connects the I-205 and I-580 interchanges is crucial.

I-580 / International Parkway Interchange



Achieving the connection between the two interstates requires the replacement and widening of two aqueduct crossings:

- The California Aqueduct
- The Delta-Mendota Canal

SEEKING FUNDING

VALLEY LINK COMMUTER RAIL PROJECT

JUSTIFICATION

- On 3/23/2022 the Metropolitan Transportation Commission (MTC), the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area, unanimously approved a regional grants strategy for transportation funding programs under the federal Bipartisan Infrastructure Law (BIL). The Valley Link Rail Project was added to the list of regional project priorities for the Capital Investment Grant (CIG) Program, pending Federal Transit Administration (FTA) approval of the Valley Link rail project into the formal project delivery process for the CIG Program.
- The Valley Link Project is a vital, cost-effective passenger rail service that will provide equitable, near-term access to more than 1.68 million residents of Alameda County – ranked as the second most populous county in Northern California and ranked 7th out of 58 statewide. It will also provide relief to more than 100,000 Bay Area workers now living in the Northern San Joaquin Valley, commuting daily through the Altamont/I-580 Corridor in their cars including those delivering our most vital services.
- The identification of Valley Link as a regional priority for federal funding under the CIG Program received resounding support by letters and testimony to MTC from leaders of business and industry across the Bay Area including the East Bay Leadership Council, East Bay Economic Developments Alliance, Building Industry Association, and Innovation Tri-Valley Leadership Group
- Impacting Tracy, alone, over 125,000 cars per day travel through Tracy on Interstate 205 to the San Francisco Bay Area; an average of 40,000 trucks per day travel on Interstate 5 between Tracy and Lathrop; 68% of Tracy's residential workforce commute daily to the Bay Area for employment – necessitating local stations and a maintenance facility.

➤ **The full Valley Link rail project will provide**

a new 42-mile, 7 station rail connection between the Dublin/ Pleasanton BART station in Alameda County and the North Lathrop Altamont Corridor Express (ACE) station in San Joaquin County with all day service on BART frequencies during peak periods – providing an estimated 33,000 daily rides in 2040.

➤ **The initial operating segment (IOS) between the Dublin/Pleasanton BART station and the Mountain House station, including the Isabel and South Front Road stations in Livermore, is targeted for construction in 2025 with stations in Mountain House, Tracy, and Lathrop to follow.**

➤ **The Valley Link rail project is also leading innovation with a vision to be a model of sustainability connecting the Northern California megaregion with the first passenger rail system in California running on self-produced green hydrogen and a hydrogen fuel production facility able to support other transit and heavy truck operators.**

➤ **In addition to the use of zero emissions vehicle and green energy production technologies, the Valley Link Board-adopted Sustainability Policy identifies implementing strategies to achieve a zero emissions system through innovation station access. This includes electric autonomous shuttles, shared mobility, and support for local transit operator alternative vehicle technology.**

REQUESTED FUNDING:

- \$40 million – For Local Stations & Maintenance Facility

TOTAL SYSTEM-WIDE PROJECT FUNDING:

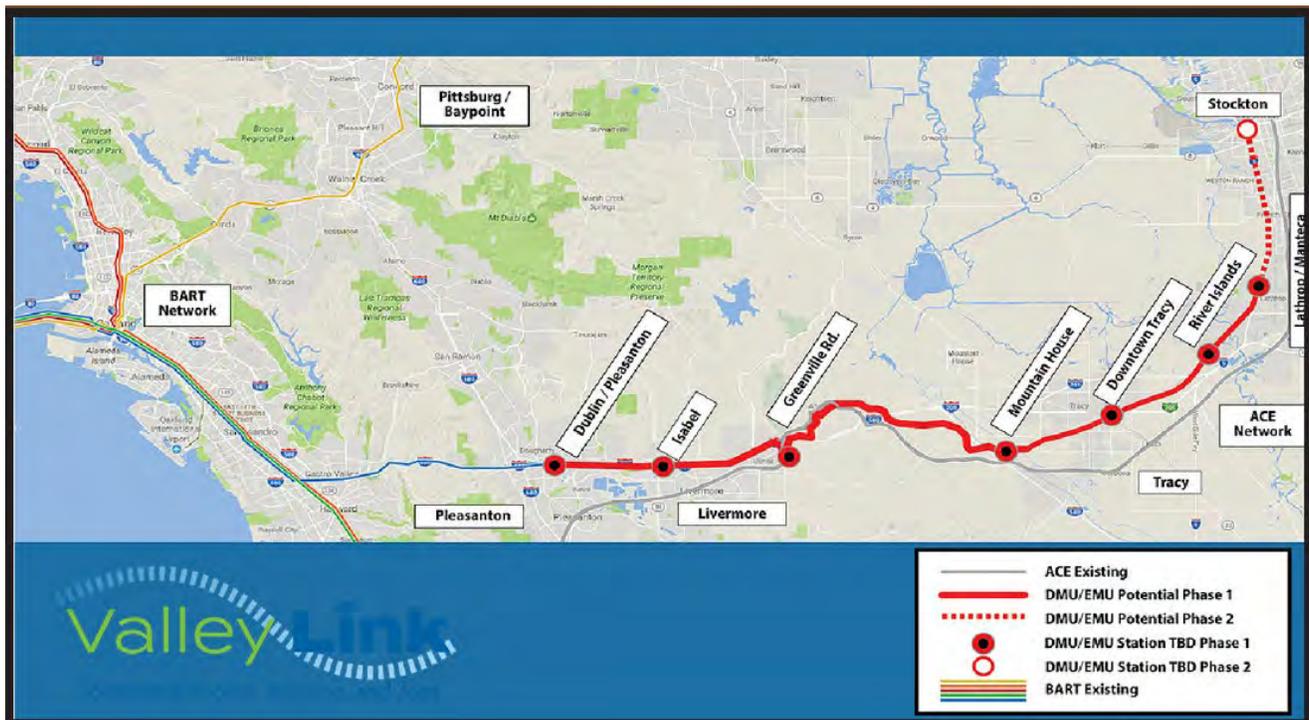
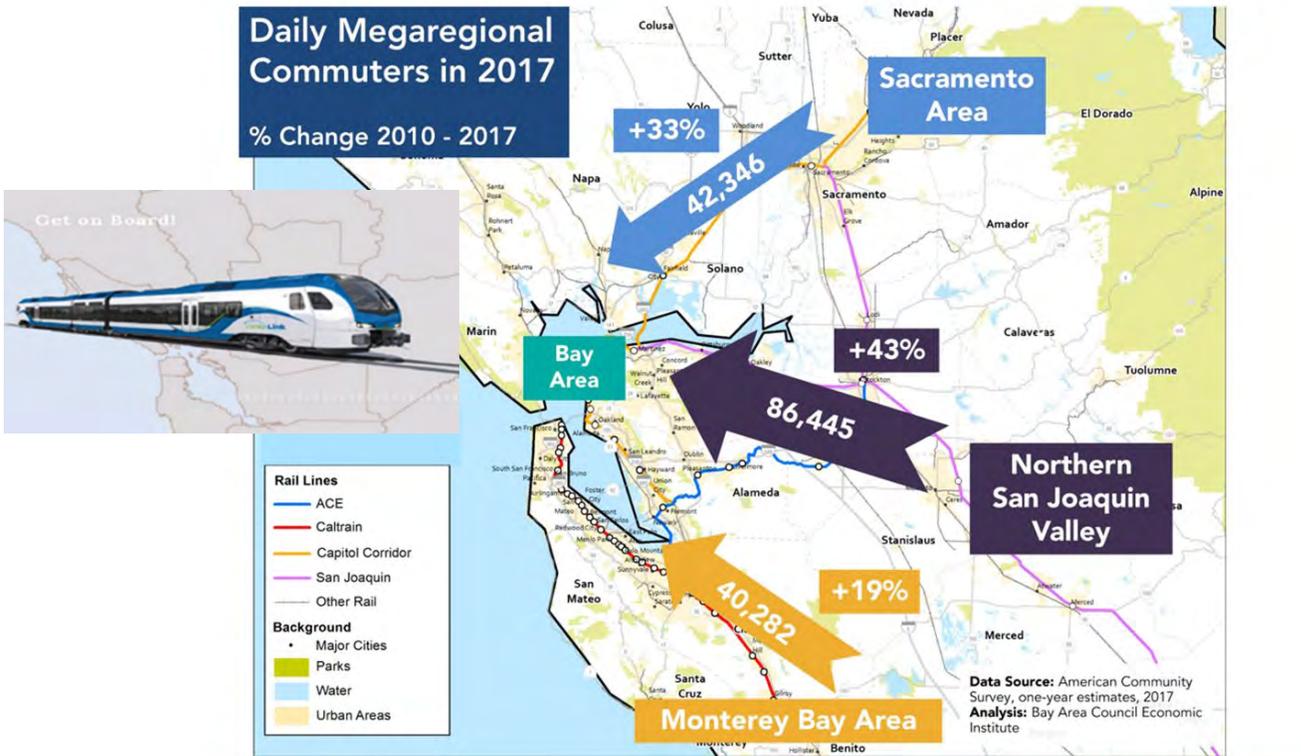
- \$3 billion (est.) Project Cost

OTHER FUNDING SOURCES:

- \$588 million from San Francisco Bay Area (Measure BB and Bride Toll funds)
- \$912 million requested by the *Tri-Valley - San Joaquin Valley Regional Rail Authority*

NORTHERN SAN JOAQUIN VALLEY COMMUTE PATTERNS

More Commuters Making Megaregional Trips



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ECONOMIC IMPACT – DOC

Prologis began constructing the International Park of Commerce (IPC) in West Tracy in 2014 to complement its existing Northeast Industrial Complex (NEI) in East Tracy. Since that time, IPC and NEI have become significant employment and economic centers for Tracy and San Joaquin County.

From 2014 to 2019, Prologis:

- Directly and indirectly created almost 11,000 jobs in Tracy and over 14,000 jobs in San Joaquin County
- Accounted for 40% of the overall growth in employment in San Joaquin County
- Directly and indirectly contributed over \$2.6 billion local earnings.
- Directly and indirectly contributed nearly \$13 billion to the Tracy and San Joaquin County economy.
- Accounted for over \$173 million in sales taxes, property taxes, and fees.
- Accounted for 9.7% of Tracy's growth in sales tax revenue
- Accounted for 12.4% of Tracy's growth in property tax revenue

Accounted for \$2.6 million in fees dedicated to local school districts/school board pre-pandemic

LOGISTICS REAL ESTATE AND JOBS – DOC

Prologis Employment Creation

- IPC employs around 9,000 workers today and at full buildout, including the Specific Plan Amendment square footage, that number will grow to ~17,000 employees.
- The largest office spaces in the City of Tracy are located inside of logistics buildings (Amazon in Tracy) and the largest cohort of head of household jobs are located within our warehouses.
- In the last 6 years, growth in warehouse employment doubled in San Joaquin County (SJC).
 - It currently represents 14% of employment in SJC (it represented less than 6.5% in 2010- 2011).
- Jobs from these facilities average wages that are 18% higher than the median income level for the City of Tracy (\$45K vs. \$38K).
- These jobs are becoming more diverse as well. They are head-of-household jobs and more engineering related and with the proliferation of sophisticated material handling equipment and robotics in these warehouses. This trend is expected to accelerate as the technology continues to advance.

Prologis Community Workforce Initiative

- Prologis launched Community Workforce Initiative (CWI) in 2018 to build a talent pipeline for customers, revitalize career pathways and invest in local communities.
- Prologis partnered with Jobs for the Future (JFF) to help identify local community-based organizations, community colleges and workforce development boards.
 - These organizations assist with engaging jobseekers through online training resources; connecting them with regional employment opportunities; and offering career guidance, coaching and support.
- Local CWI Goals:
 - Prologis will invest up to \$200,000 over the next two years with WorkNet to:
 - Enroll 650 Individuals in our Prologis Learning Academy.
 - Place 355 Individuals into the transportation, distribution, and logistics industry (TDL) industry jobs.

Train and upskill talent to create a stronger San Joaquin County workforce.

IPC PARK AMENITIES – DOC

Striving for a Fitwel Certification for the Park (<https://www.fitwel.org/>)

- Pedestrian Network
 - IPC is planning pedestrian walkways throughout the park that will connect each site's main entrance to common areas and outdoor areas.
 - Almost 20 miles of trails walking/biking - Class 1 bike trails with a bike share program to increase transportation choices and to motivate employees to cycle for inter-park transportation and recreation.
 - All buildings are interconnected with pedestrian paths and class 1 bike trails.
 - E-Bikes will come with the Central Green development.
- Community Destinations & Restorative Landscapes
 - IPC is planning a central park area and trails along the Arroyo Canal that will include gardens, play areas/fields, walking trails, and other natural landscapes. This destination will be open to all regular occupants and connected via public transport.
- Arroyo redevelopment
 - Riparian / habitat rehabilitation
 - Miles of trails with benches and lookouts
- Central Green
 - Over 30-acre park amenity for employees and residents in Tracy.

PROLOGIS & IPC GRANTS – DOC

The City of Tracy has received two grants for transportation improvements that enhance IPC.

The first grant is a state Trade Corridor Enhancement Program (TCEP) award the California Transportation Commission (CTC) made to Tracy for the new I-580/International Parkway interchange in 2020. The CTC awarded \$24.884 million to the construction phase of the project. The total cost of the project is \$49.183 million. Prologis' TIMP and City RTIF payments were a source of local match for the grant.

- This grant was a replacement for a 2018 TCEP award of \$12.78 million that was rescinded when the project did not meet environmental clearance deadlines. As part of the negotiations to give those funds back to the CTC, we received a commitment from Caltrans that it would support the project in 2020. Caltrans' support in 2020 was a major reason the project received the \$24.884 million TCEP grant, which is 50% of the project's overall cost. Tracy has advertised the construction phase of the project, with a contractor expected to initiate work in late 2024.

The second grant is a U.S. Commerce Department Economic Development Administration award of \$8.35 million in 2021 to widen International Parkway over the Delta Mendota Bridge to relieve a traffic chokepoint and enhance resiliency. Prologis contributed a match of \$2.1 million, bringing the total project cost to \$10.45 million.

The I-580/International Parkway interchange improvement, along with the I-205/International Parkway interchange improvement project, are part of the Northern California Mega Region's top 12 project priorities. The Northern California Mega Region is an organization made up of the San Joaquin Council of Governments (SJCOG), the Metropolitan Transportation Commission (MTC), and the Sacramento Area Council of Governments (SACOG). The I-580 and I-205 projects comprise the Central Valley Gateway project. The Mega Region has advocated for both federal and state funding for the projects over the last five years. SJCOG has advocated for the projects as part of its annual One Voice trips to Sacramento and Washington, D.C.

DEPARTMENT OF ENERGY (DOE)

Dept of Energy

- **DOE Purpose:** to ensure America's security and prosperity by addressing its energy, environmental, and nuclear challenges through transformative science and technology solutions



Talking Points: DOE



I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project



Tracer Bus Maintenance Facility and Land Acquisition



Energy Efficiency for City Infrastructure



Public Private Partnerships for Energy Industry

Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:07 PM

Seeking interchange improvements at Corral Hollow at I-580. This area has the largest home growth in Tracy (nearly 7000 homes) and is also the only interchange used by LLNL. Expansion of the interchange moves people without impediments for LLNL

Funding for Energy Efficiency for City Infrastructure: Seeking Federal Energy Management Program Funding Opportunities for local government (energy efficient buildings). City Multi-Gen Recreation Center is Net Zero project (LEED certification). Water management: water efficiency, resilience, and technology grants opportunity

Tracer Bus Maintenance Facility and Land Acquisition: seeking grants that will help build City's zero-emission fleet and Adding electric vehicles to City fleet and charging stations to City Facilities

PPP opportunities in Tracy: energy- and water-related goals by identifying affordable solutions, facilitating public-private partnerships, and leveraging best practices to promote energy leadership.

Valley Link: connecting ACE to BART (linking residents to job centers); Developing Hydrogen Fueling Center in Tracy

Hierloom: First Carbon Capture facility in California; develop other green energy commercial industry

Prologis: largest logistic center on West Coast; building first electric truck charging hub

Lawrence Livermore National Labs: 2000 employees live in Tracy (1/3 of employment); desires to create R&D facilities for development public applications

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE PROJECT

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205 and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE

The Project consists of improvements to the existing Corral Hollow Road interchange. The Project will construct two roundabouts at freeway ramp intersections, widen the overcrossing at I-580, and implement a Class I bicycle and pedestrian path. The Project is a component of the regional Corral Hollow Road Corridor Project (Corridor Project). This Project:

- Implements safety countermeasures to address the history of collisions within the Project footprint reducing overall crash rates by 44%.
- Improves good movement within the Megaregion to/from the Port of Oakland, creates 600 jobs, and increases regional competitiveness.
- Improves freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route. I-580 is designated as a key truck corridor.
- Improves mobility and quality of life in the region by reducing vehicle hours traveled by 1.8%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduces GHG emissions, CO2 by 104 tons.

SEEKING FUNDING

REQUESTED FUNDING:

- \$ 8,804,000

TOTAL PROJECT COST:

- \$21,078,000
- **Local Funds: \$12,274,000**

MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.



This supports Tracy City Council Strategic Priority "Quality of Life"

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Project Location



Project Exhibit



SEEKING FUNDING

VALLEY LINK COMMUTER RAIL PROJECT

JUSTIFICATION

- On 3/23/2022 the Metropolitan Transportation Commission (MTC), the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area, unanimously approved a regional grants strategy for transportation funding programs under the federal Bipartisan Infrastructure Law (BIL). The Valley Link Rail Project was added to the list of regional project priorities for the Capital Investment Grant (CIG) Program, pending Federal Transit Administration (FTA) approval of the Valley Link rail project into the formal project delivery process for the CIG Program.
- The Valley Link Project is a vital, cost-effective passenger rail service that will provide equitable, near-term access to more than 1.68 million residents of Alameda County – ranked as the second most populous county in Northern California and ranked 7th out of 58 statewide. It will also provide relief to more than 100,000 Bay Area workers now living in the Northern San Joaquin Valley, commuting daily through the Altamont/I-580 Corridor in their cars including those delivering our most vital services.
- The identification of Valley Link as a regional priority for federal funding under the CIG Program received resounding support by letters and testimony to MTC from leaders of business and industry across the Bay Area including the East Bay Leadership Council, East Bay Economic Developments Alliance, Building Industry Association, and Innovation Tri-Valley Leadership Group
- Impacting Tracy, alone, over 125,000 cars per day travel through Tracy on Interstate 205 to the San Francisco Bay Area; an average of 40,000 trucks per day travel on Interstate 5 between Tracy and Lathrop; 68% of Tracy's residential workforce commute daily to the Bay Area for employment – necessitating local stations and a maintenance facility.

➤ **The full Valley Link rail project will provide**

a new 42-mile, 7 station rail connection between the Dublin/ Pleasanton BART station in Alameda County and the North Lathrop Altamont Corridor Express (ACE) station in San Joaquin County with all day service on BART frequencies during peak periods – providing an estimated 33,000 daily rides in 2040.

➤ **The initial operating segment (IOS) between the Dublin/Pleasanton BART station and the Mountain House station, including the Isabel and South Front Road stations in Livermore, is targeted for construction in 2025 with stations in Mountain House, Tracy, and Lathrop to follow.**

➤ **The Valley Link rail project is also leading innovation with a vision to be a model of sustainability connecting the Northern California megaregion with the first passenger rail system in California running on self-produced green hydrogen and a hydrogen fuel production facility able to support other transit and heavy truck operators.**

➤ **In addition to the use of zero emissions vehicle and green energy production technologies, the Valley Link Board-adopted Sustainability Policy identifies implementing strategies to achieve a zero emissions system through innovation station access. This includes electric autonomous shuttles, shared mobility, and support for local transit operator alternative vehicle technology.**

REQUESTED FUNDING:

- \$40 million – For Local Stations & Maintenance Facility

TOTAL SYSTEM-WIDE PROJECT FUNDING:

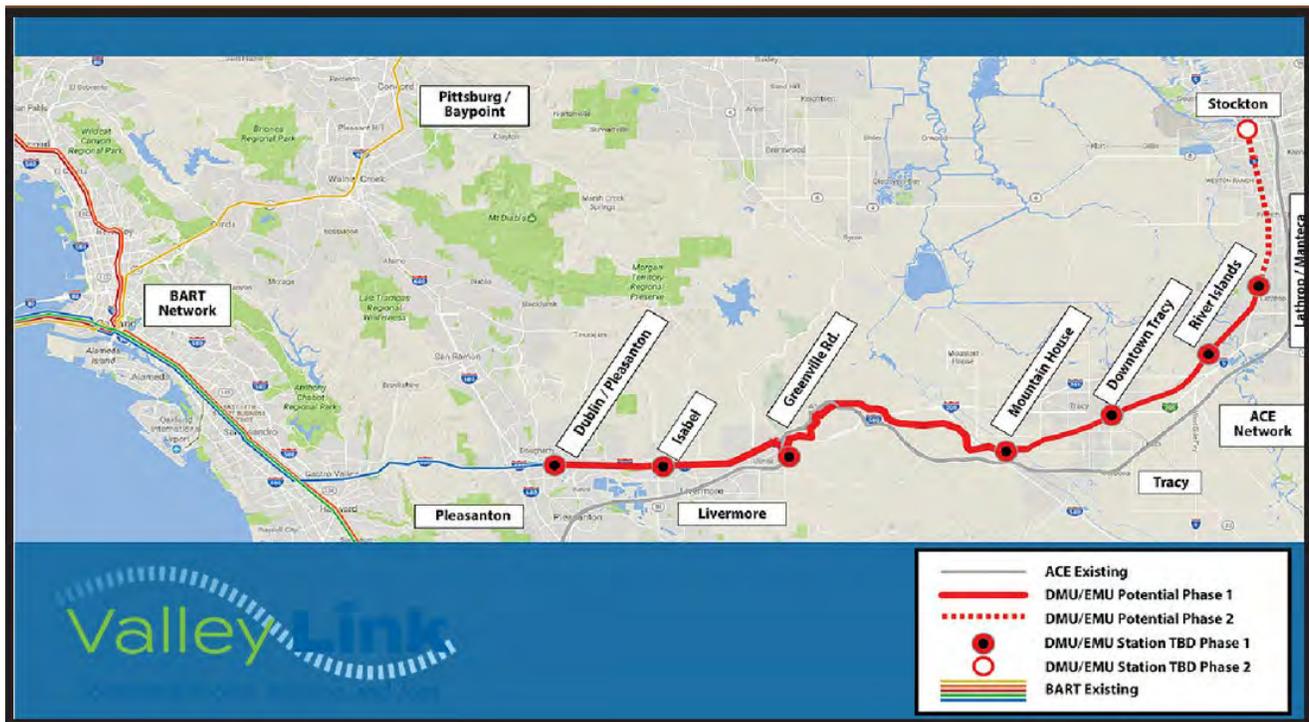
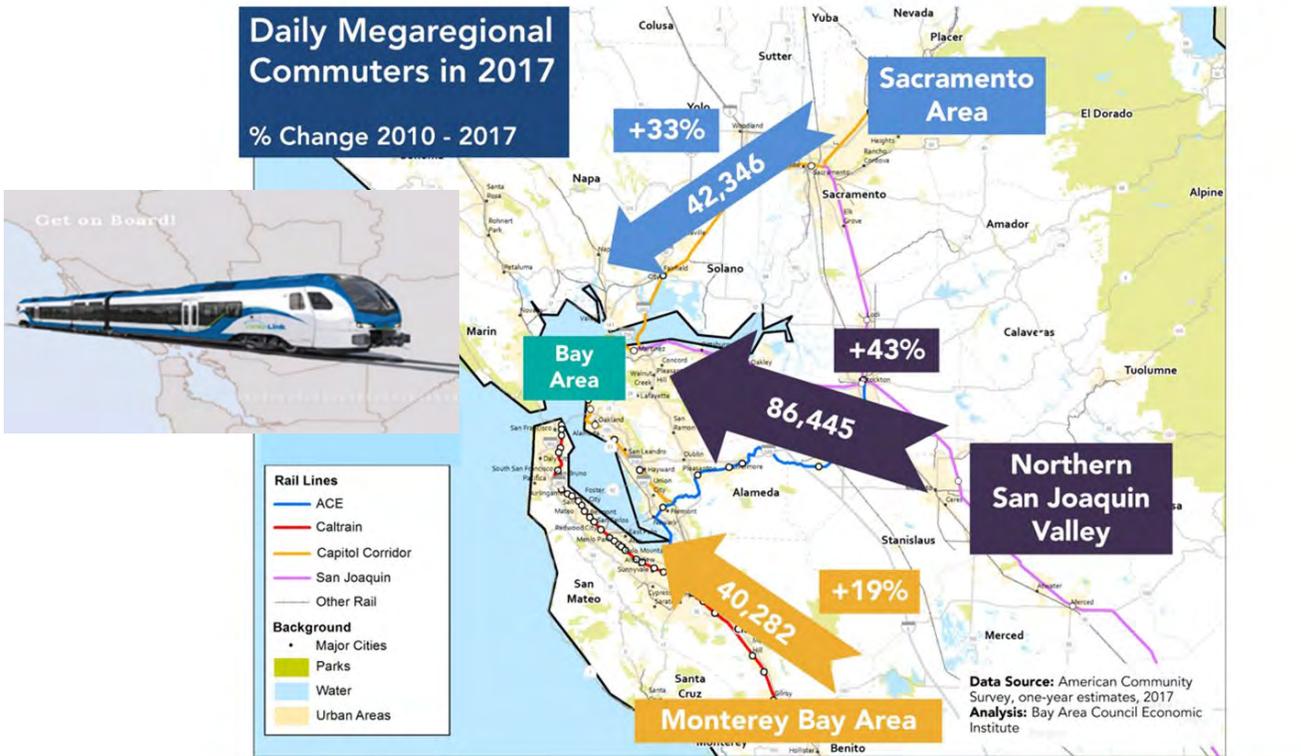
- \$3 billion (est.) Project Cost

OTHER FUNDING SOURCES:

- \$588 million from San Francisco Bay Area (Measure BB and Bride Toll funds)
- \$912 million requested by the *Tri-Valley - San Joaquin Valley Regional Rail Authority*

NORTHERN SAN JOAQUIN VALLEY COMMUTE PATTERNS

More Commuters Making Megaregional Trips



This supports Tracy City Council Strategic Priority “Quality of Life”

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CORRAL HOLLOW ROAD CORRIDOR PROJECT

REQUESTED FUNDING:

- \$ 40,000,000

TOTAL PROJECT COST:

- \$91,896,000
- **Local Funds: \$50,902,000**

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205, and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

CORRAL HOLLOW ROAD CORRIDOR PROJECT

The Corral Hollow Road Corridor Project (Project) introduces three components to comprehensively facilitate improvements in the regionally significant corridor. The project includes: 1) improvements to the Corral Hollow Road/Linne Road intersection, incorporating a new traffic signal, turn lanes, and enhancements to the existing at-grade crossing with the Union Pacific Railroad (UPRR) Oakland Subdivision; 2) widening Corral Hollow Road from a narrow two-lane to a divided four-lane roadway; and 3) I-580/Corral Hollow Road Interchange improvements. This Project:

- Improves regional economy by creating more than 1,200 jobs and increasing regional competitiveness.
- Improves good movement within the Megaregion to/from the Port of Oakland.
- Improve mobility and quality of life in the region by decreasing vehicle hours traveled by 1%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduction in GHG emissions including CO₂ by 104 tons.

MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.

An average of 40,000 trucks per day travel on Interstate 5 between Tracy to Lathrop.

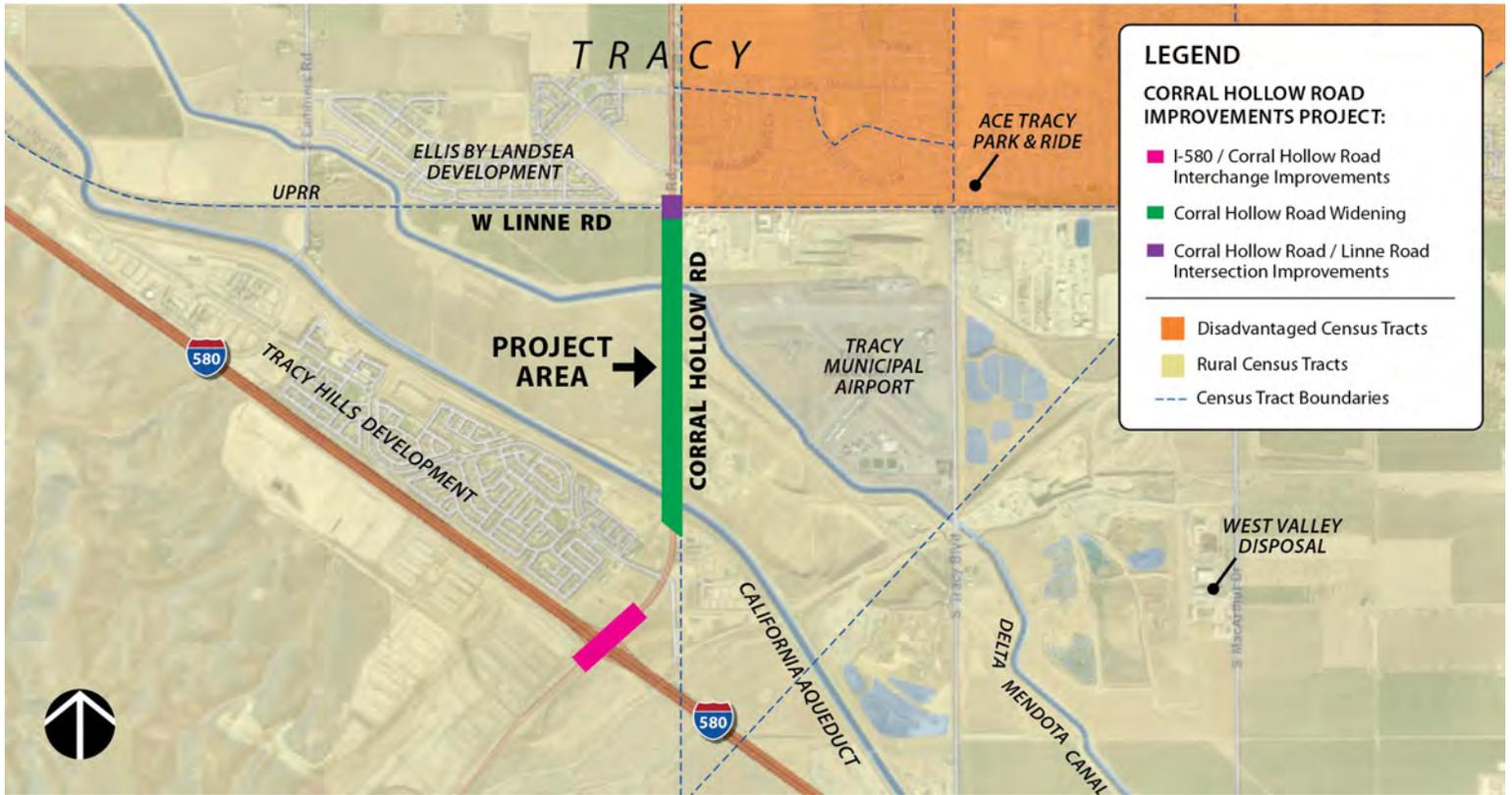


2013 Region Commuter Volumes

This supports Tracy City Council Strategic Priority “Quality of Life”

“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.”

Project Location



Project Location Aerial



FEDERAL TRANSIT ADMINISTRATION (FTA) TRACER BUS MAINTENANCE AND STORAGE FACILITY

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION

- Tracer Bus is the public transportation provider for the City of Tracy. Its fleet is expanding and requires a new site to meet current and future requirements for services and maintenance demands, to improve technology capabilities, and to install infrastructure to meet zero-emission bus regulations.
- Tracer currently shares 7 acres with the City of Tracy's Public Works yard to store and maintain vehicles, but the location can no longer accommodate the transit programs.
- Tracer currently leases additional storage and maintenance space; however, due to increasing demands for service, further expansion is necessary.



- • 3 additional routes were added in August 2023 to meet the demands of new development in the south Tracy area, including a shuttle service that connects riders to the ACE Train.
- • Ridership continues to grow at a rate of approximately 20% per year.

DEPT OF TRANSPORTATION

REQUESTED FUNDING:

- \$30 million - \$40 million

TOTAL PROJECT COST:

- \$45 million - \$50 million

PROPOSED SITE SELECTION

ACQUISITION & DESIGN

- 27,000 square foot maintenance facility for vehicle maintenance and repair activities, including:
 - Preventative maintenance
 - Component replacement and minor repairs
 - Tire changing
 - Major body repairs and painting
 - Parts inventory and storage
 - Bus wash
- 7,000 square foot transit operation center, designed to meet zero emission standards, to accommodate:
 - Expanded dispatching and communications operations.
 - Training and conference rooms for Tracer bus drivers and regional partners.
 - Office space
 - Employee and visitor parking (with solar canopies)
- Fueling infrastructure for no-emission vehicles.
- Secured parking for transit buses.

ESTIMATED TIMELINE:

- 2023/24 - Site selection, environmental studies, purchase (In Process)
- 2024/25 - Design and engineering
- 2025/26 - Construction

This supports Tracy City Council Strategic Priority "Quality of Life"

"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."

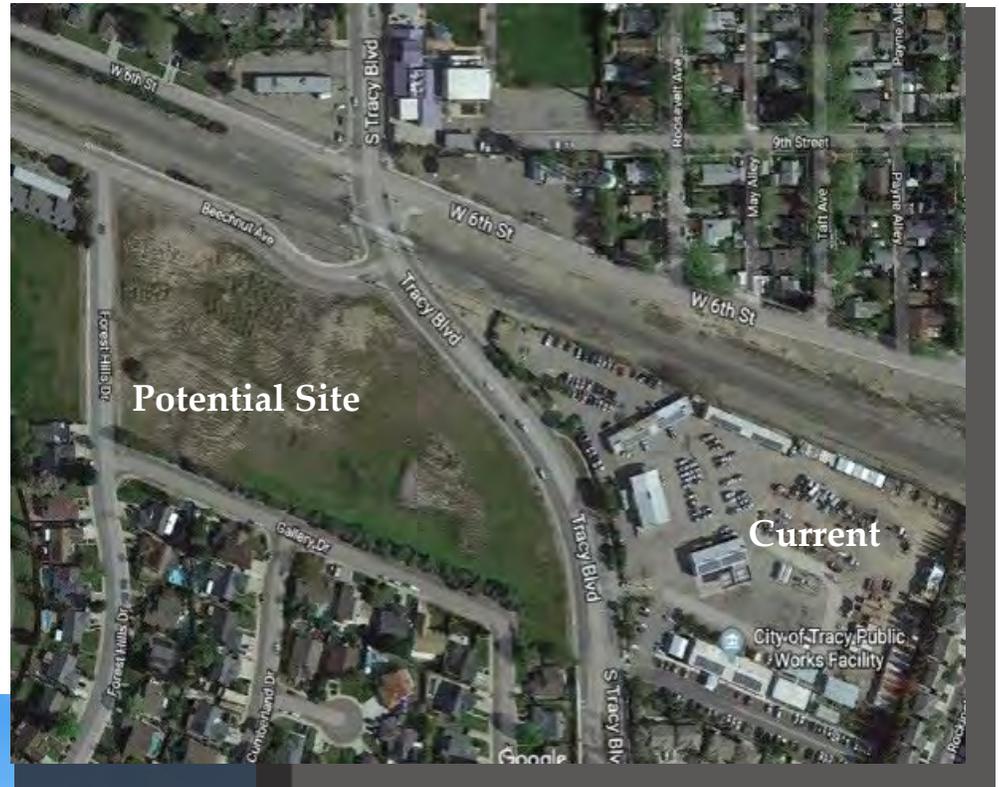


FEDERAL TRANSIT ADMINISTRATION (FTA) BUS MAINTENANCE & STORAGE FACILITY

CURRENT LOCATION AND A POTENTIAL SITE FOR EXPANSION

A potential site for the Tracer Bus Maintenance and Storage Facility is located across the street from the existing site.

This site is ideal as it is located just over ½ mile from the Tracy Transit Station, the main operations hub for the Tracer bus service.



The City has regional transit partnerships with ACE, Valley Link, and others that will promote ridership within the City. A new Bus Storage and Maintenance Facility will provide an opportunity to expand regional growth between the agencies.

PROLOGIS SUSTAINABILITY – DOE

- Prologis has committed to achieving net zero emissions in our operations by 2030 and across our value chain by 2040.
- Prologis has more than 515 MW of on-site solar generation globally, putting the company more than halfway to its goal of achieving 1 GW of installed solar generating capacity – supported by storage – by 2025.
- Prologis is currently ranked #2 for onsite corporate solar in the U.S., according to the Solar Energy Industries Association.
- Nearly 20% of Prologis' global portfolio (235 MSF) is externally certified as sustainable space (LEED, BREEM, CASBEE, DGNB and WELL). This is an area equal to more than six NYC Central Parks.
- Prologis is a leader in the effort to create commercial fleet charging infrastructure in the U.S. In 2022, the company activated two electric truck charging installations that together can charge 38 Volvo VNR Electric Class 8 battery-electric trucks simultaneously. These facilities are in Southern California (Santa Fe Springs, Calif. And Commerce, Calif.). The company also has projects in Northern California, Chicago, New York and New Jersey.

Prologis buildings in the Central Valley benefit from sustainable design and construction techniques, while promoting human and environmental health to deliver measurable benefits to the customers and the communities they are built in.

Sustainable Building Certifications:

- All new Prologis buildings are designed and developed with a goal of certification (e.g. LEED). IPC 16, Prologis' latest development at IPC, achieved LEED Gold certification.
- Existing and new buildings are upgraded with LED lighting, rooftop solar/renewable energy, cool roofs, smart meters, electric car charging for employees, and water-saving solutions
 - For example, cool roofing, which is essentially white roofs on industrial buildings, reduces energy costs up to 52%, increases employee comfort inside the building, and decreases air pollution levels through reduced HVAC usage.
 - Our industry-leading, energy-efficient buildings cost less to operate, reducing overall occupancy costs and usage for our customers.

Prologis Solar in Tracy:

- PLD's first solar project in CV was Amazon in Tracy which (August 2018)
- 3 canopies installed at the new IPC Office
- 13.8 MW installed / 9 buildings
- 16.2 GWh of yr 1 generation of installed assets
- 5.1 MW under contract or under construction across 3 buildings
- 20.3 MW of pending pursuits across 8 buildings

For context, 16.2 GWh of power generation is enough to power around 1,400 homes (which is approximately the number of homes that will be built in Tracy over the next 5 years!)

DEPARTMENT OF
HEALTH AND HUMAN
SERVICES (HHS)

&

HOUSING AND URBAN
DEVELOPMENT (HUD)

&

US INTERAGENCY
COUNCIL ON
HOMELESSNESS (USICH)

Dept of Health and Human Services
Dept of Housing and Urban Development
US Interagency Council on Homelessness

HHS Purpose: to enhance the health and well-being of all Americans, by providing for effective health and human services and by fostering sound, sustained advances in the sciences underlying medicine, public health, and social services.

HUD Purpose: to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business.

USICH Purpose: to coordinate the federal response to homelessness and to create a national partnership at every level of government and with the private sector to reduce and end homelessness in the nation while maximizing the effectiveness of the federal government in contributing to the end of homelessness.



Think Inside the Triangle™

Talking Points: HHS HUD and USICH

Direct Funding to local government

- Expand the eligibility for funding to local programs
- Provide funding for Homelessness Services and Continuum of Care programs
 - Thank you for Tracy Emergency Housing Facility Grant (examples of success stories)
- Funding for Familiar Faces programs
 - Support response to mental health and addiction crisis

Focus on keeping people in housing

- Support tax incentives and direct funding for affordable housing
- Streamline NEPA review process

Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:07 PM

Familiar Faces – Expansion of program to include two new positions to assist growing needs of the unsheltered. “Dave’s Success Story” (tear sheet)
The Familiar Faces Team, consisting of a specially trained Homeless Outreach Coordinators and a sworn Neighborhood Resource Officer (NRO). Tracy PD seeking funding to create a second team by adding two additional Homeless Outreach Coordinators to the Familiar Faces Program.

TEHF funding for services (tear sheet and homelessness services talking points)

General talking points for funding

Support tax incentives and direct funding for affordable housing

Streamline NEPA review process: expensive, time requirements, and varies per grant application

HUD Grant: The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Discuss how NEPA impacts costs for affordable housing.

Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) & Economic Development Initiative specified for the Community Project Funding/Congressionally Directed Spending (CPF)

➤ The City of Tracy serves as a subrecipient of the San Joaquin County who is a direct entitlement. As a subrecipient, the City of Tracy receives an annual pass-through allocation from the San Joaquin County to fund various Public Facility and Improvements, Public Services and Affordable Housing projects.

FY 2024 APPROVED FUNDING ALLOCATIONS:

- Community Development Block Grant: \$506,211
- HOME Investment Partnership: \$181,610
- CPF: \$3 Million Dollars

REQUEST:

We request continued support to fund future Public Services, Public Facility and Improvements and Affordable Housing projects through the CDBG and HOME programs.

JUSTIFICATION FOR REQUEST

Community Development Block Grant (CDBG), HOME Investment Partnership Programs and Economic Development Initiative specified for the Community Project Funding/Congressionally Directed Spending (CPF) are utilized for projects that make for a viable community, with local programs and services that aim to provide a suitable living environment and expand economic opportunities for low-moderate income individuals and families.

Your continued support is greatly appreciated. The FY2023-2024 funding allocation is currently supporting the following projects:

- Tracy Interfaith Ministries
 - Hunger Relief & Nourishing Food Distribution Program
- Boys & Girls Club
 - North School Enrichment Program
- Coalition of Tracy Citizens to Assist the Homeless
 - Emerson House Salary Supplement
- McHenry House Family Shelter
 - Supervisor Salary Supplement/Family Crisis Intervention Program
- Roya Foundation
 - Youth Technology Program
- Tracy Earth Project, Inc.
 - Tracy Bike Like Youth Program
- City of Tracy – Temporary Emergency Housing Facility
 - Construction expenditures associated with the City of Tracy Temporary Emergency Housing Facility
- Housing Authority of the County of San Joaquin (HOME Allocation)
 - Tracy Homes Phase 1 Senior Apartments

The City of Tracy has recognized the much-needed services to the unsheltered population and your continued support will allow the City of Tracy to continue to provide needed shelter and support services to our most vulnerable City population.

Highlights:

- Tracy has been able to stand up a shelter project and provide much needed shelter and services to 48 individuals. An additional 38 beds will be added to the site in December of 2023.
- Tracy’s last Point in Time Count documented 124 unsheltered individuals.
- The City has been successful in securing funding for the construction of our project.
- However, the City is seeking continuous support for ongoing shelter operations subsidies to sustain our project and continue to provide resources long term.

We look forward and appreciate the continued support and partnership as we move forward with this project.

City of Tracy Temporary Housing Facility



**TRACY POLICE DEPARTMENT
HOMELESS OUTREACH
FAMILIAR FACES TEAM**

SEEKING FUNDING

REQUESTED FUNDING:

- \$ 331,204

TOTAL PROJECT COST:

- \$ 331,204 – Funding Positions

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

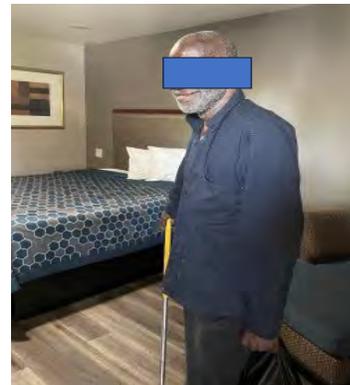
- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

FAMILIAR FACES TEAM EXPANSION

- The *Familiar Faces Team*, consisting of a specially trained Homeless Outreach Coordinators and a sworn Neighborhood Resource Officer (NRO). Tracy PD seeking funding to create a second team by adding two additional Homeless Outreach Coordinators to the Familiar Faces Program.

- Our Homeless Outreach Coordinators conducts homeless street outreach, welfare checks and case management. The team works alongside our Tracy PD *Mobile Evaluation Mental Health Team (MET)*, consisting of NRO and two on-site mental health professionals.

- The team currently operates Monday – Friday. The core purpose of adding an additional team is to provide 7 day a week coverage and expanded service efforts. This would increase stabilization of our homeless population through wellness, referrals to mental health, housing programs, medical services.



David's Story

- David has lived in Tracy for over 15 years.
- Familiar Faces engaged David and worked to build trust.
- They organized a property clean up.
- Moved David into a motel.
- Now the team is working with David to set up social security, access health care, and obtain permanent housing.

This supports Tracy City Council Strategic Priority

Homeless Strategic Plan “Goal 3”



The *Familiar Faces* program launched within the City of Tracy under Goal 3 of the City’s Strategic Plan to address homelessness.

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

REVISED 05/06/20



**U.S. DEPARTMENT OF HOUSING and
URBAN DEVELOPMENT**

THANK YOU FOR THE CONTINUED SUPPORT WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDING AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ECONOMIC DEVELOPMENT INITIATIVE SPECIFIED FOR THE COMMUNITY PROJECT FUNDING/ CONGRESSIONALLY DIRECTED SPENDING (CPF)

- The City of Tracy would like to express their sincerest appreciation and gratitude of the continued funding allocations to support the City’s CDBG and HOME programs and grant from HUD’s Economic Development Initiative specified for the CPF.
- The City of Tracy was awarded a \$3 Million dollar grant in Fiscal Year 23/24 from the Initiative specified for the CPF that will partially fund Phase II of the Temporary Emergency Housing Facility Project (CIP 7111). Additionally, the City received \$506,211 in CDBG and \$181,610 in HOME funds which supported 8 additional HUD funded projects.

**This grant supported the Tracy City Council’s
Quality of Life Strategic Priority**

“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.”

CITY OF TRACY AWARDED PROJECTS

➤ **2023-2024 U.S. Department of HUD Economic Development Initiative specified for the Community Project Funding/Congressionally Directed Spending**

- The Temporary Emergency Housing Facility (TEHF) was to be the first emergency housing shelter in the City of Tracy. Currently the TEHF provides much needed shelter and services to 48 individuals. An allocation of \$3 Million dollars will partially fund the construction of Phase II of the TEHF. This phase of the project includes the construction of the Sprung Structure that will accommodate up to 68 guests, a day room, client services in an accessible climate-controlled space. Additional ancillary buildings include a kitchen, restrooms, showers, laundry, and storage.



Program accomplishment list for Homeless Services Division:

- In Fiscal Year 22/23, the Homeless Services Division was created with the hiring of the City's very first Homeless Services Manager led to the implementation of the Homeless Services Division. Along with the manager position, an Administrative Technician position was also created to assist in supporting the manager with the technical needs of the Division.
- In Fiscal Year 22/23, the Homeless Services Division was able to open the City of Tracy's very first shelter to shelter our unhoused residents. The shelter opened its doors on November 1, 2022, consisting of 48 low barrier shelter beds serving and supporting pets, partners, and possessions. The shelter was created to meet people where they are. This entails assessing them for barriers and coming alongside them with case managers to connect them to much needed services and supports.
- The Division has partnered with the County lead for the Homeless Management Information System to ensure accurate data reporting for the City's projects. This included the onset of the shelter's initial operations contract with City Net and the pre-shelter intake support through Tracy Community Connections Center.
- The City purchased eight Custom Container units to add to the bed inventory at the shelter. This purchase added an additional 38 shelter beds to the shelter site, bringing the total available bed count city-wide to 86.
- In late October 2023, the Division was able to conclude a year of successful shelter operations with the initial shelter operator City Net and the support of Tracy Community Connections Center for pre-shelter intake services.
- In November of 2023, the City successfully engaged the community and stakeholders in a formal Request for Proposal process to bring in a new shelter operator. The City was successful with the onboarding of The Salvation Army Stockton for the current fiscal year with the option for an additional year of shelter operations.
- In December 2023, the City of Tracy's Homeless Services Manager was nominated and appointed Co-Chair to the San Joaquin Continuum of Care board of directors to assist the county with alignment of partnerships and funding streams to ensure efficient and effective delivery of homeless services across the Continuum.
- The City's Homeless Services Division has been able to solidify roughly 10 million dollars. This includes the additional 7.1 million dollar ARPA allocation and 1.8 million dollars from Health Plan of San Joaquin. This amount includes additional allocations of City CDBG funds and additional HHAP round allocations.
- The Homeless Services Division is also responsible for the implementation and oversight of the 3-million-dollar HUD grant that was earmarked through Congressman Harder's office for the CIP 71112.

- The Homeless Services Division is working with the County Neighborhood Preservation Unit (CoC Collaborative Applicant) and the City of Stockton to solidify round 5 of HHAP through the regional plan process. This includes working closely with the City of Stockton and San Joaquin County departments to ensure alignment of all entities. This was approved by the BOS this morning. This ensures an additional 14 million dollars will be available to our region under HHAP round 5.
- The Division is working closely with County Medi-Cal Managed Care plans to implement the Cal-Aim State initiative to bring in additional funds and supports to the shelter site. This has led to the pilot with SJ County for an In-Home Supportive Services program at the shelter site to support individuals with higher care needs.
- The shelter has successfully served roughly 150 unduplicated individuals. Of the 108 unduplicated individuals that were served during the last fiscal year, 14 transitioned into a positive housing exit. To date the current year of operations which began on November 1, 2023 has served roughly 42 unduplicated individuals with a total of 5 positive exits with an additional 4 positive exits pending.
- The Homeless Services Division currently monitors 15 contracts to support the shelter project. These contracts include construction, facilities, and operations to ensure the 24/7 oversight and maintenance of the shelter site.
- The Homeless Services Division is working with our Tracy Police Department and our Information Technology Department to further enhance the data collection process of homeless initiatives City wide. Currently we will be working with our Homeless Management Information System (HMIS) county lead to initiative a dashboard on our city website to ensure the public is able to identify unsheltered residents' trends and outcomes.
- Partnerships and volunteer opportunities have continued to increase through ongoing collaborations with regional and city partners. This has brought in local volunteers and churches who are supporting the shelter population with outside art, recovery groups and opportunities to get involved at the site.

DEPARTMENT OF
HOMELAND
SECURITY (DHS)

Dept of Homeland Security (CISA and FEMA)

• **Purpose:** to secure the nation from the many threats we face.

Cybersecurity and Infrastructure Security Agency: to lead the national effort to understand, manage, and reduce risk to our cyber and physical infrastructure.

Federal Emergency Management Agency: helping people before, during and after disasters, and our core values and goals help us achieve it.



Think Inside the Triangle

Talking Points: Dept of Homeland Security (CISA)



Cybersecurity

Protect City critical infrastructure from cybersecurity threats

 Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:08 PM
City awarded two Cybersecurity grants: one State and one Federal. Federal Grant was for protection of water infrastructure. (thank you)

Federal funding for Cybersecurity is funneled to the State agencies. California portion of the funding per capita is very low, which makes fewer dollars available to local governments. The City of Tracy supports more direct local funding grant opportunities.

Request to expand cybersecurity to recycled water/wastewater utilities, electrical utilities, stormwater systems, and solid waste utilities.

Over the past years, the Department of Homeland Security through Cybersecurity and Infrastructure Security Agency (CISA) and the City of Tracy have worked very closely to achieve the goal of fostering a mutually beneficial Cybersecurity partnership by participating in Multi-State Information Sharing and Analysis Center (MS-ISAC). The City of Tracy supports continued investment in MS-ISAC and its affiliate Center for Internet Security (CIS).

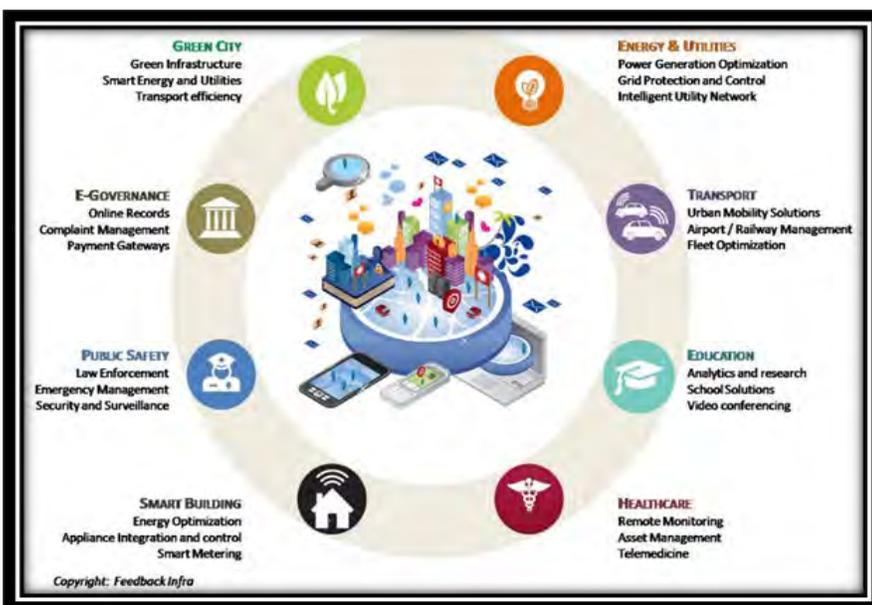
BUILDING TECHNOLOGY INNOVATION AND RESILIENT COMMUNITY PLATFORMS

- ✓ Strengthen Cybersecurity Needs
 - Increase our Cyber resilience through close partnerships with Federal, State and local partners.
 - Utilizing tools, Cyber Intelligence Sharing and Security Operations Center competencies from Federal and State.
 - Continue support of existing technologies and equipment.
 - Provide desktop support for approximately 600 computers and 125 tablets.
 - Provided phone support for approximately 450 desk phones and 100 cell phones.
- ✓ Expand Broadband
 - Digital Equity initiatives
 - Small business incentives
 - Preparing for technology industries
- ✓ Develop a Smart City Initiative
 - A Smart City is defined as, “a technologically modern urban area that uses different types of electronic methods and sensors to collect specific data.”
- ✓ Green Energy Future
 - A future where the city has access to abundant access to green energy that is reliable and affordable and supports economic development and mobility.
 - Fleet electrification and EV infrastructure

DEPARTMENT OF COMMERCE

- Support for **DIRECT** Local Funding
 - ✓ Broadband
 - ✓ Smart Cities Programs
 - ✓ Cybersecurity Programs
 - ✓ Strategic Planning Tools
 - ✓ Electrify (Solar, Storage, EV)

- ✓ Complete Strategic Planning report for department with emphasis on enhancing citywide innovation and technology services.
 - Evaluate current and desired organization structure and professional development opportunities.
 - Evaluate current and desired support of Geographical Information System (GIS) mapping.
 - Identify and provide recommendations for the remediation of cyber risks that would impede the City's ability to meet its mission and uphold the core values of the city.
 - Develop an Applications Division; responsible for supporting enterprise applications like Enterprise Resource Planning (ERP), Land Management System, Recreation System, Granicus, Webex, Laserfiche, and many e-services custom applications like bid management, permit, digital/paperless transactions, as well as, the City's mobile applications.



TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

DEPARTMENT OF HOMELAND SECURITY

Thank you



The City of Tracy would like to express appreciation and gratitude to the Department of Homeland Security (DHS) for all programs and support contributing to the success of Innovation & Technology programs at the City of Tracy.

Over the past years, the Department of Homeland Security through Cybersecurity and Infrastructure Security Agency (CISA) and the City of Tracy have worked very closely to achieve the goal of fostering a mutually beneficial Cybersecurity partnership by participating in Multi-State Information Sharing and Analysis Center (MS-ISAC). The City of Tracy supports continued investment in MS-ISAC and its affiliate Center for Internet Security (CIS).

Participating in MS-ISAC has allowed the City to make significant improvements in our Cybersecurity posture. With the help of our partners in the DHS and the FBI, we have a culture heightened awareness and diligence and understand the importance of sharing Cyber Intelligence benefiting all partners and security our future.



The City of Tracy Innovation & Technology Department has received services from the Department of Homeland Security including the following:

- Cybersecurity Training and Workshops.
- Monthly Classified Briefings and Guidance and Best Practices based on observed Cyber activities.
- Active monitoring by the FBI on our external IP addresses and gateways.
- Deployed CIS, Albert Network Intrusion Detection Monitoring System.
- Utilizing the CIS End Point Detection and Response Services.
- Intelligence sharing and collaboration.

City of Tracy / San Joaquin County Background:

- The City of Tracy is located in San Joaquin County, approximately 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030.





Talking Points: Dept of Homeland Security (FEMA)



Regional Fire Training Facility

Expansion of regional training facility



Stormwater Trash Full Capture Systems

Qualifying Hazard Mitigation Project



Emergency Operations Center (EOC)

Funding for remodel and technology upgrades

 Regional Fire Training Facility:

A need for a public safety training facility was identified in the City of Tracy's 2015 Public Safety Facility Master Plan. The development and utilization of a new training facility would improve regional fire prevention and medical safety response efforts, spanning across over 120,000 residents. The Center will also be of use for a number of fire departments, educational facilities, and emergency response organizations.

Stormwater Trash Full Capture System: project eligible for Hazard Mitigation grants

The funding request is to support the installation of in-stream and on-site full-trash capture equivalent devices in order to comply with the 2015 Statewide Trash Policy.

Devices will include screens on existing storm pump stations that meet the required equivalencies and in-stream racks that remove trash from open channel ways and stormwater conveyance systems.

EOC –The Tracy Police Department's Emergency Operations Center was designed over 30 years ago and still operates under much of its original configuration. Due to this, the department has found that the center lacks technology, ergonomics, and effective place to work collaboratively during a critical incident. The department is currently seeking grants that will assist with technology and equipment upgrades to support emergency operations, real time communications, and increased efficiency when handling critical incidents.

Fire Training

SEEKING FUNDING

REQUESTED FUNDING:

- \$2,000,000

TOTAL PROJECT COST:

- \$ 6,200,000

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY (SSJCFA) REGIONAL FIRE TRAINING FACILITY

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, located 68 miles south of Sacramento and 60 miles east of San Francisco.
- The SSJCFA was established in 1999 and revised in 2018 under a Joint Powers Agreement between the City of Tracy and the Tracy Rural Fire Protection District. The Authority provides fire protection and paramedic first responder services to the City of Tracy and the Tracy Rural Fire District (TRFD) which includes the surrounding unincorporated communities of Banta, Carbona, Lammersville, New Jerusalem, and Vernalis.

HISTORY/BACKGROUND

- A need for a Regional Fire Training Facility was identified in the City of Tracy's 2015 Public Safety Facility Master Plan and the Project was divided into two phases.
- The first phase has been funded (\$4,200,000) and is scheduled to go out to bid in January 2024. The first phase included the development of two acres of a 5.13-acre site, including; grading, asphalt, site utilities, fencing, erection of a training tower received through a FEMA grant and a 40-person classroom facility.
- The second phase will include the development of two additional acres (grading and asphalt), rail car props, drafting pit, above and below ground rescue props and a large apparatus and equipment storage facility.



THE WHY

- The SSJCFA is one of the largest fire agencies in California that does not have access to a training facility within or near its jurisdictional boundaries.
- Currently, SSJCFA is required to utilize Stockton (20 miles), Modesto (25 miles) or Livermore-Pleasanton (28 miles) fire training facilities. To utilize these facilities SSJCFA must place apparatus and personnel out-of-service, which reduces coverage and increases response times within its jurisdictional boundaries.
- SSJCFA's 180 square mile jurisdiction includes several miles of state and federal highways, navigable waterways, major natural gas and petroleum pipelines, railways, schools, and fixed facilities that include significant amounts of hazardous materials.
- SSJCFA serves a population of approximately 120,000 residents.

IMPACTS

- The anticipated completion of Phase 1 will begin to address SSJCFA's training requirements. Phase 2 will be needed to expand the available hardscape and add the required training props to meet the fire agency's operational training needs.
- The training facility will improve public safety, firefighter safety and emergency outcomes.

March XX 2024

The Honorable Laphonza Butler
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Josh Harder
United States House of Representatives
209 Cannon House Office Building
Washington, DC 20515

**RE: Fiscal Year 2025 Federal Appropriations – Community Project Funding
Letter of Support for the South San Joaquin County Fire Authority’s Request**

Senator Padilla, Senator Butler, and Congressman Harder:

I write to respectfully express my support for the South San Joaquin County Fire Authority’s (SSJCFA) Request for Congressionally Directed Spending in the FY 2025 Appropriations Process.

The SSJCFA is one of the largest fire agencies in California that does not have access to a training facility within or near its jurisdictional boundaries. Currently, SSJCFA is required to utilize Stockton (20 miles), Modesto (25 miles) or Livermore-Pleasanton (28 miles) fire training facilities. To utilize these facilities, SSJCFA must place apparatus and personnel out-of-service, which reduces coverage and increases response times within its jurisdictional boundaries. SSJCFA’s 180 square mile jurisdiction includes several miles of state and federal highways, navigable waterways, major natural gas and petroleum pipelines, railways, schools and fixed facilities that include significant amounts of hazardous materials.

A need for a public safety training facility was identified in the City of Tracy’s 2015 Public Safety Facility Master Plan. The development and utilization of a new training facility would improve regional fire prevention and medical safety response efforts, spanning across over 120,000 residents. The Center will also be of use for a number of fire departments, educational facilities, and emergency response organizations.

Further, this training center is critical for the economic success of the area. The Tracy area has rapidly become one of the largest logistics centers in the country. The proximity to the Bay Area, the availability of land and easy access to major transportation routes has resulted in a large influx of warehousing and fulfillment centers. Buildout of the current entitled occupancies will exceed 50 million square feet. Many of the buildings have automated systems that include robotics and computerized movement of goods. One building exceeds 4 million square feet and will have over 6,000 robots. SSJCFA responds to emergencies in these facilities on a daily basis. A significant fire or hazardous materials emergency in one of these facilities could impact international commerce and critical international supply chains. An additional 30,000,000 sq. ft. of logistic warehousing is currently in the planning stages.

The first phase has been funded (\$4,200,000) and will go out to bid in April 2024. The first phase included the development of two acres of a 5.13-acre site, including; grading, asphalt, site utilities,

fencing, erection of a training tower received through a FEMA grant and a 40-person classroom facility.

The SSJCFA has identified a **\$2 million gap** to finish phase 2 of the project, which will include the development of two additional acres (grading and asphalt), rail car props, a drafting pit, above and below-ground rescue props, and a large apparatus and equipment storage facility.

Thank you for your consideration in championing these projects in order to help secure community project funding for the South San Joaquin County Fire Authority to provide critical safety training services to the region.

Sincerely,

SEEKING FUNDING

REQUESTED FUNDING:

- \$60,000

TOTAL PROJECT COST:

- \$60,000

TRACY POLICE DEPARTMENT

LIVE VIEW TECHNOLOGIES TRAILERS (2)

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY/BACKGROUND/JUSTIFICATION

- Live View Technologies (LVT) offers portable trailer surveillance trailers.
- Leased on a 12-month contract and company handles any damage or repairs at no additional cost.
- Used to combat Organized Retail Crime (ORC).
- Used as Physical security.
- Perimeter security.
- Force multiplier.
- Asset protection.
- Intrusion detection.
- Crime prevention.
- Evidence collection.
- Threat deterrent.
- Can be easily deployed to almost any location as they are self-contained solar powered.
- Used for community events (parades, special events, illegal dumping).
- Cloud based Video Management System.
- Can feed into Real Time Information Center.

This Supports the Tracy City Council's Public Safety Strategic Priority

"Strengthen community safety through crime prevention, intervention, and enforcement activities."



TRACY POLICE DEPARTMENT MOBILE COMMAND POST VEHICLE REPLACEMENT

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY/BACKGROUND/JUSTIFICATION

- A Mobile Command Center Vehicle (MCCV) is a key component to major crime scene management.
- It is cotemporary tool used in Incident Command System (ICS) and National Incident Management System (NIMS).
- Tracy PD's current Mobile Command Center Vehicle is approximately 18 years old. It needs major technology upgrades and in frequent state of repair.
- It has limited space and the design does not allow for expansion or slide-out options.
- MCCV provides a remote centralized location for law enforcement officials to coordinate and execute operations.
- Available for regional and state mutual aid response for both major incidents and natural disasters.

SEEKING FUNDING

REQUESTED FUNDING:

- \$1,200,000

TOTAL PROJECT COST:

- \$1,200,000

This Supports the Tracy City Council's Public Safety Strategic Priority:

"Support emergency operations preparedness, response, and recovery."



**TRACY POLICE DEPARTMENT
REAL TIME INFORMATION CENTER
PEREGRINE SOFTWARE**

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is a City in San Joaquin County with a population of 98,331 residents. Located in the “Triangle”, the city is a hub for retail and cargo with Interstate 205 to the North, Interstate 5 to the East, and Interstate 580 to the Southwest. This large amount of ingoing and outgoing merchandise, higher likelihood for opportunistic theft, accessibility to exit strategies and stolen vehicle markets along the interstate(s), and large warehousing facilities has resulted in an exceedingly high rate of retail and vehicle theft. This indicates a need for additional sensitivity and care in law enforcement and public safety efforts throughout the community as we develop our strategies for theft prevention, both retail and vehicle.

PEREGRINE SUPPORT FOR REAL TIME INFORMATION CENTER

- The City of Tracy has seen an increase in property crimes over the past two years.
- The City of Tracy is home to a many retailers that face challenges regarding organized retail theft. Additionally, the City is home to an Amazon fulfillment warehouse of over 3.1 million square Feet.
- Tracy’s retail entities include: West Valley Mall, Retail Centers and Plazas, Big-Box Retailers (Walmart, Target, etc.), Home Improvement Stores, Grocery Stores and Restaurants and Specialty Stores and Local Businesses.
- The Tracy Police Department receives a high volume of calls regarding organized retail theft and motor vehicle theft. Over the last 24 months, these statistics include:
 - Retail Theft Cases: 243

SEEKING FUNDING

REQUESTED FUNDING:

- \$110,000.00

TOTAL PROJECT COST:

- \$110,000.00



- Retail Dollar Loss: \$432,569.12
- Number of Retailers Victimized: 56
- Automobile Theft: 491
- Automobile Parts/Catalytic Converter Theft: 310 Catalytic Converters
- A RTIC would allow Tracy PD staff to respond to these crimes in “real-time”. The mission of a RTIC is to provide a law enforcement agency with the ability to capitalize on a wide and expanding range of technologies for efficient and effective policing. Such efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies available allow law enforcement agencies and officers to respond to crime events more efficiently, more deliberately, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

THIS SUPPORTS THE TRACY CITY COUNCIL'S PUBLIC SAFETY PRIORITY:

“Strengthen community Police Department safety through crime prevention, intervention, and enforcement activities. Stand up a Real Time Information Center (RTIC) to reduce crime and provide timely services to better manage resources and response.”

In order to accomplish the goal of reducing property crime, Tracy PD needs a Real Time Information Center that is supported by Peregrine. Peregrine will integrate the data sources used by Tracy PD into the RTIC. The databases are as follows: Mark 43 RMS, Mark 43 CAD, Evidence.com, Laserfiche historical records, Flock ALPR, Axon Fleet 3 LPR, video streams via the Amazon VMS and DroneSense.

The current “real time” technology that Tracy PD utilizes in the Flock Safety Automated License Plate Readers (ALPR). Since November 1, 2022, The Tracy Police Department implemented 46 Flock Safety ALPRs throughout the city. Since the inception, the police department has recovered no less than 40 stolen vehicles and arrested 41 individuals as a result of the Flock ALPR alerts. These Flock ALPRs will be incorporated into the future RTIC along with other technology.



TRACY POLICE DEPARTMENT CRISIS NEGOTIATION VEHICLE

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY/BACKGROUND/JUSTIFICATION

- Tracy PD Currently has a 10 person Crisis Negotiation Team (CNT).
- CNT is a component of the Crisis Response Unit (CRU).
- CNT regularly responds to both crisis unplanned calls for service and are an important part of de-escalation.
- CNT regularly resolves operations with minimal or no force used.
- They respond to planned events as a component of the Crisis Response Unit.
- A CNT specialized vehicle would allow for adequate space and proper technology equipment to conduct negotiations and interviews or debriefs of victims and/or witnesses during operations.
- This specialized vehicle can be used independently from or in conjunction with a Mobile Command Center Vehicle.
- The specialized vehicle comes equipped with a lavatory and self-sustained power for prolonged operations.

SEEKING FUNDING

REQUESTED FUNDING:

- \$350,000

TOTAL PROJECT COST:

- \$350,000

- Current CNT workspace is shared in Mobile Command Center and lacks adequate workspace and privacy to conduct both negotiations and interviews.
- This Supports the Tracy City Council's Public Safety Strategic Priority: "Support emergency operations preparedness, response, and recovery."



PUBLIC SAFETY: Police
Dept of Justice and Homeland Security Talking Points

Police Officer – FY 24/25 – SRO Jefferson High School

Justification: The Tracy Police Department requested the additional police officer to be assigned as a School Resource Officer for Jefferson High School. The additional officer request supports Council Strategic Priority for Public Safety and strengthening community safety through crime prevention, intervention, and enforcement activities. The Jefferson School District has requested to partner with the Tracy Police Department to fund 1 School Resource Officer position. Most of the Jefferson School District Schools are located within the City of Tracy city limits and have historically been serviced by Tracy PD. Per MOU, Jefferson School District will reimburse the City for 50% cost of the position.

3 Police Officers – FY 22 – Supported by the COPS Hiring Grant received in 2020 (expires Dec. 2024)

Justification: The Tracy Police Department requested 3 officer positions to support City Council's strategic priority for Public Safety and promoting a responsive public safety system. The hiring of 3 officers supports an increased number of officers assigned to beats and available for calls for service, increased civic engagement, partnerships, and community involvement, education, prevention, intervention, and increased visibility in the community, reduced crime rates, increased proactivity.

Accomplished: These 3 positions were partially funded for 36 months through the US Department of Justice COPS Hiring Grant. Through this grant, specific performance objectives were implemented to include providing a reliable police presence to deter violent crimes and homicide, restructuring beat alignments, and providing police presence and expanded police services in the neighborhoods where the city has experienced growth in residential and business development. These goals have been accomplished.

Familiar Faces Planned Expansion and Current Accomplishments:

Original Request and ask for 2 Homeless Outreach Coordinators FY 23

Justification: The Tracy Police Department requested these 2 positions to support the City Council's strategic priority for Public Safety and Quality of Life and launch the department's new Familiar Faces program. The Familiar Faces Program provides cost effective alternatives to police response and expand the city's reach and sustainability related to vulnerable people of our community.

The program promotes a responsive public safety system and increasing civic engagement, partnerships, community involvement, education, prevention, intervention, and suppression. It promotes positive change and progress within the community, and it coordinates with the homeless strategic plan.

The goal of the program is to utilize community, county, and state resources to divert unsheltered individuals off the street by offering transportation resources and housing options.

These two positions would respond to individuals in need, transport individuals to services and shelters, supplement police response for people with frequent police contact, manage caseloads and follow up with individuals in need of service, and provide stronger coordination and collaboration of resources and services.

Accomplished: These 2 positions have been filled and are being utilized as expected. The department has seen many successes with its Familiar Faces Program. In a one-year period the two existing case managers engaged over 175 individuals. An estimated 100+ homeless people currently live in the City of Tracy, a drop of nearly 50% over the past two years - primarily due to better connections and engagements to services. During October there were 134 law enforcement related calls involving the target population. 81% of incidents were resolved without an arrest or citation.

Expansion of 2 positions partially funded through a sub-awardee grant through San Joaquin County Behavioral Health *The current grant award supports these positions for 1 year. After first year, department will have to absorb the cost or receive new funding.**

Police Homeless Outreach Coordinator – FY 24/25

Justification: Currently, each case manager holds a caseload of about 50-60 people, about twice the number recommended according to best practices. Between 50-60 new clients are identified each quarter due to the transient nature of the population.

The more recently formed MET team is also growing its caseload. In October the team worked intensively with nine clients, including four new referrals. Five of the nine required transport and coordination with crisis services during the month, the remaining four were kept stabilized in the community through regular wellness checks. Already the team is seeing increases in the month of November and anticipates a growth in services as word is spreading among officers and partner programs on the work of the team.

Familiar Faces case managers are City of Tracy employees and are required to wear standard attire (khaki pants and t-shirts), identification, and are responsible for developing a client case plan, assisting clients in meeting goals, recording service and case management activities, and conducting coordinated activities with service partners and health professionals to meet client needs. These duties may also involve transporting clients to behavioral health care appointments or other meetings necessary to obtain identification, public benefits, or procure shelter or housing.

EOC Expansion

The department has received a small award from 2023 the Edward Byrne Justice Memorial Assistance Grant in the amount of \$14,839 to fund 1 piece of equipment/technology for the EOC. This award will assist with our purchase of a Surface Hub 3. It will allow for collaboration between staff working in the Real Time Information Center, Incident Command staff, and others who work remotely to efficiently work an incident together.

The Tracy Police Department's Emergency Operations Center was designed over 30 years ago and still operates under much of its original configuration. Due to this, the department has found that the center lacks technology, ergonomics, and effective place to work collaboratively during a critical incident. The department is currently seeking grants that will assist with technology and equipment upgrades to support emergency operations, real time communications, and increased efficiency when handling critical incidents.

Radio Interoperability:

The Tracy Police Department is also seeking grant funding to support upgrades to the Tracy Police Department and County Wide Radio Communications. Funding would support enhanced capacity and

efficiency, improved interoperability amongst law enforcement agencies, advanced features for operational flexibility, enhanced security and privacy, cost effectiveness and scalability, and extended coverage and reliability.

Effective communication lies at the heart of law enforcement operations, facilitating coordination, response, and ultimately, public safety. Trunked radio systems have emerged as indispensable tools for police departments, offering a range of benefits that enhance operational efficiency and effectiveness.

DEPARTMENT OF
INTERIOR (DOI)

Dept of Interior

- **DOI Purpose:** protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities.

Bureau of Reclamation: to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.



Talking Points: DOI



Identify properties for Historic Registry

Grand Theatre: Old Jail rehabilitation project

Partner with Economic Development to Public Private Partnerships in the Downtown



Develop City Open Space

Aquatic Center

Nature Park

Legacy Fields





Grand tear sheet: Old Jail rehabilitation project (tear sheet)

This project will fully preserve, restore, and implement notable safety and structural integrity improvements to Tracy's Old Town Hall and Jail, built in 1899 and listed on the National Register of Historic Places. This project will mitigate the structural risk of total collapse, particularly in the case of an earthquake, given ongoing structural degradation.

During prior visit: DOI and City discussed benefits of private property owners to seek Historical Registry. The City desires to partner with DOI and downtown businesses to discuss these benefits and grant opportunities that arise from the status. DOI and City discussed revitalization of historic façade preservation. City desires to discuss these opportunities with DOI and businesses.

Questions from property owner:

A. What is the NEPA process on Historic registry and grants?

Are there tax incentives for historic properties?

Are there any grants for affordable housing in historic properties?

Sport Tourism talking Points: Swim Tournaments and tourism at Aquatic Center; Regional Basketball, Volleyball, and other indoor sports at Multi-gen Center; Legacy Fields (9 soccer fields and 12 ball diamonds). City has 200 acres of open space in the flood plane restricted to recreation use. Seeking grant opportunities to support parks planning in the City.

With a population over 98,000, the City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

Grand Theater: Tracy offers the community and visitors a robust arts program at the Grand Theatre Center for the Arts, located in the heart of the City of Tracy's downtown district. This municipal interdisciplinary arts center is unique to the State of California in offering professional and community-based fine arts programming through arts education, exhibitions, performances, and rentals. The Grand Theater is a staple within the city, drawing thousands of local residents and visitors to the extensive schedule of events and program offerings, encouraging community engagement and improving quality of life.

One of the four key strategies to enhance economic development and community resiliency in this plan, is encouraging quality of life and public improvements through placemaking enhancements and

Sports tourism is a massive industry, and one of the fastest growing sectors in tourism according to the United World Tourism Agency. According to the Sports Events and Tourism Association (SETA), sports tourism generated over \$90 billion dollars in economic impact across the U.S. in 2021.

The youth sports tourism market is driven by travel teams, showcase events, and local use when not hosting tournaments. When properly planned, sports tourism facilities can improve local sports participation while producing millions of dollars in tourism spend.

Communities joining the youth and amateur sports tourism fray need methodical research, planning and design to build facilities that will attract athletes on a national scale to their local athletic facility

Aquatic Center:

The City of Tracy is embarking on developing the City's first ever aquatic center on approximately 14-acres of undeveloped land in the Ellis Development in South Tracy. The City Council's vision for the Aquatic Center is to include a 50-meter long course competitive pool, recreation/warm-up pool, lazy river, water slides and a toddler area. The Aquatic Center will not only be a vital asset to the community, but also be developed to host large scale competitive swim meets.

Legacy Fields Sports Complex:

Legacy Fields is located in North Tracy on 300+ acres that was part of a land exchange with the U.S. General Services Administration. The land use is exclusively for park and recreational purposes with 72 acres currently functioning as active recreation while the remaining 200+ acres are undeveloped. At 72 acres of active recreation area, the sports

complex supports the local community and extended region by providing 10 lighted softball/baseball fields, 8 lighted soccer/multi-use fields, and restroom and concession facilities. Participation trends show that bat/ball sports and soccer are expected to experience an increase in the coming years, making Legacy Fields a desired facility to host large scale athletic tournaments. With 350,000 visitors anticipated annually, the facility should also provide a significant positive impact to the local economy.

Nature Park:

The Nature Park is located in North Tracy on 300+ acres that was part of a land exchange with the U.S. General Services Administration and is intended to serve as a passive open space buffer between the Larch Clover community and the active recreational facility to the north known as Legacy Fields Sports Complex. The City Council's vision for the Nature Park includes the rewilding of this property by creating four ecosystems with hiking paths, a walking loop, ADA trails, seating and overlook areas, interpretive signage, an elevated viewing platform, and restrooms. The Nature Park is a desired amenity that will not only benefit the Tracy community, but also be a destination open space facility for the region. The project will serve as a catalyst project, meeting the obligation in developing the land for public park and recreation use.

Multi-Generational Recreation Center/El Pescadero Park Renovation:

This project includes the complete renovation of El Pescadero Park, including the new 2-story 61,000+ square foot recreation center, that will breathe new life into the neighborhood and community at large offering amenities for users across all generations.

Inside the Rec Center the first floor will include a three-court gymnasium, teen/technology area, makers space, micro-library, a Police office, reception area and multi-purpose rooms all branching from a central courtyard and lobby space with a sculptural climbing/bouldering wall. On the second floor, an elevated running/walking track winds its way through the building's main spaces, creating a visually engaging and climate-controlled environment. Functional fitness areas flank the track in multiple locations. The Parks, Recreation and Community Services Department headquarters will also be located on the second floor.

The renovation of El Pescadero Park will diversify its ecology with drought-tolerant plantings and adds a host of new amenities to foster a sense of community and encouraging inter-generational interaction. New amenities include a skate park, dog park for large and small dogs, full-size basketball court, pavilion, large flexible lawn space, walking trails with fitness stations and bike connectivity.

With a 3-court gymnasium and an outdoor basketball court, this facility is expected to support local basketball and volleyball tournaments, both of which are experiencing heightened participation.

**NATIONAL PARK SERVICE
SAVE AMERICA'S TREASURES**

Preservation of City of Tracy's Old Town Hall and Jail

REQUESTED FUNDING:

- \$592,084

TOTAL PROJECT COST:

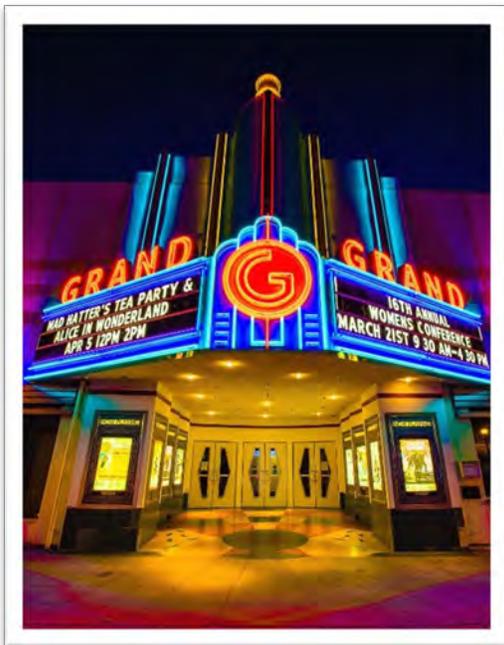
- \$1,184,168

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- The City of Tracy offers the community and visitors a robust arts program at the Grand Theatre Center for the Arts, located in the heart of the City of Tracy's downtown district. Tracy's Old Town Hall and Jail is part of this municipal interdisciplinary arts center which is unique to the State of California in offering professional and community-based fine arts programming through arts education, exhibitions, performances, and rentals.

HISTORY/BACKGROUND

- In September 2007 the City of Tracy opened the Grand Theatre Center for the Arts, a 37,000+ square foot complex, which hosts over 50,000 patrons a year at theatre performances, arts education classes, and in the visual art galleries. 2023-24 marks the 17th Presenting Season and celebrates the Centennial of our Historic Grand Theatre.



- Tracy's Old Town Hall and Jail has significant cultural and civic value to residents. The building has been occupied by the Grand Foundation, a local community-based nonprofit who provides access to arts programming and education.
- One of the City's key strategies to enhance community engagement, economic development, and community resilience is by encouraging quality of life and public improvements through placemaking enhancements and cultural amenities.
- The City is committed to

ensuring the restoration of Tracy's Old Town Hall and Jail to ensure that the structure continues to be an integral part of the Tracy community.



JUSTIFICATION

This project will fully preserve, restore, and implement notable safety and structural integrity improvements to Tracy's Old Town Hall and Jail, built in 1899 and listed on the National Register of Historic Places. This project will mitigate the structural risk of total collapse, particularly in the case of an earthquake, given ongoing structural degradation.

PROJECT DESCRIPTION

- Repair and strengthen Tracy's Old Town Hall and Jail to ensure safety and preserve historic integrity.
- Project to include restoration of roof, windows, walls, and masonry, as well as repointing of North Wall.

IMPACT

This project supports Tracy City Council Strategic Priority "Quality of Life." "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.



Talking Points: BOR



Recycled Water
Water Reservoirs

Construction of storage for recycled water and potable water



Water Exchange program

Discharging recycled water into Delta Mendota for potable use downstream



Automatize Meter Reader and Infrastructure (AMR/AMI)

Encourages water conservation and reduction of water loss efforts



Central Valley Gateway
Corral Hollow Widening

Widening of International Parkway over State and Federal Canals

BOR focus on water supply and storage. Manages the Delta Mendota canal.

City awarded \$16 million for recycled water storage in Tracy. (tear sheet)

Water Exchange program: Discharging recycled water into Delta Mendota for potable use downstream (tear sheet)

City applied for AMR/AMI grant: Encourages water conservation and reduction of water loss efforts (tear sheet)

City will need to cross over State and Federal canals to expand Lammers, IPC, and Corral Hollow. This will take authorization from BOR. (tear sheets)

WATER STORAGE RESERVOIR

TRACY / SAN JOAQUIN COUNTY LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205, and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION OF REQUEST

- The City's Final Draft 2022 Water System Master Plan identifies the need for new infrastructure and recommends a new water storage reservoir and pump station at the city-owned John Jones Water Treatment Plant. This project would add additional water storage and reliability.
- The City endeavors to provide a reliable water supply and improve water service pressures throughout the City's potable water system to serve its water customers.

SEEKING FUNDING

REQUESTED FUNDING:

\$6,000,000

TOTAL PROJECT COST:

\$6,000,000

PROJECT DESCRIPTION

- The project will provide additional storage and improve pumping capacity for operational, fire flow, and emergency needs. This project will provide the City's water customers with increased water system pressures and improve water supply reliability.
- Components of the Project for which funding will be sought will include design and construction of a minimum 1.0 million-gallon (MG) tank at Tracy's John Jones Water Treatment Plant and a minimum 1,500 gallons per minute pump station.

*THIS SUPPORTS TRACY CITY
COUNCIL STRATEGIC PRIORITY for
"QUALITY OF LIFE"*

*"To provide an outstanding quality of life
by enhancing the City's amenities and
services... to promote positive change and
progress in our community."*



EXCHANGE WATER INFRASTRUCTURE

TRACY / SAN JOAQUIN COUNTY LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205, and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION OF REQUEST

- The City's Final Draft 2022 Water System Master Plan identifies the need for new infrastructure and recommends expansion of the Recycled Water System. This expansion would include the ability to discharge recycled water into the Delta Mendota Canal to be exchanged at the John Jones Water Treatment Plant.
- The City endeavors to provide a reliable water supply and further supplement its annual supply of the Central Valley Project.



**THIS SUPPORTS TRACY CITY COUNCIL STRATEGIC
PRIORITY for "QUALITY OF LIFE"**

"To provide an outstanding quality of life by enhancing the City's amenities and services... to promote positive change and progress in our community."

SEEKING FUNDING

REQUESTED FUNDING:

\$10,000,000

SECURED FUNDING:

\$20,000,000

TOTAL PROJECT COST:

\$30,000,000

PROJECT DESCRIPTION

- The project will provide up to an additional 7,500 Acre Feet of water to be discharged/ exchanged into the Central Valley Project and drawn out at the John Jones Water Treatment Plant. This project will create a supplement to the City's raw water supplies and bring added reliability in severe drought years.
- Components of the Project for which funding will be sought include the design and construction of an exchange water discharge structure on the Delta Mendota Canal, conveyance pipeline, preparation, and submittal of required permitting for the State Water Resource Control Board, and preparation of contracts with the USBR.

WaterSMART: Water and Energy Efficiency Grant

REQUESTED FUNDING:

\$5,000,000

TOTAL PROJECT COST:

\$9,800,000

COST SHARE:

\$4,800,000

ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION AND CONVERSION

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

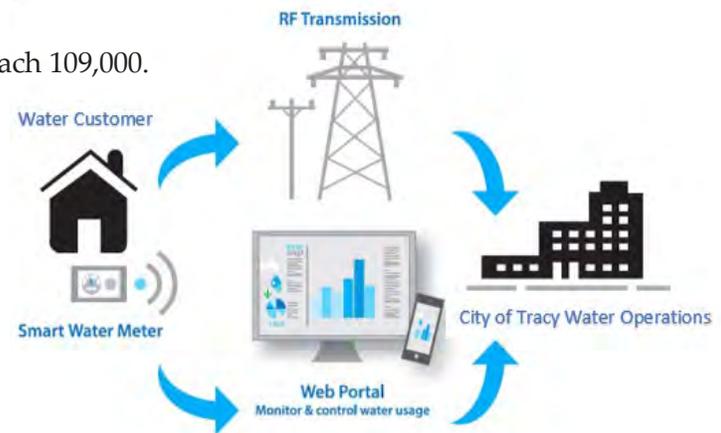
- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60, miles east of San Francisco.
- By 2030, Tracy’s current population of 98,601 is expected to reach 109,000.

PROJECT JUSTIFICATION

- The City of Tracy is the 2nd most populous city in San Joaquin County with a population of 98,601 and provides drinking water to more than 27,000 metered connections.
- The City has a diverse water portfolio of both surface water and groundwater sources for its ample water supplies. In 2022, the City provided its customers with 18,886-acre feet of potable water.
- The City experienced non-revenue water of nearly \$1.8 million in 2022 due to water loss. Some of this loss is attributed to old meters that are not able to read low water use and therefore report zero use.
- The City currently has 8,425 metered locations that are not AMI. By upgrading these meters, it is believed that the City will significantly improve its water management, conservation, and water supply reliability efforts.

THIS SUPPORTS TRACY CITY COUNCIL STRATEGIC PRIORITY FOR “QUALITY OF LIFE”

‘To provide an outstanding quality of life by enhancing the City’s amenities and services...to promote positive change and progress in our community.’



PROJECT DESCRIPTION

- The funding request is to support the replacement and upgrade of the remaining 9,285 low-resolution meters with AMI technologies and installation of the necessary component parts, including material and equipment, Meter Data Management Systems, leak detection systems, web portal, and pressure-monitoring capabilities.
- Implementation of this project will result in quantifiable water and energy savings of:
 - 1,168 acre-feet per year of water
 - 638,463 kilowatt-hours (kWh) per year

CORRAL HOLLOW ROAD CORRIDOR PROJECT

REQUESTED FUNDING:

- \$ 40,000,000

TOTAL PROJECT COST:

- \$91,896,000
- **Local Funds: \$50,902,000**

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205, and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

CORRAL HOLLOW ROAD CORRIDOR PROJECT

The Corral Hollow Road Corridor Project (Project) introduces three components to comprehensively facilitate improvements in the regionally significant corridor. The project includes: 1) improvements to the Corral Hollow Road/Linne Road intersection, incorporating a new traffic signal, turn lanes, and enhancements to the existing at-grade crossing with the Union Pacific Railroad (UPRR) Oakland Subdivision; 2) widening Corral Hollow Road from a narrow two-lane to a divided four-lane roadway; and 3) I-580/Corral Hollow Road Interchange improvements. This Project:

- Improves regional economy by creating more than 1,200 jobs and increasing regional competitiveness.
- Improves good movement within the Megaregion to/from the Port of Oakland.
- Improve mobility and quality of life in the region by decreasing vehicle hours traveled by 1%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduction in GHG emissions including CO₂ by 104 tons.

MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.

An average of 40,000 trucks per day travel on Interstate 5 between Tracy to Lathrop.

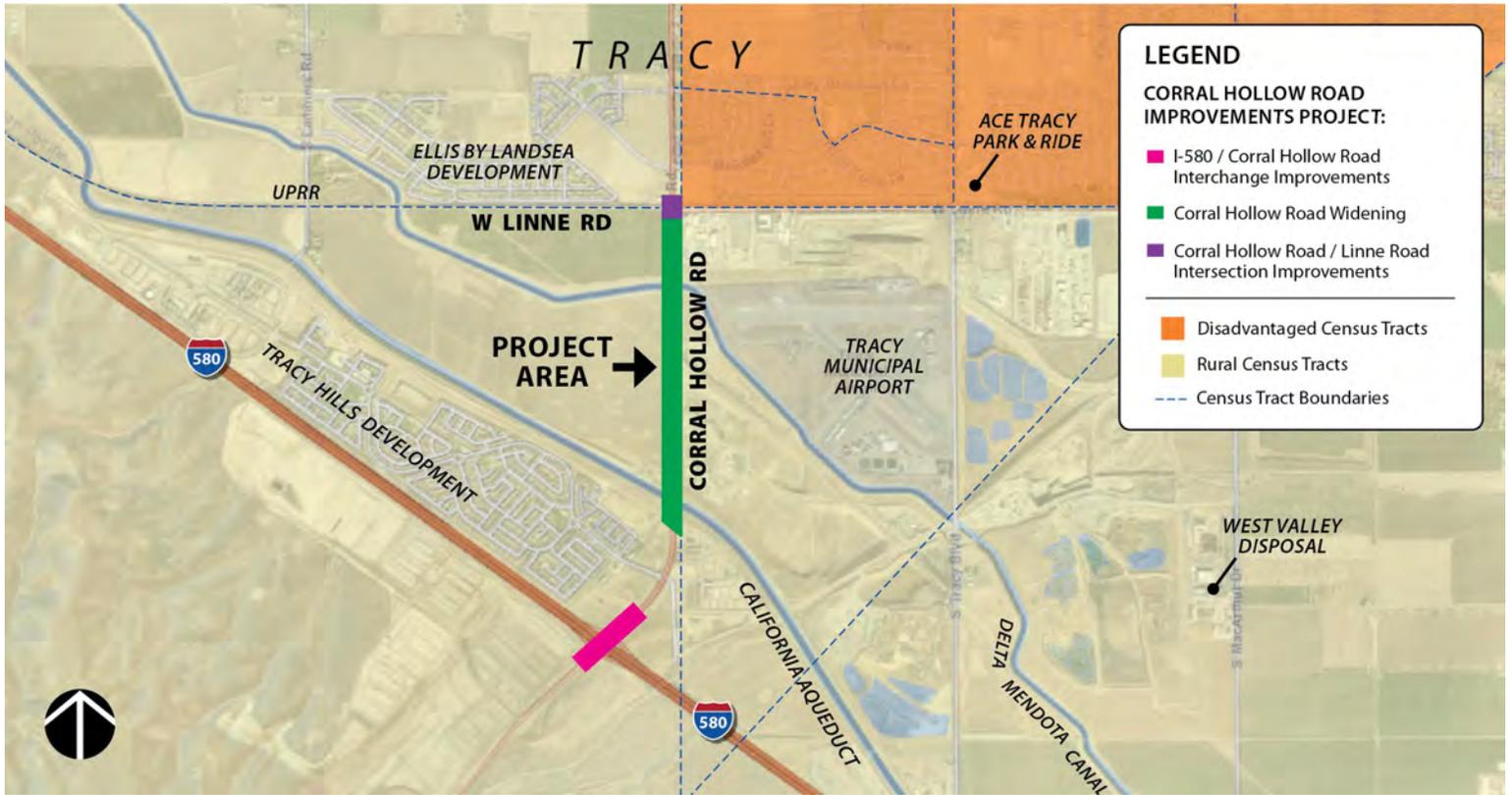


2013 Region Commuter Volumes

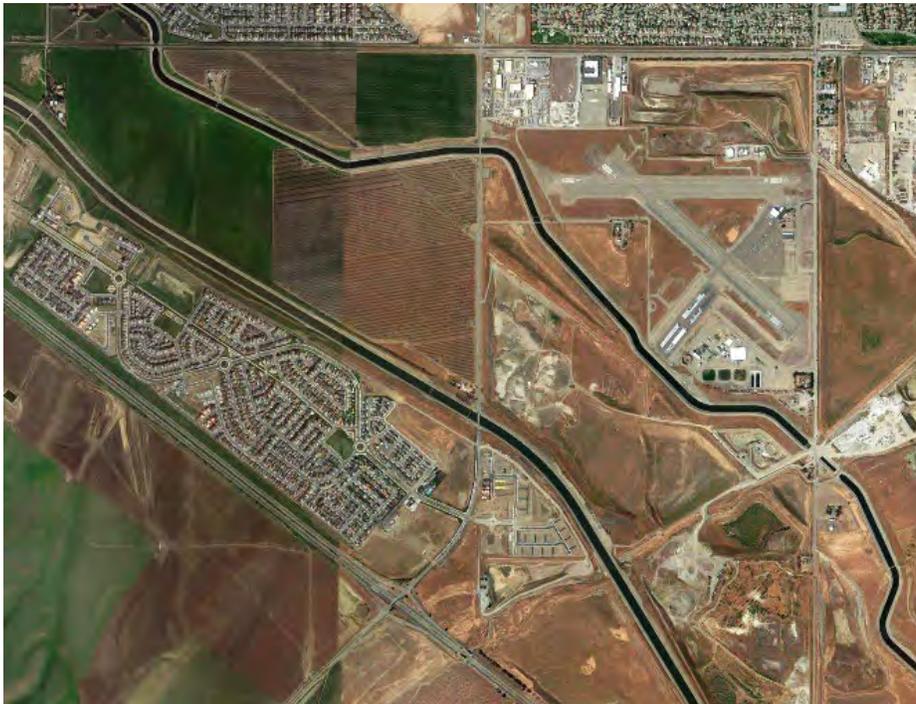
This supports Tracy City Council Strategic Priority “Quality of Life”

“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.”

Project Location



Project Location Aerial



SEEKING FUNDING

CENTRAL VALLEY GATEWAY PROJECT

TRACY / SAN JOAQUIN COUNTY LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

REQUESTED FUNDING:

- \$56 Million (for Interchanges)

TOTAL PROJECT COST:

- \$128 Million

OTHER FUNDING SOURCES:

- FNHFP Grant - \$24.884M
- EDA Grant - \$8.35M (For Bridge Only)
- Measure K - \$2.541M
- RTIF \$1.4184
- Tracy Impact Fees \$34.8

CENTRAL VALLEY GATEWAY PROJECT

- The Central Valley Gateway Project (CVGP) is a critical logistical component for global goods movement through the Port of Oakland.
- The project's improvements will enable:
 - Efficient freight movements and mitigation congestion along this area's portion of the National Freight Network and lead to a safer regional transportation network.
 - Increased essential access to Prologis International Park of Commerce (IPC)
- It's importance to the region has garnered a Public-Private Partnership between:
 - The City of Tracy
 - San Joaquin Council of Governments (MPO)
 - Federal Highway Administration
 - California Department of Transportation
 - Prologis, Owner/Investor

PROJECT DESCRIPTION

- The Central Valley Gateway Project (CVGP), consists of improvements to interchanges on Interstate Highways 205 (I-205) and 580 (I-580) and the connecting arterial (International Parkway), including bridge replacement on two canal crossings.

ABOUT THE INTERNATIONAL PARK OF COMMERCE (IPC) AND WHY IT IS AN IMPORTANT PARTNER

IPC is a 1,780-acre office, retail, and industrial park located on the west side of Tracy. The project is expected to create more than 30,000 jobs at build-out and will include over 28 million square feet of development.

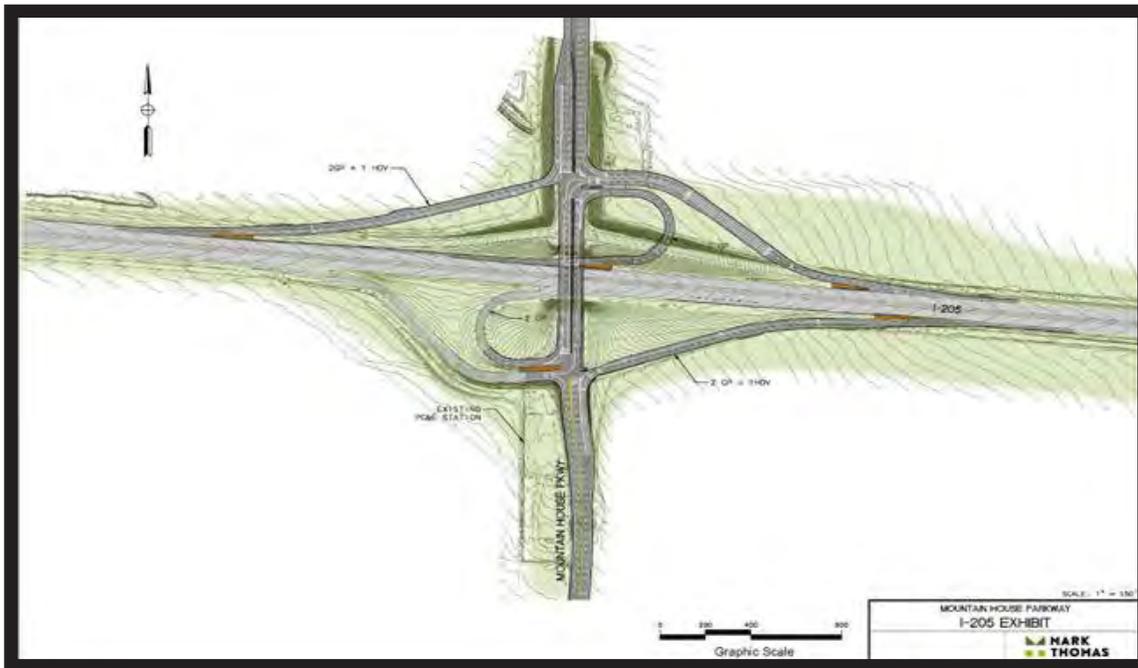
The IPC project is of national significance as it directly accesses 2 routes on the National Freight Network. It is also within 50 miles of the Port of Oakland, the 3rd largest port in California, and a Port with known rail congestion issues, making truck transport a more viable option for national goods movement. It's partnership means a healthier economy regionally and locally.



This supports Tracy City Council Strategic Priority "Quality of Life"

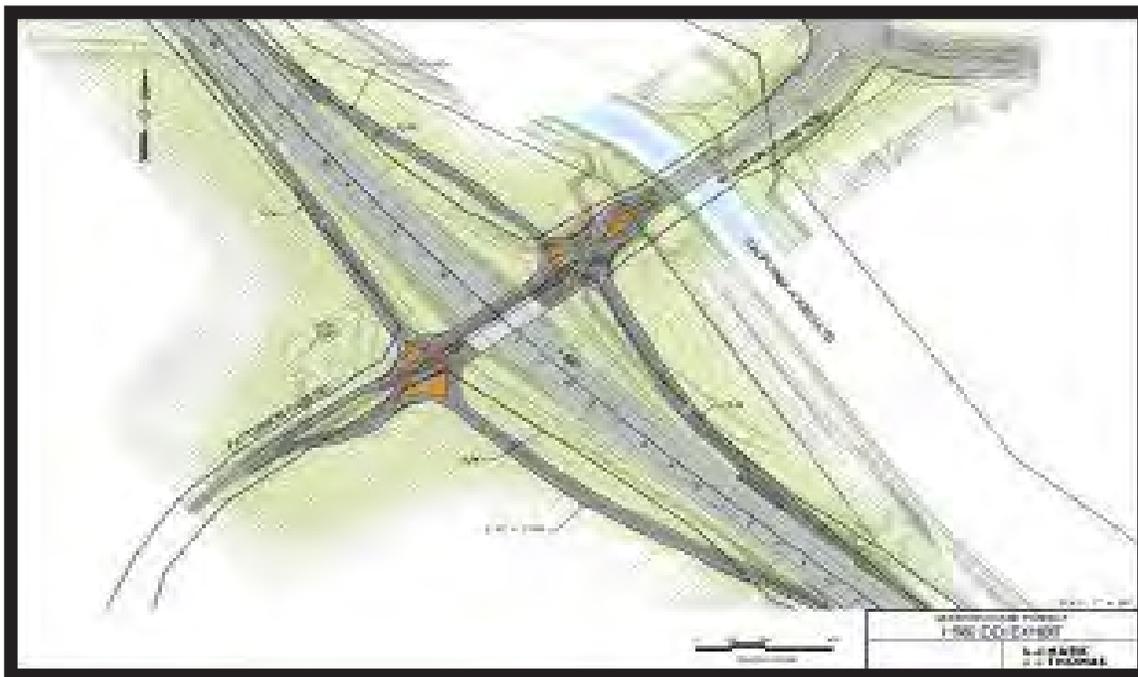
"To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community"

I-205 / International Parkway Interchange



For optimal commercial traffic flow, widening International Parkway to a four-lane arterial that connects the I-205 and I-580 interchanges is crucial.

I-580 / International Parkway Interchange



Achieving the connection between the two interstates requires the replacement and widening of two aqueduct crossings:

- The California Aqueduct
- The Delta-Mendota Canal

DEPARTMENT OF
JUSTICE (DOJ)

Dept of Justice (COPs)

- **Purpose:** to uphold the rule of law, to keep our country safe, and to protect civil rights.

Community Oriented Policing (COPs):
advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources.



Talking Points: Dept of Justice (COPs)

Familiar Faces

- Funding outreach services to unsheltered

Emergency Operations Center (EOC)

- Funding for remodel and technology upgrades

Community Policing and School Resource Officers

- Extending Program into new school district

Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:09 PM

Familiar Faces – Expansion of program to include two new positions to assist growing needs of the unsheltered. “Dave’s Success Story” (tear sheet)
The Familiar Faces Team, consisting of a specially trained Homeless Outreach Coordinators and a sworn Neighborhood Resource Officer (NRO). Tracy PD seeking funding to create a second team by adding two additional Homeless Outreach Coordinators to the Familiar Faces Program.

EOC – TPD received an award from 2023 the Edward Byrne Justice Memorial Assistance Grant, this award will assist with our purchase of a Surface Hub 3. TPD’s EOC hasn’t been updated since its initial design over 30 years ago, it is crucial that it is updated. (tear sheet and Thank you)

SRO – Expansion of School Resource Officers to Jefferson Unified School District emulating success from Tracy Unified School District (talking points)

Various equipment and software asks that PD has submitted for grants.

PUBLIC SAFETY: Police
Dept of Justice and Homeland Security Talking Points

Police Officer – FY 24/25 – SRO Jefferson High School

Justification: The Tracy Police Department requested the additional police officer to be assigned as a School Resource Officer for Jefferson High School. The additional officer request supports Council Strategic Priority for Public Safety and strengthening community safety through crime prevention, intervention, and enforcement activities. The Jefferson School District has requested to partner with the Tracy Police Department to fund 1 School Resource Officer position. Most of the Jefferson School District Schools are located within the City of Tracy city limits and have historically been serviced by Tracy PD. Per MOU, Jefferson School District will reimburse the City for 50% cost of the position.

3 Police Officers – FY 22 – Supported by the COPS Hiring Grant received in 2020 (expires Dec. 2024)

Justification: The Tracy Police Department requested 3 officer positions to support City Council's strategic priority for Public Safety and promoting a responsive public safety system. The hiring of 3 officers supports an increased number of officers assigned to beats and available for calls for service, increased civic engagement, partnerships, and community involvement, education, prevention, intervention, and increased visibility in the community, reduced crime rates, increased proactivity.

Accomplished: These 3 positions were partially funded for 36 months through the US Department of Justice COPS Hiring Grant. Through this grant, specific performance objectives were implemented to include providing a reliable police presence to deter violent crimes and homicide, restructuring beat alignments, and providing police presence and expanded police services in the neighborhoods where the city has experienced growth in residential and business development. These goals have been accomplished.

Familiar Faces Planned Expansion and Current Accomplishments:

Original Request and ask for 2 Homeless Outreach Coordinators FY 23

Justification: The Tracy Police Department requested these 2 positions to support the City Council's strategic priority for Public Safety and Quality of Life and launch the department's new Familiar Faces program. The Familiar Faces Program provides cost effective alternatives to police response and expand the city's reach and sustainability related to vulnerable people of our community.

The program promotes a responsive public safety system and increasing civic engagement, partnerships, community involvement, education, prevention, intervention, and suppression. It promotes positive change and progress within the community, and it coordinates with the homeless strategic plan.

The goal of the program is to utilize community, county, and state resources to divert unsheltered individuals off the street by offering transportation resources and housing options.

These two positions would respond to individuals in need, transport individuals to services and shelters, supplement police response for people with frequent police contact, manage caseloads and follow up with individuals in need of service, and provide stronger coordination and collaboration of resources and services.

Accomplished: These 2 positions have been filled and are being utilized as expected. The department has seen many successes with its Familiar Faces Program. In a one-year period the two existing case managers engaged over 175 individuals. An estimated 100+ homeless people currently live in the City of Tracy, a drop of nearly 50% over the past two years - primarily due to better connections and engagements to services. During October there were 134 law enforcement related calls involving the target population. 81% of incidents were resolved without an arrest or citation.

Expansion of 2 positions partially funded through a sub-awardee grant through San Joaquin County Behavioral Health *The current grant award supports these positions for 1 year. After first year, department will have to absorb the cost or receive new funding.**

Police Homeless Outreach Coordinator – FY 24/25

Justification: Currently, each case manager holds a caseload of about 50-60 people, about twice the number recommended according to best practices. Between 50-60 new clients are identified each quarter due to the transient nature of the population.

The more recently formed MET team is also growing its caseload. In October the team worked intensively with nine clients, including four new referrals. Five of the nine required transport and coordination with crisis services during the month, the remaining four were kept stabilized in the community through regular wellness checks. Already the team is seeing increases in the month of November and anticipates a growth in services as word is spreading among officers and partner programs on the work of the team.

Familiar Faces case managers are City of Tracy employees and are required to wear standard attire (khaki pants and t-shirts), identification, and are responsible for developing a client case plan, assisting clients in meeting goals, recording service and case management activities, and conducting coordinated activities with service partners and health professionals to meet client needs. These duties may also involve transporting clients to behavioral health care appointments or other meetings necessary to obtain identification, public benefits, or procure shelter or housing.

EOC Expansion

The department has received a small award from 2023 the Edward Byrne Justice Memorial Assistance Grant in the amount of \$14,839 to fund 1 piece of equipment/technology for the EOC. This award will assist with our purchase of a Surface Hub 3. It will allow for collaboration between staff working in the Real Time Information Center, Incident Command staff, and others who work remotely to efficiently work an incident together.

The Tracy Police Department's Emergency Operations Center was designed over 30 years ago and still operates under much of its original configuration. Due to this, the department has found that the center lacks technology, ergonomics, and effective place to work collaboratively during a critical incident. The department is currently seeking grants that will assist with technology and equipment upgrades to support emergency operations, real time communications, and increased efficiency when handling critical incidents.

Radio Interoperability:

The Tracy Police Department is also seeking grant funding to support upgrades to the Tracy Police Department and County Wide Radio Communications. Funding would support enhanced capacity and

efficiency, improved interoperability amongst law enforcement agencies, advanced features for operational flexibility, enhanced security and privacy, cost effectiveness and scalability, and extended coverage and reliability.

Effective communication lies at the heart of law enforcement operations, facilitating coordination, response, and ultimately, public safety. Trunked radio systems have emerged as indispensable tools for police departments, offering a range of benefits that enhance operational efficiency and effectiveness.

**TRACY POLICE DEPARTMENT
HOMELESS OUTREACH
FAMILIAR FACES TEAM**

SEEKING FUNDING

REQUESTED FUNDING:

- \$ 331,204

TOTAL PROJECT COST:

- \$ 331,204 – Funding Positions

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

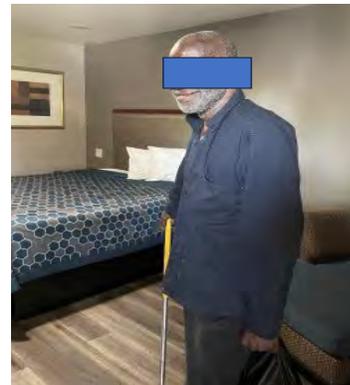
- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

FAMILIAR FACES TEAM EXPANSION

- The *Familiar Faces Team*, consisting of a specially trained Homeless Outreach Coordinators and a sworn Neighborhood Resource Officer (NRO). Tracy PD seeking funding to create a second team by adding two additional Homeless Outreach Coordinators to the Familiar Faces Program.

- Our Homeless Outreach Coordinators conducts homeless street outreach, welfare checks and case management. The team works alongside our Tracy PD *Mobile Evaluation Mental Health Team (MET)*, consisting of NRO and two on-site mental health professionals.

- The team currently operates Monday – Friday. The core purpose of adding an additional team is to provide 7 day a week coverage and expanded service efforts. This would increase stabilization of our homeless population through wellness, referrals to mental health, housing programs, medical services.



David's Story

- David has lived in Tracy for over 15 years.
- Familiar Faces engaged David and worked to build trust.
- They organized a property clean up.
- Moved David into a motel.
- Now the team is working with David to set up social security, access health care, and obtain permanent housing.

This supports Tracy City Council Strategic Priority

Homeless Strategic Plan “Goal 3”



The *Familiar Faces* program launched within the City of Tracy under Goal 3 of the City’s Strategic Plan to address homelessness.

HOMELESSNESS STRATEGIC PLAN – SUMMARY

| GOAL 1 Increase Housing Options in the City of Tracy | GOAL 2 Increase Access to Coordinated Support Services for People Experiencing Homelessness | GOAL 3 Develop Action Plans for Engaging with People Experiencing Homelessness | GOAL 4 Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness |
|--|---|--|--|
| OBJECTIVES | | | |
| <ol style="list-style-type: none"> 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. | <ol style="list-style-type: none"> 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. | <ol style="list-style-type: none"> 1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent <i>Martin v. Boise</i> 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. | <ol style="list-style-type: none"> 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. |

REVISED 05/06/20

TRACY POLICE DEPARTMENT CRISIS NEGOTIATION VEHICLE

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY/BACKGROUND/JUSTIFICATION

- Tracy PD Currently has a 10 person Crisis Negotiation Team (CNT).
- CNT is a component of the Crisis Response Unit (CRU).
- CNT regularly responds to both crisis unplanned calls for service and are an important part of de-escalation.
- CNT regularly resolves operations with minimal or no force used.
- They respond to planned events as a component of the Crisis Response Unit.
- A CNT specialized vehicle would allow for adequate space and proper technology equipment to conduct negotiations and interviews or debriefs of victims and/or witnesses during operations.
- This specialized vehicle can be used independently from or in conjunction with a Mobile Command Center Vehicle.
- The specialized vehicle comes equipped with a lavatory and self-sustained power for prolonged operations.

SEEKING FUNDING

REQUESTED FUNDING:

- \$350,000

TOTAL PROJECT COST:

- \$350,000

- Current CNT workspace is shared in Mobile Command Center and lacks adequate workspace and privacy to conduct both negotiations and interviews.
- This Supports the Tracy City Council's Public Safety Strategic Priority: "Support emergency operations preparedness, response, and recovery."



**TRACY POLICE DEPARTMENT
REAL TIME INFORMATION CENTER
PEREGRINE SOFTWARE**

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is a City in San Joaquin County with a population of 98,331 residents. Located in the “Triangle”, the city is a hub for retail and cargo with Interstate 205 to the North, Interstate 5 to the East, and Interstate 580 to the Southwest. This large amount of ingoing and outgoing merchandise, higher likelihood for opportunistic theft, accessibility to exit strategies and stolen vehicle markets along the interstate(s), and large warehousing facilities has resulted in an exceedingly high rate of retail and vehicle theft. This indicates a need for additional sensitivity and care in law enforcement and public safety efforts throughout the community as we develop our strategies for theft prevention, both retail and vehicle.

PEREGRINE SUPPORT FOR REAL TIME INFORMATION CENTER

- The City of Tracy has seen an increase in property crimes over the past two years.
- The City of Tracy is home to a many retailers that face challenges regarding organized retail theft. Additionally, the City is home to an Amazon fulfillment warehouse of over 3.1 million square Feet.
- Tracy’s retail entities include: West Valley Mall, Retail Centers and Plazas, Big-Box Retailers (Walmart, Target, etc.), Home Improvement Stores, Grocery Stores and Restaurants and Specialty Stores and Local Businesses.
- The Tracy Police Department receives a high volume of calls regarding organized retail theft and motor vehicle theft. Over the last 24 months, these statistics include:
 - Retail Theft Cases: 243

SEEKING FUNDING

REQUESTED FUNDING:

- \$110,000.00

TOTAL PROJECT COST:

- \$110,000.00



- Retail Dollar Loss: \$432,569.12
- Number of Retailers Victimized: 56
- Automobile Theft: 491
- Automobile Parts/Catalytic Converter Theft: 310 Catalytic Converters
- A RTIC would allow Tracy PD staff to respond to these crimes in “real-time”. The mission of a RTIC is to provide a law enforcement agency with the ability to capitalize on a wide and expanding range of technologies for efficient and effective policing. Such efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies available allow law enforcement agencies and officers to respond to crime events more efficiently, more deliberately, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

**THIS SUPPORTS THE TRACY CITY COUNCIL'S PUBLIC SAFETY
PRIORITY:**

“Strengthen community Police Department safety through crime prevention, intervention, and enforcement activities. Stand up a Real Time Information Center (RTIC) to reduce crime and provide timely services to better manage resources and response.”

In order to accomplish the goal of reducing property crime, Tracy PD needs a Real Time Information Center that is supported by Peregrine. Peregrine will integrate the data sources used by Tracy PD into the RTIC. The databases are as follows: Mark 43 RMS, Mark 43 CAD, Evidence.com, Laserfiche historical records, Flock ALPR, Axon Fleet 3 LPR, video streams via the Amazon VMS and DroneSense.

The current “real time” technology that Tracy PD utilizes in the Flock Safety Automated License Plate Readers (ALPR). Since November 1, 2022, The Tracy Police Department implemented 46 Flock Safety ALPRs throughout the city. Since the inception, the police department has recovered no less than 40 stolen vehicles and arrested 41 individuals as a result of the Flock ALPR alerts. These Flock ALPRs will be incorporated into the future RTIC along with other technology.



TRACY POLICE DEPARTMENT MOBILE COMMAND POST VEHICLE REPLACEMENT

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY/BACKGROUND/JUSTIFICATION

- A Mobile Command Center Vehicle (MCCV) is a key component to major crime scene management.
- It is cotemporary tool used in Incident Command System (ICS) and National Incident Management System (NIMS).
- Tracy PD's current Mobile Command Center Vehicle is approximately 18 years old. It needs major technology upgrades and in frequent state of repair.
- It has limited space and the design does not allow for expansion or slide-out options.
- MCCV provides a remote centralized location for law enforcement officials to coordinate and execute operations.
- Available for regional and state mutual aid response for both major incidents and natural disasters.

SEEKING FUNDING

REQUESTED FUNDING:

- \$1,200,000

TOTAL PROJECT COST:

- \$1,200,000

This Supports the Tracy City Council's Public Safety Strategic Priority:

"Support emergency operations preparedness, response, and recovery."



U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE

Thank you



The City of Tracy would like to express appreciation and gratitude to the U.S. Department of Justice Bureau of Justice Assistance for its annual award.

The City's Police Department received an annual award for equipment, technology, training, mental health and wellness, and other similar material directly supporting law enforcement.

Thank you for the 2023 award of \$14,839.

**This grant supported the
Tracy City Council's
"Public Safety" Strategic Priority.**



The funds awarded through the Edward Byrne Memorial Justice Assistance will be utilized to purchase a Microsoft Surface Hub S2.

The surface hub will assist the police department with its goals to promote officer safety and community safety, improve efficiency, and advance department technology.

This new technology will work seamlessly with planned development of the department's Real Time Information Center, which will be built adjacent to the Emergency Operations Center. It will allow for collaboration between staff working in the Real Time Information Center, Incident Command staff, and others who work remotely to efficiently work an incident together.

The addition of Microsoft Surface Hub S2 is one step towards a full technology upgrade and will assist staff to work more efficiently and collaboratively.

City of Tracy / San Joaquin County Background:

Tracy Police Department's Emergency Operations Center was designed over 30 years ago and still operates under much of its original configuration. The department has found that the center lacks technology, ergonomics, and effective place to work collaboratively during a critical incident.



DEPARTMENT OF
TRANSPORTATION
(DOT)

Dept of Transportation

- **DOT Purpose:** To deliver the world's leading transportation system, serving the American people and economy through the safe, efficient, sustainable, and equitable movement of people and goods.

Federal Transit Administration (FTA): provides financial and technical assistance to local public transit systems, including buses, subways, light rail, commuter rail, trolleys and ferries.

Federal Aviation Administration (FAA): provide the safest, most efficient aerospace system in the world.

Dept of Transportation

Federal Highways Administration (FHWA): o deliver a world-class system that advances safe, efficient, equitable, and sustainable mobility choices for all while strengthening the Nation's economy.

Federal Railroad Administration (FRA): provide the safest, most efficient aerospace system in the world.

Talking Points: Dept of Transportation (FTA, FAA)

FTA

Transit

- Tracer bus Maintenance Facility and Land Acquisition
- Valley Link: Connecting Bart to Ace Rail Systems

FAA

Airport

- Tracy Municipal Airport Terminal Improvements
- Develop a Master Plan for New Jerusalem Airport





FTA

Tracer Bus Maintenance Facility and Land Acquisition:

Tracer Bus is the public transportation provider for the City of Tracy. Its fleet is expanding and requires a new site to meet current and future requirements for services and maintenance demands, to improve technology capabilities, and to install infrastructure to meet zero-emission bus regulations.

□ Tracer currently shares 7 acres with the City of Tracy's Public Works yard to store and maintain vehicles, but the location can no longer accommodate the transit programs.

Tracer currently leases additional storage and maintenance space; however, due to increasing demands for service, further expansion is necessary.

Valley Link: (tear sheet)

FAA

Tracy Airport

New Jerusalem

There is an overwhelming demand for locations to perform testing of emerging technology of aeronautical equipment and further their research.

Various aeronautical industries have previously contacted the City of Tracy for options begin flight testing at New Jerusalem Airport

Interest to lease a 1000 square foot section for the housing of aircraft and equipment

The City of Tracy would like to create a Research and Development testing and certification site for all of aspects of aviation and is currently working toward the development of lease agreements for interested companies.

The New Jerusalem Master Plan Study is the first step to evaluating the feasibility of creating this one of its kind research and development testing and certification facility that could potentially serve all of California.

FEDERAL TRANSIT ADMINISTRATION (FTA) TRACER BUS MAINTENANCE AND STORAGE FACILITY

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION

- Tracer Bus is the public transportation provider for the City of Tracy. Its fleet is expanding and requires a new site to meet current and future requirements for services and maintenance demands, to improve technology capabilities, and to install infrastructure to meet zero-emission bus regulations.
- Tracer currently shares 7 acres with the City of Tracy's Public Works yard to store and maintain vehicles, but the location can no longer accommodate the transit programs.
- Tracer currently leases additional storage and maintenance space; however, due to increasing demands for service, further expansion is necessary.



- • 3 additional routes were added in August 2023 to meet the demands of new development in the south Tracy area, including a shuttle service that connects riders to the ACE Train.
- • Ridership continues to grow at a rate of approximately 20% per year.

DEPT OF TRANSPORTATION

REQUESTED FUNDING:

- \$30 million - \$40 million

TOTAL PROJECT COST:

- \$45 million - \$50 million

PROPOSED SITE SELECTION

ACQUISITION & DESIGN

- 27,000 square foot maintenance facility for vehicle maintenance and repair activities, including:
 - Preventative maintenance
 - Component replacement and minor repairs
 - Tire changing
 - Major body repairs and painting
 - Parts inventory and storage
 - Bus wash
- 7,000 square foot transit operation center, designed to meet zero emission standards, to accommodate:
 - Expanded dispatching and communications operations.
 - Training and conference rooms for Tracer bus drivers and regional partners.
 - Office space
 - Employee and visitor parking (with solar canopies)
- Fueling infrastructure for no-emission vehicles.
- Secured parking for transit buses.

ESTIMATED TIMELINE:

- 2023/24 - Site selection, environmental studies, purchase (In Process)
- 2024/25 - Design and engineering
- 2025/26 - Construction

This supports Tracy City Council Strategic Priority "Quality of Life"

"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."

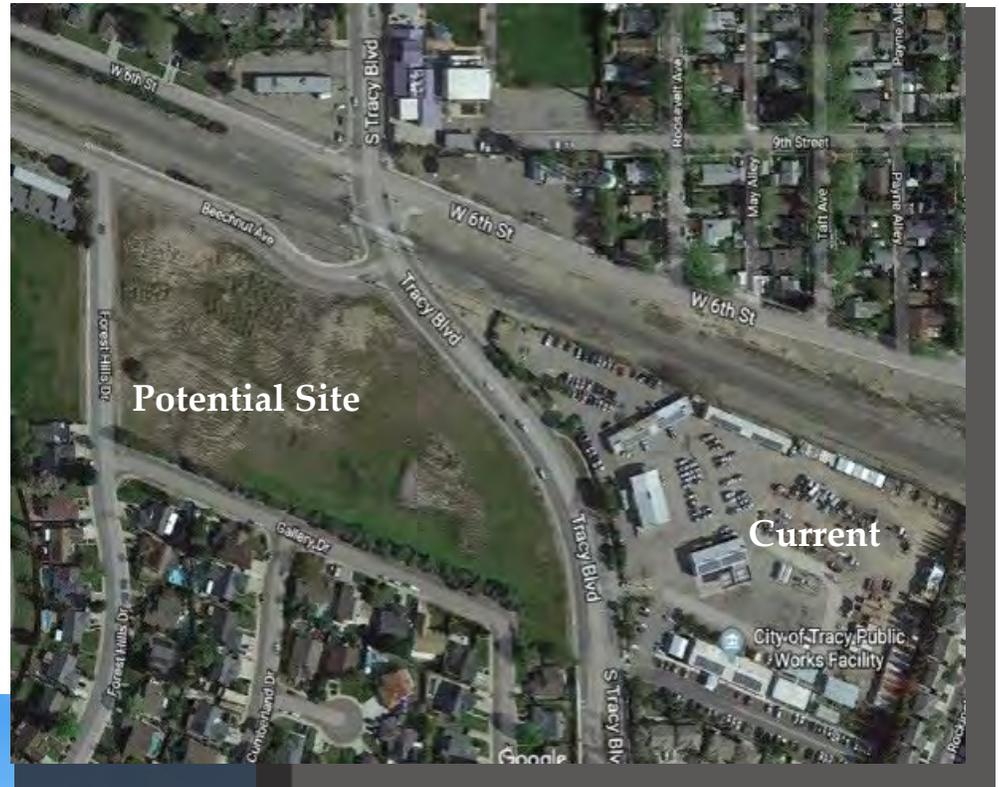


FEDERAL TRANSIT ADMINISTRATION (FTA) BUS MAINTENANCE & STORAGE FACILITY

CURRENT LOCATION AND A POTENTIAL SITE FOR EXPANSION

A potential site for the Tracer Bus Maintenance and Storage Facility is located across the street from the existing site.

This site is ideal as it is located just over ½ mile from the Tracy Transit Station, the main operations hub for the Tracer bus service.



The City has regional transit partnerships with ACE, Valley Link, and others that will promote ridership within the City. A new Bus Storage and Maintenance Facility will provide an opportunity to expand regional growth between the agencies.

SEEKING FUNDING

VALLEY LINK COMMUTER RAIL PROJECT

JUSTIFICATION

- On 3/23/2022 the Metropolitan Transportation Commission (MTC), the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area, unanimously approved a regional grants strategy for transportation funding programs under the federal Bipartisan Infrastructure Law (BIL). The Valley Link Rail Project was added to the list of regional project priorities for the Capital Investment Grant (CIG) Program, pending Federal Transit Administration (FTA) approval of the Valley Link rail project into the formal project delivery process for the CIG Program.
- The Valley Link Project is a vital, cost-effective passenger rail service that will provide equitable, near-term access to more than 1.68 million residents of Alameda County – ranked as the second most populous county in Northern California and ranked 7th out of 58 statewide. It will also provide relief to more than 100,000 Bay Area workers now living in the Northern San Joaquin Valley, commuting daily through the Altamont/I-580 Corridor in their cars including those delivering our most vital services.
- The identification of Valley Link as a regional priority for federal funding under the CIG Program received resounding support by letters and testimony to MTC from leaders of business and industry across the Bay Area including the East Bay Leadership Council, East Bay Economic Developments Alliance, Building Industry Association, and Innovation Tri-Valley Leadership Group
- Impacting Tracy, alone, over 125,000 cars per day travel through Tracy on Interstate 205 to the San Francisco Bay Area; an average of 40,000 trucks per day travel on Interstate 5 between Tracy and Lathrop; 68% of Tracy's residential workforce commute daily to the Bay Area for employment – necessitating local stations and a maintenance facility.

➤ **The full Valley Link rail project will provide**

a new 42-mile, 7 station rail connection between the Dublin/ Pleasanton BART station in Alameda County and the North Lathrop Altamont Corridor Express (ACE) station in San Joaquin County with all day service on BART frequencies during peak periods – providing an estimated 33,000 daily rides in 2040.

➤ **The initial operating segment (IOS) between the Dublin/Pleasanton BART station and the Mountain House station, including the Isabel and South Front Road stations in Livermore, is targeted for construction in 2025 with stations in Mountain House, Tracy, and Lathrop to follow.**

➤ **The Valley Link rail project is also leading innovation with a vision to be a model of sustainability connecting the Northern California megaregion with the first passenger rail system in California running on self-produced green hydrogen and a hydrogen fuel production facility able to support other transit and heavy truck operators.**

➤ **In addition to the use of zero emissions vehicle and green energy production technologies, the Valley Link Board-adopted Sustainability Policy identifies implementing strategies to achieve a zero emissions system through innovation station access. This includes electric autonomous shuttles, shared mobility, and support for local transit operator alternative vehicle technology.**

REQUESTED FUNDING:

- \$40 million – For Local Stations & Maintenance Facility

TOTAL SYSTEM-WIDE PROJECT FUNDING:

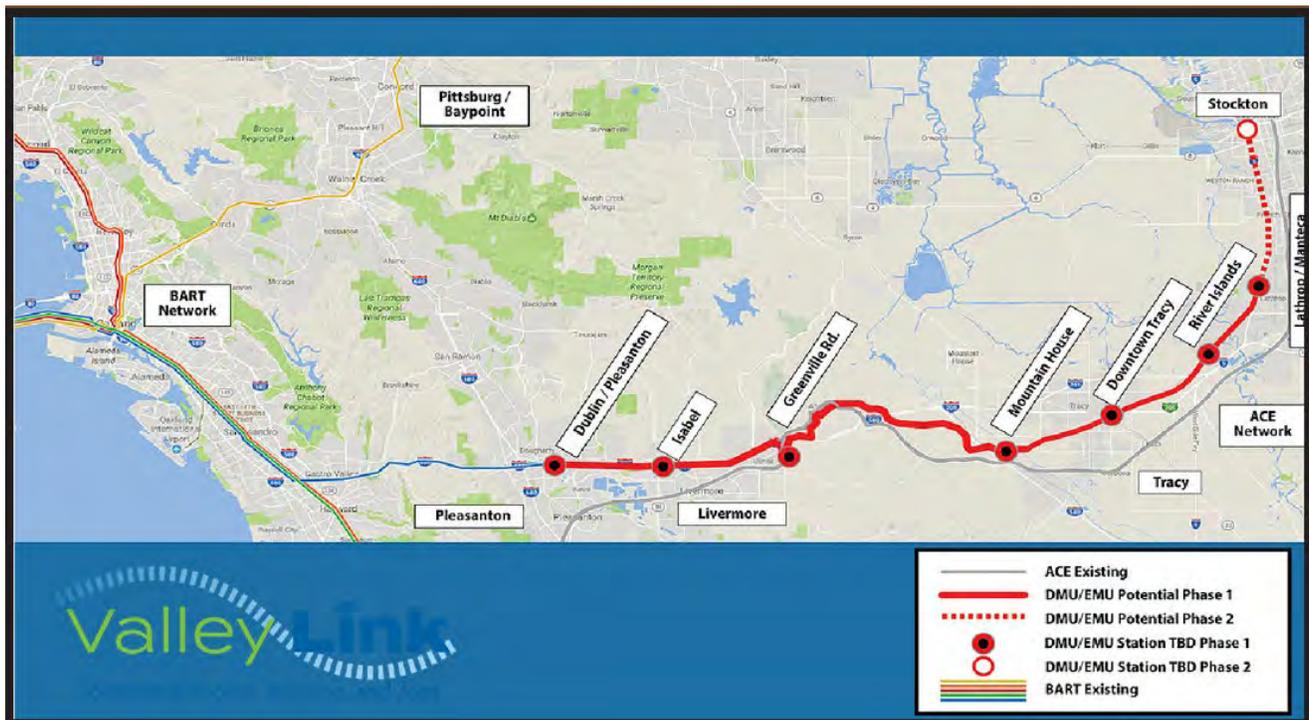
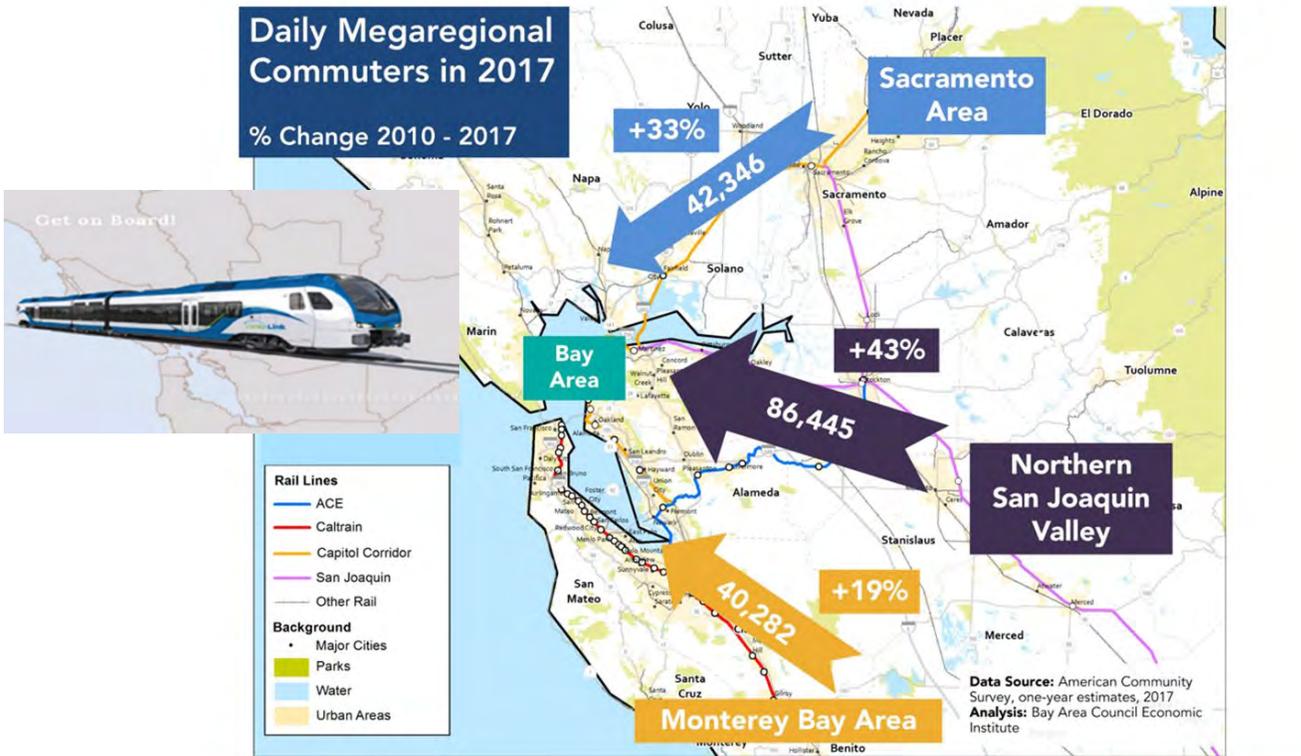
- \$3 billion (est.) Project Cost

OTHER FUNDING SOURCES:

- \$588 million from San Francisco Bay Area (Measure BB and Bride Toll funds)
- \$912 million requested by the *Tri-Valley - San Joaquin Valley Regional Rail Authority*

NORTHERN SAN JOAQUIN VALLEY COMMUTE PATTERNS

More Commuters Making Megaregional Trips



This supports Tracy City Council Strategic Priority “Quality of Life”

“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”

**FEDERAL AVIATION ADMINISTRATION
MASTER PLAN STUDY FOR NEW
JERUSALEM AIRPORT**

REQUESTED FUNDING:

- \$820,000

TOTAL PROJECT COST:

- \$820,000

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The New Jerusalem Airport is within in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.

HISTORY

- New Jerusalem is an airport not in the National Plan of Integrated Airport Systems that has a War Asset deed
- It has one runway in use that is 3530' x 60' in length. It also has one of the original military runways that is currently not in use.

JUSTIFICATION

- There is an overwhelming demand for locations to perform testing of emerging technology of aeronautical equipment and further their research.
 - ✓ Various aeronautical industries have previously contacted the City of Tracy for options begin flight testing at New Jerusalem Airport
 - ✓ Interest to lease a 1000 square foot section for the housing of aircraft and equipment
- The City of Tracy would like to create a Research and Development testing and certification site for all of aspects of aviation and is currently working toward the development of lease agreements for interested companies.
- The Master Plan Study is the first step to evaluating the feasibility of creating this one of its kind research and development testing and certification facility that could potentially serve all of California.

PROPOSED SCOPE OF WORK

Master Plan Study:

- This will encompass:
 - Master Plan Narrative
 - Obstruction Survey/Mitigation Plan
 - Pavement Maintenance Management Plan (PMMP)
 - Noise Study for both New Jerusalem and Tracy airports
 - Airport Layout Plan
 - Financial Feasibility Study
 - Public Works Infrastructure Study
 - Electrical, Water, Sewer, Roads
 - Environmental Studies

ESTIMATED TIMELINE:

- 2023** – Evaluation of existing conditions and utilities
- 2024** – Evaluation of demand and needs for the airport
- 2025/2026** –Development of Master Plan



New Jerusalem Airport

This supports Tracy City Council Strategic Priority “Quality of Life”

“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”

The City of Tracy is seeking the continued support of the Federal Aviation Administration to successfully complete the New Jerusalem Airport Master Plan Study, the first step in becoming a Research and Development Testing and Certification facility site. The Airport District Office Manager, Laurie Suttmeier, has been meeting with multiple regions of the Federal Aviation Administration as well as multiple sections of the Federal Aviation Administration over the past year to find how best to move forward. She has been instrumental at encouraging us this past year to expand upon the concept of a facility of this magnitude and reach out potential users in the aviation community.

- ❖ The San Francisco Airport District Office (ADO) assigned the Assistant Airport District Office manager to New Jerusalem to assist the City of Tracy through the planning process of this unique endeavor. This will be her only airport to oversee.
- ❖ The Airport District Office has expressed that New Jerusalem would be a great project by which the Federal Aviation Administration could gauge how a non-NPIAS airport could be revitalized by repurposing it into a specialized aviation airport.
- ❖ New Jerusalem could apply to become a National Plan of Integrated Airport Systems airport and thereby becoming eligible for Federal Aviation Administration funding.
- ❖ The Master Plan Study will illustrate the concept of the development of New Jerusalem that will incorporate the following design
 - Creating a secure access point into the airport
 - Build a hangar building that would be broken into multiple hangars
 - Each hangar would open out onto the rehabilitated military runway that runs parallel to Runway 12/30
 - The rehabilitated runway would allow access via a new taxiway to the existing 3530' x 60' runway, Runway 12/30
 - A water/sewer plant would be built on a 1–2-acre section that would allow the facility full water/sewer.
 - A microgrid concept is being researched that would provide power to the facility as well as to the charging points of the aircraft, whether it be hydrogen fuel cells or electricity.
- ❖ The San Francisco Bay area has become too complicated to navigate and test in and more companies are searching for a better location to perform testing.
- ❖ New Jerusalem Airport is in a largely predominant agricultural region with dairies, horse ranches, and fruit/nut groves present. It makes it an ideal spot for the advancement of aviation technology.

FEDERAL AVIATION ADMINISTRATION

Thank you



The City of Tracy would like to express appreciation and gratitude to the Federal Aviation Administration for continued support through the FAA CARES Act, Airports Coronavirus Response, Airport Rescue, and Airport Improvement grant awards that the City has received.

For the past four years, the City's Airport Division has received approximately \$3 million in FAA funding. This has allowed the City to make improvements, continue daily operation of service, as well as develop a plan for the future of the airport.

Tracy Municipal Airport has over 160 operations per day encompassing student pilot training and transient and local traffic.

This grant supported the Tracy City Council's Quality of Life Strategic Priority.



The Airport Improvement grant awards received for the Tracy Municipal Airport funded the following projects:

- Reconstruct T-hangar taxi lanes and install new beacon
- Master Plan Update
- Slurry Seal Tee Hangar Taxilanes Project

The FAA CARES Act, Airports Coronavirus Response, and Airport Rescue grant awards funded:

- Operational and maintenance expenses for the prevention of COVID at the airport
- Personal Protective Equipment for all airport maintenance personnel
- Fogger for the sanitization of all common areas of the airport including bathrooms, pilot lounge, and office for staff

City of Tracy / San Joaquin County

Background:

- The City of Tracy is located in San Joaquin County, approximately 68 miles south of Sacramento and 60 miles east of San Francisco.



- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030.

Talking Points: Dept of Transportation (FHWA , FRA)

FHWA

Road Infrastructure

- I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
- Lammers I-205 Interchange
- Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DD

FRA

Railroad Crossing Safety

- Grade Crossings; Signal and Train Control (UPR crossing in City)
- Hazardous Materials (disaster preparedness)
- Operating Practices (responsiveness of UPR to development review applications)
- Track (clearing unsheltered encampments and addressing illegal dumping)

Thank you for support of I-580 Diverging Diamond Interchange (DDI). Need to widen International Parkway over State and Federal Canals.

The City of Tracy would like to express appreciation and gratitude to the Department of Transportation for support through the Safe Streets and Roads for All (SS4A) Grant of approximately \$3.77 million, awarded in Fiscal year 2023.

Seeking interchange improvements at Corral Hollow at I-580. This area has the largest home growth in Tracy (nearly 7000 homes) and is also the only interchange used by LLNL. Expansion of the interchange moves people without impediments for LLNL
Seeking funding to make more improvements along Lammers to fund new interchange at I-205 that will connect Central Valley to Highway 4 through new SR 239. Regional transportation of goods from warehouses to I-5 and northern CA.

FRA's Office of Railroad Safety promotes and regulates safety throughout the Nation's railroad industry. The office executes its regulatory and inspection responsibilities through a diverse staff of railroad safety experts. The staff includes nearly 400 Federal safety inspectors who specialize in one of six technical disciplines focusing on compliance and enforcement in:

Grade Crossings (UPR crossing in City)- UPR unwilling to widen crossing and insisting on going over train crossing. Estimated cost is \$50 million each. (tear sheet with map of grade crossings)

Existing RR Crossings: 1,2,5,8,15,16 & 25 all are currently "At-Grade" with 15 & 25 to close and 2 to change to "Grade Separated" After recent discussions with RR, location 1 & 16 will be above grade crossings (See Map)

Future RR Crossings: 9,21,22,23, & 24 are planned for "Grade Separated" (See Map)

Hazardous Materials (disaster preparedness)

Motive Power and Equipment

Operating Practices (responsiveness of UPR to development review applications)

Signal and Train Control (UPR crossing in City)

Track (clearing unsheltered encampments and illegal dumping)

SEEKING FUNDING

I-580/INTERNATIONAL PKWY INTERCHANGE PROJECT

TRACY / SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is located in San Joaquin County, approximately 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030.

REQUESTED FUNDING:

- \$23.5 M

TOTAL PROJECT COST:

- \$50.1 Million
 - FNHFP Grant Awarded – \$24.9M
 - Measure K Funds \$1.7 M

I-580/INTERNATIONAL PKWY INTERCHANGE

The Project will reconstruct the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI) which leads to a safer transportation network. Expands a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local arterial network. This project:

- Alleviates goods movement and congestion between the International Park of Commerce (IPC), the Port of Oakland, the San Francisco Bay Area, and the greater Northern California Mega Region.
- Improves freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route
- Enhances traffic operations and safety
- Supports the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative
- Benefits the regional and national economy.
- Partnership between:
 - Prologis, the owner-investor;
 - City of Tracy;
 - San Joaquin Council of Governments, MPO;
 - Federal Highway Administration;
 - California Department of Transportation.

COMMUTE PATTERNS - TRANSPORTATION INFRASTRUCTURE

- Northern San Joaquin Valley residents are employed in the Bay Area and create increased demands on transportation and roadway infrastructure.
- Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).
- Similar to neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.
- It is estimated that over 125,000 cars per day travel through Tracy on I-205 to the San Francisco Bay Area.
- An average of 40,000 trucks per day travel on Interstate 5 between Tracy to Lathrop.

SITE OVERVIEW

IPC is a 1,780-acre office, retail, and industrial park located on the west side of Tracy. The project is expected to create more than 30,000 jobs at build-out and will include over 28 million square feet of development.

The IPC project is of national significance as it directly accesses 2 routes on the National Freight Network. It is also within 50 miles of the Port of Oakland, the 3rd largest port in California, and a Port with known rail congestion issues, making truck transport a more viable option for national goods movement.



I-580/INTERNATIONAL PARKWAY INTERCHANGE PROJECT

I-580 / International Parkway Interchange Proposed Improvements



Project Location and Components



This supports Tracy City Council Strategic Priority “Quality of Life”

“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”

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE PROJECT

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205 and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

INTERSTATE 580/CORRAL HOLLOW ROAD INTERCHANGE

The Project consists of improvements to the existing Corral Hollow Road interchange. The Project will construct two roundabouts at freeway ramp intersections, widen the overcrossing at I-580, and implement a Class I bicycle and pedestrian path. The Project is a component of the regional Corral Hollow Road Corridor Project (Corridor Project). This Project:

- Implements safety countermeasures to address the history of collisions within the Project footprint reducing overall crash rates by 44%.
- Improves good movement within the Megaregion to/from the Port of Oakland, creates 600 jobs, and increases regional competitiveness.
- Improves freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route. I-580 is designated as a key truck corridor.
- Improves mobility and quality of life in the region by reducing vehicle hours traveled by 1.8%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduces GHG emissions, CO2 by 104 tons.

SEEKING FUNDING

REQUESTED FUNDING:

- \$ 8,804,000

TOTAL PROJECT COST:

- \$21,078,000
- **Local Funds: \$12,274,000**

MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.



SEEKING FUNDING

VALLEY LINK COMMUTER RAIL PROJECT

JUSTIFICATION

- On 3/23/2022 the Metropolitan Transportation Commission (MTC), the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area, unanimously approved a regional grants strategy for transportation funding programs under the federal Bipartisan Infrastructure Law (BIL). The Valley Link Rail Project was added to the list of regional project priorities for the Capital Investment Grant (CIG) Program, pending Federal Transit Administration (FTA) approval of the Valley Link rail project into the formal project delivery process for the CIG Program.
- The Valley Link Project is a vital, cost-effective passenger rail service that will provide equitable, near-term access to more than 1.68 million residents of Alameda County – ranked as the second most populous county in Northern California and ranked 7th out of 58 statewide. It will also provide relief to more than 100,000 Bay Area workers now living in the Northern San Joaquin Valley, commuting daily through the Altamont/I-580 Corridor in their cars including those delivering our most vital services.
- The identification of Valley Link as a regional priority for federal funding under the CIG Program received resounding support by letters and testimony to MTC from leaders of business and industry across the Bay Area including the East Bay Leadership Council, East Bay Economic Developments Alliance, Building Industry Association, and Innovation Tri-Valley Leadership Group
- Impacting Tracy, alone, over 125,000 cars per day travel through Tracy on Interstate 205 to the San Francisco Bay Area; an average of 40,000 trucks per day travel on Interstate 5 between Tracy and Lathrop; 68% of Tracy's residential workforce commute daily to the Bay Area for employment – necessitating local stations and a maintenance facility.

➤ **The full Valley Link rail project will provide**

a new 42-mile, 7 station rail connection between the Dublin/ Pleasanton BART station in Alameda County and the North Lathrop Altamont Corridor Express (ACE) station in San Joaquin County with all day service on BART frequencies during peak periods – providing an estimated 33,000 daily rides in 2040.

➤ **The initial operating segment (IOS) between the Dublin/Pleasanton BART station and the Mountain House station, including the Isabel and South Front Road stations in Livermore, is targeted for construction in 2025 with stations in Mountain House, Tracy, and Lathrop to follow.**

➤ **The Valley Link rail project is also leading innovation with a vision to be a model of sustainability connecting the Northern California megaregion with the first passenger rail system in California running on self-produced green hydrogen and a hydrogen fuel production facility able to support other transit and heavy truck operators.**

➤ **In addition to the use of zero emissions vehicle and green energy production technologies, the Valley Link Board-adopted Sustainability Policy identifies implementing strategies to achieve a zero emissions system through innovation station access. This includes electric autonomous shuttles, shared mobility, and support for local transit operator alternative vehicle technology.**

REQUESTED FUNDING:

- \$40 million – For Local Stations & Maintenance Facility

TOTAL SYSTEM-WIDE PROJECT FUNDING:

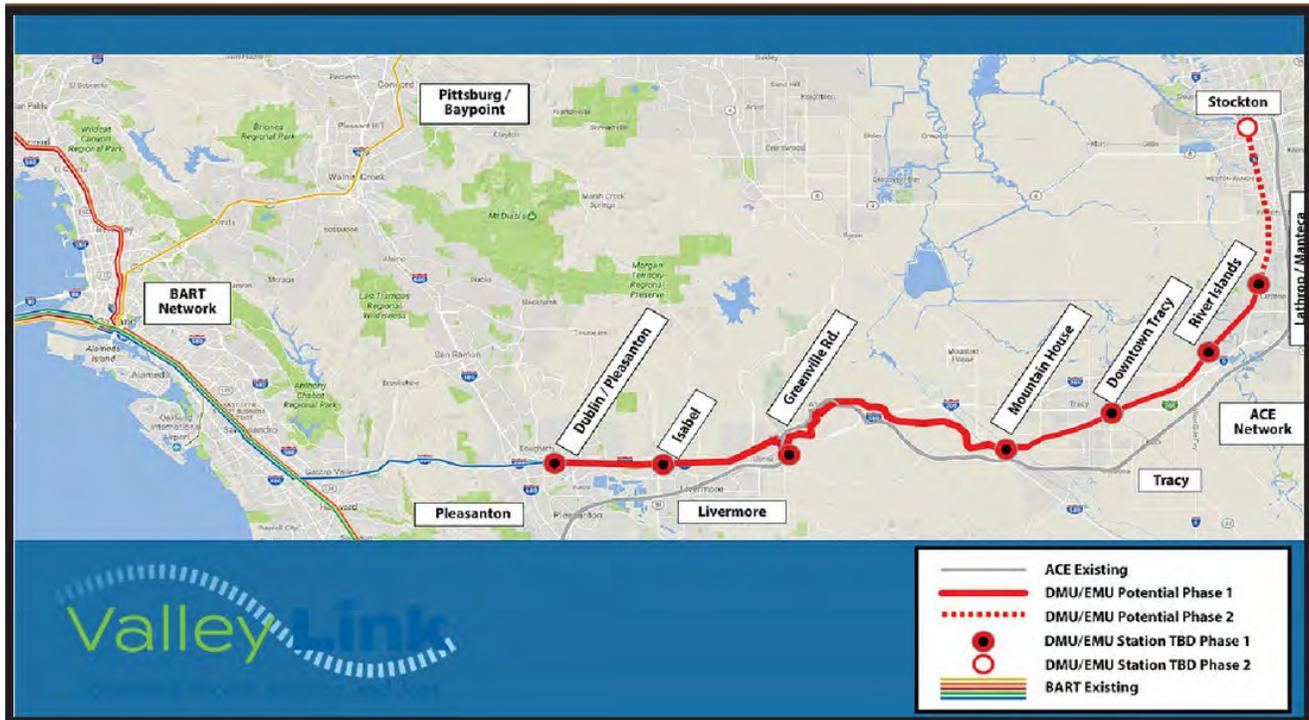
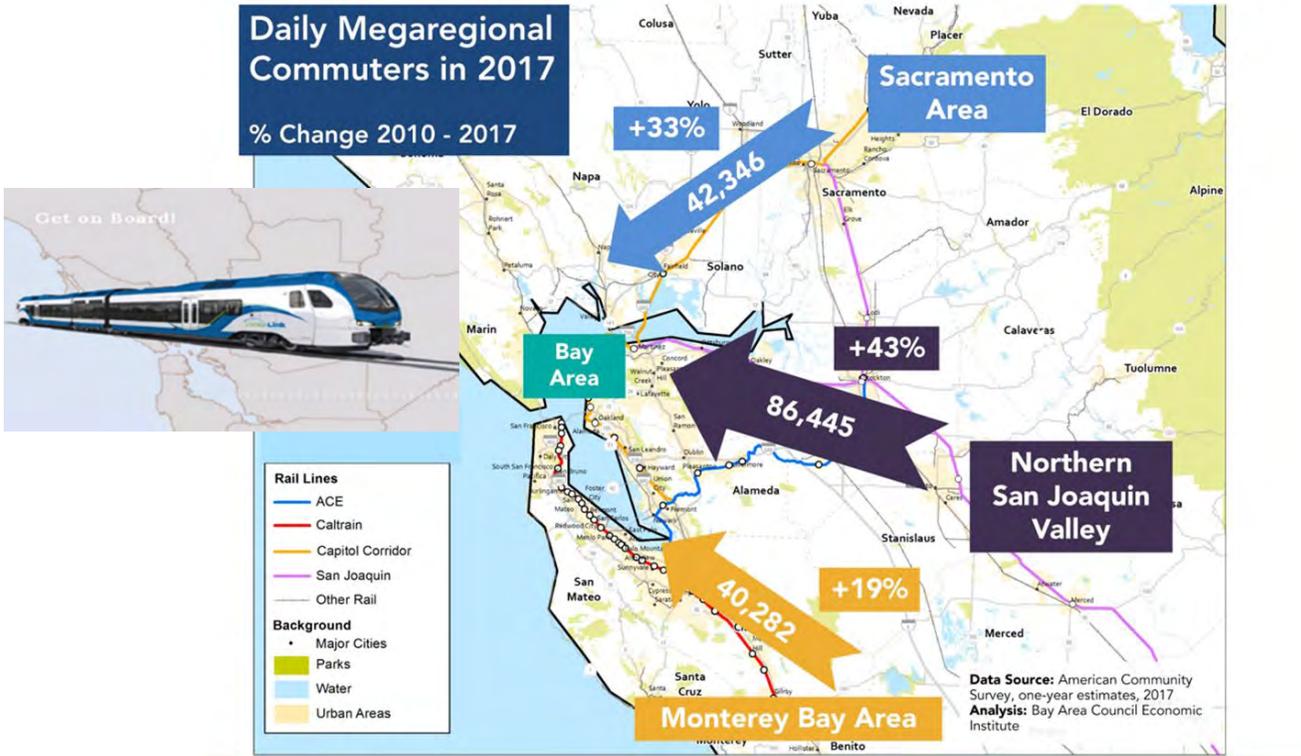
- \$3 billion (est.) Project Cost

OTHER FUNDING SOURCES:

- \$588 million from San Francisco Bay Area (Measure BB and Bride Toll funds)
- \$912 million requested by the *Tri-Valley - San Joaquin Valley Regional Rail Authority*

NORTHERN SAN JOAQUIN VALLEY COMMUTE PATTERNS

More Commuters Making Megaregional Trips



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“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”

SEEKING FUNDING

CENTRAL VALLEY GATEWAY PROJECT

TRACY / SAN JOAQUIN COUNTY LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

REQUESTED FUNDING:

- \$56 Million (for Interchanges)

TOTAL PROJECT COST:

- \$128 Million

OTHER FUNDING SOURCES:

- FNHFP Grant - \$24.884M
- EDA Grant - \$8.35M (For Bridge Only)
- Measure K - \$2.541M
- RTIF \$1.4184
- Tracy Impact Fees \$34.8

CENTRAL VALLEY GATEWAY PROJECT

- The Central Valley Gateway Project (CVGP) is a critical logistical component for global goods movement through the Port of Oakland.
- The project's improvements will enable:
 - Efficient freight movements and mitigation congestion along this area's portion of the National Freight Network and lead to a safer regional transportation network.
 - Increased essential access to Prologis International Park of Commerce (IPC)
- It's importance to the region has garnered a Public-Private Partnership between:
 - The City of Tracy
 - San Joaquin Council of Governments (MPO)
 - Federal Highway Administration
 - California Department of Transportation
 - Prologis, Owner/Investor

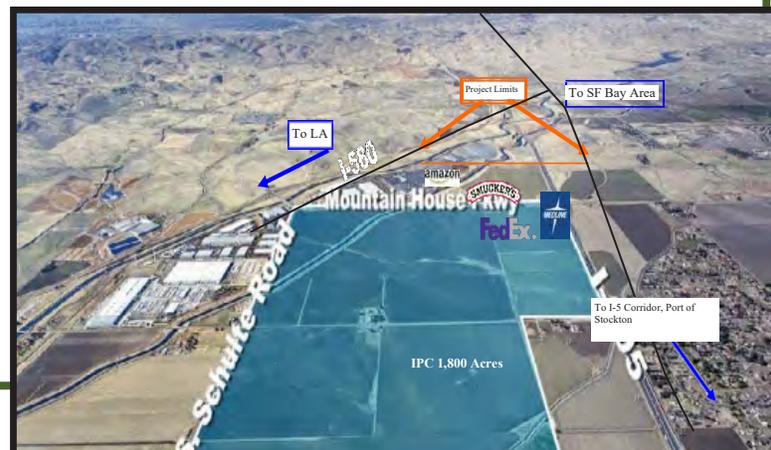
PROJECT DESCRIPTION

- The Central Valley Gateway Project (CVGP), consists of improvements to interchanges on Interstate Highways 205 (I-205) and 580 (I-580) and the connecting arterial (International Parkway), including bridge replacement on two canal crossings.

ABOUT THE INTERNATIONAL PARK OF COMMERCE (IPC) AND WHY IT IS AN IMPORTANT PARTNER

IPC is a 1,780-acre office, retail, and industrial park located on the west side of Tracy. The project is expected to create more than 30,000 jobs at build-out and will include over 28 million square feet of development.

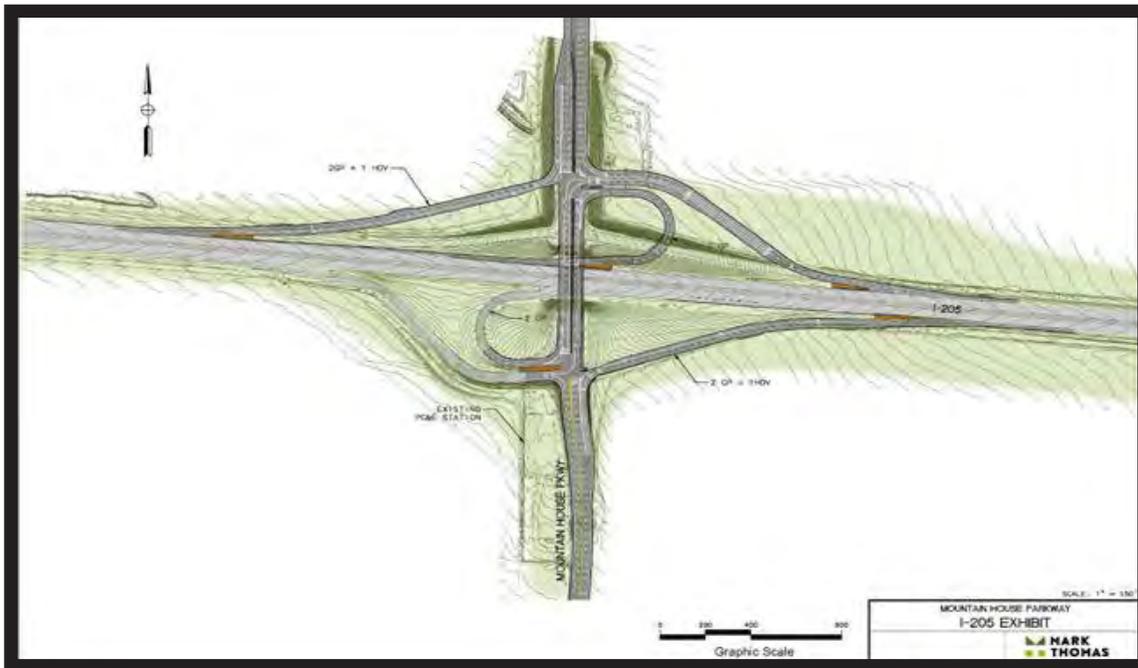
The IPC project is of national significance as it directly accesses 2 routes on the National Freight Network. It is also within 50 miles of the Port of Oakland, the 3rd largest port in California, and a Port with known rail congestion issues, making truck transport a more viable option for national goods movement. It's partnership means a healthier economy regionally and locally.



This supports Tracy City Council Strategic Priority "Quality of Life"

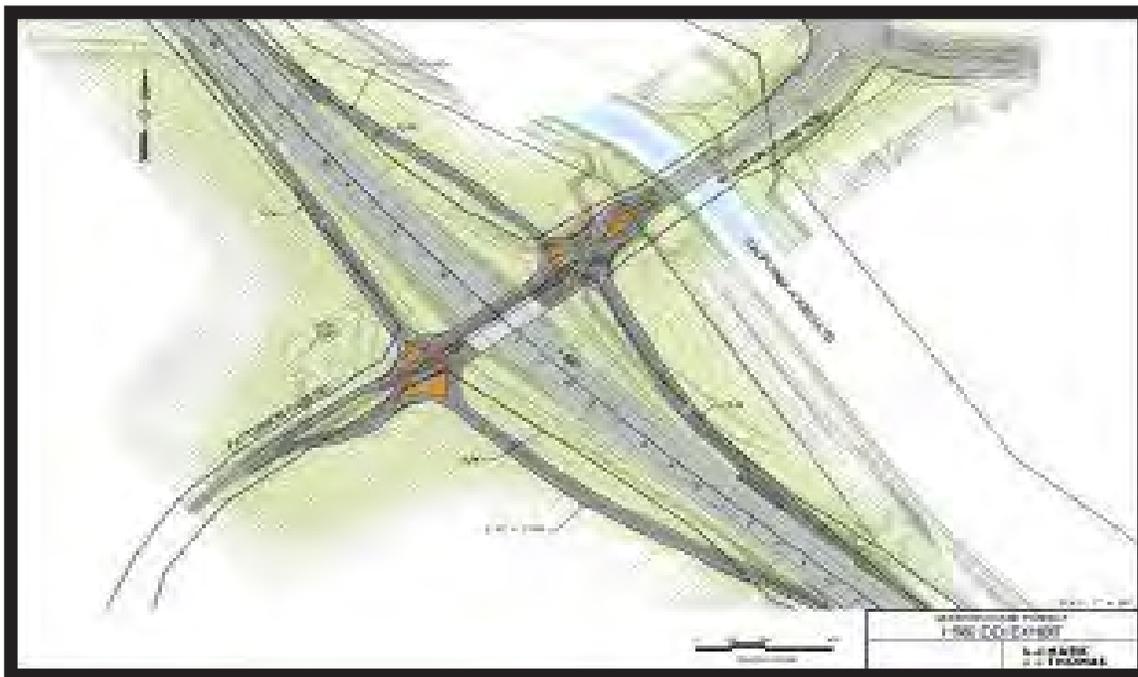
"To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community"

I-205 / International Parkway Interchange



For optimal commercial traffic flow, widening International Parkway to a four-lane arterial that connects the I-205 and I-580 interchanges is crucial.

I-580 / International Parkway Interchange



Achieving the connection between the two interstates requires the replacement and widening of two aqueduct crossings:

- The California Aqueduct
- The Delta-Mendota Canal

DEPARTMENT OF TRANSPORTATION

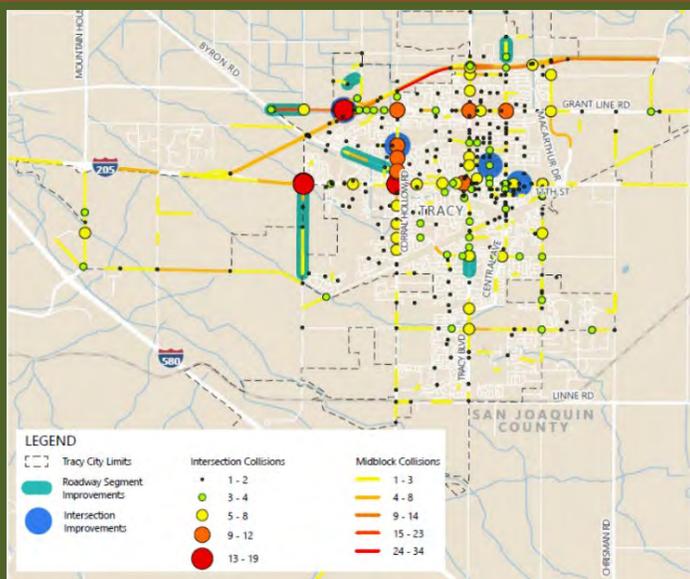
thank
you



The City of Tracy would like to express appreciation and gratitude to the Department of Transportation for support through the Safe Streets and Roads for All (SS4A) Grant of approximately \$3.77 million, awarded in Fiscal year 2023.

The city approved a Vision Zero approach in February 2023 to eliminate fatalities and serious injuries on local roads by 2050. This grant will serve as a milestone towards achieving City's goal. The City's Vision Zero policy is consistent with Caltrans Vision Zero efforts approved in February 2022.

This grant supported the Tracy City Council's Quality of Life Strategic Priority.



Citywide Systemic Safety Enhancements Project

This project will enhance safety within the City of Tracy by constructing improvements at ten locations along roadway segments and at intersections with high concentrations of collisions. The Project will address safety challenges in a City that is mainly comprised of underserved census tracts and will respond to the safety needs of all residents.

This project will improve sustainability by providing complete street elements for mode shift, including separated protected bicycle lanes, raised medians with refuge islands, and a pedestrian scramble. The Project will also improve public health outcomes, minimize transportation cost burdens, and strengthen vibrant neighborhoods.

City of Tracy / San Joaquin County Background:

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205 and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030.

CORRAL HOLLOW ROAD CORRIDOR PROJECT

REQUESTED FUNDING:

- \$ 40,000,000

TOTAL PROJECT COST:

- \$91,896,000
- **Local Funds: \$50,902,000**

TRACY, SAN JOAQUIN COUNTY BACKGROUND

- The City of Tracy is centered in a triangle formed by the major interstates of I-580, I-205, and I-5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- Tracy's current population is approximately 92,000. It is expected to reach 109,000 by 2030. The Northern California Megaregion (Megaregion) is experiencing population growth and a housing affordability crisis. This has resulted in increased congestion within the City due to the location of employment centers and the growth of goods movement activity and freight hubs within the City and Megaregion.

CORRAL HOLLOW ROAD CORRIDOR PROJECT

The Corral Hollow Road Corridor Project (Project) introduces three components to comprehensively facilitate improvements in the regionally significant corridor. The project includes: 1) improvements to the Corral Hollow Road/Linne Road intersection, incorporating a new traffic signal, turn lanes, and enhancements to the existing at-grade crossing with the Union Pacific Railroad (UPRR) Oakland Subdivision; 2) widening Corral Hollow Road from a narrow two-lane to a divided four-lane roadway; and 3) I-580/Corral Hollow Road Interchange improvements. This Project:

- Improves regional economy by creating more than 1,200 jobs and increasing regional competitiveness.
- Improves good movement within the Megaregion to/from the Port of Oakland.
- Improve mobility and quality of life in the region by decreasing vehicle hours traveled by 1%.
- Supports equity and inclusion in the area by extending bike and pedestrian infrastructure. Census Tracts 54.06, 53.03, and 53.09 are Areas of Persistent Poverty and are located three miles northeast of the Project.
- Reduction in GHG emissions including CO₂ by 104 tons.

MEGAREGION COMMUTE PATTERNS / TRANSPORTATION INFRASTRUCTURE

Northern San Joaquin Valley residents are employed in the Bay Area, which exacerbates demands on transportation networks.

Residents in San Joaquin County, and the broader Northern San Joaquin Valley, have one of the longest commute times in the nation (U.S. Census).

Like neighboring cities in this region, approximately 68% of Tracy's resident workforce commute daily to the Bay Area for employment.

Over 125,000 cars per day are estimated to travel through Tracy on I-205 to the San Francisco Bay Area.

An average of 40,000 trucks per day travel on Interstate 5 between Tracy to Lathrop.

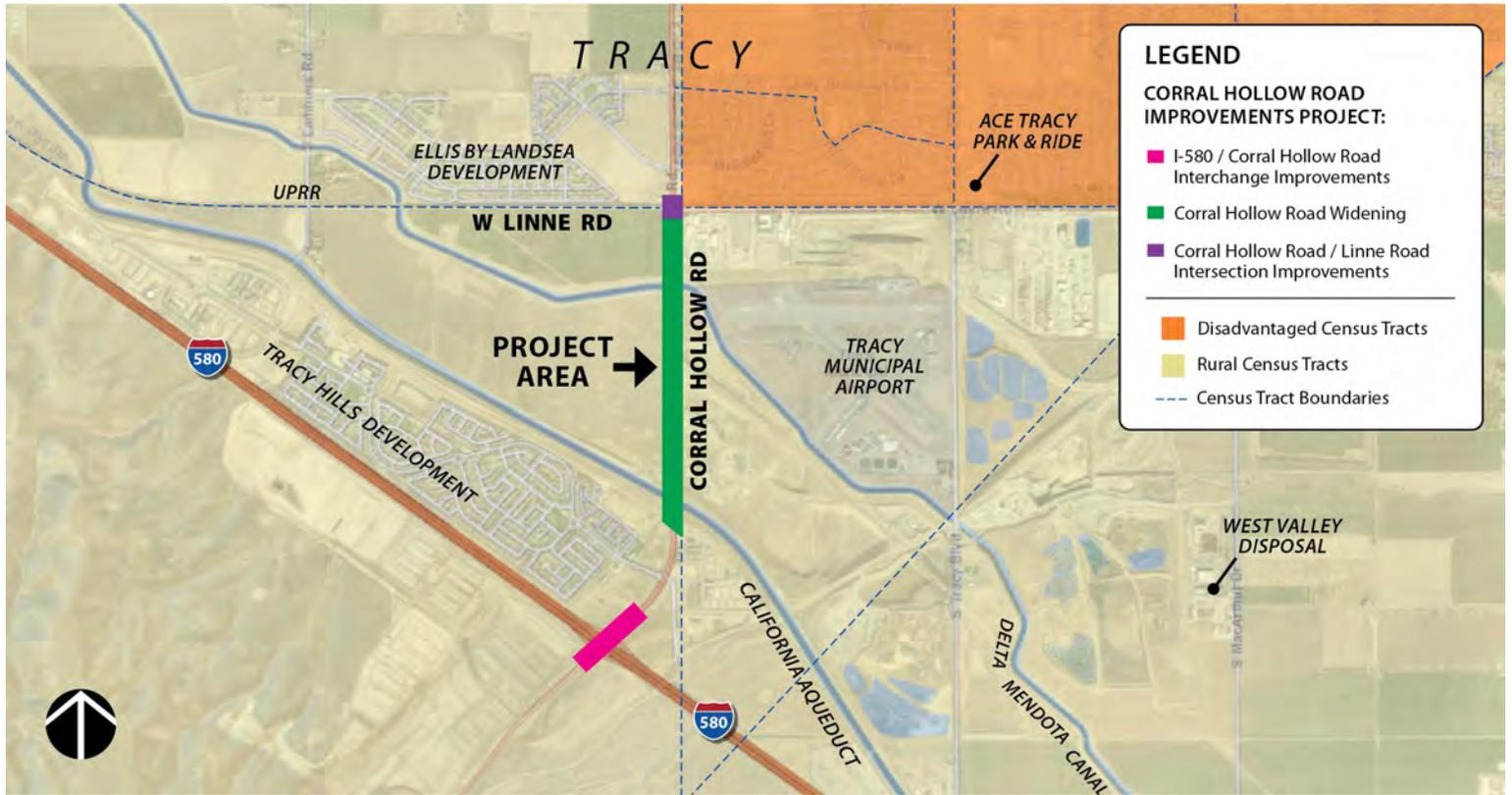


2013 Region Commuter Volumes

This supports Tracy City Council Strategic Priority “Quality of Life”

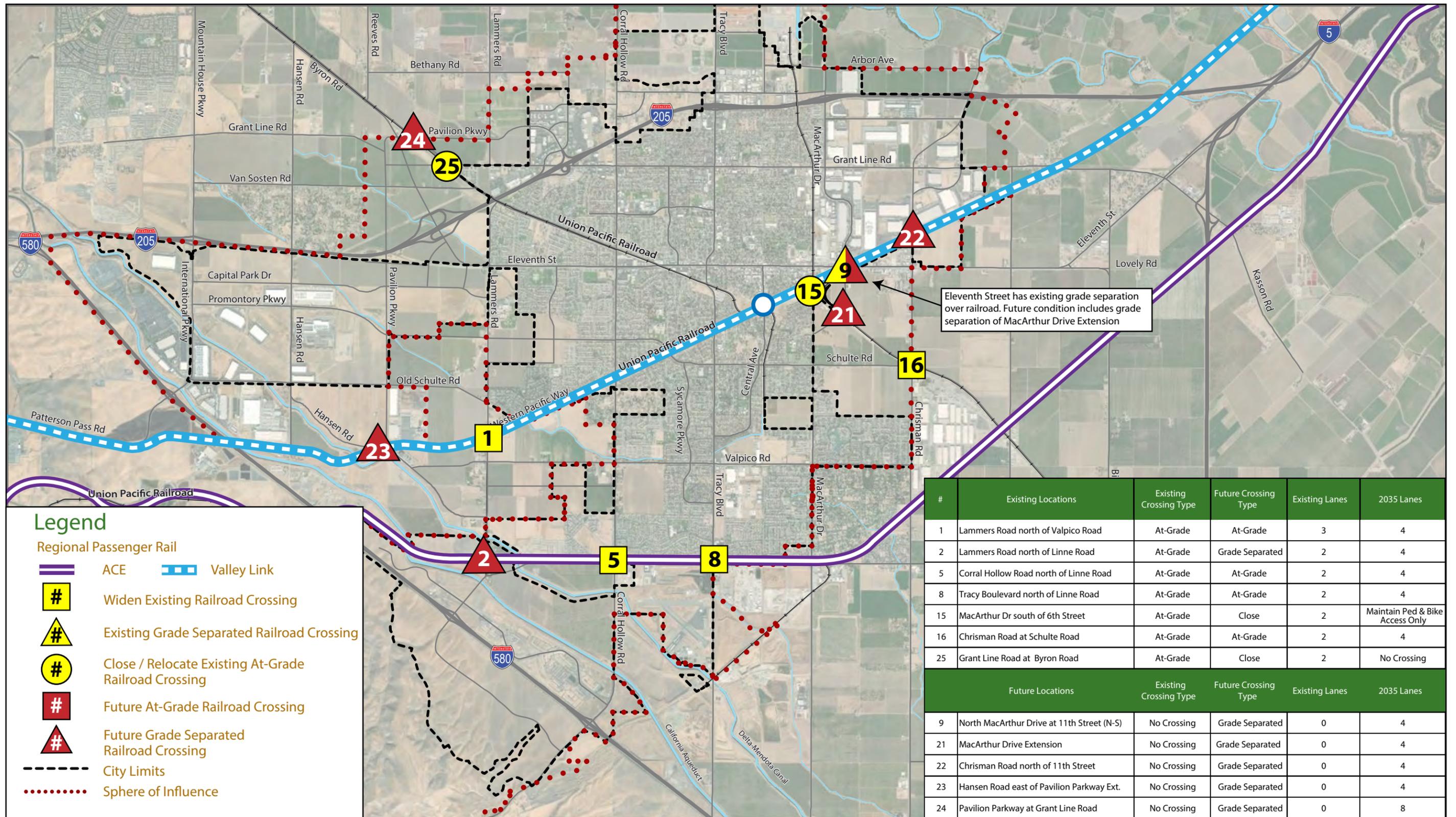
“To provide an outstanding quality of life by enhancing the City’s amenities, business mix and services and cultivating connections to promote positive change and progress in our community.”

Project Location



Project Location Aerial





Source: ESRI, Kimley-Horn



Figure 4.12: Railroad Crossings - Improvements and Future Locations

City of Tracy Transportation Master Plan

*Based on our recent discussions with RR, Location 1 and 16 will be above grade crossings and not at-grade as shown in the exhibit

INFRASTRUCTURE – DOT

Prologis has invested over \$200M in new infrastructure (roads, water, sewer, storm, electrical, gas and telecommunications).

Regional Traffic:

- In line with the White House's goals of creating resilience in the supply chain, Prologis' Central Valley team spent over \$1M in the last 4 years merging the City/Tri-County/Caltrans/State traffic models to create a more robust regional travel model.
 - Bought census-tract cell-tracking data and deployed sensors to add real-world inputs to our modeling. Adding the ability to quantify the real-life impacts of our customer's fleets, and how best to maximize future infrastructure investments.

Water:

- Prologis provided the city with over 1,200-acre feet in annual treated water supply (enough water to fill the entire (4.5 acre) area occupied by Tracy High School Football stadium up to 261 feet).
- Prologis has been instrumental in financing the city's recycled water system, installing thousands of feet of recycled pipe.
 - Successfully prepared and funded the \$18 million grant that installed the pump and main system from the city's wastewater treatment plant to Lammers Road and Schulte Road.

PROLOGIS & IPC MOBILITY - TRACY HUB (5902 HOPKINS ROAD) – DOT

- Prologis is proposing a state-of-the-art Mobility Hub at 5902 Hopkins Road in Tracy to provide commercial zero emission fueling services electric vehicle charging services to local fleet customers, including electric vehicle charging and the potential for future hydrogen fueling.
- The proposed hub plans 9688 charging stalls that accommodate vehicles with both a trailer attached (up to 53') and a tractor only.
- The charging technology is direct current fast charging (DCFC) with a max power rating of up to 600kW per port.
- With these charging speeds, drivers will have between 20 minutes and two hours of dwell time, during which they can visit the on-site amenity building outfitted with restrooms, a lounge and light refreshments.
- The site will be staffed 24/7 with security personnel and light operations support to ensure effective and authorized use of the infrastructure.
- The now-vacant site presents an opportunity to reactivate, beautify and implement novel technology in Tracy, positioning the city as an early-innovator in the statewide push to electrify fleets.
- The creation of this hub will support the City of Tracy's, region's and state's transition to clean fuel vehicles. California's trucking industry needs access to a network of chargers to successfully transition to zero-emission trucks. A combination of both behind the fence "depot" facilities and the more publicly-accessible Mobility Hubs gives the Prologis Mobility network optimal coverage to meet customer's charging needs where and when they want it.

PROLOGIS & IPC GRANTS – FEDERAL RAIL ADMINISTRATION AND FEDERAL HIGHWAY

The City of Tracy has received two grants for transportation improvements that enhance IPC.

The first grant is a state Trade Corridor Enhancement Program (TCEP) award the California Transportation Commission (CTC) made to Tracy for the new I-580/International Parkway interchange in 2020. The CTC awarded \$24.884 million to the construction phase of the project. The total cost of the project is \$49.183 million. Prologis' TIMP and City RTIF payments were a source of local match for the grant.

- This grant was a replacement for a 2018 TCEP award of \$12.78 million that was rescinded when the project did not meet environmental clearance deadlines. As part of the negotiations to give those funds back to the CTC, we received a commitment from Caltrans that it would support the project in 2020. Caltrans' support in 2020 was a major reason the project received the \$24.884 million TCEP grant, which is 50% of the project's overall cost. Tracy has advertised the construction phase of the project, with a contractor expected to initiate work in late 2024.

The second grant is a U.S. Commerce Department Economic Development Administration award of \$8.35 million in 2021 to widen International Parkway over the Delta Mendota Bridge to relieve a traffic chokepoint and enhance resiliency. Prologis contributed a match of \$2.1 million, bringing the total project cost to \$10.45 million.

The I-580/International Parkway interchange improvement, along with the I-205/International Parkway interchange improvement project, are part of the Northern California Mega Region's top 12 project priorities. The Northern California Mega Region is an organization made up of the San Joaquin Council of Governments (SJCOG), the Metropolitan Transportation Commission (MTC), and the Sacramento Area Council of Governments (SACOG). The I-580 and I-205 projects comprise the Central Valley Gateway project. The Mega Region has advocated for both federal and state funding for the projects over the last five years. SJCOG has advocated for the projects as part of its annual One Voice trips to Sacramento and Washington, D.C.

ARMY CORPS OF
ENGINEERS
(USACE)

USACE - Army Corps of Engineers

- **USACE Purpose:** to deliver vital engineering solutions, in collaboration with our partners, to secure our Nation, energize our economy, and reduce disaster risk.





Talking Points: USACE - Army Corps of Engineers

Assist with Park Planning, Design, and Construction



NATURE PARK



LEGACY FIELDS



Number: 1 Author: Presenter Notes Subject: Presentation Notes Date: 3/27/2024 5:20:10 PM

USACE focuses on protecting and restoring the Nation's environment including critical efforts along many of our Nation's waterways: Delta, storm drainage, dredging America's waterways, providing recreation opportunities. 200 acres of park land in flood area just north of CA delta.

Civil Works Partnership and Aquatic Habitat Restoration

Tracy owns over 300 acres of land with four varied ecosystems: Grasslands, Open Water, Wet Meadow, and Woodland.

Opportunity for expanded recreation through waterfront access, hiking paths, ADA trail, nature viewing platforms, and environmental education

Seeking partnership to steward the land to provide economic growth and resiliency

SEEKING FUNDING

REQUESTED FUNDING:

\$8.63 Million

TOTAL PROJECT COST:

\$10.0 Million

OTHER FUNDING SOURCES:

Other Grants- \$1.37 Million

TRACY NATURE PARK - PHASE 1

TRACY / SAN JOAQUIN LOCATION

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION OF REQUEST

- As part of a land exchange between the City of Tracy and the General Services Administration, a "Park Covenant" was agreed upon that land including the project site, must be maintained and operated as a public park or public recreation area into perpetuity. The Nature Park project is a catalyst project for meeting the City's obligation with the Federal Government.
- In late 2018, a grassroots effort led by the "Tracy Nature Parks Advocates", a local non-profit organization, convinced the City Council to reallocate \$100,000 towards a new Nature Park capital improvement project. A perfect marriage between a desired use and City-owned land was at hand.
- Two main challenges for the City when seeking grant funding includes the City of Tracy's demographics being a barrier for grant funds allocated for disadvantaged communities (DAC) and/or most P&R projects are designed for improvement/renovations as opposed to new acquisitions/land development projects.
- This project represents a needed and much desired regional amenity during a time where environmental education is imperative and where access to a calming respite is realizable if funding can be accessed.

This supports Tracy City Council "Quality of Life" Strategic Priority

PROJECT DESCRIPTION

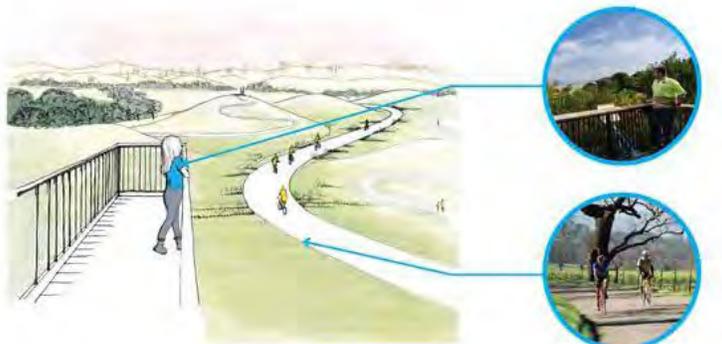
- The Nature Park is in North Tracy on 86 acres of City-owned land, north of I-205.
- Included in this regional amenity will be:
 - Four varied ecosystems: Grasslands, Open Water, Wet Meadow, and Woodland.
 - Miles of hiking paths including a walking loop with bridge and ADA accessible trails with seating and an overlook.
 - Elevated walkway with viewing platform
 - Interpretive signage and educational opportunities.
 - Prefabricated composting restroom
 - Windbreak trees and native understory plantings.



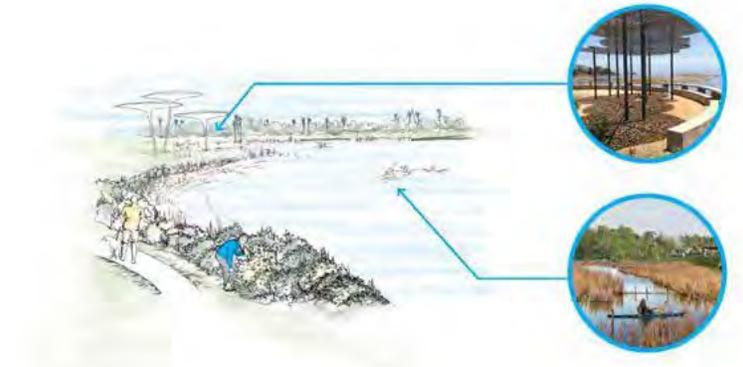
TRACY NATURE PARK PHASE 1



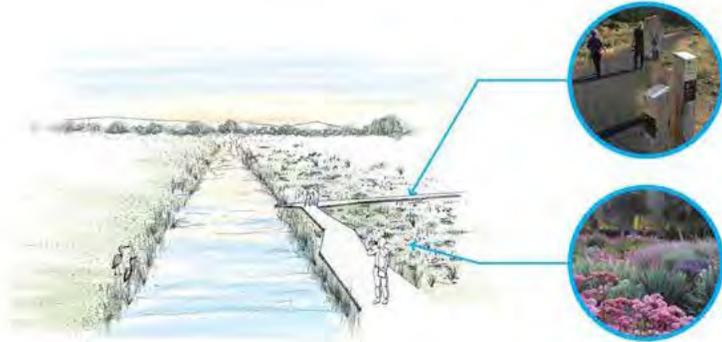
EXPERIENCES



TRAILS



WATERFRONT ACCESS



ENVIRONMENTAL EDUCATION



VIEWING PLATFORMS

ENVIRONMENTAL
PROTECTION
AGENCY (EPA)

Environmental Protection Agency

- **EPA Purpose:** to protect human health and the environment.





Think Inside the Triangle™

Talking Points: EPA



Stormwater Trash Full Capture System



Implementation of Climate Action Plan



Developing Energy Efficient Infrastructure



Develop Warehouse Environment Sustainability Ordinance



Protect groundwater and delta; promote use of recycled water



Streamline NEPA approval process

Stormwater Trash Full Capture System

The funding request is to support the installation of in-stream and on-site full-trash capture equivalent devices in order to comply with the 2015 Statewide Trash Policy.

Devices will include screens on existing storm pump stations that meet the required equivalencies and in-stream racks that remove trash from open channel ways and stormwater conveyance systems.

Implementation of Climate Action Plan

Solar, wind, hydrogen fueling, electric fleets, and carbon capture industries

Developing Energy Efficient Infrastructure

Tracer Bus Maintenance Facility and Land Acquisition: seeking grants that will help build City's zero-emission fleet and

Adding electric vehicles to City fleet and charging stations to City Facilities

Develop Warehouse Environment Sustainability Ordinance

Protect groundwater and delta; promote use of recycled water

Streamline NEPA approval process

BUILDING ENVIRONMENTALLY SUSTAINABLE AND RESILIENT COMMUNITY PLATFORMS

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

- The City's International Park of Commerce (IPC), an 1,800-acre master planned business park and regional cradle of economic activity, is more than half built out.
- The Tracy Industrial Areas Specific Plan areas consist of approximately 685 acres of land within the City of Tracy, California. The nine different parcels are located in the east and south portions of the community.



SEEKING FUNDING

- Support for **DIRECT** Local Funding
 - ✓ Environmental Sustainability Programs
 - ✓ Climate Action Response
 - ✓ Warehouse Environmental Impact Policies

- ✓ City Council recently formed an Environmental Sustainability Commission.
 - Climate, Air and Energy
 - Stormwater
 - Urban Forest and Biodiversity
 - Consumption and Waste; including Recycling
 - Water and Conservation



SEEKING FUNDING

REQUESTED FUNDING:

- \$10,000,000

SECURED FUNDING:

- \$500,000

FULL TRASH CAPTURE EQUIVALENT SYSTEMS - UNFUNDED MANDATES

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major Interstates 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

The City of Tracy is the 2nd most populous city in San Joaquin County with a population of 98,601 and is a Phase II Municipal Separate Storm Sewer System designated permittee.

The City is located in the southern portion of the Sacramento – San Joaquin Delta and must comply with Statewide Trash Control mandates.

The City is in Region 5 of the State Water Quality Control Board (Cal-EPA division) and chose Track 1 to comply with the trash provisions.

The City has until 2028 to install the necessary full trash capture equivalent devices in its stormwater conveyance system to be compliant with the unfunded mandate.

This supports Tracy City Council Strategic Priority for "Quality of Life"

'To provide an outstanding quality of life by enhancing the City's amenities, business mix, and services...to promote positive change and progress in our community.'



PROJECT DESCRIPTION

- The funding request is to support the installation of in-stream and on-site full-trash capture equivalent devices in order to comply with the 2015 Statewide Trash Policy.
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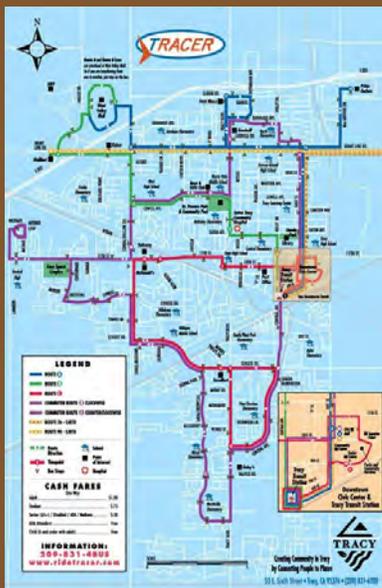
FEDERAL TRANSIT ADMINISTRATION (FTA) TRACER BUS MAINTENANCE AND STORAGE FACILITY

TRACY, SAN JOAQUIN COUNTY BACKGROUND:

- The City of Tracy is centered in a triangle formed by the major interstates of 580, 205 and 5, 68 miles south of Sacramento and 60 miles east of San Francisco.
- By 2030, Tracy's current population of 98,601 is expected to reach 109,000.

JUSTIFICATION

- Tracer Bus is the public transportation provider for the City of Tracy. Its fleet is expanding and requires a new site to meet current and future requirements for services and maintenance demands, to improve technology capabilities, and to install infrastructure to meet zero-emission bus regulations.
- Tracer currently shares 7 acres with the City of Tracy's Public Works yard to store and maintain vehicles, but the location can no longer accommodate the transit programs.
- Tracer currently leases additional storage and maintenance space; however, due to increasing demands for service, further expansion is necessary.



- • 3 additional routes were added in August 2023 to meet the demands of new development in the south Tracy area, including a shuttle service that connects riders to the ACE Train.
- • Ridership continues to grow at a rate of approximately 20% per year.

DEPT OF TRANSPORTATION

REQUESTED FUNDING:

- \$30 million - \$40 million

TOTAL PROJECT COST:

- \$45 million - \$50 million

PROPOSED SITE SELECTION

ACQUISITION & DESIGN

- 27,000 square foot maintenance facility for vehicle maintenance and repair activities, including:
 - Preventative maintenance
 - Component replacement and minor repairs
 - Tire changing
 - Major body repairs and painting
 - Parts inventory and storage
 - Bus wash
- 7,000 square foot transit operation center, designed to meet zero emission standards, to accommodate:
 - Expanded dispatching and communications operations.
 - Training and conference rooms for Tracer bus drivers and regional partners.
 - Office space
 - Employee and visitor parking (with solar canopies)
- Fueling infrastructure for no-emission vehicles.
- Secured parking for transit buses.

ESTIMATED TIMELINE:

- 2023/24 - Site selection, environmental studies, purchase (In Process)
- 2024/25 - Design and engineering
- 2025/26 - Construction

This supports Tracy City Council Strategic Priority "Quality of Life"

"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."

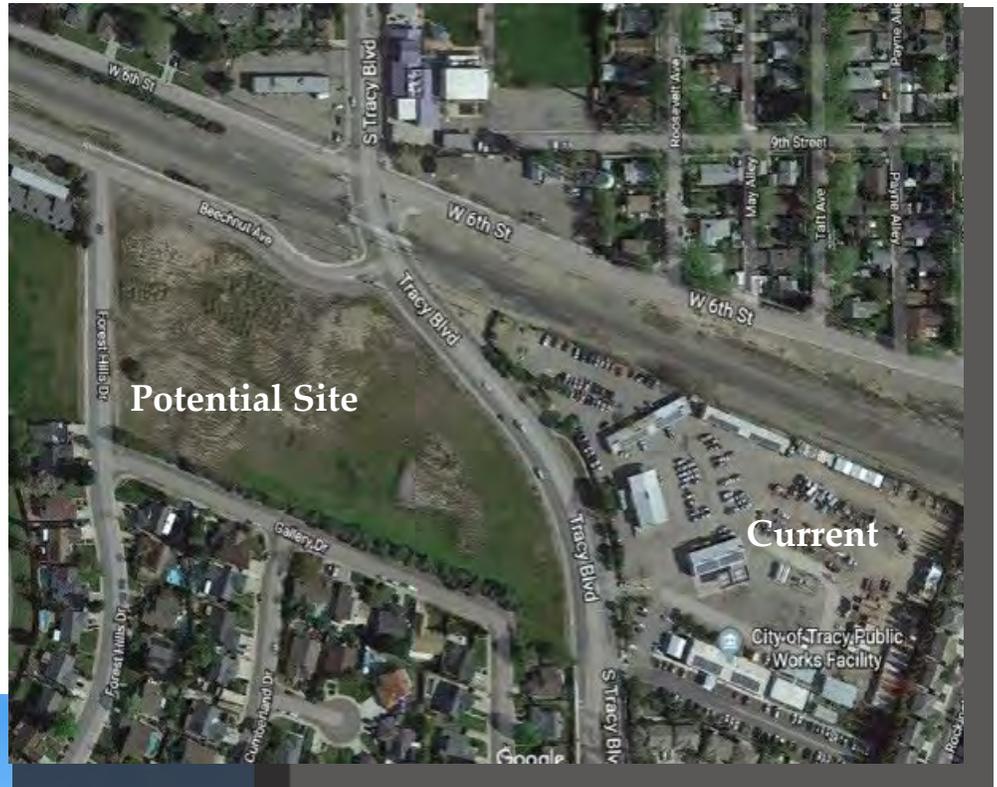


FEDERAL TRANSIT ADMINISTRATION (FTA) BUS MAINTENANCE & STORAGE FACILITY

CURRENT LOCATION AND A POTENTIAL SITE FOR EXPANSION

A potential site for the Tracer Bus Maintenance and Storage Facility is located across the street from the existing site.

This site is ideal as it is located just over ½ mile from the Tracy Transit Station, the main operations hub for the Tracer bus service.



The City has regional transit partnerships with ACE, Valley Link, and others that will promote ridership within the City. A new Bus Storage and Maintenance Facility will provide an opportunity to expand regional growth between the agencies.

SEEKING FUNDING

REQUESTED FUNDING:

\$8.63 Million

TOTAL PROJECT COST:

\$10.0 Million

OTHER FUNDING SOURCES:

Other Grants- \$1.37 Million

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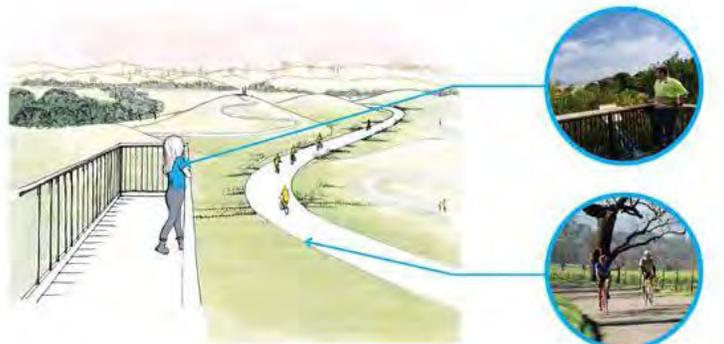
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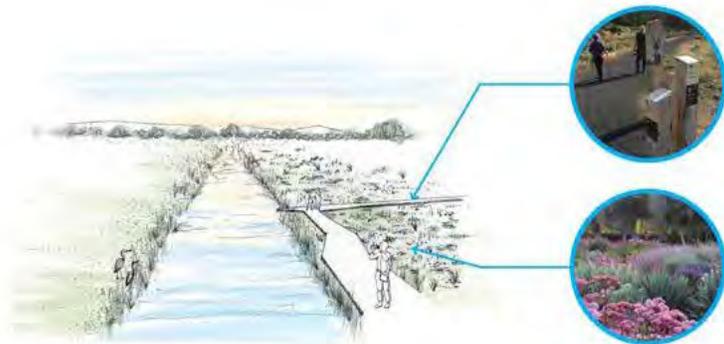
TRACY NATURE PARK PHASE 1



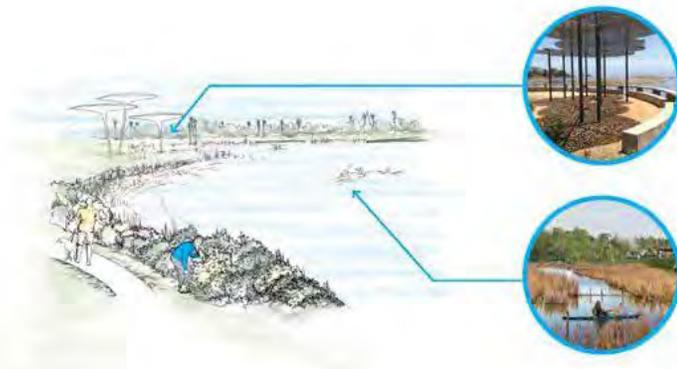
EXPERIENCES



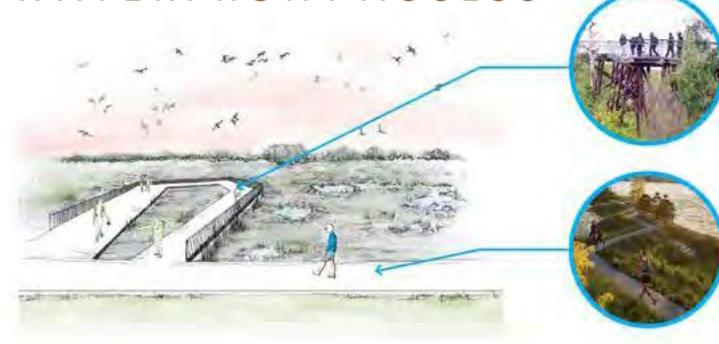
TRAILS



ENVIRONMENTAL EDUCATION



WATERFRONT ACCESS



VIEWING PLATFORMS

PROLOGIS & IPC MOBILITY - TRACY HUB (5902 HOPKINS ROAD) – EPA

- Prologis is proposing a state-of-the-art Mobility Hub at 5902 Hopkins Road in Tracy to provide commercial zero emission fueling services electric vehicle charging services to local fleet customers, including electric vehicle charging and the potential for future hydrogen fueling.
- The proposed hub plans 9688 charging stalls that accommodate vehicles with both a trailer attached (up to 53') and a tractor only.
- The charging technology is direct current fast charging (DCFC) with a max power rating of up to 600kW per port.
- With these charging speeds, drivers will have between 20 minutes and two hours of dwell time, during which they can visit the on-site amenity building outfitted with restrooms, a lounge and light refreshments.
- The site will be staffed 24/7 with security personnel and light operations support to ensure effective and authorized use of the infrastructure.
- The now-vacant site presents an opportunity to reactivate, beautify and implement novel technology in Tracy, positioning the city as an early-innovator in the statewide push to electrify fleets.
- The creation of this hub will support the City of Tracy's, region's and state's transition to clean fuel vehicles. California's trucking industry needs access to a network of chargers to successfully transition to zero-emission trucks. A combination of both behind the fence "depot" facilities and the more publicly-accessible Mobility Hubs gives the Prologis Mobility network optimal coverage to meet customer's charging needs where and when they want it.

INFRASTRUCTURE – EPA

Prologis has invested over \$200M in new infrastructure (roads, water, sewer, storm, electrical, gas and telecommunications).

Regional Traffic:

- In line with the White House’s goals of creating resilience in the supply chain, Prologis’ Central Valley team spent over \$1M in the last 4 years merging the City/Tri-County/Caltrans/State traffic models to create a more robust regional travel model.
 - Bought census-tract cell-tracking data and deployed sensors to add real-world inputs to our modeling. Adding the ability to quantify the real-life impacts of our customer’s fleets, and how best to maximize future infrastructure investments.

Water:

- Prologis provided the city with over 1,200-acre feet in annual treated water supply (enough water to fill the entire (4.5 acre) area occupied by Tracy High School Football stadium up to 261 feet).
- Prologis has been instrumental in financing the city’s recycled water system, installing thousands of feet of recycled pipe.
 - Successfully prepared and funded the \$18 million grant that installed the pump and main system from the city’s wastewater treatment plant to Lammers Road and Schulte Road.

PROLOGIS SUSTAINABILITY – EPA

- Prologis has committed to achieving net zero emissions in our operations by 2030 and across our value chain by 2040.
- Prologis has more than 515 MW of on-site solar generation globally, putting the company more than halfway to its goal of achieving 1 GW of installed solar generating capacity – supported by storage – by 2025.
- Prologis is currently ranked #2 for onsite corporate solar in the U.S., according to the Solar Energy Industries Association.
- Nearly 20% of Prologis' global portfolio (235 MSF) is externally certified as sustainable space (LEED, BREEM, CASBEE, DGNB and WELL). This is an area equal to more than six NYC Central Parks.
- Prologis is a leader in the effort to create commercial fleet charging infrastructure in the U.S. In 2022, the company activated two electric truck charging installations that together can charge 38 Volvo VNR Electric Class 8 battery-electric trucks simultaneously. These facilities are in Southern California (Santa Fe Springs, Calif. And Commerce, Calif.). The company also has projects in Northern California, Chicago, New York and New Jersey.

Prologis buildings in the Central Valley benefit from sustainable design and construction techniques, while promoting human and environmental health to deliver measurable benefits to the customers and the communities they are built in.

Sustainable Building Certifications:

- All new Prologis buildings are designed and developed with a goal of certification (e.g. LEED). IPC 16, Prologis' latest development at IPC, achieved LEED Gold certification.
- Existing and new buildings are upgraded with LED lighting, rooftop solar/renewable energy, cool roofs, smart meters, electric car charging for employees, and water-saving solutions
 - For example, cool roofing, which is essentially white roofs on industrial buildings, reduces energy costs up to 52%, increases employee comfort inside the building, and decreases air pollution levels through reduced HVAC usage.
 - Our industry-leading, energy-efficient buildings cost less to operate, reducing overall occupancy costs and usage for our customers.

Prologis Solar in Tracy:

- PLD's first solar project in CV was Amazon in Tracy which (August 2018)
- 3 canopies installed at the new IPC Office
- 13.8 MW installed / 9 buildings
- 16.2 GWh of yr 1 generation of installed assets
- 5.1 MW under contract or under construction across 3 buildings
- 20.3 MW of pending pursuits across 8 buildings

For context, 16.2 GWh of power generation is enough to power around 1,400 homes (which is approximately the number of homes that will be built in Tracy over the next 5 years!)

CONGRESS
AND
SENATE

ALL LEGISLATORS

Senator Laphonza Butler

Senator Alex Padilla

Congressmember Josh Harder

Congressmember John Duarte

Congressmember Mark DeSaulnier

Congressmember Eric Swalwell

March 28, 2024



30



Valley Link Rail



Direct funding for
Highways and
local programs



Increase/expand
funding for
homelessness
services



Streamline NEPA
process



Earmark program:
Fire Training Facilities

All
Legislators



Think Inside the Triangle™

Actions for City Council

Receive an informational update on the City's 2024 legislative and lobbying activities

April 02, 2024

32

April 2, 2024

Agenda Item 3.D

RECOMMENDATION

Consider and Determine, by Motion, Response to Notice of Brown Act Violation and Request to Cure or Correct and Cease and Desist from Steve Nicolaou dated March 5, 2024.

EXECUTIVE SUMMARY

At its special meeting of July 5, 2023, the City Council held, in relevant part, two closed session agenda items pursuant to Government Code section 54956.9. The agenda items at issue are 5.B - "Conference with Legal Counsel – Existing Litigation" regarding *Mitracos v. City of Tracy* and 5.C. - "Conference with Legal Counsel – Anticipated Litigation."

On March 5, 2024, Steve Nicolaou sent the City Council correspondence entitled "Illegal Meeting of July 5, 2023 in Violation of the Brown Act" ("Demand Letter"). Under the Ralph M. Brown Act ("Brown Act"), the City has 30 days from receipt of the letter to provide a written response. This item is for the City Council to consider and determine a written response by the deadline of April 4, 2024.

BACKGROUND

Mr. Nicolaou's specific allegations are the following:

- 1) The City Council unlawfully held two closed sessions (Items 5.B and 5.C) pursuant to Government Code section 54956.9 during the July 5, 2023 meeting; and,
- 2) The closed sessions were unlawful because the City Council did not have its legal counsel present during the closed sessions due to the City Attorney's status with the California Bar.

Mr. Nicolaou's requested cures for the above allegations are that:

- 1) The Council acknowledge it unlawfully conducted two closed sessions on July 5, 2023;
- 2) The Council unconditionally commit to cease and desist from taking such action in the future;
- 3) The City produce all documents sent to Council related to those closed sessions; and
- 4) Agreement that the Council, City Clerk, and City Attorney attend a 2-hour Brown Act presentation.

ANALYSIS

The Brown Act requires that city councils hold their meetings open to the public except as expressly authorized by the Act. (Gov. Code sections 54953 & 54962). The "pending litigation" exception found at Government Code section 54956.9 creates an exception to the

Brown Act's open meeting requirements for meetings with legal counsel to confer with or receive advice from its legal counsel regarding pending litigation. The Attorney General has opined that closed sessions held under the "pending litigation" exception to the Brown Act require legal counsel to be present to lawfully hold the closed session. However, "legal counsel" is not limited to just the City Attorney, and can include special or outside counsel retained by the City to handle specific litigation or matters.

Regarding the Demand Letter, to the extent it demands the City Council "cure and correct" any action from July 5, 2023, such demand is untimely. Government Code section 54960.1 governs demands for "cure and correct" and requires that such demands be made within either 30 or 90 days (depending on the action) from the date the action was taken. (Section 54960.1(c).) To the extent the Demand Letter demands the Council "cease and desist" from certain action, such a demand is timely in compliance with Government Code section 54960.2(a)(2).

In compliance with the Brown Act and the Attorney General, the City Council did have its legal counsel present during those identified closed sessions. The City retained special counsel, Kevin Siegel of Burke, Williams, and Sorensen LLP, to represent the City in those matters. Mr. Siegel was present during those closed sessions and was the City's legal counsel on those matters. Ms. Patel's temporary inactive status does not diminish the fact that the Council had its legal counsel, Mr. Siegel, present during the closed session. Additionally, official or necessary staff are authorized to be in closed session. Therefore, in compliance with Government Code section 54956.9, the Council held lawful closed sessions for Items 5.B and 5.C during the July 5, 2023 meeting. Accordingly, there was no Brown Act violation

With that said, while the Council did not violate the Brown Act on July 5, 2023, there is no disagreement with Mr. Nicolaou's legal assertion that legal counsel must be present during closed sessions held pursuant to Government Code section 54956.9. Since the Demand Letter was brought in accordance with Government Code section 54960.2 to cease and desist from certain action, there is "safe harbor" language the Council may adopt which procedurally bars Mr. Nicolaou from bringing suit. (Government Code section 54960.2(c)(3).) In an effort to thwart litigation, the proposed response includes that safe harbor language, which states that the Council unconditionally commits to cease and desist from holding closed sessions pursuant to Government Code section 54956.9 without the presence of its legal counsel. This commitment is done without admitting any liability or wrongdoing.

A proposed letter response documenting the above is attached for the City Council's consideration and action.

Prepared by:

John M. Natalizio, Best Best & Krieger, LLP

Attachments:

Attachment A: The March 5, 2024 Demand Letter

Attachment B: Draft Response to Notice of Brown Act Violation and Request to Cure or Correct and Cease and Desist from Steve Nicolaou dated March 5, 2024

Steve Nicolaou

Attorney At Law

445 W. 11th Street, Suite C
Tracy, California 95376

March 5, 2024

VIA ELECTRONIC MAIL ONLY

City of Tracy City Council
E-mail: tracycitycouncil@cityoftracy.org

Bijal M. Patel, City Attorney
E-mail: attorneyv@cityoftracy.org

Re: Illegal Meeting of July 5, 2023 in Violation of the Brown Act

Dear City Council and City Attorney Patel,

On behalf of myself as a resident, taxpayer, and business owner in the City of Tracy, I write once again to the City Council of the City of Tracy to inform you of violations of the California Open Meeting Law, also known as the Ralph M. Brown Act (the "Brown Act", Gov. Code § 54950, et seq.). The need for this letter arises from the recently submitted Claim for Damages filed by Surland Communities (the "Claim") and the oral comments by attorney Clarence Chan on behalf of Tracy resident John Arrington (the "Comment") at a recent meeting of the City Council, both of which bring to light the fact that the City Council met in secret *illegally* in July 2023.

In compliance with the Brown Act, please consider this a formal demand that the City Council cure or correct these violations by (1) a formal recognition that the City Council did unlawfully conduct two closed sessions on July 5, 2023 and an unconditional commitment to cease and desist from such action; (2) delivery of all documents sent to the City Council related to Items 5.B and 5.C of the July 5, 2023 City Council closed session agenda pursuant to the California Public Records Act, since those records are not protected by either the attorney-client privilege or closed session privilege; (3) an agreement that the entire City Council, City Clerk's office, and City Attorney's office will attend a two-hour Brown Act presentation by a qualified nonprofit legal services organization (such as the First Amendment Coalition, California League of Cities, etc.) within 90 days. You have 30 days from the receipt of this demand to take the above corrective actions.

As noted above, and as the City Council is well aware, on July 1, 2023, the State Bar of California determined that City Attorney Bijal Patel was not eligible to practice law in the State of California. As a licensed attorney myself, I am confident this suspension was preceded by numerous elections and likely mailed notices. To be clear, the deadline she has stated she missed was January 31, 2023. Undoubtedly, City Attorney Patel was warned numerous times between January 31 and her suspension on July 1st. This status was not modified until August 1, 2023. Nonetheless, during that month, she continued to unlawfully "act" as City Attorney and practice law despite it being unlawful to do so. Indeed, on July 5, 2023, she even met with the Council in closed session to discuss Items 5.B and 5.C, under "Conference with Legal Counsel" per Government Code section 54956.9 ("Section 54956.9"). These secret meetings were clearly unlawful and violations of the Brown Act because Ms. Patel was ineligible to act as the City Attorney during that timeframe.

City of Tracy City Council
Bijal Patel, City Attorney
March 5, 2024

The Brown Act requires that the meetings of local legislative bodies be open to the public, except as otherwise provided. (Gov. Code § 54950.) Further, the general rule is all deliberations and actions must occur in public. Transparency is the rule, not the exception. Violations of the Brown Act by council members may constitute misdemeanors. (Gov. Code § 54959.)

Section 54956.9 creates an exception to the Brown Act's open meeting requirements for meetings with legal counsel regarding pending litigation. Section 54956.9 allows "a legislative body of a local agency" to hold "a closed session to confer with, or receive advice from, *its legal counsel* regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation." (Emphasis added.) "Litigation exceptions to the Ralph M. Brown Act's open meeting requirements ... must be strictly construed." (71 Ops. Cal. Atty. Gen. 96, 105 (1988).) The Attorney General has also made it clear that the "litigation" closed session exception can only be used by a local agency to hear from its own attorney who must be present:

Lastly, it should be emphasized that the purpose of the pending litigation exception is to permit a body to meet with its attorney under certain defined circumstances. If the attorney is not present (either in person or by teleconference means), the closed session may not be conducted.

("The Brown Act," California Attorney General (2003), p. 40.)

In addition, Section 54956.9 establishes that the general rules of attorney-client privilege are irrelevant in deciding whether meetings by the governing board of a local agency may be held in closed session. According to a provision added to 1987: "For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter." (Stats. 1987, ch. 1320, § 5, p. 4765.) "Thus, by statute, generally applicable principles of attorney-client privilege cannot provide the answer to the question before us. Instead, we must look to the text of section 54956.9." (*Shapiro v. Board of Directors* (2005) 134 Cal.App.4th 170, 180 ["*Shapiro*"].)

In *Shapiro*, a board of directors of a nonprofit corporation created by a city met in closed session with legal counsel for the city's redevelopment agency. A city resident challenged that decision because the city's attorney was not also the board's attorney. (*Id.* at 177-178.) While the board attempted to argue that it was an "agent" of the city, the Court of Appeal found that, according to the clear terms of Section 54956.9, the general rules of attorney-client privilege do not apply to determine whether a meeting with legal counsel can be held in closed session. (*Id.* at 181-182.) The Court of Appeal also noted that it must "narrowly interpret exceptions to the Brown Act's open meeting requirements," (*id.* at 185) and the Brown Act does not expressly authorize one local agency to delegate to a second local agency the authority to meet in closed session with legal counsel. (See also 62 Ops. Cal. Atty. Gen. 150, 151-152 (1979) [opining that a meeting between two adverse parties and their counsel to settle potential litigation is not justified by the then implied exception to the Brown Act permitting a legislative body to meet with its attorney in closed session, nor are negotiations with adverse counsel encompassed, as their basic purpose is inconsistent with the protection of confidential communications between a party and his attorney].)

Here, the facts are indisputable: the City Attorney was not authorized to practice law in California between July 1, 2023, and August 1, 2023. During that time, she was not allowed to engage in the

City of Tracy City Council
Bijal Patel, City Attorney
March 5, 2024

practice of law and certainly not allowed to conduct a closed session under Section 54956.9 as the City's counsel. As a result, the City Council improperly met in closed session under "Conference with Legal Counsel" on July 5, 2023, without it actually having an attorney present. Simply, in order to confer with legal counsel there must be a legal counsel (i.e., attorney) present. Here the City Council met in secret without an attorney present. To quote the California Attorney General "If the attorney is not present (either in person or by telecommunications), the closed session may not be conducted." Notably, Ms. Patel, who is a City officer, and a lawyer, knew she was not allowed to practice law at that time.

Therefore, the City Council's actions on July 5, 2023 were unlawful and violations of the Brown Act. Because both Items 5.B and 5.C were agendaized and acted upon in violation of the Brown Act, all documents and correspondence related to those items are not shielded from the public by way of either the attorney-client privilege or closed session privilege. As such, I request that all records allegedly sent to or provided to the City Council related to Items 5.B and 5.C be produced under the California Public Records Act within 10 days. While I would prefer that any such records be delivered to me via e-mail, if there is a cost associated with such production, please alert me and I will provide appropriate payment.

The above actions demonstrate flagrant and possibly willful violations of the Brown Act and its requirements by the City Council and the City Attorney. The City must take corrective actions within thirty days, as described above, both to comply with the Brown Act and to restore public trust. The citizens of the City of Tracy deserve a City Council that does not repeatedly violate open meeting laws.

As provided by Government Code sections 54960 and 54960.2, you have 30 days from the receipt of this demand to provide an unconditional commitment to cease, desist from, and not repeat this action. If you fail to do so as demanded, such inaction may leave me with no recourse but to seek a judicial invalidation of the challenged action pursuant to Government Code sections 54960 and 54960.2, in which case I would also ask the Court to order you to pay my court costs and reasonable attorney fees in this matter, pursuant to Government Code section 54960.5.

Note I am also providing this letter to the State Bar and District Attorney to request this continuing illegal conduct be investigated.

Sincerely,



STEVE NICOLAOU

cc: State Bar of California
District Attorney, County of San Joaquin



John M. Natalizio
Associate
(213) 542-3862
john.natalizio@bbklaw.com

April 2, 2024

VIA E-MAIL & U.S. MAIL

Steve Nicolaou
445 W. 11th Street, Suite C
Tracy, California 95376
Email: stevenicolaou@yahoo.com

Re: City of Tracy Response to Notice of Brown Act Violation and Request to Cure or Correct and Cease and Desist

Dear Mr. Nicolaou:

This letter is on behalf of the City Council of the City of Tracy (“City Council” or “Council”) in response to your correspondence entitled “Illegal Meeting of July 5, 2023 in Violation of the Brown Act,” dated March 5, 2024. Your correspondence alleges that the City Council violated the Ralph M. Brown Act (“Brown Act”) by holding “pending litigation” closed sessions pursuant to Government Code section 54956.9 during the July 5, 2023 meeting. Specifically, you allege that the Council was unauthorized to hold closed session on Items 5.B and 5.C. Your basis for this allegation is founded upon your contention that City Attorney Bijal Patel was not eligible to practice law in July 2023 and therefore no “legal counsel” was present as required under Government Code section 54956.9.

You requested that the City Council “cure or correct” these violations by (1) formally recognizing that the Council unlawfully conducted two closed session on July 5, 2023; (2) making an unconditional commitment to cease and desist from such action; (3) delivering all documents sent to the City Council related to Items 5.B and 5.C; and (4) agreeing that the City Council, City Clerk’s Office, and the City Attorney’s Office will attend a two-hour Brown Act presentation. While your demand letter requests the Council to “cure or correct” the alleged violation as set forth above, your concluding paragraph states the demand is brought pursuant to Government Code section 54960.2.

The City Council takes the Brown Act seriously and has given substantial consideration to your concerns. The City Council’s goal is to ensure that the public is given a full opportunity to participate and is committed to transparency, good governance, and compliance with the Brown Act. In furtherance of adhering to and promoting the intent and substance of the Brown Act, the City Council responds as follows:

1. Any Demands to Cure and Correct Are Untimely

To the extent your letter demands the City Council “cure and correct” any action from July 5,

2023, such demand is untimely. Government Code section 54960.1 governs demands for “cure and correct” and requires that such demands be made within either 30 or 90 days (depending on the action) from the date the action was taken. (Section 54960.1(c).) Therefore, no action will be taken to address your untimely demand to cure or correct. To the extent your letter demands the Council “cease and desist” from certain action, such a demand is timely in compliance with Government Code section 54960.2(a)(2) and the Council will address those demands.

2. The City Did Not Violate The Brown Act By Holding Closed Sessions On July 5, 2023 Pursuant To Government Code Section 54956.9

Your allegation that the City Council did not have legal counsel present during Items 5.B and 5.C of the closed session agenda on July 5, 2023 is factually incorrect. The agenda items you identify from the July 5, 2023 closed session agenda are 5.B - “Conference with Legal Counsel – Existing Litigation” regarding *Mary Mitracos v. City of Tracy* and 5.C. - “Conference with Legal Counsel – Anticipated Litigation.”

The “pending litigation” exception found at Government Code section 54956.9 creates an exception to the Brown Act’s open meeting requirements for meetings with legal counsel to confer with or receive advice from its legal counsel regarding pending litigation. As you correctly point out, the Attorney General has opined that closed sessions held under the “pending litigation” exception to the Brown Act require legal counsel to be present to lawfully hold the closed session. However, your interpretation of applying “legal counsel” to just the City Attorney is too narrow and requires attributing an impractical limitation that public agencies can never hire special or outside counsel to handle litigation.

In compliance with the Brown Act and the Attorney General, the City Council did have legal counsel present during those identified closed sessions. The City retained special counsel, Kevin Siegel of Burke, Williams, and Sorensen LLP, to represent the City in those matters. Mr. Siegel was present during those closed sessions and was the City’s legal counsel on those matters. Ms. Patel’s temporary inactive status does not diminish the fact that the Council had its legal counsel, Mr. Siegel, present during the closed session. Additionally, official or necessary staff are authorized to be in closed session. Therefore, in compliance with Government Code section 54956.9, the Council held lawful closed sessions for Items 5.B and 5.C during the July 5, 2023 meeting. Accordingly, there was no Brown Act violation.

3. Council’s Unconditional Commitment To Cease And Desist

As stated above, the City agrees that closed sessions held under Government Code section 54956.9 require the presence of the City’s legal counsel. Accordingly, the City has always adhered to and will continue to adhere to this requirement. To that end, and in order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the City Council hereby unconditionally commits that it will cease, desist from, and not repeat the following: The City Council of the City of Tracy will not hold a closed session pursuant to Government Code section 54956.9 without having its legal counsel present.

Steve Nicolaou

April 2, 2024

Page 3

The City Council may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as “Rescission of Brown Act Commitment.” You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

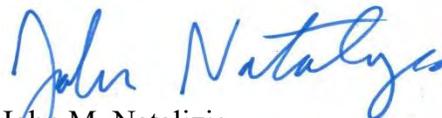
4. Response to Your Requested Remedies

While the Council did not violate the Brown Act on July 5, 2023 since legal counsel was present, in response to your letter and in satisfaction of Government Code section 54960.2, the City Council has unconditionally committed to not hold a closed session pursuant to Government Code section 54956.9 without the presence of its legal counsel.

With respect to the other remedies requested in your letter, they are beyond the scope of what is necessary to address demands to “cease and desist.” The City will not produce privileged documents, and the Council will not take any further action.

Please reach out with any questions.

Sincerely,



John M. Natalizio

BEST BEST & KRIEGER LLP

Special Counsel for the City of Tracy

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council receive an informational report regarding the City of Tracy Police Department's Annual Report for 2023.

EXECUTIVE SUMMARY

The Tracy Police Department has prepared the City of Tracy Police Department's 2023 Annual Report. The report provides the residents of Tracy with a statistical review of the Department's performance, efforts, and accomplishments.

BACKGROUND AND LEGISLATIVE HISTORY

This report is intended to provide statistical information related to crime trends, events, and law enforcement activities for the past year. The statistics serve the role of informing the public about the Department's decisions, but the statistics alone do not give a complete image of the role and activities of the Department's personnel. The Department recognizes the importance of a strong partnership with the community, and it constantly seeks areas of improvement in its delivery of services.

ANALYSIS

During 2023, the Department received 34,905 emergency calls through the 911 system, an increase from the prior year. Department personnel handled 75,648 calls for service which is also an increase from the prior year. Additionally, due to the integration of Crossroads e-Ticket writing software, there was an increase in citations issued from 3,381 to 5,974. The Traffic Safety Unit also saw a significant decrease in fatal traffic collision investigations, responding to 2 fatal collisions in 2023, down from 11 fatal collisions in 2022. Other than 911 calls, the most frequent calls coming into the Police Department's dispatch center are related to disturbances, alarms, Municipal Code violations and suspicious vehicles and persons.

The 2023 annual report from the Tracy Police Department underscores the department's commitment to public safety and community engagement. Throughout the year, the department focused on fostering stronger ties with the diverse Tracy community through various outreach efforts. Transparency was a key principle, with open dialogues and accessible resources ensuring the public remained well-informed about the department's activities. In particular, the Directed Patrol Unit (DPU) stood out for its effectiveness in removing firearms from the streets, significantly reducing criminal activities, and enhancing resident safety. Additionally, equipment/technology upgrades such as the design and build out of a Real Time Information Center (RTIC), Red Dot pistols and new drones, along with specialized training in Active Shooter Response and Tactical Medicine, bolstered the capabilities of patrol teams. The integration of Crossroads e-Ticket writing software and FLOCK Automated License Plate Readers (ALPRs) further improved efficiency in crime reduction efforts and investigations. Furthermore, after the opening of the Temporary Emergency Housing Shelter, final clean-ups were completed through a collaborative effort of Parks and Recreation, Public Works, Code Enforcement, Mobility and Housing, City Attorney's Office, the San Joaquin County District Attorney's Office, Trine Security, Tracy Community Connections Center (TCCC), San Joaquin County Behavioral Health, Operation Helping Hands, Animal Services, Tracy Homeless

Advisory Committee (THAC), South San Joaquin County Fire Authority (SSJCFA), and community stakeholders, under the advisement of Tracy Police Department. As a result, El Pescadero Park, Plascencia Fields (Detention Basin 5), and Detention Basin 4 (24500 S MacArthur Drive) were restored back to their original intended use.

FISCAL IMPACT

There is no fiscal impact associated with this action. This report provides statistical data only.

PUBLIC OUTREACH/INTEREST

This agenda item is a routine operational item and relates to the Department's intent to be transparent and connect with the community in order to inform them of quality-of-life issues, crime trends, success stories, future initiatives, and crime fighting strategies through prevention, intervention and enforcement.

CEQA

This informational item is exempt from review under CEQA Guidelines § 15306.

STRATEGIC PLAN

This agenda item is a routine operational item and relates to the Department's Strategic Plan goal to increase transparency and communication through consistent and clear communication regarding the Department's vision.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational report regarding the City of Tracy Police Department's Annual Report for 2023.

Prepared by: Kaylin Heefner, Police Community Relations Coordinator

Reviewed by: Sekou Millington, Chief of Police
Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

Attachment A: City of Tracy Police Department's Annual Report for 2023
Attachment B: 2023 Annual Report PowerPoint Presentation



Tracy Police Department

2023 ANNUAL REPORT

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52. Volunteer of the Year - Mercedes Lavrinc
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54. Rookie of the Year - Officer Perez-Miranda
55. Officer of the Year - Officer Silva

Message from the Chief



Dear Tracy Community,

As we turn the pages of another year, I am honored to share with you the progress and endeavors of the Tracy Police Department throughout 2023. This annual report serves not only as a testament to our collective efforts but also as a transparent reflection of the challenges and triumphs that have defined our journey.

In the face of evolving societal dynamics, our commitment to public safety and community well-being has remained resolute. Our officers, dedicated professionals, have tirelessly worked to uphold the highest standards of law enforcement while embracing innovation to better serve you.

This year, community engagement has been a cornerstone of our approach. From neighborhood watch programs to outreach initiatives, we have sought to strengthen the bond between our department and the diverse tapestry that is Tracy. Your involvement and partnership have proven invaluable, empowering us to tailor our services to meet the unique needs of our community.

Transparency is a pillar upon which trust is built, and we continue to enhance our communication channels. Open dialogues, town hall meetings, and accessible resources are integral components of our commitment to keeping you informed. Your right to know and understand our actions remains at the forefront of our practices.

In our pursuit of excellence, the Tracy Police Department has embraced technological advancements to augment our capabilities. From predictive analytics to community-oriented platforms, we are leveraging innovation to stay ahead of emerging challenges and provide you with the best possible service.

Yet, progress is not without its share of challenges. The evolving landscape of law enforcement demands adaptability, and we remain dedicated to ongoing training, ensuring that our officers are equipped with the knowledge and skills necessary to navigate complex situations with sensitivity and professionalism.

As we celebrate the victories, let us also acknowledge the areas where improvement is needed. Your feedback is invaluable, and we encourage an ongoing dialogue to address concerns and shape the future of policing in Tracy collaboratively.

In closing, I extend my deepest gratitude to the Tracy community for your unwavering support. Together, we have made strides toward a safer, more inclusive city. The Tracy Police Department remains steadfast in our commitment to serving and protecting, and I look forward to the continued journey ahead.

Sincerely,

Sekou Millington

SEKOU MILLINGTON

Chief of police

Organizational Values

SERVICE

Consistently pursue lasting solutions to problems. Offer feedback that is honest, open, and timely (HOT). Align with and work towards achieving organizational goals. Take a stand against gossip and rumors. Respond promptly to requests and communication. Foster and encourage proactive attitudes.

INTEGRITY

Uphold honesty in both thoughts and actions. Focus on addressing behaviors rather than reputations. Prioritize organizational loyalty over personal loyalties, and place the interests of the organization above personal agendas.

EXCELLENCE

Encourage innovation by advocating for fresh and creative ideas. Take pride in your profession and the Department. Embrace a commitment to continuous learning throughout your career. Strive to consistently perform at the highest level according to the Department's standards. Lead by setting a positive example. Always go the extra mile to meet the needs of the community.



MISSION STATEMENT

The Tracy Police Department aims to keep Tracy a safe place in which to live, work, and invest.

VALUES

The Tracy Police Department works to preserve the safety and high quality of life in Tracy through value-based policing.

F.I.R.S.T. Commitment



FAIRNESS

We advocate for accountability and transparency. Ensuring fair and equal treatment of the public is crucial to sustaining community trust and support.

INTEGRITY

We value honesty and professionalism, emphasizing the need for constant accountability. Integrity is demonstrated by doing the right thing even when no one is watching.

RESPECT

We uphold ethical and honest conduct by treating both the community and each other with dignity. Maintaining the public's trust is essential for the success of our organization, making ethical and honest behavior imperative.

SERVICE

Demonstrating leadership and offering clear guidance: We courageously and honorably serve the community. Achieving this involves modeling leadership and providing clear direction, which is essential for maintaining the confidence and trust of both employees and the community we serve.

TEAMWORK

We highly prioritize teamwork, recognizing its positive influence on work quality, public perception, and overall health and wellness. This collective effort fosters transparency and enhances internal morale.



Tracy Police Executive Staff



Sekou Millington
CHIEF OF POLICE



Mike Richards
Sergeant
OFFICE OF THE CHIEF



Scott Muir
Lieutenant
PROFESSIONAL STANDARDS &
TRAINING DIVISION



Beth Lyons-McCarthy
Manager
BUREAU OF
SUPPORT SERVICES

- Fiscal Management
- Animal Services
- Communications
- Records



Luis Mejia
Captain
BUREAU OF
FIELD OPERATIONS

- Patrol Division
- Special Enforcement Team
- Community Services Division
- SWAT
- Traffic Safety Unit
- Drone Cadre



Octavio Lopez
Captain
BUREAU OF
INVESTIGATIONS

- General Investigations
- Special Investigations
- Hi-Tech Crimes
- Crime Scene Unit

Honorable City Council and City Manager



MAYOR PRO TEM
Ellassia Davis



MAYOR
Nancy Young



COUNCIL MEMBER
Dan Arriola



COUNCIL MEMBER
Mateo Bedolla



CITY MANAGER
Midori Lichtwardt

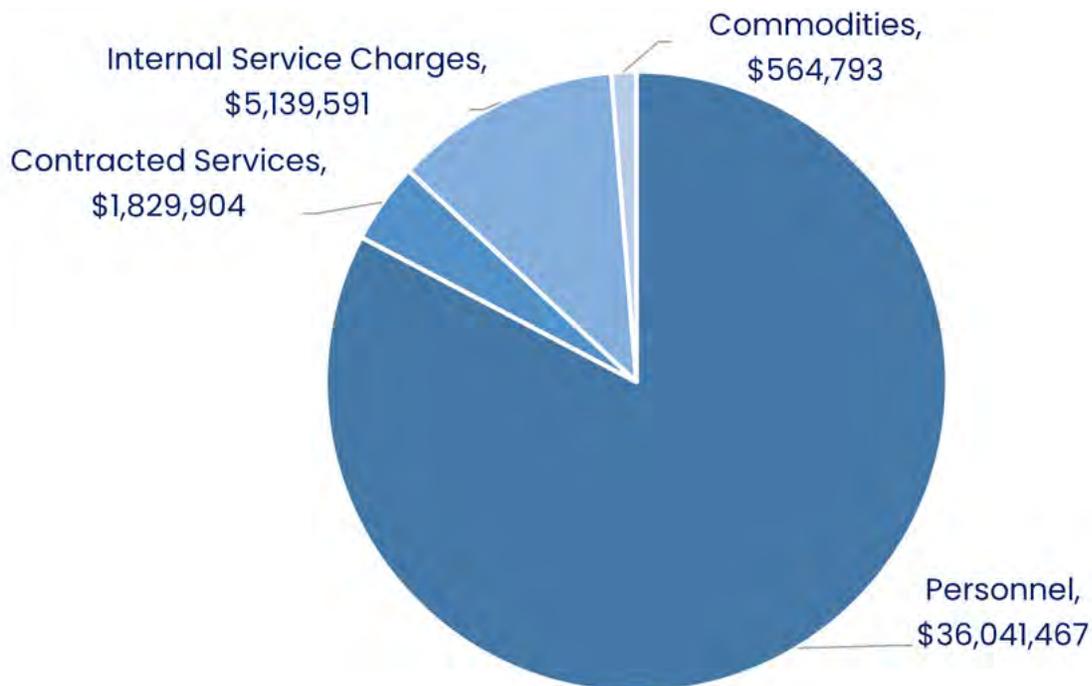


COUNCIL MEMBER
Dan Evans

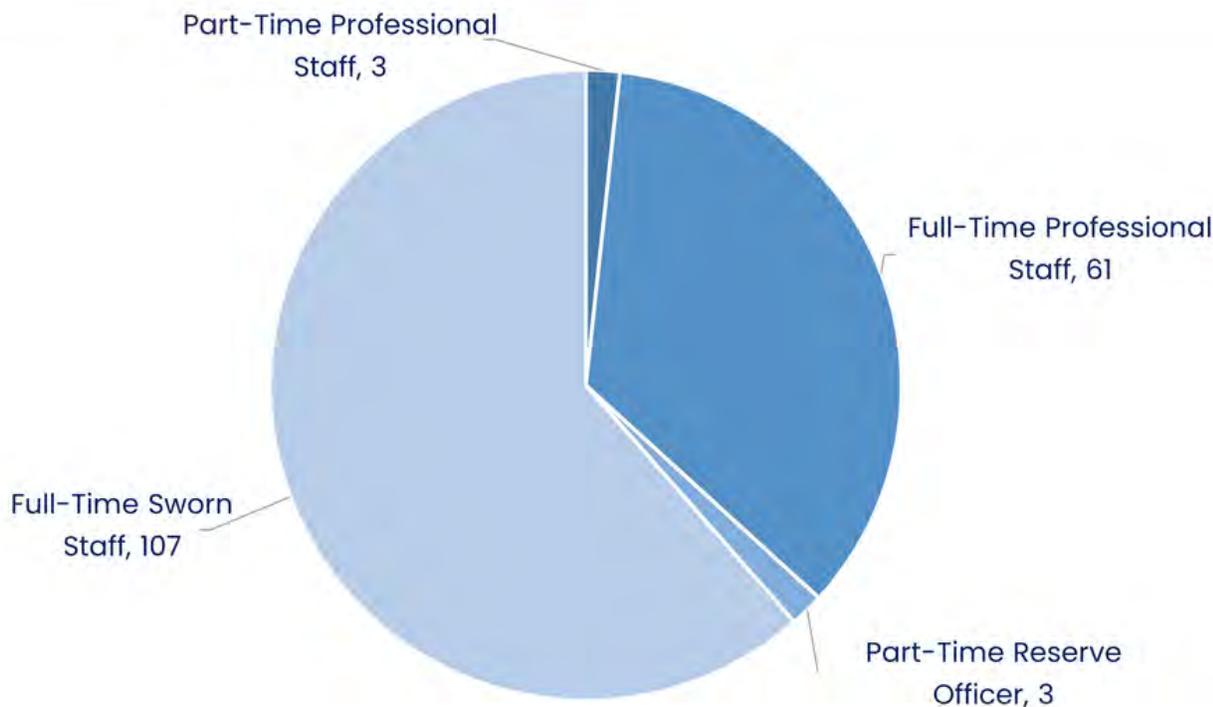
Department Personnel & Budget

The Tracy Police Department budget (\$43,575,755) was allocated to 107 full-time sworn officers, 61 full-time professional staff, 3 part-time reserve officers, and 3 part-time professional employees. The following chart shows the distribution and cost of personnel.

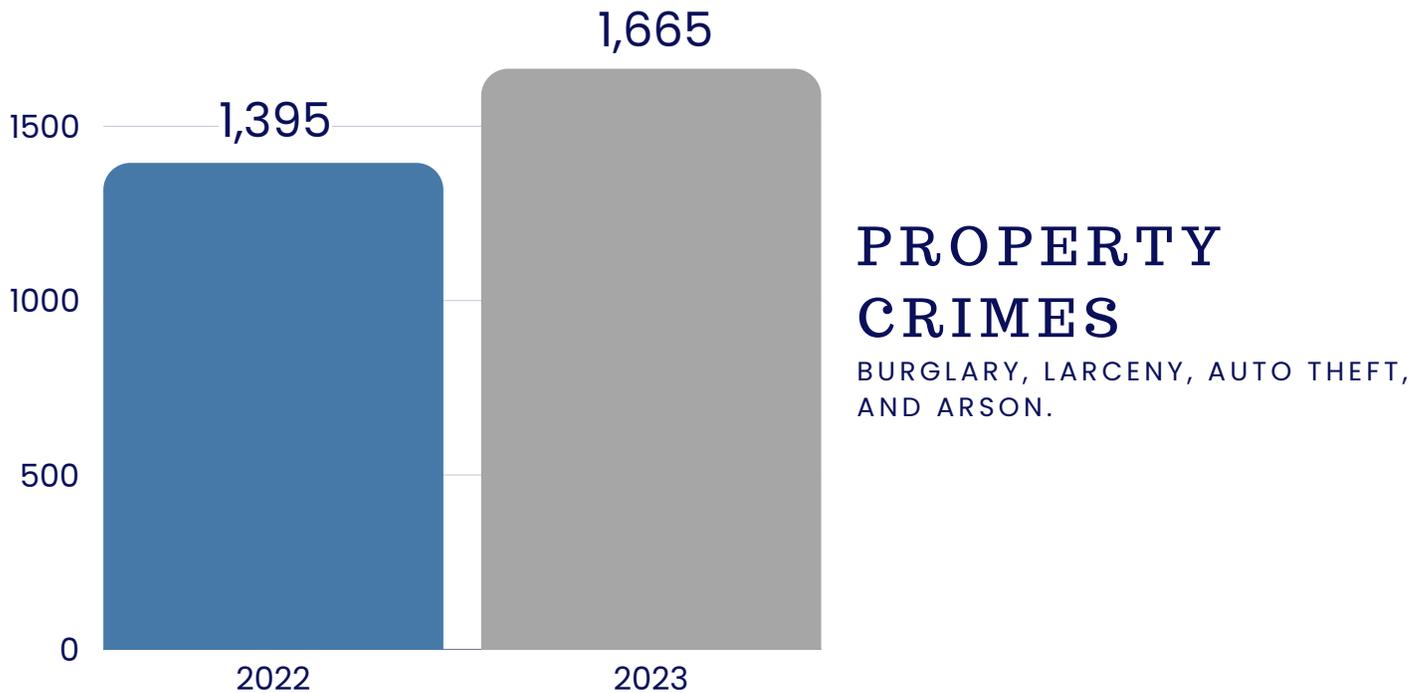
BUDGET ALLOCATION



PERSONNEL ALLOCATION



NATIONAL INCIDENT-BASED REPORTING SYSTEM



NATIONAL INCIDENT-BASED REPORTING SYSTEM

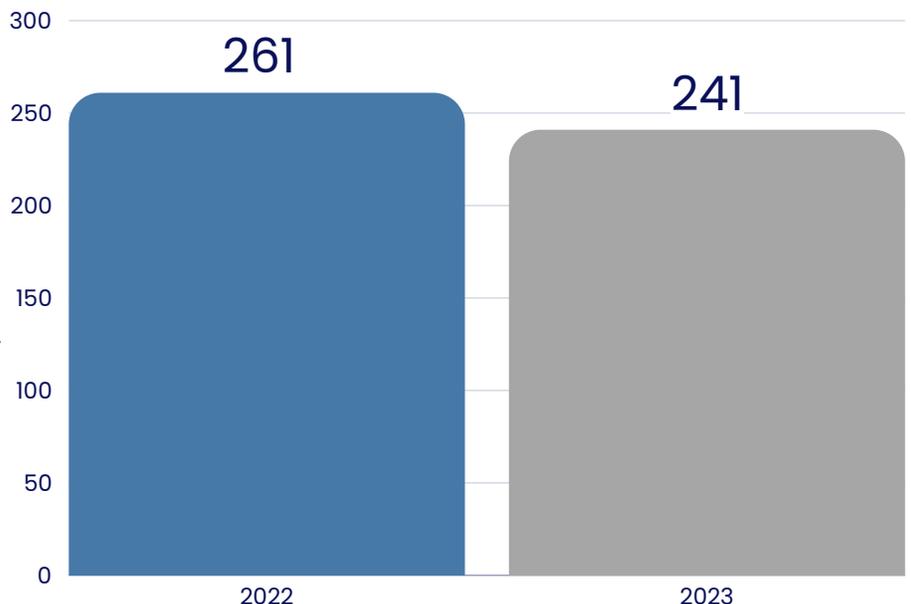
The Tracy Police Department regularly shares its monthly crime data with the Federal Bureau of Investigations (FBI) using the National Incident-Based Reporting System (NIBRS). They categorize crimes into two main groups:

Violent Crimes: These are the most serious offenses, including homicide, sexual assault, robbery, and aggravated assault.

Property Crimes: This category involves crimes related to property, such as burglary, larceny, auto theft, and arson.

VIOLENT CRIMES

HOMICIDE, SEXUAL ASSAULT, ROBBERY AND AGGRAVATED ASSAULT.



OFFICE OF THE CHIEF OF POLICE

The Chief of Police's office is overseen by the Chief of Staff and staffed by the Executive Assistant, a Police Support Services Technician, a Police Community Relations Coordinator, and the Department's Wellness Dog.

In 2023, Sergeant Mike Richards assumed the vacant Chief of Staff role, taking on responsibilities such as disseminating monthly legal update bulletins for changes in case law and proposed legislation affecting the Department. He also established a Media Relations Team that aids in responding to critical incidents that attract media attention. Embracing technological advancements, the Executive Assistant spearheaded the Department's move toward a paperless environment, making forms accessible to the public on our website and updating internal forms to fillable web forms.

In March, the Office of the Chief initiated a pilot program for our first Wellness Dog, Hope, currently managed by the Police Community Relations Coordinator. Throughout the year, Hope has been getting to know Officers and Professional Staff and undergoing obedience training for the American Kennel Club (AKC) Good Canine Certification. While still in training, Hope has started assisting the General Investigations Unit (GIU) in communicating with younger victims and has attended internal Critical Incident Debriefs to offer emotional support to staff.



Mike Richards
Sergeant

“
**May You Be Proud of
the Work You Do, the
Person You Are, and
the Difference You
Make.**

-Abigail Johnson

”

Professional Standards & Training Division

The Professional Standards & Training Division is staffed by a full-time lieutenant and sergeant who oversee the development and maintenance of department policies, training, and administrative investigations. Additionally, they are responsible for audits, compliance processes, and coordinating outside entities that inspect the Tracy Police Department such as Public Health, California Peace Officers' Standards and Training (POST), and the California Department of Corrections and Rehabilitation to help ensure the organization achieves the highest professional standards.

The division oversees all department training, which includes the Field Training Program, firearms instruction, defensive tactics, de-escalation, and professional development. This training includes ensuring compliance with POST and legislative mandates such as CPR, emergency vehicle operations, perishable skills, etc.

Along with overseeing department training, administrative investigations, and department policies, Professional Standards & Training has undertaken the task of overseeing construction improvements at the Tracy PD Firing Range, which is anticipated to be completed by the Fall of 2024.



Scott Muir
Lieutenant

“
**Success is not final,
failure is not fatal: it
is the courage to
continue that counts.**

-Winston Churchill

”

Personnel Investigations

Total: 18

Personnel investigations are conducted by the Professional Standards & Training Division and submitted to the Chief of Police for review.

The Chief of Police believes both uses of force incidents and personnel investigations are of the utmost importance to critically review to ensure compliance with policy and law. This process helps the Tracy Police Department improve, and ensure accountability to the Community who places their trust in the Tracy Police Department.

| Category | Exonerated | Not Sustained | Sustained | Unfounded | Admin. Closure | Pending | Total |
|---------------------------|------------|---------------|-----------|-----------|----------------|---------|-------|
| Administrative Complaints | 2 | 0 | 3 | 0 | 0 | 0 | 5 |
| Citizen Complaints | 1 | 0 | 0 | 0 | 11 | 1 | 13 |

Use of Force

Total: 18

The following shows a statistical review of the use of force by members of the Tracy Police Department and personnel complaints from the community or generated internally.

Each use of force incident is reviewed to ensure compliance with policy, law, training, and best practices. The review process is completed by a member of the department's command staff and each one is reviewed by the Chief of Police.

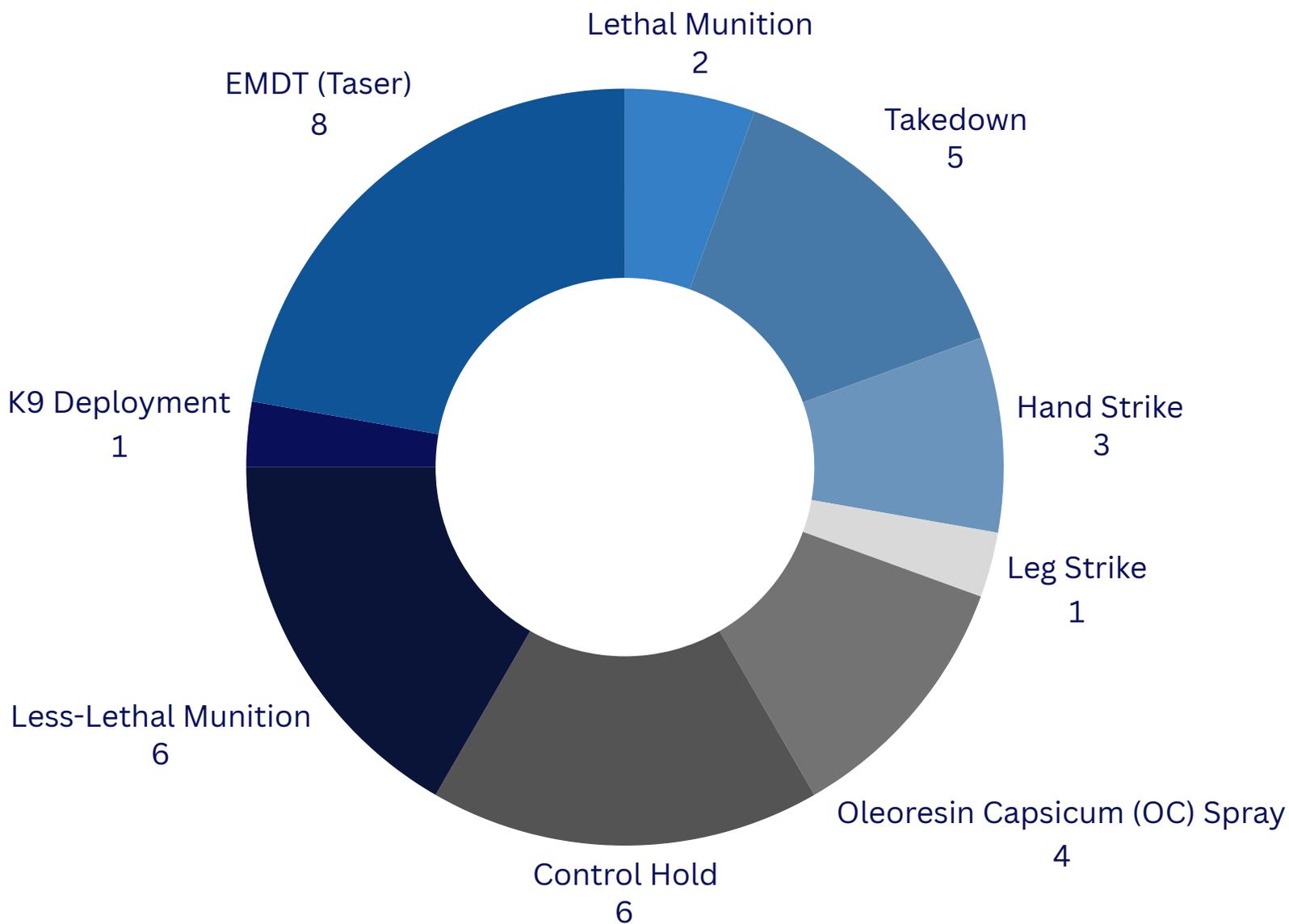
| Suspect Characteristics | | Reason for Contact | | Race/Ethnicity | |
|-------------------------|-----------|-------------------------|-----------|------------------|-----------|
| Suspect Age | Incidents | Reason | Incidents | Race/Ethnicity | Incidents |
| 0-20 | 4 | Calls for Service | 17 | African American | 3 |
| 21-30 | 7 | Self-Initiated Activity | 1 | Hispanic | 8 |
| 31-40 | 5 | | | White | 2 |
| 41+ | 2 | | | Other | 5 |

Types of Force Used

Total uses of force: 18

Total applications of force: 36

Force was used 18 times by Tracy Police in 2023 to arrest or detain subject(s). In some incidents of force, more than one force option was applied to gain compliance.



BUREAU OF FIELD OPERATIONS

The Bureau of Field Operations (BFO) has the most contact with our community, and is led by a captain and five lieutenants who share the leadership responsibilities for completing our operational mission with nine sergeants.

The Bureau of Field Operations includes many specialized units that address a wide variety of policing problems, such as the Special Enforcement Team (SET), Traffic Unit, and Community Preservation Unit.

The backbone of the Bureau of Field Operations is the uniformed police officer who is responsible for providing the round-the-clock “first responder” capability of the Police Department. The officers of the Bureau of Field Operations respond to various types of calls, from parking complaints to homicides, often utilizing various technological advances from Automatic License Plate Readers (ALPR) to Unmanned Aircraft Systems (UAS), commonly referred to as drones, to aid in their response to a call for service.

When not answering calls for service, officers are responsible for enhancing the quality of life through self-initiated activity in enforcing our laws or preventing crime through their interaction with the public.



Luis Mejia
Captain

“
The ability of the police to perform their duties is dependent upon public approval of police existence, actions, behavior, and the ability of the police to secure and maintain public respect.
”

-Sir Robert Peel



Patrol Operations



CALLS FOR SERVICE RESPONSE TIMES

| | |
|-------------------|-------|
| PRIORITY 1 | 9:24 |
| PRIORITY 2 | 17:48 |
| PRIORITY 3 | 25:06 |

The Patrol Division stands as the cornerstone of the Police Department, with uniformed personnel organized into six patrol teams. The Bureau of Field Operations has made substantial strides in accomplishing this year's goals, with a focus on community engagement, officer training, equipment improvement, and adapting to evolving crime trends.

In 2023, the Directed Patrol Unit (DPU) officers were strategically deployed, showcasing outstanding efforts in locating and removing firearms from the streets. Their proactive measures significantly curtailed activities in hotspots, instilling a heightened sense of security among Tracy residents and acting as a visible deterrent during heightened criminal activity.

Patrol Officers continued to bolster community engagement through successful events and educational programs on crime prevention. Notable initiatives included Badges For Books, Dr. Seuss Night, Tracy PAL Robotics & Engineer Clubs, Downtown Block Parties, Java & Jalopies, Tracy PAL Donut Dash 5K, Special Olympics Torch Run, Downtown Farmers Market, Crab Feed Dinner & Dance, Catalytic Converter Etch & Catch, Crosswalk Patrols, Tracy PAL Youth Fitness Class, Sexual Assault Teal Sand Campaign, Community Drone Boot Camp, High School Career Days, Coffee With A Cop, Tracy PAL Youth Baseball Camp, Paint with Tracy PAL, Stuff the Cruiser, and more.

The Department implemented equipment upgrades, including the Red Dot pistol and new unmanned aircraft systems (drones), and provided specialized training such as Active Shooter Response and Tactical Medicine to patrol teams. The successful deployment of the Crossroads e-Ticket writing software and mobile app enhanced efficiency in traffic enforcement, vehicle collision reporting, and RIPA data collection.

Flock Safety ALPRs remained effective in daily crime reduction efforts, resulting in successful investigations, arrests, and stolen vehicle recoveries. Additional tools, such as breaching tools in patrol vehicles, were provided to assist with rescues and gaining access to secured areas.

Upgrades to the patrol fleet included multi-causality trauma kits in several vehicles, identified with a Red Cross for quick identification during medical emergencies. The DARE vehicle was redesigned for community events, and a recruitment vehicle with custom graphics was introduced to support agency staffing needs.

As the Department continued to prioritize Officer and Staff Wellness, it hosted two Family BBQs, launched a partnership with Sigma Health, and welcomed Hope as the new Peer Support Dog.

Special Enforcement Team



The Tracy Police Department Special Enforcement Team (SET) closely collaborates with the Patrol Division and Investigations Units, specializing in street-level enforcement, encompassing gang enforcement, narcotics enforcement, and fugitive apprehension. Their mission revolves around diminishing criminal activity by addressing emerging crimes through both overt and covert operations.

Throughout 2023, SET demonstrated flexibility in adjusting work schedules as required and undertaking diverse tasks and missions. In response to a rise in homicides, SET actively assisted the General Investigations Unit (GIU) in multiple investigations, including the McDonald Park Homicide, Peerless Court Homicide, I-580 @ Corral Hollow Homicide, and Elsinore Homicide. During their collaboration with GIU, SET contributed to various activities, such as interviews, surveillance, evidence collection, apprehension of a murder suspect, and warrant services.

SET initiated a proactive mission involving narcotics and gangs, actively identifying and contacting suspected gang members in and around Tracy.

In one notable instance, SET conducted a follow-up on a case, resulting in the arrest of an individual and the seizure of firearms and ammunition. The acquired information was effectively relayed to GIU, illustrating the successful collaboration between units. SET officers also engaged in surveillance operations at specific restaurants, leading to the apprehension of a suspect responsible for multiple acts of vandalism.

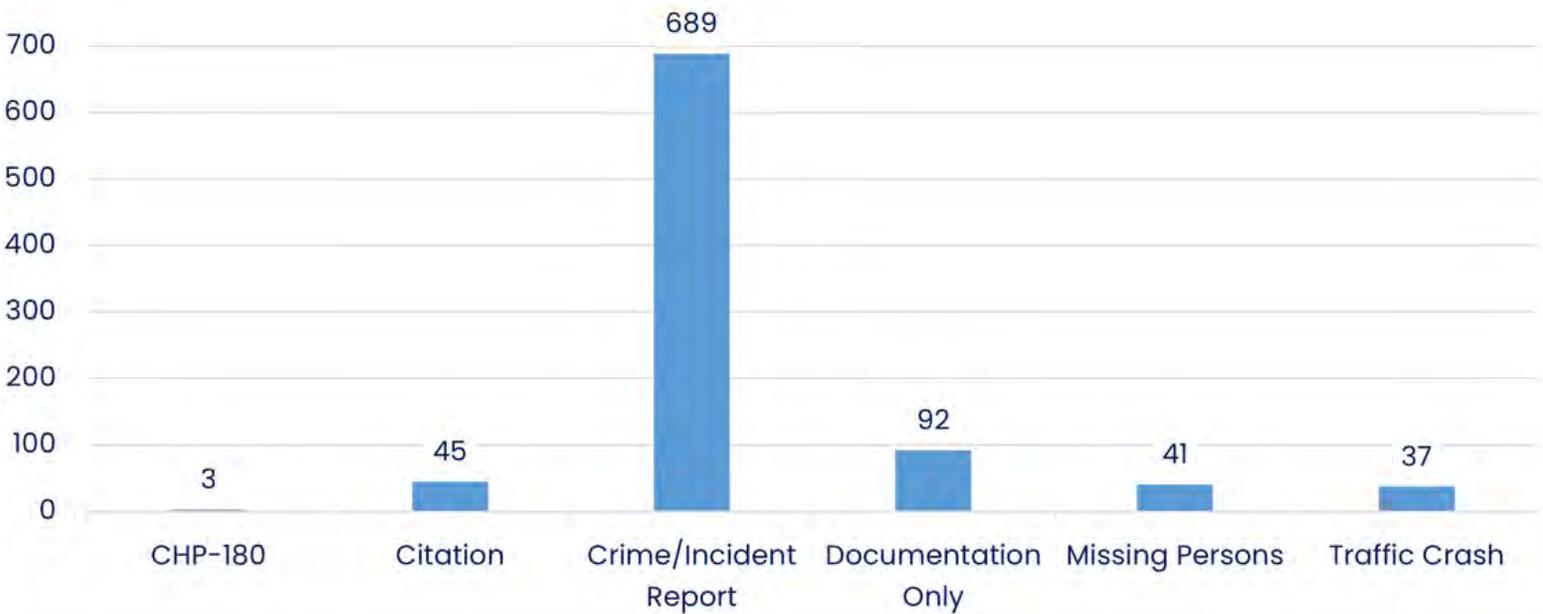
These examples underscore SET's dedication to proactive enforcement, seamless collaboration with other units, and their pivotal role in addressing diverse criminal activities within the Tracy community.

Community Service Officers



The Tracy Police Department Community Service Officers (CSO) perform a range of field and administrative tasks to support police services and programs for the City's Police Department. They provide comprehensive professional staff support to supervisory and management personnel, covering various law enforcement programs, projects, and services. Community Service Officers respond to public requests and carry out additional assigned duties.

In 2023, Community Service Officers handled 1,509 Calls for Service and generated 907 Reports.



Community Services Division



The Tracy Police Department's Community Services Division's mission is to improve the quality of life for Tracy residents by tackling community issues. This unit employs the Community Oriented Policing and Problem Solving (COPPS) philosophy to collaborate with the community in addressing problems.

The Community Services Division coordinates the Police Department's community outreach efforts. This division not only enforces laws for the safety of our community but also addresses quality-of-life issues by working closely with the Tracy Unified School District, faith-based organizations, and other local services. Through these partnerships, the division aims to create a safer and more vibrant community for all residents.

The units assigned to the Community Service Division are:

- Traffic Safety Unit
- Neighborhood Resource Officer
- Familiar Faces Homeless Outreach Team
- School Resource Officer
- Crime Prevention Specialist
- Code Enforcement
- D.A.R.E.
- Volunteers in Police Service
- Police Activities League
- Mobile Evaluation Team

Traffic Safety Unit



The Tracy Police Department's Traffic Safety Unit is responsible for ensuring traffic safety within the City of Tracy. This involves educating the community on safe vehicle operation, implementing safety-related technology, and enforcing vehicle code laws. The unit, commonly known as "motors," is comprised of five motorcycle officers under the supervision of a sergeant and a lieutenant. All motorcycles are equipped with moving radar, and the unit received a DUI vehicle to enhance its capabilities.

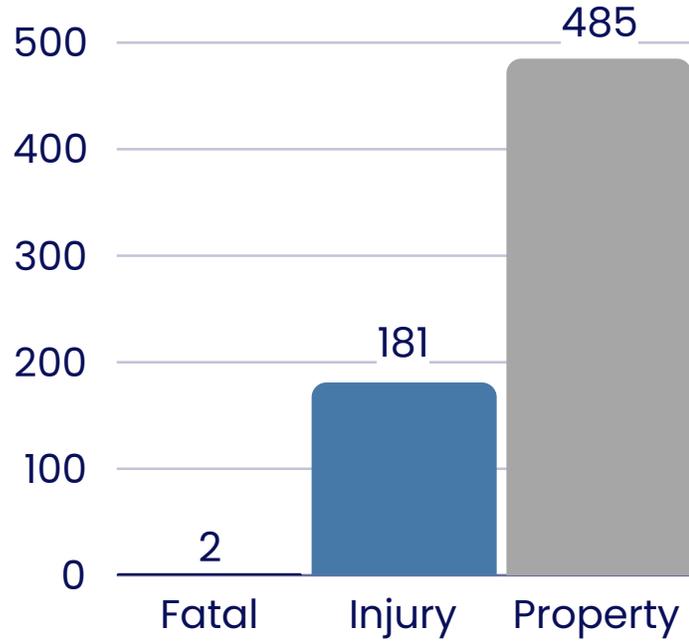
The Traffic Safety Unit plays a crucial role in investigating major injury collisions and fatalities. With the primary objective of reducing collisions in Tracy, the unit focuses on daily vehicle code enforcement, high police vehicle visibility, and encourages citizen input through the Go Tracy app and social media. The team, consisting of five traffic safety officers and one sergeant, is dedicated to educating the public on California vehicle code and vehicle safety operations.

In 2023, the Traffic Safety Unit conducted various operations, including Commercial Vehicle Enforcement with the California Highway Patrol (CHP) and San Joaquin County Sheriff's Office, a school bus stop safety operation, red light and stop sign enforcement, and cell phone enforcement. By conducting these enforcement operations and sharing their impact with the community on social media, the Traffic Safety Unit aims to educate drivers and contribute to keeping Tracy roads safe. With the implementation of Crossroads Software to improve traffic stop efficiency, the Traffic Safety Unit observed a 76.7% increase in citations issued. Additionally, the Traffic Safety Unit saw an 81.8% decrease in fatal traffic collision investigations. Furthermore, there was a notable increase of 50.5% in arrests related to Driving Under the Influence (DUI) due to enhanced proactive patrols in areas that were known to have a high frequency of DUI-related Calls for Service by Patrol Operations.

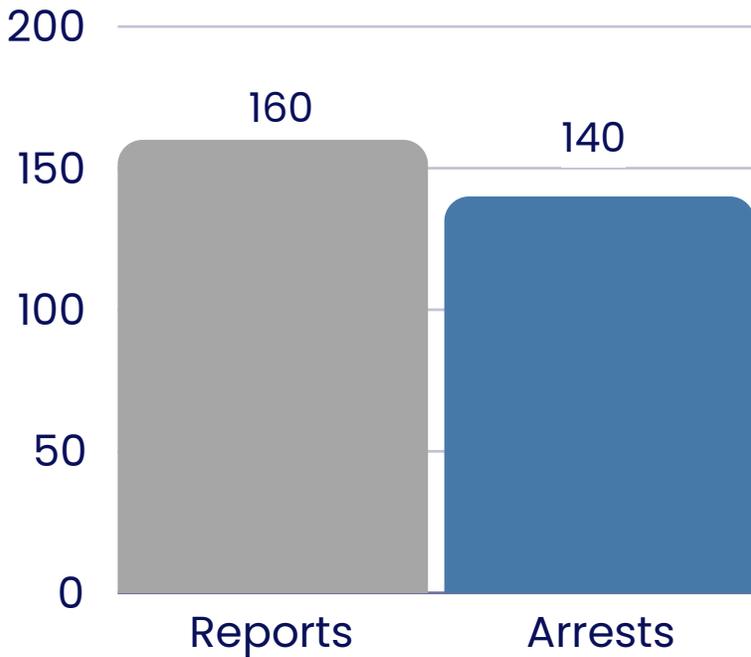
Traffic Safety Unit Data



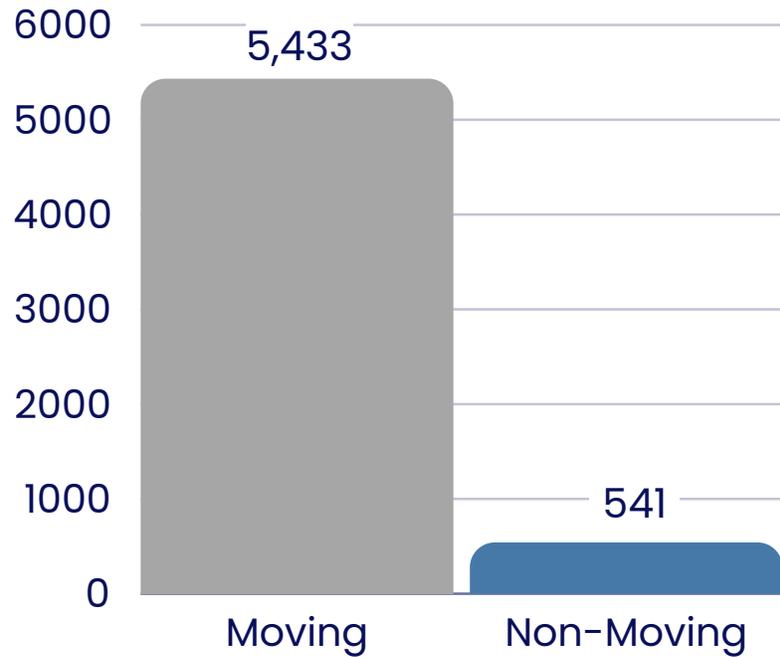
TOTAL COLLISIONS IN THE CITY OF TRACY



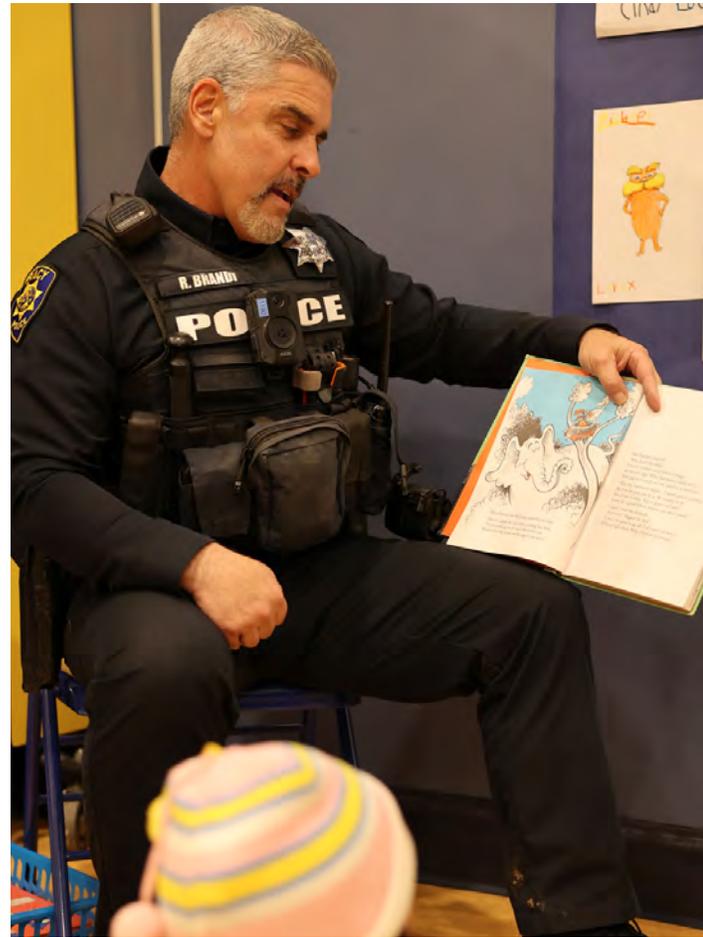
TOTAL DUI INVESTIGATIONS IN THE CITY OF TRACY



TOTAL CITATIONS ISSUED IN THE CITY OF TRACY



Neighborhood Resource Officers



The Neighborhood Resource Officer (NRO) positions embody the true essence of community-oriented policing. NROs, as law enforcement officers, serve as vital liaisons between the Tracy Police Department, the community, non-profits, and various city and government agencies.

In their role, NROs collaborate with citizens, civic groups, schools, and property owners to organize and assess effective crime prevention programs and address ongoing concerns in neighborhoods or business districts. These concerns may require more attention, investigative work, or time than can be accommodated during routine patrol calls.

NROs actively engage with Tracy citizens through public relations initiatives such as Neighborhood Watch Programs, homeless outreach, residential and personal/business crime prevention, crime information bulletins/alerts, and security presentations for banks and businesses. They also participate in recruitment for the Tracy Police Community Academy and internet safety programs.

Throughout 2023, NROs have closely collaborated with the Familiar Faces Homeless Outreach Team to support Tracy's efforts in establishing a Temporary Emergency Housing Shelter. By conducting consistent outreach at homeless encampments, NROs have facilitated the relocation of individuals to the Shelter, reducing cleanup operation hours at known encampments. Moreover, the NRO's Mobile Evaluation Team (MET), a hybrid team with clinicians and NROs, has increased deployment frequency to weekly. Additionally, in 2023, NROs worked closely with Code Enforcement and various Departments throughout the City of Tracy to complete writing, proposing, and implementing Tracy Municipal Code (TMC) Section 5.12.200 (b). The new municipal code makes it unlawful to camp within 1,000 feet of any public building, park playground, homeless shelter, school, daycare, sports field, or recreational facility.

Mobile Evaluation Team



The Tracy Police Department and San Joaquin County Behavioral Health Services have joined forces to establish the Mobile Evaluation Team (MET), dedicated to conducting health and welfare checks, evaluations, short-term case management, and services for individuals following psychiatric emergencies. Tracy Police Department's Neighborhood Resource Officer Dwayne Pavelski collaborates with San Joaquin County Behavioral Services during weekly outreach events in Tracy, alongside Mental Health Clinician Gisell Castillo and Mental Health Outreach Coordinator Rosalva Sandoval. This collaboration aims to leverage the expertise of licensed mental health clinicians, county agencies, non-profits, and service providers to offer comprehensive assistance to individuals facing mental health challenges. Tracy Police Chief Sekou Millington emphasizes the goal of enhancing safety by reducing repeated police calls related to psychiatric crises and delivering services to those in need. The MET also extends support, referrals, and safety planning to family members affected by recent psychiatric crises. The MET operates monthly, pairing Tracy PD officers skilled in de-escalation and crisis intervention with San Joaquin County Behavioral Health Clinicians to respond to referrals and provide crisis assessment and services in partnership with county clinicians. The MET team is committed to serving the community during times of crisis.

Familiar Faces



The Familiar Faces Homeless Outreach Team of the Tracy Police Department is instrumental in executing the City of Tracy's Homeless Strategic Plan. Their primary objective is to identify and engage with individuals experiencing or at risk of homelessness in the city. To achieve this, they've established a Law Enforcement Protocol for initiating contact with this demographic.

The Familiar Faces program serves as the initial point of contact, assessing needs and providing follow-up assistance to individuals experiencing homelessness. They offer resources encompassing mental health, substance use disorder treatment, motivational interviewing, trauma-informed care, and harm reduction. Leveraging community, county, and state resources, they provide transportation services for reunification, shelter, urgent care, and housing options, including the City's Temporary Housing Shelter. Additionally, they extend case management services to individuals ineligible for the Tracy Interim Shelter.

In 2023, the Familiar Faces program aided 169 clients by providing a spectrum of services. Their provision of transportation services for clients to medical appointments, mobile showers, food benefits (EBT), the Social Security office, and DMV appointments has been pivotal in nurturing relationships and fostering trust. While actively addressing homeless encampments at local parks, the Familiar Faces team also focused on individuals experiencing homelessness in various locations throughout downtown Tracy. Their efforts led to the elimination of downtown encampments, alleviating long-standing concerns for local business owners and community members.

School Resource Officers



The Tracy Police Department maintains its collaboration with the Tracy Unified School District (TUSD) to deploy three School Resource Officers (SRO) ensuring a secure learning environment for TUSD students and staff. Each SRO is a sworn, full-time officer assigned to one of the three major high schools—Tracy High, West High, and Kimball High—while also being responsible for serving the remaining elementary and middle school sites within TUSD.

In 2023, the School Resource Officers have sustained robust relationships with TUSD administration. This rapport enables SROs to respond promptly to emerging threats on campus or those circulated on social media. Through these connections, SROs continue to serve as a resource for TUSD partners by offering training, such as large-scale multi-agency active shooter response, and utilizing Hope to provide emotional support for students during stressful times.



Code Enforcement



The Code Enforcement Unit comprises a dedicated team, including four Code Enforcement Officers, a Code Case Analyst, an Administrative Assistant, two part-time traffic interns, and a Code Enforcement Manager. This unit is dedicated to providing regulatory enforcement services, ensuring compliance with a diverse range of local, state, and federal codes. Through education and responsive enforcement, the Code Enforcement team collaborates with private property stakeholders, residents, and the business community, aiming to educate, preserve, and promote safe and healthy communities by enforcing these adopted standards.

On an average day, two Code Enforcement Officers allocate 65 percent of their time to addressing homelessness-related issues in the City of Tracy. They have coordinated over 100 cleanup efforts targeting trash and debris around encampment areas at various locations, including El Pescadero Park, Placencia Fields, Jack Fisher Park, drainage channels, detention basins, Caltrans property, Union Pacific property, and private property.

In 2023, the Code Enforcement Unit concluded a collaborative case at Motel 6 that commenced in August 2022. Motel 6 corporate and local property management successfully met compliance requirements set forth by Code Enforcement, City Planning staff, South County Fire Authority, and the City's Building Safety Division, rectifying violations based on life safety issues. This led to the closure of the case on March 9, 2023. Additionally, Code Enforcement addressed multiple properties known for criminal activity, squatters, substandard living conditions, and excessive calls for service through their nuisance abatement process. Consequently, these properties have been sold or taken over by the bank under default through the compliance process.

The inspection of the City's first cannabis retail stores and cannabis non-retail delivery service marked significant milestones for the Code Enforcement Unit. Moreover, Code Enforcement actively participated in the Mayor's Summer Youth Internship Program, providing a selected intern with valuable hands-on work experience, learning opportunities, mentorship, and insights into a potential career as a Code Enforcement Officer, which has resulted in the intern joining the Tracy Police Explorer program.

Crime Prevention Specialist



The Crime Prevention Specialist at the Tracy Police Department is dedicated to proactive crime prevention efforts by developing and implementing various programs, presentations, and materials for businesses and the community. This includes performing services like Crime Prevention Through Environmental Design inspections and organizing community outreach events. The Crime Prevention Specialist plays a key role in managing our volunteer program (VIPS) and overseeing large-scale events for the Police Department, such as the Tracy Police Department Community Academy and National Night Out. Additionally, they serve as the primary liaison for over 40 block captains involved in Neighborhood Watch.

Our Neighborhood and Business Watch Programs are continually evolving and expanding. In response to an incident where limited cameras hindered detectives, our Crime Prevention Specialist collaborated with Tracy Crime Stoppers and Amazon to create a program that provides community members in active Neighborhood Watch Groups with access to security cameras and equipment. While this initiative is in its early stages, we are excited to partner with businesses and local organizations to enhance community safety.

In 2023, our partnerships with community organizations and members were strengthened and enthusiastically renewed. Through active participation in these events, our officers and professional staff have increased their engagement with the public. The community showed eagerness to continue participating in events. Throughout the year, the department hosted or attended a total of 193 community events. Events like National Night Out, Stuff the Cruiser (school supply donation drive), Coffee with a Cop, Etch and Catch, Crosswalk Patrol, and Badges for Books provided opportunities for our officers and professional staff to be consistently available to the public, addressing any questions they may have.

Volunteers in Police Services



Serving as a vital component of the department, the Tracy Volunteers in Police Service (VIPS) play a crucial role in supporting police officers and enhancing community safety and security. The diverse opportunities offered by VIPS programs, including administrative support and community outreach, contribute significantly to fostering a stronger relationship between law enforcement and the community. This, in turn, builds trust and improves public safety. The VIPS programs are a valuable resource for law enforcement agencies and provide individuals with a meaningful way to give back to their communities.

Currently, there are 17 VIPS members, with a goal to increase this number to 25. In 2023, the dedicated efforts of our VIPS members have resulted in an impressive 3,593.75 hours volunteered through assisting with community events, vacation house checks, extra patrols throughout Tracy, and ensuring that the Tracy Police Fleet is properly maintained for all employees. Notably, these contributions have translated into substantial cost savings for the City, amounting to \$107,633 in 2023. The Tracy VIPS continue to exemplify their commitment to the Tracy community, service, and support, significantly impacting our organization and the residents we serve.

Throughout 2023, the Tracy VIPS continued to attend numerous community events, such as Coffee with Cops, Crosswalk Patrol, Downtown Tracy Candy Crawl, Java and Jalopies, and the Tracy Police Department Community Academy, while also continuing to organize Tony's Letters to Santa and Shop with a Cop. As the VIPS continue to make an impact and connections with community organizations and residents, they were invited to be the first organization highlighted during the monthly Java and Jalopies car meet-up that they attend, as well as earn a feature on Good Day Sacramento to talk about their organization and how they continue to help the community of Tracy.

BUREAU OF INVESTIGATIONS

The Bureau of Investigations (BOI) in Tracy is overseen by both a Police Captain and a Police Lieutenant, who jointly manage specialized units aimed at addressing various community needs. These units include the General Investigations Unit (GIU), Special Investigations Unit (SIU), Crime Scene & Property Unit, Hi-Tech Investigations, Evidence and Property, and the Department's Crime Analyst.

Each unit within BOI is dedicated to supporting community-oriented policing and problem-solving initiatives, upholding the highest standards of professionalism and ethical conduct. To ensure effective service to Tracy's community, BOI collaborates closely with external agencies such as the San Joaquin County District Attorney's Office, and assigns staff members to the Delta RATT and the San Joaquin Metro Taskforce.

BOI remains committed to enhancing its investigative capabilities through the adoption of new technologies, including Hi-Tech software for phone analysis and the planned implementation of a Real-Time Information Center (RTIC). These initiatives reflect the department's ongoing efforts to optimize its operational effectiveness and responsiveness to community needs.



Octavio Lopez
Captain

“

When you pay attention to detail, the results will take care of themselves.

-Unknown

”

General Investigations Unit



The General Investigations Unit (GIU) is responsible for tackling intricate and time-consuming cases within the department. In 2023, the unit comprised eight detectives, one crime analyst, and one sergeant, committed to conducting continuous investigations covering homicides, robberies, crimes against children, sexual assaults, property crimes, financial crimes, and gang-related incidents. Additionally, one detective was designated to the county-wide auto theft task force, specializing in auto theft-related crimes and catalytic converter thefts. These detectives also provided essential investigative training to patrol officers, arming them with skills in documentation, victim/witness interviews, and crime scene processing to improve community service and investigation outcomes.

In 2023, the General Investigations Unit managed a total of 471 cases, referring 488 cases to the San Joaquin County District Attorney's Office for charges. Collaborative efforts with the District Attorney's Office revealed that the primary reason for not pursuing charges often revolved around insufficient evidence or a limited likelihood of securing a guilty conviction.

Despite the heightened workload due to an increase in targeted homicides in the City of Tracy, the General Investigations Unit effectively investigated and resolved 7 out of the 8 homicides reported during the year. Moreover, Child Abuse and Sexual Assault (CASA) detectives delivered sexual assault training to patrol officers, providing them with the necessary knowledge and skills to initiate investigations before a detective's arrival.

Special Investigations Unit



The Special Investigations Unit (SIU) is charged with investigating cases involving illegal drugs, prostitution, and human trafficking. With four investigators and one sergeant, the unit relies on community tips, leads from other department units or external agencies, and self-developed intelligence.

SIU actively conducts safety presentations for community groups, hosts specialized training sessions for TPD personnel, and collaborates with local, state, and federal agencies on large-scale investigations. Taking a proactive victim-centered approach, SIU detectives became experts on human trafficking in 2022. They continued to provide internal training and expanded their outreach by conducting Human Trafficking training for neighboring agencies.

In 2023, SIU detectives devoted substantial time to assisting other TPD units with surveillance, apprehensions, and executing search warrants. Amid their regular duties, SIU also established a response protocol for Fentanyl overdose deaths and delivered crucial training to Patrol Officers to enhance their safety.

As part of SIU's protocol for responding to fentanyl-related overdose deaths, they have begun taking responsibility for fatal incidents involving counterfeit prescription pills. SIU's goal in these investigations is to attempt to identify the source of the victim's Fentanyl pills. SIU then works collaboratively with the San Joaquin County District Attorney's Office to determine if charges can be sought related to the death.

CSI & Property Unit



The CSI and Property Unit plays several crucial roles within the Police Department, operating under the Investigations Division. Staffed with one crime scene technician supervisor, four crime scene technicians (CSTs), and one Senior Property and Evidence Technician, the unit responds to various crime scenes and critical incidents. Their duties encompass evidence documentation, collection, processing, and the intake of all evidence and property booked by department personnel. They coordinate evidence submission to state and federal laboratories for analysis and work closely with the San Joaquin County District Attorney's Office for case prosecution, providing discovery materials and courtroom testimony.

The unit shoulders the significant responsibility of maintaining evidence and property integrity, ensuring proper documentation, packaging, preservation, and security of all items booked by the Police Department. The Evidence and Property Technician oversees the release, auction, and destruction processes, conducting thorough research to determine the disposition of items in accordance with local, state, and federal laws.

In 2023, unit members successfully migrated evidence from the Legacy System to Mark43, the department's current software. Additionally, Crime Scene Technicians led the completion of multiple large-scale Public Records Act (PRA) requests, involving extensive redaction of video, audio, and photo materials. Throughout the year, the Crime Scene and Property Unit processed 4,535 pieces of evidence and generated 833 reports.

BUREAU OF SUPPORT SERVICES

The Bureau of Support Services (BSS) stands as a cornerstone within the Tracy Police Department, constituting one of its three primary bureaus. The Bureau of Support Services boasts four specialized units meticulously crafted to address the diverse needs of the community.

The Bureau of Support Services is comprised of the Animal Services Unit, the Communications Unit, the Fiscal Management and Planning Unit, and the Police Records Unit

Our dedicated Support Services staff play an important role in providing essential services efficiently and effectively to officers, detectives, command staff, and community members.

Operating behind the scenes, BSS undertakes the arduous task of managing the department's budget. Actively pursuing grants to bolster the General Fund, BSS spearheads initiatives aimed at enhancing organizational efficacy and responsiveness to community concerns. In 2023, BSS achieved significant milestones by securing grants to enhance animal welfare, promote the wellness and mental health of officers, and contributing to various community-oriented initiatives.



**Beth Lyons-
McCarthy**
Support Operations
Manager

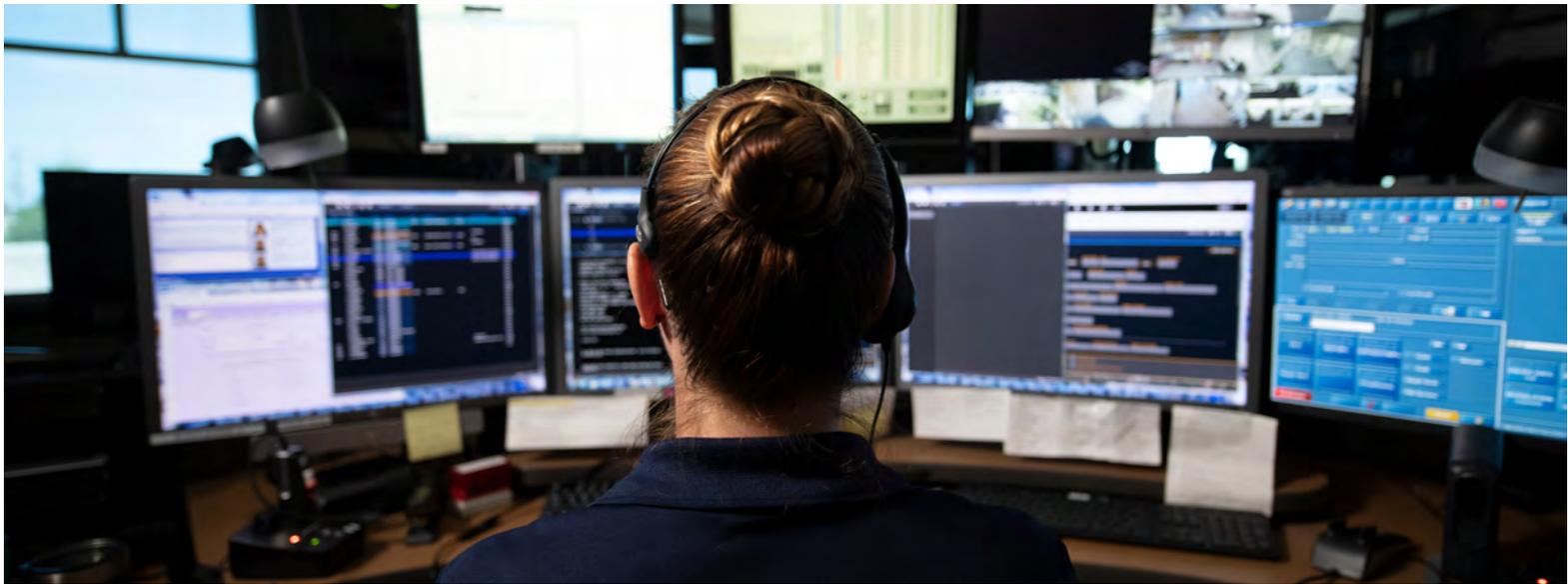
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**Quality is never an
accident;
it is always the
result of intelligent
effort.**

–John Ruskin

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Communications Unit



The Communications Unit at the Tracy Police Department is comprised of 13 Public Safety Dispatchers, 4 Senior Public Safety Dispatchers, and 2 Public Safety Dispatch Supervisors. These dedicated professionals ensure the provision of emergency and non-emergency police communications services 24 hours a day, 365 days a year. In the year 2023 alone, the Tracy Police Department's Public Safety Dispatchers managed a total of 136,681 telephone calls, including 75,648 9-1-1 emergency calls for service.

Remarkably, in 2023, the unit achieved a response time excellence, with 99.67% of the 9-1-1 calls answered in under 15 seconds. This surpasses the National Emergency Number Association (NENA) standard, which requires 95% of calls to be answered within 20 seconds.

The ongoing commitment to efficiency includes the continuous updating and fixing of the Mark43 program maps in collaboration with ESRI and Google Maps. A significant advancement is the deployment of the OnScene App, offering various benefits such as enabling Dispatch to view GPS locations and providing the Traffic Unit with the capability to access CLETS returns initiated by Dispatch.

Looking forward, pending the installation of a new message switch and approval from the Department of Justice (DOJ), the Communications Unit anticipates the availability of CLETS returns on department cell phones. This advancement underscores the unit's dedication to staying at the forefront of technology and optimizing communication processes for enhanced public safety.

**2023 TOTAL CALLS
TO DISPATCH**



136,681

2023 CALLS FOR SERVICE



75,648

9-1-1 CALLS



34,905

Records Unit



The Tracy Police Department Records Unit is comprised of a total of seven full-time Police Records Assistants, including five full-time Police Records Assistants, two full-time Senior Police Records Assistants, and a Supervisor. This dedicated staff is responsible for overseeing all aspects of report processing and document control within the Tracy Police Department. They provide crucial support to police officers and offer service and assistance to the public, addressing requests for copies of police reports, vehicle releases, Live Scan fingerprinting, and similar inquiries.

In 2023, the Records Unit concentrated on optimizing the Mark 43 Records Management System. This initiative included cross-training the records staff on NIBRS reporting, implementing quality assurance measures, and conducting a thorough cleanup of the Mark 43 system. Furthermore, efforts were directed towards bolstering data analysis capabilities by generating additional reports from Analytics and introducing Crossroads for comprehensive information gathering. The implementation of Crossroads in 2023 was complemented by comprehensive training initiatives, such as the "Train the Trainers" program, ensuring proficiency across all staff. To maintain a comprehensive record of traffic collisions, all incidents from the year 2023 were diligently entered into Crossroads.

Looking ahead to 2024, the Records Unit has outlined strategic initiatives aimed at maximizing revenue and streamlining data collection efforts. Collaboration with a third-party administrator for alarm permitting and false alarms is set to enhance revenue and debt collection processes. The commitment to Racial and Identity Profiling Act (RIPA) data collection remains strong, incorporating Veritone for efficient data gathering. Close collaboration with the Department of Justice is a priority to ensure accurate reporting. The overarching goal is to identify the most efficient method of reporting, contributing to a streamlined and effective data management process in the coming year.

Animal Services Unit



| Dogs | Cats |
|------------------------------|-------------------------------|
| 206 Adoptions | 228 Adoptions |
| 12 Euthanasia | 103 Euthanasia |
| 1 Died | 19 Died |
| 1 Lost | 3 Lost |
| 28 Rescue/Transfer | 40 Rescue/Transfer |
| 3 Other Live Outcome | 311 Other Live Outcome |
| 119 Returned to Owner | 1 Returned to Owner |
| Total: 370 | Total: 705 |



From January 1st to December 31st, 2023, Animal Service Officers responded to 3,858 calls for service, showing an increase from the 3,653 calls in 2022. Tracy Animal Services impounded 705 felines and 370 canines during this period, compared to 607 felines and 569 canines in the same period of 2022. When comparing stray intakes, feline intakes increased, while canine intakes decreased.

Out of the 370 canines brought in, 206 were adopted, 119 were returned to their owners, and 28 were transferred to rescue organizations. Of the 705 felines, 228 were adopted, 40 were transferred to rescue organizations, and 311 went through our Shelter-Neuter-Return program.

The shelter implemented a delayed intake 'foster finder' program in January 2023, resulting in 176 reported found pets. Of these, 85 were reunited with their owners outside of the sheltering system. Additionally, 61 pets were brought in through appointments, 12 were kept or rehomed, 9 were transferred to a rescue organization, and 9 had an unknown or negative outcome. Overall, this pilot program has proven positive for life-saving efforts.

Data tracking for the Doggy Day Out program began in 2023, with 202 instances of pets being taken out of the shelter. Animal Services received \$23,000 in grant funding year-to-date, contributing to efforts to improve live outcomes for cats. This includes the purchase and creation of 100 neo-natal kitten kits and targeted trapping in areas with high kitten intake, aiming to reduce neo-natal and sick/injured stray roaming cats.

The focus on social events was evident through monthly off-site adoptions at Petsmart and participation in over 37 community events throughout the year. The Friends of the Tracy Animal Shelter organization sponsored \$24,817.77, preventing the depletion of the annual budget for shelter pets and ensuring positive outcomes for animals.

Currently, there is a save rate of 83.24% for felines, indicating an increase from the 83.16% save rate in 2022. The save rate for dogs is 97.12%, showing a slight decrease from 98.42% in 2022. This results in an average live release of 88.04% for animals brought into the facility, compared to 89.75% in 2022.



Drone Cadre



Honor Guard



Reserve Program



Motor Cadre



Field Training



Range Cadre



Crisis Negotiations



PAL Program



Bicycle Patrol



Tactical Dispatch



Special Weapons and Tactics



Canine Unit



Recruitment



Tactical Medics



Media Team



D.A.R.E



Defensive Tactics



Police Explorers



Peer Support



Police Chaplaincy

Promotions



Octavio Lopez
Police Captain



Mario Ysit
Police Lieutenant



Veronica Nunez
Police Support Services Technician



Bryan Desousa
Crime Scene Technician



Jake Comber
Police Sergeant



Josh Pettit
Police Corporal

Promotions



Mike Roehlk
Police Lieutenant



Leticia Infante
Police Sergeant



Raymundo Reynoso
Police Corporal



Brittany Pasquale
Animal Services Manager

New Team Members



Jessica Henry
Public Safety Dispatcher II



Samantha Clark
Public Safety Dispatcher II



Frank Padilla
Police Officer



Terryl Nicasio
Public Safety Dispatcher I



Chelsea Fitzgerald
Public Safety Dispatcher I



Angelo Arnaudo
Police Officer

New Team Members



Lillian Torres
Community Services



Rylee Osby
Police Parking



Anthony Parrino
Police Officer



Adrian Loera
Police Officer Trainee



Jose Miranda
Police Officer Trainee



Andrew Millard
Police Officer Trainee

Medal of Meritorious Service

Miguel Contreras *Community Services Division Lieutenant*



Lieutenant Contreras has exhibited an unwavering dedication to addressing the challenges of homelessness. Understanding its complexities, he has invested substantial time engaging with homeless individuals, comprehending their obstacles, and crafting practical solutions. Notably, he initiated the Familiar Faces program within the PD, adeptly managing associated grant funding and ensuring its success, with plans for expansion in 2024.

Under his leadership, innovative strategies have been implemented to combat homelessness, including proactive outreach, collaborative partnerships with local organizations, and community-based programs. He has spearheaded efforts to revitalize neglected areas like Detention Basin Four, Plascencia Fields, and El Pescadero Park, converting them from illegal camping spots into functional community spaces.

Lieutenant Contreras's collaborative approach has forged strong alliances with local organizations, nonprofits, and government agencies, facilitating resource sharing and expertise for a united response to homelessness. His genuine empathy and compassion towards those experiencing homelessness have fostered trust and facilitated access to vital services.

As a leader, Lieutenant Contreras has instilled a culture of service, integrity, and excellence within his team. Through mentorship and guidance, he has cultivated a committed group dedicated to addressing quality-of-life issues and effecting positive change in the community.

In conclusion, Lieutenant Miguel Contreras's exceptional contributions, unwavering dedication, and effective leadership in addressing homelessness have significantly enhanced the lives of individuals in our community. His embodiment of service, integrity, and excellence exemplifies the qualities deserving of the Meritorious Service Award.

The Medal of Meritorious Service is awarded to an employee who, while serving in an official capacity, stands out by making significant contributions to help the Department achieve its goals and objectives. This recognition is reserved for those whose service significantly and positively impacts the Department, and who take on substantial responsibility and demonstrate personal initiative.

Medal of Meritorious Service

Traffic Safety Unit



Sergeant Wilmshurst, Corporal Speaks, Officer Allen, Officer Belmonte, Officer Perez, and Officer Ventling

In January 2023, Tracy's Traffic Unit launched an extensive campaign to bolster public safety by increasing citations, educating the public, and reducing citywide traffic crashes. Despite facing 13 fatal/serious injury crashes and 699 total crashes in the previous year, the unit's efforts resulted in a notable decrease to 647 crashes and 5 fatal/serious injury crashes.

The Traffic Safety Unit's achievements include doubling citation issuance, conducting numerous collision call-out responses, and collaborating with CHP and the Sheriff's Office on Commercial Enforcement to address truck-related issues. Their comprehensive efforts prompted the city to seek consultation for updating truck routes and signage.

The Traffic Safety Unit's commitment extended to evening and weekend enforcement, community event participation, and hosting multi-agency Radar/Lidar trainings. They also spearheaded a countywide Saturation Enforcement Program and secured a California Highway Patrol Cannabis Grant for a new enforcement vehicle.

For their unwavering dedication and significant contributions to public safety, the Traffic Safety Unit merits recognition and the Meritorious Medal of Service Award.

The Medal of Meritorious Service is awarded to an employee who, while serving in an official capacity, stands out by making significant contributions to help the Department achieve its goals and objectives. This recognition is reserved for those whose service significantly and positively impacts the Department, and who take on substantial responsibility and demonstrate personal initiative.

Department Recognition Award

Lisa Avila *Animal Services Volunteer*



Lisa Avila is a recipient of the 2023 Department Recognition Award for her outstanding contributions to Animal Services. Beginning her journey as a PAWS Volunteer in May 2022, Lisa has become an invaluable asset to our shelter.

Lisa's commitment extends beyond attending numerous community events; she consistently arrives with a smile and a willingness to assist in any capacity. Her versatility shines as she provides support across various realms of our Animal Services unit. From assisting Administrative Assistants with filing and scanning documents to aiding Animal Shelter Aides with cleaning, enrichment activities, and socializing with pets, Lisa's dedication is evident.

Moreover, Lisa's amiable nature has endeared her to all staff members, making her exceptionally easy to work with. She has proven herself as a dependable resource, often being the first to respond when Animal Services requires transportation for pets to rescues or veterinarian appointments, even if they are out of town.

Her selflessness, compassion, and willingness to contribute, have greatly supported TAS's life-saving efforts.

In recognition of her invaluable contributions, we proudly acknowledge Lisa Avila as a true lifesaver in our eyes!

The Department Recognition Award can be granted to an individual or a group of employees who have demonstrated exceptional performance in their duties under challenging or complex circumstances for a significant period. It may also be given in acknowledgment of a proactive approach, as evidenced by projects or community involvement.

Department Recognition Award

City of Tracy Public Works



Chris Chaparro, Chris Davidson, Juan Godoy, Larry Gonzales, Brian Heefner, and Frank Morones

The Tracy Police Department is proud to recognize the dedication and service of The City of Tracy's Public Works employees: Chris Chapparo, Chris Davidson, Juan Godoy, Larry Gonzales, Brian Heefner, and Frank Merones, with the 2023 Tracy Police Department Recognition Award. These individuals have shown unwavering commitment to serving the community and have upheld the core values of Fairness, Integrity, Respect, Service, and Teamwork. Despite facing challenging circumstances, they have consistently demonstrated exceptional performance in their duties. Through their proactive approach, dedication, and collaborative efforts, they have made significant contributions to enhancing the quality of life for the residents of Tracy.

*The **Department Recognition Award** can be granted to an individual or a group of employees who have demonstrated exceptional performance in their duties under challenging or complex circumstances for a significant period. It may also be given in acknowledgment of a proactive approach, as evidenced by projects or community involvement.*

Department Recognition Award

Art Freiler Incident



Lieutenant Miguel Contreras, Sergeant Richard Graham, NRO Robert Brandi, NRO Matt Ford, NRO Dwayne Pavelski, Homeless Outreach Coordinator Ayesha Nic-Gongora, Homeless Outreach Coordinator Hector Jaimes, Code Enforcement Manager Ana Contreras, Code Enforcement Analyst Lacy Starling, Code Enforcement Officer Lilia Perez, Code Enforcement Officer Ana Adams, Code Enforcement Officer Shawn Potter, Code Enforcement Officer Bobby Alcantar, Animal Services Officer Amanda Sena, Animal Services Officer Abbey Potkonjak, Animal Services Gabriel Alvarez, Public Works Supervisor Holly Moyer, Maintenance Worker I Dominick Hollingsworth, Senior Maintenance Worker Steve Rhyne, Maintenance Worker II Shawn Holloway, and Maintenance Worker Keith Pemberton.

The coordinated response to a critical incident at Art Freiler School, where 13-year-old student Heather experienced respiratory distress, involved the efforts of multiple individuals. Teacher Alayna Evans and students Joseph Russell, Malyna Torres-Melton, and McKenna Adamo, guided by Dispatcher Joanna Ranu, provided initial assistance until emergency services arrived.

Upon their arrival, the Tracy Police Department, South County Fire, and AMR collaborated to transport Heather to the hospital, where she received prompt treatment and eventually recovered fully. In recognition of their exceptional performance during this challenging event, the Tracy Police Department extends its gratitude to Principal Stephen Theall, Teacher Alayna Evans, School Staff Davin Willhoit, and students Malyna Torres-Melton, McKenna Adamo, and Joseph Russell, along with Dispatcher Joanna Ranu, Paramedic Jason Boak, EMT Jessica Eudave, Captain Trent Vick, Captain Joel Slaughter, Engineer Ray Gonzalez, Engineer James Barr, Engineer/Paramedic Mason Vickers, and Firefighter Daniel Kopas. They are awarded the 2023 Tracy Police Department Recognition Award.

*The **Department Recognition Award** can be granted to an individual or a group of employees who have demonstrated exceptional performance in their duties under challenging or complex circumstances for a significant period. It may also be given in acknowledgment of a proactive approach, as evidenced by projects or community involvement.*

Department Recognition Award

Crime Scene & Property Unit



CST Supervisor Tankersley, CST Martin, CST Santillan, CST Valles, CST DeSousa, and Property Technician Henry

Throughout the past year, the Crime Scene and Property Unit encountered significant challenges. The news from our IT department revealed that our legacy evidence program, crafted in-house by the previous supervisor, would become obsolete. This necessitated a manual migration to the new system, spanning 8-9 months and requiring extensive overtime hours.

Simultaneously, the unit faced a surge in Public Records Act (PRA) redactions for use of force releases following a spike in public requests. With no prior experience, our CSTs, guided by Jonathan Henry, undertook the laborious process of manual redactions, often spanning weeks for single videos.

These challenges coincided with a record number of homicides and call-outs, resulting in increased workload and overtime. Despite these strains, the unit persevered, with only three CSTs in the on-call rotation for the first half of the year, supplemented by additional assistance as needed.

Given the extraordinary workload and dedication demonstrated by the Crime Scene and Property Unit, they are deserving of the 2023 Department Recognition Award.

The **Department Recognition Award** can be granted to an individual or a group of employees who have demonstrated exceptional performance in their duties under challenging or complex circumstances for a significant period. It may also be given in acknowledgment of a proactive approach, as evidenced by projects or community involvement.

Department Recognition Award

Community Services Division



Principal Stephen Theall, Teacher Alayna Evans, School Staff Davin Willhoit, Student Malyna Torres- Melton, Student McKenna Adamo, Student Joseph Russell, Dispatcher Joanna Ruan, Paramedic Jason Boak, EMT Jessica Eudave, Captain Trent Vick, Captain Joel Slaughter, Engineer Ray Gonzalez, Engineer James Barr, Engineer/Paramedic Mason Vickers, and Firefighter Daniel Kopas.

Throughout 2023, the City of Tracy's multi-departmental team displayed exceptional dedication and collaboration in addressing homelessness. The team, consisting of departments such as Public Works, Parks, Homeless Services, Familiar Faces, Code Enforcement, Neighborhood Resource Officers, the Mobile Evaluation Team, and the Animal Services Unit, systematically cleared major homeless encampments across the city. Their approach involved updated municipal codes and proactive engagement with stakeholders.

Beyond clearing encampments, the team facilitated the reunification of homeless individuals with family members and utilized city resources, county programs, and non-profit partnerships to secure housing. The successful clearing of El Pescadero Park on December 20th, 2023, was a significant achievement, alleviating community concerns and paving the way for future developments, including the Multi-Generational Recreation Center.

Operating with compassion and respect, the team acknowledged the diverse circumstances leading to homelessness and aimed to provide hope and options to those affected. Each member emerged from the challenges stronger and more unified, embodying resilience and dedication. Their embodiment of service, integrity, and excellence reflects the qualities deserving of the Department Recognition Award.

*The **Department Recognition Award** can be granted to an individual or a group of employees who have demonstrated exceptional performance in their duties under challenging or complex circumstances for a significant period. It may also be given in acknowledgment of a proactive approach, as evidenced by projects or community involvement.*

Award of Excellence

Days B



Lieutenant Ysit, Sergeant Infante, Corporal Hawkinson, Officer Blizinski, Officer DeWitt, Officer Gonzalez, Officer Hostetler, and Officer Velazquez

On September 27, 2023, the city terminated its contract with Trine Security for park services, prompting Officer Abel Perez-Miranda, alongside Sergeant Infante and team members Corporal Hawkinson, Officers Gonzalez, DeWitt, Hostetler, Blizinski, and Velazquez, to step in and address the safety concerns at local parks.

Despite the less glamorous nature of the assignment, ensuring park safety remained a top priority for the community and city leadership. The team conducted numerous security checks throughout the year, leading to 53 arrests, with Officer Perez-Miranda accounting for 28 of them, not counting citations and vehicle impoundments. Their most significant achievement came in mid-December when they seized over six ounces of methamphetamine during a drug arrest at a local park, a quantity representing nearly 350 times the average user's possession.

Analyzing the team's overall productivity, they proved statistically above average, with 325 arrests, 1,601 reports, and 3,221 assigned calls compared to the patrol averages of 250 arrests, 1,116 reports, and 2,049 assigned calls, respectively.

Beyond the numbers, the team consistently demonstrated positive attitudes and mutual support, embodying the Tracy Police Department's Core Values of Service, Integrity, and Excellence.

Their commitment to community initiatives and proactive policing, exceeding both community and departmental expectations, merits recognition with the Tracy Police Department's Award of Excellence.

The Award of Excellence is a recognition given to an employee or work group for their exceptional achievements over the past 12 months, demonstrating a commitment to the principles outlined in the Tracy Police Department's Mission Statement.

Award of Excellence

Hostage Rescue Incident



Lead Dispatcher Shaina Marquez and Dispatcher Sarah Henrioulle

In acknowledgment of their remarkable contributions, Senior Public Safety Dispatcher Shaina Marquez and Public Safety Dispatcher II Sarah Henrioulle have been honored with the Award of Excellence. Their exemplary involvement in a Flock Safety Automatic License Plate Reader (ALPR) response on January 31, 2023, resulted in the successful recovery of two hostages and the apprehension of a violent suspect.

Through their swift and coordinated actions, Marquez and Henrioulle demonstrated exceptional professionalism, dedication, and adherence to the department's mission. Their commitment to public safety and effective utilization of resources exemplify the highest standards of service within the Tracy Police Department.

The Award of Excellence is a recognition given to an employee or work group for their exceptional achievements over the past 12 months, demonstrating a commitment to the principles outlined in the Tracy Police Department's Mission Statement.

Silver Star Medal

Hostage Rescue Incident



Sergeant Richards, Corporal Pineo, Officer Silva, Officer Alejo, Officer Nevarez, Officer Van Dyk, Detective Chavez, and Detective Juan

In response to a carjacking and hostage situation reported on January 31, 2023, at approximately 12:56 a.m. in the vicinity of W. Grant Line Rd./Lammers Rd., officers from A Graves Patrol swiftly took action. The suspect, armed with a handgun and with a history of violence, posed a significant threat to both law enforcement and the hostages involved.

Officer Joel Chavez promptly located the suspect's vehicle and initiated a pursuit, with Officer Gabe Silva managing communications. Despite the risks, Officer Julian Alejo attempted to deploy spike strips to intercept the suspect. Despite their efforts, the suspect evaded the spike strips, leading to the pursuit's termination via a PIT maneuver.

Following the immobilization of the vehicle, officers, including Officers Nevarez, Juan, Van Dyk, and Corporal Pineo, successfully detained the suspect and safely freed the hostages without harm. Their collective actions demonstrated exceptional courage and unwavering dedication to public safety.

In recognition of their bravery and valor in rescuing hostages and apprehending a violent suspect, Officer Joel Chavez, Officer Gabe Silva, Officer Julian Alejo, Officer Freddie Nevarez, Officer Jasper Juan, Officer Mitchell Van Dyk, Corporal Jake Pineo, and Sergeant Mike Richards are honored with the Silver Star Medal.

*The **Silver Star Medal** is bestowed upon members and employees for acts of bravery that fall outside the criteria for the Medal of Valor. Although the level of action may be less than that needed for the Medal of Valor, it must still have been executed with distinction and courage.*

Life-Saving Award

Las Casuelas Incident



Lieutenant Ysit and Corporal Cisneros

On February 10, 2023, Modesto Fire responded to an emergency at Las Casuela's Mexican Restaurant. Upon arrival, the team discovered an unconscious woman in need of urgent assistance. Three bystanders, including off-duty Tracy PD officers Lieutenant Mario Ysit and Corporal Gustavo Cisneros, along with Chris Parnell, an off-duty fireman, stepped in to help.

Lieutenant Ysit provided aid during CPR, and with the assistance of an AED on SQ11, they successfully restored the woman's pulse. Remarkably, their efforts led to her regaining consciousness before additional medical support arrived.

The off-duty heroics of Lieutenant Ysit and Corporal Cisneros exemplified the Tracy Police Department's commitment to service, integrity, and excellence. Their quick and selfless response significantly contributed to the positive outcome of the incident, showcasing the essence of heroism in the community, and merits the Life-Saving Medal.

*The **Life-Saving Medal** is awarded to an officer to honor acts that lead to the rescue or preservation of human life that would have otherwise been lost if not for the direct intervention of the employee.*

Life-Saving Award

Art Freiler Incident



Corporal Hawkinson, Officer Brown, and Officer Contreras

On September 22, 2023, Corporal Hawkinson, Officer Contreras, and Officer Brown responded to a critical situation at Art Freiler School, where a 13-year-old student named Heather had stopped breathing. Upon arrival, they immediately sprang into action.

Corporal Hawkinson swiftly coordinated with School Resource Officer Contreras and South County Fire to reach the classroom where Heather was located. Officer Contreras and Corporal Hawkinson facilitated the arrival of emergency medical equipment and assisted in creating space for life-saving measures.

Officer Contreras skillfully performed CPR, relaying crucial information to South County Fire, while Corporal Hawkinson liaised with school staff and Heather's father, providing vital explanations and support.

Corporal Hawkinson, Officer Contreras, and Officer Brown demonstrated exceptional professionalism, teamwork, and dedication in their life-saving response to this critical situation. Their quick thinking and decisive actions reflect the highest standards of service and merit commendation for their exemplary efforts.

*The **Life-Saving Medal** is awarded to an officer to honor acts that lead to the rescue or preservation of human life that would have otherwise been lost if not for the direct intervention of the employee.*

Volunteer of the Year

Mercedes Lavrinc Volunteer in Police Services



In 2023, Mercedes Lavrinc was honored as the Volunteer of the Year for her outstanding contributions to VIPS. Since joining Tracy VIPS in 2017, Mercedes has become an indispensable member of the Tracy Police Department, lending her support to various initiatives such as DA Runs, administrative tasks, and community events. She approaches every assignment with enthusiasm, tackling even the smallest tasks with grace and a can-do attitude. Whether it's assisting with Candy Crawl preparations or wrapping Christmas gifts for Tony's Letters to Santa, Mercedes' commitment shines through.

Her cheerful disposition and unwavering dedication have earned her praise from both officers and professional staff alike. In 2023 alone, Mercedes volunteered an impressive 361 hours, resulting in substantial savings of approximately \$10,811.95 for the Tracy Police Department.

Furthermore, Mercedes' recent election as the VIPS INC 501c3 Vice President for the 2024 term underscores her commitment to leadership and service. Her willingness to take on additional responsibilities and proactive approach to volunteering makes her a standout candidate for the Volunteer of the Year award.

The Police Volunteer of the Year Award serves to recognize an outstanding volunteer within our Department who contributes to the efficiency and effectiveness of the Department, and who demonstrates the qualities set forth by the Tracy Police Department's Mission Statement.

Police Employee of the Year

Cherise Acosta *Crime Prevention Specialist*



Cherise began her tenure with the Tracy Police Department in October 2014, initially serving as an Animal Service Officer 1 before advancing to her current position.

Since assuming the role of Crime Prevention Specialist, Cherise has made significant contributions to the Tracy Police Department, VIPS, and the Tracy community. She consistently raises awareness of TPD initiatives among Tracy residents and maintains an active presence in the community.

Under Cherise's leadership, the number of community involvement events has increased from 50 in 2021 to nearly 200 in 2023. She remains accessible to all City of Tracy employees, demonstrating professionalism and unwavering dedication.

Cherise's positive impact reverberates throughout the PD and the city, as she makes a meaningful difference each day. Her steadfast commitment to community outreach and proactive engagement undoubtedly qualifies her as a deserving candidate for the Employee of the Year Award.

The Employee of the Year Award may be awarded to professional staff of any rank who looks for ways to improve the Department's efficiency and effectiveness, and who demonstrates the qualities set forth by the Tracy Police Department's Mission Statement.

Rookie Officer of the Year

Abel Perez-Miranda Officer



Officer Perez-Miranda has been selected as this year's recipient for his outstanding contributions to the Tracy Police Department. Over the past seven months, he has consistently demonstrated dependability, loyalty, dedication, honesty, and an exceptional work ethic.

Assigned to Beat 6, which includes El Pescadero Park, Officer Perez-Miranda willingly undertook the challenging task of addressing the city's highly publicized safety and blight issues associated with the park. Adopting a "My beat, my responsibility" mindset, he led by example, inspiring his team members to actively participate in making arrests and supporting his efforts.

With a cheerful attitude and a proactive approach, Officer Perez-Miranda remained vigilant and visible at the park while efficiently addressing other city concerns. Moreover, he willingly sacrificed personal time to assist A-side teams with patrol coverage, earning the respect and admiration of his colleagues.

Officer Perez-Miranda's remarkable achievements and exemplary qualities epitomize the finest attributes of law enforcement and reflect positively on the department. His unwavering dedication aligns perfectly with the Tracy Police Department's mission statement and core values of service, integrity, and excellence.

The Rookie Police Officer of the Year Award is presented to recognize exceptional accomplishments by an officer that enhance the Department's reputation and involve performance surpassing the expectations for a Rookie Officer's assignment. This award may be given to a sworn officer with two years or less of service with the Tracy Police Department who exhibits the qualities outlined in the Tracy Police Department Mission Statement and views their work as a source of joy and fulfillment.

Police Officer of the Year

Gabriel Silva Officer



Officer Gabriel Silva has been nominated for Officer of the Year in recognition of his exceptional performance within the Tracy Police Department. Throughout his tenure, Officer Silva has distinguished himself as one of the most proactive patrol officers, consistently demonstrating an exemplary team spirit. His proactive approach has led to numerous felony arrests, inspiring his colleagues with his unwavering dedication to duty.

Officer Silva's reliability, diligence, and commitment surpass the expectations for a rookie officer. He embodies the core values of the Tracy Police Department, representing the department with unwavering pride and professionalism.

Notably, Officer Silva has received two CHP 10851 awards and has successfully recovered over 20 stolen vehicles to date. His proactive efforts to combat crime have also led to significant seizures of narcotics and firearms. Additionally, Officer Silva's quick thinking and decisive action resulted in the interruption of a catalytic converter theft in progress, leading to the apprehension of all involved suspects. For his exemplary service in this incident, Officer Silva received a Captain's Commendation.

Officer Silva's outstanding contributions to law enforcement and his dedication to maintaining public safety make him a deserving candidate for Officer of the Year.

The Police Officer of the Year Award is given to an officer for exceptional achievements that reflect positively on the Department. This recognition is reserved for performances that go well beyond the expectations of an officer's basic assignment.



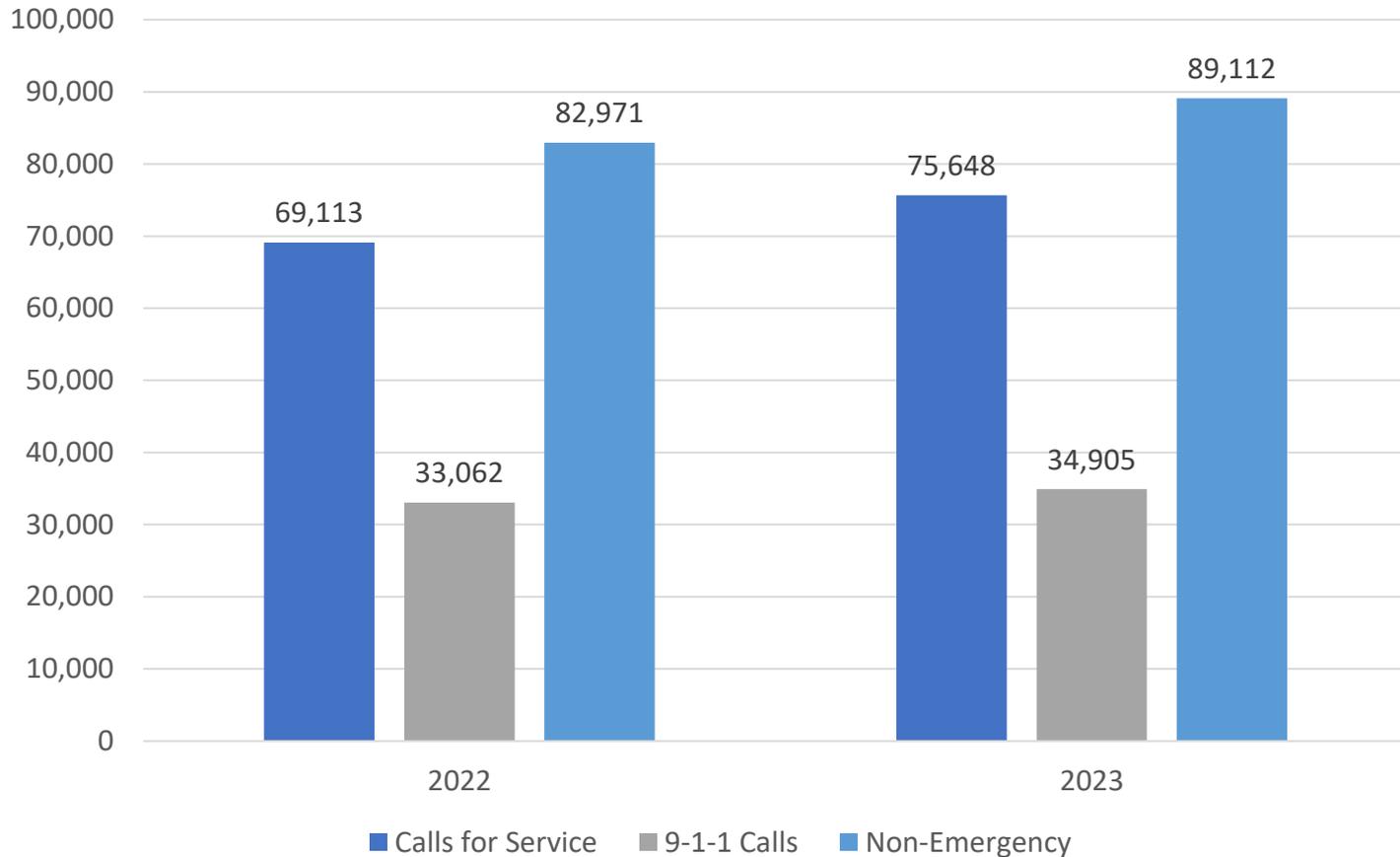
Tracy Police Department 2023 Annual Review

Service | Integrity | Excellence

Scan to View the Annual Report



2023 CALLS FOR SERVICE



As a note, all calls do not automatically generate a Call for Service, the total of 9-1-1 calls and non-emergency calls will not equal the Calls for Service.

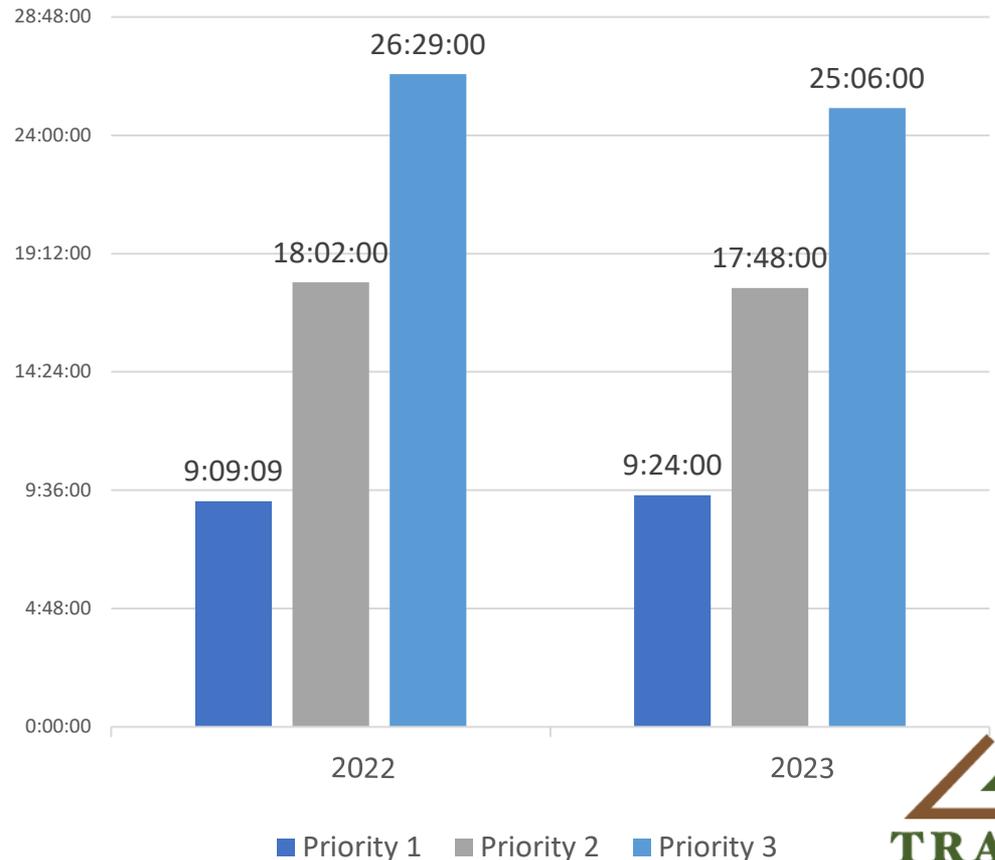


Think Inside the Triangle™

2023 RESPONSE TIMES

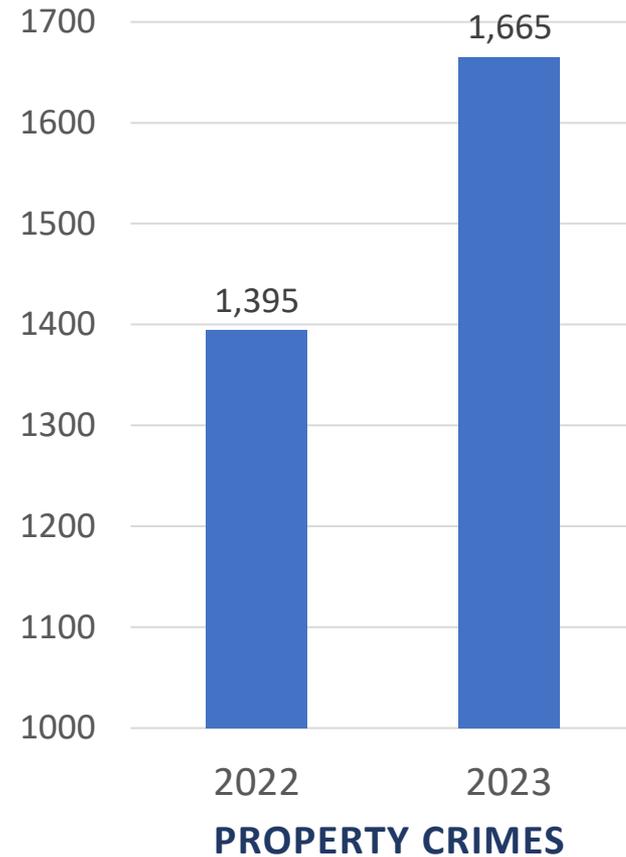
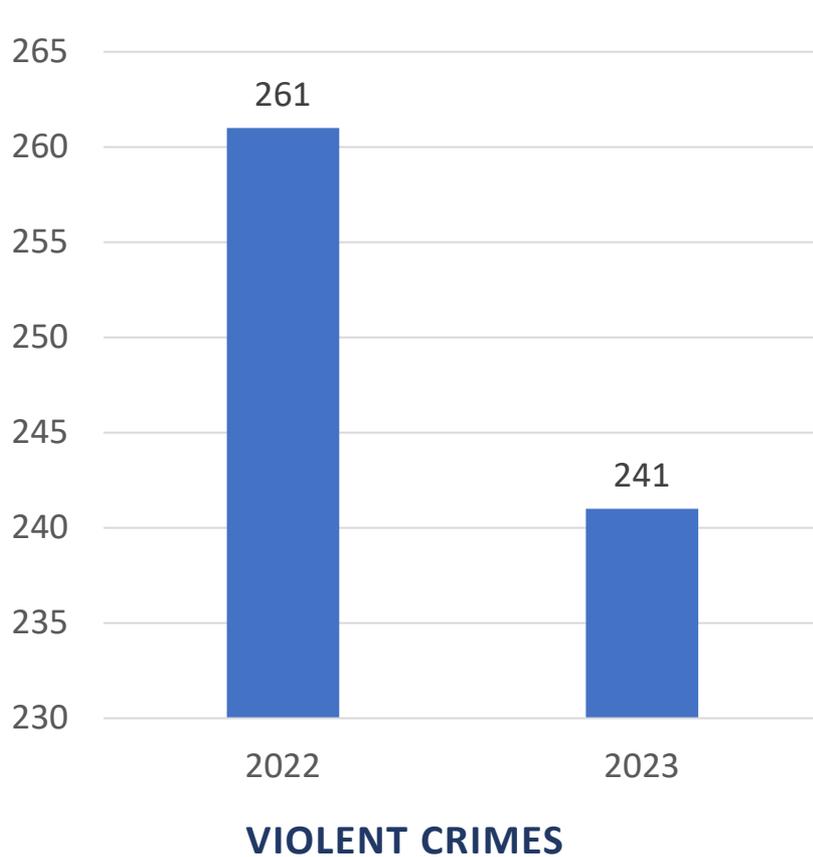
In an effort to reduce the use of force and community concerns, officers use the *P.A.T.R.O.L.* response to calls.

- P.** Plan (when time permits). Stage and formulate a clear plan.
- A.** Assess; is there a crime? Type of crime, immediate danger to the public, need for Crisis Response Unit?
- T.** Time- Distance and cover; slow things down.
- R.** React team. Contingency Plan/Flight/Surrender.
- O.** Other resources needed? Mobile crisis, Drone, Bearcat, other agencies?
- L.** Lines of communication- Establish incident commander, public address, phone, and text. Notify the chain of command.



Think Inside the 'Triangle'

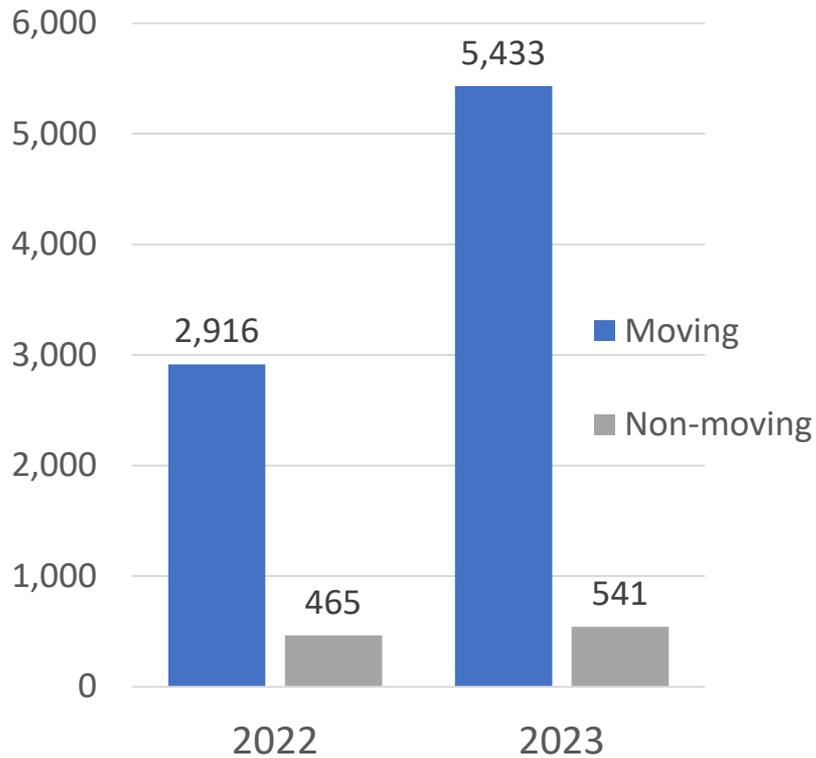
PROPERTY AND VIOLENT CRIMES



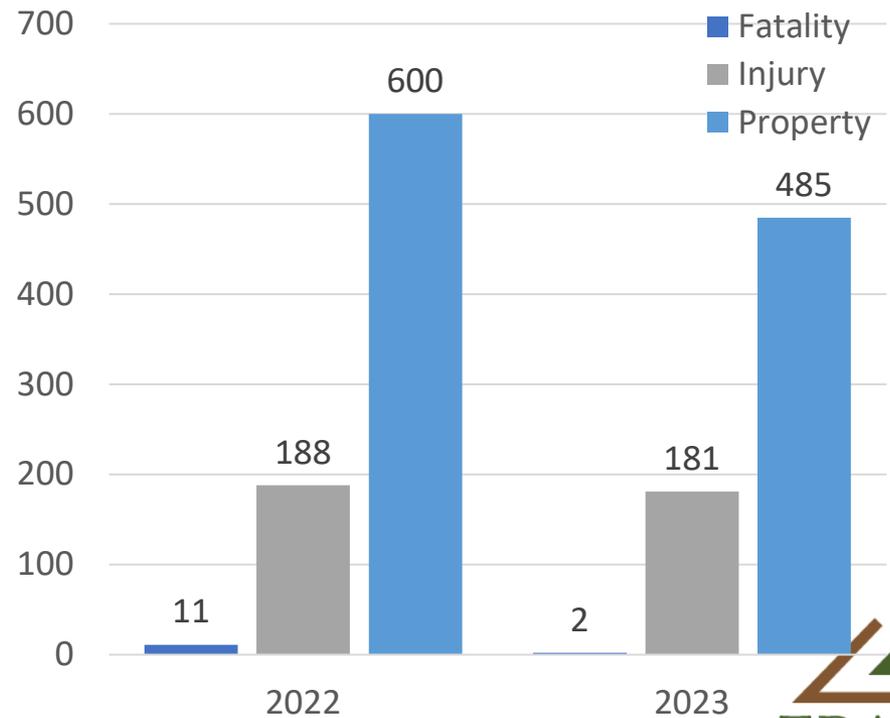
Tracy Police Department reports its monthly crime statistics to the Federal Bureau of Investigations (FBI) through the [National Incident-Based Reporting System \(NIBRS\)](#).

CITATIONS & COLLISIONS

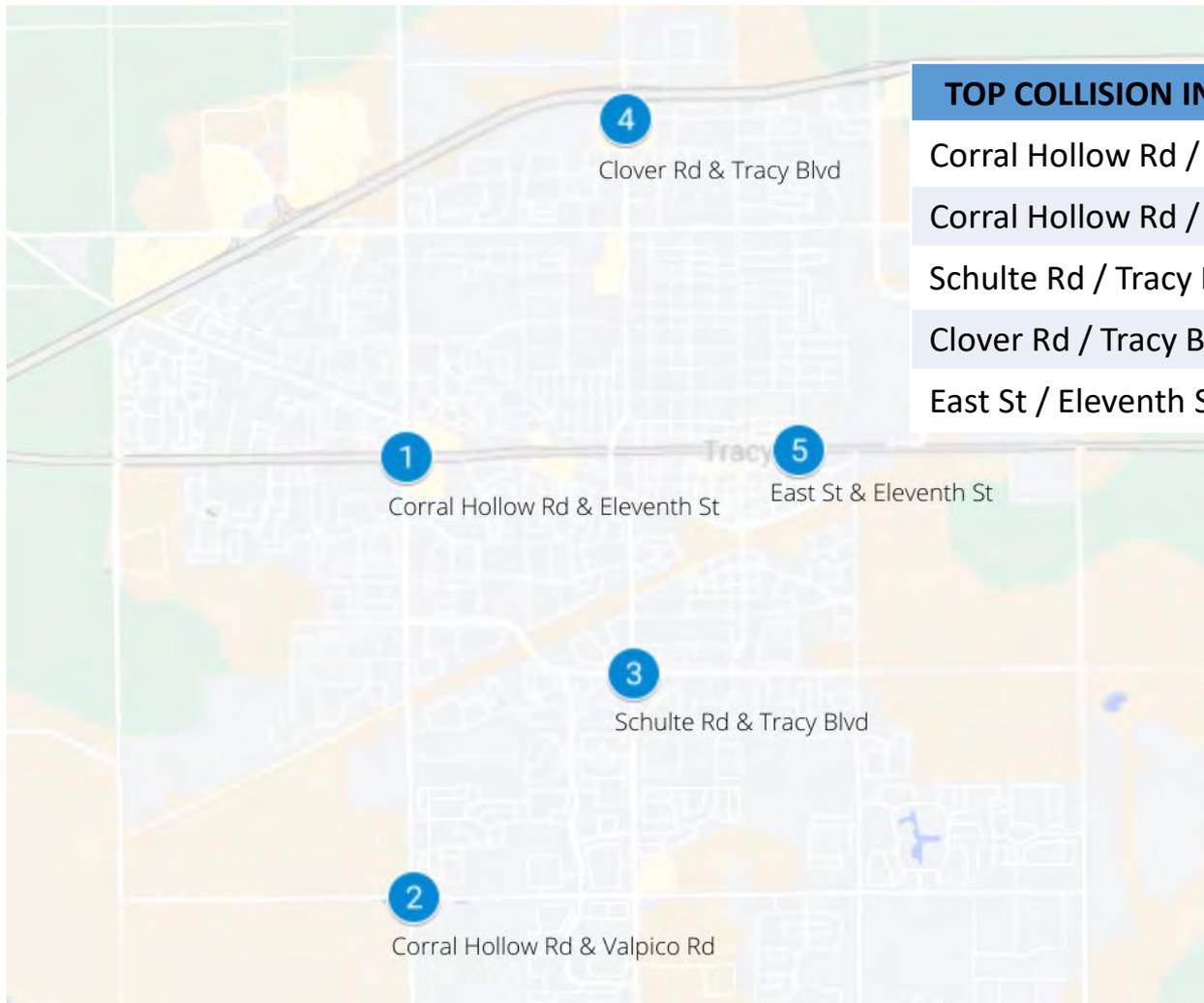
Total Citations = 5,974



Total Collisions = 668



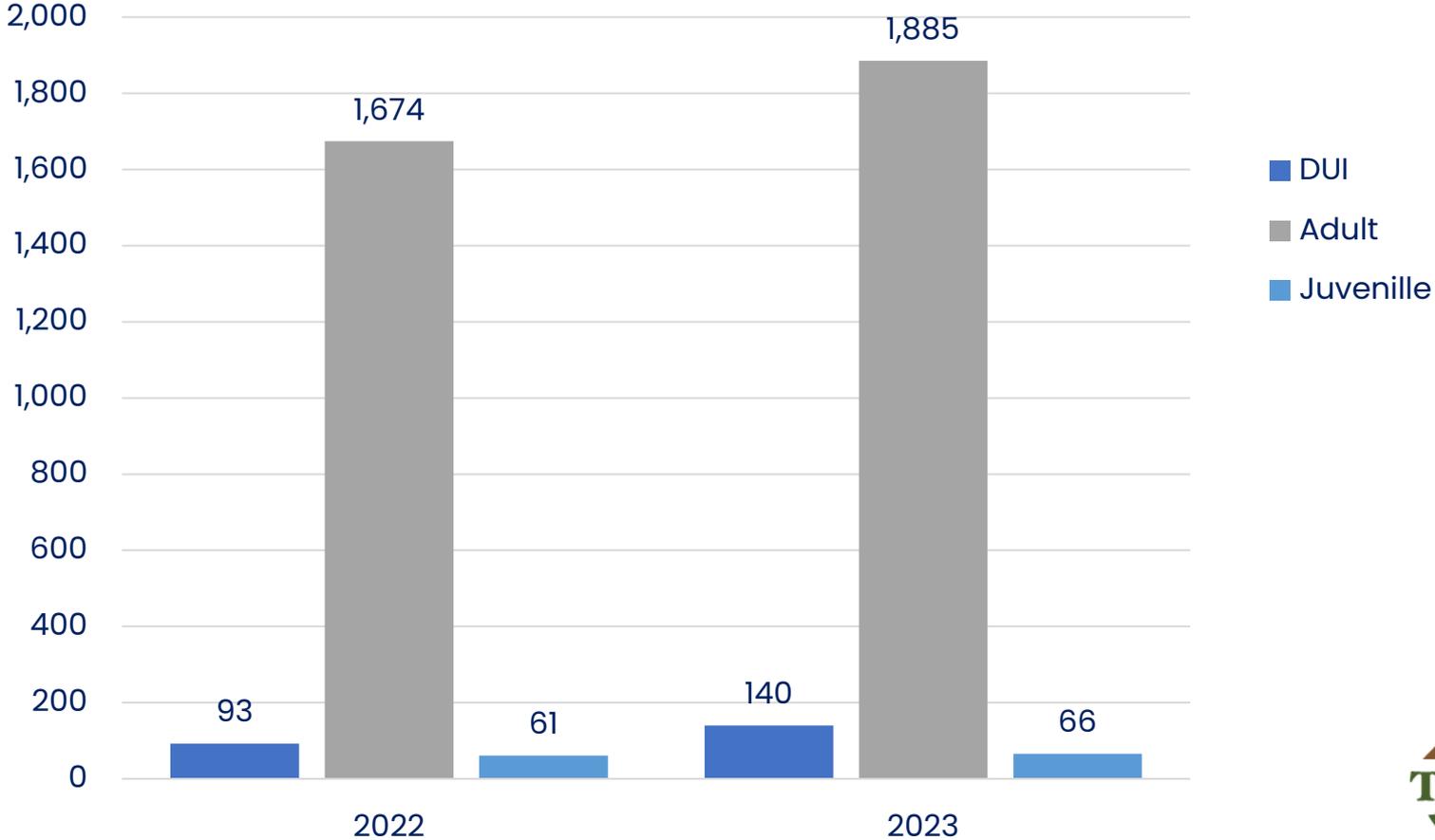
TOP 5 COLLISION LOCATIONS



| TOP COLLISION INTERSECTIONS | 2023 TOTALS |
|--------------------------------|-------------|
| Corral Hollow Rd / Eleventh St | 14 |
| Corral Hollow Rd / Valpico Rd | 8 |
| Schulte Rd / Tracy Blvd | 8 |
| Clover Rd / Tracy Blvd | 6 |
| East St / Eleventh St | 5 |



2023 ARRESTS



PERSONNEL INVESTIGATIONS

Professional Standards & Training Division

PERSONNEL INVESTIGATIONS

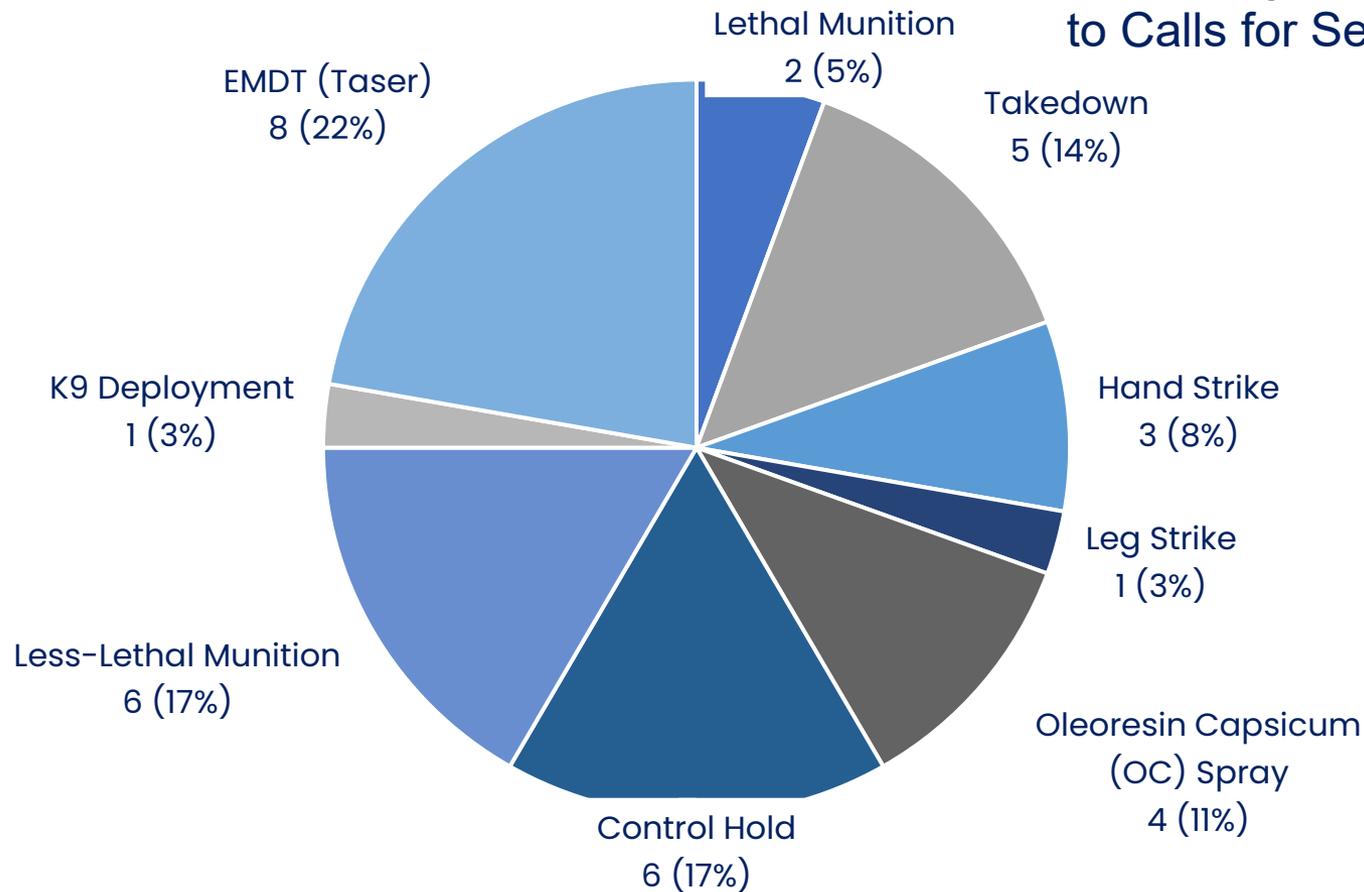
| Category | Exonerated | Not Sustained | Sustained | Unfounded | Admin. Closure | Pending | Total |
|---------------------------|------------|---------------|-----------|-----------|----------------|---------|-------|
| Administrative Complaints | 2 | 0 | 3 | 0 | 0 | 0 | 5 |
| Citizen Complaints | 1 | 0 | 0 | 0 | 11 | 1 | 13 |

- Total Personnel Investigations: 18
- Percentage of complaints to Calls for Service: 0.02%



TYPES OF FORCE USED

- Total uses of force: 18
- Total applications of force: 36
- Percentage of Uses of Force to Calls for Service: 0.02%



2023 TPD ACCOMPLISHMENTS

BUREAU OF FIELD OPERATIONS

- A final clean-up of El Pescadero Park was completed on December 20, 2023, restoring the park back to its intended purpose
 - Final clean-ups were completed at Detention Basin 4 and Detention Basin 5 (Plascencia Fields) prior to El Pescadero Park
- Crossroads e-Ticket Writing Software was implemented
- Directed Patrol Unit (DPU) Deployment
- Flock Safety Automated License Plate Readers (ALPRs)
- Officers and Staff hosted or attended 193 community engagement events
- Officers deployed Unmanned Aircraft Systems (UAS) a total of 156 times



2023 TPD ACCOMPLISHMENTS

BUREAU OF INVESTIGATIONS

- The Special Investigations Unit collaboration with the San Joaquin County District Attorney's Office Fentanyl Intervention and Response Safety Team
- General Investigations Unit investigated 8 homicides
- Victim-Witness Advocate collaboration with the San Joaquin County District Attorney's Office
- Funds granted for buildout of Real Time Information Center (RTIC)

PROFESSIONAL STANDARDS & TRAINING DIVISION

- Overseeing construction improvements of the TPD Range
- Handled 5 internal administrative investigations
- Hosted Active Shooter trainings in conjunction with Tracy Unified School District, South San Joaquin County Fire Authority, City of Tracy Staff, and local businesses



Think Inside the Triangle™

2023 TPD ACCOMPLISHMENTS

BUREAU OF SUPPORT SERVICES

- The Shelter Neuter Return Program successfully processed 308 cats.
- Communications worked on ensuring the maps in Mark43 were up-to-date
- Grant Highlights:
 - California Opioid Settlement Funds - \$135,839.73
 - Best Friends Life-Saving Grant for Cats - \$26,750
 - Byrne Discretionary Grant - \$391,328
 - Behavioral Health Justice Intervention Services Grant - \$213,000



Agenda Item 3.F

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a resolution approving the Capital Improvement Projects Prioritization Policy.

EXECUTIVE SUMMARY

The Capital Improvement Plan is the City of Tracy's (City) comprehensive multi-year plan for the funding and implementation of the City's capital facilities and improvements. Annually, Council adopts a Capital Improvement Plan and budget. To aid in the process of reviewing Capital Improvement Project (CIP) requests, staff prepared a CIP Prioritization Policy and presented it to the Tracy Finance Committee (Committee) on March 26, 2024.

BACKGROUND AND LEGISLATIVE HISTORY

Infrastructure, technology, and major equipment are the physical foundation for providing services to the City. The procurement, design, construction, maintenance, and operation of capital assets are critical activities of the City and require careful planning.

Capital planning is critical to the City's essential services, economic development and strategic plan. Capital facilities and infrastructure are important legacies that serve current and future generations. It is critical for the City to address the current and long-term needs of the community by creating a sound multi-year capital plan that clearly identifies capital needs, funding options and operating budget impacts.

The City's Capital Improvement Plan identifies all the capital maintenance, facilities, major equipment and improvements needed within the next fiscal year. The projects within the plan usually involve a cost of more than \$50,000, take one year or more to complete, and result in the creation or maintenance of a capital asset. While the projects within the plan may take more than one year to complete, the budget is appropriated within the fiscal year in which the project is approved.

Annually, staff prepares the budget for the Capital Improvement Plan for Council review and approval. Staff requests for individual CIPs are prepared in alignment with the City's adopted Strategic Priority work plan. Because projects within the Capital Improvement Plan often have a high cost, there are often competing needs with limited funding available.

At the January 23, 2024 Finance Committee meeting, Chair Arriola requested staff return with a policy for the prioritization of the CIPs in the annual Capital Improvement Plan. On March 26, 2024, staff presented the draft CIP Prioritization Policy to the Committee and the Committee has recommended Council approval of the policy.

ANALYSIS

A comprehensive, fiscally sustainable capital plan is essential to ensure continued delivery of services to residents and continued fiscal health of the City. Staff has prepared a Capital Improvement Plan Prioritization Policy to formally establish prioritization criteria for the funding and implementation of the annual Capital Improvement Plan. The City follows the best practices for multi-year capital planning as established by the Government Finance Officers Association (GFOA). Best practices include:

- Identification of needs
- Determination of financial impacts
- Prioritization of capital requests
- Development of a comprehensive financial plan

While projects have been prioritized annually, the creation of a uniform prioritization policy will allow for consistent prioritization that aligns with the City's adopted strategic priorities.

A proposed draft CIP Prioritization Policy is attached as Attachment A. The proposed policy includes a ranked priority list of categories of capital improvement projects and enumerated policy considerations for determining the priority-category for a particular project.

FISCAL IMPACT

Annually, staff prepares a CIP budget for Council review and approval. Creation of a CIP prioritization policy allows the City to create a comprehensive financial plan to ensure effective management of capital assets.

STRATEGIC PLAN

This agenda item supports the Governance strategic priority, goal two, ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Finance Committee recommend that the City Council adopt a resolution approving the Capital Improvement Projects Prioritization Policy.

Prepared by: Sara Cowell, Director of Finance

Reviewed by: Bijal Patel, City Attorney

Approved by: Karin Schnaider, Assistant City Manager

ATTACHMENTS:

Attachment A: CIP Prioritization Policy

Attachment B: CIP Prioritization Policy Power Point Presentation

**CITY OF TRACY
COUNCIL POLICY**

Attachment A

SUBJECT: Council Capital Improvement Project (CIP) Prioritization Policy

DATE ISSUED: April 2, 2024

SECTION 1: **PURPOSE**

The purpose of this policy is for the City of Tracy to formally establish prioritization criteria for the funding and implementation of the Capital Improvement Plan (CIP). The CIP is a multi-year guide to the construction of community improvements. During the annual budget process, departments may submit requests for the CIP for the upcoming fiscal year. During the Finance Committee and Council workshops, potential projects are discussed, enabling Council to review staff recommended projects and prioritize based upon the criteria established within this policy.

SECTION 2: **POLICY**

CAPITAL PROJECT EVALUATION AND CONSIDERATIONS

In consideration of the prioritization of capital projects, the following should be taken into account:

Health, Safety, and Welfare Considerations: Projects that provide for health, safety, and welfare of its citizens. The City must provide safe drinking water, safe streets, and safe sidewalks, as well as adequate police and fire protection, solid waste disposal, storm water disposal and treatment of municipal sewage.

Revenue Generating and Cost Avoidance Considerations: Projects that enhance revenues or reduce costs shall be given consideration in order to improve the financial position of the City and enhance the ability to do future projects or deliver high levels of municipal services. New commercial, residential, and industrial development must pay for its infrastructure either by constructing these items or paying impact fees.

Strategic Priority Considerations: Projects that align with the City's adopted Strategic Priority work plan

Level of Service Considerations: Projects that meet or maintain minimum levels of service as established by the Federal, State, local government, or generally accepted engineering standards.

Maintenance Considerations: Projects that require ongoing maintenance after completion. Maintenance, staffing and equipment are critical elements that must be considered, as ongoing funding outside the Capital Improvement Plan will need to be established.

Aesthetic Considerations: Projects that improve or maintain community appearance and aesthetics in conjunction with quality of life in the community.

CITY OF TRACY
COUNCIL POLICY AND PROCEDURES

Leverage and Timing Considerations: Projects that may be funded by entitlement grants or competitive grants from the Federal, State, and local governments should be considered based on the availability of funds and requirements of the granting agency.

CAPITAL PROJECTS PRIORITY RANKING

Proposed Capital Projects shall be prioritized by the criteria established below and in alignment with available funding sources.

PRIORITY 1

Imperative (Must-do) – Projects that cannot be reasonably postponed in order to avoid harmful or otherwise undesirable consequences.

- A. Corrects a condition dangerous to public health or safety
- B. Satisfies a legal obligation
- C. Alleviates an emergency service disruption or deficiency
- D. Prevents irreparable damage to a valuable public facility

PRIORITY 2

Essential (Should-do) – Projects that address clearly demonstrated needs or objectives.

- A. Rehabilitates or replaces an obsolete public facility or attachment
- B. Stimulates economic growth and private capital investment
- C. Reduces future operating and maintenance costs
- D. Leverages available Federal, State or local funding

PRIORITY 3

Important (Could-do) – Projects that benefit the community but may be delayed without detrimental effects to basic services.

- A. Provides a new or expanded level of service
- B. Promotes intergovernmental cooperation
- C. Reduces energy consumption
- D. Enhances cultural or natural resources

PRIORITY 4

Desirable (Other Year) – Projects that are desirable but are not included in the Capital Improvement Plan because of funding limitations.



CITY COUNCIL CIP Prioritization Policy



April 2, 2024

Capital Improvement Plan (CIP)

The Capital Improvement Plan (CIP) is the City of Tracy's (City) comprehensive multi-year plan for the funding and implementation of the City's capital facilities and improvements.

Annually, Council adopts a Capital Improvement Plan budget. To aid in the process of reviewing CIP requests, staff has prepared a CIP Prioritization Policy for the Finance Committee's review and consideration.



Capital Project Evaluation & Considerations

In considering of the prioritization of capital projects, several factors should be considered by staff as project requests are prepared:

- **Health, Safety, and Welfare Considerations**
- **Revenue Generating and Cost Avoidance Considerations**
- **Strategic Priority Considerations**
- **Level of Service Considerations**
- **Maintenance Considerations**
- **Aesthetic Considerations**
- **Leverage and Timing Considerations**





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Capital Project Prioritization

The City's CIP identifies all the capital maintenance, facilities, major equipment and improvements needed within the next fiscal year.

The projects within the plan usually involve a cost of more than \$50,000, take one year or more to complete, and result in the creation or maintenance of a capital asset.

Projects in the plan often have a high cost, with limited funding available. Staff has prepared a draft CIP Prioritization Policy.

Projects under consideration by Council for the CIP shall be prioritized according to the criteria established in the draft policy, in alignment with available funding sources.

Priority 1

Imperative (Must-do) – Projects that cannot be reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

- A. Corrects a condition dangerous to public health or safety
- B. Satisfies a legal obligation
- C. Alleviates an emergency service disruption or deficiency
- D. Prevents irreparable damage to a valuable public facility

Priority 2

Essential (Should-do) – Projects that address clearly demonstrated needs or objectives.

- A. Rehabilitates or replaces an obsolete public facility or attachment
- B. Stimulates economic growth and private capital investment
- C. Reduces future operating and maintenance costs
- D. Leverages available Federal, State or local funding



Priority 3

Important (Could-do) – Projects that benefit the community but may be delayed without detrimental effects to basic services.

- A. Provides a new or expanded level of service
- B. Promotes intergovernmental cooperation
- C. Reduces energy consumption
- D. Enhances cultural or natural resources



Priority 4

Desirable (Other Year) – Projects that are desirable but are not included in the Capital Improvement Plan because of funding limitations.



Discussion



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-

APPROVING THE CAPITAL IMPROVEMENT PROJECTS PRIORITIZATION POLICY

WHEREAS, The City of Tracy (City) annually adopts a comprehensive multi-year Capital Improvement Plan for the funding and implementation of the City's capital facilities and improvements (Capital Improvement Plan); and

WHEREAS, The Capital Improvement Plan identifies all the capital maintenance, facilities, major equipment and improvements needed within the next fiscal year; and

WHEREAS, The projects within the Capital Improvement Plan usually involve a cost of more than \$50,000, take one year or more to complete, and face limited funding; and

WHEREAS, On January 23, 2024, the Tracy Finance Committee made a request for a policy to formally establish prioritization criteria of the Capital Improvement Plan; and

WHEREAS, Staff prepared a draft policy for prioritizing Capital Improvement Projects (CIP) in preparation of the Capital Improvement Plan for review and comment from the Tracy Finance Committee on March 26, 2024; the Tracy Finance Committee heard this item, reviewed the proposed policy and recommended approval of the policy attached hereto as Attachment A (CIP Prioritization Policy); and

WHEREAS, The CIP Prioritization Policy follows Government Finance Officers of America (GFOA) best practices for multi-year capital planning; and

WHEREAS, The CIP Prioritization Policy prioritizes projects within priorities one through four; with priority 1 being imperative, priority 2, essential, priority 3, important, and priority 4, desirable; and

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the CIP Prioritization Policy attached hereto as Attachment A.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on April 2, 2024, by the following vote:

| | |
|-------------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTENTION: | COUNCIL MEMBERS: |

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

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

Attachments:

Attachment A: Capital Improvement Project Prioritization Policy