

**From:** C Fleck <[REDACTED]>  
**Sent:** Sunday, March 2, 2025 7:23 AM  
**To:** Public Comment <publiccomment@cityoftracy.org>  
**Subject:** City Council Public Comment Request

Good Morning,

I would like to submit the following message to city council/public comment:

*"As Tracy's population continues to boom, we need to prioritize the quality of life improvements that must come along with it. As our population surpasses many of our neighboring cities, we have to compare our amenities to these other cities. Many of these next door cities have multiple nature parks, activity centers for kids and families, and dramatically more shopping and dining.*

*I often, regrettfully, find myself having to leave my city to spend my money and my time on the weekends with my family due to our extremely minimal amount of amenities. Please keep this in mind when making decisions that impact our community, residents, businesses, etc. Thank you."*

Health and Happiness,

Chris Fleckner  
[REDACTED]

**From:** Sukhnoor <[REDACTED]>  
**Sent:** Tuesday, March 4, 2025 12:20 PM  
**To:** Public Comment <publiccomment@cityoftracy.org>  
**Subject:** Corral Hallow Rd Car Wash

Hello City Council members,

I hope this letter finds you well. I'm writing today as a local resident in Ellis Homes to share my support for the proposed car wash project at 4600 Corral Hallow Road. I think this project could be a great addition to our community.

First, I think we can all agree that convenience matters. The closest car wash is miles away, and a car wash in this spot would make life easier for people in the neighborhood—myself included. With how busy life can get, having a local place to take care of car maintenance would be a welcome addition, especially if it's done right.

On top of that, I see this project as a chance to create local jobs and bring more activity to the area. Small businesses like car washes don't just serve customers—they bring people in, and those people often end up supporting other nearby businesses, too. It feels like a win-win for everyone involved.

I'm also really encouraged by the fact that modern car washes tend to be much more eco-friendly than washing cars at home. I've read about systems that recycle water and use less energy overall, and I think projects like this show how we can balance convenience with responsibility.

Finally, I appreciate that the developers have taken steps to address any concerns about things like traffic or noise. It's reassuring to see that they're considering how this project will fit into the neighborhood, and I think that kind of thoughtful planning goes a long way.

Best Regards,

Sukhnoor

Today is like any other day. In the past 24 hours, Tracy DogGirls Rescue helped reunite 3 stray dogs off busy streets with their owners.

We've been asked today to take in 5 different stray dogs as citizens cannot hold dogs the shelter has no room for. Well here we are 13 months after this discussion started no closer to a viable solution.

We are trying to find fosters for those 5 dogs to help the community but without a location our hands are tied. What will happen to these dogs? They are told to put them where they were found and release them.

Tracy DogGirls Rescue has the capability with volunteers and the community support to impact these 5 precious dogs if we had a location an old warehouse, A place where we can care for them , walk them, feed them and get them adopted by amazing families

WE need change today not tomorrow ,next week or even next month. We are asking the city council to help. Help us continue to make the impact we are. Can any of you foster a dog or a puppy? We are seeing greater numbers of pregnant mommas and now puppies all over town. Let's stop these pregnancies by enforcing spay and neuter and let's get them into the shelter or a rescue who will take care of this. To tell people to rehome the dogs does not help ,it only means more puppies in 10-12 months. It's a vicious cycle that needs to stop and we need solutions now to change it. Tracy DogGirls Rescue is open to discussions to reach solutions that help the citizens of Tracy and save the lives of so many dogs in our town

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*Of Counsel*  
 MARC D. JOSEPH

March 4, 2025

**VIA EMAIL AND U.S. MAIL**

Dan Arriola, Mayor  
 City Council  
 333 Civic Center Plaza  
 Tracy, CA 95376  
 Email: [tracycitycouncil@cityoftracy.org](mailto:tracycitycouncil@cityoftracy.org)

**Via Email**

Forest Ebbs, Director of Community and Economic Development  
 Email: [forrest.ebbs@cityoftracy.org](mailto:forrest.ebbs@cityoftracy.org)

Genevieve Federighi, Associate Planner  
 Email: [Genevieve.Federighi@cityoftracy.org](mailto:Genevieve.Federighi@cityoftracy.org)

**Re: Notice of Settlement – Tracy Costco Depot Annex Project  
(A/P19-00001; D19-0014; SCH # 2020080531)**

Dear Mayor Arriola, Council Members, Mr. Ebbs, and Ms. Federighi:

This firm represents San Joaquin Residents for Responsible Development (“San Joaquin Residents” or “Residents”) with regard to the above-referenced Tracy Costco Depot Annex Project (A/P19-00001; D19-0014; SCH # 2020080531) (“Project”) proposed by Costco Wholesale Corporation (“Developer”). On December 4, 2024, Residents submitted comments on the Final Environmental Impact Report (“FEIR”) to the City of Tracy (“City”) alleging various legal and factual errors in the City’s environmental review under the California Environmental Quality Act (“CEQA”), Public Resources Code Section 21000 et seq. for the Project.

On December 4, 2024, the City Planning Commission approved a resolution to recommend City Council approval of the Developer’s applications for Annexation, Pre-zoning, and Development Review Permit, and to certify the Final Environmental Impact Report (“FEIR”) and adopt a mitigation monitoring and reporting program (“MMRP”) for the Project.

7539-013j

We are pleased to report that, as a result of direct discussions with the Applicant, the Applicant has agreed to implement additional environmental measures above and beyond what was identified as necessary by the City in the FEIR. The Applicant is contractually obligated to implement the following measures based on the Agreement between Residents and the Applicant:

**A. Air Quality and Health Risk**

1. Valley Fever:

- 1.1. Prepare an Injury and Illness Prevention Program (“IIPP”) prior to the commencement of construction in compliance with CCR Title 8, §3203, Injury and Illness Prevention Program. The IIPP will outline roles and responsibilities for implementing the program, outline specific safe and healthy work practices including recognizing workplace hazards resulting from earth-moving construction tasks, include a communication system for sharing hazard identification and reporting for all affected employees and provide resources for employees seeking medical care.
- 1.2. Address fugitive dust control notably as related to high wind events in compliance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 8021. A lime treatment will be applied to the soil to reduce fugitive dust emissions during construction activities.
- 1.3. Apply water to disturbed areas a minimum of three times a day. Watering will also be conducted continuously during excavation activities consistent with SJVAPCD fugitive dust rule requirements.
- 1.4. Create and implement a site-specific air (area) monitoring program for fugitive dust (PM10) as determined to be appropriate by a Certified Industrial Hygienist (CIH) and protocols for dust control measures to be employed in response to monitored dust levels in order to minimize exposure to PM10 that may contain Valley Fever spores.

- 1.5. Provide hygiene facilities for hand washing and designated break and/or smoking areas in compliance with CCR Title 8, §5141, Control of Harmful Exposures to Employees. Signage will be posted throughout the site location to highlight the risks of dust exposure and reiterate the same to employees during weekly safety briefings.
- 1.6. Cease earth-moving activities during high wind events consistent with SJVAPCD fugitive dust rule requirements.
- 1.7. Limit outdoor construction in the fall season as feasible. Paving and hardscaping activities will be completed as soon as possible.
- 1.8. Include best management practices in the dust control plan for securing loads on trucks during transport. The perimeter of the site will comply with SJVAPCD Rule 8041, which prevents or limits fugitive dust emissions from carryout and trackout.
- 1.9. Include best management practices in the dust control plan to provide a dedicated onsite changing area, hygiene facilities and posted procedures on correct methods to minimize dust carryout. The contractor(s) will also review dust control procedures during the weekly safety meetings. These controls will be implemented in accordance with CCR Title 8, §5141, Control of Harmful Exposures to Employees and CCR Title 8, §3203, Injury and Illness Prevention Program.
- 1.10. Incorporate education related to dust exposure from clothing in the site-specific Health and Safety Plan (HASP) and in compliance with CCR Title 8, §3203, Injury and Illness Prevention Program.
- 1.11. Provide initial and annual awareness training in accordance with California Labor Code §6709 and incorporate regular safety briefings. Costco and its contractor(s) will provide hygiene requirements and decontamination protocols related to dust exposure from clothing in the HASP and in compliance with CCR Title 8, §5141, Control of Harmful Exposures to Employees and CCR Title 8, §3203, Injury and Illness Prevention Program.

- 1.12. Post signage to communicate dust-related hazards in compliance with CCR Title 8, §3203, Injury and Illness Prevention Program. Site access will be controlled with all visitors required to sign in and complete a safety briefing. All visitors will be escorted by a contractor(s) representative and access will be restricted to authorized personnel during high earth-moving activity.
- 1.13. The HASP and IIPP will be used to communicate reporting, first aid and medical treatment protocols. The contractor(s) will post local clinic listings, including phone number, address, and maps onsite for worker access. Relevant health and safety information, including these resources, will be reviewed in weekly safety briefings in compliance with CCR Title 8, §3203, Injury and Illness Prevention Program. Respiratory protection will be provided in accordance with CCR Title 8, §5144, Respiratory Protection. If a Valley fever diagnosis is identified by a medical office, a medical release will be required prior to the worker returning to the jobsite to ensure worker safety.
- 1.14. Respirators:
  - 1.14.1. Provide half-face respirators equipped with a minimum assigned protection factor of 10 for use during worker collocation with surface disturbance activities. Half-face respirators equipped with P-100 filters will be made available for workers who request additional personal protective equipment. The HASP will identify job tasks and work activities that require a respirator during earth-moving activities. Air monitoring results will be reviewed by the project CIH with authority to upgrade and/or downgrade respiratory protection requirements according to occupational exposures to Particulates Not Otherwise Regulated (PNOR), Respirable Fraction.
  - 1.14.2. Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.

- 1.15. Enclosed Cabs: Provide high-efficiency particulate (“HEP”)-filtered, air-conditioned enclosed cabs on heavy construction equipment. Train workers on proper use of cabs, such as turning on air conditioning prior to using the equipment and keeping windows closed. Provide communication methods, such as 2-way radios, for use in enclosed cabs.

## B. Hazards

1. Battery Energy Storage System:
  - 1.1. Develop an emergency response and emergency action plan (the “Plan”) in coordination with the City of Tracy Fire Department (“Fire Department”) that includes an overview of the Project’s battery energy storage system (“BESS”) and includes the following requirements:
    - 1.1.1. Establish response procedures for a BESS equipment malfunction or failure;
    - 1.1.2. Establish notification and communication procedures between the facility and the Fire Department ; and
    - 1.1.3. Maintain an abbreviated summary of the emergency response and emergency action plan on-site for ease of use during emergency response, including the following information:
      - 1.1.3.1. Site overview map including facility access points, simplified equipment layout, fire hydrant, and muster locations for on-site personnel;
      - 1.1.3.2. Essential facility information for first responders to refer to upon arrival; and
      - 1.1.3.3. Summary of the on-site hazard mitigation systems.
    - 1.1.4. The Plan shall be approved by the Fire Department in accordance with Fire Department requirements.

March 4, 2025  
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These measures provide additional benefits to the community regarding air quality and public health as part of a legally enforceable settlement agreement. These measures also resolve any issues and concerns raised in Residents' comments.

As such, Residents' objections to the Project and the FEIR are fully resolved, and we respectfully request that the City Council approve the Project.

Please let me know if you have any questions.

Sincerely,



Kevin Carmichael

KTC:ljl



March 3, 2025

Via Electronic Mail

Tracy City Council  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376  
[tracycitycouncil@cityoftracy.org](mailto:tracycitycouncil@cityoftracy.org)  
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Re: City Council Consideration of the Costco Warehouse Project

Dear Mayor Arriola and Honorable Members of the City Council:

The Sierra Club submits the following letter and attached documents so that decision-makers and members of the public have all relevant information needed to make an informed decision about this proposed project.

We have read the staff report and are perplexed that the report contains no mention of the settlement agreement and additional mitigation measures that were negotiated between the Sierra Club and Costco.

To ensure that the record contains all relevant documents, we have attached the settlement agreement, including the additional mitigation measures Costco has agreed to incorporate into the project. The settlement agreement was included in the Planning Commission packet for their meeting on December 4, 2024, but the agreement does not appear to be included in this City Council staff report.

We appreciate the efforts by Costco to further mitigate the air quality, greenhouse gas, and other impacts of their proposed warehouse project, beyond what the City was requiring. We expect that this level of mitigation will become the standard for all future warehouse projects that are approved in the City of Tracy, including pending projects such as the Banta warehouse and future Prologis projects in the City and County.

## Press Release

See <https://www.sierraclub.org/press-releases/2024/12/sierra-club-costco-settlement-secur...groundbreaking-clean-truck>

In December, 2024 the Delta Sierra Group announced a legal settlement with Costco, the third largest retailer in the country. The agreement will require Costco's proposed 1.7-million-square-foot warehouse project in Tracy to transition to an electric truck fleet years ahead of state goals. The agreement also requires on-site solar generation, charging infrastructure and other requirements to mitigate air pollution and greenhouse gas emissions from the project (see attached press release).

Sierra Club's Delta Sierra Group, together with its legal counsel Shute, Mihaly & Weinberger and attorneys with the Sierra Club, negotiated with Costco for several months to incorporate these enhanced mitigation measures into its project plans.

### **Additional mitigation measures included in the Settlement Agreement**

The following is a partial list of the most important "enhanced measures" agreed to by Costco. The full list of measures is included in Attachment A of the settlement agreement.

**EM-1: Renewable Power:** The Project applicant shall supply 100% of project electricity demand from renewable sources. The Project applicant shall procure power from a combination of onsite solar generation and direct source renewable purchased energy; however, at no time shall the Project site be supplied with any greater than 3.4 megawatts of direct source renewable purchased energy. Upon project opening, the Project applicant shall generate at least 3.8 megawatts of renewable electricity from solar facilities located on site. Such facilities may include solar photovoltaic panels on the roofs of the buildings or elsewhere on site (e.g., awnings, canopies or "solar trees" in parking area). The Project shall be designed and constructed to allow future expansion of solar facilities on site as electricity demand increases. The Project applicant shall, as part of the solar microgrid, install a battery storage system with enough capacity to power the project's basic building functions for 48 hours.

**EM-6: Zero Emission Forklifts, Yard Trucks and Yard Equipment:** The Project Applicant shall ensure that all exclusively on-site vehicles owned and operated by Costco (i.e., forklifts, yard goats, pallet jacks, scissor lifts, etc.) shall be electric or zero-emission vehicles, and shall provide on-site electrical charging facilities to adequately service such electric vehicles.

**EM-7: Truck Idling Restrictions:** The Project Applicant shall take reasonable measures to restrict truck idling (during construction and operation) onsite to a maximum of two minutes, and in no instance shall idling exceed five minutes. To achieve this limit, (a) trucks owned or operated by Costco that access the project site must be equipped with engine idle shutdown timers and (b) developer will inform drivers and operators of idling time limits by including highly visible signage at key points onsite, such as at docks and delivery areas. The Project Applicant shall train managers and employees on efficient scheduling and load management to minimize queuing and idling of trucks.

**EM-8: Electric Charging:** The Project Applicant shall provide electrical outlets for charging of employee e-bikes. The Project Applicant shall install conduit as infrastructure for electric vehicle charging stations onsite to allow for the Project to serve electric trucks in the future. Such conduit shall be provided on

the site to serve 50% of the number of truck docking stations, with the location of conduit at the discretion of the developer (e.g., truck trailer parking spaces or other locations). The Project Applicant shall ensure that sufficient electric vehicle charging stations are installed when necessary to serve the charging demands of electric trucks and vehicles domiciled at the Project site.

**EM-14: Project Operations, Employee Trip Reduction:** The Project applicant shall implement feasible Transportation Demand Management (TDM) strategies, which would decrease the VMT generated by the Project by 15 percent. Specific potential TDM strategies include, but are not limited to, the following:

- Emergency Ride Home (ERH) Program
- Existing, Agency-Run Employee Rideshare Program
- Employee Ride-Share Messaging and Promotion
- Designated Parking Spaces for Car Share Vehicles
- City Minimum or Fewer Parking Stalls
- Bicycle Parking at Front Entrance of Buildings: Secure, and Indoors or Covered
- Electrical Outlets for E-Bike Charging
- Lockers and Showers for Employees
- Onsite Food and Drink Service for Sale for Employees
- Enhanced Pedestrian Crossing Treatment within Site

The TDM Plan shall be submitted to the City for review, and the effectiveness of the TDM Plan shall be evaluated, monitored, and revised, if determined necessary by the City. The TDM Plan shall include the TDM strategies that will be implemented during the lifetime of the proposed Project and shall outline the anticipated effectiveness of the strategies. The effectiveness of the TDM Plan may be monitored through annual surveys to determine employee travel mode split and travel distance for home-based work trips, and/or the implementation of technology to determine the amount of traffic generated by and home-based work miles traveled by employees, which shall be determined in coordination with the City. Additionally, should the initial TDM Plan submitted to the City for review be projected to fall short of achieving a 15 percent decrease in VMT, the Project applicant shall pay any VMT banking fee in effect at the time of building permit issuance to secure VMT credits of a total of 15 percent for the subject building, taking into account the stated percent efficacy for the TDM measures above. Should the initial TDM Plan submitted to the City for review be projected to fall short of achieving a 15 percent decrease in VMT and a VMT banking fee is not in effect at the time of building permit issuance, the Project applicant shall make a one-time contribution to the City of Tracy transit service provider, TRACER, equal to the amount that would be calculated using the City's draft VMT banking fee of \$633.11 per VMT, as documented in the Transportation and Circulation section of the Draft EIR, to enable opportunity of transit services that would benefit the Tracy community in perpetuity and overcome the TDM Plan's shortfall in projected VMT reduction

**EM-B: Zero Emission Heavy-Duty Trucks:** The following mitigation measures shall be implemented during all on-going business operations and shall be included as part of contractual lease agreement language, if the facility is leased in the future, to ensure the tenants/lessees are informed of all on-going operational responsibilities.

The property owner/tenant/lessee shall ensure that a 72% of all heavy-duty (Class 7 and 8) truck trips transporting goods from the Direct Delivery Center warehouse facility on the project site to the Market Delivery Operations facilities (that 72% being the "MDO Trips") are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet making MDO Trips fully zero-emission by December 31, 2027 or when commercially available for the intended application, whichever date is later.

A zero-emission vehicle shall ordinarily be considered commercially available if the vehicle is capable of serving the intended purpose and is included in California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, <https://californiahvip.org/>, or listed as available in the US on the Global Commercial Vehicle Drive to Zero inventory, <https://globaldrivetozero.org/>. In order for such vehicles to be considered are commercially unavailable, at least three (3) months prior to the deadline above, the operator must submit documentation from a minimum of three (3) EV dealers identified on the [californiahvip.org](https://californiahvip.org) website demonstrating the inability to obtain the required EVs or equipment needed within 6 months.

In addition to the obligations above, the property owner/tenant/lessee shall ensure that, regardless of commercial availability determinations, a minimum of the following percentages of heavy-duty trucks (Class 7 and 8) making MDO Trips domiciled on the project site shall be zero-emission vehicles: 10% by December 31, 2027; 25% by December 31, 2030; 50% by December 31, 2033; 75% by December 31, 2036; and 100% by December 31, 2039.

Zero-emission heavy-duty trucks which require service can be temporarily replaced with model year 2014 or later trucks. Replacement trucks shall be used for only the minimum time required for servicing fleet trucks.

**EM-C: Zero Emission Vehicles:** The property owner/tenant/lessee shall utilize a "clean fleet" of vehicles/delivery vans/trucks (Class 2 through 6) as part of business operations as follows: For any vehicle (Class 2 through 6) owned by the property owner/tenant/lessee that travels to and from the project site, the following "clean fleet" requirements apply: (i) 65% of the fleet will be zero emission vehicles at start of operations, (ii) 80% of the fleet will be zero emission vehicles by December 31, 2025, and (iv) 100% of the fleet will be zero emission vehicles by December 31, 2027.

Zero-emission vehicles which require service can be temporarily replaced with alternate vehicles. Replacement vehicles shall be used for only the minimum time required for servicing fleet vehicles.

The property owner/tenant/lessee shall not be responsible to meet "clean fleet" requirements for vehicles used by common carriers operating under their own authority that provide delivery services to or from the project site.

**EM-D: Compliance Report:** For the first five (5) years following project approval, the Operator of the warehouse facilities shall submit to the Sierra Club an annual compliance report within 30 days of December 31 each year addressing compliance with EM-B and EM-C. If the Sierra Club asks the Operator any clarifying questions or requests, the Operator shall respond to such inquiry in writing within thirty

(30) days. If the Operator has not fully complied with EM-B within 5 years, the Operator shall submit a compliance report to the Sierra Club within 30 days of December 31, 2030, 2033, 2036, and 2039. Once the Operator has fully complied with EM-B or EM-C by transitioning to 100% zero-emission vehicles, no further reporting for that measure shall be required.

Prior to receipt of a final certificate of occupancy for each of the two phases of the Project (DDC building and Annex building), Developer will submit to the Sierra Club a report demonstrating compliance with all applicable measures in the MMRP and measures committed to in the agreement with the Sierra Club. Developer will endeavor to provide the Sierra Club with at least thirty (30) days' prior notice in advance of submitting the reports. If the Sierra Club asks the Developer any clarifying questions or requests, the Developer shall respond to such inquiry in writing within thirty (30) days.

**EM-E: Lease Agreements and Future Owners:** Any tenant lease agreements for the project site shall include a provision requiring the tenant/lessee to comply with all applicable requirements of the MMRP, a copy of which shall be attached to each tenant/lease agreement. All obligations of the Project Applicant in these Tracy Costco Depot Annex Enhancement Measures shall apply to any future owner or operator of the Project.

**EM- H: Building Codes:** Project construction shall be subject to all applicable City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built to, at a minimum, meet the Nonresidential Voluntary Measures of the applicable California Green Building Standards code, Divisions A5.1, 5.2 and 5.5, including but not limited to the Tier 2 standards in those Divisions, where applicable; provided, however, that the Tier 2 standards relating to the electric vehicle parking space requirements (e.g., CalGreen sections A5.106.5.1.2, A5.106.5.3.3, and A5.106.5.3.4) shall not pertain. Instead, Buildings 1 and 2 of the Project shall meet at least the July 2022 Green Building Standards Code mandatory requirements (effective January 1, 2023, or the requirements of a later version of the Green Building Standards Code, if applicable) for the number of employee and visitor parking stalls that shall be wired for electric vehicle charging (i.e., EV capable spaces) and that shall be active EV charging parking spaces (i.e., spaces supplied with EV Supply Equipment) upon the start of operation. Signage shall be installed at the parking stalls with EV wiring that are not active at the start of operation to indicate that such parking spaces will be converted to EV spaces once there is demand for such EV spaces. Beginning upon operation of the first building constructed and ending upon five (5) years after the completion of construction of the second building, the Project Applicant shall annually survey employees on their EV charging interest and demands and accommodate demand with additional EV charging equipment to meet demand.

## Conclusion

In conclusion, we are grateful that Costco has agreed to implement these very important enhanced mitigation measures. The measures taken as a whole will go a long way to mitigate air quality and greenhouse gas emissions generated by the project. We hope and expect that all future large warehouse projects approved by the City of Tracy will also be required to implement these types of

measures in their projects. We also expect that any future warehouse ordinance considered by the City will include these measures at a minimum.

Very truly yours,

Margo Praus, Chair and Eric Parfrey, member  
Delta-Sierra Group

Cc:      Tracy City Manager (via email)  
            Tracy City Clerk (via email)

Attachments:

- A. Press release from the Sierra Club
- B. Settlement Agreement between Costco and the Sierra Club

## ATTACHMENT A

### **Sierra Club, Costco Settlement Secures Groundbreaking Clean Truck Requirements in Tracy**

Measures are among the strictest ever imposed on a warehouse project in California

December 2, 2024

Contact

Sander Kushen, [sander.kushen@sierraclub.org](mailto:sander.kushen@sierraclub.org)

**TRACY, Calif.** — The Sierra Club announced a legal settlement with Costco today that will require a massive, 1.7-million-square-foot warehouse project in Tracy to transition to an electric truck fleet years ahead of state mandates. The settlement, which resolves California Environmental Quality Act claims, also requires on-site solar generation, charging infrastructure and other requirements to mitigate air pollution and greenhouse gas emissions from the project.

“This settlement transforms what would have been business as usual diesel truck trips into a cutting edge transition plan for zero-emission vehicles,” said **Eric Parfrey, a long-time activist from Sierra Club's Mother Lode Chapter.** “These clean fleet requirements, along with Costco's mandate to supply 100% of the project's electricity demand with renewable energy, will prevent toxic air pollution and save lives in San Joaquin County.”

Under the agreement, 72 percent of heavy-duty trucks transporting goods from the facility to market delivery operations in other cities must be zero-emission by the end of 2027. Costco's on-site cargo handling equipment must be fully electric at the start of operations, and trucks at the project site will have to adhere to strict idling limits. The deal also requires Costco to power the project entirely with 100% renewable electricity and on-site solar generation.

The Costco settlement goes far beyond California's Advanced Clean Trucks Rule, which mandates only 11 percent of new heavy-duty truck sales be zero-emission by 2025. It represents the strongest clean fleet requirements the Sierra Club has achieved in any warehouse deal to date.

“The residents of Tracy can now breathe a bit easier,” **Parfrey** added. “Warehouse projects like this have the potential to benefit communities, but local government must proactively safeguard air quality from warehouse trucks and operations. This settlement will save the lives of children, our elderly and our other most vulnerable community members.”

The City of Tracy's Planning Commission will meet at 7:00 on Wednesday, December 4. The Sierra Club will be requesting that the city updates its Mitigation Monitoring and Reporting Program in order to allow the city to track the measures in the settlement.

**ATTACHMENT B**

**See separate PDF file**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between the Sierra Club, a California nonprofit public benefit association, and the Delta-Sierra Group (collectively, “Sierra Club”), and Costco Wholesale Corporation (“Developer”), (collectively referred to as “Parties” or singularly “Party”), to terminate fully and finally all disputes concerning the matters set forth below.

### **RECITALS**

WHEREAS, Developer proposes to develop an approximately 105-acre warehouse facility commonly known as the Tracy Costco Depot Annex (the “Project”) for light industrial land uses within the City of Tracy. The conceptual site plan proposes construction and operation of 1,736,724 square feet of warehouse space in two warehouse buildings, an employee parking lot with 576 parking stalls, approximately 600 truck and trailer parking stalls, and related infrastructure. Developer has applied to the City of Tracy (“City”) for the following project approvals: (1) adoption of a Resolution certifying the Tracy Costco Annex Environmental Impact Report (SCH #2020080531) (“EIR”), including a Statement of Overriding Considerations, and adoption of a Mitigation Monitoring and Reporting Program (“MMRP”); (2) pre-zoning of the property to M-1; (3) annexation of the Project site into the City; (4) approval of building design, landscaping, and other site features; and (5) building, grading, and other permits necessary for project construction ((1) through (5), collectively, the “Project Approvals”); and

WHEREAS, the Sierra Club submitted comments on the EIR requesting that additional air quality and other mitigation measures be included in the EIR and MMRP for the Project; and

WHEREAS, the Parties wish to resolve fully and finally all disputes that may exist between the Parties concerning the Project Approvals.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained above and incorporated in full below, the Parties agree as follows:

### **AGREEMENT**

For good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. If the City approves the Project, and the certified EIR and adopted MMRP include all of the Mitigation Measures in Part I of the attached Tracy Costco Depot Annex Project Enhanced Measures (Attachment A), and Developer submits to the City an amended Project Statement stating that the Project includes all of the Enhanced Measures in Part II of the attached Tracy Costco Depot Annex Project Enhanced Measures, then neither the Sierra Club nor any of its affiliates will, now or in the future, file or submit any petitions, complaints, claims, grievances, special proceedings or any other actions against the City or Developer with any state, federal, or local agency or court challenging the Project Approvals or the proposed annexation of the Project site into the City. If the Sierra Club or an affiliate of the Sierra Club makes any claim against any of the Project Approvals or

the proposed annexation of the Project site into the City in violation of this Section 1, such violation shall constitute a breach of this Agreement by the Sierra Club.

2. In connection with the development of the Project, Developer agrees to comply with both Parts I and II of the Tracy Depot Annex Project Enhanced Measures set forth in Attachment A and will comply with all applicable City building code requirements.
3. Provided that no claim has been initiated by the Sierra Club or any of its affiliates, Developer shall reimburse Sierra Club \$73,463.00 for Sierra Club's attorney's fees and costs incurred in the administrative phase of the Project Approvals. Payment shall be made to the Shute, Mihaly & Weinberger LLP trust account. Developer shall make this payment within ten (10) days of the expiration of the statute of limitations set forth in Section 21167 of the Public Resources Code applicable to actions or proceedings to attack, review, set aside, void, or annul the City of Tracy's determination of CEQA compliance for the Project Approvals, or within 90 days of the date this Agreement is fully executed, whichever is later.
4. This Agreement shall be effective and binding upon the Parties upon the execution of this Agreement by all parties.
5. Miscellaneous.
  - a. Exclusive Remedies. The Parties' sole and exclusive remedy for breach of this Agreement shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Agreement. In addition, no legal action for specific performance or injunction shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently completes the activities reasonably necessary to remedy the claimed breach.
  - b. Notices. All notices and other communications required to be provided pursuant to this Agreement shall be by electronic mail and by first class mail to the following persons at the following addresses:

**SIERRA CLUB:**

Margo Praus  
Delta-Sierra Group  
P.O. Box 9258  
Stockton, CA 95208  
[margopraus@msn.com](mailto:margopraus@msn.com)

with copy to:

Sierra Club  
Aaron Isherwood, Coordinating Attorney  
2101 Webster St., Suite 1300  
Oakland, CA 94612  
aaron.isherwood@sierraclub.org

with copy to:

Shute, Mihaly & Weinberger LLP  
Heather Minner  
396 Hayes Street  
San Francisco, CA 94102  
minner@smwlaw.com

**COSTCO:**

Costco Wholesale Corporation  
Alice Truong  
999 Lake Dr., Suite 200  
Issaquah, WA 98027  
altruong@costco.com  
(location # 1731/1732)

with copy to:

Anna Shimko  
Burke, Williams & Sorensen, LLP  
1 California St. Suite 3050  
San Francisco, CA 94111  
ashimko@bwslaw.com

- c. **Binding on Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective Parties. Developer shall record a copy of this Agreement against the Property. Developer will provide a copy of the recorded Agreement to Sierra Club within fifteen (15) days of such recording. The Parties shall give notice to all other Parties of any successor or assign of the Party.
- d. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any Party.
- e. **Assistance of Counsel.** Each Party specifically represents that it has consulted to its satisfaction with and received independent advice from its respective counsel

prior to executing this Agreement concerning the terms and conditions of this Agreement.

- f. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- g. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
- h. Governing Law and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce, invalidate, or interpret any provision of this Agreement shall be brought in San Joaquin County Superior Court.
- i. Entire Agreement. This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. No representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.
- j. Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- k. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release, and hereby agree to all terms and conditions herein, on the dates set forth below.

**SIERRA CLUB**

By: Margo Praus

Name: Margo Praus

Its: Chair, Delta-Sierra Group

Date: 11/8/2024

**COSTCO WHOLESALE**

By: Teresa Jones

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Name: Teresa Jones

Its: Executive Vice President of Depots & Traffic

Date: 11/14/2024

Attachment A: Tracy Costco Depot Annex Project Enhanced Measures

Attachment A: Tracy Costco Depot Annex Project  
Enhanced Measures

**Part I**

<p><b>EM-1: Renewable Power:</b> The Project applicant shall supply 100% of project electricity demand from renewable sources. The Project applicant shall procure power from a combination of onsite solar generation and direct source renewable purchased energy; however, at no time shall the Project site be supplied with any greater than 3.4 megawatts of direct source renewable purchased energy. Upon project opening, the Project applicant shall generate at least 3.8 megawatts of renewable electricity from solar facilities located on site. Such facilities may include solar photovoltaic panels on the roofs of the buildings or elsewhere on site (e.g., awnings, canopies or “solar trees” in parking area). The Project shall be designed and constructed to allow future expansion of solar facilities on site as electricity demand increases. The Project applicant shall, as part of the solar microgrid, install a battery storage system with enough capacity to power the project’s basic building functions for 48 hours.</p>
<p><b>EM-2: Indirect Source Review:</b> The Project Applicant shall comply with SIVAPCD Rule 9510 (Indirect Source Review) to reduce growth in both NOx and PM10 emissions.</p>
<p><b>EM-3: Architectural Coatings:</b> The Project applicant shall ensure that construction plans require that architectural and industrial maintenance coatings (e.g., paints) applied on the Project site shall be consistent with a VOC content of &lt;50 g/L. However, the Project applicant shall not be expected to exercise control over materials painted offsite by a third party.</p>
<p><b>EM-4: SIVAPCD Regulation VIII Compliance:</b> The Project Applicant shall, during construction, install signage on any unpaved primary construction accessways onsite on the project site to limit vehicle speeds to no more than 15 mph. The Project Applicant shall comply with SIVAPCD Regulation VIII (fugitive dust rule).</p>
<p><b>EM-5: Construction Meal Destinations:</b> Project construction plans and specifications shall require the contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide food service in a consistent manner.</p>
<p><b>EM-6: Zero Emission Forklifts, Yard Trucks and Yard Equipment:</b> The Project Applicant shall ensure that all exclusively on-site vehicles owned and operated by Costco (i.e., forklifts, yard boats, pallet jacks, scissor lifts, etc.) shall be electric or zero-emission vehicles, and shall provide on-site electrical charging facilities to adequately service such electric vehicles.</p>
<p><b>EM-7: Truck Idling Restrictions:</b> The Project Applicant shall take reasonable measures to restrict truck idling (during construction and operation) onsite to a maximum of two minutes, and in no instance shall idling exceed five minutes. To achieve this limit, (a) trucks owned or operated by Costco that access the project site must be equipped with engine idle shutdown timers and (b) developer will inform drivers and operators of idling time limits by including highly visible signage at key points onsite, such as at docks and delivery areas. The Project Applicant shall train managers and employees on efficient scheduling and load management to minimize queuing and idling of trucks.</p>
<p><b>EM-8: Electric Charging:</b> The Project Applicant shall provide electrical outlets for charging of employee e-bikes. The Project Applicant shall install conduit as infrastructure for electric vehicle charging stations onsite to allow for the Project to serve electric trucks in the future. Such conduit shall be provided on the site to serve 50% of the number of truck docking stations, with the location of conduit at the discretion of the developer (e.g., truck trailer parking spaces or other locations). The Project Applicant shall ensure that sufficient electric vehicle charging stations are installed when necessary to serve the charging demands of electric trucks and vehicles domiciled at the Project site.</p>
<p><b>EM-9: Project Operations, Food Service:</b> The Project Applicant shall provide food and drink service for sale onsite to provide meal options to operations employees in a consistent manner.</p>

Attachment A: Tracy Costco Depot Annex Project  
Enhanced Measures

**EM-10: Project Operations, Employee Trip Reduction:** The Project applicant shall implement feasible Transportation Demand Management (TDM) strategies, which would decrease the VMT generated by the Project by 15 percent. Specific potential TDM strategies include, but are not limited to, the following:

- Emergency Ride Home (ERH) Program
- Existing, Agency-Run Employee Rideshare Program
- Employee Ride-Share Messaging and Promotion
- Designated Parking Spaces for Car Share Vehicles
- City Minimum or Fewer Parking Stalls
- Bicycle Parking at Front Entrance of Buildings: Secure, and Indoors or Covered
- Electrical Outlets for E-Bike Charging
- Lockers and Showers for Employees
- Onsite Food and Drink Service for Sale for Employees
- Enhanced Pedestrian Crossing Treatment within Site

The TDM Plan shall be submitted to the City for review, and the effectiveness of the TDM Plan shall be evaluated, monitored, and revised, if determined necessary by the City. The TDM Plan shall include the TDM strategies that will be implemented during the lifetime of the proposed Project and shall outline the anticipated effectiveness of the strategies. The effectiveness of the TDM Plan may be monitored through annual surveys to determine employee travel mode split and travel distance for home-based work trips, and/or the implementation of technology to determine the amount of traffic generated by and home-based work miles traveled by employees, which shall be determined in coordination with the City. Additionally, should the initial TDM Plan submitted to the City for review be projected to fall short of achieving a 15 percent decrease in VMT, the Project applicant shall pay any VMT banking fee in effect at the time of building permit issuance to secure VMT credits of a total of 15 percent for the subject building, taking into account the stated percent efficacy for the TDM measures above. Should the initial TDM Plan submitted to the City for review be projected to fall short of achieving a 15 percent decrease in VMT and a VMT banking fee is not in effect at the time of building permit issuance, the Project applicant shall make a one-time contribution to the City of Tracy transit service provider, TRACER, equal to the amount that would be calculated using the City's draft VMT banking fee of \$633.11 per VMT, as documented in the Transportation and Circulation section of the Draft EIR, to enable opportunity of transit services that would benefit the Tracy community in perpetuity and overcome the TDM Plan's shortfall in projected VMT reduction

**EM-11: Yard Sweeping:** The Project Applicant shall devise and implement a property maintenance plan prior to project operation that includes sweeping parking lots regularly to remove road dust, tire wear, brake dust, and other contaminants.

**EM-12: Diesel Generators:** The Project Applicant shall ensure that diesel generators shall not be used on site during project operations, except in emergency situations, in which case such generators shall have Best Available Control Technology (BACT) that meets CARB's final Tier IV emission standards.

Attachment A: Tracy Costco Depot Annex Project  
Enhanced Measures

**Part II**

**EM-A: Construction Worker Trip Reduction:** Project construction plans and specifications will require contractor to provide transit and ridesharing information for construction workers.

**EM-B: Zero Emission Heavy-Duty Trucks:** The following mitigation measures shall be implemented during all on-going business operations and shall be included as part of contractual lease agreement language, if the facility is leased in the future, to ensure the tenants/lessees are informed of all on-going operational responsibilities. The property owner/operator/tenant/lessee shall ensure that 72% of all heavy-duty (Class 7 and 8) truck trips transporting goods from the Direct Delivery Center warehouse facility on the project site to the Market Delivery Operations facilities (that 72% being the "MDO Trips") are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet making MDO Trips fully zero-emission by December 31, 2027 or when commercially available for the intended application, whichever date is later. The property owner/operator/tenant/lessee shall ensure that 100% of all heavy-duty (Class 7 and 8) truck trips originating on the project site to move goods between the project site and the existing Costco Tracy Depot are zero-emission at the start of operations.

A zero-emission vehicle shall ordinarily be considered commercially available if the vehicle is capable of serving the intended purpose and is included in California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, <https://californiahvip.org/>, or listed as available in the US on the Global Commercial Vehicle Drive to Zero inventory, <https://globaldrivetozero.org/>. In order for such vehicles to be considered commercially unavailable, at least three (3) months prior to the deadline above, the operator must secure documentation from a minimum of three (3) EV dealers identified on the [californiahvip.org](https://californiahvip.org) website demonstrating the inability to obtain the required EVs or equipment needed within 6 months.

In addition to the obligations above, the property owner/operator/tenant/lessee shall ensure that, regardless of commercial availability determinations, a minimum of the following percentages of heavy-duty trucks (Class 7 and 8) making MDO Trips shall be zero-emission vehicles: 10% by December 31, 2027; 25% by December 31, 2030; 50% by December 31, 2033; 75% by December 31, 2036; and 100% by December 31, 2039.

Zero-emission heavy-duty trucks which require service can be temporarily replaced with model year 2014 or later trucks. Replacement trucks shall be used for only the minimum time required for servicing fleet trucks.

**EM-C: Zero Emission Vehicles:** The property owner/tenant/lessee shall utilize a "clean fleet" of vehicles/delivery vans/trucks (Class 2 through 6) as part of business operations as follows: For any vehicle (Class 2 through 6) owned by the property owner/tenant/lessee that travels to and from the project site, the following "clean fleet" requirements apply: (i) 65% of the fleet will be zero emission vehicles at start of operations, (ii) 80% of the fleet will be zero emission vehicles by December 31, 2025, and (iv) 100% of the fleet will be zero emission vehicles by December 31, 2027.

**Attachment A: Tracy Costco Depot Annex Project  
Enhanced Measures**

**Zero-emission vehicles which require service can be temporarily replaced with alternate vehicles. Replacement vehicles shall be used for only the minimum time required for servicing fleet vehicles.**

The property owner/tenant/lessee shall not be responsible to meet "clean fleet" requirements for vehicles used by common carriers operating under their own authority that provide delivery services to or from the project site.

**EM-D: Compliance Report:** For the first five (5) years following project approval, the Operator of the warehouse facilities shall submit to the Sierra Club an annual compliance report within 30 days of December 31 each year addressing compliance with EM-B and EM-C. If the Sierra Club asks the Operator any clarifying questions or requests, the Operator shall respond to such inquiry in writing within thirty (30) days. If the Operator has not fully complied with EM-B within 5 years, the Operator shall submit a compliance report to the Sierra Club within 30 days of December 31, 2030, 2033, 2036, and 2039. Once the Operator has fully complied with EM-B or EM-C by transitioning to 100% zero-emission vehicles, no further reporting for that measure shall be required.

Prior to receipt of a final certificate of occupancy for each of the two phases of the Project (DDC building and Annex building), Developer will submit to the Sierra Club a report demonstrating compliance with all applicable measures in the MMRP and in this Attachment A. Developer will endeavor to provide the Sierra Club with at least thirty (30) days prior notice in advance of submitting the reports. If the Sierra Club asks the Developer any clarifying questions or requests, the Developer shall respond to such inquiry in writing within thirty (30) days.

**EM-E: Lease Agreements and Future Owners:** Any tenant lease agreements for the project site shall include a provision requiring the tenant/lessee to comply with all applicable requirements of the MMRP, a copy of which shall be attached to each tenant/lease agreement. All obligations of the Project Applicant in these Tracy Costco Depot Annex Enhancement Measures shall apply to any future owner or operator of the Project.

**EM-F: SmartWay Program:** Owners, operators or tenants shall enroll and participate in the SmartWay program for eligible businesses, which is a voluntary public-private program developed by the US EPA that provides a system for tracking, documenting and sharing information about fuel use and freight emissions across supply chains and helps companies identify and select more efficient carriers, transportation modes, and equipment; this requirement shall apply to vehicles owned and controlled by the Project owners, operators or tenants.

**EM-G: Designated Smoking Areas:** Owners, operators or tenants shall ensure that any outdoor areas allowing smoking are at least 25 feet from the nearest property line.

**EM-H: Building Codes:** Project construction shall be subject to all applicable City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built to, at a minimum, meet the Nonresidential Voluntary Measures of the applicable California Green Building Standards code, Divisions A5.1, 5.2 and 5.5, including but not limited to the Tier 2 standards in those Divisions, where applicable; provided, however, that the Tier 2 standards relating to the electric vehicle parking space requirements (e.g., CalGreen sections A5.106.5.1.2, A5.106.5.3.3, and A5.106.5.3.4) shall not pertain. Instead, Buildings 1 and 2 of the Project shall meet at least the July 2022 Green Building Standards Code mandatory requirements (effective January 1, 2023, or the requirements of a later version of the Green Building Standards Code, if applicable) for the number of employee and visitor parking stalls that shall be wired for electric vehicle charging (i.e., EV capable spaces) and that shall be active EV charging parking spaces (i.e., spaces supplied with EV Supply Equipment) upon the start of operation. Signage shall be installed at the parking stalls with EV wiring that are not active at the start of operation to indicate that such parking spaces will be converted to EV

Attachment A: Tracy Costco Depot Annex Project  
Enhanced Measures

spaces once there is demand for such EV spaces. Beginning upon operation of the first building constructed and ending upon five (5) years after the completion of construction of the second building, the Project Applicant shall annually survey employees on their EV charging interest and demands and accommodate demand with additional EV charging equipment to meet demand.

**EM-I: Agricultural Lands:** The project shall comply with the requirements of the City's Agricultural Lands Mitigation Program.



CITY OF TRACY

333 Civic Center Plaza

Tracy, CA 95376

**OFFICE OF THE MAYOR**

MAIN 209.831.6000

FAX 209.831.6120

[www.cityoftracy.org](http://www.cityoftracy.org)

**MAYOR'S REPORT**

**FEBRUARY 2025**

02/03/25 – TUSD Homeless & Foster Community Committee Meeting

02/03/25 – DARE Graduation (Jacobson, McKinley, Art Freiler, West Valley Christian)

**02/04/25 – TRACY CITY COUNCIL MEETING**

- Full agenda: <https://www.cityoftracy.org/government/city-council/council-meeting-agendas>
- Video recording: <https://www.cityoftracy.org/government/city-council/council-meeting-videos>

**Highlights:**

- Proclamation: Black History Month
- Proclamation: Random Acts of Kindness Day
- Item 1F: Credit Card Fees on City Utilities
  - City commits to NOT charge credit card fees for residential utility payments
- Item 3A: Merging of Finance Committee & Investment Review Committee
- Item 3B: Tracy Police Department Annual Report for 2024
  - Traffic Safety Unit expanded to seven-day coverage
  - Approval of upcoming Red Light Traffic Camera Enforcement program
  - Strengthened crisis intervention w/ Mobile Evaluation Team (MET) to de-escalate mental health crises
  - Enhanced homeless outreach with the Familiar Faces team
- Staff Items:
  - Future town hall with PG&E re: concerns with utility pole in Tracy Hills
- Mayor Arriola's Report:
  - Congratulations to City Clerk Adrienne Richardson on her retirement!
  - Request for future agenda item on PG&E Utility Pole concerns in Tracy Hills
  - Happy Valentine's Day!
  - Happy Black History Month!

02/05/25 – Farewell recognition to City Clerk Adrienne Richardson for her retirement after 20 years!

02/05/25 – Meeting with Congressman Josh Harder Staff



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02/07/25 – San Joaquin Regional Rail Commission Meeting

- Full agenda: <https://www.sjrrc.com/event/sjrrc-board-meeting-march-7-2025-930-am/>

Highlights:

- Election of Officers (Chair Lisa Craig [Lodi] & Vice Chair Leo Zuber [Ripon])
- Adopted new regular meeting date & time of the first Friday of every month at 9:30am
- Approved unified station signate and wayfinding manual
- Adopted CEQA Addendum & Approved “Stockton Diamond Grade Separation Project” as revised
- Approved agreement with CalWater for reimbursement for utility relocations for the Stockton Diamond Grade Separation Project

02/07/25 – “Meet Your Elected Officials” event with El Concilio & Hispanic Chamber of Commerce

02/10/25 – Meeting with Expressions! Art Show & selection of art for city collection

02/11/25 – Press Conference with Ava Community Energy at Stockton City Hall

02/11/25 – Onboarding Meeting with SJCOG Executive Director

02/13/25 – National League of Cities LGBTQ+LO Board Meeting

02/13/25 – Staff Meeting for Homeless Shelter Services

02/13/25 – Soft Launch event for new business: Element Massage

02/14/25 – Certificates prepared for Expressions! Art Show

02/18/25 – Meeting with Congressman Josh Harder

**02/18/25 – TRACY CITY COUNCIL MEETING**

- Full agenda: <https://www.cityoftracy.org/government/city-council/council-meeting-agendas>
- Video recording: <https://www.cityoftracy.org/government/city-council/council-meeting-videos>

Highlights:

- Proclamation: National Cancer Prevention Month
- Recognition: D.A.R.E. Students
- Item 3B: Tracy Parks & Community Services Commission – Annual Report
- Item 3C: Tracy Senior Services – Annual Report



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- Special Meeting—Item 5A: Homeless Shelter Services
  - City to Continue “Phase II” Services (Navigation Center)
  - City to Amend “Phase III” Services (Partner with Health Plan of San Joaquin to provide Recuperative Care & Respite Services for Elderly & Disabled On-Site)
  - City to Amend “Phase IV” Services (Partner with County’s Behavioral Health Agency to provide Severe/Specialty/Psychiatric Services On-Site)
- Staff Items:
  - Update: Town Hall with PG&E/Tracy Hills still being scheduled for March
  - Update: Animal Shelter Services agenda item scheduled for 3/18
- Mayor & Council Reports:
  - Condolences on passing of community leader Sherri Mackay
  - Request for future agenda item on Public Labor Agreement with Labor Unions
  - Request for future agenda item on Transition to Clean Energy Vehicle Fleet
  - Request for future agenda item on Ambulance Services by SSJCFA Fire Dept.

02/19/25 – Menchie’s Annual City-Wide Art Awards

02/20/25 – Farewell recognition to Tracy Chamber CEO Maria Valenzuela

02/20/25 – Ribbon Cutting for new business: Taco Bell

02/20/25 – Town Hall with Assemblymember Rhodesia Ransom

02/22/25 – Installation Ceremony & Dinner for South Side Community Organization

02/22/25 – Birthday Celebration for Tracy community leader Mercedes Silveira-Gouveia

02/23/25 – LCPL Jared Schmitz Memorial Tribute & Military Support Fundraiser

02/23/25 – Central Valley Gujarati Community Association “Stronger Heart, Stronger You” Health Fair

02/25/25 – Meeting with Governor Gavin Newsom Staff

02/26/25 – Tracy Earth Project “TEP Talk” on “Turning Waste into Opportunity”



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02/27/25 – **San Joaquin Council of Governments Meeting**

- Full agenda: <https://www.sjcog.org/AgendaCenter/Board-of-Directors-1>
- Video recording: <https://www.youtube.com/watch?v=oldHwdY9hIk>

Highlights:

- Introduction Presentation to SJCOCG's Federal Advocacy Firm ("HB Strategies")
- Introduction to "I-205 Managed Lanes" Project
  - Introduction to "Tolling Lanes" as concept
  - Managed Lanes "Addition" versus "Conversion" Alternatives
  - Timeline: June 2026 -- Circulate draft environmental docs
    - June 2027 – Complete documents
    - 2032/2034 – Open to traffic

02/28/25 – CalCities LGBTQ Caucus Board Meeting