

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, October 4, 2016, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

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 (209/831-6000) 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. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor'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 Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information. The City Council's Procedures for the Conduct of Public Meetings provide that "Items from the Audience" following the Consent Calendar will be limited to 15 minutes. "Items from the Audience" listed near the end of the agenda will not have a maximum time limit. Each member of the public will be allowed a maximum of five minutes for public input or testimony. However, a maximum time limit of less than five minutes for public input or testimony may be set for "Items from the Audience" depending upon the number of members of the public wishing to provide public input or testimony. The five minute maximum time limit for each member of the public applies to all "Items from the Audience." Any item not on the agenda, brought up by a member of the public shall automatically be referred to staff. In accordance with Council policy, if staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting. 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.

Presentations to Council - Persons who wish to make presentations which may exceed the time limits are encouraged to submit comments in writing at the earliest possible time to ensure distribution to Council and other interested parties. Requests for letters to be read into the record will be granted only upon approval of the majority of the Council. Power Point (or similar) presentations need to be provided to the City Clerk's office at least 24 hours prior to the meeting. All presentations must comply with the applicable time limits. Prior to the presentation, a hard copy of the Power Point (or similar) presentation will be provided to the City Clerk's office for inclusion in the record of the meeting and copies shall be provided to the Council. Failure to comply will result in the presentation being rejected. Any materials distributed, including those distributed within 72 hours of a regular City Council meeting, to a majority of the Council regarding an item on the agenda shall be made available for public inspection at the City Clerk's office (address above) during regular business hours.

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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS - Employee of the Month
Anti-Bullying Month Proclamation
Make a Difference Day Proclamation
Arbor Day Proclamation
Domestic Violence Awareness Month Proclamation

1. CONSENT CALENDAR

- A. Adopt Council Minutes – Regular Meeting Minutes of July 5, 2016 and September 20, 2016, Closed Session meeting minutes of September 20, 2016.
- B. Amendment of Resolution Number 2016-087 to Include the Scope of Services and Fee Schedules for Jones Hall, a Professional Law Corporation, for Facility and Service Financing Related to Legal Services
- C. Authorize Professional Services Agreement with West Yost Associates for Services Related to the Design of Transmission Pipelines for the Proposition 84 Grant Funded Recycled Water Project CIP 74091 on an Hourly Basis for an Amount Not to Exceed \$962,169 and Authorize the Mayor to Execute the Agreement
- D. Approve an Amendment to the City's Existing Product and Service Agreement with Pacific Gas & Electric Company (PG&E) to Replace Existing High Pressure Sodium Lights with Light Emitting Diode (LED) Lights, Authorize the Transfer and Appropriation of \$138,255 from Gas Tax Fund 245 to the Street Light Replacement CIP 73152
- E. Authorization to Award Bids for the Supply of Chemicals for the Treatment of Water and Wastewater for Fiscal Year 2016-2017 and Authorize the Mayor to Execute the Agreements
- F. Approval of a Lease Agreement with Tracy Renewable Energy for the Storage of Materials for the Proposed Desalination Plant to Treat Wastewater Effluent and Authorize the Mayor to Execute the Agreement
- G. Authorize an Appropriation of \$321,000 from the General Fund to new CIP 78162 for the Design, Purchase and Installation of a Water Recirculation System for the Splash Pad at McDonald Park
- H. Response from Commissions Regarding Offer by City Council to Present a Commission Annual Report to City Council Each Year

- I. Acceptance of the Traffic Signal at Valpico Road and Sycamore Parkway, CIP 72082, Federal Project No. CML 5192 (040), Completed by St. Francis Electric, LLC. of San Leandro, California, Authorization for the City Clerk to file the Notice of Completion, and Authorization for the City to Release the Bonds and Retention Payment
 - J. Approval and Adoption of an Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project
 - K. Waive Second Reading and Adopt an Ordinance of the City Council of the City of Tracy Authorizing an Amendment to the Contract Between the City Council of the City of Tracy and the Board of Administration of the California Employees' Retirement System
2. ITEMS FROM THE AUDIENCE
 3. ACCEPT ANNUAL REPORT OF THE MEASURE E RESIDENT'S OVERSIGHT COMMITTEE
 4. INTRODUCE AN ORDINANCE TO CREATE AN OVERLAY ZONE TO ESTABLISH LAND USE LIMITATIONS AND ADDITIONAL DEVELOPMENT STANDARDS ALONG THE I-205 CORRIDOR EAST OF TRACY BOULEVARD - APPLICATION NUMBER ZA16-0003
 5. INTRODUCE AN ORDINANCE AMENDING TRACY MUNICIPAL CODE TITLE 11 (PUBLIC UTILITIES) CHAPTER 11.28 (WATER MANAGEMENT) AND ADOPTION OF RESOLUTION IMPLEMENTING STAGE 1 WATER RESTRICTIONS
 6. RECEIVE REPORT REGARDING INCENTIVES TO ENCOURAGE EXECUTIVE EMPLOYEES WORKING FOR THE CITY OF TRACY TO LIVE IN TRACY AND PROVIDE DIRECTION
 7. ITEMS FROM THE AUDIENCE
 8. COUNCIL ITEMS
 - A. APPROVE CITY COUNCIL SENDING A LETTER TO THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS REGARDING WHY CITY OF TRACY SHOULD BE DISPATCHED TO ALL MEDICAL EMERGENCIES
 9. ADJOURNMENT

July 5, 2016, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Mayor Maciel called the City Council meeting to order at 7:20 p.m. and led the Pledge of Allegiance.

Invocation was led by Pastor Tim Heinrich, Crossroad Baptist Church.

Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman and Mayor Maciel present.

Mayor Maciel presented a proclamation to André Pichly, Parks and Community Services Director in recognition of Parks and Recreation Month.

1. CONSENT CALENDAR

ACTION Following the removal of Item 1A by Steve Nicolaou, it was moved by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered. 5:0

- A. Adopt Council Minutes – Special Meeting minutes of June 7, 2016 and June 21, 2016

Mr. Nicolaou pulled the June 21, 2016 Closed Session minutes to make a clarification to his comments under Items from the Audience. The clarification was that Tracy Little League has spent over \$400,000 towards the project. The \$18,000 was a down payment for equipment, and \$30,000 was the total cost for the equipment. Mr. Nicolaou's written communication is on file in the Office of the City Clerk.

The City Council approved the Special Meeting minutes of June 7, 2016 and the June 21, 2016 Closed Session minutes as amended.

- B. Designate Operation of the Public Transit System a Professional Service; Approve a Resolution Awarding a Three-Year Professional Services Agreement with Ride Right, LLC, for Services Relating to the City of Tracy's Tracer Public Transit System; Authorize the Mayor to Execute the Agreement; and Appropriate an Additional \$1,100,000 to the Transit Fund to Cover the Cost of the Agreement – Resolution 2016-128 awarded a three-year Professional Services Agreement.
- C. Adopt a Resolution of the Successor Agency to the Tracy Community Development Agency Approving the Long-Range Property Management Plan and Authorizing Staff and the Board of the Successor Agency to Execute all documents and Instruments and to do any and all Other Things Which they May Deem Necessary or Advisable to Effectuate the Long-Range Property Management Plan, authorizing a Purchase and Sale Agreement Between the City

- of Tracy (City), the Successor Agency to the Community Development Agency of the City of Tracy (Agency), and Becker Commercial Properties; and Authorize the Mayor on Behalf of the City and the Chairman on Behalf of the Agency to Execute the Agreement and Related Documents – This item was removed to be considered at a later date.
- D. Approval of a Deferred Improvement Agreement (DIA) for the Federal Express Ground Facility Project at the Cordes Ranch Business Park (AKA International Park of Commerce), Authorization for the Mayor to Execute the DIA, and Authorization for the City Clerk to Record the DIA with the San Joaquin County Recorder – Resolution 2016-129 approved a Deferred Improvement Agreement.
- E. Authorize the Public Works Director to Execute all Documents Necessary to Allow the County to Apply for Various CalRecycle Programs and Grants on Behalf of the City – Resolution 2016-130 authorized the Public Works Director to execute necessary documents.
- F. Approve a Resolution Authorizing a Leave of Absence for Tracy Parks and Community Services Commissioner Gloria Saltzman – Resolution 2016-131 authorized a leave of absence.
- G. Authorization for a General Services Agreement With Delta Wireless, Inc. for Police Communications Equipment Maintenance and Authorization for the Mayor to Sign the Agreement – Resolution 2016-132 authorized for a General Services Agreement.
- H. Authorize the Purchase of Four Patrol Vehicles (2017 Ford Explorer PPV) from Downtown Ford of Sacramento, California – Resolution 2016-133 authorized the purchase of four patrol vehicles.
- I. Waive Second Reading and Adopt Ordinance 1221 an Ordinance of the City of Tracy Amending Chapter 9.52 (Floodplain Regulations), Sections 9.52.050 and 9.52.060 of the Tracy Municipal Code – Ordinance 1221 was adopted.
- J. Approve Professional Services Agreements (PSA) with Kleinfelder Inc., of Stockton California, River City Geoprosessionals, Inc., DBA Wallace Kuhl & Associates of Stockton, California, and BSK Associates, of Livermore, California, for a not to Exceed Amount of \$200,000 Per Year for Each Consultant, to Provide Materials Testing and Geotechnical Services for Fiscal Years 2016-2018 with the Option to Extend the Agreements an Additional Two Fiscal Years; Authorize the Mayor to Execute the Agreements; and Authorize the City Manager to Execute the Extensions if Needed – Resolution 2016-134 approved PSA with Kleinfelder; Resolution 2016-135 approved PSA with River City Geoprosessionals and Resolution 2016-136 approved PSA with BSK Associates.
2. ITEMS FROM THE AUDIENCE – Robert Tanner addressed the Council regarding the illegal fireworks on the Fourth of July. Mr. Tanner suggested that a more aggressive effort be enforced by the police department, and perhaps consider banning the use of safe and sane fireworks during a drought. The City Council requested an update on the Fourth of July fireworks enforcement activities in the City at an upcoming Council meeting.

3. PUBLIC HEARING TO CONSIDER A STREET NAME CHANGE FROM MOUNTAIN HOUSE PARKWAY TO "INTERNATIONAL PARKWAY" BETWEEN I-205 AND I-580 WITHIN THE CITY'S JURISDICTION

Ripon Bhatia, Senior Civil Engineer, Development Services, presented the staff report.

Mayor Maciel opened the public hearing, there was no public testimony received, Mayor Maciel closed the public hearing.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 2016-137 authorizing a street name change from Mountain House Parkway to International Parkway between I-205 and I-580 within the City's jurisdiction. Voice vote found all in favor; passed and so ordered.

4. PUBLIC HEARING TO DECLARE THE EXISTENCE OF WEEDS, RUBBISH, REFUSE AND FLAMMABLE MATERIAL ON EACH OF THE PARCELS LISTED IN EXHIBIT "A" TO THIS AGENDA ITEM A NUISANCE; CONSIDER OBJECTIONS TO ABATEMENT OF SAID NUISANCES, AND ADOPT A RESOLUTION AUTHORIZING FIRE DEPARTMENT STAFF TO ORDER CONTRACTOR TO ABATE SAID NUISANCES

Randy Bradley, Fire Chief, presented the staff report.

Mayor Maciel opened the public hearing, there was no public testimony received, Mayor Maciel closed the public hearing.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt Resolution 2016-138 declaring the existence of weeds, rubbish, refuse and flammable material on the parcels listed in Exhibit "A" a nuisance authorizing Fire Department staff to order contractor to abate. Voice vote found all in favor; passed and so ordered.

Staff was directed to include information related to administrative citations to repeat offenders and also the possibility of raising the administrative fee percentage in the upcoming staff report regarding boarded up buildings coming to Council in the near future.

5. PUBLIC HEARING TO AUTHORIZE IMPLEMENTATION OF PHASE II WATER RESTRICTION IN TRACY MUNICIPAL CODE 11.28 WATER

Stephanie Reyna-Heistand, Water Resources Coordinator, Utilities Department, presented the staff report.

Mayor Maciel opened the public hearing.

Alice English acknowledged staff for the prompt response to her request made at the last month's Council meeting.

Robert Tanner asked staff to confirm that the cost savings is 0 to 10%.

Paul Miles expressed his concern about the City imposing regulations on the people rather than having total usage per household as the regulation.

City Council comment and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt Resolution 2016-139 authorizing implementation of Phase II Water Restriction in Tracy Municipal Code 11.28 Water Management. Voice vote found all in favor; passed and so ordered.

After Council deliberation, it was agreed that the splash pad features be set to operate once temperatures reach 90 degrees or above for certain periods of time depending on the temperature with the intent to conserve water, at staff's discretion.

6. PUBLIC HEARING TO CONSIDER APPROVING A PLANNED UNIT DEVELOPMENT PRELIMINARY AND FINAL DEVELOPMENT PLAN TO CONSTRUCT AN APPROXIMATELY 16,900 SQUARE FOOT AUTOMOTIVE REPAIR FACILITY WITH ASSOCIATED PARKING AND LANDSCAPING LOCATED ON THE NORTH SIDE OF AUTO PLAZA DRIVE BETWEEN THE VOLKSWAGEN DEALERSHIP AND THE TRACY COLLISION AUTO BODY SHOP

Kimberly Matlock, Senior Planner, Development Services, presented the staff report.

Mayor Maciel opened the public hearing, there was no testimony heard, Mayor Maciel closed the public hearing.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt Resolution 2016-140 approving a Planned Unit Development Preliminary and Final Development Plan for an approximately 16,900 square foot automotive repair facility with associated parking and landscaping on an approximately 2.5 acre site located on the north side of Auto Plaza Drive between the Volkswagen Dealership and the Tracy Collision Auto Body Shop. Voice vote found all in favor; passed and so ordered.

7. AWARD A CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE CIVIC CENTER WATER TOWER REPAINTING PROJECT CIP 71080, AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF BETWEEN \$9,800 AND \$59,850 FROM GENERAL FUND 301, AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

Binh Nguyen, Associate Civil Engineer, Development Services Department, presented the staff report.

Steve Nicolaou referenced that on June 17, 2014 the previous City Council voted to approve the tower upgrade which at the time was going to cost \$75,000, now the cost has tripled. Mr. Nicolaou expressed being in favor of the upgrade as the tower represents part of Tracy history. Mr. Nicolaou added that he agrees with enhancements

within the City for quality of life but reminded Council to keep in mind when considering revenue enhancements on June 19 that it takes money to have beautiful things.

Robert Tanner expressed being in favor of the \$10,000 logo option with no lights.

Alice English expressed not being in favor of the lighting.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas, to adopt Resolution 2016-141 awarding a construction contract for the Civic Center Water Tower Renovation, CIP 71080, including bid alternate A, authorizing a contingency amount of \$19,500, authorizing the Mayor to execute the contract, and authorizing a supplemental appropriation for the existing logo of \$23,500 from Fund 301 to CIP 71080. Voice vote found Council Member Mitracos, Vargas, and Mayor Pro Tem Rickman were in favor; Council Member Young and Mayor Maciel were opposed; passed and so ordered.

8. INTRODUCE AN ORDINANCE AMENDING AND UPDATING THE PURCHASING ORDINANCE (CHAPTER 2.20) REGARDING (1) ASSISTANT CITY MANAGER AUTHORITY, (2) CITY ATTORNEY AUTHORITY, (3) AUTHORIZING THE CITY ENGINEER TO APPROVE PUBLIC IMPROVEMENT PLANS AND SPECIFICATIONS AND (4) REVISING SECTION 2.20.180 RELATING TO PUBLICATION – Ordinance 1222 was introduced.

Bill Sartor, City Attorney and Robert Armijo, Senior Planner, presented the staff report.

City Council comments and questions followed.

Nora Pimentel, City Clerk read the title of the proposed ordinance into the record.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to waive reading of full text of proposed Ordinance. Voice vote found all in favor; passed and so ordered.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to introduce the ordinance. Voice vote found all in favor; passed and so ordered.

9. REPORT REGARDING THE CITY OF TRACY'S BOARDS AND COMMISSIONS

André Pichly, Parks and Community Services Director, presented the staff report.

City Council comment and questions followed.

Upon City Council consensus the staff report was accepted.

After Council deliberation staff was directed to poll the City of Tracy Boards and Commissions and provide them the option of providing an annual report to the City Council and return to Council with a staff report reporting the results of the poll.

10. ITEMS FROM THE AUDIENCE – Martin Evans expressed his opinions and observations related to converting homes into medical clinics in the medical zone on Bessie.

11. COUNCIL ITEMS

Council Member Vargas requested a report related to each Department Heads’ budget on a quarterly or bi-annual basis that would list contracts under \$25,000 for services using general fund monies. Mayor Pro Tem Rickman supported Council Member Vargas’ request. It was discussed that this could be made part of the quarterly finance report.

Mayor Maciel requested an informational memo on any plans for the old water tower. Mayor Maciel requested that staff reach out to the City of Tracy appointees serving on County Boards and Commissions and advise them that they are welcome to address the City Council if they chose to do so. Mayor Maciel concluded his comments by announcing the DCT groundbreaking on Wednesday.

Mayor Pro Tem Rickman announced the upcoming 2nd Annual Art walk on Friday and the Concert in the Park on Thursday night.

Council Member Young reported that she was invited to represent the San Joaquin County and participated on the Bay Area Council Economic Institute panel for the Northern California Mega Region.

12. ADJOURNMENT – Time 9:46 p.m.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adjourn the meeting. Voice vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on June 28, 2016. The above are action minutes. A recording is available at the Office of the City Clerk.

Mayor

ATTEST:

City Clerk

September 20, 2016, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Mayor Maciel called the City Council meeting to order at 7:02 p.m. and led the Pledge of Allegiance.

Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman and Mayor Maciel present.

1. CONSENT CALENDAR

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered. 5:0

- A. Adopt Council Minutes – Special Meeting minutes of September 6, 2016 and Closed Session meeting minutes of September 6, 2016 were approved.
- B. Approve Amendment No. 1 to the Professional Services Agreement with Maze & Associates Accounting Corporation for Professional Auditing Services, Approve \$34,000 Funding Allocation, and Authorize Mayor to Execute the Amendment – Resolution 2016-189 approved Amendment No.1 to a Professional Services Agreement.
- C. Authorize Amendment of the City's Classification and Compensation Plan and Position Control Roster by Approving the Establishment of Two New Classification Specifications and Salary Ranges for Information Systems Technician I and Senior Information Systems Technician; Approve Revisions to the Classification Specification for Information Systems Technician II; Approve the Reallocation of One Information Systems Technician II Position to One Information Systems Technician I Position and One Information Systems Technician II Position to One Senior Information Systems Technician within the Information Technology Division – Resolution 2016-190 authorized amendment of the City's Classification and Compensation Plan and Position Control Roster.
- D. Adopt a Labor Compliance Program for Certain Public Works Projects Funded from Proposition 84, Authorize Professional Services Agreement (PSA) with Contractor, Compliance and Monitoring, Inc. for Implementation and Enforcement Services Related to the Labor Compliance Program for the Recycled Water Project CIP 74091 and Authorize the Mayor to Execute the Agreement – Resolution 2016-191 adopted the Labor Compliance Program for Public Works. Resolution 2016-192 authorized a Professional Services Agreement.

- E. Approve a Professional Services Agreement for an Amount Not to Exceed \$490,000 with Odyssey Landscaping Company, Inc., of Lodi, California, to Provide Professional Support Services in Assisting the Review and Plan Checking of Landscaping and Irrigation Elements for New Developments and Capital Improvement Projects, for a Period of Three Years, and Authorize the Mayor to Execute the Agreement and Furthermore, Authorize the Development Services Director to Execute Future Agreement(s) if Needed Pursuant to the Agreement – Resolution 2016-193 approved a Professional Services Agreement .
 - F. Authorize the Purchase of Emergency Equipment and Installation from Lehr Auto Electric of Sacramento, California – Resolution 2016-194 authorized the purchase of emergency equipment and installation.
 - G. Accept a Grant from the California Office of Traffic Safety and Appropriate \$70,000 of Reimbursable Funds from the General Fund to the Police Department's Fiscal Year 2016-17 Budget for the Selective Traffic Enforcement Program (STEP) Grant – Resolution 2016-195 accepted a Grant.
 - H. Authorization for the City Manager or Designee to Execute and File Applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 U.S.C. Chapter 53, Title 23 United States Code and Other Federal Statutes Administered by the Federal Transit Administration – Resolution 2016-196 Authorized the City Manager to execute and file application with the Federal Transit Administration.
 - I. Approve Memorandum of Understanding (MOU) With Notre Dame De Namur University (NDNU), for use of City Facilities to Administer its Bachelor's and Master's Degree Programs; and Approve Appropriation in the Amount of \$29,251 for the City's Contribution Towards a Higher Education Feasibility Study Administered by NDNU and Maguire Associates; and Authorize the Mayor to Execute the MOU – Resolution 2016-197 approved MOU with Notre Dame De Namur University.
2. ITEMS FROM THE AUDIENCE – Becky Elliot spoke on behalf of a brand new project called “Tracing our Origins” a project of the Tracy Friends of the Library, the Community and the Library and provided the Council with a brief explanation of what the project is about and the goal of the students involved. Ms. Elliot mentioned that on the last Sunday of each month there will be a showcase displaying the interviews that the students have conducted and invited everyone to attend.

Sejal Kargal, student lead project coordinator for the “Tracing our Origins” project spoke about how this project will connect the gaps of the Tracy community and engage the youth in all aspects of the community. The project values all the aspects of the Tracy community.

Cathy Espitia reported that a boarded up abandoned house in her neighborhood had boards removed from the doorway making it accessible from the street. Ms. Espitia called the non-emergency number and reported it but was not sure if anything was done. Ms. Espitia emphasized that the blight issue is front and center and something needs to be now and codes need to be implemented. Ms. Espitia concluded her

comments by asking if the City is actively doing everything possible to have Trader Joes, Sprouts or Whole Foods locate here as she has recently heard rumors that the City has made it difficult for Trader Joes to move here.

Roger Birdsall reported attending the forum last night and heard the name of a group called Growth America and asked if this is the same group from San Diego helping local businesses with loans and if so, do we still have a million dollars on deposit. Staff was asked to provide Mr. Birdsall with information.

3. APPROVE LEGACY FIELDS SPORTS COMPLEX LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY LITTLE LEAGUE AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

André Pichly, Parks and Community Services Director, presented the staff report.

Chris Hewitt, expressed his gratitude to staff for their hard work, commitment and involvement in the negotiation process in developing the agreement, Tracy Little League is pleased with the agreement which was signed and are looking forward to taking the fields over on October 1, 2016. Mr. Hewitt presented the City with a check for its first years lease.

Council comments followed.

- ACTION** Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 20016-198 approving Legacy Fields Sports Complex Lease Agreement between the City of Tracy Little League and authorizing the Mayor to execute the Agreement. Voice vote found all in favor; passed and so ordered.

4. ADOPTION OF RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM; INTRODUCE AN ORDINANCE AUTHORIZING THE AMENDMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM PLAN TO PROVIDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) OF 3% FOR ALL LOCAL POLICE MEMBERS IN THE TRACY POLICE OFFICERS ASSOCIATION

Judy Carlos, Management Analyst, Human Resources, presented the staff report.

- ACTION** Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 2016-199 approving an amendment to contract between the Board of Administration of California Public Employees' Retirement System and the City Council. Voice vote found all in favor; passed and so ordered.

- ACTION** Nora Pimentel, City Clerk read title of proposed ordinance into the record. Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to waive reading of full text of proposed Ordinance. Voice vote found all in favor; passed and so ordered.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to introduce Ordinance authorizing the Amendment to the California Public Employees' Retirement System Plan to provide Section 20516 (Employees Sharing Additional Cost) of 3% for all local Police Members in the Tracy Police Officers Association . Voice vote found all in favor; passed and so ordered.

5. DISCUSSION AND DIRECTION TO STAFF ON THE LEVEL OF PUBLIC EDUCATION THE CITY SHOULD PROVIDE REGARDING MEASURE V

Vanessa Carrera, Public Information Officer, presented the staff report.

Robert Tanner suggested as it relates to educating the public on Measure V, the City Council should inform the people of what steps in addition to the 1/2 cent sales tax are being taken to maintain the City coffers.

Alice English agreed with the previous speaker, Robert Tanner.

Council comments and questions followed.

After Council deliberation it was agreed to educate the public on ballot Measure V in a neutral and informational way through the following methods: utility billing insert, community stakeholder outreach, City Manager newsletter, City website. It was agreed upon not to do a mailer.

6. ITEMS FROM THE AUDIENCE – Roger Birdsall suggested that on the subject of Measure V the residents should be informed of what will be done with the surplus of money the City has, they should be given an estimated time when Legacy Fields and the Aquatic Center will be completed. Mr. Birdsall spoke about buzz words that come up during election time; recently he has heard the phrase “Tracy is Business Friendly”, who is saying that. Mr. Birdsall asked if the City is following up with customers on how the City is conducting business and if the City is not doing this with the customers, he asked “why not?” Mr. Birdsall asked if the City has thought about sending a questionnaire on how our Council is representing the community.

7. COUNCIL ITEMS – Council Member Vargas requested that staff evaluate the current systems in place as it relates to the function of Fire Prevention under the Development Services Department. Council Member Vargas explained that her request is based on the Citywide “Right Size” initiative that took place in 2009. Building and Fire inspections were consolidated under Development Services and now Council Member Vargas would like an evaluation if the current model is an efficient model than the traditional and requested that this information be inserted into the Governance report that is to coming to Council. Council Member Mitracos supported the request.

Council Member Mitracos reported that there is no lighting at the Tracy Ball Park behind the American Legion Hall and inquired how much it would cost, how long would it take and what would be required to put lights out there. Council Member Vargas supported the request. Troy Brown, City Manager said staff would return with a staff report in November to provide the information requested.

Mayor Pro Tem Rickman announced the upcoming Wine Stroll event taking place on Saturday, September 24, 2016 and encouraged everyone to attend.

Mayor Maciel inquired what it would take to establish a hiring process to assist our veterans. Mayor Pro Tem Rickman supported the request. Stephanie Garrabrant-Sierra, Assistant City Manager said staff would look into this request.

8. ADJOURNMENT – Time: 8:07 p.m.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adjourn the meeting. Voice vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on September 13, 2016. The above are action minutes. A recording is available at the Office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

September 20, 2016, 5:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Maciel called the meeting to order at 5:45 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman and Mayor Maciel present.
3. ITEMS FROM THE AUDIENCE –There were none.
4. CLOSED SESSION

Anticipated Litigation (Gov. Code, §54956.9)

Significant exposure to litigation pursuant to paragraph (3) of subdivision (e) of Government Code Section 54956.9 One case. This is based on correspondence received from Stephen K. Cassidy, Attorney at Law, on April 4, 2016 and June 14, 2016 copies of which are available in the City Clerk's Office.

Personnel Matter (Gov. Code, § 54957)

Public Employee, Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal

Position Title: City Manager

5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Rickman motioned to recess the meeting to closed session at 5:45 p.m. Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Maciel called a recess at 7:00 p.m. to convene the City Council's regular open session and announced that Council would go back into closed session immediately following the adjournment of regular session.

Mayor Maciel reconvened the closed session at 8:07 p.m.
7. REPORT OF FINAL ACTION – There was no report of action.
8. ADJOURNMENT – Mayor Pro Tem Rickman motioned to adjourn the meeting Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered. Time 8:32 p.m.

The agenda was posted at City Hall on September 13, 2016. The above are action minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

AMENDMENT OF RESOLUTION NUMBER 2016-087 TO INCLUDE THE SCOPE OF SERVICES AND FEE SCHEDULES FOR JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR FACILITY AND SERVICE FINANCING RELATED LEGAL SERVICES

EXECUTIVE SUMMARY

On May 17, 2016, Council approved fees and the Master Legal Services Agreement (MLSA) with Jones Hall to provide bond counsel and disclosure counsel in connection with the formation of financing districts and the issuance and sale of bonds.

This agenda items seeks to include a Scope of Services and Fee Schedules for Jones Hall as an attachment to the MLSA and Resolution No. 2016-087, which authorized the Mayor to execute the MLSA, and the City attorney to execute Supplements (Task Orders) to the Agreement, for transparency of fees and for more efficient and timely processing of Supplements.

DISCUSSION

On May 17, 2016, Council approved the Master Legal Services Agreement (MLSA) with Jones Hall to provide bond counsel and disclosure counsel in connection with special financing and the issuance and sale of bonds, e.g., Community Facilities Districts.

Council delegated the execution of MLSA Supplements (or Task Orders) for each separate financing to the City Attorney. To memorialize the fees associated with its services and to expedite the execution of Supplements by the City Attorney, it is considered prudent that the Scope of Services and Fee Schedules be included as an attachment to the MLSA and Resolution No. 2016-087. The Scope of Services and Fee Schedules include the significant fee component previously reviewed by Council for infrastructure CFDs as well as lesser fees for service districts, ranging from \$5,000 - \$35,000, out-of-pocket costs, and Jones Hall's hourly cost for special services if requested by the City.

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 associated with including a Scope of Services and Fee Schedules as a part of the previously approved MLSA and Resolution No. 2016-087 (for informational purposes only, Bond and Disclosure legal services are paid by developers through Cost Recovery Agreements or through bond and tax proceeds).

RECOMMENDATION

That City Council, amend Resolution 2016-087 to include the Scope of Services and Fee Schedules as an exhibit to the MLSA for Jones Hall, A Professional Law Corporation, bond-related legal services.

Prepared by: Anne H. Bell, Mgt. Analyst II, ASD, Finance Division

Reviewed by: Martha Garcia, Interim ASD Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment "A" – Resolution No. 2016-087

Attachment "B" – Scope of Services and Fee Schedules for Jones Hall to perform bond-related Legal Services

ATTACHMENT "A"

RESOLUTION 2016-087

APPROVAL OF A MASTER LEGAL SERVICES AGREEMENT WITH JONES HALL, A PROFESSIONAL LAW CORPORATION TO PROVIDE BOND COUNSEL AND DISCLOSURE COUNSEL IN CONNECTION WITH THE FORMATION OF COMMUNITY FACILITIES DISTRICTS AND THE ISSUANCE AND SALE OF BONDS

WHEREAS, The City anticipates petitions from various Developers for the formation of Community Facilities Districts, anticipates requests for bond issuances and the sale of bonds; and anticipates future bond refinancings, and

WHEREAS, the City requires timely legal expertise for Community Facilities District bond formations, advising and for the issuance and sale of bonds, and

WHEREAS, Jones Hall, a Professional Law Corporation, having performed such services for the City of Tracy and being intimately familiar with the Tracy development community is qualified to perform needed legal services in a timely manner, and

WHEREAS, There will be no fiscal impact to the General Fund and Services for Bond Counsel will be paid for by developers through cost recovery agreements and bond or tax proceeds, and

WHEREAS, a Master Legal Services Agreement will allow the City to respond in a more timely manner to petitions for Community Facilities District formations and bond sales;

NOW, THEREFORE, BE IT RESOLVED, That City Council does hereby approve the Master Legal Services Agreement with Jones Hall, a Professional Law Corporation to provide bond counsel and disclosure counsel in connection with the issuance and sale of bonds and authorize the Mayor to execute the Amendment and authorizes the City Attorney to execute Supplements to the Agreement.


The foregoing Resolution 2016-087 was adopted by Tracy City Council on the 17th day of May, 2016, by the following vote:


AYES: COUNCIL MEMBERS: MITRACOS, VARGAS, YOUNG, RICKMAN, MACIEL

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

ATTACHMENT "B"

MASTER LEGAL SERVICES AGREEMENT

Scope of Services and Fee Schedules

Facility Financing

Section 1. Scope of Services

a. ***Scope of Engagement as Bond Counsel.*** Attorneys shall perform all of the following services as Bond Counsel in connection with the formation of the District and the issuance and sale of the Bonds for the District:

- i. Consultation and cooperation with Client and Client staff to assist in the formulation of a coordinated financing plan, including formation of the District and the issuance of the Bonds in one or more series.
- ii. Preparation of all legal proceedings for the formation of the District, the approval of the special tax and approval of the issuance of the Bonds, including (i) preparation of a petition to be signed by the property owner, (ii) preparation of a deposit agreement and an acquisition agreement, (iii) preparation of resolutions, notices, ballots and ordinances required for formation of the District, and (iv) management of the special election.
- iii. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the Client; including (A) preparation of one or more resolutions of the governing board of the Client authorizing the issuance and sale of the Bonds in one or more series and approving related documents and actions, (B) preparation of all financing documents, including indentures of trust, (C) preparation of all documents required for the closing of the issue, (D) supervising the closing, and (E) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.
- iv. Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.
- v. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (i) excluded from gross income for purposes of federal income taxes and (ii) exempt from California personal income taxation. The Bond Opinion will be addressed to the Client, and may also be addressed to the underwriter of the Bonds and other participants in the financing.

- vi. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- vii. Assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- viii. Such other and further services as are normally performed by Bond Counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

b. ***Scope of Engagement as Disclosure Counsel.*** Attorneys shall perform all of the following services as Disclosure Counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the Project:

- i. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.
- ii. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement.
- iii. Attend all meetings of the Client and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when

specifically requested by the Client to attend.

- iv. On behalf of the Client, if necessary, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the Client to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.
 - v. Prepare continuing disclosure undertakings of the City and any property owners identified by the Attorneys or the underwriter of the Bonds.
 - vi. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- c. **Excluded Services.** Our duties in this engagement are limited to those expressly set forth above in paragraphs (a) and (b) above, except as expressly set forth in a written amendment to this Supplement. Among other things, our duties do not include:
- i. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.
 - ii. Preparing blue sky or investment surveys with respect to the Bonds.
 - iii. Except as described in paragraph 2(b) above, drafting state constitutional or legislative amendments.
 - iv. Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
 - v. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
 - vi. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.

- vii. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- viii. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing continuing advice to the Client or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- ix. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- x. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

Section 2. Compensation.

(a) For the Bond Counsel services performed by Attorneys under Section 1(a)(i) and (ii) above, the Client will pay Attorneys a fee equal to \$25,000. This fee will be payable from a deposit by the developer under the deposit agreement described above and is payable on a non-contingent basis upon the earlier to occur of (i) the adoption of the ordinance levying special taxes for the proposed district and (ii) termination of the formation proceedings.

(b) For the Bond Counsel services described in the remainder of Section 1(a), the Client will pay Attorneys a fee for each series of Bonds equal to the sum of the following:

2% of the first \$1,000,000 principal amount/original issue premium (with a minimum of \$20,000)

1% of the next \$4,000,000 principal amount/original issue premium

1/2% of the next \$10,000,000 principal amount/original issue premium

1/8% of excess

Payment of Bond Counsel's fees under Section 2(b) is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the delivery of the applicable series of Bonds and will be payable solely from the proceeds of such Bonds and from no other funds of the Client, and is due upon the issuance of the Bonds. The fee is not set by law but is negotiable between Attorneys and Client.

(c) For the Disclosure Counsel services performed by Chris Lynch, the Client will pay Attorneys a flat fee for each series of Bonds equal to the sum of the following: (i) \$35,000 plus (ii) \$5,000 for each property owner for which Disclosure Counsel prepares a property owner questionnaire. Payment of Disclosure Counsel's fees is entirely contingent on the successful

issuance of the Bonds, will be due and payable upon the delivery of the Bonds and will be payable solely from the proceeds of the Bonds and from no other funds of the Client, and is due upon the issuance of the Bonds. The fee is not set by law but is negotiable between Attorneys and Client.

(d) In addition, the Client shall pay to Attorneys all direct out-of-pocket expenses for travel outside the State of California (if any), messenger and delivery service, photocopying, closing costs, legal publication expenses and other costs and expenses incurred by Attorneys in connection with their services hereunder.

Service Financing

Section 1. Scope of Services

Attorneys shall perform all of the following services as Special Counsel in connection with the formation of the District:

- (a) Consultation and cooperation with Client, Client staff and Client's special tax consultant to assist in the formation of the District.
- (b) Preparation of all legal proceedings for the formation of the District, including (i) preparation of a petition to be signed by the property owner, (ii) preparation of resolutions, notices, ballots and ordinances required for formation of the District, and (iii) management of the special election.
- (c) Preparation of all legal proceedings for the future annexation of property to the District.
- (d) Assist Client with ongoing future annexation of property, as requested.
- (e) Such other and further services as are normally performed by bond special in connection with formation of services community facilities districts.

Section 2. Compensation.

- (a) For the Special Counsel services performed by Attorneys under Section 1(a), (b), (c) and (e), the Client will pay Attorneys a fee equal to \$15,000. This fee will be payable upon adoption of the City Council's ordinance levying special taxes in the District.
- (b) For the special services described in Section 1(d), the Client will pay Attorneys an hourly fee equal to \$500/hour for senior partners, \$400/hour for junior partners and \$350 for associates. This fee will be payable by Client within 30 days of its receipt of an invoice from Attorneys.

RESOLUTION _____

AMENDING RESOLUTION NO. 2016-087 TO INCLUDE THE SCOPE OF SERVICES AND FEE SCHEDULES FOR JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR FACILITY AND SERVICE FINANCING LEGAL SERVICES

WHEREAS, The City Council approved the Master Legal Services Agreement with Jones Hall, a Professional Law Corporation on May 17, 2016 to provide counsel and Disclosure Counsel services in connection with facility and service financing and the issuance and sale of bonds, authorized the Mayor to execute the Amendment authorized the City Attorney to execute Supplements to the Agreement, and

WHEREAS, The May 17, 2016 staff report contained fees of Jones Hall to perform certain services related to special financing districts, and

WHEREAS, For transparency and efficiency, the City wishes to attach the Scope of Services and Fee Schedules for Jones Hall as part of the Master Legal Services Agreement and Resolution authorizing Jones Hall to perform facility and service financing legal services.

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby amends Resolution No. 2016-087 to include as an attachment, the Scope of Services and Fee Schedules for services related to facility and service financing and authorize the City Clerk to cause the Scope of Services and Fee Schedules attached hereto as Exhibit "A" to become an attachment to the Master Legal Services Agreement and Resolution No. 2016-087.

* * * * *

The foregoing Resolution 2016-_____ was adopted by City Council on the fourth day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

Exhibit "A"

MASTER LEGAL SERVICES AGREEMENT

Scope of Services and Fee Schedules

Facility Financing

Section 1. Scope of Services

a. ***Scope of Engagement as Bond Counsel.*** Attorneys shall perform all of the following services as Bond Counsel in connection with the formation of the District and the issuance and sale of the Bonds for the District:

- i. Consultation and cooperation with Client and Client staff to assist in the formulation of a coordinated financing plan, including formation of the District and the issuance of the Bonds in one or more series.
- ii. Preparation of all legal proceedings for the formation of the District, the approval of the special tax and approval of the issuance of the Bonds, including (i) preparation of a petition to be signed by the property owner, (ii) preparation of a deposit agreement and an acquisition agreement, (iii) preparation of resolutions, notices, ballots and ordinances required for formation of the District, and (iv) management of the special election.
- iii. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the Client; including (A) preparation of one or more resolutions of the governing board of the Client authorizing the issuance and sale of the Bonds in one or more series and approving related documents and actions, (B) preparation of all financing documents, including indentures of trust, (C) preparation of all documents required for the closing of the issue, (D) supervising the closing, and (E) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.
- iv. Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.
- v. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (i) excluded from gross income for purposes of federal income taxes and (ii) exempt from California personal income taxation. The Bond Opinion will be addressed to the Client, and may also be addressed to the underwriter of the Bonds and other participants in the financing.

- vi. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- vii. Assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- viii. Such other and further services as are normally performed by Bond Counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

- b. ***Scope of Engagement as Disclosure Counsel.*** Attorneys shall perform all of the following services as Disclosure Counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the Project:
 - i. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.
 - ii. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement.
 - iii. Attend all meetings of the Client and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when

specifically requested by the Client to attend.

- iv. On behalf of the Client, if necessary, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a continuing disclosure certificate of the Client to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.
 - v. Prepare continuing disclosure undertakings of the City and any property owners identified by the Attorneys or the underwriter of the Bonds.
 - vi. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- c. **Excluded Services.** Our duties in this engagement are limited to those expressly set forth above in paragraphs (a) and (b) above, except as expressly set forth in a written amendment to this Supplement. Among other things, our duties do not include:
- i. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.
 - ii. Preparing blue sky or investment surveys with respect to the Bonds.
 - iii. Except as described in paragraph 2(b) above, drafting state constitutional or legislative amendments.
 - iv. Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
 - v. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
 - vi. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.
 - vii. Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.

- viii. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing continuing advice to the Client or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- ix. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- x. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

Section 2. Compensation.

(a) For the Bond Counsel services performed by Attorneys under Section 1(a)(i) and (ii) above, the Client will pay Attorneys a fee equal to \$25,000. This fee will be payable from a deposit by the developer under the deposit agreement described above and is payable on a non-contingent basis upon the earlier to occur of (i) the adoption of the ordinance levying special taxes for the proposed district and (ii) termination of the formation proceedings.

(b) For the Bond Counsel services described in the remainder of Section 1(a), the Client will pay Attorneys a fee for each series of Bonds equal to the sum of the following:

2% of the first \$1,000,000 principal amount/original issue premium (with a minimum of \$20,000)

1% of the next \$4,000,000 principal amount/original issue premium

1/2% of the next \$10,000,000 principal amount/original issue premium

1/8% of excess

Payment of Bond Counsel's fees under Section 2(b) is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the delivery of the applicable series of Bonds and will be payable solely from the proceeds of such Bonds and from no other funds of the Client, and is due upon the issuance of the Bonds. The fee is not set by law but is negotiable between Attorneys and Client.

(c) For the Disclosure Counsel services performed by Chris Lynch, the Client will pay Attorneys a flat fee for each series of Bonds equal to the sum of the following: (i) \$35,000 plus (ii) \$5,000 for each property owner for which Disclosure Counsel prepares a property owner questionnaire. Payment of Disclosure Counsel's fees is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the delivery of the Bonds and will be payable solely from the proceeds of the Bonds and from no other funds of the Client, and is due

upon the issuance of the Bonds. The fee is not set by law but is negotiable between Attorneys and Client.

(d) In addition, the Client shall pay to Attorneys all direct out-of-pocket expenses for travel outside the State of California (if any), messenger and delivery service, photocopying, closing costs, legal publication expenses and other costs and expenses incurred by Attorneys in connection with their services hereunder.

Service Financing

Section 1. Scope of Services

Attorneys shall perform all of the following services as Special Counsel in connection with the formation of the District:

- (a) Consultation and cooperation with Client, Client staff and Client's special tax consultant to assist in the formation of the District.
- (b) Preparation of all legal proceedings for the formation of the District, including (i) preparation of a petition to be signed by the property owner, (ii) preparation of resolutions, notices, ballots and ordinances required for formation of the District, and (iii) management of the special election.
- (c) Preparation of all legal proceedings for the future annexation of property to the District.
- (d) Assist Client with ongoing future annexation of property, as requested.
- (e) Such other and further services as are normally performed by bond special in connection with formation of services community facilities districts.

Section 2. Compensation.

- (a) For the Special Counsel services performed by Attorneys under Section 1(a), (b), (c) and (e), the Client will pay Attorneys a fee equal to \$15,000. This fee will be payable upon adoption of the City Council's ordinance levying special taxes in the District.
- (b) For the special services described in Section 1(d), the Client will pay Attorneys an hourly fee equal to \$500/hour for senior partners, \$400/hour for junior partners and \$350 for associates. This fee will be payable by Client within 30 days of its receipt of an invoice from Attorneys.

AGENDA ITEM 1.C

REQUEST

AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR SERVICES RELATED TO THE DESIGN OF TRANSMISSION PIPELINES FOR THE PROPOSITION 84 GRANT FUNDED RECYCLED WATER PROJECT CIP 74091 ON AN HOURLY BASIS FOR AN AMOUNT NOT TO EXCEED \$962,169 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Professional services are required to design the recycled water transmission pipelines.

DISCUSSION

The California Department of Water Resources has awarded a Proposition 84 grant to the City in the amount of \$18 million for a Recycled Water Project which will construct backbone infrastructure for the distribution of recycled water from the City's existing Wastewater Treatment Plant (WWTP). The recycled water will be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's right of ways. As part of the grant application, the recycled water may also provide regional benefit by serving the GWF power facility and West Side Irrigation District.

The project needs fully dedicated staff or consultants to complete the design in a timely manner.

In September 2015, City of Tracy requested proposals from qualified engineering firms to provide planning and engineering services for the pipelines and pump stations. City received eight proposals in October 2015, and interviewed four firms in November and December 2015. After a review of the proposals and completion of the interview process, West Yost and Associates was selected for design of the recycled water transmission pipelines.

The scope of services includes: preparation of a pipeline routing study and design criteria including completion of design and preparation of improvement plans, specifications, Bid documents and cost estimates. The scope of work also involves permitting and coordination with San Joaquin County, Caltrans, irrigation districts, utility and railroad. The estimated duration of the design tasks is one year.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the General Fund. This professional services agreement will be funded from the approved Wastewater Recycling Project (CIP74091) and partially funded from the City through Development Impact Fees.

RECOMMENDATION

That the City Council, by resolution, authorize Professional Services Agreement with West Yost and Associates for services related to design of the recycled water transmission pipelines for the Proposition 84 Grant Funded Recycled Water Project CIP 74091 for a not to exceed amount of \$962,169 on an hourly basis and authorize the Mayor to execute the agreement.

Prepared by: Steve Bayley, Project Specialist

Reviewed by: Kuldeep Sharma, Utilities Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A: Professional Services Agreement

City of Tracy
PROFESSIONAL SERVICES AGREEMENT
West Yost and Associates

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and West Yost and Associates, a California corporation, (Consultant).

Recitals

- A. In October of 2015, City of Tracy requested proposals from qualified design consultants to provide services for the construction of the recycled water facilities associated with the award of the Department of Water Resources Grant (Grant). The City received seven proposals and conducted phone interviews with each of the firms. Contractor West Yost and Associates was selected for the necessary services
- B. Consultant represents it has the qualifications, skills and experience to provide these services and is willing to provide services according to the terms of this Agreement.
- 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.

Now therefore, the parties mutually agree as follows:

- 1. Scope of Services.** 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: Nancy McWilliams. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
- 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 extensions of time 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.
- 3. Compensation.**
 - 3.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$962,169. 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 without the City's prior written approval.
 - 3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

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

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

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

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

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

5. Insurance.

5.1 General. 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 here.

5.2 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.

5.3 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.

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

5.5 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.

5.6 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability 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, 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.

5.7 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.

- 5.8 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.
- 5.9 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.
- 5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.
- 5.11 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.

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

Consultant (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.

7. 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.

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. Miscellaneous.

9.1 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:
Kuldeep Sharma
Utilities Department
3900 Holly Drive
Tracy, CA 95304

To Consultant:
Nancy McWilliams
West Yost & Assocs
6800 Koll Center Prkwy, Ste 150
Pleasanton, CA 94566

With a copy to:
City Attorney

333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

9.2 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.

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

9.4 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.

9.5 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.

9.6 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.

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

In addition, during the performance of this Agreement, Consultant or its sub consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave.

Consultant or its sub consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free of from such discrimination and harassment. Consultant or its sub consultants shall comply with the provisions of the California Fair Employment and Housing Act (CA Gov. Code Section 12990(a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Consultant or its sub consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9.8 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. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract.

9.9. Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

9.10 Entire Agreement; Severability. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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.

10. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree to the full performance of the terms set forth here.

City of Tracy

Consultant

By: Michael Maciel
Title: Mayor

By: Jeffrey D. Pelz

Date: _____

Title: Vice President

Attest:

Date: 9/16/16

Federal Employer Tax ID No. 68-0370826

Nora Pimentel, City Clerk

By: W. Franklin Helmick
Title: ASST. Treasurer

Approved as to form:

Date: 9/16/16

Bill Sartor, City Attorney

EXHIBITS:

- A. Scope of Services
- B. Compensation



Scope of Services

This scope of services describes the tasks for the design of the recycled water pipelines for the City of Tracy's Recycled Water Project (Project). The Project includes preliminary design and construction document preparation for approximately nine miles of 20- and 24-inch diameter recycled water pipeline (Segments A, C, and D).

Task 1. Basis of Design Report

This task will confirm the alignments and document the design parameters for the Project.

Subtask 1.1 – Validate Design Criteria Recommended by Value Engineering Study.

West Yost Associates (West Yost) will coordinate with, and review work completed by, the Pump Station Designer on their analysis of the design criteria recommended by the Value Engineering Study (VE Stu60dy). It is anticipated that their analysis will evaluate demand projections, peaking factors, and the operations implications related to reducing the pipe diameters and the number of pressure zones. West Yost will provide comments and compare their results to the Recycled Water Master Plan.

This task includes up to two meetings with the Pump Station Designer and/or City of Tracy (City) staff.

This task does not include updating the City's hydraulic water system model to incorporate the improvements recommended by the VE Study.

Subtask 1.2 – Design Parameters.

Determine and document City standards, alignment, pipeline material, construction methods, and construction timing and phasing for the Project. Pipeline design shall be in accordance with City Design and Construction Standards, American Water Works Association Standards, and the State of California Water Code and "Purple Book".

Subtask 1.3 – Pipeline Routing Study

West Yost will conduct a pipeline routing study to determine the most economical route for the pipelines. The study will be based on site reconnaissance, review of existing records obtained from Caltrans, the City, and confirmation of connection point to end user irrigation systems. The proposed alignments will be evaluated with respect to right-of-way, constructability, environmental impacts, and cost.

West Yost will coordinate with the pump station designer to ensure connection points are addressed in the alignment evaluation.

This task does not include updating the City's hydraulic water system model to evaluate pipeline alignments.



Scope of Services

Subtask 1.4 – Prepare Basis of Design Report and 30 Percent Design

Prepare a Basis of Design Report (BODR) including 30 percent drawings for City review and comments. Basis of Design will include selection of pipe materials, valving, anticipated points of connection, and planning-level cost estimates. Following receipt of comments from the City, West Yost will prepare a final BODR.

Subtask 1.5 – Technical Reviews

Prior to each submittal, technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

Task 1 Deliverables:

- Written response, tabular format electronic document (Excel or Word), to pump station designers analysis of VE Study.
- Three (3) copies and one (1) PDF of Draft and Final BODR.

Task 2. Permitting and Coordination

This task will allow for coordination with the permitting agencies and various stakeholders in the Project including the City of Tracy, San Joaquin County, Caltrans, West Side Irrigation District, Naglee-Burke Irrigation District and the Union Pacific Railroad (UPRR).

Subtask 2.1 – San Joaquin County Coordination

Coordinate with San Joaquin County to determine San Joaquin County requirements and complete permit application forms for City's signature. It is assumed that West Yost will attend three meetings with the County. The City will pay for the permitting fees.

Subtask 2.2 – Caltrans Coordination

Coordinate with Caltrans to obtain approval for construction through Caltrans right of way at I-205 crossing. West Yost will attend up to two meetings with Caltrans and complete encroachment permit application forms for City's signature. The City will pay for the permitting fees.

Subtask 2.3 – Irrigation District Coordination

Coordinate with West Side Irrigation District and the Naglee-Burke Irrigation District to obtain approval for crossing irrigation canals. West Yost will attend up to one meeting with each irrigation district, and complete encroachment permit application forms, if necessary, for City's signature. The City will pay for the permitting fees.

Subtask 2.4 – Union Pacific Railroad Coordination

Coordinate with UPRR to obtain approval for crossing Union Pacific Railroad's right of way. West Yost will complete encroachment permit application forms for City's signature. The City will pay for the permitting fees. No meetings with UPRR are included.

Task 2 Deliverables: Permit Applications, including supporting documents for City signature.



Scope of Services

Task 3. Design

This task includes preparation of bid documents and cost estimates for the Project. Five sets of plans and specifications will be submitted to the City for review at the 60, 90, and 100 percent completion levels. West Yost will address comments in writing and submit one set of final drawings and specifications to the City for printing, bid advertisement and distribution.

Subtask 3.1 – Geotechnical Evaluation and Report

The geotechnical evaluation will be performed by subconsultant, Crawford & Associates. A driller will be retained by the City. A professional engineer/geologist from Crawford and Associates will log the borings, deliver samples to the laboratory, perform laboratory testing and prepare a geotechnical report. The report will include description of subsurface soil and groundwater conditions, information related to seismicity, and geotechnical recommendations for open cut and trenchless construction design and construction.

Subtask 3.2 – Soil Corrosivity Evaluation and Report.

The soil corrosivity evaluation will be performed by subconsultant, JDH Corrosion Consultants. The soil corrosivity will be evaluated with regards to the pipeline design. Soil corrosivity will be based on soil samples collected during the geotechnical investigation, in-situ resistivities along the pipeline alignments, and review of the plan and profile drawings. An engineering report will be prepared summarizing the field data collected along with chemical analysis of the soil samples and analysis of this data. The potential for corrosion on the new water pipelines will be determined based on the analysis and recommendation for the long-term prevention of corrosion will be included for all pipe material options.

Subtask 3.3 – Utility Coordination.

At the beginning of the design phase, utility coordination letters will be mailed to all known utility companies within the project area for courtesy notification and to identify utility locations and receive utility comments. Major utilities will be shown on drawings for reference only; non-critical utilities may not be identified. AT&T requires a fee for coordination with consultants, therefore West Yost will prepare a letter for City to place on City letterhead and send to AT&T.

Where utilities may require relocation for installation of recycled water line, West Yost will mail to the utility companies following the 60 percent design submittal.

West Yost will prepare a pothole plan for use the City to use in obtaining a potholing contractor.

The Contract Documents will require that the Contractor coordinate with Underground Service Alert (USA), locate and pothole all utilities prior to excavation.

Subtask 3.4 – Drawings including Complete Corrosion Design

Drawings will be prepared using AutoCAD conforming to City digital submittal guidelines. The design will be plotted at a scale of 1" = 40' horizontal and 1" = 4' vertical plan and profiles and appropriately scaled details. The drawings will be prepared using rectified aerial photographic images. Drawings will include construction information related to installation of recycled water



Scope of Services

main only; traffic control plans will be prepared by the contractor and will not be included in the construction documents. This subtask includes complete design and specification prepared by subconsultant JDH Corrosion Consultants for cathodic protection system. Design will terminate at the pump station property line, design for all piping between property line and pump station will be completed by pump station designer.

Subtask 3.5 – Specifications

Specifications will be prepared in Microsoft Word format. West Yost will prepare a complete set of specifications. Front end will be based on City's boilerplate and modified to include project-specific details. Technical specifications will be prepared in CSI format and based on City Standards. City will provide contract documents, general conditions and general requirements in Microsoft Word Format.

Subtask 3.6 – Cost Estimate

West Yost will develop a construction cost estimate at the 90 and 100 percent design completion levels.

Subtask 3.7 – Technical Reviews

Prior to each submittal, technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

Task 3 Deliverables:

- Copies of Utility Coordination Letters
- Soil Corrosivity Report
- Five (5) sets of draft plans (half-size) and one (1) PDF of list of anticipated specifications at the 60 percent completion level
- Five (5) sets of draft plans (half-size) and one (1) PDF of specifications, and cost estimates at 90 and 100 percent completion levels
- One (1) camera-ready set and one PDF of final plans (full-size) and specifications)

Task 4. Bid Period Services

The purpose of this task is to assist the City during the bidding phase of the Project. The City will advertise and distribute bid documents.

Subtask 4.1 – Addenda

Prepare up to two addenda during the bid period. Addenda to be distributed by the City.

Subtask 4.2 – Pre-bid Meeting, Bidder Inquiries, and Bid Evaluation

Attend one pre-bid meeting. West Yost will prepare meeting agenda, facilitate the meeting, and prepare technical meeting notes. The City will be the primary contact to bidders in answering bidders' technical questions during the bid period. West Yost will assist the City in addressing bidder questions and bid evaluations.

Task 4 Deliverables: Addenda, pre-bid meeting agenda and meeting notes, and email documentation of phone conversations with bidders.



Scope of Services

Task 5. Construction Support

The City will administer the construction contract and provide field inspection. West Yost will assist the City during construction by providing the following services during Construction:

Subtask 5.1 – Conformed Plans and Specifications

Prepare conformed plans and specifications incorporating all addenda items.

Subtask 5.2 – Pre-construction Conference

Attend the pre-construction conference and answer questions, if needed. The City or the City's Construction Manager will conduct the meeting and prepare the agenda and meeting notes.

Subtask 5.3 – Review Submittals and Requests for Information (RFIs)

Review the Contractor's submittals for compliance with the Contract Document and provide written comments. Submittal review time is estimated based on 40 original submittals at two hours each and 20 resubmittals at one hour each. Review of the sheeting, shoring, and bracing submittal will be for general conformance with the specifications only and acceptance of the submittal will not imply guarantee that the Contractor's shoring methods will be effective for the conditions encountered.

Prepare design clarifications and respond to RFIs. An allowance of 28 hours is included for design clarifications and RFIs.

Subtask 5.4 – Progress Meetings

Attend up to eight project status meetings with the Contractor and the City. Meeting minutes will be prepared by the City or the City's Construction Manager.

Subtask 5.5 – Engineering Services Related to Cathodic Protection System Construction

The engineering services related to the cathodic protection system will be performed by subconsultant, JDH Corrosion Consultants, and includes submittal and RFI responses, assistance with materials procurement, system checkout and letter of certification, and an operations and maintenance manual that includes as-built information.

Subtask 5.6 – Change Order Assistance

Review proposed change orders and assist the City with the preparation of change orders, if required. An allowance of 20 hours is included for change order assistance.

Subtask 5.7 – Record Drawings

Prepare record drawings based on markups provided by the Contractor and Construction Manager.

Task 5 Deliverables:

- Conformed plans and specifications in AutoCad, Word, and PDF files



Scope of Services

- Responses to submittals, design clarifications, and RFIs
- Review proposed change orders and assist City in preparation of response
- Draft and final Record Drawings – three (3) full-size, two (2) half-size in each, electronic PDF copy of half-size and AutoCAD files)

Task 6. Project Management

This task will include project management activities, including day-to-day administration, progress meetings, and technical reviews.

Subtask 6.1 – Project Administration

Monitor progress of individual tasks and coordinate completion of work products. Monitor task budgets and project schedule. A report of budget status on a task by task basis, in addition to any schedule changes, will be provided with each invoice.

Subtask 6.2 – Progress Meetings

Attend a Project kick-off meeting and up to three progress meetings (during the design phase) with City staff to discuss and review progress and significant action items. West Yost will prepare and submit meeting agendas and minutes.

Subtask 6.3 – Coordination with City Contractors in Support of Design Work

Due to grant funding, some contractors will be retained directly by the City. This subtask allows for West Yost to assist in the management of up to 3 contractors including land surveyor, geotechnical driller, and potholer. This work will include assisting the City in drafting proposed scopes of work, interfacing directly with the contractors, providing direction, reviewing information submitted, and reviewing invoices.

Task 6 Deliverables: Meeting agendas, meeting minutes, and project schedule updates

Task 7. Additional Services

This task consists of providing additional engineering services as required for successful completion of the project as identified by the City on an “as-needed” basis. No work on this task will occur without specific written approval from the City.

Work Excluded from this Scope

The following work is excluded from this scope. It is anticipated that the City will retain contractors to perform the following work:

Topographic Surveying.

Scope is expected to include establishing survey control, aerial survey and mapping, supplemental field surveying, and preconstruction monument preservation support.



Scope of Services

Potholing

Scope is expected to include all permitting, traffic control, coordination with USA, and potholing using vacuum excavation.

Geotechnical Drilling

Scope is expected to include traffic control, coordination with USA, drilling approximately 26-28 boreholes to depths of 10 feet for open cut segments, and up to 30 feet at trenchless crossing locations.

Right of Way Acquisition

No right of way acquisition activities (plats, legal descriptions, appraisals, negotiation, etc.) are included in this scope of work.

Billing Rate Schedule

(Effective January 1, 2016 through December 31, 2019)*

ENGINEERING

Position	Labor Charges (dollars per hour)
Principal/Vice President	282
Engineering/Scientist/Geologist Manager II	269
Engineering/Scientist/Geologist Manager I	259
Principal Engineer/Scientist/Geologist II	249
Principal Engineer/Scientist/Geologist I	235
Senior Engineer/Scientist/Geologist II	220
Senior Engineer/Scientist/Geologist I	210
Associate Engineer/Scientist/Geologist II	199
Associate Engineer/Scientist/Geologist I	185
Engineer/Scientist/Geologist II	175
Engineer/Scientist/Geologist I	152
Senior GIS Analyst	205
GIS Analyst	194
CAD Supervisor	162
Senior CAD Designer	141
CAD Designer	126
Engineering Aide	85
Technical Specialist IV	159
Technical Specialist III	141
Technical Specialist II	123
Technical Specialist I	103
Administrative IV	129
Administrative III	117
Administrative II	96
Administrative I	76

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continues on following page

*This schedule will update annually beginning January 1, 2020

2016 Billing Rate Schedule (Effective January 1, 2016 through December 31, 2019)*

CONSTRUCTION MANAGEMENT

Position	Labor Charges (dollars per hour)
Senior Construction Manager	266
Construction Manager IV	231
Construction Manager III	186
Construction Manager II	174
Construction Manager I	161
Resident Inspector (Prevailing Wage – Group 1)	180
Resident Inspector (Prevailing Wage – Group 2)	174
Resident Inspector (Prevailing Wage – Group 3)	156
Resident Inspector (Prevailing Wage – Group 4)	140
Apprentice Inspector	128
CM Administrative II	93
CM Administrative I	70

SURVEYING

Position	Labor Charges (dollars per hour)
GPS, 3-Person	422
GPS, 2-Person	367
GPS, 1-Person	285
Survey Crew, 2-Person	311
Survey Crew, 1-Person	233

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	18	86
pH Meter	5	27
Automatic Sampler	135	740
Transducer/Data Logger	43	214
Hydrant Pressure Gage	12	52
Hydrant Pressure Recorder (HPR)	—	214
Hydrant Wrench	5	34
Well Sounder	30	139
Ultrasonic Flow Meter	—	280
Vehicle	92	463
Velocity Meter	12	68
Water Quality Multimeter	183	1003

*This schedule will update annually beginning January 1, 2020

West Yost Associates	P/V/P \$282	EM/SM/GM II \$269	PE/PS/PG II \$249	SE/SS/SG II \$220	AE/AS/AG II \$199	ESG II \$175	CADD \$126	ADM IV \$129	Labor		Sub. CRF	Sub. JDH	Costs		
									Hours	Fee			Sub. w/ markup 10%	Other Direct	Total Costs
PROJECT: City of Tracy Recycled Water Project															
Task 1 Basis of Design Report															
1.1 Validate Design Criteria	4		40	60					104	\$ 24,288					\$ 24,288
1.2 Design Parameters	4	40							44	\$ 11,888					\$ 11,888
1.3 Pipeline Routing Study	4	20		20	80			4	128	\$ 27,344					\$ 27,344
1.4 Prepare Basis of Design Report and 30% Drawings	4	20	20	12	40	120	120	32	368	\$ 62,336			\$ 200		\$ 62,536
1.5 Technical Reviews	16								16	\$ 4,512					\$ 4,512
Subtotal, Task 1 (hours)	32	80	60	92	120	120	120	36	660						
Subtotal, Task 1 (\$)	\$ 9,024	\$ 21,520	\$ 14,940	\$ 20,240	\$ 23,880	\$ 21,000	\$ 15,120	\$ 4,644		\$ 130,368				\$ 200	\$ 130,568
Task 2 Permitting and Coordination															
2.1 San Joaquin County Coordination		24		24		8			56	\$ 13,136				\$ 200	\$ 13,336
2.2 Caltrans Coordination		20		24		8			52	\$ 12,060				\$ 100	\$ 12,160
2.3 West Side Irrigation District Coordination		24		24		8			56	\$ 13,136				\$ 400	\$ 13,536
2.4 Union Pacific Railroad Coordination		2		16		8			26	\$ 5,458					\$ 5,458
Subtotal, Task 2 (hours)	0	70	0	88	0	32	0	0	190						
Subtotal, Task 2 (\$)		\$ 18,830		\$ 19,360		\$ 5,600				\$ 43,790				\$ 700	\$ 44,490
Task 3 Design															
3.1 Geotechnical Evaluation and Report		4		8					12	\$ 2,836	\$ 59,024		\$ 64,926		\$ 67,762
3.2 Soil Corrosivity Evaluation and Report		4		8		8			20	\$ 4,236	\$ 26,610	\$ 29,271		\$ 33,507	
3.3 Utility Coordination		4		8		40			52	\$ 9,836				\$ 9,836	
3.4 Drawings including Complete Corrosion Design	60	120	120	120	240	400	600		1660	\$ 298,840	\$ 31,540	\$ 34,694	\$ 2,000	\$ 335,534	
3.5 Specifications	8	60		120				80	268	\$ 55,116			\$ 500	\$ 55,616	
3.6 Cost Estimate	4	8		24		24			60	\$ 12,760				\$ 12,760	
3.7 Technical Reviews	64								64	\$ 18,048				\$ 18,048	
Subtotal, Task 3 (hours)	136	200	120	288	240	472	600	80	2136						
Subtotal, Task 3 (\$)	\$ 38,352	\$ 53,800	\$ 29,880	\$ 63,360	\$ 47,760	\$ 82,600	\$ 75,600	\$ 10,320		\$ 401,672	\$ 59,024	\$ 58,150	\$ 128,891	\$ 2,500	\$ 533,063
Task 4 Bid Period Services															
4.1 Addenda		4		8		12			24	\$ 4,936	\$ 5,000	\$ 5,500		\$ 10,436	
4.2 Prebid Meeting, Bidder Inquiries, and Bid Evaluation		8		6		6			20	\$ 4,522			\$ 100	\$ 4,622	
Subtotal, Task 4 (hours)	0	12	0	14	0	18	0	0	44						
Subtotal, Task 4 (\$)		\$ 3,228		\$ 3,080		\$ 3,150				\$ 9,458	\$ 5,000	\$ 5,500	\$ 100	\$ 15,058	
Task 5 Construction Support															
5.1 Conformed Plans and Specifications		4		8			8	8	28	\$ 4,876			\$ 500	\$ 5,376	
5.2 Preconstruction Conference		6		8					14	\$ 3,374			\$ 100	\$ 3,474	
5.3 Review Submittals and RFIs		8		80	40			40	168	\$ 32,872				\$ 32,872	
5.4 Progress Meetings		32		32					64	\$ 15,648			\$ 400	\$ 16,048	
5.5 Engineering Services Related to Cathodic Protection System Construction									0		\$ 20,080	\$ 22,088		\$ 22,088	
5.6 Change Order Assistance	4	8		8					20	\$ 5,040				\$ 5,040	
5.7 Record Drawings		4			24		40		68	\$ 10,892				\$ 10,892	
Subtotal, Task 5 (hours)	4	62	0	136	64	0	48	48	362						
Subtotal, Task 5 (\$)	\$ 1,128	\$ 16,678		\$ 29,920	\$ 12,736		\$ 6,048	\$ 6,192		\$ 72,702	\$ 20,080	\$ 22,088	\$ 1,000	\$ 95,790	
Task 6 Project Management															
6.1 Project Administration		80		80				80	240	\$ 49,440				\$ 49,440	
6.2 Progress Meetings		40		40					80	\$ 19,560			\$ 400	\$ 19,960	
6.3 Coordination with City Contractors in Support of Design Work		24		40	48				112	\$ 24,808				\$ 24,808	
Subtotal, Task 6 (hours)	0	144	0	160	48	0	0	80	432						
Subtotal, Task 6 (\$)		\$ 38,736		\$ 35,200	\$ 9,552			\$ 10,320		\$ 93,808			\$ 400	\$ 94,208	
Task 7 Contingency As-Needed															
7.1 Contingency As-Needed	16	40	40	40	40	40			216	\$ 48,992				\$ 48,992	
Subtotal, Task 7 (hours)	16	40	40	40	40	40	0	0	216						
Subtotal, Task 7 (\$)	\$ 4,512	\$ 10,760	\$ 9,960	\$ 8,800	\$ 7,960	\$ 7,000				\$ 48,992				\$ 48,992	
TOTAL (hours)	188	608	220	818	512	682	768	244	4,040						
TOTAL (\$)	\$ 53,016	\$ 163,552	\$ 54,780	\$ 179,960	\$ 101,888	\$ 119,350	\$ 96,768	\$ 31,476		\$ 800,790	\$ 59,024	\$ 83,230	\$ 156,479	\$ 4,900	\$ 962,169

RESOLUTION 2016-_____

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR SERVICES RELATED TO THE DESIGN OF TRANSMISSION PIPELINES FOR THE PROPOSITION 84 GRANT FUNDED RECYCLED WATER PROJECT CIP 74091 IN AN AMOUNT NOT TO EXCEED \$962,169 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million for a Recycled Water Project which will construct backbone infrastructure for the distribution of recycled water from the City's existing Wastewater Treatment Plant (WWTP), and

WHEREAS, In September 2015, City of Tracy requested proposals from qualified engineering firms to provide planning and engineering services for the pipelines and pump stations, and

WHEREAS, The City received eight proposals in October 2015, and interviewed four firms in November and December 2015, and

WHEREAS, After a review of the proposals and completion of the interview process, West Yost and Associates was found to be the most qualified consultant to complete the transmission pipeline design for the Recycled Water project, and

WHEREAS, West Yost and Associates submitted a proposal to complete the pipeline design complete with improvement plans, specifications and contract documents for a not to exceed amount of \$962,169 on an hourly basis, and

WHEREAS, Funding is from the Proposition 84 Grant from the State and partially funded from Development Impact Fees, and

WHEREAS, The necessary funds for this PSA are in the approved budget as a capital improvement project, Wastewater Recycling Pipeline CIP 74091

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council authorizes a Professional Services Agreement with West Yost Associates for services related to the Design of Transmission Pipelines for the Proposition 84 Grant Funded Recycled Water Project CIP 74091 for a not to exceed amount of \$962,169 on an hourly basis and authorizes the Mayor to execute the Agreement.

The foregoing Resolution 2016- _____ was adopted by Tracy City Council on the 4th day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

APPROVE AN AMENDMENT TO THE CITY'S EXISTING PRODUCT AND SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY (PG&E) TO REPLACE EXISTING HIGH PRESSURE SODIUM LIGHTS WITH LIGHT EMITTING DIODE (LED) LIGHTS, AUTHORIZE THE TRANSFER AND APPROPRIATION OF \$138,255 FROM GAS TAX FUND 245 TO THE STREET LIGHT REPLACEMENT CIP 73152

EXECUTIVE SUMMARY

Last year, the City Council considered an amendment to the City's existing Product and Service Agreement with Pacific Gas and Electric (PG&E) to replace approximately 3,775 high pressure sodium street lights throughout the City with Light Emitting Diode (LED) lights for an estimated cost of \$1,160,519. This work is part of the approved CIP 73152 with available funding of \$1,200,000. However, to complete the conversion of street lights on full segments/blocks of impacted streets; the total number of street lights required for replacement is 3,977. This is 202 street lights more than originally estimated which requires an additional funding transfer and appropriation of \$138,255.

DISCUSSION

On May 5, 2015, the City Council considered an amendment to the existing Product and Service Agreement with PG&E to replace approximately 3,775 high Pressure Sodium Street Lights with LED lights for an estimated cost of \$1,160,519 through an approved CIP 73152 with an available budget of \$1,200,000. The number of street lights eligible for this replacement was an estimated number and needed verification in the field to ensure the replacement was accomplished in full blocks, or segments of streets so that no street segment would be left incomplete or half done. The field verification found the total number of lights to be replaced was 3,977 to achieve the above goals. Because the number of LED light conversions and the cost of conversion is more than the approved estimate by \$138,255, a transfer and appropriation of this amount is needed.

Additional funding in the amount of \$138,255 is available from the Gas Tax Fund 245 and needs to be transferred and appropriated to CIP 73152 for making full payment to PG&E.

STRATEGIC PLAN

This agenda item supports Goal 2 of the City Council approved Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship.

FISCAL IMPACT

There is no additional impact to the General Fund. This item was budgeted through approved CIP 73152; however, it will require additional funding of \$138,255. A supplemental appropriation of \$138,255 from the Gas Tax Fund 245 to CIP 73152 is proposed. It is anticipated that the loan repayment will take approximately 4 – 5 years,

after which the City will realize an ongoing annual energy savings of \$268,059, based on today's utility rates.

RECOMMENDATION

Staff recommends that City Council, by resolution, approve an amendment to the City's existing Product and Service Agreement with Pacific Gas & Electric Company (PG&E) to replace existing High Pressure Sodium lights with Light Emitting Diode (LED) lights, and authorize the transfer and appropriation of \$138,255 from the Gas Tax Fund 245 to the Street Light Replacement CIP 73152.

Prepared by: Kuldeep Sharma, Utilities Director

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

APPROVING AN AMENDMENT TO THE CITY'S EXISTING PRODUCT AND SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY (PG&E) TO REPLACE EXISTING HIGH PRESSURE SODIUM LIGHTS WITH LIGHT EMITTING DIODE (LED) LIGHTS, AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$138,255 FROM GAS TAX FUND 245 TO THE STREET LIGHT REPLACEMENT CIP 73152

WHEREAS, On May 5, 2015, the City Council considered an amendment to the existing Product and Service Agreement with Pacific Gas and Electric (PG&E) to replace approximately 3,775 high pressure sodium street lights with LED lights through CIP 73152 for an estimated amount of \$1,160,519, and

WHEREAS, The approved CIP 73152 has a budgeted amount of \$1,200,000, and

WHEREAS, The number of street lights eligible for this replacement was an estimated number and needed verification in the field to ensure the replacement was accomplished in full blocks, or segments of streets so that no street segment would be left half done, and

WHEREAS, The field verification found the total number of lights for conversion to be 3,977 and the amended agreement initiated by Public Works and executive by the City, included 3,977 street lights for conversion with a total cost of \$1,338,255, and

WHEREAS, The number of street light conversions and its cost is more than the original estimate by \$138,255.

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council approves an amendment to the City's existing Product and Service Agreement with Pacific Gas & Electric Company (PG&E) to replace existing High Pressure Sodium Lights with Light Emitting Diode (LED) lights, authorizes a supplemental appropriation of \$138,255 from the Gas Tax Fund 245 to the Street Light Replacement CIP 73152.

The foregoing Resolution 2016- _____ was adopted by Tracy City Council on the 4th day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

AUTHORIZATION TO AWARD BIDS FOR THE SUPPLY OF CHEMICALS FOR THE TREATMENT OF WATER AND WASTEWATER FOR FISCAL YEAR 2016 – 2017 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS

EXECUTIVE SUMMARY

The City of Tracy requires various chemicals for the treatment of water and wastewater at the John Jones Water Treatment Plant, Water Production Wells and the Wastewater Treatment Plant. These chemicals are an integral part of the operation of the plants and wells to assure compliance with State and Federal standards.

DISCUSSION

The City uses various chemicals for the disinfection and treatment of water and wastewater at its Water Plant, Water Production Wells and Wastewater Treatment Plant. Most of the chemical supply firms are specialized and supply only a certain type of chemical. As a result, the City buys these chemicals from multiple vendors. Due to the type of chemical and its properties, special care is needed to handle supply and delivery of such chemicals. As a result standard operating procedures are developed for highly sensitive chemicals to ensure safety and to be in compliance with the state and federal regulations.

In April of this year, a request for bids to supply chemicals was posted on the website and bid packages were sent to approximately 20 chemical firms who have either expressed an interest in providing the City with these chemicals or who have bid on them in the past. The City received a total of 14 bid responses.

Most of the bidders have approved Standard Operating Procedures (SOP) on file with the City except one. A new vendor (bidder), Thatcher Company of CA, presented a low bid for both Liquid Alum and Liquid Chlorine Bulk. The vendor has been contacted and the SOP for the offloading of liquid chlorine was reviewed to assure compliance. One of the requirements of the SOP includes an additional person, a Delivery Assistant. As a result, the bid was modified to include this cost and the vendor still remained the low bidder.

Based on the responses and the expertise of the respondents (Attachment A); the following companies are recommended based on cost, response time, specialty and past performance.

CHEMICAL	COMPANY	BID PRICE
Liquid Cationic Polymer	SNF Polydyne	\$0.35/lb
Non-Ionic Liquid Poly-Acrylamide	SNF Polydyne	\$0.87/lb
Blended Liquefied Phosphate	Sterling	\$0.3895/lb
Liquid Alum	Thatcher Company of CA	\$235.5/ton
Liquid Chlorine, Bulk	Thatcher Company of CA	\$570/ton
Liquid Sulfur Dioxide, Bulk	Sierra Chemical Co.	\$ 895/ton
Aqua Ammonia	Hill Bros, Company	\$0.1235/lb
Sodium Hypochlorite	Univar, USA Inc.	\$0.909/gal

Staff is recommending Council authorize the awarding of chemical bids to those companies listed above to furnish the listed chemicals for the treatment of water and wastewater.

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 impact to the General Fund. Funding is appropriated for these costs and will be absorbed within the FY 2016 – 17 operating budget using both Water and Wastewater funds for an approximate annual cost of \$492,900.

RECOMMENDATION

That City Council, by resolution, authorize the award of bids for the supply of chemicals for the treatment of Water and Wastewater for fiscal year 2016 – 2017 from the list above and authorize the Mayor to execute the agreements. There is no impact to the General Fund

Prepared by: Dave Carter, Water Operations Superintendent
Dale Klever, Wastewater Operations Superintendent

Reviewed by: Kuldeep Sharma, Utilities Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

- Attachment A – Final Bid Listing
- Attachment B – General Service Agreement SNF Polydyne
- Attachment C – General Service Agreement Sterling
- Attachment D – General Service Agreement Thatcher Company of CA
- Attachment E – General Service Agreement Sierra Chemical Co
- Attachment F – General Service Agreement Hill Bros, Company
- Attachment G – General Service Agreement Univar, USA Inc.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply of Liquid Cationic Polymer and Non-Ionic Liquid Poly-Acrylamide
by SNF Polydyne, Inc.

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and SNF Polydyne, Inc., a Delaware Corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Provider 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, Provider's Authorized Representative: Mark Schlag. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at the billing rates of \$.35/lb for Liquid Cationic Polymer and \$.87/lb for Non-Ionic Liquid Poly-Acrylamide. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
4. **Indemnification.** Provider 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 Provider'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; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

5.2. **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.

5.3. **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.

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

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

5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.

5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.

5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Provider. Upon termination, Provider shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Provider for this Agreement. The City shall pay Provider for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.
9. **Miscellaneous.**

- 9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Mark Schlag
SNF Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

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

- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of

and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:

Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications

Provider



By: Mark Schlag
Title: Vice President

Date: 08/12/16

Federal Employer Tax ID No. 34-1810283



By: James R. Carlson

Title: Senior Vice-President

Date: 08/12/16

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

EXHIBIT A

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

**Wastewater
Treatment Plant**
3900 Holly Drive
Tracy, CA 95304

**John Jones Water
Treatment Plant**
6649 S. Tracy Boulevard
Tracy, CA 95377

**Water Supply
Well Sites**
Locations Vary
(Sodium Hypochlorite Only)

2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS

A. LIQUID CATIONIC POLYMER

John Jones Water Treatment Plant - Bulk Supply/Delivery

1. Quality

(A) The liquid cationic polymer shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water

to which the liquid cationic polymer has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

(B) The liquid cationic polymer delivered under this agreement shall conform to the following:

- USEPA approved for use in potable water at dosages up to 50mg/l;
- Free of biological contamination; and

CHEMICAL SPECIFICATIONS CITY OF TRACY 2016 – 17

- No more than 5mg/l iron.
 - Liquid polymers delivered to the Wastewater Treatment Plant need not meet potable water standards.
2. Affidavit of Compliance
- (A) The Contractor shall submit an affidavit of compliance with the following specifications for each delivery of liquid cationic polymer as delivered to the John Jones Water Treatment Plant bulk storage tanks.
- (B) The affidavit of compliance shall contain:
- Percent active polymer;
 - Pounds per gallon
 - Date of manufacture.
3. Certified Laboratory Report
- (A) A certified laboratory report to meet NSF Standard 60 shall be submitted for the first liquid cationic polymer delivery to the John Jones Water Treatment Plant and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:
- Percent active polymer;
 - Pounds per gallon;
 - Date of manufacture;
 - Specific gravity;
 - Iron content
 - pH.
- (B) Charges for the certified laboratory reports shall be included in the bid price.
4. City Approved Cationic Polymers
- The following are the only currently City-approved cationic polymers to be used in the Water Treatment Plant:

Manufacturer Product

Calgon Corporation Cat Floc-T, Cat Floc-C, Cat Floc-T2, Cat Floc-C2 Nalco
Nalco 8102, Nalco E-792
Allied Colloids Inc. Percol 775, 778
Polydyne C – 4420

5. Qualification Requirements for City Approval

To achieve City approval, for future bid purposes, a prospective Contractor's liquid cationic polymer shall meet the following requirements:

- (A) All the requirements of these specifications.
- (B) Performance criteria established by the City:
- A screening evaluation conducted on a laboratory scale, performed by City personnel. The Contractor shall furnish at least 100 ml of liquid cationic polymer for this evaluation.
 - If the laboratory evaluation demonstrates the liquid cationic polymer to be effective, under laboratory condition, then a plant-scale evaluation shall be performed.
 - For the plant-scale evaluation, the prospective Contractor shall furnish liquid cationic polymer in the amount established by the City to be able to run the evaluation for a seven (7) day run supplied at prospective

CHEMICAL SPECIFICATIONS CITY OF TRACY 2016 – 17

Contractor cost. Also, to re-evaluate if process conditions warrant; for example: if major changes occur in nature of feed solids.

- Performance evaluations shall be performed at the convenience of the City and may be witnessed by the prospective Contractor.
- A copy of the City's performance evaluation procedure shall be furnished on request.

(C) No prospective liquid cationic polymer shall be screened at the John Jones Water Treatment Plant without introduction by prospective Contractor personnel.

6. Quantity

(A) The estimated requirements for liquid cationic polymer, as listed on the "Request for Bid", will vary with the demands of the City.

(B) The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be delivered.

(C) It is the intent of this agreement to require the Contractor to furnish all the City's liquid cationic polymer requirements.

(D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

7. Delivery

(A) The Contractor shall make deliveries of liquid cationic polymer upon request, in single-unit cargo trailers of approximately 2500-gallon.

(B) The Contractor shall make the delivery within seven (7) days after notification.

(C) The cargo trailers used for delivering liquid cationic polymer shall be either stainless steel or lined especially to handle liquid cationic polymers.

(D) Scale charges shall be included in the bid price.

8. Condition of Cargo Trailers

All cargo trailers and appurtenant valves used for the delivery of the liquid cationic polymer, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.

9. Safety Requirements

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Act, when unloading the liquid cationic polymer.

10. Spillage

(A) All discharge connections and hose ends shall be plugged, capped blind flanged, or contained to prevent any spillage of liquid cationic polymer.

(B) The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.

(C) Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of \$450.00 or cost plus 15 percent, whichever is greater, and shall be billed to the Contractor.

(D) Material Safety Data Sheets (MSDS) must be supplied with initial

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

shipment.

11. Placement of Orders

The City shall notify the Contractor a minimum of five (5) days in advance of the requirements for each delivery.

12. Severance of Agreement

The City reserves the right to annul agreement with the bidder at any time that previously discussed items in the bid agreement are not followed.

B. 30% NON-IONIC LIQUID POLYACRYLAMIDE

John Jones Water Treatment Plant

The product must meet NSF 60 certification for potable water treatment.

I. Affidavit of compliance shall contain:

- a. Percent active polymer
 - b. Pounds per gallon
 - c. date of manufacturer
2. Certified laboratory report;
- a. certification for NSF 60 use for potable water treatment
 - b. include maximum dosage for potable water.
 - c. specific gravity
 - d. iron content
 - e. ph
3. Delivery
- (A) 250 gallon stackable totes.
 - (B) Vendor to include pickup of empty totes in bid quotation.
 - (C) delivery must include product MSDS safety sheet.
4. Physical properties;
- (A) viscous form
 - (B) milky color
 - (C) odor aliphatic
 - (D) ph 6- 8 @ 5g/l

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply of Blended Liquefied Phosphate
by Sterling Water Technologies, LLC

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Sterling Water Technologies, LLC, a Pennsylvania corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Provider 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, Provider's Authorized Representative: TBD. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at the billing rate of \$.3895/lb for Blended Liquefied Phosphate. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
4. **Indemnification.** Provider 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 Provider'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; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. **Insurance.**

- 5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 5.5. **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
- 5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- 5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
- 5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Provider. Upon termination, Provider shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Provider for this Agreement. The City shall pay Provider for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

9. **Miscellaneous.**

- 9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Sterling Water Technologies
PO Box 602
Columbia, TN 38402-0602

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

- 9.2. **Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Provider's services will be the degree of skill and diligence ordinarily used by

reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.

- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of

and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:

Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications

Provider

Sterling Water Technologies, LLC
By: Ruth H. Campos
Title: Assistant Treasurer

Date: 9/9/2016

Federal Employer Tax ID No. 20-8880613



By: Ruth H. Campos

Title: Assistant Treasurer

Date: 9/9/2016

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

EXHIBIT A

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

**Wastewater
Treatment Plant**
3900 Holly Drive
Tracy, CA 95304

**John Jones Water
Treatment Plant**
6649 S. Tracy Boulevard
Tracy, CA 95377

**Water Supply
Well Sites**
Locations Vary
(Sodium Hypochlorite Only)

2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS

BLENDED LIQUID PHOSPATE

1. General

The phosphate supplied must be effective in the corrosion inhibition of iron, lead and copper in the systems served by the City to the extent that the maximum contaminant levels (MCL) for iron, lead and copper will be met as established by E.P.A. guidelines in effect January 1, 1993. The material shall also successfully sequester the soluble manganese in the finished water leaving the City of Tracy Water Treatment Plant for the full time the water passes through the distribution system. The intent of these specifications is to insure that the phosphate as supplied by the successful bidder will perform the intended function in the distribution system without in any way upsetting the system thereby posing a threat to the public health and safety or end user property.

CHEMICAL SPECIFICATIONS CITY OF TRACY 2016 – 17

The liquid phosphate is to be used for the maintenance of the distribution system, used in the conveying of water for manufacturing and domestic uses, and it must be suitable for this purpose.

2. Quality

The liquid phosphate product must conform to the following specifications:

- (A) Liquid phosphate supplied must be certified to meet NSF Standard 60, Direct Additives for Drinking Water and must meet all minimum standards established by E.P.A., A.W.W.A., and the California Department of Health and Environment, Division of Water Supply and NSF Standard 60 for Potable water.
- (B) The product provided under the term of this bid must be a blend of potassium and sodium ortho/polyphosphate salts in an aqueous solution.
- (C) Product shall contain active ingredients consisting of orthophosphate and polyphosphate. The product's active ingredients shall be within a range of a ratio of 1:1 to 2.5:1 polyphosphate to orthophosphate by weight. The product shall be stable and the orthophosphate content shall not increase by 10% by weight of the active ingredients during storage for 120 days.
- (D) Provider shall specify the percentage by weight and name of the most active ingredient(s) for corrosion inhibition and sequestering. This percentage will be maintained constant throughout the contract period and will be checked periodically by utility personnel or their representatives using a method chosen by the City. The ratio of active polyphosphate to active orthophosphate and the percentage of total active phosphate of the product by weight will be clearly stated in the bid.
- (E) Product shall meet the following technical specifications:
 - Color: Clear, no visible solids
 - Specific Gravity: 1.35 - 1.42 @ 20 C
 - Weight/gallon: 11.0 - 12.0 lbs.
 - pH: 5.7 - 6.7
 - PO4 Content % Active
- (F) Company must have experience in three (3) major cities. Product must meet E.P.A. specifications and may not contain any metals that would cause violations to any section of the City's restrictions by the Safe Drinking Water Act, Clean Water Act (NPDES permits) or State and local laws. Product must not contain zinc.
- (G) Sequesters by forming a ring structure around the ion thus blocking the reactive site from any further chemical reactions.
- (H) Cleans scale and tuberculation from within the distribution system molecule by molecule through the same electromagnetic process.
- (I) Provides cathodic inhibiting ability by producing a thin (one molecule thick) protective coating on interior pipe surfaces. This coating remains impervious to oxygen and provides an effective electrolytic insulator thus reducing problems of oxidation and metallic corrosion.
- (J) Product must be compatible with the present feed system.
- (K) Successful bidder must include in his bid the cost of furnishing corrosion coupons of mild steel to be installed at locations designated by the City for monitoring of corrosion rate. Coupons are to be furnished and evaluated by an independent testing laboratory acceptable to the City. The number

CHEMICAL SPECIFICATIONS CITY OF TRACY 2016 – 17

of coupons required will be one hundred (100). Coupons must be furnished at bidder's cost including laboratory analysis for the entire term of the contract. Verification of analyses may be done by the City of Tracy at their discretion.

- (L) A typical analysis sheet shall be furnished with each proposal, showing a detailed description of the product including active ingredients and percentages by weight. An MSDS for the product will also be provided.

3. Quantity

- (A) The estimated requirements for blended liquefied phosphate as listed on the "Schedule of Prices" will vary with the actual demands of the City.
- (B) The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- (C) It is the intent of this agreement to require the Contractor to furnish all the City's blended liquefied phosphate requirements.
- (D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment on the unit price nor to any other compensation.

4. Delivery

- (A) The contractor shall ship the liquid phosphate in tanker trucks. The City typically orders a full load of 33,000 pounds.
- (B) Delivery shall be pumped into a tank on site in quantities that can be practically weighed, delivered, and stored. Bidders will specify the quantity and methods of delivery, measurement, and storage requirements.
- (C) In all alternatives the seller will be solely responsible for the proper storage and stability of the product for the complete term of the contract or until the product is used, whichever is longer. Bidders are encouraged to discuss potential delivery and storage proposals with the City of Tracy's Plant Supervisor prior to submission to ensure that the method is practical and acceptable to the City.
- (D) The tanker trucks used to deliver the product shall be dedicated for delivery of the bid product or essentially similar products and equipped with fittings for air unloading or shall have its own pump and discharge base as necessary for unloading. All tanker truck deliveries must be weighed on a certified scale within three hours of delivery, for the gross weight, and weighed again after delivery, within three hours, to obtain the tare weight. The gross weight ticket must be attached to the receiving ticket at the time of delivery and the tare weight ticket must be sent to the City of Tracy John Jones Water Treatment Plant, 6649 S. Tracy Boulevard, Tracy, CA 95337 within one week. If there is any cost involved in weighting, it will be borne by the Seller.
- (E) Technical, on-site assistance will be provided by the successful bidder throughout the period of the bid. During the ninety (90) day trial period, the supplier will be responsible for providing assistance in maintaining the dosage recommended by the supplier in our effort to continue the cleaning and coating program presently underway, without upsetting the distribution system.
- (F) Should the trial period end successfully, the product supplier will make quarterly on-site visits to the plant to assist the City staff in maintaining

**CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17**

optimal feed rates and product supply.

- (G) As soon as the Contractor receives an order from the Purchaser for the delivery of liquid phosphate, the Contractor must immediately acknowledge receipt of the order and advise the City of when the phosphate will be shipped, as it is important that the City know that the order has been received by the Contractor and that shipment will be made.
- (H) There must not be any delay in shipments when ordered, and the Seller must do all in his power to secure prompt deliveries. All bills of lading, shipping notices, etc., must be forwarded to the City on date shipment is made.
- (I) The liquid phosphate, when received, will be subject to the inspection of the City as to its general and specific compliance with these specifications. Should the phosphate be found other than specified, or not satisfactory for the purpose intended, the City shall have the right and privilege to reject the liquid phosphate or to cancel the entire contract. Should any liquid phosphate be rejected by the City, it must be removed from the property of the City within seven days after notification. Should there be any cost of handling, unloading, or loading of the rejected phosphate, the cost of same is to be paid by the Seller.
- (J) The Seller must furnish, and make continuous and uninterrupted deliveries of the liquid phosphate in accordance with these specifications, both as to quality and quantity, it being understood that it is necessary for the City to have a continuous and uninterrupted supply of liquid phosphate for use in the treatment of water.

5. Spillage

- (A) All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of liquid alum.
- (B) The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
- (C) Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of \$450.00 or cost plus 15 percent, whichever is greater, and shall be billed to the Contractor.

6. Severance of Agreement

If, at any time, any of the liquid phosphate furnished by the Contractor shall fail to comply with these specifications, or shall fail to be satisfactory for purposes intended, or if, at any time, the Contractor shall fail to ship promptly any required quantities of liquid phosphate when ordered by the City, then the contract entered into may be canceled or terminated by the City upon giving thirty days' notice to the Contractor. Said notice will be mailed to the Contractor's place of business or office, and no claim of any kind shall be made against the City by the Contractor by reason of, or on account of, any cancellation of the contract because of such failure by the Contractor.

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply for Liquefied Chlorine Gas and Liquid Alum
by Thatcher Company of California, Inc.

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Thatcher Company of California, Inc., a California corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Provider 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, Provider's Authorized Representative: Craig N. Thatcher. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at the billing rates of \$520/ton for Liquefied Chlorine Gas and \$235.5/ton for Liquid Alum. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
4. **Indemnification.** Provider 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 Provider's performance or failure to comply with obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

- 5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 5.5. **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
- 5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- 5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
- 5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Provider. Upon termination, Provider shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Provider for this Agreement. The City shall pay Provider for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

9. **Miscellaneous.**

- 9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Craig N. Thatcher
Thatcher Company of CA, Inc.
PO Box 27407
Salt Lake City, UT 84127-0407

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

- 9.2. **Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Provider's services will be the degree of skill and diligence ordinarily used by

reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.

- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of

and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:


Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications


Provider



By: Craig N. Thatcher
Title: President

Date: September 12, 2016

Federal Employer Tax ID No. 95-2944197



By: Diane T. Barlow

Title: Secretary

Date: September 12, 2016

**CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17**

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

<p>Wastewater Treatment Plant 3900 Holly Drive Tracy, CA 95304</p>	<p>John Jones Water Treatment Plant 6649 S. Tracy Boulevard Tracy, CA 95377</p>	<p>Water Supply Well Sites Locations Vary (Sodium Hypochlorite Only)</p>
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2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS**A. LIQUID ALUM**

John Jones Water Treatment Plant - Bulk
Supply/Delivery

1. **General**

The liquid alum shall conform to the American Water Works Association's Standard for Liquid Alum, B403-70, or current revision; except as modified or supplemented herein.

2. **Quality**

(A) The liquid alum shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid alum has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

(B) The liquid alum delivered under this agreement shall contain 8.3+0.2 percent

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

at water soluble A1203.

3. **Affidavit of Compliance**

(A) The Contractor shall submit an affidavit of compliance with these specifications for each delivery of liquid alum as delivered to the City's storage tanks.

(B) The affidavit of compliance shall contain:

- Percent by weight of A1203.
- Pounds of dry alum per gallon.

4. **Certified Laboratory Report**

A. A certified laboratory report shall be submitted for the first liquid alum delivery to the City and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following information:

- A1203
- Fe203
- Foreign sulfates
- Excess water soluble A1203
- Suspended matter
- Pounds of dry alum per gallon

B. Charges for the certified laboratory report to meet NSF Standard 60 shall be included in the bid price.

5. **Quantity**

(A) The estimated requirements for liquid alum, as listed on the "Schedule of Prices" will vary with the demands of the City.

(B) The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be delivered.

(C) It is the intent of this agreement to require the Contractor to furnish all the City's liquid alum requirements.

(D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

6. **Delivery**

The Contractor shall make deliveries of liquid alum upon request in single-unit cargo trailers of 4,000 gallon capacity in 4,000 gallon shipments (approximately 30 tons wet weight basis).

7. **Condition of Cargo Trailers**

All cargo trailers and appurtenant valves used for the delivery of the liquid alum, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Material Regulations of the Department of transportation, code of Federal Regulations, as currently issued.

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

8. **Safety Requirement**

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Act, when unloading the liquid alum.

9. **Spillage**

(A) All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of liquid alum.

(B) The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.

(C) Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of \$450.00 or cost plus 15 percent, whichever is greater, and shall be billed to the Contractor.

10. **Placement of Orders**

The City shall notify the Contractor a minimum of forty-eight (48) hours in advance of the requirements for each delivery.

11. **Severance of Agreement**

The City reserves the right to annul agreement with bidder at any time that previously discussed item in bid agreement are not followed.

B. LIQUID CHLORINE

John Jones Water Treatment Plant – Bulk Supply/Delivery to city tank,
Wastewater Treatment Plant – Bulk Supply/Delivery to city tank.

1. **General**

The liquid chlorine shall conform to the American Water Works Association's Standard for Liquid Chlorine, B301-59, or current revision; except as modified or supplemented herein.

Liquid chlorine shall contain 20 ppm or less by weight of nitrogen trichloride as recommended by the Chlorine Institute Pamphlet 152.

2. **Quality**

(A) General:

The liquid chlorine delivered under this agreement shall contain no substance in quantities capable of producing deleterious or injurious effects upon the health of those consuming water to which the liquid chlorine has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

(B) Moisture:

The liquid chlorine delivered shall be dry chlorine with moisture no greater than 150 ppm (0.015 percent) by weight.

(C) Nonvolatile Residue:

The total residue shall not exceed 150 ppm (0.015 percent) by weight in liquid chlorine as package in containers. (Certificate of Analysis)

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

3. **Quantity**

- (A) The estimated requirements for liquid chlorine, as listed on the “Schedule of Prices”, will vary with the demands of the City.
- (B) The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be delivered.
- (C) It is the intent of this agreement to require the Contractor to furnish all the City’s liquid chlorine requirements.
- (D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

4. **Delivery**

Bulk. The contractor shall make bulk deliveries of liquid chlorine within ninety-six (96) hours of request to the City of Tracy. The Contractor shall arrive to make deliveries between the hours of 7:00 a.m. and 10:00 a.m. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the City and an alternate time will be scheduled. The contractor shall make bulk deliveries in single-unit cargo trailers of approximately 30,000 pounds.

All cargo trailers and appurtenant valves used for the delivery of liquid chlorine, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Material regulations of the Department of Transportation, code of Federal Regulations, as currently issued.

5. **Safety**

Contractor (Chemical Supplier) shall send trained personnel, Delivery Drive and offloading assistant, who are trained and proficient in offloading, emergency response and have properly fitted Personal Protective equipment, including self-contained breathing apparatus in case of a leak, as specified in the attached City of Tracy Standard Operating Procedure (SOP).

6. **Severance of Agreement**

The City reserves the right to annul the agreement with the bidder at any time that previously discussed items in the bid agreement are not followed.

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply of Liquid Sulfur Dioxide
by Sierra Chemical Company

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Sierra Chemical Company, a Nevada Corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Provider 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, Provider's Authorized Representative: Ron Espalin. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at the billing rate of \$895/ton for Liquid Sulfur Dioxide. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
4. **Indemnification.** Provider 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 Provider'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; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

- 5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 5.5. **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
- 5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- 5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
- 5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Provider. Upon termination, Provider shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Provider for this Agreement. The City shall pay Provider for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

9. **Miscellaneous.**

- 9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Sierra Chemical Company
2302 Larkin Circle
Sparks, NV 89431

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

- 9.2. **Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Provider's services will be the degree of skill and diligence ordinarily used by

reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.

- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of

and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:

Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications

Provider

Dave Kuzy

By: Dave Kuzy

Title: President & CEO

Date: Aug 24 2016

Federal Employer Tax ID No. 88-0086174

Susan Buchanan

By: Susan Buchanan

Title: Vice President, CFO

Date: August 24, 2016

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

EXHIBIT A

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

**Wastewater
Treatment Plant**
3900 Holly Drive
Tracy, CA 95304

**John Jones Water
Treatment Plant**
6649 S. Tracy Boulevard
Tracy, CA 95377

**Water Supply
Well Sites**
Locations Vary
(Sodium Hypochlorite Only)

2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS

LIQUID SULFUR DIOXIDE

Wastewater Treatment Plant - Bulk Supply/Delivery to City tank.

1. Quantity

(A) The estimated requirements for liquid sulfur dioxide, as listed on the "Request for Bid", will vary with the demands of the City.

(B) The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount, or restrict the maximum amount to be delivered.

(C) It is the intent of this agreement to require the Contractor to furnish all the City's liquid sulfur dioxide requirements.

(D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

**CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17**

2. **Delivery**
The Contractor shall make deliveries of liquid sulfur dioxide upon request in bulk container to the City of Tracy Wastewater Treatment Plant at 3900 Holly Drive, Tracy, California 95304 between the hours of 7:00 a.m. and 10:00 a.m.
3. **Packaging/Transportation**
The Contractor receiving liquid sulfur dioxide from a manufacturer shall take great care in the packaging operation so that there is no addition of moisture or other contaminants which would increase the formation of ferric chloride, or any other deleterious material which can clog valves, evaporators, or sulfonators.
4. **Marking**
The bulk storage container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies concerning the hazardous nature of sulfur dioxide.
5. **Safety**
Contractor (Chemical Supplier) shall send trained personnel, Delivery Drive and offloading assistant, who are trained and proficient in offloading, emergency response and have properly fitted Personal Protective equipment, including self-contained breathing apparatus in case of a leak, as specified in the attached City of Tracy Standard Operating Procedure (SOP).
6. **Placement of Order**
The City shall notify the Contractor a minimum of 72 hours in advance of the requirements for each delivery.
7. **City Contacts**
In the event a problem and/or question arises regarding this agreement, the Contractor shall contact the Wastewater Treatment Plant Operator on duty at (209) 831-4485 or 831-4480.
8. **Severance of Agreement**
The City reserves the right to annul the agreement with the bidder at any time that previously discussed items in the bid agreement are not followed.

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply of Aqua Ammonia
by Hill Brothers Chemical Company

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Hill Brothers Chemical Company, a California Corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Provider 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, Provider's Authorized Representative: John Padilla, Jr. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at a billing rate of \$.1235/lb for Aqua Ammonia. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
4. **Indemnification.** Provider 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 Provider'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; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance.

- 5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 5.5. **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
- 5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- 5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
- 5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

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

8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

9. **Miscellaneous.**

9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Hill Brothers Chemical Company
3000 East Birch Street, # 108
Brea, CA 92821

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

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

- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the

respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:

Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications

Provider

M. Thorne

By: *Matt Thorne*

Title: *Exec. V.P.*

Date: *8/15/2016*

Federal Employer Tax ID No. _____

Adam Hill

By: *Adam Hill*

Title: *Corporate Secretary*

Date: *8/16/2016*

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

**Wastewater
Treatment Plant**
3900 Holly Drive
Tracy, CA 95304

**John Jones Water
Treatment Plant**
6649 S. Tracy Boulevard
Tracy, CA 95377

**Water Supply
Well Sites**
Locations Vary
(Sodium Hypochlorite Only)

2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS

F. AQUA AMMONIA

John Jones Water Treatment Plant - Bulk Supply/Delivery
Wastewater Treatment Plant – Bulk Supply/Delivery

1. **General**

- (A) The aqua ammonia delivered under this agreement shall contain a minimum of 19% ammonia.
- (B) Must meet certification standard NSF60 for direct additives for drinking water.

2. **Quantity**

- (A) The estimated requirements for aqua ammonia, as listed on the "Schedule of Prices", may vary with the demands of the City.
- (B) The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be delivered.

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

- (C) It is the intent of this agreement to require the Contractor to furnish all the City's aqua ammonia requirements.
- (D) Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

3. **Delivery**

The Contractor shall make deliveries upon request in shipments of 3,000 gallons.

4. **Placement of Order**

The City shall notify the Contractor a minimum of four (4) days in advance of the requirements for each delivery.

5. **Severance of Agreement**

The City reserves the right to annul the agreement with the bidder at any time that previously discussed items in the bid agreement are not followed.

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

City of Tracy
GENERAL SERVICES AGREEMENT
Chemical Supply of Liquid Sodium Hypochlorite
by Univar USA, Inc.

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Univar USA, Inc., a Washington Corporation (Provider).

Recitals

- A. The City issued a request for bid for the work defined in the Agreement.
- B. After reviewing all bids submitted in response to the bid request, the City found the Provider to have the Lowest Responsible Bid.

Now therefore, the parties agree as follows:

- 1. **Scope of Services.** Provider 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, Provider's Authorized Representative: Jennifer Perras. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel listed in Exhibit A, nor shall Provider use any subcontractors, without City's prior written consent.
- 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. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Provider shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time 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.
- 3. **Compensation.**
 - 3.1. **General.** For materials provided under this Agreement, City shall pay Provider on a time and expense basis, at the billing rate of \$.909/gal for Liquid Sodium Hypochlorite. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the Not to Exceed amount without City's prior written approval.
 - 3.2. **Invoices.** Provider shall submit invoices to the City describing the services performed, including times and dates of the service.
 - 3.3. **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.
- 4. **Indemnification.** Provider 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 Provider'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; "Provider" means the Provider, 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 in connection therein) 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 contract, and are not limited by the provisions of Section 5 relating to insurance.

5. **Insurance.**

- 5.1. **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 5.5. **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
- 5.6. **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability 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, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- 5.7. **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
- 5.8. **Authorized Insurers.** All insurance companies providing coverage to Provider 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.** Provider 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.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 5.11. **Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

6. **Independent Contractor Status; Conflicts of Interest.** Provider is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider 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. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

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

7. **Termination.** The City may terminate this Agreement by giving ten days written notice to Provider. Upon termination, Provider shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Provider for this Agreement. The City shall pay Provider for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
8. **Ownership of Work.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

9. **Miscellaneous.**

- 9.1. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

City of Tracy
Wastewater Treatment Plant
3900 Holly Drive
Tracy, CA 95304

To Provider:

Univar USA, Inc.
2256 Junction Avenue
San Jose, CA 95131

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

- 9.2. **Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Provider's services will be the degree of skill and diligence ordinarily used by

- reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.
- 9.3. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.4. **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.
- 9.5. **Assignment and Delegation.** Provider 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.
- 9.6. **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.
- 9.7. **Compliance with the Law.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 9.8. **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. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 9.9. **Business License.** Before the City signs this Agreement, Provider shall obtain a City of Tracy Business License.
- 9.10. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. 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.
10. **Warranty Period.** Provider shall warrant the quality of the Work, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Representative to be defective as a result of an obligation of the Provider under this Agreement, the Provider shall be in default.
11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit of

and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Michael Maciel
Title: Mayor

Date: _____

Attest:

Nora Pimentel, City Clerk

Approved as to form:

Bill Sartor, City Attorney

Exhibits:
A. Specifications

Provider

Clay Cassler

By: *Clay Cassler*
Title: *General Manager*

Date: *9/6/16*

Federal Employer Tax ID No. *91-1347935*

Perry Kusakabe

By: Perry Kusakabe

Title: Corporate Secretary

Date: August 22, 2016



**CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17**

1. DELIVERY LOCATIONS

By submitting a bid, Contractor agrees to furnish products at one or more of the following locations:

Wastewater Treatment Plant 3900 Holly Drive Tracy, CA 95304	John Jones Water Treatment Plant 6649 S. Tracy Boulevard Tracy, CA 95377	Water Supply Well Sites Locations Vary (Sodium Hypochlorite Only)
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2. ASSIGNMENT

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.

3. CONTRACT PERIOD

The bid proposal shall cover the City of Tracy's John Jones Water Treatment Plant and Wastewater Treatment Plant requirements for chemicals for the period July 1, 2016 through June 30, 2017.

4. CANCELLATION

The City reserves the right to cancel without prior notice the balance of the contract if the Contractor fails to deliver the product within the time specified.

5. SUBMISSION OF CERTIFICATES

Contractor shall submit the required certificate of insurance and certificate of product prior to award of contract. All products supplies shall be manufactured in the United States of America.

6. CHEMICAL SPECIFICATIONS**12.5% LIQUID SODIUM HYPOCHLORITE**

City ground water production wells – Mini-Bulk Supply/Delivery

1. Quantity

- (A) The estimated requirements for liquid sodium hypochlorite will vary based on seasonal demand.
- (B) A reasonable estimate for liquid sodium hypochlorite would be 5,000 gallons per year to meet the requirements of the City.
- (C) The estimated requirements are given for information only and shall not be deemed to guarantee either a minimum, or restrict the maximum amount to be delivered.
- (D) It is the intent of this agreement to require the contractor to furnish the entire City's requirement for liquid sodium hypochlorite.
- (E) Neither an over run nor an under run, regardless of the extent in the

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

actual quantity delivered compared to the estimated quantity shall entitle the contractor to an adjustment in the unit price nor to any other compensation.

2. **Specification**

- (A) The product must meet ANSI/AWWA B300-92 standards and NSF 60 approval for use in the disinfection of potable water.
- (B) The City will require an affidavit of compliance from the manufacturer or supplier attesting to the conformance of the hypochlorite supplied.

3. **Physical requirements**

- (A) Sodium hypochlorite solution (NaOCl) is a clear light-yellow liquid containing 160 g/l available chlorine.
- (B) Sodium hypochlorite solution shall not contain more than 0.15% insoluble matter by weight.

4. **Impurities**

The hypochlorite supplied under this agreement shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated properly with the hypochlorite.

5. **Rejection**

If the sodium hypochlorite does not meet the specifications for potable water use the City shall provide the supplier a notice of non-conformance within ten working days after receipt of shipment. The City's test results shall prevail unless the supplier notifies the City within five working days after the receipt of the notice of non-conformance. The supplier will be responsible for the cost and removal of any sodium hypochlorite not meeting the requirements of the specifications.

6. **Delivery**

- (A) The City Of Tracy operates 5 active ground water well sites within the Zone 1 pressure grid. Delivery will be made at each well site. The well locations are geographically located along an east to west route with the furthest points being about 4 miles apart. The supplier is required to match the City's 2-inch male cam-lock fill line at each well site location. The supplier must be able to off load the product with a mechanically metered pump and provide documentation showing the actual gallons delivered to each well site.
- (B) The City Of Tracy anticipates orders of sodium hypochlorite in 1000-gallon quantities to be on a weekly basis from May through October and on a bi-monthly basis from November through April.
- (C) Supplier shall contact the City Of Tracy Utilities Division at (209) 831-4480 at least 24 hours prior to delivery. City staff will then be scheduled to assist the delivery person with access to the well sites.

7. **Spillage**

- (A) All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium hypochlorite.
- (B) The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
- (C) Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of \$450.00 or cost plus 15 percent, whichever is greater, and shall be billed to the Contractor.

CHEMICAL SPECIFICATIONS
CITY OF TRACY 2016 – 17

8. **Severance of Agreement**

If, at any time, any of the sodium hypochlorite furnished by the Contractor shall fail to comply with these specifications, or shall fail to be satisfactory for purposes intended, or if, at any time, the Contractor shall fail to ship promptly any required quantities of sodium hypochlorite when ordered by the City, then the contract entered into may be canceled or terminated by the City upon giving thirty days' notice to the Contractor. Said notice will be mailed to the Contractor's place of business or office, and no claim of any kind shall be made against the City by the Contractor by reason of, or on account of, any cancellation of the contract because of such failure by the Contractor.

CITY BUSINESS LICENSE

The contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of any chemicals.

RESOLUTION 2016-_____

AUTHORIZING THE AWARD OF BIDS FOR THE SUPPLY OF CHEMICALS FOR THE TREATMENT OF WATER AND WASTEWATER FOR FISCAL YEAR 2016 – 2017 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS

WHEREAS, The City of Tracy requires various chemicals for the treatment of water and wastewater at the John Jones Water Treatment Plant, Water Productions Wells and the Wastewater Treatment Plant, and

WHEREAS, In April 2016, a request for bids to supply chemicals was posted on the website and bid packages were sent to approximately 20 chemical firms, and

WHEREAS, The City received a total of 14 bid responses and the following chemical companies were the low bidder for each chemical as follows:

CHEMICAL	COMPANY	BID PRICE
Liquid Cationic Polymer	SNF Polydyne	\$0.35/lb
Non-Ionic Liquid Poly-Acrylamide	SNF Polydyne	\$0.87/lb
Blended Liquefied Phosphate	Sterling	\$0.3895/lb
Liquid Alum	Thatcher Company of CA	\$235.5/ton
Liquid Chlorine, Bulk	Thatcher Company of CA	\$570/ton
Liquid Sulfur Dioxide, Bulk	Sierra Chemical Co.	\$ 895/ton
Aqua Ammonia	Hill Bros, Company	\$0.1235/lb
Sodium Hypochlorite	Univar, USA Inc.	\$0.909/gal

WHEREAS, The low bids identified above are responsible bids and comply with City specifications, and

WHEREAS, Funding is available in the FY 2016-17 budget for the purchase of chemicals and it is anticipated that the annual cost for chemicals will be approximately \$492,900;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council authorizes the award of bids for the supply of chemicals for the treatment of water and wastewater for fiscal year 2016 – 2017 from the companies listed above and authorize the Mayor to execute the agreements.

The foregoing Resolution 2016-_____ was adopted by Tracy City Council on the 4th day of October, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

APPROVAL OF A LEASE AGREEMENT WITH TRACY RENEWABLE ENERGY FOR THE STORAGE OF MATERIALS FOR THE PROPOSED DESALINATION PLANT TO TREAT WASTEWATER EFFLUENT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Tracy Renewable Energy (TRE) has been working with the City for the last several years to fund, design and construct a desalination plant to treat wastewater effluent. A similar plant was successfully constructed by the proponents of this project for Musco Olive located west of I-580 near Patterson Pass Business Park. The process for wastewater effluent treatment involves use of sugar beets and the bi-product produces ethanol which will be owned and sold by the proponent. Salt will be reduced in the wastewater effluent in this process.

TRE has received air quality approvals and is working with potential funding investors to raise capital for this project. TRE has requested that the City lease a City owned 40 acre property north of the existing Waste Water Treatment Plant and west of Holly Drive for future storage of the materials which will be used in the desalination process. TRE will use this lease as a good faith effort from the City to demonstrate to its partners and financiers that the project is moving ahead and ready for construction

DISCUSSION

In order to reduce salinity in the City's wastewater effluent, the City has been looking into various cost effective options for the past several years and has been working with Tracy Renewable Energy (TRE) toward achieving this goal. TRE will design, construct and fund this project and the City will lease the City owned property to TRE for construction of the plant and storage of materials.

This agenda item is related to the lease of the City owned 40 acre property for storage and handling of materials for use in the Desalination Plant. TRE has requested that the City grant this lease now, to enable TRE to get funding commitments for this project from its partners and private financiers.

The lease agreement allows TRE to store the materials on site. The type of materials to be stored will require the City's approval. The site will be inspected by the City once every six months. TRE will comply with all local, state and federal requirements and carry the required insurance at all times.

The agreement allows the City the control of the property and disallows any misuse or non-compliance. TRE will pay monthly lease payments of \$4,000 to the City during the term of this agreement.

STRATEGIC PLAN

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

FISCAL IMPACT

This lease agreement has no impact to the General Fund. The monthly rent received from the lease will go to the Wastewater Enterprise Fund, which purchased the leased property.

RECOMMENDATION

It is recommended that the City Council approve, by resolution, a lease agreement with Tracy Renewable Energy for the storage of materials for the proposed Desalination Plant to treat Wastewater Effluent and authorize the Mayor to execute the Agreement.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT:

Attachment A: TRE Lease Agreement

LEASE AGREEMENT

This LEASE AGREEMENT (Agreement) is entered into between the CITY OF TRACY, a municipal corporation (City), and TRACY RENEWABLE ENERGY, LLC (Lessee).

RECITALS

- A. City owns approximately 1,197 acres of land located north of the City of Tracy, commonly known as the former Holly Sugar property, a portion of which is currently unused.
- B. Lessee has been working with City for the past several years to construct desalination and green energy project to reduce salinity of the City's treated wastewater effluent.
- C. Lessee will use a process to generate heat source from the sugar beets and other natural agricultural products to heat the wastewater effluent and separate the salts and water.
- D. In order to store the beets and the agricultural products, Lessee wishes to lease a portion of the former Holly Sugar property.
- E. Lessee intends to enter in to lease agreement with the City for approximately 40 acres of land (Exhibit A) presently used by Agra Trading to store the beets and agricultural products.
- F. The City's existing lease of the 40 acre property with Agra Trading expired March 31, 2016 and this is an appropriate time to lease the property to the Lessee.
- G. The City wants to enter in to lease agreement bounded by certain restrictions and performance standards on the 40 acre property as a good faith effort to work with the Lessee towards completion of the Desalination project.

NOW THEREFORE, THE PARTIES AGREE as follows:

1. PROPERTY

City hereby leases to Lessee, and Lessee hereby leases from City, an area of land comprised of roughly forty acres identified as the southerly paved drying bed located on the land commonly known as the former Holly Sugar Property, such bed being located off Tracy Boulevard, in the County of San Joaquin, State of California, and as further shown in more particular detail on Exhibit "A" attached (the Property).

2. TERM

This Agreement begins on _____, 2016, and runs through December 30, 2018, unless terminated by either City or Lessee. City or Lessee may terminate this Agreement by giving written notice to the other, six months in advance of the termination date. If this Agreement is terminated by either City or Lessee, Lessee must remove all of the stored materials and clean the Property within six months of the written notice. Subject to terms agreeable to City and Lessee, this Agreement will be extended for up to a 34 year term if Lessee substantially completes construction of the desalination plant by the end of December 30, 2018. If the substantial completion of the Desalination project is delayed due to reasons beyond the Lessee's control, City may extend the Lease at its sole discretion

The Lessee may sublease the Property for the duration of this Agreement; provided, however, that Lessee must remain primarily responsible for upkeep of the Property, pay rent and satisfy all terms of this Agreement.

- a) No new products are allowed to be received/stored at the Property during the first term of the agreement ending December 30, 2018 unless the materials will be used in the digester in the Desalination plant and approved in writing by the City.
- b) The existing material that does not meet the above criteria must be removed from the Property by December 30, 2017. Until the existing material has been completely removed, Lessee will provide a written report to the City once each quarter of the calendar year identifying how much stored material has been removed from the Property and how much material is remaining. The report must include the type and quantity of each material stored along with its location on the Property.
- c) The Property must be kept safe and accessible as approved by the City during all times.
- d) The Property must not become a source of odor from the existing materials or the new materials stored for use in the Desalination Plant.
- e) Any material causing a public nuisance in the reasonable opinion of the City Manager must be removed from the Property within 30 days notice from the City.
- f) The City Fire Department will inspect the Property every three months or earlier on as needed basis and will make fire hazard and safety assessments with required mitigations. Lessee will comply with the Fire Department requirements within one week of receipt of notice of such requirements. The fully loaded cost of the Fire Inspectors (hourly wages plus overhead) and reports shall be paid by Lessee within 30 days after the City invoices Lessee for same.
- g) Lessee will monitor the temperature each material pile daily, and report the results to the Tracy Fire Department within 24 hours.
- h) If a fire occurs on the property, the Lessee is responsible for the costs of City Fire Department resources (personnel costs at hourly rate plus overhead) and water costs. The City may require use of a water meter for all water used by Lessee to extinguish the fire. Lessee agrees to pay City within 30 days after the City invoice is sent.

3. LESSEE PAYMENTS

Lessee agrees to pay City a fixed rate lump sum in the amount of four thousand dollars (\$4,000) per month until all existing materials are removed from the Property. After all existing materials are removed from the Property, the rent will be five hundred dollars (\$500) per month. Upon materials for the Desalination Plant being stored on the Property, the rent shall again be four thousand dollars (\$4,000) per month.

3.1 Payment shall be sent to:

City of Tracy
 Utilities Department
 3900 Holly Drive
 Tracy, CA 95376

4. USE

Lessee agrees to prepare and use the Property for the following uses all at Lessee's own cost and expense:

- 4.1 Use of the Property shall conform to all applicable rules and regulations governing the property, including, but not limited to, local zoning, building and fire codes.
- 4.2 Lessee is responsible for safely securing all property and equipment and for safely storing all materials in accordance with State and local laws.

- 4.3 Lessee shall keep the Property free and clear of all rubbish, trash and weeds.
- 4.4 Upon termination of its tenancy, unless otherwise authorized in writing at the sole option of and by City, Lessee shall return the Property to the same, or substantially similar, condition as exists on the commencement date of this lease.
- 4.5 Lessee and its employees, agents or invitees shall only access the Property from the driveway and gate on Tracy Boulevard.
- 4.6 Lessee's use of the property shall not result in a public nuisance.
- 4.7 After extension of the lease agreement beyond December 30, 2017, as stipulated in Section 2 of this Agreement, the materials temporarily stored on Property will be the materials for use in the Desalination process only. All processing of such materials must be done using an enclosed process without causing any odor issues. Any material causing a public nuisance, including odor, must be removed from the Property within two weeks of notice from the City.

5. ACCEPTANCE AND MAINTENANCE OF PROPERTY

Lessee further agrees that:

- 5.1 Lessee shall accept the Property in its present condition without any liability or obligation on the part of City to remove any material, make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Property.
- 5.2 Lessee is liable for any and all damage to the Property caused by the Lessee, its employees, agents, sub-lessees, or invitees.

6. ALTERATIONS AND MODIFICATIONS

Lessee covenants and agrees not to install any fixtures or make any alterations, additions, erecting of structures or improvements to the Property without the prior written approval of City. All fixtures installed or additions and improvements made to the Property shall become City's property and shall remain on the Property at the termination of this Agreement, however it is terminated, without compensation or payment to Lessee.

7. ASSIGNMENT

Lessee may not assign this Lease without City's prior written consent.

8. REGULATIONS

Lessee's use of the Property shall comply with all Federal, State and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the use of the Property.

9. HOLD HARMLESS

Lessee shall defend, indemnify, and hold the City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of the City.

10. TAXES

Lessee shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on Lessee's interest in the

leased Property. This provision constitutes written notice to Lessee pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by the City.

11. ENTRY AND INSPECTION

City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements, (c) to supply necessary services, (d) when City reasonably believes that the Lessee has abandoned or surrendered the Property, (e) to inspect the Property for Lease compliance, (f) pursuant to court order, (g) for necessary tests or surveying, (h) installation of irrigation facilities adjacent to the Property. When entering the Property, City shall take care to minimize disruption to Lessee's operations. City agrees to provide appropriate notification to Lessee of any approved entries to Property that City has given to any third party.

12. DEFAULT

If Lessee defaults on the payment of any installment or rent or for any amount owed to City, or defaults on the performance of any covenants or conditions of this Agreement, City may at any time while any default exists, serve on Lessee a three-day notice in writing to cure the default or quit the property. If Lessee fails to do either, City may bring a statutory proceeding in unlawful detainer to regain possession of the Property.

The occurrence of any of the following events shall constitute a default by Lessee:

12.1 Failure to pay rent when due.

12.2 Failure to perform any other provision of this Agreement, if the failure to perform is not cured within three days after written notice thereof is given by City to Lessee; if the failure to perform cannot reasonably be cured within three days Lessee shall not be in default if Lessee commences to cure the default within the three day period and diligently continues to cure the default.

13. INSURANCE

Lessee shall procure and maintain, for the duration of the Agreement, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased Property. The cost of such insurance shall be borne by the Lessee.

13.1 Coverage shall be at least as broad as:

General Liability insurance coverage on a per occurrence basis which insures against all liability of City and its agents arising out of and in connection with Lessee's use of the property.

13.2 Lessee shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury or property damage. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

13.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials,

employees or volunteers.

13.4 Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to City.

13.5 Lessee shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

13.5.3 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

13.5.4 Lessee shall furnish City with certificates and endorsements affecting coverage required under this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by City before this Lease commences.

14. WAIVER

The waiver by either party of any provision or condition of this Agreement shall not be construed to be a waiver of any other provision or condition of this Agreement and shall not preclude the other party from demanding performance in accord with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both City and Lessee.

15. FORCE MAJEURE

Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor Lessee shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire, earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement.

16. RELATIONSHIP OF PARTIES

The relationship between City and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of Lessee or its agents.

17. SEVERABILITY

The unenforceability, invalidity, or illegality of any of provision herein shall not render the other provisions unenforceable, invalid, or illegal.

18. RECORDATION

Pursuant to Government Code §37393, this Agreement or a Memorandum of Lease shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

19. NOTICES

All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

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

Lessee:
Tracy Renewable Energy, LLC
Frank Schubert
P O Box 583
Tracy, CA 95378

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

20. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Lessee and City. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written:

CITY OF TRACY

By: _____
Michael Maciel
Mayor
Date: _____


Attest: _____
City Clerk

Approved as to Form:

City Attorney
Date: _____

Exhibit A: Property description

LESSEE

By: 
Title: President

Date: 9/23/2016

By: _____

Title: _____

Date: _____

RESOLUTION 2016-_____

APPROVING A LEASE AGREEMENT WITH TRACY RENEWABLE ENERGY FOR THE STORAGE OF MATERIALS FOR THE PROPOSED DESALINATION PLANT TO TREAT WASTEWATER EFFLUENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City has been looking into various cost effective options to reduce salinity in the City's Wastewater Effluent for the past several years and has been working with TRE toward achieving this goal, and

WHEREAS, Tracy Renewable Energy (TRE) has been working with the City to fund, design and construct a desalination plant to treat wastewater effluent, and

WHEREAS, TRE will design, construct and fund this project and the City will lease the City owned property to TRE for construction of the plant and storage of materials, and

WHEREAS, The lease agreement allows TRE to store the materials on site and the type of materials to be stored will require the City's approval, and

WHEREAS, TRE will pay monthly lease payments to the City during the use of the property;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council, approves a lease agreement with Tracy Renewable Energy for the storage of materials for the proposed Desalination Plant to Treat Wastewater Effluent and authorizes the Mayor to execute the Agreement.

* * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 4th day of October, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

AUTHORIZE AN APPROPRIATION OF \$321,000 FROM THE GENERAL FUND TO NEW CIP 78162 FOR THE DESIGN, PURCHASE AND INSTALLATION OF A WATER RECIRCULATION SYSTEM FOR THE SPLASH PAD AT MCDONALD PARK

EXECUTIVE SUMMARY

In 2014, several improvements were made to McDonald Park. Among these improvements was the addition of a recreational splash pad for public use. State mandated water restrictions in place in recent years precluded the activation of this amenity. Staff is requesting the allocation of \$321,000 for the design, purchase and installation of a water recirculation system for the splash pad in order to provide a useable recreational outlet while conserving precious natural resources.

DISCUSSION

In 2014, a number of amenities and improvements were added to McDonald Park. These included a new restroom building and shade structure, as well as the resurfacing of the handball and basketball courts. Also among the improvements was a small splash pad for recreational use by the public. Due to limited funding, the recirculation system for that splash pad was not installed. State mandated water restrictions subsequently prevented the splash pad from being activated at the time.

In order to make the splash pad operational, the recirculation system would need to be designed, purchased and installed. It is estimated that the recirculation system would cost approximately \$321,000. This cost is higher than the additive-alternate cost of \$157,500 provided during the initial bidding for construction at the site. This increase of approximately \$163,500 is due largely to the added design and bidding services required, contractor re-mobilization costs and a loss in economy of scale that typically are seen when portions of larger projects are phased in over time. This particular additive item was part of an overall \$921,060.00 project that also included a new restroom building and basketball court at El Pescadero Park as well as the improvements to McDonald Park.

The current cost estimate for this project includes the following:

- Construction contract costs (equipment, materials, labor, etc.) - \$250,000
- Design and construction support - \$25,000
- Construction inspection - \$12,000
- County health permit - \$5,000 (estimated)
- Project contingency of 10% - \$29,000
- TOTAL ESTMATED PROJECT COST - \$321,000

Should funding for the project be allocated, staff estimates 8 to 12 months to complete the project. This timeline takes into consideration the numerous other capital projects currently in the planning stage or awaiting completion.

STRATEGIC PLAN

The agenda item would meet the City Council Strategic Priority of Quality of Life by enhancing a City amenity.

FISCAL IMPACT

This capital improvement project is not budgeted for FY16/17 and will require an appropriation of \$321,000 from the General Fund to CIP 78162. An appropriation of \$321,000 from the General Fund to new CIP 78162 is proposed.

RECOMMENDATION

That City Council authorize, by resolution, an appropriation of \$321,000 from the General Fund to CIP 78162 for the design, purchase and installation of a water recirculation system for the splash pad at McDonald Park.

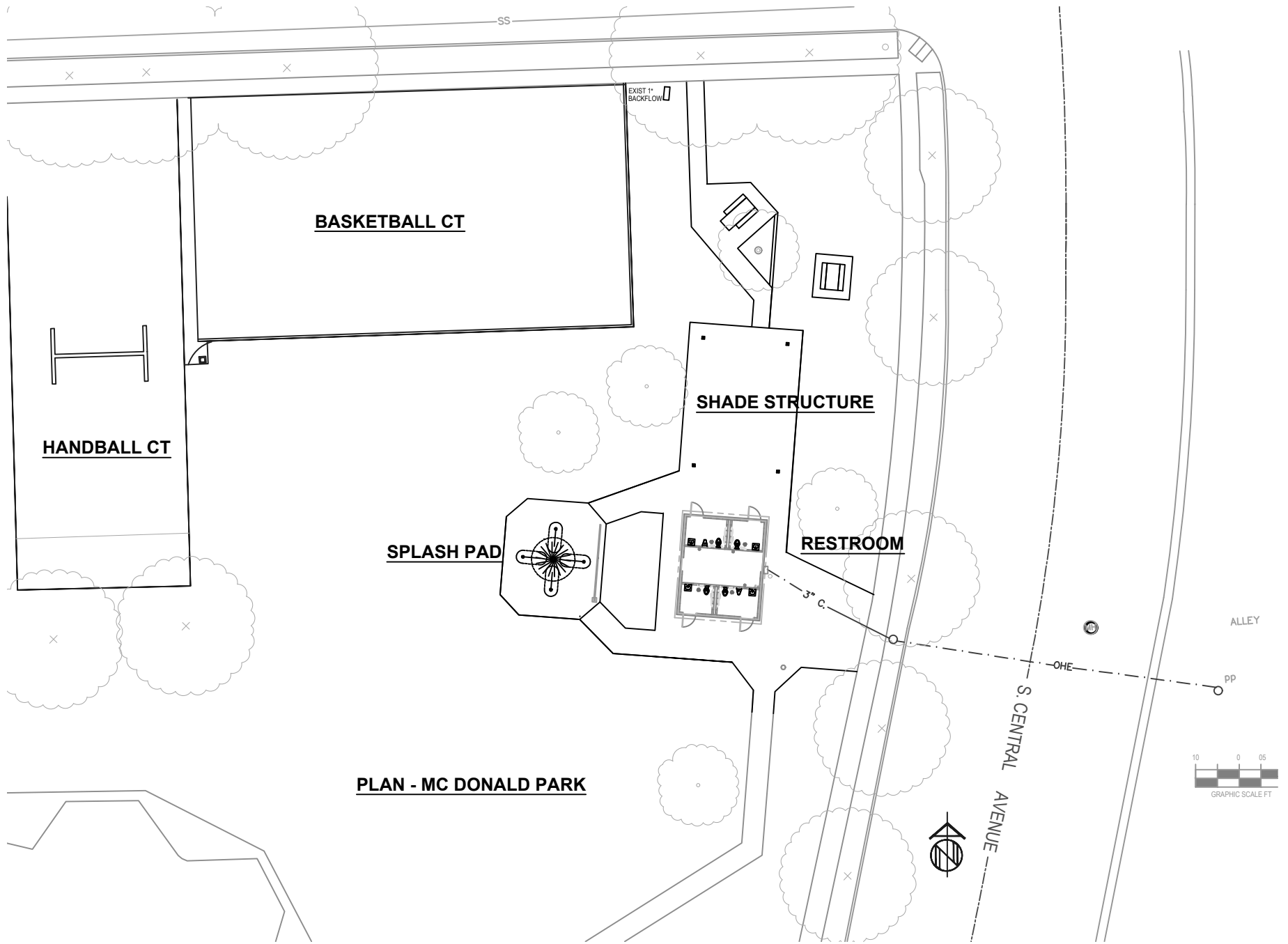
Prepared by: André Pichly, Parks & Recreation Director
Don Scholl, Public Works Director

Reviewed by: Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Attachment A: Location Map



RESOLUTION 2016-_____

AUTHORIZING AN APPROPRIATION OF \$321,000 FROM THE GENERAL FUND TO NEW CIP 78162 FOR THE DESIGN, PURCHASE AND INSTALLATION OF A WATER RECIRCULATION SYSTEM FOR THE SPLASH PAD AT MCDONALD PARK

WHEREAS, In 2014, a number of amenities and improvements were added to McDonald Park, and

WHEREAS, Among the improvements was a small splash pad for recreational use by the public. Due to limited funding, the recirculation system for that splash pad was not installed, and

WHEREAS, In order to make the splash pad operational, the recirculation system would need to be designed, purchased and installed, and

WHEREAS, It is estimated that the recirculation system would cost approximately \$321,000, and

WHEREAS, Funds from the City's Reserves would contribute toward this project in the amount of \$321,000;

NOW, THEREFORE, BE IT RESOLVED, That City Council allocates \$321,000 from the General Fund to new CIP 78162 for the design, purchase and installation of a recirculation system for the existing splash pad at McDonald Park.

The foregoing Resolution 2016-_____ was adopted by Tracy City Council on the 4th day of October 2016, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

CITY CLERK

AGENDA ITEM 1.H

REQUEST

RESPONSE FROM COMMISSIONS REGARDING OFFER BY CITY COUNCIL TO PRESENT A COMMISSION ANNUAL REPORT TO CITY COUNCIL EACH YEAR

EXECUTIVE SUMMARY

This report is to inform the City Council that the Transportation Commission voted to accept the invitation by City Council to provide an annual report to City Council. The Parks & Community Services Commission and Tracy Arts Commission have both voted to decline the invitation to present an annual report to City Council.

DISCUSSION

On July 5, 2016, the City Council heard a staff report updating them on the role and responsibilities of City Commissions. Those commissions include the Planning Commission, Measure E Residents' Oversight Committee, Parks & Community Services Commission, Transportation Advisory Commission, Youth Advisory Commission, and Tracy Arts Commission. After some discussion about the report, Council decided that each commission that does not already present an annual report to Council should have the option to present annually to the Council if there is agreement by that commission to do so. Those commissions that currently do not provide an annual report include the Parks & Community Services Commission, The Tracy Arts Commission, and the Transportation Commission.

During each of the aforementioned commission's respective meetings, the commissioners were asked to discuss the merits of preparing an annual report that they would present to City Council.

On August 9, 2016, the Tracy Arts Commission voted to decline the offer to prepare an annual report for the City Council.

On September 1, 2016, the Parks & Community Services Commission voted to decline the offer to prepare an annual report for the City Council.

The two commissions that declined the offer stated that they believe the communication between their commission and the City Council was sufficient and effective and did not warrant the need for an annual report.

On August 11, 2016, the Transportation Commission voted to accept the offer to give an annual report to City Council and have elected to do so in September of each year.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact as a result of this agenda item.

RECOMMENDATION

Staff recommends that the City Council receive the report.

Prepared by: André Pichly, Parks & Recreation Director
Kim Scarlata, Recreation Division Manager II
Ed Lovell, Management Analyst II

Reviewed by: Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

AGENDA ITEM 1.I

REQUEST

ACCEPTANCE OF THE TRAFFIC SIGNAL AT VALPICO ROAD AND SYCAMORE PARKWAY, CIP 72082, FEDERAL PROJECT NO. CML 5192 (040), COMPLETED BY ST. FRANCIS ELECTRIC, LLC OF SAN LEANDRO, CALIFORNIA, AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZATION FOR THE CITY TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

St. Francis Electric, LLC of San Leandro, California, has completed the installation of the Traffic Signal at Valpico Road and Sycamore Parkway - CIP 72082, Federal Project No. CML 5192 (040), and the project's costs are within the available budget. Staff recommends Council accept the project to enable the City Engineer to release the contractor's bonds and retention.

DISCUSSION

On October 20, 2015, City Council awarded a construction contract to St. Francis Electric, LLC of San Leandro, California, in the amount of \$366,700 for installation of a Traffic Signal at Valpico Road and Sycamore Parkway - CIP 72082, Federal Project No. CML 5192 (040).

The scope of work for this project involved installation of a traffic signal at Valpico Road and Sycamore Parkway. The new traffic signal will be a fully actuated pedestrian and vehicular traffic signal.

No change orders were issued.

Project costs are as follows:

A. Construction Contract Amount	\$ 366,960
B. Change Orders	\$ 0
C. Design, Construction Management, Inspection, Testing & Miscellaneous Expenses	\$ 16,734
D. Project Management Charges	\$ 17,087
Total Project Costs	\$ 400,781
Budgeted Amount	\$ 449,959

The project has been completed within the available budget, on schedule, per plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

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

FISCAL IMPACT

CIP 72082 is an approved Capital Improvement Project with sufficient funding. There will be no fiscal impact to the General Fund. Remaining funds in the amount of \$49,178 will be transferred back into the ISP South Fund F354.

RECOMMENDATION

That City Council, by resolution, accept the installation of the Traffic Signal at Valpico Road and Sycamore Parkway - CIP 72082, Federal Project No. CML 5192 (040), completed by St. Francis Electric, LLC of San Leandro, California, and authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder and authorize the City Engineer to release the bonds and retention payment.

Prepared by: Paul Verma, Senior Civil Engineer
Ripon Bhatia, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer
Andrew Malik, Development Services Director
Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

ACCEPTING THE TRAFFIC SIGNAL AT VALPICO ROAD AND SYCAMORE PARKWAY, CIP 72082, FEDERAL PROJECT NO. CML 5192 (040), COMPLETED BY ST. FRANCIS ELECTRIC, LLC OF SAN LEANDRO, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY TO RELEASE THE BONDS AND RETENTION

WHEREAS, On October 20, 2015, City Council awarded a construction contract to St. Francis Electric, LLC of San Leandro, California, in the amount of \$366,700 for installation of a Traffic Signal at Valpico Road and Sycamore Parkway - CIP 72082, Federal Project No. CML 5192 (040), and

WHEREAS, The Contractor has completed installation of the traffic signal at Valpico Road and Sycamore Parkway - CIP 72082, and the project's costs are within the available budget, and

WHEREAS, No change orders were issued, and

WHEREAS, The status of budget and project costs are as follows:

A. Construction Contract Amount	\$ 366,960
B. Change Orders	\$ 0
C. Design, Construction Management, Inspection, Testing & Miscellaneous Expenses	\$ 16,734
D. Project Management Charges	\$ 17,087
 Total Project Costs	 \$ 400,781
 Budgeted Amount	 \$ 449,959

WHEREAS, The project has been completed within the available budget, on schedule, per plans, specifications, and City of Tracy standards, and

WHEREAS, CIP 72082 is an approved Capital Improvement Project with sufficient funding. There will be no fiscal impact to the General Fund. Remaining funds in the amount of \$49,178 will be transferred back into the ISP South Fund F354;

NOW, THEREFORE, BE IT RESOLVED, That City Council accepts the installation of the traffic signal at Valpico Road and Sycamore Parkway - CIP 72082, Federal Project No. CML 5192 (040), completed by St. Francis Electric, LLC of San Leandro, California and authorizes the City Clerk to file the Notice of Completion with the San Joaquin County Recorder and authorizes the City Engineer to release the bonds and retention payment.

* * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 4th day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

APPROVAL AND ADOPTION OF AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION, AND MITIGATION MONITORING OR REPORTING PROGRAM FOR THE CORRAL HOLLOW ROAD UTILITY IMPROVEMENTS PROJECT

EXECUTIVE SUMMARY

City staff requests that the City Council approve and adopt the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project (“Project”).

DISCUSSION

On April 5, 2016, the Tracy City Council adopted the Tracy Hills Specific Plan and approved related land use entitlements, including a Small-Lot Vesting Tentative Subdivision Map processed under Application Number TSM13-0005 and approved by Resolution 2016-066 (Vesting Tentative Subdivision Map).

The Conditions of Approval for the Vesting Tentative Subdivision Map require the developers, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC (together, the “Developer”), to design and construct certain on-site and off-site improvements pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

The Project consists of the following off-site improvements which are identified in Conditions of Approval:

- New potable water conveyance facilities
- New wastewater conveyance facilities
- Upgrades to the existing Corral Hollow trunk sewer
- New PG&E gas line crossing of the California Aqueduct

Given that implementation of the Project may cause impacts to the environment, the City prepared an Initial Study and a Mitigated Negative Declaration (“IS/MND”) pursuant to section 15070 of Title 14 of the California Code of Regulations (“CEQA Guidelines”).

The IS/MND evaluated the environmental impacts for all components of the Project. The IS/MND evaluated impacts to factors such as biological resources, transportation and traffic, hazards and hazardous materials, geology and soils, hydrology and water quality, noise, and air quality. The IS/MND identified various potentially significant environmental impacts; however, mitigation measures were identified for each of those impacts that would, upon implementation, reduce the impacts to less than significant levels.

The City’s engineering consultant also prepared a Mitigated Monitoring or Reporting Program (“MMRP”) pursuant to Public Resources Code section 21081.6 and the CEQA Guidelines to ensure compliance with the IS/MND’s identified mitigation measures

during implementation of the Project. Attachment A is the environmental documentation, which includes redlines indicating changes to the document based on comments received from reviewing agencies.

Two separate Off-Site Improvement Agreements are also before the City Council tonight, which provide for Developer's construction of certain components of the Project, and Developer has provided the City with adequate security to ensure completion of improvements described in those Agreements. Additional Off-Site Improvement Agreements providing for Developer's construction of other components of the Project are expected to be brought to Council in the future.

FISCAL IMPACT

Approval and adoption of the IS/MND and MMRP will not cause an impact to the General Fund.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

RECOMMENDATION

That City Council, by resolution, approves and adopts the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project.

Prepared by: Criseldo Mina, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer
Andrew Malik, Development Services Director
Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Initial Study and Mitigated Negative Declaration
Attachment B – Mitigation Monitoring or Reporting Program
Attachment C – Corral Hollow Road Utility Notice of Determination (NOD)

**FINAL
INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION**

**CITY OF TRACY
Corral Hollow Road Utility
Improvements Project**

LEAD AGENCY:

CITY OF TRACY
Department of Development and Engineering Services,
Engineering Division
333 Civic Center Drive
Tracy, CA 95376

CH2M HILL
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

SCN: 2016032052
August 2016

CH2MHILL®

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ACRONYMS AND ABBREVIATIONS

$\mu\text{g}/\text{m}^3$	micrograms per cubic meter
AB	Assembly Bill
ADT	average daily trip
ALUCP	2013 San Joaquin Airport Land Use Compatibility Plan
APE	area of potential effects
BMP	best management practice
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CAPCOA	California Air Pollution Control Officers Association
ARB	California Air Resources Board
CEQA	California Environmental Quality Act
CFR	<i>Code of Federal Regulations</i>
CH ₄	methane
City	City of Tracy
CO	carbon monoxide
CO ₂	carbon dioxide
CO _{2e}	carbon dioxide equivalent
dBA	decibel (A-weighted scale)
DMC	Delta-Mendota Canal
DTSC	California Department of Toxic Substances Control
EPA	U.S. Environmental Protection Agency
FMPP	Farmland Mapping and Monitoring Program
General Plan EIR	Environmental Impact Report certified by the City of Tracy in 2011
GHG	greenhouse gas
HDD	horizontal directional drilling
HFC	hydrofluorocarbon
I-580	Interstate 580
IS	Initial Study
IS/MND	Initial Study/Mitigated Negative Declaration
LOS	level of service
mgd	million gallons per day
mm\yr	millimeter per year
MUTCD	<i>Manual of Uniform Traffic Control Devices</i>
NAAQS	National Ambient Air Quality Standards
N ₂ O	nitrous oxide
NO ₂	nitrogen dioxide
NOA	naturally occurring asbestos
NO _x	nitrogen oxide
O&M	operations and maintenance
O ₃	ozone
PFC	perfluorocarbon
PG&E	Pacific Gas and Electric Company

PM _{2.5}	particulate matter less than 2.5 micrometers in aerodynamic diameter
PM ₁₀	particulate matter less than 10 micrometers in aerodynamic diameter
proposed project	City of Tracy Corral Hollow Road Utility Improvements Project
ROG	reactive organic gas
ROW	right-of-way
SAP	sustainability action plan
Scoping Plan	Climate Change Scoping Plan
SF ₆	sulfur hexafluoride
SJCOG	San Joaquin Council of Government
SJMSCP	San Joaquin County Multi-Species Habitat Conservation and Open Space Plan
SJVAB	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SO ₂	sulfur dioxide
SOI	sphere of influence
SWPPP	stormwater pollution prevention plan
TCP	traffic control plan
THSP EIR	Tracy Hills Specific Plan Environmental Impact Report
THSP DSEIR	Tracy Hills Specific Plan Draft Subsequent Environmental Impact Report
THSP FSEIR	Tracy Hills Specific Plan Final Subsequent Environmental Impact Report
THSP	Tracy Hills Specific Plan
UBC	Uniform Building Code
UMP	Urban Management Plan/General Plan
Update	First Update to the Climate Change Scoping Plan
UPRR	Union Pacific Railroad
USGS	U.S. Geological Survey
WSMP	Water Systems Master Plan
WWMP	Wastewater Master Plan

1.0 PROJECT INFORMATION

Project Title:

City of Tracy Corral Hollow Road Utility Improvements Project (proposed project)

Lead Agency Name and Address:

City of Tracy (City)
Department of Development and Engineering Services
333 Civic Center Drive
Tracy, CA 95376

Contact Person and Phone Number:

Robert Armijo, PE
City Engineer, City of Tracy
333 Civic Center Drive, Tracy, CA 95376
Phone: 209-831-6424

Project Location:

The Proposed project is proposed within the City of Tracy in San Joaquin, California (see Figure 1), with some portions occurring within the county of San Joaquin. Refer to Section 3, Project Description, for specific project location details.

General Plan Designation:

General Plan land use designations within the proposed project area include a mixture of residential, industrial, office, commercial, public facility use, and urban reserve.

Zoning Classifications:

Zoning classifications within the proposed project area include a mixture of residential, industrial, and general highway commercial. Designated areas, including the Tracy Hills Specific Plan (THSP) and Ellis Specific Plan, also occur adjacent to the proposed project alignment.

Description of the Project:

The proposed project includes new water and wastewater conveyance facilities within the City and adjacent county sphere of influence (SOI) area. Refer to Section 3, Project Description, for a complete description of the proposed project.

Surrounding Land Uses and Setting:

The majority of the land use surrounding the proposed project is residential and commercial, with some undeveloped and farmland parcels lying adjacent to the alignment of the proposed project. Some portions of the proposed project will be in currently undeveloped areas, identified for development in the THSP.



VICINITY



LOCATION

FIGURE 1
Location Map
*City of Tracy Corral Hollow Road
Utility Improvements Project*

2.0 INTRODUCTION AND PROJECT BACKGROUND

The City is projecting continued residential and nonresidential growth within the City limits and SOI.¹ In response to this anticipated growth, the City routinely evaluates necessary infrastructure needs to provide public utilities to new development as part of the City's planning processes. The Corral Hollow Road Utility Improvements Project (proposed project) will include new water and wastewater conveyance facilities to assist in meeting specific infrastructure needs identified in the City's water and wastewater master plans as well as the THSP, as discussed below. The City has determined the proposed project is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study (IS) has been prepared to address potential impacts associated with the proposed project, as described below. This IS addresses the direct, indirect, and cumulative environmental effects associated with implementation of the proposed project.

2.1 RELATIONSHIP OF THE PROJECT TO FACILITIES EVALUATED IN EXISTING GENERAL, MASTER, AND SPECIFIC PLANS

In 2011, the City certified an Environmental Impact Report (General Plan EIR) that analyzed the potential impacts resulting from the implementation of the revised General Plan. The 2011 General Plan was prepared to provide a framework for addressing anticipated growth through the year 2025. The General Plan addresses growth both within the City boundary and the SOI. The City's General Plan projects that by the year 2025, population will increase from current levels (84,669 according to the U.S. Census Bureau 2012 estimate [U.S. Census Bureau, 2013]) to approximately 109,000. To accommodate this anticipated growth, the General Plan acknowledges new development needs within existing planning areas, as well as several future development areas, including the Tracy Hills area. In addition to the General Plan, the City developed several other planning documents to assist in the planning and design of necessary infrastructure improvements to provide utility service for anticipated growth. These documents identified the need for a variety of facility improvements at a program level that are required to provide utility service for anticipated growth. Those planning documents relevant to the proposed project and this IS are summarized below.

¹ The State of California encourages cities to look beyond their borders when preparing a General Plan. For this reason, the General Plan assesses two delineated areas known as the SOI and the Planning Area, both of which are larger than the City limits. The SOI is the area outside of the City limits that the City expects to annex and urbanize in the future. It is the expected physical limit of the City based on the most current information.

2.1.1 Tracy Hills Specific Plan and Environmental Impact Report (SCH #95122045)/Tracy Hills Draft Subsequent Environmental Impact Report (SCH # 2013102053)/Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report (SCH #2013102053)/Tracy Hills Specific Plan Final Subsequent Environmental Impact Report

The proposed Tracy Hills development is located in the southwest portion of the City. The area was initially evaluated in the City's Urban Management Plan/General Plan (UMP) as one of six urban centers. The THSP was subsequently developed and approved by the City Council, and the area was annexed to the City in 1998. The area and proposed development identified in the THSP was evaluated in the Tracy Hills Specific Plan Environmental Impact Report (THSP EIR) that supported the THSP, including corresponding amendments to the City's General Plan and Zoning Ordinance. The original 1998 THSP area included 6,175 acres, of which approximately 3,552 acres were designated to remain in conservation open space and were not annexed into the City. The 1998 THSP provided for development of 5,499 residential units in a mix of low-, medium-, and high-density neighborhoods, and over 5 million square feet of nonresidential land uses including office, commercial, and light industrial uses, in addition to parks, schools, a golf course, and additional open space (City, 1998 [refer to Table 1, Adopted (1998) Specific Plan Area Land Use Distribution]).

Development within the THSP area is intended to be implemented in phases. The first phase of development (Phase 1) has been identified as the area bordered by the Union Pacific Railroad (UPRR) right-of-way (ROW) to the northwest, the California Aqueduct to the north, Corral Hollow Road to the southeast, and Interstate 580 (I-580) to the south. Subsequent phases of development within the THSP area have not been defined at this time. The proposed project would assist in meeting the water and wastewater infrastructure needs required to accommodate Phase 1 development. The facilities necessary to accommodate the Tracy Hills development are discussed in Sections 3.1.1 through 3.1.5.

Land use changes to the THSP Phase 1 area have been proposed and were evaluated in a Draft Subsequent Environmental Impact Report (DSEIR) that was distributed in December 2014. Following the distribution of the DSEIR, additional analysis were conducted related to biological resources, cultural resources, water supply, and traffic and circulation. Although the majority of the DSEIR conclusions remained the same, the City did identify several transportation improvements in their Transportation Master Plan that are not within the complete control of the City to implement (City, 2016). In these few instances, the City identified the impacts as significant and unavoidable until such time the improvements are constructed. As a result, the City recirculated the DSEIR and distributed it for public review in October 2015. Revisions to the THSP reflect the City's 2011 General Plan and Infrastructure Master Plans, remove outdated sections, and update the plan to reflect the current legislative and regulatory environment governing the proposed project area and environmental resources. The City distributed and adopted the Final Subsequent Environmental Impact Report (THSP FSEIR) in January 2016. No changes in THSP project boundaries or the overall development footprint of the THSP were

made, and no changes were made to the land plan south of I-580. The amendment does not exceed the maximum dwelling units or nonresidential square footage previously approved in 1998, and all changes are limited to necessary revisions to improvements previously evaluated within the Phase 1 area.

2.1.2 City of Tracy Citywide Water Systems Master Plan/Wastewater Master Plans and Initial Study (SCH #2012122035)

The Citywide Water Systems Master Plan (WSMP) was developed to provide an “evaluation of the required backbone potable and recycled water system facilities to serve buildout of the City’s General Plan.” The projected buildout used for the WSMP included existing developed land uses within the City limits, ongoing development projects, and infill with approved water supply and assumed future service areas (for example, Tracy Hills) located within the City’s SOI.

The City also developed the Wastewater Master Plan (WWMP) to help identify necessary infrastructure improvements to existing wastewater treatment and conveyance infrastructure. The document analyzed treatment plant options that included a single-plant option to expand the existing wastewater treatment plant and a two-plant option that would include a new, smaller treatment system to process wastewater from the Tracy Hills development. The WWMP recommended a single-plant option and identified necessary conveyance improvements, including those improvements needed for the future Tracy Hills development. The study also analyzed the use of reclaimed water for irrigation throughout the City and future service areas to offset potable water demands.

In January 2013, the City certified an Initial Study/Mitigated Negative Declaration (IS/MND) that analyzed the impacts of implementing both the WSMP and the WWMP. The level of analysis in the IS/MND was considered “Tier 1,” in which overall planning objectives, goals, and recommendations were defined; and required essential infrastructure was identified and sized to serve buildout of the City’s General Plan. The document recognized that additional “Tier 2” evaluation would be required for future projects (such as the proposed project) to meet the needs of specific development projects and future phasing of recommended buildout improvements on a project-by-project basis.

2.2 PROJECT OBJECTIVES

The primary objective for the Project is to construct the necessary infrastructure identified in the WSMP and WWMP to provide utility service to Phase 1 development of THSP and anticipated growth within the City and the SOI in accordance with the City’s General Plan.

2.3 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with CEQA (Public Resources Code sections 21000 through 21178.1), this IS has been prepared to analyze the proposed project and to identify any potential significant impacts on the environment that would result from implementation of the proposed project. This IS does not analyze impacts of the full buildout and completion of facilities evaluated and determined to be required as part of the WSMP, WWMP, and THSP. The City, which has land use authority

over all proposed development within the city and SOI, has previously approved the construction of development and associated facilities required to accommodate anticipated growth. This IS has been developed to analyze localized impacts that may occur from the construction and operation of new sewer and potable water infrastructure required as part of the WSMP, WWMP, and offsite infrastructure required to accommodate Phase 1 of the previously approved 1998 THSP development. Therefore, this IS incorporates appropriate information previously analyzed in the Tier 1 WSMP and WWMP IS/MND and the THSP FSEIR documents, and expands on resource area analysis and mitigation requirements where necessary as part of a Tier 2 analysis.

2.4 PURPOSE OF THIS INITIAL STUDY

The purpose of this IS to (1) identify environmental impacts; (2) provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or Negative Declaration; (3) enable an applicant or Lead Agency to modify the proposed project, mitigating adverse impacts before an EIR is prepared; (4) facilitate environmental assessment early in the design of the proposed project; (5) provide documentation of the factual basis for the finding in a Negative Declaration that a proposed project would not have a significant environmental effect; (6) eliminate needless EIRs; (7) determine whether a previously prepared EIR could be used for the proposed project; and (8) assist in the preparation of an EIR, if required, by focusing the EIR on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

Section 15063 of the State CEQA Guidelines identifies specific disclosure requirements for inclusion in an IS. Pursuant to those requirements, an IS shall include (1) a description of the proposed project, including the location of the project; (2) an identification of the environmental setting; (3) an identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries; (4) a discussion of ways to mitigate significant effects identified, if any; (5) an examination of whether the proposed project is compatible with existing zoning, plans, and other applicable land use controls; and (6) the name of the person or persons who prepared or participated in the preparation of the IS.

2.4.1 Environmental Review

The Draft IS/MND was circulated for public review from March 18, 2016 to April 18, 2016. Copies of the document were distributed to state, regional, and local agencies, as well as organizations and individuals for review and comment.

In accordance with CEQA Guidelines §15088(a), the City has reviewed and evaluated the comments received on the Draft PEIR, and has prepared written responses to comments received (see Appendix D). Text changes resulting from comments on the Draft IS/MND as well as staff-initiated changes are included throughout the Final IS/MND. Deletions are shown in ~~striketrough~~, and insertions are shown in underlined text.

2.5 CONSULTATION

Once the Lead Agency determines that an IS required for the proposed project, the Lead Agency begins informal consultations with all Responsible Agencies and Trustee Agencies that administer resources affected by the proposed project. Consultations are conducted to obtain recommendations from those Responsible Agencies prior to initiation of the permit acquisition process. Any recommendations from these agencies are considered in the formulation of preliminary findings.

2.6 INCORPORATION BY REFERENCE

Pertinent documents relating to this IS have been cited and incorporated, in accordance with Sections 15148 and 15150 of the State CEQA Guidelines, to eliminate the need for inclusion of voluminous engineering and technical reports within the CEQA document. Of particular relevance are those previous planning and environmental documents that present information regarding descriptions of environmental settings, future development-related growth, and cumulative impacts. This IS has incorporated by reference the following documents:

- 1997 Tracy Hills Specific Plan Final EIR
- 1998 Tracy Hills Specific Plan
- 2014 Tracy Hills Specific Plan DSEIR
- 2015 Tracy Hills Specific Plan Recirculated DSEIR
- 2016 Tracy Hills Specific Plan FSEIR
- 2010 City of Tracy General Plan Final EIR
- 2011 City of Tracy General Plan
- 2011 City of Tracy Addendum to the General Plan Final EIR
- 2012 City of Tracy Wastewater Master Plan
- 2012 City of Tracy Water Systems Master Plan
- 2012 City of Tracy Citywide Water Systems Master Plan/Wastewater Master Plan Initial Study/Mitigated Negative Declaration

3.0 PROJECT DESCRIPTION

3.1 PROJECT COMPONENTS

The proposed project includes the following key components (see Figure 2):

- New potable water conveyance facilities
- New wastewater conveyance facilities
- Upgrades to the existing Corral Hollow trunk sewer
- New Pacific Gas and Electric Company (PG&E) gas line crossing of the California Aqueduct

3.1.1 New Potable Water Conveyance Facilities

In accordance with the WSMP, new potable water conveyance pipelines are proposed to serve both existing urban and municipal needs as well as the planned Tracy Hills development. The proposed pipeline alignments are shown on Figure 3.

3.1.1.1 City Zone 3 Pipeline

A 20-inch-diameter (that eventually reduces to 18-inch-diameter) potable water pipeline, totaling approximately 8,100 linear feet, is proposed to connect to the existing City water distribution along Corral Hollow Road. This pipeline (hereinafter referred to as the City Zone 3 pipeline) would begin at the existing John Johns Water Treatment Plant and continue along the periphery of Tracy Municipal Airport property to Corral Hollow Road. From this point the pipeline would run west of and parallel to Corral Hollow Road, in the southbound travel way, toward West Linne Road and UPRR. Near the intersection of West Linne Road, a 20-inch stubout would be located for future connection. The proposed 20-inch-diameter pipeline reduces to an 18-inch-diameter pipeline before crossing under the UPRR; north of the UPRR the pipeline continues west of and parallel to Corral Hollow Road and terminates at the intersection of Middlefield Drive.

3.1.1.2 Tracy Hills Pipelines

In addition, two new potable water pipelines would be required to serve the previously approved Tracy Hills development (hereinafter referred to as the Tracy Hills pipelines). A combination of 24- and 20-inch-diameter pipelines (approximately 6,700 and 3,300 feet, respectively) would serve a portion of the proposed Tracy Hills development referred to as Tracy Hills Zone 3. This area is generally located within the southern and southwestern portion of the City near the Delta-Mendota Canal (DMC) and California Aqueduct. A separate 16-inch-diameter pipeline (approximately 8,800 linear feet) would be constructed in the future as development in the THSP progresses to serve Tracy Hills Zones 4 and 5. The proposed pipeline corridor extends from the water treatment plant northwest along the periphery of Tracy Municipal Airport property. The two pipelines would turn to the west and cross over the DMC and continue toward Corral Hollow Road. At Corral Hollow Road, the pipelines would turn south, cross over the California Aqueduct, and terminate at the northeast corner of the Tracy Hills development.

Conventional open-cut excavation for both the City Zone 3 pipeline and Tracy Hills pipelines would be the likely implementation method for the majority of the alignment. Trenchless

technologies are anticipated to be required to cross the UPRR track. Open-cut excavation for all pipelines would require a construction disturbance width of approximately 25 feet from the centerline of the pipe(s), for a total construction corridor of 50 feet.

3.1.2 New Wastewater Conveyance Facilities

Wastewater generated from Tracy Hills would be treated at the City Wastewater Treatment Plant on Holly Drive. New wastewater conveyance facilities, including a pump station, would be required to convey wastewater generated from the Tracy Hills development to the existing wastewater collection system located along Corral Hollow Road (see Figures 4a and 4b).

3.1.2.1 Wastewater Pump Station and Ancillary Facilities

The proposed project includes a new 4.01 million-gallon-per-day (mgd) wastewater pump station. The pump station would be located in the Tracy Hills Phase 1 development area. Ancillary facilities common to wastewater pump stations include electrical and communication control enclosures, a meter vault, an odor control station, and an emergency generator. The permanent footprint for the pump station and ancillary facilities would be approximately 0.1 acre.

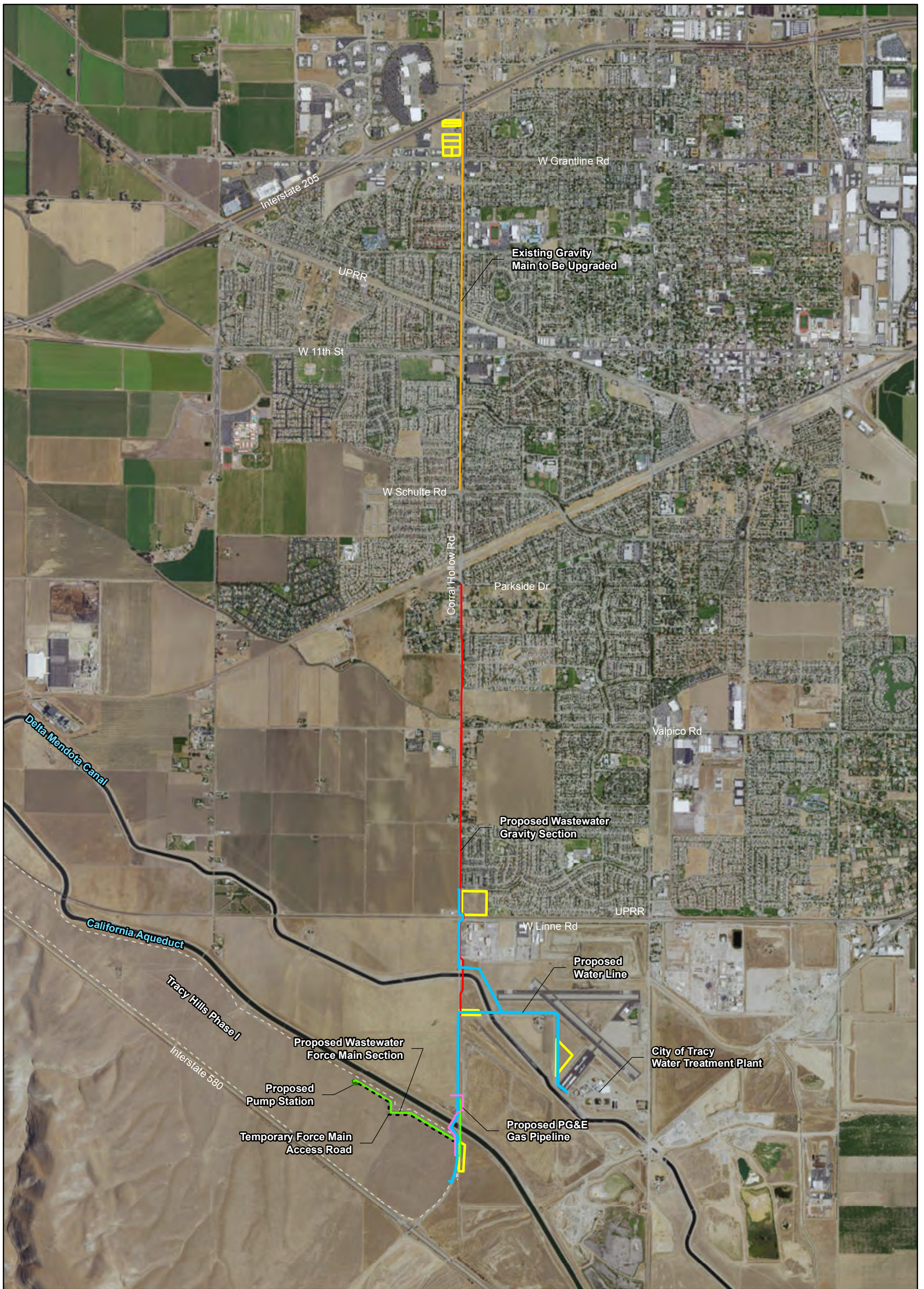
3.1.2.2 Force Mains

Discharge from the pump station would be directed to a pair of proposed 10-inch-diameter force mains (pressurized). The two force mains would extend from the pump station, in a common trench using conventional open-cut construction, along the northern periphery of the Tracy Hills development to Corral Hollow Road (approximately 3,400 linear feet); see Figure 4a. The dual force mains would cross ~~over-under~~ Corral Hollow Road and head north along the east side of Corral Hollow Road and under the California Aqueduct, ~~in a new permanent easement which requires via an encroachment permit~~. On the north side of the California Aqueduct the two force mains would tie into a transition structure (such as, a manhole). The preliminary crossing would be approximately 600 linear feet. One force main crossing of the California Aqueduct would be constructed initially (within 2 to 4 years of project approval but prior to home occupancy), and the other would be constructed sometime in the future as flow from Tracy Hills increases.

3.1.2.3 Gravity Trunk Sewer

A new 15-inch-diameter gravity trunk sewer would be constructed along Corral Hollow Road north of the California Aqueduct crossing to the DMC (approximately 3,000 linear feet); see Figures 4a and 4b. The new gravity trunk sewer would tie into a transition structure south of the DMC. Two small-diameter siphons would cross under the DMC and connect into a transition structure located on the north side of the DMC.

From the DMC, an 18-inch-diameter gravity trunk sewer would continue north along Corral Hollow Road to the UPRR ROW using conventional open-cut construction (approximately 1,000 linear feet). The preliminary UPRR crossing would be installed with a trenchless pipe jacking method.



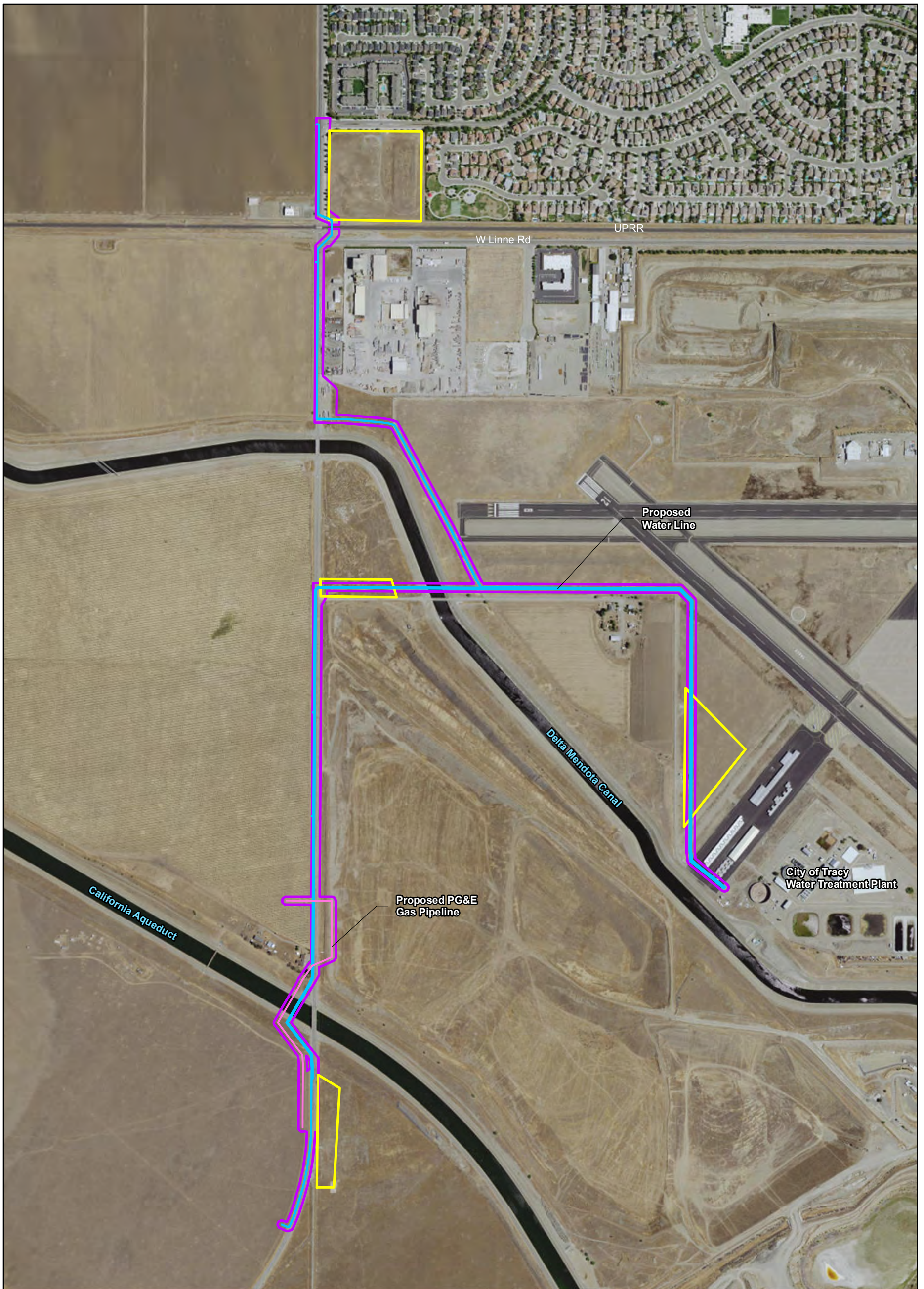
LEGEND

- Proposed Pump Station
- Proposed Staging Area
- Tracy Hills Phase I
- - - - - Proposed Access Road
- Proposed PG&E Gas Pipeline
- Proposed Force Main
- Proposed Gravity Main
- Existing Gravity Main to Be Upgraded
- Proposed Water Line

FIGURE 2

Overall Site Map

*City of Tracy Corral Hollow Road
Utility Improvements Project*



LEGEND

- Construction Footprint
- Proposed Staging Area
- Proposed PG&E Gas Pipeline
- Proposed Water Line

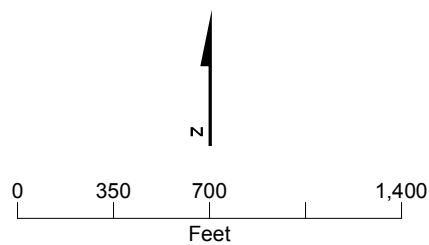
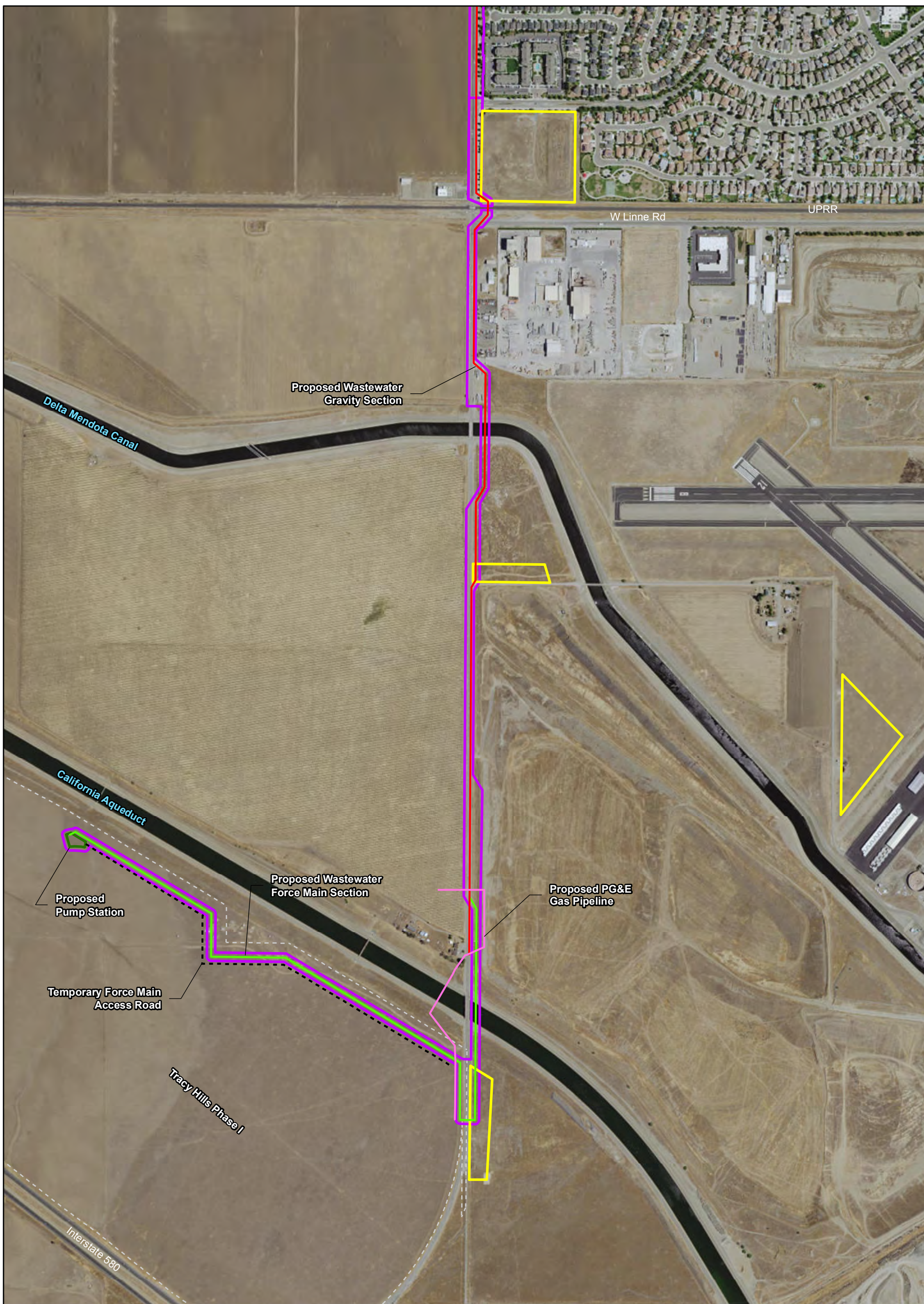


FIGURE 3
New Potable Water Conveyance Facilities and PG&E Gas Pipeline

*City of Tracy Corral Hollow Road
 Utility Improvements Project*



LEGEND

- Construction Footprint
- Proposed Pump Station
- Proposed Staging Area
- Tracy Hills Phase I
- Proposed Access Road
- Proposed PG&E Gas Pipeline
- Proposed Force Main
- Proposed Gravity Main

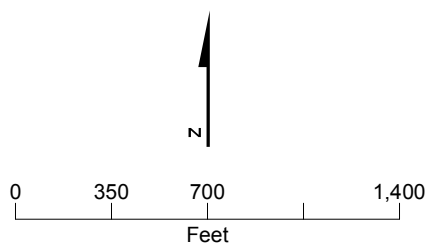
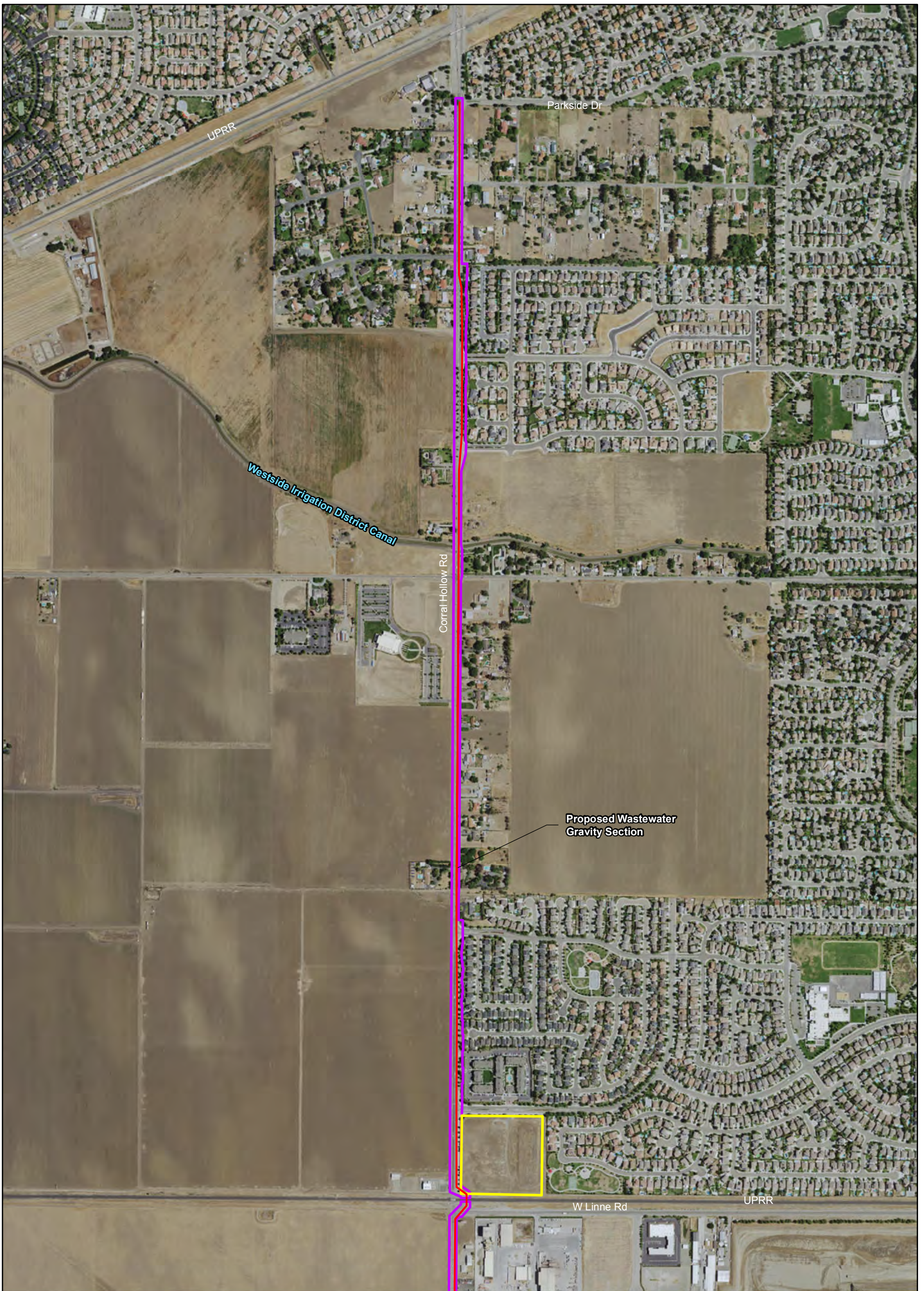


FIGURE 4a
New Wastewater Conveyance Facilities - Pump Station, Force Main, and Gravity Sewer Line
City of Tracy Corral Hollow Road Utility Improvements Project



LEGEND

- Construction Footprint
- Proposed Staging Area
- Proposed Gravity Main

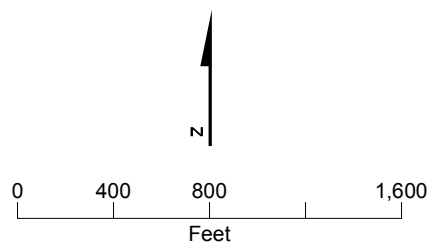


FIGURE 4b
New Wastewater Conveyance Facilities - Pump Station, Force Main, and Gravity Sewer Line
City of Tracy Corral Hollow Road Utility Improvements Project

From the UPRR ROW the gravity trunk sewer would be constructed along Corral Hollow Road north to Parkside Drive (approximate 9,000 linear feet); see Figure 4b. The sewer diameter at Parkside Drive is planned to be 24 inches and would tie into the existing City collection system at this location.

3.1.3 Upgrades to Existing Corral Hollow Trunk Sewer

To accommodate future planned development identified in the City's General Plan, approximately 12,400 linear feet of the existing Corral Hollow Trunk Sewer would be upgraded with a larger diameter pipe (generally one to two diameter larger than the pipe being replaced), or a new 21- to 36-inch-diameter relief sewer would be constructed parallel to the existing pipeline. The section of trunk sewer to be upgraded extends from West Schulte Road to Interstate 205 (see Figure 5). The upgraded trunk sewer would be constructed using conventional open-cut excavation or possibly pipe bursting technology.

3.1.4 New PG&E Gas Line Crossing at the California Aqueduct

A new 8-inch-diameter gas line would be constructed across the California Aqueduct (approximately 1,800 linear feet); see Figure 2. The crossing would begin on the north side, west of Corral Hollow Road. The alignment crosses over Corral Hollow Road and runs south, parallel to the northbound lane, before crossing back over the road to match the alignment of the proposed water lines. The gas line then crosses over the California Aqueduct on a steel bridge, along with the proposed water lines. Portions of the new gas line would be installed by conventional open-cut construction from each end of the bridge crossing into the existing Corral Hollow Road right-of-way. This work would share the existing staging area on the south side of the aqueduct with the new sewer force main aqueduct crossing.

3.2 CONSTRUCTION SCHEDULE

Construction would occur in multiple phases, with the first phase including facilities directly associated with the Tracy Hills development (pump station, sewer and water pipelines) and the City Zone 3 pipelines. The first phase would be constructed over a 21-month period, with construction anticipated to begin in March 2017, and be completed in November 2018. Subsequent phases of construction would include the 16-inch-diameter pipeline that would serve the Tracy Hills Zones 4 and 5 development, second sanitary sewer force main crossing of the California aqueduct, and the sewer upgrade. Each of these subsequent facilities could be constructed independently, and the maximum duration for each would be an approximate 9-month timeframe. Remaining facilities would be constructed at a later date as determined necessary by the City.

Table 1 provides a general construction schedule for the Tracy Hills and City Zone 3 facilities. As identified above, the proposed sewer upgrade facilities would be constructed when the City deems it necessary.

**Table 1
 General Construction Schedule – Tracy Hills and City Zone 3 Project Facilities**

Construction Phase	Start Date	Completion Date
Contract Bidding, Award, and Notice to Proceed	October 2016	February 2017
Mobilization	March 2017	April 2017
Construction	May 2017	November 2018
Demobilization	December 2018	January 2019

For both phases of construction, construction would primarily occur during the hours of 7 a.m. to 7 p.m. Monday through Friday, with occasional Saturday work.

Construction would require the temporary intermittent closure(s) of lanes, as well as full road closures along Corral Hollow Road. These temporary closures would occur for the duration of construction, with each full closure occurring for up to 2 months. A traffic control plan (TCP) would be implemented as part of the proposed project to allow for traffic to continue to flow around the project site.

3.2.1 Site Access

The majority of the proposed project is along Corral Hollow Road. It is expected that the Phase 1 development area, including the pump station site and force main alignment, would be disturbed as part of the rough grading of the Tracy Hills Phase 1 development site prior to the proposed project. Access to the pump station site would be along the Tracy Hills Phase 1 Spine Road, as proposed by the Tracy Hills developer in their Vesting Tentative Map. Access to the force main alignment would be along the proposed utility and access easement (see Figure 4a).

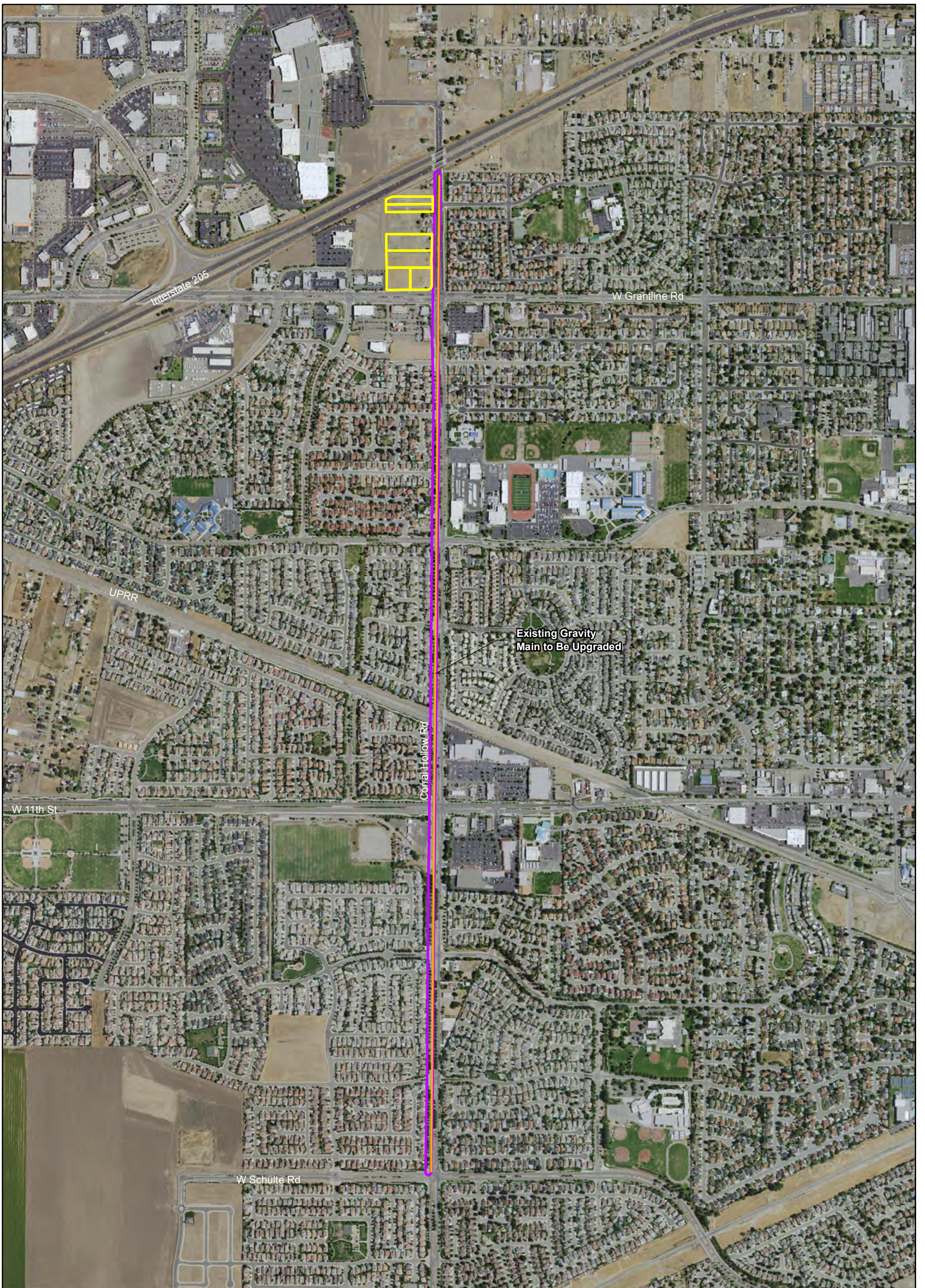
Access to the proposed waterlines from the existing City water treatment plant to Corral Hollow Road would be along existing access roads inside the Tracy Municipal Airport, as well as along new access roads on City and DMC property.

3.2.2 Staging Areas

Potential construction staging areas are shown on Figures 2 through 5. All staging areas would be located on previously disturbed and undeveloped lots. The contractor may make temporary surface improvements to the staging areas to accommodate all-weather use during construction. Upon completion of the proposed project, the staging areas would be restored to pre-project conditions.

3.2.3 Construction Equipment and Required Personnel

Construction equipment, vehicles, personnel, and materials would be transported to required work areas as necessary. Larger equipment pieces would be stored onsite in designated areas for



LEGEND

- Construction Footprint
- Proposed Staging Area
- Existing Gravity Main to Be Upgraded

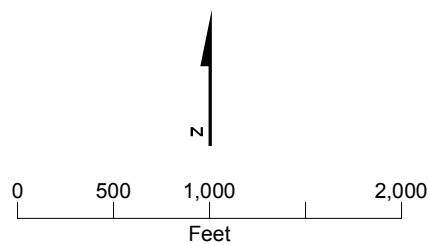


FIGURE 5
Upgrades to Existing Corral Hollow Gravity Sewer Line
City of Tracy Corral Hollow Road
Utility Improvements Project

daily use until construction in a given area is completed. Equipment use would be planned to optimize onsite staging and reduce offsite traffic and travel. Carpooling would be encouraged to the extent feasible. Table 2 lists anticipated construction equipment and use for the Tracy Hills and City Zone 3 facilities. Table 3 lists anticipated construction equipment and use for the sewer upgrade. Approximately 10 to 40 workers would be onsite at any time during construction of the proposed project. Construction personnel would be either local or from out of area, using hotels as necessary during the construction period.

Table 2
Estimated Equipment Use for Construction – Tracy Hills and City Zone 3 Project Facilities

Equipment Type	Estimated Number in Use	Estimated Maximum Hours Per Day	Total Duration (weeks)
Crane	3	8	24
Bore and Jack	1	8	2
Fusion Machine	2	8	16
HDD Drill Rig	1	8	12
Excavator	3	8	29
Concrete Truck	6	2	29
Backhoe	2	4	29
Loader	3	8	29
Compactor	4	8	29
Forklift	3	2	29
Onsite Haul Truck	2	4	29
Generator	3	2	29
Water Truck	3	2	29

Note:

HDD = horizontal directional drilling

Table 3
Estimated Equipment Use for Construction – Gravity Trunk Sewer Upgrade

Equipment Type	Estimated Number in Use	Estimated Hours Per Day	Total Duration (weeks)
Crane	1	6	9
Bore and Jack	1	8	9
HDD Drill Rig	1	8	5
Excavator	2	8	27
Concrete Truck	2	2	26
Loader	1	8	27
Forklift	1	4	27
Onsite Haul Truck	2	8	27
Generator	1	2	41
Water Truck	1	2	27

For both phases of construction, water trucks would be used to control dust during site grading and preparation, and continuously as needed during construction to control fugitive dust. Crew trucks and pickup trucks would access the site daily throughout the construction period.

3.2.4 Construction Traffic Control Plan

A TCP would be implemented as part of the proposed project to minimize impacts on through traffic. The TCP would be prepared in accordance with the *Manual of Uniform Traffic Control Devices* (MUTCD) and the *California Supplement of the MUTCD*, and approved by the appropriate reviewing agency such as the City of Tracy and the County of San Joaquin. The TCP may include, but would not be limited to, the following:

- Determining the need for construction work hours and arrival/departure times outside peak traffic periods.
- Determining the need for construction scheduling outside of legal holidays and special events to avoid affecting large fluxes in traffic volumes.
- Determining the use of temporary signing, lighting, and placement of traffic control devices, if required.
- Determining the use of flaggers for directing traffic.
- Determining temporary closure of travel lanes, full road closures, or disruptions to street segments and intersections during trenching or other utility connections within the roadway ROW.
- Identifying detour routes for construction workforce vehicles and the public during road or lane closures.
- Identifying oversize load haul routes. Transporters would follow State and County regulations for the transportation of oversized and overweight loads on all State and County roads. These regulations include provisions for time of day, pilot cars, law enforcement escorts, speed limits, flaggers, and warning lights, if required.
- Notifying emergency responders prior to construction.
- Ensuring access for emergency vehicles to and around the proposed project site.
- Maintaining access to adjacent properties.
- Maintaining access to transit, bicycle, and pedestrian facilities along the proposed project route, where feasible.

Traffic signs would be provided to control traffic and ensure safety along access routes to the proposed project and at designated crossings of the road. These signs would adhere to the MUTCD and would include regulatory signs (for example, stop, speed limits, and yield), warning

signs, and construction signs (for example, temporary lane closures and flaggers). All signs would be maintained throughout construction of the proposed project.

Public information would be distributed by publishing advance notices in the local newspaper and providing information flyers to local residents along Corral Hollow Road. Signs regarding construction work would be posted before disruptions occur that would identify major detour routes. Additionally, flagmen or escort vehicles would be used to control and direct traffic flow.

3.3 *POST-CONSTRUCTION OPERATION AND MAINTENANCE REQUIREMENTS*

Operation and maintenance (O&M) of the newly proposed facilities would be in accordance with the measures identified in the City's WSMP. A project-specific O&M plan would be prepared for the new Tracy Hills pump station.

4.0 INITIAL STUDY CHECKLIST

4.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the proposed project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages. All impacts have been mitigated to a less-than-significant level.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Air Quality
<input checked="" type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input checked="" type="checkbox"/> Geology and Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input checked="" type="checkbox"/> Hazards and Hazardous Materials	<input checked="" type="checkbox"/> Hydrology and Water Quality
<input type="checkbox"/> Land Use and Relevant Planning	<input type="checkbox"/> Mineral Resources	<input checked="" type="checkbox"/> Noise
<input type="checkbox"/> Population and Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input checked="" type="checkbox"/> Transportation and Traffic	<input type="checkbox"/> Utilities and Service Systems	<input checked="" type="checkbox"/> Mandatory Findings of Significance

4.2 EVALUATION OF ENVIRONMENTAL IMPACTS

This section analyzes the potential environmental impacts associated with the proposed project. The environmental analysis in this section is patterned after the IS Checklist recommended by the City’s CEQA Guidelines and used by the City in its environmental review process. For the preliminary environmental assessment undertaken as part of the preparation of this IS, a determination that there is a potential for significant effects indicates the need to more fully analyze the development’s impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the IS Checklist are stated, and an answer is provided according to the analysis undertaken as part of the IS. The analysis considers the long-term, direct, indirect, and cumulative impacts of the proposed project. To each question, the following are the four possible responses:

- **No Impact.** The proposed project would not have any measurable environmental impact on the environment.
- **Less than Significant Impact.** The proposed project would have the potential for affecting the environment, although this impact would be below established thresholds that are considered to be significant.
- **Less than Significant with Mitigation Incorporation.** The proposed project would have the potential to generate impacts that may be considered a significant effect on the environment,

although mitigation measures or changes to the physical or operational characteristics of the proposed project could reduce these impacts to levels that are less than significant.

- **Potentially Significant Impact.** The proposed project would have impacts that are considered significant, and additional mitigation measures could not reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures are required so that impacts may be avoided or reduced to insignificant levels.

4.3 ENVIRONMENTAL ANALYSIS

This section analyzes the potential environmental impacts that may result from the proposed project. For the evaluation of potential impacts, the questions in the IS Checklist (Sections 4.4 through 4.20) are stated, and answers are provided according to the analysis undertaken as part of the IS. The analysis considers the short-term impacts (construction-related) and long-term impacts (operation-related) of the proposed project.

4.4 AESTHETICS

AESTHETICS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- a) *Have a substantial adverse effect on a scenic vista? Determination: Less than Significant Impact.*

The portion of Corral Hollow Road to be affected by the proposed project is surrounded by a mixture of uses (such as, residential, commercial, office, public facilities, agriculture, and industrial) and is not considered a scenic vista. The vast majority of the proposed project would

consist of sewer and water pipes that would be installed below ground surface near and within the Corral Hollow Road ROW. One pipeline crossing would occur over the California Aqueduct in an area that is currently undeveloped, and would be visible from Corral Hollow Road. The crossing would be visually consistent with other crossings that occur within view of Corral Hollow Road. An additional pipeline crossing would occur over the DMC; however, this crossing would not be visible from Corral Hollow Road or any other public area near the crossing. The proposed pump station would be situated between I-580 and the California Aqueduct in an area currently identified in the THSP for residential development.

During construction of facilities for the proposed project, viewsheds could be temporarily affected by site disturbance, vegetation removal, and the presence of construction equipment and signage. However, construction impacts would be temporary in nature; and viewpoints, viewers, and viewing duration would be limited. Once complete, to the extent practicable, disturbed areas would be restored to preconstruction conditions.

Therefore, given that the area within the boundary of the proposed project is not considered a scenic vista, impacts would be limited to the construction period, and those facilities that would remain visible would not visually contrast with existing facilities, there would be no significant impacts on scenic resources.

- b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? **Determination: Less than Significant Impact.***

As identified above, I-580 is a state-designated scenic highway and a major entry corridor to the Central Valley from the Bay Area. I-580 stretches approximately 15 miles within the southwest portion of the City from Interstate 5 to State Route 205, and offers views of the Diablo Range. Temporary visual impacts on the Diablo Range, as seen from I-580, would occur as a result of construction activities for the proposed pump station. However, as discussed in Response 4.4(a), views would be limited (many drivers would likely not notice construction activities given the relatively small construction area and limited view time), construction impacts would be temporary, and permanent impacts from aboveground structures would be relatively minor. Additionally, there are no significant visual resources such as trees, rock outcroppings, or historic buildings within the I-580 corridor that would be affected by the proposed project; therefore, impacts on scenic resources along this State scenic highway would be less than significant.

- c) *Substantially degrade the existing visual character or quality of the site and its surroundings? **Determination: Less than Significant Impact.***

The proposed project would be in accordance with previously approved plans for development and would not result in new significant impacts from those previously identified. The City's General Plan EIR states that significant and unavoidable impacts would occur as a result of "change in visual character from an agricultural appearance to a more urban appearance and a deterioration of views from scenic roadways" (City, 2009). However, as discussed in Response 4.4(a), construction impacts would be limited to a small area (as

opposed to the overall Tracy Hills development), viewers and viewing time would be limited, and temporary as well as permanent impacts from aboveground structures would be relatively minor; therefore, impacts on the existing visual character/quality would be less than significant.

- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? **Determination: Less than Significant Impact.**

The Tracy Municipal Code requires that site plans and architectural design include exterior lighting and devices, and be reviewed by the Development Engineering Department. The proposed pump station would include the installation of security lighting on both facilities, which would create a new source of light. However, given the limited number of people residing near the structure as well as the adherence to required City lighting standards (Title 10.08.4000 of the Tracy Municipal Code), the impact would be less than significant.

4.5 AGRICULTURE AND FORESTRY RESOURCES

AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the Project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Would the Project:

- 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? **Determination: Less than Significant Impact.***

The majority of proposed project components (such as, new potable water conveyance, new and upgraded gravity trunk sewer lines, northbound section of new force mains, and associated temporary staging areas) would occur on parcels and existing ROW that are designated for non-agricultural use; and would not affect Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (that is, Important Farmland) under the California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) (California Department of Conservation, 2010). The proposed pump station and eastbound force mains (and associated staging area) would be located on land designated as Farmland of Local Importance by the FMMP. Farmland of Local Importance is defined as land of importance to the local economy. The proposed project would result in temporary disturbance of up to 7.3 acres, and the permanent conversion of approximately 0.2 acre of Farmland of Local Importance. The temporary disturbance would occur both within and outside of the THSP Phase 1 development site, and the pump station would be located entirely within the Phase 1 development. The area that would be disturbed outside of the

Phase 1 development would be restored to pre-project conditions once construction is complete.

For the temporary and permanent disturbance within the Phase 1 development, the City's General Plan EIR previously identified the total acreage of agricultural lands within the City limits and SOI, and recognized that full buildout of the City's General Plan (including the proposed THSP area) would result in significant and unavoidable impacts resulting from the conversion of FMMP Important Farmland to urban uses. Additionally, the THSP FSEIR analyzed impacts on agricultural resources within the Tracy Hills planning area, and determined the conversion of lands within the planning area to urban use would cause a significant and unavoidable impact on Prime Farmland previously identified by the City and adopted under a Statement of Overriding Consideration (Resolution #93-226) (City, 1997).

The permanent conversion of farmland under the proposed project would be done in accordance with previously approved plans for development, and would not result in new significant impacts in addition to those previously identified. Therefore, because the aboveground facilities proposed for the project are consistent with facilities identified in previous environmental analyses, no additional significant impacts not already addressed in previous documents would occur.

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract? **Determination: No Impact.***

No parcels within the proposed project site(s) are under existing Williamson Act contract (Gould, 2013, personal communication). Therefore, no impact would occur.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? **Determination: No Impact.***

No land located within City limits or the SOI are currently zoned for forest land, timberland, or timberland production. Therefore, no impact would occur.

- d) *Result in the loss of forest land or conversion of forest land to non-forest use? **Determination: No Impact.***

Refer to Response 4.5(c). No impact would occur.

- 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? **Determination: Less than Significant Impact.***

Refer to Response 4.5(a).

4.6 AIR QUALITY

AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- a) *Conflict with or obstruct implementation of the applicable air quality plan (San Joaquin Valley Air Pollution Control District)? Determination: Less than Significant Impact.*

The U.S. Environmental Protection Agency (EPA) has established National Ambient Air Quality Standards (NAAQS) for the following air pollutants (termed “criteria” pollutants): carbon monoxide (CO), ozone (O₃), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), respirable particulate matter defined as PM₁₀ (particulate matter less than 10 micrometers in aerodynamic diameter), fine particulate matter defined as particulate matter less than 2.5 micrometers in aerodynamic diameter (PM_{2.5}), and lead. NAAQS represent the pollutant safety levels required to avoid specific adverse health effects associated with each pollutant. California has also established ambient air quality standards, known as the California Ambient Air Quality Standards (CAAQS), which are generally more stringent than the

corresponding federal standards and incorporate additional standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. The current NAAQS and CAAQS are presented in Appendix A.

Both EPA and California Air Resources Board (ARB) designate each county (or portions of counties) within California as attainment, maintenance, or nonattainment based on the area's ability to maintain ambient air concentrations below the air quality standards. Table 4 shows the designation status of the SJVAB for each criteria pollutant.

**Table 4
Federal and State Attainment Status of the Study Area**

Pollutant	Federal Classification	State Classification
O ₃	Nonattainment (Extreme)	Nonattainment
PM ₁₀	Maintenance	Nonattainment
PM _{2.5}	Nonattainment	Nonattainment
CO	Urban portion of Fresno County: Maintenance Remaining basin: Attainment	Attainment
NO ₂	Attainment	Attainment
SO ₂	Attainment	Attainment

Sources: EPA designation as of October 1, 2015 and ARB, 2014b

Under NAAQS, the SJVAB is currently designated as nonattainment for 8-hour O₃, the PM_{2.5} standard of 1997, 2006, and 2012. The SJVAB is a maintenance area for PM₁₀, and the Fresno Urbanized Area is a maintenance area for CO. The SJVAB is designated as attainment for the NO₂ and SO₂, and unclassified for lead.

Under CAAQS, the SJVAB is currently designated as nonattainment for 1-hour O₃, 8-hour O₃, PM₁₀, and PM_{2.5}. The SJVAB is designated as an attainment/unclassified area for the State CO standard and an attainment area for the State NO₂, SO₂, and lead standards. The SJVAB is an unclassified area for the State hydrogen sulfide standard and the visibility-reducing particle standard; it is an attainment area for sulfates and vinyl chloride.

San Joaquin County is designated by California Department of Conservation Division of Mines and Geology as an area likely to contain naturally occurring asbestos (NOA). However, the specific location of the study area is located in areas designated not likely to contain NOA (California Department of Conservation Division of Mines and Geology, 2000).

Air quality impacts are evaluated in terms of daily or annual emissions from construction and operation of projects. Construction activities such as excavation, grading, and vehicle travel will cause an increase in PM₁₀ and PM_{2.5} due to dust and exhaust emissions. Exhaust emissions of nitrogen oxide (NO_x) and reactive organic gas (ROG) from construction can contribute to ozone formation.

The Guidance for Assessing and Mitigating Air Quality Impacts (San Joaquin Valley Air Pollution Control District [SJVAPCD], 2015) contains thresholds (as presented in see Table 5) used to evaluate the significance of a project's emissions. If a project's emissions are below the significance thresholds, impacts would be considered less than significant. If either the construction or operation emissions are greater than these values, impacts for that phase would be considered significant.

Table 5
SJVAPCD Air Quality Thresholds of Significance

Alternative	Emissions (ton/year)					
	CO	NO _x	ROG	SO _x	PM ₁₀	PM _{2.5}
SJVAPCD Construction Emission Thresholds	100	10	10	27	15	15
SJVAPCD Operation Emission Thresholds	100	10	10	27	15	15

Source: SJVAPCD, 2015

The off-road construction equipment emissions of NO_x, SO₂, PM₁₀, PM_{2.5}, CO, and ROG were estimated using emission factors provided in Appendix D of the California Emissions Estimator Model (CalEEMod) User's Guide (CAPCOA, 2013) for 2016. Although construction of the proposed project would likely occur over 2 to 3 years, construction emissions from the project were evaluated based on the assumption that all construction activities would occur simultaneously in 2016. Emissions associated with workers' commute, onsite working vehicles, and material hauling trucks were estimated based on anticipated number of trips and vehicle miles traveled by each type of vehicle. Vehicle emission factors were estimated using the EMFAC2014 Web Based Data Access (ARB, 2014c), for the SJVAPCD vehicle fleet for calendar year 2016. A ratio of two passenger trucks per passenger car was assumed for the worker commute. Emission factors for water trucks pipeline delivery trucks, and concrete trucks were represented by heavy heavy-duty utility trucks and construction trucks, respectively.

Fugitive dust emissions may occur from construction equipment movement and vehicle travel on paved roads. Fugitive dust emissions from cut and fill activities associated with the proposed project and disturbed surfaces were estimated using Table A-4 of Appendix A in the Software User's Guide: URBEMIS2007 for Windows. The estimation included reductions in fugitive emissions through initiating watering practices outlined in SJVAPCD Regulation VIII. These reductions were estimated based on data from the Western Regional Air Partnership's Fugitive Dust Handbook (Western Regional Air Partnership, 2006). Fugitive dust emissions from vehicle travel on paved roads were estimated using the methodology presented in Section 13.2.1 of AP-42 and average vehicle weight and silt loading from CalEEMod. Detailed assumptions and model outputs used in estimating exhaust and fugitive emissions are included in Appendix B.

Short-term air emissions including CO, NO_x, ROG_s (in this analysis, ROG is assumed to be equivalent to volatile organic compound), PM₁₀, PM_{2.5}, and toxic air contaminants such as diesel exhaust particulate matter would occur during the construction phase for the proposed project. In addition, fugitive particulate emissions would be generated by excavation, grading, hauling, and various other surface-disturbing activities. As described in Section 3.2, the proposed project would be constructed in phases; therefore, emissions from construction activities associated with the gravity sewer upgrade were not assumed to occur in the same year as those associated with the Tracy Hills and City Zone 3 project facilities. This analysis assumed that emissions from the construction activities associated with Tracy Hills and City Zone 3 project facilities would exceed those of the gravity sewer upgrade. Therefore, Table 6 presents only estimated emissions from Tracy Hills and City Zone 3 project facilities. Project construction emissions would be below the SJVAPCD thresholds, as demonstrated in Table 6.

**Table 6
Estimated Construction Emissions – Tracy Hills and City Zone 3 Facilities**

Emission Source	ROG (ton/year)	CO (ton/year)	NO_x (ton/year)	SO₂ (ton/year)	PM₁₀ (ton/year)	PM_{2.5} (ton/year)
Off-road Equipment Exhaust	0.64	3.85	6.97	0.008	0.32	0.30
Haul Truck/Working Vehicle Exhaust	0.005	0.058	0.47	0.001	0.030	0.013
Worker Commute Exhaust	0.014	0.46	0.05	0.001	0.065	0.017
Fugitive Dust	-	-	-	-	5.93	1.23
Total Construction Emissions	0.66	4.37	7.49	0.010	6.35	1.56
SJVAPCD Thresholds	10	100	10	27	15	15

Operation of the proposed project is not anticipated to cause any direct or indirect increases to air emissions within the SJVAB. The proposed infrastructure is being constructed to accommodate growth that was identified in the General Plan EIR and THSP FSEIR. Indirect emissions resulting from this anticipated growth was evaluated within each respective document. The proposed project would not create additional growth beyond what was previously identified; therefore, the proposed project would not increase indirect emissions beyond what was previously evaluated.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation? **Determination: Less than Significant Impact.***

Refer to Response 4.6(a).

- 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)? **Determination: Less than Significant Impact.***

Refer to Response 4.6(a). The proposed project would not result in any greater impacts that were previously identified in the General Plan EIR or THSP FSEIR.

- d) *Expose sensitive receptors to substantial pollutant concentrations? Determination: Less than Significant Impact.*

Development of the proposed project would result in a temporary increase to short-term emissions due to construction activities. However, as presented in Response 4.6(a), these impacts would be temporary and would cease upon completion of construction.

- e) *Create objectionable odors affecting a substantial number of people? Determination: Less than Significant Impact.*

Refer to Response 4.6(d).

4.7 **BIOLOGICAL RESOURCES**

BIOLOGICAL RESOURCES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

BIOLOGICAL RESOURCES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- 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?*
Determination: Less than Significant with Mitigation Incorporation.

The proposed project area is located within the jurisdiction of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), and the City is an eligible SJMSCP participant. The plan outlines mitigation measures for species and habitats known or likely to occur in the SJMSCP boundaries. The species covered by the SJMSCP were reviewed prior to the reconnaissance survey that was conducted on March 19 and 20, 2014. The proposed project has the potential to result in the loss of habitat for federal- and state-listed endangered and threatened species covered under the SJMSCP. Losses of habitat occupied by any of these species would constitute a significant impact under CEQA. The proposed project would affect the Agricultural, Multi-Purpose Open Space, Urban, and Natural habitat types in the following locations (see Appendix C, Figures 2 and 3 for a layout of habitat types relative to boundaries of the proposed project): vacant parcels between Kagehiro Drive and the Westside Irrigation District Canal and at the northeast corner of W. Linne Road and Corral Hollow Road; and vacant parcels between W. Linne Road and the southern limits of the proposed project’s new linear infrastructure. The proposed project has

no potential to result in loss of habitat for special-status species not covered under the SJMSCP.

Based on the habitats within the proposed project boundaries, the Covered Species² that have the potential to be affected by the project include San Joaquin kit fox, burrowing owl, and nesting birds afforded protection by the Migratory Bird Treaty Act and addressed by the SJMSCP.

Mitigation for species identified incorporates by reference the following mitigation measures from the THSP FSEIR: 4.4-1a, 4.4-1c, 4.4-1d, 4.4-1h, 4.4-1i, 4.4-1j, 4.4-1k, 4.4-1m, and 4.4-4a. Additionally, Implementation of the following mitigation measures would reduce impacts on Covered Species to less than significant levels and fully comply with the SJMSCP:

- Purchase compensation habitat or pay fee to offset losses of habitat of special-status species. Under the SJMSCP, mitigation for loss of habitat of federal- and state-listed endangered and threatened plant and wildlife species allows for a fee-based approach based on the habitat type that is to be converted from open-space use. Development fees are revised each year based on the assessed cost of acquisition, assessment and enhancement, and management and administration of suitable mitigation lands within the SJMSCP boundaries. Table 7 presents the compensation fee structure as of 2014.

Table 7
2014 SJMSCP Development Fees

Habitat Type	Development Fee (cost per acre)
Open Space	\$6,656
Agriculture/Natural	\$13,295

Note:

The SJMSCP includes several habitat types. The habitat types shown are only those that are applicable to the proposed project area.

- Preconstruction surveys shall be performed by the Joint Powers Authority as specified in Section 5.2.2 of the SJMSCP to verify the affected land cover types and determine if Covered Species are or may be present. For those Covered Species that may be present on the proposed project site, incidental take minimization measures as specified in Sections 5.2.3 and 5.2.4 of the SJMSCP would be implemented.
- 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. **Determination: No Impact.***

² Covered Species are those plant, fish, and wildlife species listed in Table 2.2.2 of the SJMSCP that receive varying levels of coverage pursuant to the federal Endangered Species Act, California Endangered Species Act, and/or CEQA.

During the reconnaissance survey, no riparian habitats or other sensitive natural communities were identified within the footprint of the proposed project.

- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. **Determination: No Impact.***

During the reconnaissance survey, no wetlands were identified within the footprint of the proposed project.

- 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? **Determination: Less than Significant.***

The proposed project would largely occur within an existing road ROW, and sporadically within vacant parcels that are in habitats identified as Agricultural and Urban on the City Compensation Map, and would not substantially interfere with native wildlife movements or corridors.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? **Determination: No Impact.***

The proposed project would not require the removal of any trees and would not conflict with any local policies or ordinances.

- 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? **Determination: Less than Significant with Mitigation Incorporation.***

The entire proposed project area is located within the jurisdictional boundary of the SJMSCP. The implementation of the mitigation measure listed under 4.7(a) above would ensure that any potential impacts on special-status species or habitats, which may be associated with implementation of the proposed project, are addressed accordingly through the provisions of the SJMSCP. Therefore, the proposed project would not conflict with the provisions of an adopted habitat conservation plan.

4.8 CULTURAL RESOURCES

CULTURAL RESOURCES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CULTURAL RESOURCES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- a) *Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*
Determination: Less than Significant Impact with Mitigation Incorporation.

The cultural resource investigation included a records search and literature review, and a complete pedestrian survey of the Corral Hollow Road Utility Improvements Project by a professional archaeologist. The records search was performed by the Central California Information Center of the California Historical Resources Information System at California State University, Stanislaus. A 0.5-mile buffer zone around the area of potential effects (APE) was included in the records search. The records search revealed seven historic era linear resources intersected by this proposed project and an additional eight historic era resources located within 0.5 mile of the proposed project; only two of these resources are considered historical resources. Each of the seven historic era resources were relocated during the field survey, and an additional three new historic era resources were recorded as a result of the field survey. Historical resources, defined as those eligible for listing on the California Register of Historic Resources were observed within the proposed project area. These historical resources include the Delta-Mendota Canal (P-39-000089) and the California Aqueduct (P-39-000090), and both would be intersected by the proposed project. The proposed design and construction of the utility upgrades includes directional boring and would not cause an adverse change to either of these historical resources. Boring under the Delta-Mendota Canal and the California Aqueduct would result in a less than significant impact on these two historical resources.

In the event that a previously unidentified cultural resource were discovered during ground-disturbing activities, construction work in the vicinity of the discovery would cease, and the area would be protected until the find could be evaluated by a qualified archaeologist.

Additional measures would include those measures identified in the WSMP and WWMP IS/MND, including the following:

- All ground-disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the City and a qualified archaeologist to discuss the significance of the find.
- The archaeologist shall recommend appropriate actions, in cooperation with the City and contractor.
- Grading or further ground disturbance shall not resume within the area of the discovery until a determination has been reached by the City as to the appropriate mitigation.

Implementation of these measures would reduce impacts on unforeseen cultural resources to less than significant.

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? **Determination: No Impact.***

The records search performed for the proposed project (described above) revealed one known archaeological isolated chert core tool within 0.5 mile of the proposed project. However, no archaeological resources were observed within or adjacent to the APE during the field survey; therefore, the proposed project would have no impact on archaeological resources.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? **Determination: Less than Significant Impact with Mitigation Incorporation.***

No paleontological resources or unique geological features were identified in the record search or observed within or adjacent to the APE during the field survey; therefore, it is not anticipated that the proposed project would have an impact on paleontological resources, nor would the proposed project disturb any unique geological feature. However, the City's General Plan EIR determined that potential impacts on cultural resources, including paleontological resources, could occur as a result of total buildout of the General Plan, which would include all necessary infrastructure such as the facilities included in this document. Excavations greater than 5.0 feet below ground surface have a greater likelihood of encountering older alluvial wash deposits, which may contain paleontological resources. Therefore, in the event that an unknown paleontological resource is discovered during ground-disturbing activities, construction-related impacts could be significant, if not mitigated. The following mitigation measures would reduce impacts on paleontological resources to a less than significant level:

- Prior to the initiation of construction activities, all construction personnel shall be alerted to the potential for encountering buried or unanticipated cultural and paleontological remains, including prehistoric and/or historical resources. Construction personnel shall be instructed that upon discovery of buried cultural materials, all work within 30 meters of the find will be halted immediately, and the City will be notified. Once the find has been identified by a

qualified archaeologist, the City shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the find is found to be an historical resource per State CEQA Guidelines.

- A trained paleontological monitor shall be present during excavation activities greater than 5.0 feet deep. The monitoring for paleontological resources shall be conducted on a half-time basis, and on a full-time basis during excavations greater than 5.0 feet deep. If paleontological resources are located during excavation, the monitoring program would change to full-time. The monitor shall temporarily halt or redirect construction activities to ensure avoidance of adverse impacts on paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet-screen washing and microscopic examination of the residual materials to identify small vertebrate remains.
- d) *Disturb any human remains, including those interred outside of formal cemeteries? **Determination: Less than Significant Impact with Mitigation Incorporation.***

No human remains are anticipated to be present onsite; therefore, the proposed project is not likely to disturb any human remains, including those interred outside of formal cemeteries. However, in the event that previously unknown human remains were encountered during construction, this would be a significant impact. The following mitigation measures would reduce impacts on previously undiscovered human remains to a less than significant level:

- If human remains are encountered during ground disturbing activities, all work within 30 meters of the find will be halted immediately, and the City and San Joaquin County Coroner shall be notified. If the remains are determined to be Native American, the Native American Heritage Commission shall be notified within 24 hours as required by Public Resources Code §5097.94 and §5097.98. The Native American Heritage Commission shall notify the designated Most Likely Descendant(s), who will in turn provide recommendations for the treatment of the remains within 48 hours of being granted access to the find.
- No person shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface any historic or prehistoric ruins, burial grounds, archaeological, or vertebrate paleontological site, including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological, or historical feature, situated on public lands, except with the express permission of the public agency having jurisdiction over such lands. Violation of this section is a misdemeanor.

4.9 GEOLOGY AND SOILS

GEOLOGY AND SOILS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2013), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

GEOLOGY AND SOILS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*
 - 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. **Determination: Less than Significant Impact.***

The proposed project area is not located within a known Alquist-Priolo Earthquake Fault Zone. The nearest known fault to the proposed project site is the West Tracy Fault, which is located at the south end of the project alignment. The West Tracy Fault is described in a 2007 seismology study (URS Corporation, 2007) to be approximately 34 kilometers long and strikes northwest–southeast between Corral Hollow and Byron, California. Limited data are available to determine the activity of this fault; however, the slip rate is estimated to range from 0.07 to 0.5 millimeter per year (mm/yr). There are no surface projections of this fault, and it is not expected to cause ground rupture.

- ii) *Strong seismic ground shaking? **Determination: Less than Significant Impact with Mitigation Incorporation.***

The proposed project area has a low to moderate potential to experience seismic ground shaking given its proximity to active faults (City, 2005). Ground shaking is typically quantified by the peak ground acceleration caused by a seismic source, which can be measured by seismometers. Based on the design peak ground acceleration predicted for the proposed project site (0.5g [where g is the acceleration due to gravity] according to the procedures in Chapter 16 of the 2013 California Building Code), the site has a 2 percent chance in 50 years of experiencing severe ground shaking (USGS, 2011).

Active faults in the surrounding region (Calaveras, Hayward, San Andreas, Greenville, and Concord-Green Valley) have historically been the source of earthquakes felt in Tracy (City, 2011a). Table 8 lists several known active faults with their approximate distance to

the proposed project site that would be expected to contribute to the potential seismic hazard (URS Corporation, 2007).

Table 8
Significant Seismic Sources

Fault	Fault Type	Slip Rate (mm/yr)	Maximum Moment Magnitude	Approximate Site-to-Source Distance (miles)
West Tracy Fault	Oblique-reverse	0.25	6.5	0
Black Butte Fault	Oblique-reverse	0.5	6.8	1.0
Vernalis Fault	Oblique-reverse	0.25	6.5	3.5
Midway Fault	Oblique-reverse	0.5	6.8	4.6
Orestimba Fault	Reverse	0.4	6.7	7.1
Las Positas Fault	Strike-slip	0.3	6.5	12.4
Southern Midland Fault	Oblique-reverse	0.5	6.6	13.1
Verona/Williams Thrust System	Reverse	0.7	6.3	14.5
Greenville Fault	Strike-slip	4	6.9	15.5
Montezuma Hills Zone	Oblique-reverse	0.25	6.3	17.1
Mount Oso Fault	Reverse	1.5	6.9	19.0
Mount Diablo Fault	Reverse	3	6.7	20.1
Calaveras (North, Central, South) Fault	Strike-slip	20	6.9	22.8
South Hayward Fault	Strike-slip	9	6.7	25.8
Ortogonalita Fault	Strike-slip	2	6.9	29.0
San Andreas Fault	Strike-slip	33	7.8	46.0

The General Plan EIR analyzed the seismic groundshaking risks associated with buildout of the General Plan and found risks would be less than significant with compliance with the latest Uniform Building Code (UBC) standards. To reduce impacts from risks associated with seismic groundshaking, the following mitigation measures would be implemented:

- The proposed project would be required to comply with UBC policies as required by City Municipal Code 9.04.030, which would reduce risks associated with seismic groundshaking to the maximum extent possible. Additionally, the proposed project would be required to comply with the City's General Plan Safety Element Objective SA-1.1, P1, which states, "Underground utilities, particularly water and natural gas mains, shall be designed to withstand seismic forces."

Compliance with these policies would reduce potential project-level impact associated with seismic groundshaking to a less than significant level.

*iii) Seismic-related ground failure, including liquefaction? **Determination: Less than Significant Impact with Mitigation Incorporation.***

During the proposed project investigation, liquefaction analyses were performed on soil data that were collected along the pipeline alignments and at the pump station location. The results of the analyses indicate that liquefaction potential is low for the pump station and the alignment south of Parkside Drive. North of Parkside Drive, the liquefaction potential along the pipeline alignment is considered moderate to high because of the presence of shallow groundwater and saturated, relatively loose sand layers. The following mitigation would reduce impacts from seismic-related ground failure to a less than significant level:

- The proposed project would be required to comply with General Plan Safety Element Policy Objective SA-1.1, P2, which states, “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.” Additionally, where practicable, final design of the proposed project would incorporate measures to reduce the potential for liquefaction below the pipeline alignment and would include measures such as compaction of loose soils or “overexcavation” of soils surrounding pipelines so underlying soils could be replaced with compacted fill material.

Adherence to Objective SA-1.1, P2, as well as measures incorporated into design of the proposed project would reduce the potential for liquefaction to a less than significant level.

*iv) Landslides? **Determination: Less than Significant with Mitigation Incorporation.***

Limited potential for landslide events exists for those elements of the proposed project that occur within the foothills of the Diablo Range and nearby steep slopes, such as the abandoned quarry site north of the California Aqueduct on Corral Hollow Road. Construction activities could increase the potential for landslides and overall soil erosion to occur due to site excavation, grading, removal of vegetation, and stockpiling of soil within the proposed project area. The following mitigation would reduce impacts from landslide to a less than significant level:

- The proposed project would comply with standard construction practices and local grading requirements.

Adherence to these measures would reduce potential impacts from landslides to a less than significant level.

b) *Result in substantial soil erosion or the loss of topsoil? **Determination: Less than Significant with Mitigation Incorporation.***

Construction activities would result in ground disturbance to surface areas and stockpiling of excavated materials, and could result in soil erosion or the loss of topsoil. The following mitigation measures would reduce impacts to a less than significant level:

- Project construction activities such as trenching and installing facilities would be conducted to minimize the potential for soil erosion and impacts on topsoil. Topsoil would be separated to the extent practicable and would be replaced during the backfill process. A Stormwater Pollution and Prevention Plan (SWPPP) would be prepared as part of the proposed project, and the City would ensure that best management practices (BMP) are implemented including installation and maintenance of erosion control features. Following the completion of construction, disturbed areas would be stabilized and revegetated as required.
- The SWPPP would include, but not be limited to, the following BMPs:
 - Vegetation would be left in place to the degree possible to reduce potential sedimentation.
 - All stockpiled material would be placed such that potential erosion is minimized.
 - Filter fabric, straw bales, and/or sediment basins would be firmly placed to minimize erosion.
 - Storage areas should be lined with an impermeable material to prevent the release of fuel, oils, grease, or hydraulic fluids in the event of a spill.
 - The storage site should be separated from adjacent surface runoff by containment berms having sufficient dimensions to retain the volume of fluids within the storage area.

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? **Determination: Less than Significant Impact.***

Refer to Responses 4.9(a)(i) through 4.9(a)(iv).

d) *Be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2013), creating substantial risks to life or property? **Determination: Less than Significant Impact.***

Expansive soils are characterized by clay content, plasticity, and exposure to moisture. The Tracy Hills Planning Area, particularly the area west of I-580 is subject to a moderate to high potential for expansive soils depending on the specific soil conditions and location (City, 2011a).

East of I-580, it is expected that the majority of the area that would be affected by the construction of the proposed project is composed of soils of sand and gravel composition with little or no soil expansion potential. However, if any portion of the proposed project occurs in areas with expansive soils, the following mitigation has been incorporated to reduce the expansion potential to a level of less than significant level

During excavation activities and prior to the placement of fill on the site, a certified geotechnical engineer shall be retained by the City’s design engineer to evaluate subgrade soils for the extent of their expansion potential. For areas that contain soft, potentially expansive clays, the soil shall be removed (i.e., over excavated) or stabilized prior to the placement and compaction of fill. Stabilization techniques include, but are not limited to, the placement of 18 inches of 0.5- to 0.75-inch crushed rock over stabilization fabric (such as Mirafi 500X or equivalent), placement of larger, angular stabilization rock (1-to 3-inch, clean) and use of chemical treatments, such as lime to reduce the soil’s expansion potential. In addition, building construction alternatives, such as the use of alternative foundation types (e.g., post-tension and piles) versus end-bearing foundations, shall be considered and implemented where appropriate. Final techniques shall be (1) developed by a certified geotechnical engineer or engineering geologist and (2) reviewed and approved by the City prior to issuance of a grading permit. Therefore, expansive soils would not be a significant design concern for the pipelines and pump station.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? **Determination: No Impact.***

The proposed project would expand and improve upon the City’s existing wastewater infrastructure. No septic tanks or alternative wastewater disposal systems are planned. Therefore, no associated impacts would occur.

4.10 GREENHOUSE GAS EMISSIONS

GREENHOUSE GAS EMISSIONS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? Determination: Less than Significant Impact.*

Climate change refers to any significant change in measures of climate (such as temperature, precipitation, or wind) lasting for an extended period (decades or longer). Climate change may result from (EPA, 2011) the following:

- Natural factors, such as changes in the sun's intensity or slow changes in the earth's orbit around the sun
- Natural processes within the climate system (for example, changes in ocean circulation)
- Human activities that change the atmosphere's composition (for example, through burning fossil fuels) and the land surface (for example, deforestation, reforestation, urbanization, and desertification)

Greenhouse gases (GHG) include the following pollutants (EPA, 2011):

- Carbon dioxide (CO₂) is a naturally occurring gas, and also a byproduct of burning fossil fuels and biomass, as well as land use changes, and other industrial processes. It is the principal anthropogenic GHG that affects the earth's radiative balance.
- Methane (CH₄) has a global warming potential approximately 20 times that of CO₂. CH₄ is produced through anaerobic (without oxygen) decomposition of waste in landfills, animal digestion, decomposition of animal wastes, production and distribution of natural gas and petroleum, coal production, and incomplete fossil fuel combustion.
- Nitrous oxide (N₂O) has a global warming potential approximately 300 times that of CO₂. Major sources of N₂O include soil cultivation practices, especially the use of commercial and organic fertilizers, fossil fuel combustion, nitric acid production, and biomass burning.
- Hydrofluorocarbons (HFC) are compounds containing only hydrogen, fluorine, chlorine, and carbon. HFCs have been introduced as a replacement for the chlorofluorocarbons identified as ozone-depleting substances.
- Perfluorocarbons (PFC) are compounds containing only fluorine and carbon. Similar to HFCs, PFCs have been introduced as a replacement for chlorofluorocarbons. PFCs are also used in manufacturing and emitted as byproducts of industrial processes. PFCs are powerful GHGs.
- Sulfur hexafluoride (SF₆) is a colorless gas soluble in alcohol and ether, and slightly soluble in water. It is a very powerful GHG used primarily in electrical transmission and distribution systems, as well as dielectrics in electronics.

Regulatory Background

Federal

The EPA Mandatory Reporting Rule became effective on December 29, 2009; and sources required to report were to begin collecting data on January 1, 2010. In general, suppliers of fossil fuels or industrial GHGs, manufacturers of vehicles and engines, and facilities that emit 25,000 metric tons or more per year of carbon dioxide equivalent (CO_{2e}) emissions are required to submit annual reports to EPA. The EPA reporting requirements continue to be updated. On November 8, 2010, reporting requirements for petroleum and natural gas systems were finalized.

In addition, the Supreme Court decision in *Massachusetts et al. v. Environmental Protection Agency et al.* (Supreme Court Case 05-1120) found that EPA has the authority to list GHGs as pollutants and to regulate emissions of GHGs under the federal Clean Air Act. On April 17, 2009, EPA found that CO₂, CH₄, N₂O, HFCs, PFCs, and SF₆ may contribute to air pollution and may endanger public health and welfare.

State and Regional

In 2006, the California State Legislature signed the Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32), which provides the framework for regulating GHG emissions in California under AB 32. This law requires ARB to design and implement emission limits, regulations, and other measures such that statewide GHG emissions are reduced in a technologically feasible and cost-effective manner to 1990 levels by 2020. The statewide 2020 emissions limit is 427 million metric tons CO_{2e} (ARB, 2007). CO₂ emissions account for approximately 90 percent of the statewide GHG emissions (ARB, 2007). CH₄, N₂O, HFCs, PFCs, and SF₆ emissions account for the remainder of the statewide GHG emissions (ARB, 2007).

AB 32 mandates that ARB create a scoping plan and implement rules to achieve “real, quantifiable, cost-effective reductions of greenhouse gases.” In December 2008, ARB approved the initial Scoping Plan. The scoping plan includes a range of GHG reduction actions, which include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, market-based mechanisms such as a cap-and-trade system, and an AB 32 cost of implementation fee regulation to fund the program (ARB, 2008). The first regulation adopted by ARB pursuant to AB 32 was the regulation requiring mandatory reporting of GHG emissions. The regulation requires large industrial sources emitting more than 25,000 metric tons of CO₂ per year to report and verify their GHG emissions from combustion of both fossil fuels and biomass-derived fuels.

In May 2014, ARB approved the First Update to the Climate Change Scoping Plan (Update) (ARB, 2014a). The Update identifies opportunities to leverage existing and new funds to further drive GHG emission reductions through strategic planning and targeted low carbon investments. The Update highlights California’s progress toward meeting the “near-term” 2020 GHG emission reduction goals defined in the initial Scoping Plan. It also evaluates how

to align the State's long-term GHG reduction strategies with other state policy priorities for water, waste, natural resources, clean energy, transportation, and land use.

In April 2015, Gov. Brown signed EO B-30-15 that calls for a California GHG reduction target of 40 percent below 1990 levels by 2030. This is the most aggressive GHG emissions reduction goal in North America.

Project Greenhouse Gas Emissions

Climate change is by definition global in scope. Construction of the proposed project would include activities that emit GHGs, such as the use of heavy equipment and associated construction vehicles. Construction would result in a minor, short-term increase in GHG emissions.

The off-road construction equipment emissions of GHGs resulting from construction of Tracy Hills and City Zone 3 project facilities were estimated with CalEEMod emission factors using the same equipment usage assumptions as provided in Response 4.6(a) and included emission factors provided in Appendix D of the CalEEMod User's Guide (CAPCOA, 2013) for the year 2016. Similar to the analysis provided in Response 4.6(a), emissions for the gravity sewer upgrade were not estimated, as they were assumed to be less than those estimated for the Tracy Hills and City Zone 3 facilities.

Emissions associated with workers' commute, onsite working vehicles, and material hauling trucks were estimated using the same methodology as that which is presented in Response 4.6(a). Table 9 summarizes the estimated GHG emissions resulting from construction of the proposed Tracy Hills and City Zone 3 facilities.

**Table 9
Estimated Greenhouse Gas Construction Emissions – Tracy Hills and City Zone 3
Facilities**

Emission Source	CO₂e (metric ton/year)
Off-road Equipment Exhaust	764
Haul Truck/Working Vehicle Exhaust	96
Worker Commute Exhaust	59
Total Construction Emissions	919

Operation is not expected to generate additional indirect GHG emissions beyond what has been previously evaluated in the City's General Plan EIR. The General Plan EIR found that full buildout of the General Plan would result in a significant and unavoidable GHG emissions impact. Additionally, the THSP FSEIR found that implementation of the THSP would result in a significant and unavoidable GHG emissions impact. However, the proposed project is being undertaken to accommodate both existing residents and future growth previously identified in the General Plan and THSP FSEIR, and the proposed project does not represent a new impact beyond what has been previously identified in existing planning documents; therefore, the impact is less than significant.

- b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? **Determination: Less than Significant Impact.***

In February 2011, the City adopted a sustainability action plan (SAP), which is a multi-disciplinary strategy for the City to achieve sustainability and a guide for the City to reduce its GHG emissions and consumption of nonrenewable resources while promoting economic viability. Consistent with the SJVAPCD, the SAP establishes a goal to reduce GHG emissions by a minimum of 29 percent from 2020 business-as-usual levels. The SAP provides sustainability measures, including BMPs, to help achieve the reduction goal. GHG emissions that are expected to result from construction of the proposed project were quantified to illustrate that construction of the project would not conflict with the City’s SAP.

As presented, construction of the proposed project would not conflict with the SAP because construction activities would not generate a substantial amount of GHG emissions (see Table 9). The proposed project would also implement BMPs during project construction, such as limiting the vehicle operation time and maintain equipment in good operation condition, which would also reduce GHG emissions. Additionally, although the proposed project would facilitate anticipated growth, the proposed project does not represent a new impact beyond what has been previously identified in existing planning documents; therefore, the impact is less than significant.

4.11 HAZARDS AND HAZARDOUS MATERIALS

HAZARDS AND HAZARDOUS MATERIALS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

HAZARDS AND HAZARDOUS MATERIALS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? Determination: Less than Significant with Mitigation Incorporation.*

Construction would require the use and transport of some materials classified as hazardous, such as fuels, motor oil, grease, various lubricants, solvents, soldering equipment, and glues. Additionally, fuel replenishment would be required daily for the heavy equipment. Although

quantities handled onsite for all hazardous materials are not expected to be in excess of California Health and Safety Code 25532 (g), the following mitigation measures would reduce any potential impacts from the transport, use, or disposal of hazardous materials:

- As described in the WSMP and WWMP IS/MND, transport of hazardous materials would be subject to Occupational Health and Safety Standards Guidelines (Hazardous Waste Operations and Emergency Response Standard, Title 29 *Code of Federal Regulations* [CFR] Part 1910.120) as well as the Department of Toxic Substances Control (DTSC). Unless specifically exempted, hazardous waste and hazardous material transporters must comply with the California Highway Patrol Regulations, the California State Fire Marshal Regulations, and the U.S. Department of Transportation Regulations. In addition, hazardous waste transporters must comply with Division 20, Chapter 6.5, Articles 6 and 13 of the California Health and Safety Code and Title 22, Division 4.5, Chapter 13 of the *California Code of Regulations*, which are administered by DTSC (<http://www.dtsc.ca.gov/HazardousWaste/Transporters.html>). All of these regulations are designed to minimize the danger of hazardous materials being released and causing a significant hazard to the public or the environment. During operations of the proposed project, it is not anticipated that chemical transport would be required beyond normal existing operations at the existing water treatment and wastewater treatment plants.

Adherence to guidelines discussed above would reduce potential impacts to less than significant levels.

- 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?*
Determination: Less than Significant with Mitigation Incorporation.

It is not anticipated that the proposed project would result in an upset or accidental release of hazardous materials. As previously stated, during the period of construction, hazardous materials would be transported on public roads, which could create a potential for accidental spills of materials. The following mitigation measures would reduce impacts from an accidental spill of materials to a less than significant level:

- As included in Response 4.9(b), an SWPPP would be prepared and would include BMPs to reduce the potential for hazardous materials to enter into stormwater or any water source due to an accidental spill. The SWPPP would establish BMPs for the storage and use of hazardous materials and waste, and spill response procedures. Hazardous materials and waste would be stored in containers that prevent the release of material or hazardous content and within secondary containment, and spill kits would be placed throughout the proposed project area for immediate response to spills, such as those that might occur during onsite refueling. Following initial response, follow-on investigation and cleanup of any spill would be performed in accordance with the SWPPP.

Construction could result in exposure to previously unknown contaminated soil or groundwater within the areas of excavation, including conflicts with or releases from

previously unidentified underground pipelines. If previously unknown contaminated soil or groundwater are discovered, the following mitigation would be implemented:

- The construction contractor would be required to stop the work and notify the City if previously contaminated soil or groundwater is encountered during construction. A mitigation plan will be prepared that is consistent with General Plan Policy Objective SA-4.1, P2, ~~which states, "Design level storage, use, production or storage of hazardous or potentially hazardous materials or substances associated with implementation of the infrastructure improvements. The Development and Engineering Services Department shall ensure that all appropriate measures are implemented in order to reduce the risk of accidental releases of hazardous materials prior to the issuance of a grading permit."~~
- To reduce potential impacts from conflicts with ore accidental releases from pipelines that may traverse the proposed project area, prior to all excavation areas will be prominently marked to identify existing utility pipelines within the construction sites prior to site development and will be maintained through construction. Final markings of newly constructed pipelines will be clearly displayed after work is complete. In addition, the installation of new pipelines over known existing utilities will be minimized to the extent practicable.

Implementation of these measures would reduce impacts resulting from accident conditions involving the release of hazardous materials into the environment to a less than significant level.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? **Determination: Less than Significant Impact.***

There are five schools within 0.25 mile of the proposed upgrade gravity trunk sewer, along Corral Hollow Road between Interstate 205 and West Schulte Road (Jacobson Elementary, Institute for Global Commerce and Government, Tracy Adult School, Villalovo Elementary, and Williams Middle School).

As identified in Responses 5.11(a) and (b), there is the potential for an accidental release of construction-related hazardous materials (for example, petroleum leaks from heavy equipment). However, implementation of appropriate construction BMPs and adherence to General Plan policies and State and federal regulatory requirements regarding the transport, use, and disposal of hazardous materials would minimize any potential risks to existing schools; and therefore, potential impacts would be less than significant.

- 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? **Determination: No Impact.***

The proposed project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5, and is not expected to create a significant hazard to the public or environment. An investigation of the Envirostor database, also known as the Cortese List, did not identify any contaminated sites within the alignment of the proposed project (Envirostor, 2011).

The construction contractor would be required to stop the work and notify the City if contaminated soil or groundwater is encountered during construction. Additional investigations and mitigation measures will be required based on the results of the initial investigation. Regardless of the results of the investigation, any hazardous materials that are found during construction of the proposed project would be handled in compliance with applicable laws and regulations regarding transport, handling, disposal, and storage. All federal, State, and local reporting requirements would be followed regarding the use of hazardous and nonhazardous materials at the proposed project site.

- 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 for people residing or working in the project area? **Determination: Less than Significant Impact.***

A large majority of the proposed project is located within the Tracy Municipal Airport Influence Area (SJCOG, 2013) and within 2 miles of the airport. The Tracy Municipal Airport is a general aviation airport owned by the City and managed by the Public Works Department. The proposed project would be a compatible use of land within the Airport Influence Area. Project facilities would be primarily underground and would not present any potential for safety hazards. During construction of the proposed project, worker exposure to air traffic noise would be limited given the municipal nature of the airport and distance from the facility. All construction personnel would be required to follow Occupational Health and Safety Standards Guidelines with respect to noise exposure. Accordingly, potential temporary impacts would be less than significant.

- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? **Determination: No Impact.***

There are no private airstrips located within the Tracy Planning Area. Therefore, no impacts would occur.

- g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? **Determination: Less than Significant Impact.***

Project implementation is not expected to significantly affect emergency response plans or emergency evacuation plans. During the construction phase of the proposed project, temporary single lane and full road closures would be required, which could require emergency response vehicles to use detour routes. As identified in Section 3.2.4, a TCP would be prepared as part of the proposed project that would allow the continued vehicular use of the existing roadways or relegate traffic to agency-approved detour routes around the

construction site. Construction located outside of the ROW (pump station and associated access road) would not result in adverse impacts because as there is no existing development within those areas; thus, emergency vehicles would not require entry. Therefore, potential impacts would be less than significant.

- h) *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? **Determination: No Impact.***

The proposed pump station and westbound section of the force main would be located within undeveloped open space and grazing land. However, the proposed project components would not increase exposure or risk to persons or structures as a result of wildfire.

4.12 HYDROLOGY AND WATER QUALITY

HYDROLOGY AND WATER QUALITY – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

HYDROLOGY AND WATER QUALITY – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
of surface runoff in a manner which would result in flooding on- or off-site?				
e) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- a) *Violate any water quality standards or waste discharge requirements? Determination: Less than Significant with Mitigation Incorporation.*

Short-term construction operations could result in impacts on water quality due to the discharge of pollutants such as sediment from grading operations, oil and grease from equipment, trash from worker and construction activities, and other substances. The following mitigation would reduce impacts to water quality to a less than significant level:

- Prior to construction commencing, a SWPPP would be developed that would specify BMPs to prevent construction pollutants and debris from contacting storm water and/or entering into any waterways (see measure listed under 4.9(b)).

Implementation of the SWPPP and BMPs would reduce potential impacts on water quality to a less than significant level.

- b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?* **Determination: Less than Significant Impact.**

During construction, it is anticipated that a negligible amount of groundwater would be encountered, and localized dewatering of the construction site would not be required. Additionally, the proposed water facilities would not create a new demand for groundwater; rather they would facilitate future needs identified in existing General Plan and THSP planning documents; therefore, any impacts would be less than significant.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?* **Determination: Less than Significant Impact.**

Temporary construction activities could potentially temporarily alter the existing drainage pattern of the proposed project site. Once construction is complete, disturbed areas would be re-contoured to the extent practicable to preconstruction conditions. Additionally, all construction activity would adhere to BMPs as specified in the project-specific SWPPP, as well as comply with local grading permit requirements; therefore, the impact would be less than significant.

- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on or off-site?* **Determination: Less than Significant Impact.**

Refer to Response 4.12(c).

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?* **Determination: Less than Significant Impact.**

Refer to Response 4.12(c) and Response 4.20(c) in the Utilities and Service Systems section.

- f) *Otherwise substantially degrade water quality?* **Determination: Less than Significant Impact.**

Refer to Response 4.12(a).

- g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? **Determination: No Impact.***

The proposed project does not include the construction of housing. Therefore, no impacts would occur.

- h) *Place within a 100-year flood hazard area structures which would impede or redirect flood flows? **Determination: No Impact.***

The proposed project does not include the construction of structures within any flood-designated areas; therefore, no impact would occur.

- i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? **Determination: No Impact.***

The proposed project is not located within a dam inundation risk area, as shown on Figure 8-3 of the 2011 General Plan; therefore, no impact would occur.

- j) *Inundation by seiche, tsunami, or mudflow? **Determination: No Impact.***

The City and proposed project area are not located near areas likely to be affected by seiche flooding or tsunami; therefore, no impact would occur.

4.13 LAND USE AND RELEVANT PLANNING

LAND USE AND PLANNING – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:***a) Physically divide an established community? Determination: No Impact.***

The proposed project would not physically divide an established community. The majority of permanent Project components would be located below ground and within the existing Corral Hollow Road ROW, or on land that is not yet developed.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? Determination: No Impact.

As previously described in Section 2, the proposed project is being implemented to accommodate growth that is projected by the City's General Plan. Therefore, the potable water facilities associated with the proposed project are consistent with the goals and objectives contained in the Public Facilities and Services Element of the General Plan, Objective PF-6.3, Policy P4, "All new water facilities shall be designed to accommodate expected capacity for buildout of areas served by these facilities but may be constructed in phases to reduce initial and overall costs."

The wastewater facilities are also consistent with the following goals and objectives in the Public Facilities and Services Element of the General Plan:

- Objective PG-7.1, Policy P1, "The City shall maintain wastewater conveyance, treatment and disposal infrastructure in good working condition in order to supply municipal sewer service to the City's residents and businesses."
- Objective PF-7.3, Policy P1, "Wastewater collection and treatment facilities shall be designed to serve expected buildout of the areas served by these facilities but constructed in phases to reduce initial and overall costs."
- Objective PF-7.3, Policy P2, "The City shall construct new wastewater trunk lines as needed."

In addition, the wastewater pump station and aboveground portion of the PG&E pipeline is within Zone 7 (traffic patten zone) of the 2013 San Joaquin Airport Land Use Compatibility Plan (ALUCP) (SJCOG, 2013). Other belowground facilities, including the force mains, gravity trunk sewer, and potable water facilities would occur within zones 7, 3 (inner turning zone), 2 (inner approach/departure zone), and 1 (runway protection zone). However, the project does not include the direct placement of housing within any of these zones, and no conflicts would occur with the ALUCP.

Because the proposed project is consistent with local plans and policies concerning infrastructure development to support anticipated growth, the proposed project would have no impact on local plans and policies.

- c) *Conflict with any applicable habitat conservation plan or natural community conservation plan? **Determination: Less than Significant Impact.***

The 2000 SJMSCP was prepared to address the need for listed species and habitat protection while promoting quality of life for a growing population of residents within the county. According to the THSP FSEIR, the majority of the proposed project is located within the jurisdiction of the SJMSCP. Project proponents would continue to work with the San Joaquin Council of Government regarding project implementation with regard to the SJMSCP, as stated in Response 4.7(f); therefore, the impact would be less than significant.

4.14 MINERAL RESOURCES

MINERAL RESOURCES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- 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? **Determination: Less than Significant Impact.***

The General Plan EIR found that development of urban uses permitted under the proposed General Plan through buildout could affect land with important mineral resources, which could result in significant loss of mineral resources and the loss of availability of locally important mineral resource recovery sites. The proposed infrastructure would accommodate the growth envisioned by the General Plan. Thus, the proposed project would not be expected to result in any greater impacts than identified in the General Plan EIR; therefore, the impact would be less than significant.

- 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? **Determination: No Impact.***

Refer to Response 4.14(a).

4.15 NOISE

NOISE – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? **Determination: Less than Significant with Mitigation Incorporation.***

Construction activities would temporarily introduce new noise-generating sources adjacent to and within the vicinity of sensitive receptors such as residential neighborhoods that are located along Corral Hollow Road. During construction, temporary intermittent increases in noise levels would occur due to vehicle back-up warning devices and general construction noise. Noise levels generated from construction equipment at a distance of 50 feet generally ranges from 79 dBA (decibels [A-weighted scale]) for equipment such as front loaders; 80 dBA for dozers; and 101 dBA for impact pile driving (EPA et al., 1987, as cited in City, 2012). Although typical noise levels generated by the construction activities would be audible to the nearest sensitive receptor, increases to noise levels would be temporary and would cease upon completion of construction. Construction would be implemented in accordance with Objective N-1.2, Policy 4 of the City's General Plan which states, "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 mitigation measures would be implemented as part of the proposed project to further reduce the impacts from noise to a less than significant level:

- To the extent possible, all mechanical equipment would be oriented away from the nearest noise sensitive receptors.
- All mechanical equipment would be screened and enclosed to minimize noise.
- Construction contracts would specify that all construction equipment, fixed or mobile, should be equipped with properly operating and maintained mufflers and other State-required noise attenuation devices.
- All residential units located within 500 feet of the construction site would be sent a notice regarding the construction schedule of the proposed project. A sign, legible at a distance of 50 feet would also be posted at the construction site. All notices and signs would indicate the dates and duration of construction activities, as well as provide a telephone number where residents can inquire about the construction process and register complaints.
- A "noise disturbance coordinator" would be established. The disturbance coordinator would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (for example, starting too early or a bad muffler) and would be required to verify that noise-related mitigation measures have been implemented. All notices that are sent to residential units within 500 feet of the construction site and all signs posted at the construction site would list the telephone number for the disturbance coordinator.
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas,

and using electric air compressors and similar power tools, rather than diesel equipment, would be used where feasible.

- During construction, stationary construction equipment would be placed such that emitted noise is directed away from sensitive noise receivers.
- Operation of equipment requiring use of back-up beepers would be avoided near sensitive receptors to the extent feasible during nighttime hours (10:00 p.m. to 7:00 a.m.).
- If impact equipment (for example, jack hammers, pavement breakers, and rock drills) is used during construction, hydraulically or electric-powered equipment would be used wherever feasible to avoid the noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed-air exhaust would be used (a muffler can lower noise levels from the exhaust by up to about 10 dBA).

Once completed, the site would be restored to pre-project conditions and would not result in any noticeable increases to ambient noise levels within the proposed project area. Impacts would be less than significant with the implementation of the mitigation identified above.

- b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? **Determination: Less than Significant with Mitigation Incorporation.***

Refer to Response 4.15(a). Similar to temporary noise impacts, construction could result in groundborne vibration during grading and construction. Implementation of listed mitigation measures would reduce the impact to less than significant.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? **Determination: No Impact.***

Operation of the proposed water and wastewater conveyance pipelines would all occur below ground. Additionally, aboveground facilities such as the proposed pump station would not cause any noticeable increases to ambient noise levels. Any future construction activity for maintenance is anticipated to comply with acceptable City standards.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? **Determination: Less than Significant with Mitigation Incorporation.***

Refer to Response 4.15(a).

- 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 expose people residing or working in the project area to excessive noise levels? **Determination: Less than Significant Impact.***

As stated in Response 4.11(e), a majority of the proposed project is located within the Tracy Municipal Airport Influence Area (SJCOG, 2013) and would occur within 2 miles of the airport. During construction of the proposed project, workers would be temporarily exposed to air traffic noise (which is anticipated to be minimal given the relative infrequency of flights as well as distance from the airport). Given that construction of the proposed project would be temporary (maximum approximate 7-month duration) and construction personnel would be required to follow Occupational Health and Safety Standards Guidelines with respect to noise exposure, potential temporary impacts would be less than significant. Once complete, the proposed project would be compatible with existing land uses within the Airport Influence Area and would not directly result in a safety hazard for people residing or working in the proposed project area.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? **Determination: No Impact.**

The nearest private airstrip to the proposed project is over 5 miles from the proposed project site; therefore, no impact is expected to occur.

4.16 POPULATION AND HOUSING

POPULATION AND HOUSING – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial 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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Would the Project:

- a) *Induce substantial 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)?*
Determination: Less than Significant Impact.

The proposed project would provide water and wastewater utility infrastructure to accommodate existing and anticipated future development identified in the City’s General Plan. The 2010 Re-circulated General Plan EIR anticipated “significant growth” resulting from implementation of the full buildout scenario, and resulting impacts were determined to be significant and unavoidable (City, 2010). As previously mentioned, the approved THSP was proposed as one of several new developments to accommodate anticipated population growth.

Because the proposed project would be constructed in accordance with previously approved plans for development, implementation of the proposed project would not directly induce any new or additional population growth not previously identified and would result in no additional significant impacts.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?* **Determination: No Impact.**

There would be no displacement of existing housing or need for replacement housing as a result of the proposed project. Proposed components, including temporary staging areas, would be located within nonresidential parcels and existing ROW. Therefore, no impacts would occur.

- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?* **Determination: No Impact.**

Refer to Response 4.16(b). No impacts would occur.

4.17 PUBLIC SERVICES

PUBLIC SERVICES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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- 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

PUBLIC SERVICES – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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:*

i) *Fire protection? **Determination: Less than Significant Impact.***

The proposed project would not directly result in substantial adverse physical impacts on public services, but could cause delays in response time for fire departments due to pipeline construction along Corral Hollow Road. During construction, intermittent single lane and full road closures may occur for up to 4 months at a time, causing traffic to be rerouted. However, as described in Response 4.19(a), detour plans and road closures would be coordinated with the City’s traffic engineer and City service departments (for example, Tracy Fire Department and City of Tracy Police Department) prior to commencement of construction requiring road closures and detour routes.

ii) *Police protection? **Determination: Less than Significant Impact.***

Refer to Response 4.14(a)(i).

iii) *Schools? **Determination: Less than Significant Impact.***

Refer to Response 4.14(a)(i).

iv) *Parks? **Determination: Less than Significant Impact.***

Refer to Response 4.14(a)(i).

v) *Other public facilities? Determination: Less than Significant Impact.*

Refer to Response 4.14(a)(i).

4.18 RECREATION

RECREATION – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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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?

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?

a) *Would the proposed 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? Determination: No Impact.*

The proposed facilities would not increase use of existing parks or recreational facilities, either directly or indirectly. Therefore, no impacts would occur.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment? Determination: No Impact.*

The proposed facilities would not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, no impact would occur.

4.19 TRANSPORTATION AND TRAFFIC

TRANSPORTATION/TRAFFIC – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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a) Conflict with an applicable plan,

TRANSPORTATION/TRAFFIC – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
<p>ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</p>				
<p>b) Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads and highways?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) Result in inadequate emergency access?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Project:

- a) *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*
Determination: Less than Significant Impact with Mitigation Incorporation.

Construction would require the temporary intermittent closure(s) of lanes, as well as full road closures along Corral Hollow Road. These temporary closures would occur for the duration of construction, with each full closure occurring for up to 4 months. During road closures, existing traffic would likely be detoured to adjacent roadways. The TCP included as part of the proposed project would be implemented to minimize impacts on through traffic. Based on the City's level of service (LOS) standards as included in Objective CIR 1.3, Policy P.3, during construction of intersection improvements or improvement projects that have been funded but not yet constructed, the LOS may temporarily fall below the City's LOS D standard.

During construction, up to 40 workers would be onsite at any time for both phases. Construction equipment, vehicles, personnel, and materials would be transported from the construction staging areas (potential locations are shown on Figures 2 through 5) to required work areas as necessary. As a conservative estimate, it assumed that none of the construction workers would carpool. Therefore, the construction workforce would generate 80 average daily trips (ADT), 20 morning peak hour trips and 20 afternoon/evening peak hour trips. Equipment use would be planned to optimize onsite staging and reduce offsite traffic and travel. It is assumed that a maximum of 75 offsite truck trips would be generated per day and would be scheduled to occur outside of peak hours to the extent practicable. Construction-related workforce traffic (employee travel to and from the site) and material deliveries would be of short duration. Given the small number of added trips, the proposed project would have a negligible impact on roadway and intersection operations. The proposed project would include the following measure to further reduce impacts on traffic to a less than significant level:

- A traffic control plan would be prepared and reviewed by the City prior to construction.

With implementation of the TCP, as well as the negligible increase construction traffic would create to Corral Hollow Road, the proposed project would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, and impacts would be less than significant.

Operation of the proposed project would not require the assignment of new personnel; therefore, operation and periodic maintenance would have no impact on local roadways.

- b) *Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures, or other standards established by the county congestion*

*management agency for designated roads or highways? **Determination: Less than Significant Impact.***

Implementation of the TCP would minimize the temporary impacts from road closures along Corral Hollow Road. As stated in Response 4.19(a), based on the City's LOS standards, during construction of intersection improvements or improvement projects that have been funded but not yet constructed, the LOS may temporarily fall below the City's LOS D standard.

Additionally, as stated above, given the small number of project-added trips, the proposed project would have a negligible impact on roadway and intersection operations during construction. O&M of the proposed project would not affect traffic on roadways because there would be no new permanently assigned personnel. Therefore, the proposed project would not conflict with an applicable program, standards, or measures for designated roads or highways. Impacts from the proposed project would be less than significant.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? **Determination: No Impact.***

The proposed project does not involve any changes to air traffic patterns. There would be no impact.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? **Determination: No Impact.***

Construction of the Project requires crossing an existing UPRR at two locations: one near the intersection of West Linne Road and Corral Hollow Road, and the other north of Byron Road. The crossings would be installed with a trenchless pipe jacking method. Installation of the pipeline at these locations would be accomplished in accordance with the required engineering specifications; and safety measures would be implemented to ensure the safety of personnel, property, rail operations, and the public. Early consultation with the railroads would be conducted as part of the proposed agency coordination. Therefore, no impacts would occur.

- e) *Result in inadequate emergency access? **Determination: Less than Significant Impact.***

The TCP would be implemented to minimize impacts on emergency access, including notifying emergency responders prior to construction and ensuring access for emergency vehicles to and around the construction area for the proposed project. All applicable local, State, and federal traffic control measures would be followed to ensure the safety of local and construction traffic. With implementation of the TCP, impacts on emergency access would be less than significant.

- f) *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? **Determination: Less than Significant Impact.***

Construction of the proposed project would require the temporary intermittent closure of Corral Hollow Road from approximately West Linne Road up to the railroad track just north of Parkside Drive. Sidewalks and a Class II bike lane are located on several segments of Corral

Hollow Road. Public transit also operates near the proposed project construction area. The TCP will be implemented to minimize impacts on bicycle facilities by maintaining access to transit, bicycle, and pedestrian facilities along the proposed project construction area during potential full road closures or providing an alternate route. The TCP will also include procedures for notifying and coordinating with all affected agencies in advance of construction activities, including transit operators. Impacts on policies, plans, or programs supporting alternative transportation would be less than significant.

Operation of the proposed project would not be expected to conflict with adopted policies, plans, or programs supporting alternative transportation because there would be no permanent changes related to alternative transportation.

4.20 UTILITIES AND SERVICE SYSTEMS

UTILITIES AND SERVICE SYSTEMS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

UTILITIES AND SERVICE SYSTEMS – Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
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project’s projected demand in addition to the provider’s existing commitments?

f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

g) Comply with federal, state, and local statutes and regulations related to solid waste?

Would the Project:

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*
Determination: Less than Significant Impact.

The proposed project is being undertaken to provide new and upgraded conveyance facilities to accommodate approved future developments as well as existing residential and commercial land uses. The proposed project would convey new wastewater generated from the THSP development to the existing wastewater treatment Plant. The existing plant currently has a capacity of 10.8 mgd, which is not adequate to serve the proposed development. The THSP development project is estimated to contribute an average daily flow of between 2.66 and 5.9 mgd (City, 1998; City, 1997).

In December 2012 the Tracy City Council adopted the WWMP, which outlines wastewater generation factors and presents future wastewater flows and loadings to be used within the City and its future service areas. The WWMP considers THSP a future service area WWMP. Conclusions and recommendations in the WWMP assume implementation of the THSP.

The proposed THSP FSEIR includes an update to the wastewater system (conveyance and treatment) consistent with the recommended improvements presented in the City’s WWMP. An update of the WWMP provides that Tracy Hills development would be served by the City’s wastewater treatment plant.

Because the conveyance system for the Tracy Hills Development has been planned for and evaluated by the WWMP and its related environmental documentation, it was determined in the THSP FSEIR that there is sufficient conveyance capacity to serve both the initial phase of development and buildout of the THSP.

The THSP FSEIR identified that the Tracy Hills development has the potential to cause an exceedance of existing plant capacity. As outlined in the THSP FSEIR, a Development

Agreement would be established between the THSP project applicant and the City. The Development Agreement provides for the expansion of wastewater facilities in coordination with development of the THSP project such that THSP does not create a demand for wastewater treatment that is not available. However, without the payment of applicable impact fees, the impact of the THSP on the treatment plant would be significant. As such, impacts to wastewater treatment requirements have been evaluated based on the revisions to the WWMP in the THSP FSEIR.

Because the proposed project is being implemented to accommodate growth from the THSP as identified in the City's General Plan, the project does not represent a new impact beyond what has been previously identified in the existing planning documents.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? **Determination: Less than Significant Impact.***

Refer to Response 4.20(a) regarding the expansion of wastewater treatment facilities. As part of the proposed project, new water conveyance facilities are being constructed that would serve the THSP development area. Similar to the wastewater facilities, the proposed project is being undertaken to accommodate growth previously identified the General Plan as well as the THSP FSEIR. The proposed project would not create a new impact beyond what has been previously identified in the existing planning documents.

- c) *Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? **Determination: Less than Significant Impact.***

No stormwater drainage facilities or expansion of existing facilities is necessary as part of the proposed project. Runoff from minor increases to impermeable surface from construction of aboveground components would be minimal, and an SWPPP would be prepared to address any potential temporary increases in discharge during construction.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? **Determination: No Impact.***

As stated in Section 2.2, the primary objective for the proposed project is to construct the necessary water infrastructure for the Tracy Hills development. Existing water supplies would be sufficient to supply any minor need for water to support construction of the proposed project; therefore, no impacts would occur.

- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? **Determination: Less than Significant Impact.**

Refer to Response 4.20(a).

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? **Determination: Less than Significant Impact.**

For both phases of construction, the proposed project would generate an estimated 13,000 cubic yards of construction-related materials that would require disposal; onsite reuse of excavated soil would occur where feasible (for example, trench backfill material). The generation of waste would be temporary and would cease upon completion of construction. Solid waste generation during operation of the proposed facilities would not result in a significant increase in waste for disposal in area landfills. Disposal of all project-specific solid waste would be in compliance with relevant adopted programs and federal, State, and local regulations. Therefore, less than significant impacts would occur.

- g) Comply with federal, state, and local statutes and regulations related to solid waste? **Determination: Less than Significant Impact.**

Refer to Response 4.20(f).

4.21 MANDATORY FINDINGS OF SIGNIFICANCE (TO BE DETERMINED)

MANDATORY FINDINGS OF SIGNIFICANCE –	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

MANDATORY FINDINGS OF SIGNIFICANCE –	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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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)?

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

The following findings have been made, regarding the mandatory findings of significance set forth in Section 15065 of the CEQA Guidelines, based on the results of this environmental assessment:

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? **Determination: Less than Significant with Mitigation Incorporation.***

As discussed in Section 4.7 (Biological Resources) of this IS, the proposed project could result in potentially significant impacts on the environment; however, proposed mitigation measures would reduce all impacts to a level of less than significant.

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)? **Determination: Less than Significant with Mitigation Incorporation.***

The proposed project would be in compliance with City policies and ordinances, and would implement mitigation measures as discussed. Therefore, the proposed project would result in a less than significant impact on biological resources, cultural resources, geology and soils, hazardous materials, hydrology and water quality, noise, and traffic and transportation, and would not result in cumulatively considerable environmental impacts.

c) *Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly? **Determination: Less than Significant with Mitigation Incorporation.***

As indicated above, the proposed project would not result in substantial environmental effects on human beings. Mitigation measures are identified that would reduce potential significant impacts related to cultural resources, noise, and transportation and traffic. Compliance with measures as well as City policies and ordinances would ensure the proposed project would not result in impacts that would cause substantial adverse effects on human beings, either directly or indirectly.

5.0 DETERMINATION

(To be completed by the Lead Agency)

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.
- 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 the mitigation measures described on an attached sheet have been added to the proposed project. 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 significant effect(s) 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, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” 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, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

Signature: _____

Date: _____

Printed Name: Kuldeep Sharma,
 Utilities Director

For: City of Tracy
 Department of Development and Engineering Services

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Appendix A
National Ambient Air Quality Standards and
California Ambient Air Quality Standards

Ambient Air Quality Standards

Pollutant	Averaging Time	CAAQS ^a	NAAQS ^b	
			Primary ^c	Secondary ^c
Ozone ^d	8 hours	0.07 ppm	0.070 ppm	0.070 ppm
	1 hour	0.09 ppm	—	—
Respirable Particulate Matter (PM ₁₀) ^e	Annual arithmetic mean	20 µg/m ³	—	—
	24 hours	50 µg/m ³	150 µg/m ³	150 µg/m ³
Fine Particulate Matter (PM _{2.5}) ^e	Annual arithmetic mean	12 µg/m ³	12 µg/m ³	15 µg/m ³
	24 hours	—	35 µg/m ³	35 µg/m ³
Carbon Monoxide	8 hours	9 ppm	9 ppm	—
	1 hour	20 ppm	35 ppm	—
Nitrogen Dioxide ^f	Annual arithmetic mean	0.03 ppm	0.053 ppm	0.053 ppm
	1 hour	0.18 ppm	100 ppb	—
Sulfur Dioxide ^g	Annual arithmetic mean	—	0.030 ppm	—
	24 hours	0.04 ppm	0.14 ppm	—
	3 hours	—	—	0.5 ppm
	1 hour	0.25 ppm	75 ppb	—
Lead ^{h,i}	Rolling 3-month average	—	0.15 µg/m ³	0.15 µg/m ³
	Calendar quarter 30-day average	—	1.5 µg/m ³	1.5 µg/m ³
		1.5 µg/m ³	—	—
Visibility-Reducing Particles ^j	8 hours	i	—	—
Sulfates	24 hours	25 µg/m ³	—	—
Hydrogen Sulfide	1 hour	0.03 ppm	—	—
Vinyl Chloride ^h	24 hours	0.01 ppm	—	—

^a California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM₁₀, PM_{2.5}, and visibility-reducing particles) are values that are not to be exceeded. All others are not to be equaled or exceeded. CAAQS are listed in the Table of Standards in Section 70200 of 17 *California Code of Regulations*.

^b National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over 3 years, is equal to or less than the standard. For PM₁₀, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m³ is equal to or less than 1. For PM_{2.5}, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over 3 years, are equal to or less than the standard. Contact EPA for further clarification and current national policies.

^c Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based on a reference temperature of 25 degrees Celsius and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25 degrees Celsius and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.

^d On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.

^e On December 14, 2012, the national annual PM_{2.5} primary standard was lowered from 15 µg/m³ to 12.0 µg/m³. The existing national 24-hour PM_{2.5} standards (primary and secondary) were retained at 35 µg/m³, as was the annual secondary standard of 15 µg/m³. The existing 24-hour PM₁₀ standards (primary and secondary) of 150 µg/m³ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.

^f To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards, the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.

Ambient Air Quality Standards

Pollutant	Averaging Time	CAAQS ^a	NAAQS ^b	
			Primary ^c	Secondary ^c

^g On June 2, 2010, a new 1-hour sulfur dioxide standard was established, and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 sulfur dioxide national standards (24-hour and annual) remain in effect until 1 year after an area is designated for the 2010 standard; except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.

Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard, the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

^h ARB has identified lead and vinyl chloride as “toxic air contaminants” with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

ⁱ The national standard for lead was revised on October 15, 2008, to a rolling 3-month average. The 1978 lead standard (1.5 µg/m³ as a quarterly average) remains in effect until 1 year after an area is designated for the 2008 standard; except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.

^j In 1989, ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are “extinction of 0.23 per kilometer” and “extinction of 0.07 per kilometer” for the statewide and Lake Tahoe Air Basin standards, respectively.

Source: ARB, 2015

Notes:

µg/m³ = micrograms per cubic meter

ppb = parts per billion (by volume)

ppm = parts per million (by volume)

Appendix B

Emissions Calculations

Table AQ-1

Construction Emissions Summary

City of Tracy Corral Hollow Road Utility Improvements Project

Estimated Construction Emissions – Tracy Hills and Zone 3 facilities

Construction Year 2016	Criteria Pollutant Emissions (lb/day)						GHG Emissions (lb/day)
	VOC	CO	NOx	SOx	PM ₁₀	PM _{2.5}	CO ₂ e
Offroad Equipment Exhaust	14.3	83.4	161	0.18	7.21	6.67	19,179
Haul Truck/Working Vehicle Exhaust	0.11	1.22	9.9	0.021	0.57	0.25	2250
Worker commute exhaust	0.14	4.47	0.45	0.006	0.64	0.17	629
Fugitive Dust	-	-	-	-	60.1	12.5	-
Total Emissions	14.6	89	171	0.21	68.5	19.6	22,058

Construction Year 2016	Criteria Pollutant Emissions (tons/year)						GHG Emissions (metric tons/year)
	VOC	CO	NOx	SOx	PM ₁₀	PM _{2.5}	CO ₂ e
Offroad Equipment Exhaust	0.64	3.85	6.97	0.008	0.32	0.30	764
Haul Truck/Working Vehicle Exhaust	0.005	0.058	0.47	0.001	0.030	0.013	96
Worker commute exhaust	0.014	0.46	0.05	0.001	0.065	0.017	59
Fugitive Dust	-	-	-	-	5.93	1.23	-
Project Emissions	0.66	4.37	7.49	0.010	6.35	1.56	919

Table AQ-2

Water Pipelines Construction Emissions

City of Tracy Corral Hollow Road Utility Improvements Project

Equipment / Vehicle List ^a	Equipment / Vehicle Type	Quantity/Trips per Day ^a	Number of Days Used ^a	Hours per Day ^a	Miles per Trip ^a	Emissions (lbs/day) ^b							Emissions (tons/project) ^b						Emissions (metric tons/project) ^b
						VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}	VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}
Crane	Construction Equipment	2	10	8	--	1.44	5.97	17.1	0.01	0.77	0.712	1,181	0.01	0.03	0.09	0.00	0.00	0.00	5.36
Bore & Jack	Construction Equipment	1	10	8	--	0.35	2.06	5.27	0.01	0.15	0.142	919	0.00	0.01	0.03	0.00	0.00	0.00	4.17
Excavator	Construction Equipment	1	146	8	--	0.39	3.45	4.46	0.01	0.22	0.202	557	0.03	0.25	0.32	0.00	0.02	0.01	36.8
Concrete Truck	Construction Equipment	2	146	2	--	0.47	2.53	5.43	0.01	0.20	0.188	689	0.03	0.18	0.40	0.00	0.01	0.01	45.5
Backhoe	Construction Equipment	2	146	4	--	0.34	2.44	3.29	0.00	0.25	0.233	329	0.03	0.18	0.24	0.00	0.02	0.02	21.8
Loader	Construction Equipment	1	146	4	--	0.17	1.22	1.64	0.00	0.13	0.116	165	0.01	0.09	0.12	0.00	0.01	0.01	10.9
Compactor	Construction Equipment	2	146	4	--	0.04	0.21	0.25	0.00	0.01	0.010	34.6	0.00	0.02	0.02	0.00	0.00	0.00	2.28
Forklift	Construction Equipment	1	146	2	--	0.06	0.32	0.49	0.00	0.04	0.038	40	0.00	0.02	0.04	0.00	0.00	0.00	2.64
Onsite Haul Truck	Construction Equipment	2	146	4	--	0.94	5.05	10.9	0.01	0.41	0.377	1,377	0.07	0.37	0.79	0.00	0.03	0.03	91
Generator	Construction Equipment	1	146	2	--	0.16	0.95	1.21	0.00	0.08	0.085	156	0.01	0.07	0.09	0.00	0.01	0.01	10.3
Water Truck	Construction Equipment	1	146	2	--	0.24	1.26	2.71	0.00	0.10	0.094	344	0.02	0.09	0.20	0.00	0.01	0.01	22.7
Concrete Truck	T6 Instate Construction Heavy - Diesel	6	146	2	20	0.02	0.27	2.11	0.00	0.14	0.058	450	0.00	0.02	0.15	0.00	0.01	0.00	29.7
Water Truck	T6 Utility - Diesel	1	146	2	20	0.00	0.01	0.19	0.00	0.02	0.006	75.2	0.00	0.00	0.01	0.00	0.00	0.00	4.97
Pipeline Delivery Tractor/Trailer ^d	T6 Instate Construction Heavy - Diesel	2	120	--	20	0.01	0.09	0.70	0.00	0.05	0.019	149.9	0.00	0.01	0.04	0.00	0.00	0.00	8.16
Fugitive Dust ^e	Onsite Cut/Fill (yd ³)	16,333	146	--	--	--	--	--	--	4.10	0.85	--	--	--	--	--	0.30	0.06	--
Fugitive Dust ^f	Disturbed Surface (acres)	2,673	206	--	--	--	--	--	--	20.9	4.34	--	--	--	--	2.14	0.45	--	--
Total Emissions	--	--	--	--	--	4.63	25.8	55.7	0.062	27.5	7.5	6,468	0.22	1.34	2.53	0.00	2.57	0.62	296

Notes:

-- = Parameter not required for computing emissions.

^a Equipment / Vehicle List, Quantity, Number of Days Used, Hours per Day, and Miles per Day provided by CH2M HILL project engineers on 12/21/2013. Onsite cut/fill and disturbed surfaces are expected for 146 days per information provided by CH2M HILL project engineers on 12/21/2013.^b The following conversion factors were used to estimate emissions:

1 lb =	453.6	g
1 metric ton =	2,204.62	lbs
1 ton =	2,000	lbs

^c PM₁₀ and PM_{2.5} emissions include paved road fugitive dust emissions associated with onroad travel.^d Pipeline deliveries for the entire Utility Improvements Project are accounted for on this tab^e Per data provided by the CH2M HILL project engineers on 12/21/2013, onsite cut/fill is expected to be 4 ft wide x 8 ft deep x 14,181 linear feet long (of which 13,781 linear feet would be exposed). Twice the volume of excavated soil was used because that same volume would be used as backfill. The onsite cut/fill estimate was converted from cubic-feet (ft³) to cubic-yards (yd³) using the following conversion factor:

$$1 \text{ yd}^3 = 27 \text{ ft}^3$$

^f An area of 28 acres may be disturbed during this project provided by CH2M HILL project engineers on 12/21/2013. Using the assumptions in Appendix A of the *Software User's Guide: URBEMIS2007 for Windows* (ISA, 2007), up to 25% of this area could be disturbed on the worst-case day.

Table AQ-3

Pump Station Construction Emissions

City of Tracy Corral Hollow Road Utility Improvements Project

Equipment / Vehicle List ^a	Equipment / Vehicle Type	Quantity/Trips per Day ^a	Number of Days Used ^a	Hours per Day ^a	Miles per Trip ^a	Emissions (lbs/day) ^b							Emissions (tons/project) ^b					Emissions (metric tons/project) ^b	
						VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}	VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}
Crane	Construction Equipment	1	110	6	--	0.54	2.24	6.40	0.00	0.29	0.27	443	0.03	0.12	0.35	0.00	0.02	0.01	22.1
Excavator	Construction Equipment	1	30	8	--	0.39	3.45	4.46	0.01	0.22	0.20	557	0.01	0.05	0.07	0.00	0.00	0.00	7.6
Concrete Truck	Construction Equipment	2	80	2	--	0.47	2.53	5.43	0.01	0.20	0.19	689	0.02	0.10	0.22	0.00	0.01	0.01	25.0
Loader	Construction Equipment	1	25	8	--	0.34	2.44	3.29	0.00	0.25	0.23	329	0.00	0.03	0.04	0.00	0.00	0.00	3.74
Compactor	Construction Equipment	1	5	8	--	0.04	0.21	0.25	0.00	0.01	0.01	34.6	0.00	0.00	0.00	0.00	0.00	0.00	0.08
Forklift	Construction Equipment	1	130	2	--	0.06	0.32	0.49	0.00	0.04	0.04	40	0.00	0.02	0.03	0.00	0.00	0.00	2.36
Generator	Construction Equipment	1	130	2	--	0.16	0.95	1.21	0.00	0.08	0.08	156	0.01	0.06	0.08	0.00	0.01	0.01	9.21
Water Truck	Construction Equipment	1	20	2	--	0.24	1.26	2.71	0.00	0.10	0.09	344	0.00	0.01	0.03	0.00	0.00	0.00	3.12
Concrete Truck	T6 Instate Construction Heavy - Diesel	6	80	--	20	0.02	0.27	2.11	0.00	0.14	0.06	450	0.00	0.01	0.08	0.00	0.01	0.00	16.3
Water Truck	T6 Utility - Diesel	1	20	--	20	0.00	0.01	0.19	0.00	0.02	0.01	75.2	0.00	0.00	0.00	0.00	0.00	0.00	0.68
Total Emissions	--	--	--	--	--	2.26	13.7	26.5	0.03	1.36	1.18	3,119	0.08	0.41	0.90	0.00	0.05	0.04	90

Notes:

-- = Parameter not required for computing emissions.

^a Equipment / Vehicle List, Quantity, Number of Days Used, Hours per Day, and Miles per Day provided by CH2M HILL project engineers on 12/21/2013.^b The following conversion factors were used to estimate emissions:

1 lb =	453.6	g
1 metric ton =	2,204.62	lbs
1 ton =	2,000	lbs

^c PM₁₀ and PM_{2.5} emissions include paved road fugitive dust emissions associated with onroad travel.

Table AQ-4

Force Mains Construction Emissions

City of Tracy Corral Hollow Road Utility Improvements Project

Equipment / Vehicle List ^a	Equipment / Vehicle Type	Quantity/Trips per Day ^a	Number of Days Used ^a	Hours per Day ^a	Miles per Trip ^a	Emissions (lbs/day) ^b							Emissions (tons/project) ^b					Emissions (metric tons/project) ^b	
						VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO ₂ e	VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO ₂ e
Fusion Machine	Construction Equipment	1	81	6	--	0.42	1.48	1.35	0.00	0.11	0.11	157	0.02	0.06	0.05	0.00	0.00	0.00	5.77
HDD Drill Rig	Construction Equipment	1	60	8	--	0.35	2.06	5.27	0.01	0.15	0.14	919	0.01	0.06	0.16	0.00	0.00	0.00	25.0
Excavator	Construction Equipment	1	31	8	--	0.39	3.45	4.46	0.01	0.22	0.20	557	0.01	0.05	0.07	0.00	0.00	0.00	7.9
Concrete Truck	Construction Equipment	2	21	2	--	0.47	2.53	5.43	0.01	0.20	0.19	689	0.01	0.03	0.06	0.00	0.00	0.00	6.6
Loader	Construction Equipment	1	91	4	--	0.17	1.22	1.64	0.00	0.13	0.12	165	0.01	0.06	0.08	0.00	0.01	0.01	6.82
Compactor	Construction Equipment	1	21	4	--	0.02	0.11	0.13	0.00	0.00	0.00	17.3	0.00	0.00	0.00	0.00	0.00	0.00	0.17
Forklift	Construction Equipment	1	31	2	--	0.06	0.32	0.49	0.00	0.04	0.04	40	0.00	0.00	0.01	0.00	0.00	0.00	0.57
Generator	Construction Equipment	1	91	2	--	0.16	0.95	1.21	0.00	0.08	0.08	156	0.01	0.04	0.06	0.00	0.00	0.00	6.46
Water Truck	Construction Equipment	1	31	2	--	0.24	1.26	2.71	0.00	0.10	0.09	344	0.00	0.02	0.04	0.00	0.00	0.00	4.88
Concrete Truck	T6 Instate Construction Heavy - Diesel	6	21	--	20	0.02	0.27	2.11	0.00	0.06	0.04	450	0.00	0.00	0.02	0.00	0.00	0.00	4.34
Water Truck	T6 Utility - Diesel	1	31	--	20	0.00	0.01	0.19	0.00	0.00	0.00	75.2	0.00	0.00	0.00	0.00	0.00	0.00	1.07
Fugitive Dust ^d	Onsite Cut/Fill (yd ³)	5,104	91	--	--	--	--	--	--	2.04	0.43	--	--	--	--	--	0.09	0.02	--
Fugitive Dust ^e	Disturbed Surface (acres)	0.743	206	--	--	--	--	--	--	5.79	1.20	--	--	--	--	--	0.60	0.12	--
Total Emissions	--	--	--	--	--	2.30	13.6	25.0	0.03	8.9	2.65	3,569	0.06	0.33	0.55	0.00	0.72	0.17	69.6

Notes:

-- = Parameter not required for computing emissions.

^a Equipment / Vehicle List, Quantity, Number of Days Used, Hours per Day, and Miles per Day provided by CH2M HILL project engineers on 12/21/2013. Onsite cut/fill and disturbed surfaces are expected for 91 days per information provided by CH2M HILL project engineers on 12/21/2013.

^b The following conversion factors were used to estimate emissions:

1 lb =	453.6	g
1 metric ton =	2,204.62	lbs
1 ton =	2,000	lbs

^c PM₁₀ and PM_{2.5} emissions include paved road fugitive dust emissions associated with onroad travel.

^d Per data provided by the CH2M HILL project engineers on 12/21/2013, onsite cut/fill is expected to be 6 ft wide x 6 ft deep x 6,828 linear feet long (of which 3,828 linear feet would be exposed). Twice the volume of excavated soil was used because that same volume would be used as backfill. The onsite cut/fill estimate was converted from cubic-feet (ft³) to cubic-yards (yd³) using the following conversion factor:

$$1 \text{ yd}^3 = 27 \text{ ft}^3$$

^e An area of 28 acres may be disturbed during this project provided by CH2M HILL project engineers on 12/21/2013. Using the assumptions in Appendix A of the *Software User's Guide: URBEMIS2007 for Windows* (JSA, 2007), up to 25% of this area could be disturbed on the worst-case day.

Table AQ-5

Gravity Sewer Construction Emissions

City of Tracy Corral Hollow Road Utility Improvements Project

Equipment / Vehicle List ^a	Equipment / Vehicle Type	Quantity/Trips per Day ^a	Number of Days Used ^a	Hours per Day ^a	Miles per Trip ^a	Emissions (lbs/day) ^b							Emissions (tons/project) ^b					Emissions (metric tons/project) ^b	
						VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}	VOC	CO	NOx	SOx	PM ₁₀ ^c	PM _{2.5} ^c	CO _{2e}
Crane	Construction Equipment	1	43	6	--	0.54	2.24	6.40	0.00	0.29	0.27	443	0.01	0.05	0.14	0.00	0.01	0.01	8.6
Bore & Jack	Construction Equipment	1	43	8	--	0.35	2.06	5.27	0.01	0.15	0.14	919	0.01	0.04	0.11	0.00	0.00	0.00	17.9
HDD Drill Rig	Construction Equipment	1	23	8	--	0.35	2.06	5.27	0.01	0.15	0.14	919	0.00	0.02	0.06	0.00	0.00	0.00	9.65
Excavator	Construction Equipment	2	135	8	--	0.78	6.9	8.9	0.01	0.44	0.40	1,115	0.05	0.46	0.60	0.00	0.03	0.03	68
Concrete Truck	Construction Equipment	2	130	2	--	0.47	2.53	5.43	0.01	0.20	0.19	689	0.03	0.16	0.35	0.00	0.01	0.01	40.4
Loader	Construction Equipment	1	135	8	--	0.34	2.44	3.29	0.00	0.25	0.23	329	0.02	0.16	0.22	0.00	0.02	0.02	20.1
Forklift	Construction Equipment	1	135	4	--	0.11	0.63	0.98	0.00	0.08	0.08	80	0.01	0.04	0.07	0.00	0.01	0.01	4.9
Onsite Haul Truck	Construction Equipment	2	135	8	--	1.88	10.11	21.7	0.03	0.82	0.75	2,754	0.13	0.68	1.46	0.00	0.06	0.05	168
Generator	Construction Equipment	1	206	2	--	0.16	0.95	1.21	0.00	0.08	0.08	156	0.02	0.10	0.12	0.00	0.01	0.01	14.6
Water Truck	Construction Equipment	1	135	2	--	0.24	1.26	2.71	0.00	0.10	0.09	344	0.02	0.08	0.18	0.00	0.01	0.01	21.0
Concrete Truck	T6 Instate Construction Heavy - Diesel	6	130	--	20	0.02	0.27	2.11	0.00	0.14	0.06	450	0.00	0.02	0.14	0.00	0.01	0.00	26.4
Water Truck	T6 Utility - Diesel	1	135	--	20	0.00	0.01	0.19	0.00	0.02	0.01	75.2	0.00	0.00	0.01	0.00	0.00	0.00	4.59
Light Duty Trucks	Worker Commute	40	206	--	20	0.14	4.47	0.45	0.01	0.64	0.17	629	0.01	0.46	0.05	0.00	0.07	0.02	58.7
Fugitive Dust ^d	Onsite Cut/Fill (yd ³)	25,125	206	--	--	--	--	--	--	4.47	0.93	--	--	--	--	--	0.46	0.10	--
Fugitive Dust ^e	Disturbed Surface (acres)	2,924	206	--	--	--	--	--	--	22.8	4.74	--	--	--	--	--	2.34	0.49	--
Total Emissions	--	--	--	--	--	5.39	35.9	63.9	0.09	30.7	8.3	8,903	0.31	2.29	3.51	0.00	3.03	0.74	463

Notes:

-- = Parameter not required for computing emissions.

^a Equipment / Vehicle List, Quantity, Number of Days Used, Hours per Day, and Miles per Day provided by CH2M HILL project engineers on 12/21/2013. Onsite cut/fill and disturbed surfaces are expected for 206 days per information provided by CH2M HILL project engineers on 12/21/2013.^b The following conversion factors were used to estimate emissions:

1 lb =	453.6	g
1 metric ton =	2,204.62	lbs
1 ton =	2,000	lbs

^c PM₁₀ and PM_{2.5} emissions include paved road fugitive dust emissions associated with onroad travel.^d Per data provided by the CH2M HILL project engineers on 12/21/2013, onsite cut/fill is expected to be 3 ft wide x 15 ft deep x 15,075 linear feet long. Twice the volume of excavated soil was used because that same volume would be used as backfill. The onsite cut/fill estimate was converted from cubic-feet (ft³) to cubic-yards (yd³) using the following conversion factor:

1 yd ³ =	27	ft ³
---------------------	----	-----------------

^e An area of 28 acres may be disturbed during this project provided by CH2M HILL project engineers on 12/21/2013. Using the assumptions in Appendix A of the *Software User's Guide: URBEMIS2007 for Windows* (ISA, 2007), up to 25% of this area could be disturbed on the worst-case day.

Table AQ-6

Construction Equipment Emission Factors

City of Tracy Corral Hollow Road Utility Improvements Project

Emission Factors from OFFROAD

Equipment ^a	Horsepower ^b	Load Factor ^b	Emission Factors (g/bhp-hr) ^{c, d, e}								
			VOC	CO	NOx	SOx	PM ₁₀	PM _{2.5}	CO2	CH4	CO _{2e}
Crane	226	0.29	0.6229	2.5822	7.38068	0.0049	0.3349	0.3081	507.1552	0.153	510.9802
Bore & Jack	206	0.5	0.1925	1.13299	2.9021	0.0048	0.0852	0.0784	502.128	0.1515	505.9155
Fusion Machine	46	0.45	1.54	5.395	4.936	0.007	0.389	0.389	568.299	0.138	571.749
HDD Drill Rig	206	0.5	0.1925	1.13299	2.9021	0.0048	0.0852	0.0784	502.128	0.1515	505.9155
Excavator	163	0.38	0.3575	3.15771	4.08095	0.0049	0.2008	0.1847	506.495	0.1528	510.315
Concrete Truck	400	0.38	0.3514	1.88523	4.04798	0.0049	0.1527	0.1405	509.8604	0.1538	513.7054
Backhoe	98	0.37	0.538	3.81146	5.14235	0.0049	0.3959	0.3643	511.3456	0.1542	515.2006
Loader	98	0.37	0.538	3.81146	5.14235	0.0049	0.3959	0.3643	511.3456	0.1542	515.2006
Compactor	8	0.43	0.661	3.469	4.142	0.008	0.161	0.161	568.299	0.059	569.774
Forklift	89	0.2	0.7229	4.02311	6.22192	0.0049	0.5203	0.4786	505.5833	0.1525	509.3958
Onsite Haul Truck	400	0.38	0.3514	1.88523	4.04798	0.0049	0.1527	0.1405	509.8604	0.1538	513.7054
Generator	84	0.74	0.583	3.469	4.41	0.006	0.309	0.309	568.299	0.052	569.599
Water Truck	400	0.38	0.3514	1.88523	4.04798	0.0049	0.1527	0.1405	509.8604	0.1538	513.7054

Notes:

^a The Fusion Machine was categorized as "Welders"; the HDD Drill Rig was categorized as "Bore/Drill Rigs"; the Concrete Truck, Onsite Haul Truck, and Water Truck were categorized as "Off-Highway Trucks"; and the Compactor was categorized as a "Plate Compactor".

^b Horsepower and Load Factors taken as the defaults provided in Table 3.3, OFFROAD Default Horsepower and Load Factors, of Appendix D of the *CalEEMod User's Guide* (CAPCOA, 2013).

^c Emission Factors in grams per brake-horsepower-hour (g/bhp-hr) taken as the defaults for the year 2016 provided in Table 3.4 of Appendix D of the *CalEEMod User's Guide* (CAPCOA, 2013).

^d CalEEMod emission factors assume construction equipment is powered by diesel fuel. Although some equipment is expected to be powered by gasoline fuel, CalEEMod emission factors were used in this evaluation as a conservative emissions estimate.

^e CO_{2e} calculated using a global warming potential of 1 for CO₂ and 25 for CH₄ based on IPCC Fourth Assessment Report, 2007.

Table AQ-7

Vehicle Emission Factors

City of Tracy Corral Hollow Road Utility Improvements Project

Vehicle	Vehicle Class ^a	Exhaust Emission Factors (g/mile) ^b							Road Emission Factors (g/mile) ^c	
		VOC	CO	NOx	SOx	PM ₁₀ ^d	PM _{2.5} ^e	CO _{2e}	PM ₁₀	PM _{2.5}
Light Duty Trucks	Light-duty Truck - Gas	0.077	2.535	0.255	0.004	0.060	0.021	356.874	0.300	0.075
Water Truck	T7 Utility - Diesel	0.080	0.315	4.281	0.016	0.113	0.050	1,706.580	0.300	0.075
Concrete Truck	T7 construction single - Diesel	0.080	1.013	7.979	0.016	0.213	0.146	1,700.356	0.300	0.075
Pipeline Delivery Tractor/Trailer	T7 construction single - Diesel	0.080	1.013	7.979	0.016	0.213	0.146	1,700.356	0.300	0.075

Notes:

^a The vehicle classes are represented as follows:

Light-duty Truck - Gas: Assumed these project-specific vehicles were a 2:1 weighted average of LDT1:LDA values. Assumed these vehicles were offsite, onroad vehicles per data provided by the CH2M HILL engineers on 12/21/2013.

T7 Utility - Diesel Assumed this vehicle was an offsite, onroad vehicle per data provided by the CH2M HILL engineers on 12/21/2013.

T7 Construction Single- Diesel Assumed these vehicles were offsite, onroad vehicles per data provided by the CH2M HILL engineers on 12/21/2013.

^b Exhaust Emission Factors in grams per mile (g/mile) taken from EMFAC2014 for San Joaquin Valley Unified Air Pollution Control District, calendar year 2016.

^c Paved road emission factors were calculated using EPA AP-42 methodology, as described below.

^d The PM₁₀ and PM_{2.5} emission factors include tire and brake wear.

Table AQ-7

Vehicle Emission Factors

City of Tracy Corral Hollow Road Utility Improvements Project

Derivation of Paved Road Emission Factors

Parameter	PM ₁₀	PM _{2.5}
Average Weight ^a	2.4	2.4
k ^b (g/vmt)	1	0.25
sL ^a (g/m ²)	0.1	0.1
Emission Factor (g/mile) ^c	0.300	0.075

Notes:

^a Average Weight and sL taken as the default value from CalEEMod for San Joaquin Valley Unified Air District.

^b k taken from Table 13.2.1-1 of Section 13.2.1 of *AP-42* (EPA, 2011).

^c Emission factor calculated using Equation 1 from Section 13.2.1 of *AP-42* (EPA, 2011):

$$\text{Emission Factor (g/mile)} = k \text{ (g/mile)} \times [\text{sL (g/m}^2\text{)}]^{0.91} \times [\text{Average Weight (tons)}]^{1.02}$$

Appendix C
Biological Reconnaissance-Level Survey for
City of Tracy Corral Hollow Utility
Improvements Project

TECHNICAL MEMORANDUM

TO: Heather Waldrop, CH2M HILL
FROM: Michael Bumgardner, Bumgardner Biological Consulting
SUBJECT: BIOLOGICAL RECONNAISSANCE-LEVEL SURVEY FOR CITY OF TRACY CORRAL HOLLOW UTILITY IMPROVEMENTS PROJECT
DATE: 5/18/2016~~5/18/2016~~
CC:

INTRODUCTION

This technical memorandum documents the results of a biological reconnaissance-level survey conducted by Michael Bumgardner (Bumgardner Biological Consulting) on March 19 and 20, 2014 and a subsequent meeting with Steven Mayo and Laurel Boyd (San Joaquin Council of Governments) on April 30, 2014. The biological reconnaissance-level survey was conducted along Corral Hollow Road in the City of Tracy from immediately south of Interstate 205 south to approximately 1,580 feet south of the mid-line of the California Aqueduct (approximately 4 miles) to address proposed wastewater and potable water conveyance pipelines to serve both existing development within the City of Tracy as well as the planned Tracy Hills development (Figure 1). The proposed utility infrastructure improvements are described below.

Zone 3 Pipeline

A new 20-inch diameter potable water pipeline, totaling approximately 8,100 linear feet, is proposed to serve existing development along Corral Hollow Road. This pipeline (hereinafter referred to as the Zone 3 pipeline) would begin at the John Johns Water Treatment Plant (WTP) and continue along the periphery of Tracy Municipal Airport property to Corral Hollow Road. From this point the pipeline would run west of and parallel to Corral Hollow Road, in the southbound travel way, toward West Linne Road and the Union Pacific Railroad (UPRR) right-of-way (ROW). Near the intersection of West Linne Road, a 20-inch stubout would be located for future connection. The pipeline would cross under the UPRR ROW, reduce down to an 18-inch diameter pipeline, and continues west of and parallel to Corral Hollow Road to the intersection of Middlefield Drive.

Tracy Hills Pipelines

Two new potable water pipelines would be required to serve the Tracy Hills development (hereinafter referred to as the Tracy Hills pipelines). A combination of a 24-inch and 20-inch diameter pipeline (approximately 6,700 and 3,300 feet, respectively) would serve Tracy Hills Zone 3. A separate 16-inch diameter pipeline (approximately 8,800 linear feet) would serve

Tracy Hills Zones 4 and 5. The proposed pipeline corridor extends from the WTP northwest along the periphery of Tracy Municipal Airport property. The two pipelines turn to the west and cross over the Delta-Mendota Canal (DMC) and continue toward Corral Hollow Road. At Corral Hollow Road, the pipelines turn south, cross over the California Aqueduct, and terminate at the northeast corner of the Tracy Hills development.

Conventional open-cut excavation for both the Zone 3 pipeline and Tracy Hills pipelines would be the likely implementation method, except for the UPRR crossing, where trenchless technologies would be required. Open-cut excavation for all pipelines would require a construction disturbance width of approximately 25 feet from the centerline of the pipe(s).

New Wastewater Conveyance Facilities

Wastewater generated from the Tracy Hills development would be treated at the City of Tracy Wastewater Treatment Plant located on Holly Drive. New wastewater conveyance facilities, including a pump station, would be required to convey wastewater generated from the Tracy Hills development to the existing wastewater collection system.

Wastewater Pump Station and Ancillary Facilities

A new 4.01 million-gallon per day wastewater pump station (pump station) would be located in the Tracy Hills development area. A temporary access road from Corral Hollow Road to the proposed pump station would be required. Ancillary facilities common to wastewater pump stations include electrical and communication control enclosures, a meter vault, an odor control station, and an emergency generator. The permanent footprint for the pump station and ancillary facilities would be approximately 0.1 acre.

Force Mains

Discharge from the pump station would be directed to a pair of proposed 10-inch diameter force mains (pressurized). One force main would be constructed initially (within two years of project approval), and the other would be constructed sometime in the future as flow from the Tracy Hills development increases. The two force mains would extend from the pump station, in a common trench using conventional open-cut construction, along the northern periphery of the Tracy Hills development to Corral Hollow Road (approximately 3,400 linear feet). The dual force main alignments would turn south along the west side of Corral Hollow Road, in the future ultimate road right-of-way, cross ~~over-under~~ Corral Hollow Road, and head north along the east side of Corral Hollow Road under the California Aqueduct, which requires via an encroachment permit in a new permanent easement. On the north side of the California Aqueduct the two force mains will tie into a transition structure (i.e. manhole). ~~Both planned force mains would cross over the California Aqueduct (i.e., aerial crossing).~~

Gravity Trunk Sewer

A new 15-inch diameter gravity trunk sewer would be constructed along Corral Hollow Road north of the California Aqueduct crossing to the DMC (approximately 3,000 linear feet). The new gravity trunk sewer would tie-into a transition structure south of the DMC. Two small diameter siphons would cross under the DMC and connect into a transition structure located on the north side of the DMC.

From the DMC an 18-inch gravity trunk sewer would continue north along Corral Hollow Road to the UPRR ROW using conventional open-cut construction (approximately 1,000 linear feet). The preliminary UPRR ROW crossing would be installed with a trenchless pipe jacking method.

From the UPRR ROW the gravity trunk sewer would be constructed along Corral Hollow Road north to Parkside Drive (approximate 9,000 linear feet). The sewer diameter at Parkside Drive is planned to be 24 inches and would tie into the existing City of Tracy collection system at this location.

Upgrades to Existing Corral Hollow Trunk Sewer

To accommodate future planned development identified in the City of Tracy General Plan, approximately 12,400 linear feet of the existing Corral Hollow Trunk Sewer would be upgraded with a larger diameter pipe (generally one diameter larger than the pipe being replaced). Alternatively, a new relief sewer (generally one diameter larger than the pipe being replaced) would be constructed parallel to the existing pipeline. The section of trunk sewer to be upgraded extends from West Schulte Road to Interstate 205. The upgraded trunk sewer would be constructed using conventional open-cut excavation within the existing asphalt of Corral Hollow Road.

REGULATORY SETTING

The California Environmental Quality Act (CEQA) mandates that the lead agency for a discretionary project evaluate the potential impacts to biological resources (as well as other environmental resources) from the project prior to authorizing the project. In addition, several federal and state agencies, policies, statutes, and codes enforce the protection of biological resources. The U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration National Marine Fisheries Service (NMFS) are responsible for implementing the federal Endangered Species Act (ESA). The USFWS also implements the Migratory Bird Treaty Act (MBTA). Jurisdictional wetlands are overseen by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act. The California Department of Fish and Wildlife (CDFW) administers the California Endangered Species Act (CESA) which protects state-listed species. The CDFW is also responsible for regulating streams, water bodies, and riparian corridors through the Streambed Alteration Agreement process under Section 1600 of the California Fish and Game Code. Lastly, the CDFW is responsible for

protecting wildlife and sensitive habitats under several other sections of the California Fish and Game Code (e.g., Section 3503, 3503.5, and 3513).

In San Joaquin County potential adverse impacts to special-status species of plants and wildlife from conversion of open space to non-open space uses are mostly addressed through compliance with the San Joaquin County Multi-Species Habitat Conservation Plan (SJMSCP). The SJMSCP, in part, provides for the long-term management of plant, fish and wildlife species (97 species or taxa) within the county, especially those that are currently listed or may be listed in the future under the ESA or CESA. The SJMSCP encompasses all of San Joaquin County except for federally-owned lands (e.g., Lawrence Livermore National Lab Site 300) and areas encompassing those projects not covered by the SJMSCP listed in Section 8.2.2 of the SJMSCP.

BIOLOGICAL RECONNAISSANCE-LEVEL SURVEY

The objectives of the biological reconnaissance-level survey were as follows:

- characterize and document the vegetation communities/land cover types within the proposed pipeline alignment, construction areas, and laydown areas;
- evaluate the potential for presence of special-status plant and wildlife species within the proposed pipeline alignment, construction areas, and laydown areas;
- identify the potential for state and federal jurisdictional waters within the proposed pipeline alignment, construction areas, and laydown areas; and
- determine what compliance with the San Joaquin County Multi-Species Habitat Conservation Plan (SJMSCP) would be required.

The biological reconnaissance-level survey of the project alignment found that most of the new proposed linear infrastructure from Interstate 205 south to Kagehiro Drive would be sited under existing asphalt associated with Corral Hollow Road. Most of the lands associated with this reach of the project are designated as Urban on the current San Joaquin Council of Governments (SJCOG) City of Tracy Compensation Map. As such, development of the project on these lands would be fee exempt (i.e., not require the payment of development fees associated with the SJMSCP). These latter lands have either previously been encumbered with SJMSCP development fees and subsequently designated Urban or were “grandfathered” in with adoption of the SJMSCP.

Between Kagehiro Drive and W. Linne Road the new proposed linear infrastructure would be located in the immediate, eastern, unpaved shoulder of the road (generally adjacent to existing urban development). Most of these lands are also designated as Urban on the City of Tracy Compensation Map (see Figure 2). However, vacant parcels between Kagehiro Drive and the Westside Irrigation District Canal and at the northeast corner of W. Linne Road and Corral Hollow Road are designated as Agriculture. Payment of development fees would be required for development of project infrastructure on these lands.

Between W. Linne Road and the southern limits of the project new linear infrastructure is proposed on lands that are designated as a mixture of Urban, Multi-Purpose Open Space, Agriculture, and Natural (see Figure 3). Payment of development fees would be required for development of project infrastructure on all of these lands other than those designated as Urban. It should also be noted that the cost of development fees is based on the total area disturbed (acreage) and all habitat type designations on the City of Tracy Compensation Map are mapped to edge of pavement when adjacent to paved roads. These development fees are revised each year based on the assessed cost of acquisition, assessment and enhancement, and management and administration of suitable mitigation lands within the SJMSCP boundaries. The cost of these compensation fees in 2014 are reflected in Table 1.

Table 1 2014 SJMSCP Development Fees	
Habitat Type	Development Fee (cost per acre)
Open Space	\$6,656
Agriculture/Natural	\$13,295
Vernal Pools (grassland)	\$39,047
Vernal Pools (wetted)	\$80,972

The project also includes several staging areas (i.e., laydown and storage areas) located adjacent to Corral Hollow Road. Each of these staging areas, with the exception of the site at the northeast corner of W. Linne Road and Corral Hollow Road and site at the southern limits of the project, are designated as Urban on the City of Tracy Compensation Map. As such, use of these lands for the project would be fee exempt. The other two sites are designated as Agriculture and would require payment of the development fee for this habitat type.

It should be noted that payment of development fees is not the only SHMSCP compliance required for the project. Implementation of species-specific incidental take minimization measures associated with the SJMSCP would also be required where potentially suitable habitat exists for covered species. Implementation of SJMSCP incidental take minimization measures are required on all lands (including those that are fee exempt).

A summary of the review process that identifies the incidental take minimization measures that are required for the project and where they are to be implemented is based on SJMSCP Section 5.2. This process is summarized below.

Plan Participants shall forward Advisory Agency Notices to the Joint Powers Authority (JPA), as required by SJMSCP Section 8.1.3.2, at the beginning of a discretionary project's application

review process. The JPA shall respond, in writing, to the Plan Participants in accordance with the SJMSCP stating that either:

- No Incidental Take Minimization Measures are necessary for the project; or
- Incidental Take Minimization Measures are necessary for the project.

The JPA shall list the applicable incidental take minimization measures in the written response. Plan Participants shall attach incidental take minimization measures, in accordance with Sections 5.2.3 and 5.2.4 of the SJMSCP, as conditions of project approval as provided by the JPA. Note that the JPA consists of several local officials who sit on the SJCOG, Inc. Board of Directors (i.e., city council members, county supervisors, etc.).

It is not possible to definitively identify which incidental take minimization measures will be required for the project prior to completing the process identified above. However, it is expected, based on the extant habitat/land cover types within the project footprint (mostly urban vacant land supporting ruderal vegetation or non-native annual grassland, dry rangeland supporting non-native annual grassland, and strip landscape plantings of exotic trees), that the incidental take minimization measures will be limited to those associated with burrowing owl, San Joaquin kit fox, and covered nesting birds afforded protection under the MBTA. These measures can be found in SJMSCP Section 5.2.4. The need for implementation of incidental take minimization measures for other SJMSCP covered plant and wildlife species is not expected given no current or historic evidence of these species within the project alignment and lack of suitable habitats for these other species. It should be noted that no evidence of SJMSCP covered species was found during the reconnaissance-level survey of the project alignment conducted on March 19 and 20, 2014. However, burrowing owl, San Joaquin kit fox, and covered nesting birds are all considered to have some potential to occur within or immediately adjacent to the project alignment given the presence of suitable habitats (particularly from Middlefield Drive south to the southern limits of the project).

The biological reconnaissance-level survey of the project alignment found no evidence of state or federal jurisdictional waters that would be affected by the project. Therefore, such waters are addressed no further in this technical memorandum.

Appendix D
Public Comments and Responses

Response to Comments for the Draft Initial Study/Mitigated Negative Declaration

This appendix contains the comment letters received regarding the Draft Initial Study/Mitigated Negative Declaration (IS/MND). Each letter, meeting transcription, and individual comment within the letter or transcription, has been given a number.

Table D-1 lists all parties who submitted comments on the Draft IS/MND during the public review period.

Table D-1
List of Commenters for the Draft Initial Study/Mitigated Negative Declaration

Letter	Commenter
1	California Department of Water Resources
2	Chevron
3	Central Valley Regional Water Quality Control Board
4	California Public Utilities Commission

Letter 1, California Department of Water Resources

rec'd 4/11/16

STATE OF CALIFORNIA - CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



April 5, 2016

Kuldeep Sharma
Utilities Director, City of Tracy
Department of Development and Engineering Services
3900 Holly Drive
Tracy, CA 95304

Public Draft, Initial Study/Mitigated Negative Declaration, City of Tracy, Corral Hollow Road
Utility Improvements Project, March 2016, San Joaquin County, near
Milepost 17.10, California Aqueduct, Delta Field Division, SCH 2016032052

Dear Mr. Sharma:

Thank you for the opportunity to review and comment on the Public Draft Initial Study/Mitigated Negative Declaration, City of Tracy, Corral Hollow Road Utility Improvements Project in San Joaquin County. The project includes a proposed free-span pipe bridge for new water conveyance and a PG&E gas line crossing over the California Aqueduct, a wastewater conveyance facilities under the California Aqueduct and a new pump station with proposed forced mains along the south side of the California Aqueduct Right-of-Way (ROW). The project also proposes a staging area along Corral Hollow Road near the south east corner of the CA Aqueduct ROW.

Appendix C Technical Memorandum Page 2 is not clear on the force main alignment. It indicates the force main will go under the aqueduct in a new permanent easement, followed by; "both planned force mains would cross over the California Aqueduct" please clarify. In addition, DWR does not grant easements within its ROW for utility crossings. Depending on the ultimate owner of the utility, an encroachment permit or other agreement would be granted in-lieu of an easement.

1-1

Any work within close proximity to the California Aqueduct will require a work safety plan detailing all anticipated work in the immediate vicinity of the Aqueduct. DWR has safety concerns regarding access from the public during construction activities. Measures shall be taken to address safety for the public during any proposed construction near the California Aqueduct.

1-2

Any proposed modifications that impact DWR facilities shall be reviewed and approved by DWR prior to construction. The proposed pump station appears to be located in DWR's drainage easement, the location of the pump station shall be relocated outside of DWR ROW.

1-3

Response to Comment 1-1

The project description on Page 2 of Appendix C has been revised as follows: "The dual force main alignments would turn south along the west side of Corral Hollow Road, in the future ultimate road right-of-way, cross under Corral Hollow Road, and head north along the east side of Corral Hollow Road under the California Aqueduct, which requires an encroachment permit. On the north side of the California Aqueduct the two force mains will tie into a transition structure (i.e. manhole). "

Additionally, project details on Page 3-2 of the Initial Study, Section 3.1.2.2 (Force Mains) have been revised as follows: "The dual force mains would cross under Corral Hollow Road and head north along the east side of Corral Hollow Road and under the California Aqueduct, which requires an encroachment permit."

Response to Comment 1-2

A work safety plan will be prepared, as necessary, prior to any work within the vicinity of the California Aqueduct. Additionally, all construction areas in the vicinity of the aqueduct will be limited to construction and project personnel (such as project engineers, City staff and inspectors) and will be secured from public access.

Response to Comment 1-3

Project information, including design, will continue to be reviewed by DWR personnel. Additionally, the pump station, as designed, is not located within the DWR drainage easement or right of way.

Letter 1, continued

Kuldeep Sharma
April 5, 2016
Page 2

Corral Hollow Road has the potential for being used as a transportation route crossing over the California Aqueduct bridge. DWR is concerned about potential loads crossing the California Aqueduct on the bridge at Corral Hollow Road. DWR requires loads to be within the legal weight limits, not to exceed the 80,000 lb. GVW maximum for the bridges over the Aqueduct. For loads that extend beyond the legal weight limits, certain restrictions would apply before use of the bridges could occur.

1-4

Since the proposed development for Corral Hollow Road Utility Improvements Project could potentially impact DWR ROW, certain elements of the City's Project may require an Encroachment Permit or other form of agreement from DWR prior to any construction within DWR ROW.

1-5

Information regarding regulations governing encroachments on State Water Project right-of-way and forms for submitting an application for an encroachment permit to DWR can be found at:

http://www.water.ca.gov/engineering/Services/Real_Estate/Encroach_Rel/

Please provide DWR with a copy of any subsequent environmental documentation when it becomes available for public review. Any future correspondence relating to this proposed project shall be sent to:

Leroy Ellinghouse, Chief
SWP Right-of-Way Management Section
Division of Operations and Maintenance
Department of Water Resources
1416 Ninth Street, Room 641-2
Sacramento, California 95814

If you have any questions, please contact Leroy Ellinghouse, Chief of the SWP Right-of-Way Management Section, at (916) 659-7168 or Angelo Garcia, Jr. at (916) 653-7911.

Sincerely,



David M. Samson
Civil Engineering Services
Division of Operations and Maintenance

Response to Comment 1-4

As described in Chapter 3, the project is being constructed to serve existing urban and municipal needs as well as the planned Tracy Hills development and would not directly result in a permanent increase in traffic along Corral Hollow Road or the crossing over the California Aqueduct. The 2016 THSP FSEIR assesses traffic impacts on Corral Hollow Road that would result from implementation of the THSP project. Construction traffic related to the Corral Hollow Road Utility Project will use Corral Hollow Road during the period of construction, and drivers will comply with load limitations on all bridge crossings. Additionally, as described in Section 4.19 in the IS/MND, a traffic control plan will be prepared prior to construction that identifies construction access routes and potential hazards during construction.

Response to Comment 1-5

The City will obtain an encroachment permit prior to construction under the California Aqueduct. As indicated in response to Comment 1-1, the project description has been revised to include the encroachment permit.

Letter 1, continued

Kuldeep Sharma
April 5, 2016
Page 3

cc: State Clearinghouse
Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

Letter 2, Chevron

Response to Comment 2-1

Comment noted. Information from this letter will be used during project planning and construction, as appropriate.



Mike N. Oliphant
Project Manager
Mining and Specialty
Portfolio

Chevron Environmental
Management Company
P.O. Box 6012
San Ramon, CA 94583
Tel (925) 790 6431
Fax (925) 790 6772
mike.oliphant@chevron.com

April 11, 2016

Stakeholder Communication – City of Tracy

Mr. Kuldeep Sharma
City of Tracy
3900 Holly Drive
Tracy, California 95304

Subject: Comments on the Initial Study and Mitigated Negative Declaration for the Corral Hollow Road Utility Improvement Project
Chevron Environmental Management Company
Historical Pipeline Portfolio—Bakersfield to Richmond

Dear Mr. Sharma:

On behalf of Chevron Environmental Management Company (CEMC), Leidos, Inc. (Leidos; CEMC contract consultant) recently reviewed the Initial Study and Mitigated Negative Declaration for the Corral Hollow Road Utility Improvements Project (proposed project). The information contained in this letter may help you in planning this project and to understand something about Chevron's former pipeline operations in San Joaquin County, as residual weathered crude oil, abandoned pipeline, and asbestos-containing materials (ACM) could potentially be encountered during subsurface construction activities in the vicinity of these former pipeline locations within the existing former pipeline rights of way (ROW).

Portions of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) pipelines existed in the vicinity of the proposed project area. These formerly active pipelines were constructed in the early 1900s and carried crude oil from the southern San Joaquin Valley to the San Francisco Bay Area. Pipeline operations for the OVP ceased in the 1940s, and in the 1970s for the TAOC pipelines. When pipeline operations ceased, the pipelines were taken out of commission. The degree and method of decommissioning varied: in some instances the pipelines were removed, while in others they remained in place. Because these pipelines have been decommissioned, with the majority of pipelines having been removed, they are not readily identified as underground utilities through the Underground Service Alert North System or utility surveys. Figure 1 illustrates the locations of the former OVP and TAOC ROWs with respect to the proposed project area. The location of the pipelines shown on Figure 1 is based on historical as-built drawings and the approximated positional accuracy of the alignments is generally +/- 50 feet. The OVP and TAOC pipelines were installed at depths of up to 10 feet below ground surface. The steel pipelines were typically encased in a protective coating composed of coal tar and ACM.

Working under the direction of State regulatory agencies, CEMC conducted risk assessments at numerous locations with known historical crude-oil release points along the former OVP and TAOC pipelines. Analytical results from these risk assessments indicated that the crude-contaminated soil was non-hazardous. Accordingly, it is likely that if soil affected by the historical release of crude oil from these former pipelines is encountered during construction

2-1

Letter 2, continued

Mr. Kuldeep Sharma – City of Tracy
April 11, 2016
Page 2 of 2

activities it may be reused as backfill on site. Properly abandoned crude-oil pipeline may be left in the ground. Parties conducting construction activities in the vicinity of these former pipeline ROWs may wish to use the information provided in this letter to help prepare for the possibility of encountering abandoned pipelines and pipeline-related ACM during the course of their work.

2-1

For more information regarding these historic pipelines, please visit <http://www.hppinfo.com/>. If you would like additional information, or would like to request more detailed maps, please contact Leidos consultants Mike Hurd (michael.l.hurd@leidos.com) at (510) 466-7161 or Daniel Anzelon (daniel.b.anzelon@leidos.com) at (858) 826-3316.

Sincerely,



Mike Oliphant

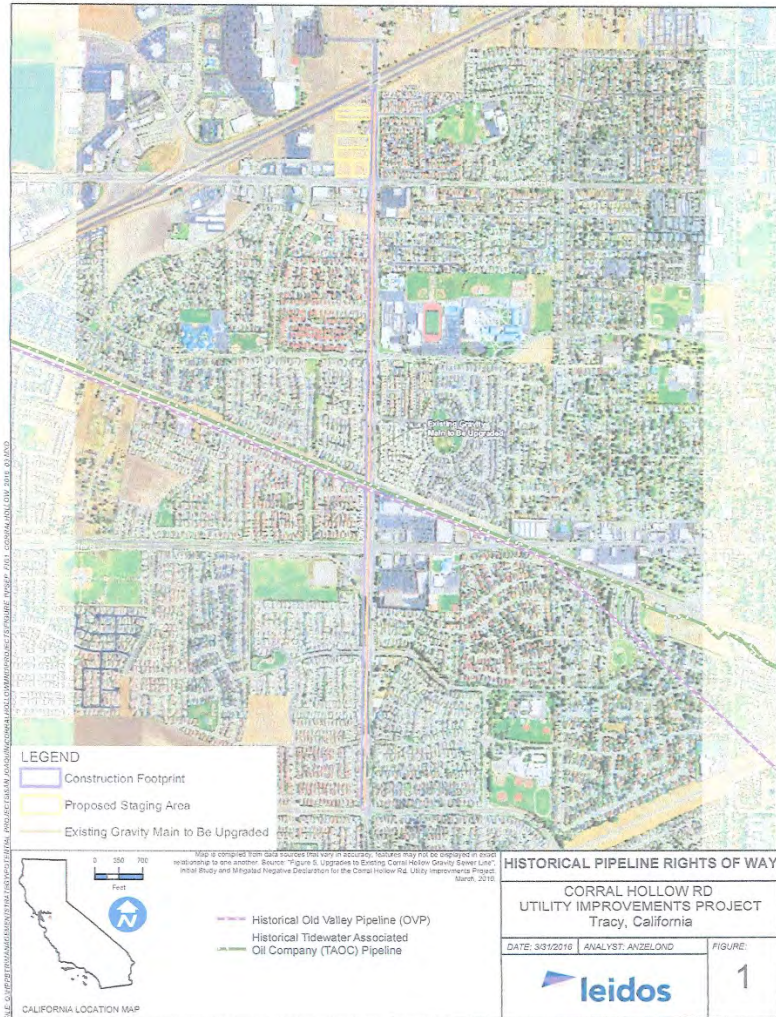
MO/klg

Enclosure:

Figure 1. Historical Pipeline Rights of Way – Corral Hollow Road Utility Improvements Project

cc: Mr. Mike Hurd – Leidos
1000 Broadway, Suite 675, Oakland, California 94607

Letter 2, continued



Letter 3, Central Valley Regional Water Quality Control Board



Wear
04/18/2016 E



Central Valley Regional Water Quality Control Board

12 April 2016

Governor's Office of Planning & Research

APR 15 2016

Kuldeep Sharma
City of Tracy, Utilities Department
3900 Holly Drive
Tracy, CA 95304

STATE CLEARINGHOUSE

CERTIFIED MAIL

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COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, CORRAL HOLLOW ROAD UTILITY IMPROVEMENT PROJECT, SCH# 2016032052, SAN JOAQUIN COUNTY

Pursuant to the State Clearinghouse's 18 March 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Corral Hollow Road Utility Improvements Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

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RECORDED PAPER

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the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:
http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan.

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The City will ensure that all necessary permits are obtained from the Regional Water Quality Control Board prior to initiating project construction and operations, as appropriate.

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(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Caltrans Phase I MS4 Permit, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtml.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml.

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

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If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

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http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/for_growers/apply_coalition_group/index.shtml or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,064 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

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Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to*

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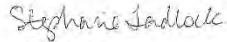
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Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

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Letter 4, California Public Utilities Commission

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

PUBLIC UTILITIES COMMISSION
180 PROMENADE CIRCLE, SUITE 115
SACRAMENTO, CA 95834



April 15, 2016

Kuldeep Sharma
City of Tracy, Utilities Department
3900 Holly Drive
Tracy, CA 95304

Re: Notice of Completion
Corral Hollow Road Utility Improvement Project
SCH# 2016032052

Dear Mr. Sharma:

As the state agency responsible for rail safety within California, the California Public Utilities Commission (CPUC or Commission) recommends that development projects proposed near rail corridors be planned with the safety of these corridors in mind. New developments and improvements to existing facilities may increase vehicular traffic volumes, not only on streets and at intersections, but also at at-grade highway-rail crossings. In addition, projects may increase pedestrian traffic at crossings, and elsewhere along rail corridor rights-of-way. Working with CPUC staff early in project planning will help project proponents, agency staff, and other reviewers to identify potential project impacts and appropriate mitigation measures, and thereby improve the safety of motorists, pedestrians, railroad personnel, and railroad passengers.

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Thank you for your consideration of these comments. If you have any questions, please contact me at (916) 928-2515 or email at atm@cpuc.ca.gov.

Sincerely,

David Stewart
Utilities Engineer
Safety and Enforcement Division
Rail Crossings and Engineering Branch
180 Promenade Circle, Suite 115
Sacramento, CA 95834-2939

Response to Comment 4-1

As described in Chapter 3, the project is being constructed to serve existing urban and municipal needs as well as the planned Tracy Hills development, and it would not directly result in a permanent increase to traffic along Corral Hollow Road. The 2016 THSP FSEIR assesses traffic impacts on Corral Hollow Road that would result from implementation of the THSP project.

Construction traffic related to the Corral Hollow Road Utility Project will be temporary. Additionally, as described in Section 4.19 in the IS/MND, a traffic control plan will be prepared prior to construction that will identify construction access routes and potential hazards that may be encountered during construction, such as rail crossings. Additionally, the City will work with the CPUC, as appropriate, during project planning and construction.

**MITIGATION MONITORING OR REPORTING
PROGRAM**

**CITY OF TRACY
Corral Hollow Road Utility
Improvements Project**

LEAD AGENCY:

CITY OF TRACY

Department of Development and Engineering Services,
Engineering Division
333 Civic Center Drive
Tracy, CA 95376

CH2M HILL

2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

August 2016

CH2MHILL®

ACRONYMS AND ABBREVIATIONS

BMP	Best Management Practice
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
City	City of Tracy
dBA	decibel (A-weighted scale)
DTSC	Department of Toxic Substance Control
IS	Initial Study
ITP	Incidental Take Permit
MMRP	mitigation monitoring or reporting program
proposed project	Corral Hollow Road Utility Improvements Project
SJKF	San Joaquin Kit Fox
SJMSCP	San Joaquin Multi Species Conservation Plan
SWPPP	Stormwater Pollution and Prevention Plan
THSP FSEIR	Tracy Hills Specific Plan Final Supplemental Environmental Impact Report
USFWS	U.S. Fish and Wildlife Service

1.0 INTRODUCTION

The City of Tracy (City) distributed an Initial Study (IS) for the Corral Hollow Road Utility Improvements Project (proposed project) in accordance with requirements of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. The IS evaluates the potentially significant environmental impacts of implementing the proposed project. The IS identifies feasible mitigation designed to reduce significant impacts to less-than-significant levels.

Public Resources Code section 21081.6 requires a Lead Agency to adopt a mitigation monitoring or reporting program (MMRP) when it approves a project for which measures to mitigate or avoid significant effects on the environment are required. The purpose of the MMRP is to ensure compliance with the mitigation measures during project implementation. The City has developed a series of mitigation measures to minimize potential environmental impacts during project construction. Those mitigation measures are incorporated into this MMRP and are summarized in Table 1.

This MMRP will be used by the City to help make sure that all mitigation measures adopted as a condition for project approval are implemented. This MMRP meets the requirements of §15074(d) of the CEQA Guidelines, which mandates the preparation of monitoring provisions for the implementation of mitigation assigned as part of project approval or adoption.

1.1 MITIGATION IMPLEMENTATION AND MONITORING

The City will be responsible for implementing and monitoring the mitigation measures. Implementing mitigation measures to mitigate impacts associated with the proposed project is ultimately the responsibility of the City; however, others have been assigned the responsibility of actually implementing certain measures.

The City will designate specific personnel who will be responsible for monitoring implementation of the mitigation measures. The designated personnel will submit required documentation and reports to the City in a timely manner to demonstrate compliance with mitigation requirements. The City will ensure that the designated personnel have authority to require implementation of mitigation measures and to terminate activities, such as project construction, that are inconsistent with mitigation objectives or project approval conditions.

The City will be responsible for demonstrating compliance with other agency permit conditions to the appropriate regulatory agency. The City will also be responsible for ensuring that construction personnel understand their responsibilities regarding the performance requirements of the mitigation plan and other contractual requirements related to implementation of the mitigation measures as part of project construction.

Table 1 provides the following information:

- **Impact Number:** Lists the impact number to which the mitigation measure is associated, as designated in the IS, by resource topic.

- **Mitigation Measure:** Provides the text of the mitigation measures adopted by the City.
- **Implemented By:** The City is responsible for making sure that the mitigation measures identified in the IS are fully enforceable by adopting and incorporating them into the proposed project. During project implementation, others will be assigned the responsibility of actually implementing the measure.
- **When Implemented:** All of the mitigation measures identified in the IS have been adopted and incorporated into the proposed project. The City will ensure that the timing and duration of the mitigation measures occur in accordance with the appropriate activity or permit requirement, as necessary.
- **Monitoring or Reporting Action:** If a mitigation measure requires monitoring or reporting actions, the City will ensure those actions are performed in accordance with the mitigation.

**Table 1
Mitigation Monitoring or Reporting Plan**

Impact Number	Mitigation Measure	Implemented By	When Implemented	Monitoring or Reporting Action
Biological Resources				
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1a):</p> <p>Construction operations will be overseen by an appropriately-credentialed biologist (biological monitor), and a worker environmental awareness training program will be implemented to reduce potential impacts to special status species.</p>	Construction contractor and biologist	Before and during construction	Review training program specifications and retain for administrative record / Conduct site inspections
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1c):</p> <p>Prior to commencement of ground disturbing activities in any areas of potentially suitable habitat to support San Joaquin Kit Fox (SJKF), no less than sixty (60) days prior to any ground disturbing activities or grading, preconstruction clearance surveys shall be initiated by a qualified biologist. A second SJKF survey shall be conducted no more than thirty (30) days prior to the onset of construction or ground disturbing activities. If SJKF are detected within portions of the alignment, the developer shall immediately contact the U.S. Fish and Wildlife Service (USFWS) telephonically and in writing, and following consultation with the USFWS, avoidance and minimization measures specific to SJKF will be incorporated as described in the USFWS "Standard</p>	Construction contractor and biologist	Before construction	Review survey results and evidence of (a) consultation with USFWS, and (b) avoidance and minimization measures / Conduct site inspections

	<p>Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbing Activities (1999)" and the USFWS "San Joaquin Kit Fox Habitat Evaluation Forms (2001)". These SJKF avoidance and minimization measures shall include the following:</p> <p>1) No later than forty five (45) days prior to any ground disturbing activities or grading, the developer shall contact a qualified biologist holding proper permits and provide approval to that biologist to relocate known SJKF located on site to the 3,500 acre open space preserve or another relocation preserve approved by the USFWS or covered by the San Joaquin Multi Species Conservation Plan (SJMSCP). The SJMSCP can be found at: http://www.sjcog.org/DocumentCenter/View/5.</p> <p>2) No later than fourteen (14) days prior to any ground disturbing activities or grading, all known dens shall be monitored for at least three (3) consecutive days to ensure that SJKF dens, to the extent they exist on the project alignment, are unoccupied prior to den excavation.</p> <p>3) The relocation of SJKF would require an Incidental Take Permit (ITP) per Section 2081 of the Fish and Game Code. If SJKF individuals or dens are discovered, all work in the vicinity of the discovery shall halt and not continue until California Department of Fish and Wildlife (CDFW) has been consulted and appropriate authorization obtained.</p>			
4.7 (a)	The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1d):	Construction contractor	During construction	Review construction specifications

	<p>During construction, temporary disturbances and project-related vehicle traffic will be restricted to established roads, construction areas, and other designated lands. Also during construction:</p> <ol style="list-style-type: none"> 1) Project-related construction vehicles will observe a daytime speed limit of 20-mph, except on County roads and State and Federal highways. 2) Night-time construction will be minimized to the greatest extent feasible. However if it does occur, then the speed limit will be reduced to 10-mph. 3) Project-related, off-road traffic outside of designated project areas that are undergoing construction will be prohibited. 4) To prevent inadvertent entrapment of small mammals, including SJKF, during construction, excavated, steepwalled holes or trenches more than 2-feet deep will be covered at the close of each working day by plywood or similar materials. Each excavation shall contain at least one ramp, with long trenches at least one ramp shall be placed every .25 mile. Slope of ramps shall be now steeper than 1:1. If the trenches cannot be closed, one or more escape ramps constructed of earthen-fill or wooden planks will be installed. Before such holes or trenches are filled, they will be thoroughly inspected for trapped wildlife. If at any time a trapped or injured SJKF is discovered, the USFWS and the CDFW will be contacted immediately to attempt to relocate and/or collar the SJKF. Escape ramps shall also be installed immediately to allow trapped animals to escape. 			<p>materials and retain for administrative record / Conduct site inspections</p>
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	<p>5) Construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored within Project limits for one or more overnight periods will be thoroughly inspected for any SJKF before the pipe is subsequently buried, capped, or otherwise used or moved. If a kit fox is discovered inside a pipe, that section of pipe should not be moved until the USFWS and CDFW has been consulted. If necessary, and under the direct supervision of a biologist, the pipe may be moved only once to remove it from the path of construction activity, until the fox has escaped.</p> <p>6) All food, garbage in plastic shall be disposed of in closed containers and regularly removed from the site to minimize attracting SJKF and other sensitive species to the site.</p> <p>7) Use of rodenticides and herbicides within project area will be restricted. Uses of such compounds will observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and Federal legislation, as well as additional project related restrictions deemed necessary by the USFWS and CDFW. If rodent control must be conducted, zinc phosphide or an equivalent material will be used because of a lower adverse health risk to kit fox.</p> <p>8) No dogs, cats or other animals shall be permitted on the Project Site.</p> <p>9) Developer shall provide a sensitive species identification and avoidance education program for all construction employees that consists of a consultation in which persons knowledgeable in kit fox biology and legislative protection to</p>			
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	<p>explain endangered species protocols, habitat needs and the measures and conditions of approval being taken to reduce impacts to the species during project construction and implementation. A fact sheet conveying this information shall be prepared for distribution to all contractors, their employees, and any and all other personnel who are working on the construction site.</p>			
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1h):</p> <p>The terms of the SJMSCP shall be adhered to. Participation in the SJMSCP includes compliance with all incidental take measures as required in the SJMSCP, including but not limited to preconstruction surveys to determine presence for special status flora and fauna.</p>	<p>City of Tracy, construction contractor and biologist</p>	<p>Before and during construction</p>	<p>Review evidence of compliance with SJMSCP / Conduct site inspections</p>
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1i):</p> <p>Pre-construction surveys shall include a survey for burrowing owl and raptor nests, which will be conducted prior to grading. Pre-construction surveys for burrowing owl will be conducted weekly, beginning no later than thirty (30) days and ending no earlier than three (3) days prior to the commencement of disturbance. If burrowing owls are found during the pre-construction survey, then replacement burrows and habitat shall be provided prior to the commencement of construction within the 3,500 acre preserve area. The Project applicant shall provide artificial replacement burrows in the event that owls are detected, either as wintering or breeding within project boundaries.</p>	<p>Construction contractor and biologist</p>	<p>Before and during construction</p>	<p>Review survey results and evidence of (a) consultation with CDFW and USFWS (if applicable), and (b) avoidance and minimization measures / Conduct site inspections</p>

	<p>Construction activities associated with project features that occur within portions of the project alignment containing occupied or suitable habitat for the burrowing owl and raptor nests shall be restricted to periods outside the breeding season for this species. The breed season for burrowing owl runs from February 15 through August 31. If construction or operation activities occur during the breeding season for burrowing owls, surveys are required prior to such construction to determine the presence or absence of this species within the impact area. Focused surveys shall be conducted under CDFW and Burrowing Owl Consortium protocol by a qualified biologist from February 15 to August 31. If this species is determined to occupy any portion of the Project Site, consultation with the CDFW and USFWS is required and no construction activity shall take place within 500 feet of an active nest/burrow until it has been determined that the nest/burrow is no longer active, and all juveniles have fledged the nest/burrow. No disturbance to active burrows shall occur without appropriate permitting through the SJMSCP or CDFW.</p> <p>If active burrows are detected outside the breeding season, passive and/or active relocation may be approved following consultation with the CDFW and USFWS. The installation of one-way doors may be installed as part of a passive relocation program. Wintering individuals may be evicted with the use of exclusion devices followed by a period of seven days to ensure that animals have left their burrows. Burrowing owl burrows shall be excavated with hand tools by a qualified biologist when determined to be unoccupied, and backfilled to ensure that animals do not reenter.</p>			
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<p>4.7 (a)</p>	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1j):</p> <p>To avoid the potential for disturbance of nesting birds on or near the project site, to the extent feasible, schedule the initiation of vegetation removal and grading for the period of September 1 through February 15. If construction work cannot be scheduled during this period, a qualified biologist shall conduct pre-construction surveys for nesting birds according to the following guidelines:</p> <ol style="list-style-type: none"> 1) The preconstruction surveys shall be conducted by the qualified biologist no later than 14 days prior to the start of vegetation removal or initiating project grading. 2) If birds protected under the Migratory Bird Treaty Act are found nesting, then appropriate construction buffers shall be established to avoid disturbance of the nests until such time that the young have fledged. The size of the nest buffer shall be determined by the biologist in consultation with CDFW, and shall be based on the nesting species, its sensitivity to disturbance, and expected types of disturbance. Typically, these buffers range from 75 to 250 feet from the nest location. 3) Nesting activities shall be monitored periodically by a qualified biologist to determine when construction activities in the buffer area can resume. 4) Once the qualified biologist has determined that young birds have successfully fledged, a monitoring report shall be prepared and submitted to the City of Tracy for review and approval prior to initiating construction activities within the buffer area. The monitoring report shall summarize the 	<p>Construction contractor and biologist</p>	<p>Before and during construction</p>	<p>Review survey results and evidence of (a) consultation with CDFW (if applicable), and (b) avoidance and minimization measures. Review monitoring report and conduct site inspections</p>
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	<p>results of the nest monitoring, describe construction restrictions currently in place, and confirm that construction activities can proceed within the buffer area without jeopardizing the survival of the young birds. Construction within the designated buffer area shall not proceed until the written authorization is received by the applicant from the Development Services Director. The above provisions are in addition to the preconstruction surveys to confirm presence or absence of nesting Swainson's hawk, burrowing owl, and other special-status species as required under the Incidental Take Minimization Measures of the SJMSCP.</p>			
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1k):</p> <p>In order to comply with Section 10 of the Migratory Bird Treaty Act and relevant sections of the California Fish and Game Code, to the extent feasible, vegetation clearing within the project site should take place outside of the typical avian nesting season (e.g., February 1st until September 1st). If work needs to take place between February 1st and September 1st, a preconstruction survey for nesting birds should be completed prior to the onset of Project activities. If a lapse in Project activity occurs for 7 days or more during the bird nesting season than initial avian clearance surveys shall be repeated. A buffer zone from occupied nests should be maintained during physical ground disturbing activities. Once nesting has ended, the buffer may be removed.</p>	Construction contractor and biologist	Before and during construction	Review survey results and evidence of avoidance and minimization measures / Conduct site inspections

4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-1m):</p> <p>The discovery of any previously unidentified protected species that are not covered by the SJMSCP, including those protected under the MBTA and the Fish and Game Code, shall be avoided and evaluated by a qualified biologist during surveys. The USFWS and CDFG shall be notified of the presence of any previously unreported protected species. Any unanticipated take of protected wildlife shall be reported immediately to the USFWS and CDFG.</p>	Construction contractor and biologist	Before and during construction	Review, as applicable, survey results and evidence of (a) consultation with CDFW and USFWS (if applicable), and (b) avoidance and minimization measures.
4.7 (a)	<p>The following measure was incorporated from the 2016 THSP FSEIR (Measure 4.4-4a):</p> <p>A 100-foot setback from the California Aqueduct shall be maintained to allow wildlife movement to persist throughout the project site without any significant barriers or blockades.</p>	City of Tracy, engineer, and construction contractor	Before, during, and after construction	Review site plans and executed easements
4.7 (a)	<p>Purchase compensation habitat or pay fee to offset losses of habitat of special-status species. Under the SJMSCP, mitigation for loss of habitat of federal- and state-listed endangered and threatened plant and wildlife species allows for a fee-based approach based on the habitat type that is to be converted from open-space use. Development fees are revised each year based on the assessed cost of acquisition, assessment and enhancement, and management and administration of suitable mitigation lands within the SJMSCP boundaries. Table 7 presents the compensation fee structure as of 2014.</p>	City of Tracy	Before construction	Review evidence of consultation with regulatory agencies

4.7 (a)	Preconstruction surveys shall be performed by the Joint Powers Authority as specified in Section 5.2.2 of the SJMSCP to verify the affected land cover types and determine if Covered Species are or may be present. For those Covered Species that may be present on the proposed project site, incidental take minimization measures as specified in Sections 5.2.3 and 5.2.4 of the SJMSCP would be implemented.	City of Tracy, construction contractor, and biologist	Before and during construction	Review, as applicable, survey results and evidence of (a) consultation with regulatory agencies (if applicable), and (b) avoidance and minimization measures
Cultural Resources				
4.8 (a)	<p>In the event that a previously unidentified cultural resource were discovered during ground-disturbing activities, construction work in the vicinity of the discovery would cease, and the area would be protected until the find could be evaluated by a qualified archaeologist. Additional measures include the following:</p> <ul style="list-style-type: none"> • All ground-disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the City and a qualified archaeologist to discuss the significance of the find. • The archaeologist shall recommend appropriate actions, in cooperation with the City and contractor. • Grading or further ground disturbance shall not resume within the area of the discovery until a determination has been reached by the City as to the appropriate mitigation. 	Construction contractor and archaeologist	During construction	Conduct site inspections

4.8(c)	<ul style="list-style-type: none"> • Prior to the initiation of construction activities, all construction personnel shall be alerted to the potential for encountering buried or unanticipated cultural and paleontological remains, including prehistoric and/or historical resources. Construction personnel shall be instructed that upon discovery of buried cultural materials, all work within 30 meters of the find will be halted immediately, and the City will be notified. Once the find has been identified by a qualified archaeologist, the City shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the find is found to be an historical resource per State CEQA Guidelines. • A trained paleontological monitor shall be present during excavation activities greater than 5.0 feet deep. The monitoring for paleontological resources shall be conducted on a half-time basis, and on a full-time basis during excavations greater than 5.0 feet deep. If paleontological resources are located during excavation, the monitoring program would change to full-time. The monitor shall temporarily halt or redirect construction activities to ensure avoidance of adverse impacts on paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet-screen washing and 	Construction contractor and archaeologist and/or paleontologist	During construction	Review construction specifications materials and retain for administrative record / Conduct site inspections
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	microscopic examination of the residual materials to identify small vertebrate remains.			
4.8 (d)	<ul style="list-style-type: none"> • If human remains are encountered during ground disturbing activities, all work within 30 meters of the find will be halted immediately, and the City and San Joaquin County Coroner shall be notified. If the remains are determined to be Native American, the Native American Heritage Commission shall be notified within 24 hours as required by Public Resources Code §5097.94 and §5097.98. The Native American Heritage Commission shall notify the designated Most Likely Descendant(s), who will in turn provide recommendations for the treatment of the remains within 48 hours of being granted access to the find. • No person shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface any historic or prehistoric ruins, burial grounds, archaeological, or vertebrate paleontological site, including fossilized footprints, inscriptions made by human agency, or any other archaeological, paleontological, or historical feature, situated on public lands, except with the express permission of the public agency having jurisdiction over such lands. Violation of this section is a misdemeanor. 	Construction contractor and archaeologist	During construction	Conduct site inspections / notify San Joaquin County Coroner, as appropriate
Geology and Soils				

4.9(a)(ii)	The proposed project would be required to comply with Uniform Building Code policies as required by City Municipal Code 9.04.030, which would reduce risks associated with seismic groundshaking to the maximum extent possible. Additionally, the proposed project would be required to comply with the City's General Plan Safety Element Objective SA-1.1, P1, which states, "Underground utilities, particularly water and natural gas mains, shall be designed to withstand seismic forces."	City of Tracy and engineer	During design	Review project design drawings and specifications
4.9(a)(iii)	The proposed project would be required to comply with General Plan Safety Element Policy Objective SA-1.1, P2, which states, "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." Additionally, where practicable, final design of the proposed project would incorporate measures to reduce the potential for liquefaction below the pipeline alignment and would include measures such as compaction of loose soils or "overexcavation" of soils surrounding pipelines so underlying soils could be replaced with compacted fill material.	City of Tracy and engineer	During design	Review geotechnical reports and design specifications
4.9(a)(iv)	The proposed project would comply with standard construction practices and local grading requirements.	Construction contractor	Before, during and after construction	Review grading requirements

4.9(b)	<ul style="list-style-type: none"> • Project construction activities such as trenching and installing facilities would be conducted to minimize the potential for soil erosion and impacts on topsoil. Topsoil would be separated to the extent practicable and would be replaced during the backfill process. A Stormwater Pollution and Prevention Plan (SWPPP) would be prepared as part of the proposed project, and the City would ensure that best management practices (BMP) are implemented including installation and maintenance of erosion control features. Following the completion of construction, disturbed areas would be stabilized and revegetated as required. • The SWPPP would include, but not be limited to, the following Best Management Practices (BMPs): <ul style="list-style-type: none"> ○ Vegetation would be left in place to the degree possible to reduce potential sedimentation. ○ All stockpiled material would be placed such that potential erosion is minimized. ○ Filter fabric, straw bales, and/or sediment basins would be firmly placed to minimize erosion. ○ Storage areas should be lined with an impermeable material to prevent the release of fuel, oils, grease, or hydraulic fluids in the event of a spill. 	Construction contractor	Before and during construction	Provide training program and retain evidence of participation for administrative record / Conduct site inspections
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	The storage site should be separated from adjacent surface runoff by containment berms having sufficient dimensions to retain the volume of fluids within the storage area.			
Hazards and Hazardous Materials				
4.11(a)	<p>Transport of hazardous materials would be subject to Occupational Health and Safety Standards Guidelines (Hazardous Waste Operations and Emergency Response Standard, Title 29 <i>Code of Federal Regulations</i> [CFR] Part 1910.120) as well as the Department of Toxic Substances Control (DTSC). Unless specifically exempted, hazardous waste and hazardous material transporters must comply with the California Highway Patrol Regulations, the California State Fire Marshal Regulations, and the U.S. Department of Transportation Regulations. In addition, hazardous waste transporters must comply with Division 20, Chapter 6.5, Articles 6 and 13 of the California Health and Safety Code and Title 22, Division 4.5, Chapter 13 of the <i>California Code of Regulations</i>, which are administered by DTSC (http://www.dtsc.ca.gov/HazardousWaste/Transporters.html). All of these regulations are designed to minimize the danger of hazardous materials being released and causing a significant hazard to the public or the environment.</p>	Construction contractor	During construction	Review listed regulations
4.11(b)	<p>A SWPPP would be prepared and would include BMPs to reduce the potential for hazardous materials to enter into stormwater or any water source due to an accidental spill. The SWPPP would establish BMPs for the storage and use of hazardous materials and waste, and spill response procedures. Hazardous materials and waste would be stored in containers that prevent the release of material or hazardous</p>	City of Tracy and construction contractor	Before and during construction	Provide training program and retain evidence of participation for administrative

	<p>content and within secondary containment, and spill kits would be placed throughout the proposed project area for immediate response to spills, such as those that might occur during onsite refueling. Following initial response, follow-on investigation and cleanup of any spill would be performed in accordance with the SWPPP.</p> <p>If previously unknown contaminated soil or groundwater are discovered, the following mitigation would be implemented:</p> <ul style="list-style-type: none"> • The construction contractor would be required to stop the work and notify the City if previously contaminated soil or groundwater is encountered during construction. A mitigation plan will be prepared that is consistent with General Plan Policy Objective SA-4.1, P2. • To reduce potential impacts from conflicts with ore accidental releases from pipelines that may traverse the proposed project area, prior to all excavation areas will be prominently marked to identify existing utility pipelines within the construction sites prior to site development and will be maintained through construction. Final markings of newly constructed pipelines will be clearly displayed after work is complete. In addition, the installation of new pipelines over known existing utilities will be minimized to the extent practicable. 			<p>record / Conduct site inspections</p>
<p>Hydrology and Water Quality</p>				

4.12(a)	Prior to construction commencing, a SWPPP would be developed that would specify BMPs to prevent construction pollutants and debris from contacting storm water and/or entering into any waterways (see measure listed under 4.9(b)).	Construction contractor	Before and during construction	Provide training program and retain evidence of participation for administrative record / Conduct site inspections
Noise				
4.15(a)	<ul style="list-style-type: none"> • To the extent possible, all mechanical equipment would be oriented away from the nearest noise sensitive receptors. • All mechanical equipment would be screened and enclosed to minimize noise. • Construction contracts would specify that all construction equipment, fixed or mobile, should be equipped with properly operating and maintained mufflers and other State-required noise attenuation devices. • All residential units located within 500 feet of the construction site would be sent a notice regarding the construction schedule of the proposed project. A sign, legible at a distance of 50 feet would also be posted at the construction site. All notices and signs would indicate the dates and duration of construction activities, as well as provide a telephone number where residents can inquire about the construction process and register complaints. 	Construction contractor	During construction	Provide notices to residents within 500 feet of the construction site / notify City of complaints

	<ul style="list-style-type: none">• A “noise disturbance coordinator” would be established. The disturbance coordinator would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (for example, starting too early or a bad muffler) and would be required to verify that noise-related mitigation measures have been implemented. All notices that are sent to residential units within 500 feet of the construction site and all signs posted at the construction site would list the telephone number for the disturbance coordinator.• Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and using electric air compressors and similar power tools, rather than diesel equipment, would be used where feasible.• During construction, stationary construction equipment would be placed such that emitted noise is directed away from sensitive noise receivers.• Operation of equipment requiring use of back-up beepers would be avoided near sensitive receptors to the extent feasible during nighttime hours (10:00 p.m. to 7:00 a.m.).			
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	<ul style="list-style-type: none"> If impact equipment (for example, jack hammers, pavement breakers, and rock drills) is used during construction, hydraulically or electric-powered equipment would be used wherever feasible to avoid the noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed-air exhaust would be used (a muffler can lower noise levels from the exhaust by up to about 10 dBA). 			
4.15(b)	Refer to Measure 4.15(a).	Construction contractor	During construction	Provide notices to residents within 500 feet of the construction site / notify City of complaints
4.15(d)	Refer to Measure 4.15(a).	Construction contractor	During construction	Provide notices to residents within 500 feet of the construction site / notify City of complaints
Transportation and Traffic				
4.19(a)	A traffic control plan would be prepared and reviewed by the City prior to construction.	Construction contractor	Before and during construction	Provide traffic control plan to City / maintain plan onsite at all times

4.19(b)	Refer to Measure 4.19(a).	Construction contractor	Before and during construction	Provide traffic control plan to City / maintain plan onsite at all times
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1.2 REFERENCES

City of Tracy (City). 2016. Tracy Hills Specific Plan, Final Subsequent Environmental Impact Report. January.

City of Tracy (City). 2016a. Corral Hollow Road Utility Improvements Project, Final Initial Study/Mitigated Negative Declaration. May.

Table 7
2014 SJMSCP Development Fees

Habitat Type	Development Fee (cost per acre)
Open Space	\$6,656
Agriculture/Natural	\$13,295

Note:

The SJMSCP includes several habitat types. The habitat types shown are only those that are applicable to the proposed project area.

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
County of: San Joaquin
Address: 44 N. San Joaquin St., Suite 260
Stockton, CA 95202

From:

Public Agency: City of Tracy, Development/Engineering
Address: 333 Civic Center Drive
Tracy, CA 95376
Contact: Robert Armijo, PE
Phone: (209) 831-6424

Lead Agency (if different from above):
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2016032052

Project Title: Corral Hollow Road Utility Improvements Project

Project Applicant: City of Tracy

Project Location (include county): Corral Hollow Road, City of Tracy, San Joaquin County

Project Description:

The project includes new water and wastewater conveyance facilities within the City and adjacent county sphere of influence area.

This is to advise that the City of Tracy has approved the above
(Lead Agency or Responsible Agency)

described project on _____ and has made the following determinations regarding the above
(date)
described project.

- 1. The project [will will not] have a significant effect on the environment.
- 2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures [were were not] made a condition of the approval of the project.
- 4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
- 5. A statement of Overriding Considerations [was was not] adopted for this project.
- 6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Tracy City Hall, 333 Civic Center Drive, Tracy, CA 95376

Signature (Public Agency): _____ Title: City Engineer

Date: _____ Date Received for filing at OPR: _____

RESOLUTION 2016-_____

APPROVING AND ADOPTING AN INITIAL STUDY, MITIGATED NEGATIVE DECLARATION, AND MITIGATING MONITORING OR REPORTING PROGRAM FOR THE CORRAL HOLLOW ROAD UTILITY IMPROVEMENTS PROJECT

WHEREAS, on April 5, 2016, the Tracy City Council adopted the Tracy Hills Specific Plan and approved related land use entitlements, including a Small-Lot Vesting Tentative Subdivision Map processed under Application Number TSM13-0005 and approved by Resolution 2016-066 (Vesting Tentative Subdivision Map), and

WHEREAS, the Conditions of Approval for the Vesting Tentative Subdivision Map require the subdividers, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLD (together, the "Developer") to design and construct certain on-site and off-site improvements pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards, and

WHEREAS, the certain of the off-site improvements described in the Conditions of Approval require the Developer to construct and install certain utility improvements in and about Corral Hollow Road in the City of Tracy (the "Corral Hollow Road Utility Improvements Project," or the "Project"), and

WHEREAS, pursuant to the requirements of Section 2100 *et seq.* of the Public Resources Code ("CEQA") and Title 14 of the California Code of Regulations ("CEQA Guidelines"), the City of Tracy prepared an Initial Study/Mitigated Negative Declaration ("IS/MND") for the Corral Hollow Road Utility Improvements Project, and

WHEREAS, through the IS/MND, the City has determined that all of the potential environmental impacts of the Project will be less than significant or can be mitigated to less than significant levels, and

WHEREAS, the City of Tracy circulated the Draft IS/MND in March 2016 (State Clearinghouse No: 2016032052), and thereafter published a Notice of Intent to Adopt the IS/MND in accordance with all requirements of CEQA and the CEQA Guidelines, and

WHEREAS, the City of Tracy also prepared a Mitigation Monitoring or Reporting Program ("MMRP") to ensure compliance with the IS/MND's identified mitigation measures during implementation of the Project;

NOW, THEREFORE, BE IT RESOLVED, that the City of Tracy makes the following findings:

1. The foregoing Recitals are true and correct and are incorporated herein.
2. The City Council has considered the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project together with any comments received during the public review process.
3. The City Council finds on the basis of the whole record before it that there is no substantial evidence that the Corral Hollow Road Utility Improvements Project will have a significant effect on the environment, and the Mitigated Negative Declaration reflects the City's independent judgment and analysis.
4. The Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project are on file with the City Clerk.

BE IT FURTHER RESOLVED, that City Council approves and adopts the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring or Reporting Program for the Corral Hollow Road Utility Improvements Project.

* * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 4th day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.K

REQUEST

WAIVE SECOND READING AND ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

EXECUTIVE SUMMARY

Ordinance 1225 was introduced at the Council meeting held on September 20, 2016. Ordinance 1225 is before Council for adoption.

DISCUSSION

Pursuant to adopted Memorandum of Understanding between the City of Tracy and the Tracy Police Officers' Association, the parties stipulated that the City will amend its contract with California Public Employees' Retirement System (CalPERS) to provide for Section 20516 of the Public Employees Retirement Law (Employees Sharing Additional Cost). Ordinance 1225 was introduced at the Council meeting held on September 20, 2016, to amend the contract with the CalPERS to allow for employees of the Tracy Police Officers' Association to pay 3% of the employer share of CalPERS costs.

Ordinance 1225 is before Council for adoption.

STRATEGIC PLAN

This agenda item does not relate to the Council's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopt Ordinance 1225.

Prepared by: Adrienne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A – Ordinance 1225

ORDINANCE 1225

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said contract: and

WHEREAS, The Government Code sets forth procedures to amend this contract: and

WHEREAS, One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of an ordinance to approve an amendment to said contract: and

WHEREAS, Pursuant to adopted Memorandum of Understanding between the City of Tracy and the Tracy Police Officers' Association, the parties stipulated that the City will amend its contract with California Public Employees' Retirement System to provide for Section 20516 of the Public Employees Retirement Law (Employees Sharing Additional Cost); and

WHEREAS, A Resolution of Intention (Resolution 2016-199) to approve the Public Employees' Retirement System contract amendment was adopted on September 20, 2016; and

NOW, THEREFORE, The City Council of the City of Tracy does ordain as follows:

SECTION 1: That an amendment to the contract between the City Council of the City of Tracy and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked as Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: That the Mayor of the City of Tracy is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Tracy.

SECTION 3: That this Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be published once in the Tri-Valley Herald, a newspaper of general circulation, published and circulated in the City of Tracy and thenceforth and thereafter the same shall be in full force and effect.

* * * * *

The foregoing Ordinance 1225 was introduced at a regular meeting of the Tracy City Council on the 20th day of September, 2016, and finally adopted on the ____ day of _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS

Mayor

ATTEST:

City Clerk



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Tracy

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1948, and witnessed September 8, 1948, and as amended effective January 1, 1960, June 1, 1972, November 1, 1972, March 19, 1974, July 1, 1978, February 1, 1983, September 1, 1983, May 3, 1985, January 18, 1991, June 30, 1997, November 16, 1997, June 1, 2000, January 1, 2004, January 1, 2005, January 1, 2006, October 1, 2006, July 2, 2010, December 17, 2010 and July 16, 2016 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective July 16, 2016, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to July 2, 2010, age 55 for classic local police members entering membership for the first time in the police classification after July 2, 2010, age 55 for classic local fire members and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 10, 1948 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after October 1, 2006 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after October 1, 2006 and not entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010 shall be determined in accordance with Section 21354.4 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.5% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to July 2, 2010 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time with this agency in the police classification after July 2, 2010 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
 - c. Section 20965 (Credit for Unused Sick Leave) for local fire members entering membership on or prior to May 3, 1985 only.
 - d. Section 20475 (Different Level of Benefits). Section 20965 (Credit for Unused Sick Leave) is not applicable to local fire members entering membership for the first time with this agency in the fire classification after May 3, 1985.

Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after July 2, 2010.

Section 21354 (2% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010.
 - e. Section 20903 (Two Years Additional Service Credit).
 - f. Section 21024 (Military Service Credit as Public Service).

g. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members entering membership on or prior to December 17, 2010 and classic local safety members.

h. Section 20516 (Employees Sharing Additional Cost):

From and after July 16, 2016, 3% for local miscellaneous members in the Confidential Mid-Managers Unit, local police members in the Tracy Police Management Association and local fire members in the Confidential Mid-Managers Unit.

From and after the effective date of this amendment to contract, 3% for local police Members in the Tracy Police Officers Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 1, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF TRACY

BY _____
CHERYL EASON
CHIEF FINANCIAL OFFICER
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

AGENDA ITEM 3

REQUEST

ACCEPT ANNUAL REPORT OF THE MEASURE E RESIDENT'S OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

The Measure E Residents' Oversight Committee bylaws state that its role is to review the independent financial reports necessary to advise the City Council of its findings and make recommendations during the term of the Committee.

In this report and in its presentation, the Measure E Resident's Oversight Committee ("Committee") will:

1. Present its annual report on Measure E Fiscal Year 2014-15 expenditures and revenues;
2. Present its findings regarding the status of the General Fund;
3. Provide recommendations with regard to the use of Measure E surplus funds;
4. State its support of the City continuing its on-going exploration of cost reductions and/or revenue enhancement strategies.

DISCUSSION

City Council established the Measure E Residents' Oversight Committee ("Committee") for the purpose of overseeing revenues generated by, and expenses related to, the one-half cent sales tax measure (Measure E), which was adopted by the voters in November 2010. The current members of the Committee are Michel Bazinet (Chairperson), Bryan Thompson (Vice-Chairperson), Larry Fragoso, and Eleassia Davis.

The Committee's responsibilities include the following:

- To serve in an advisory-only capacity to the City Council;
- To provide oversight of the revenues and expenses pertaining to the portion of the sales tax generated by Measure E;
- To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure E;
- To review other City financial reports pertaining to the revenue generated by and expenses related to the portion of the sales tax generated by Measure E revenue and expenses;
- To provide Council with an annual written report;
- To provide additional reports to Council at the committee and/or Council's discretion (all reports must be in writing and agendaized pursuant to the Brown Act).

Thus, in response to reporting on the FY2014/15 Measure E revenues and expenditures, the Committee finds that per the audited financial report of Maze & Associates Accounting Corporation, the City received \$7,625,279 in Measure E revenues and it was deposited for use in the City's General Fund.

The Committee's report also illustrates Measure E revenues by Year and Total, past Fiscal Year revenues and expenditures, and committee recommendations.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategy:

Goal 2: Ensure continued fiscal sustainability through financial and budgetary stewardship

FISCAL IMPACT

No fiscal impact is associated with this informational report.

RECOMMENDATION

It is recommended that the City Council accept the annual report from the Measure E Residents' Oversight Committee.

Prepared by: Martha Garcia, Interim Administrative Services Director

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Attachment A – Measure E Residents' Oversight Committee 2016 Annual Report (for Fiscal Year 2014-2015)

2016 Annual Report

Measure E Residents Oversight Committee

Presentation to Tracy City Council
October 4, 2016



Agenda

- Roles and Responsibilities
- Financial Analysis
- Measure E Committee Conclusions and Recommendations

MEROC Roles and Responsibilities

- Roles and Responsibilities
 - Serve in an advisory-only capacity to City Council
 - Provide oversight of sales tax revenues generated by Measure E
 - Review audited financial statements of City
 - Review other City financial reports pertaining to Measure E revenues
 - Provide Council with annual written report

The 2016 report is the fourth annual Measure E Committee report that highlights the City's 2014/15 General Fund fiscal year.

Prior Year Activities

- Review of financial audit report
 - Prepared by Maze & Associates, Certified Public Accountants
 - City of Tracy sales and use tax forecasts
 - City of Tracy General Fund Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2015
 - Miscellaneous reports, worksheets, and analysis related to fiscal issues of the City
- Measure E tax revenues in FY2014/15
 - Measure E Residents Oversight Committee confirms receipt of \$7,625,279 in Measure E revenues in fiscal year ending June 30, 2015
 - Amount deposited to City's General Fund in accordance with stipulations of Measure E

Auditor's Report FY 2014/15



INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Tracy, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Tracy as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W mazeassociates.com

Source: City of Tracy CAFR for FY ending June 30, 2015

Measure E Deposit to General Fund

CITY OF TRACY
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2015

NOTE 14 – COMMITMENTS AND CONTINGENCIES (Continued)

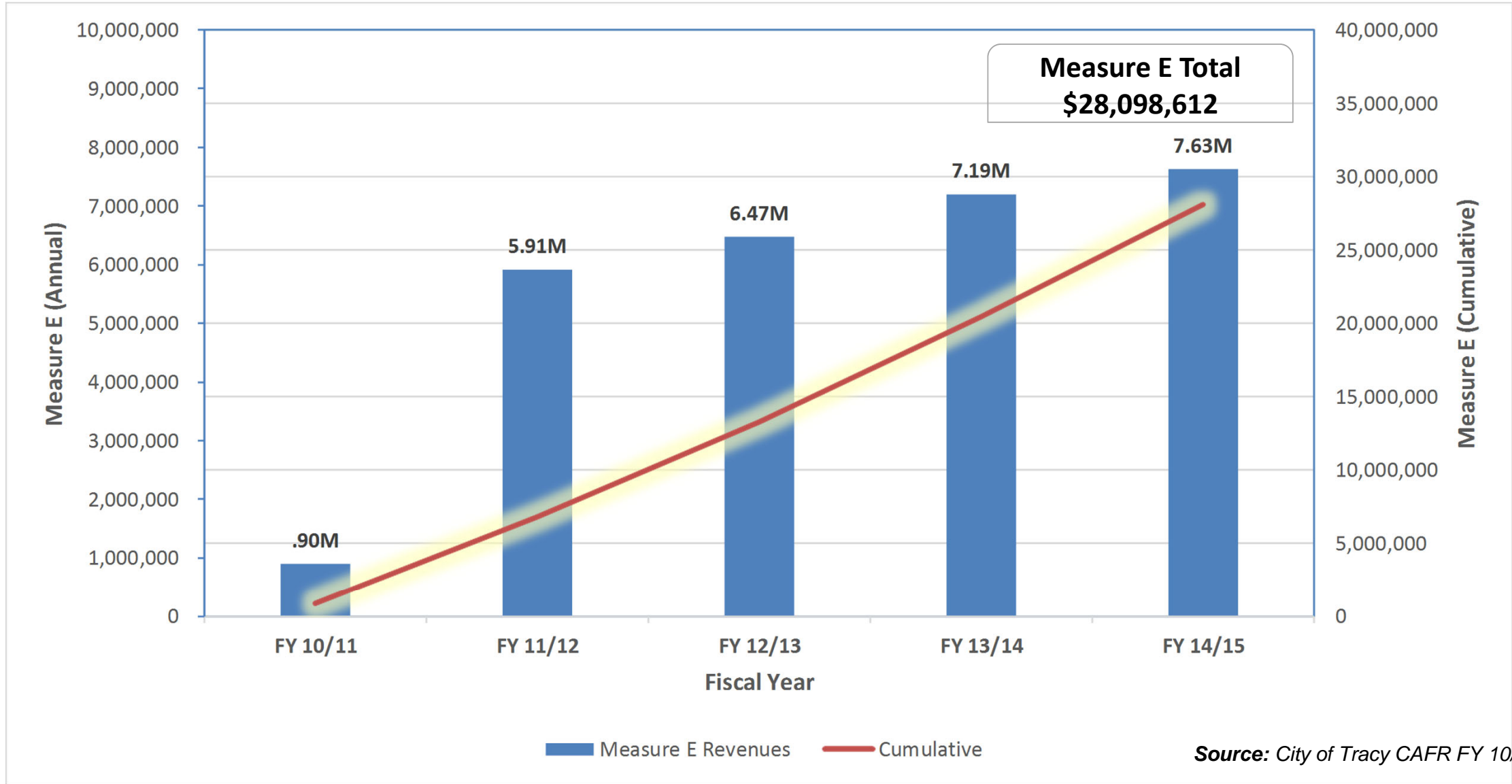
D. Measure E Sales Tax Revenues

The City receives tax proceeds from the Measure E one-half cent sales tax approved by Tracy voters in November 2010, commencing for a five year period beginning April 1, 2011. The amount of Measure E tax proceeds received and recorded during the fiscal year ending June 30, 2015 was \$7,625,279. Measure E is a general tax of the City and the revenues were deposited in the City's General Fund. Expenditures for a variety of City functions were made from the City's General Fund utilizing the Measure E and other revenue of the City.

Source: City of Tracy CAFR for FY ending June 30, 2015

Measure E Revenues by Year & Total

Measure generated \$28.1M since inception FY2010/11



General Fund Actual Revenues & Expenditures

Fiscal Years 2010/11 to 2014/15

Source: City of Tracy CAFR FY 10/11 to 14/15

Fiscal Year	Measure E Years									
	Actual		Actual		Actual		Actual		Actual	
	FY 10/11	No Measure E	FY 11/12	No Measure E	FY 12/13	No Measure E	FY 13/14	No Measure E	FY 14/15	No Measure E
Revenues										
Taxes	27,753,578	26,857,027	34,079,771	28,166,463	37,134,728	30,665,661	40,282,107	33,087,700	44,083,078	36,457,799
Licenses, permits and fees	2,930,085		2,997,556		3,375,983		3,813,645		4,388,047	
Fines and penalties	1,543,198		1,526,402		566,473		790,326		195,891	
Use of money and property	1,396,757		993,509		370,414		832,258		637,267	
Intergovernmental	1,459,704		1,199,722		2,202,373		1,533,055		1,866,269	
Charges for Services	8,742,602		8,213,167		8,930,270		8,588,914		8,913,153	
Special assessments	343,435		352,344		363,536		370,643		379,936	
Contributions			4,651		47,847					
Other revenues	1,136,368		1,262,786		1,123,655		1,184,106		1,390,190	
Total revenues	45,305,727	44,409,176	50,629,908	44,716,600	54,115,279	47,646,212	57,395,054	50,200,647	61,853,831	54,228,552
Expenditures										
General government	5,583,662		5,985,311		5,715,236		6,076,961		7,039,517	
Public safety	29,024,232		30,625,436		30,232,518		30,814,096		31,713,057	
Public works/engineering	8,379,125		9,048,676		9,872,480		9,949,617		11,559,505	
Culture and leisure	3,509,014		3,463,370		3,329,534		3,112,681		3,019,366	
Capital outlay	185,658		132,688		312,597		55,225		241,745	
Debt service									52,732	
Total expenditures	46,681,691	46,681,691	49,255,481	49,255,481	49,462,365	49,462,365	50,008,580	50,008,580	53,625,922	53,625,922
Operating surplus (deficit)	(1,375,964)	(2,272,515)	1,374,427	(4,538,881)	4,652,914	(1,816,153)	7,386,474	192,067	8,227,909	602,630
Transfers in/(out)	(1,173,000)		(1,427,405)		(2,693,468)		(1,208,709)		(11,518,000)	
Net change in fund balance	(2,548,964)		(52,978)		1,959,446		6,177,765		(3,290,091)	
Beginning fund balance	29,536,058		26,987,114		26,934,136		28,893,582		40,943,524	
Ending fund balance	26,987,114		26,934,136		28,893,582		35,071,347		37,653,433	
Fund balance restatement							5,872,177			
Restated ending balance	26,987,114						40,943,524	0	37,653,433	
Measure E sales tax in Revenues	896,551	0	5,913,308	0	6,469,067	0	7,194,407	0	7,625,279	0

Two Years of Structural Surpluses

- Excluding Measure E, City had operating surpluses past 2 years
- FY2013/14
 - With Measure E: \$7,386,474
 - Without Measure E: \$192,067
- FY2014/15
 - With Measure E: \$8,227,909
 - Without Measure E: \$602,630

Fiscal Year	Actual		Actual	
	FY 13/14	No Measure E	FY 14/15	No Measure E
Revenues				
Taxes	40,282,107	33,087,700	44,083,078	36,457,799
Licenses, permits and fees	3,813,645		4,388,047	
Fines and penalties	790,326		195,891	
Use of money and property	832,258		637,267	
Intergovernmental	1,533,055		1,866,269	
Charges for Services	8,588,914		8,913,153	
Special assessments	370,643		379,936	
Contributions				
Other revenues	1,184,106		1,390,190	
Total revenues	57,395,054	50,200,647	61,853,831	54,228,552
Expenditures				
General government	6,076,901		7,039,517	
Public safety	30,814,096		31,713,057	
Public works/engineering	9,949,617		11,559,505	
Culture and leisure	3,112,681		3,019,366	
Capital outlay	55,225		241,745	
Debt service			52,732	
Total expenditures	50,008,580	50,008,580	53,625,922	53,625,922
Operating surplus (deficit)	7,386,474	192,067	8,227,909	602,630
Transfers in/(out)	(1,208,709)		(11,518,000)	
Net change in fund balance	6,177,765		(3,290,091)	
Beginning fund balance	28,893,582		40,943,524	
Ending fund balance	35,071,347		37,653,433	
Fund balance restatement	5,872,177			
Restated ending balance	40,943,524	0	37,653,433	0
Measure E sales tax in Revenues	7,194,407	0	7,625,279	0

Current Year Activities

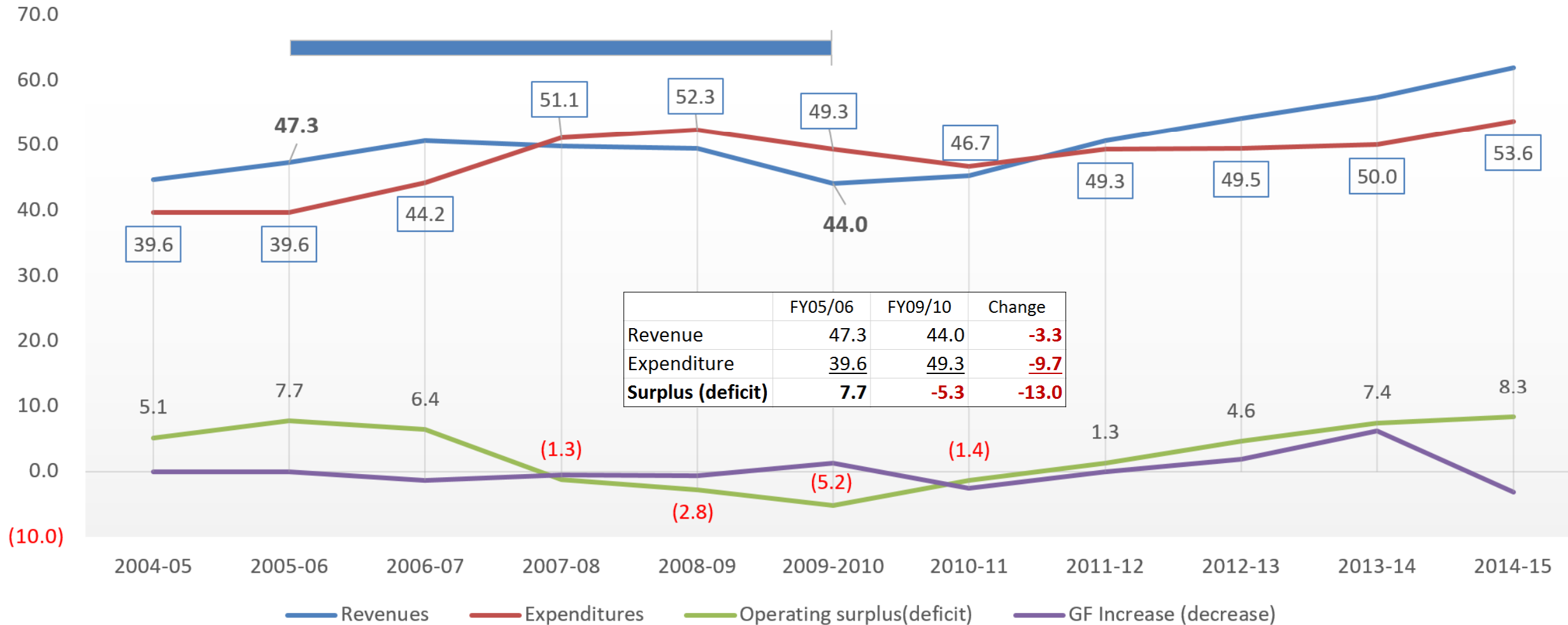
- Engaged in discussions with City staff
 - Related to recommended uses of excess revenues generated by Measure E
 - Additional revenues help City achieve balanced budget with prudent reserve balances
- Committee examining recommendations to plan General Fund budgeting beyond FY 2016 without Measure E additional revenue
- Results of this year's oversight process are advisory recommendations presented later in this report

Improvement Opportunities

Why the City Needed Measure E

Financial Turbulence from FY05/06 to FY09/10

General Fund Revenues & Expenditures
FY04/05 - FY14/15



Budgeted vs Actual Results

- FY2015/16 budgeted revenue and expenditures can't be compared to prior year actuals
- For example, development services and engineering revenues/expenditures removed from FY15/16 General Fund budget estimates

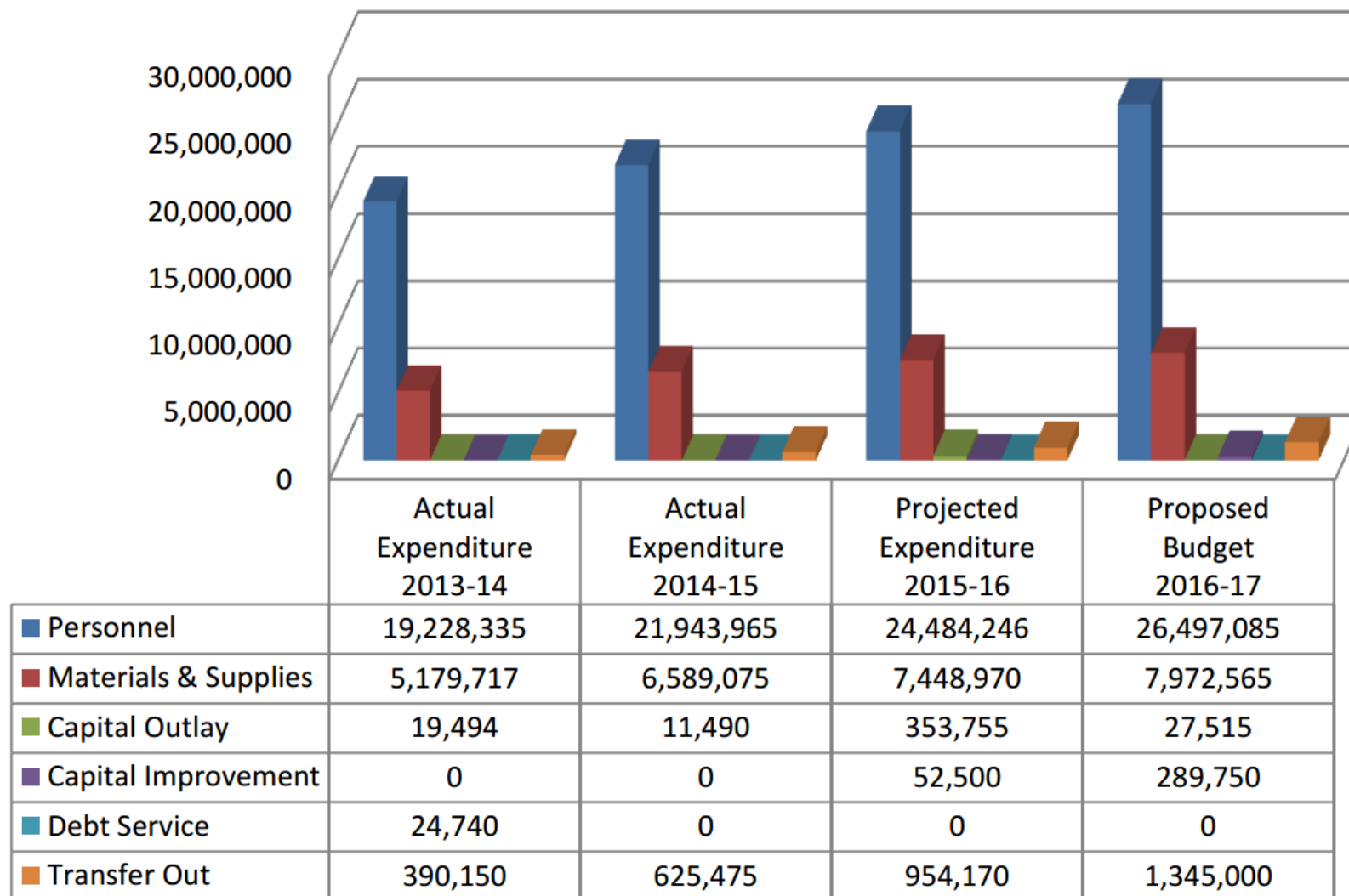
Fiscal Year	Measure E Years					
	Actual		Actual FY 2014/15		Estimate	
	FY 13/14	No Measure E	FY 14/15	No Measure E	FY 15/16	No Measure E
Revenues						
Taxes	40,282,107	33,087,700	44,083,078	36,457,799		
Licenses, permits and fees	3,813,645		4,388,047			
Fines and penalties	790,326		195,891			
Use of money and property	832,258		637,267			
Intergovernmental	1,533,055		1,866,269			
Charges for Services	8,588,914		8,913,153			
Special assessments	370,643		379,936			
Contributions						
Other revenues	1,184,106		1,390,190			
Total revenues	57,395,054	50,200,647	61,853,831	54,228,552	58,823,990	52,009,090
Expenditures						
General government	6,076,961		7,039,517			
Public safety	30,814,096		31,713,057			
Public works/engineering	9,949,617		11,559,505			
Culture and leisure	3,112,681		3,019,366			
Capital outlay	55,225		241,745			
Debt service			52,732			
Total expenditures	50,008,580	50,008,580	53,625,922	53,625,922	48,173,700	48,173,700
Operating surplus (deficit)	7,386,474	192,067	8,227,909	602,630	10,650,290	3,835,390
Transfers out	1,208,709		11,518,000		8,526,046	
Net change in fund balance	6,177,765		(3,290,091)		2,124,244	
Beginning fund balances	28,893,582		40,943,524			
Ending fund balances	35,071,347		37,653,433			
Fund balance restatement	5,872,177					
Restated ending balance	40,943,524		37,653,433			
Measure E sales tax in Revenues	7,194,407	0	7,625,279	0	6,814,900	0

Source: City of Tracy CAFR FY 13/14 to 14/15; City of Tracy Financial Plan 2016-17 & 2017-18

Example of Multi-Year Comparison – City of Manteca

- City should provide multi-year comparison of revenues, expenditures, operating surplus/deficit
- Budget vs actual
- Facilitates city council evaluation of revenue, spending and operating surplus/deficit trends
- Allows proactive decisions on spending priorities & mitigation of increasing cost levels

General Fund Expenditure Comparison FY2014-2017



Source: City of Manteca Finance Dept. web site

Example of Multi-Year Comparison – City of Manteca

	Actual 2013-14	Actual 2014-15	Estimate 2015-16	Budget 2016-17
Tax & Franchise Revenues				
Sales & use tax				
General	7,360,545	7,961,635	8,865,000	11,335,000
Public Safety (SB509)	254,600	270,545	255,000	275,000
Property Tax in Lieu of Sales Tax	0	0	0	0
Property Tax	11,051,870	13,054,965	12,322,650	12,707,100
Transient Occupancy Tax	678,155	794,100	908,265	999,000
Franchise Fees	1,383,520	1,422,100	1,491,125	1,558,215
Documentary Stamp Tax	286,835	282,065	335,000	355,000
Excise Tax	292,500	387,900	435,000	450,000
Other	2,444,430	2,611,385	2,222,220	0
License & Permits				
Business Licenses	514,395	590,670	625,000	655,000
Animal Licenses	215,245	291,880	277,405	277,870
Other	4,105	1,765	3,000	3,000

Source: City of Manteca Finance Dept. web site

Committee Recommendations

Committee Recommendations

1. Reservation and use of Measure E surplus funds
 - In years of General Fund surplus, reserve portion of surplus in discretionary Measure E special fund
 - Special fund to be used to finance one-time operating or capital projects that reduce General Fund expenditures

Committee Recommendations

2. Enhance General Fund financial reporting

- City’s financial statements not as informative enough to drive city council decisions on strategic spending priorities
- City does not publish multi-year financial statements
 - Recommendation: Enhance current CAFR to include comparisons between two previous year actuals, current year estimate and following year budget
- Large differences between budgeted and actual spending levels
 - Recommendation: prepare annual “management summary” reconciles budgeted and actual expenditure levels
- City and Measure E Committee work together to create “Plain English” informational financial reporting that better informs taxpayers as to City’s historical spending and current financial position

Committee Recommendations

3. Implementation of additional revenue enhancement and cost reduction opportunities
 - Committee strongly recommends that the City Council and staff continue to explore additional cost reduction and revenue enhancement strategies to align General Fund revenue and expenditure levels in anticipation of the expiry of Measure E in the year 2016
 - Explore opportunities to diversify revenue sources to include event-based revenues such as those generated by local, regional and national sports league competitions and events

AGENDA ITEM 4

REQUEST

INTRODUCE AN ORDINANCE TO CREATE AN OVERLAY ZONE TO ESTABLISH LAND USE LIMITATIONS AND ADDITIONAL DEVELOPMENT STANDARDS ALONG THE I-205 CORRIDOR EAST OF TRACY BOULEVARD - APPLICATION NUMBER ZA16-0003

EXECUTIVE SUMMARY

The proposal is to adopt an Ordinance creating an overlay zone containing land use limitations and development standards affecting property within 500 feet of Interstate 205 between Tracy Boulevard and the east City limit.

DISCUSSION

City Council has met and discussed development on the eastern I-205 corridor a number of times, beginning in July 2012, and seven times since then, focusing on economic development opportunities, zoning, development policy, and design standards. In their most recent meeting on April 5, 2016, staff was directed to draft an ordinance to create an I-205 overlay zone. Following that direction, staff completed an environmental analysis that indicates that there will be no significant impacts as a result of the proposed overlay zone. Council has identified that zone as Tracy Boulevard to the eastern City limit, to be applied to properties within 500 feet of Interstate 205. Since that time, staff has drafted the proposed overlay zone and held a workshop with Council to discuss and receive direction regarding the contents of the overlay.

The overlay was to be based upon the overlay existing within the Cordes Ranch Specific Plan as a reference point, as that overlay within the recently adopted Specific Plan is anticipated to help create a well-designed development corridor along the western entrance to the City. The intent, as directed by City Council, was to limit the land uses and increase visual appeal by establishing additional development requirements, including maximum building size, and setbacks from I-205.

Draft Overlay Zone Contents

The draft overlay zone would apply to property within 500 feet of I-205. In the draft overlay zone, a 500-foot wide zone is presented that contains limitations similar to the Cordes Ranch Specific Plan overlay in that it contains a prohibition on warehouse/distribution land uses and contains site layout, building height, and setback requirements. Attachment A to the staff report is the draft overlay zone.

The overlay zone is drafted (as it does in Cordes Ranch) to prohibit large-scale warehouse/manufacturing/industrial land uses, while still allowing all of the other land uses that are currently listed as permitted and conditionally permitted within each of the affected underlying zones (Northeast Industrial Specific Plan, Light Industrial, Highway Service, and Planned Unit Development).

The overlay zone also proposes to utilize each property's relevant building setback requirements per the underlying zone district, with the exception that a building setback of 100 feet is required along the I-205 frontage. The proposed maximum building height within the overlay zone is 40 feet, and the maximum floor area ratio is proposed at 40 percent. The overlay zone also proposes a maximum building size for a single structure of 75,000 square feet. Further, the overlay zone requires that Planning Commission and City Council review and approve any development review permit within the overlay zone. The reason why the Study Area Draft Overlay Zone extends 500 feet from the Caltrans right-of-way is to better further the objective of not having large distribution/warehouses readily visible from the freeway.

Design Guidelines

Council and staff have discussed design guidelines for the overlay zone, and a draft of said guidelines was previously discussed at City Council. On September 6, 2016, a workshop was held with City Council to discuss the City's overall regulations as it pertains to design standards, both qualitative and quantitative for development of both public and private property. At that time it was determined that the city's overall architectural Design Goals and Standards document was to be updated to incorporate Council direction from that workshop, as well as the design changes specific to the I-205 Overlay zone. That document will be discussed and reviewed by the Planning Commission prior to evaluation by the City Council.

Environmental Analysis

The proposed I-205 overlay zone is consistent with the Environmental Impact Report (EIR) that was prepared for the General Plan and certified on February 1, 2011. In accordance with CEQA Guidelines Section 15183, no further environmental assessment is required. An analysis of the project shows that there will be no significant on or off-site impacts as a result of this overlay zone that were not already discussed in the General Plan EIR, or that cannot be mitigated to a less than significant level through the application of uniformly applied development policies and standards proposed therein (Attachment B).

Planning Commission Review

The Planning Commission conducted a public hearing to review this proposal on August 10, 2016. By 4-1 vote, the Planning Commission recommended that the City Council deny the amendment to the Tracy Municipal Code, Application Number ZA16-0003, to create an I-205 overlay zone.

The Planning Commission discussed the item for over an hour and a half and raised several points that they desired to be shared with the City Council, as follows. The DRAFT minutes from the Planning Commission hearing are attached to the staff report (Attachment C). While there was no consensus on the Commission in terms of their action, one overarching, re-occurring question was whether an overlay was the most appropriate way or even necessary to achieve an aesthetically pleasing corridor. Planning Commission desired to have a better understanding of City Council's goals related to creating an overlay and could not understand what could not be achieved with

the current standards and zoning or how a change in the standards would help with the City's stated goal of economic vitality and jobs generation. The Commission questioned whether the overlay was overly restricting property owners' rights and their ability to develop or sell property. They also expressed a desire to see continued flexibility that the current standards and development processes accommodate. The Commission asked if there were other positive examples of warehouses and overlays to use as a comparison, especially to ensure economic vitality. Staff responded that each City is different, and has different goals for property fronting freeways.

There was mention by a Commissioner that no one knows what the future holds and therefore the overlay encouraged the large industrial buildings to occur elsewhere in the City, and created a heightened sense of design. This particular thought was that a 500 foot overlay should be flexibly utilized based on what Planning Commissioners evaluated in future applications.

Overall, the Commission grappled with trying to see how the ordinance was the most appropriate tool for high quality design and continued economic development. The majority concluded that they could not recommend approval because of concerns regarding the necessity of the overlay as opposed to the flexibility and design processes currently in place. There was general concern regarding the preservation of economic vitality, property rights and potentially overreaching land use limitations.

STRATEGIC PLAN

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

FISCAL IMPACT

This agenda item does not require the specific expenditure of any City funds.

RECOMMENDATION

Staff recommends that the City Council introduce an ordinance creating an I-205 Overlay Zone.

Prepared by: Victoria Lombardo, Senior Planner and Bill Dean, Assistant Development Services Director

Reviewed by: Andrew Malik, Development Services Director
Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Draft I-205 Overlay Zone Ordinance
Attachment B – CEQA Analysis
Attachment C – DRAFT Minutes from the Planning Commission hearing on August 10, 2016

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY ADDING A NEW ARTICLE 21.2 (I-205 OVERLAY ZONE) TO TITLE 10 (PLANNING AND ZONING) OF THE TRACY MUNICIPAL CODE

WHEREAS, The City of Tracy declares that:

A. Interstate 205 (“I-205”) runs through the northern-most part of the City and connects to Interstates 580 and 5. Areas that are adjacent to I-205 (“I-205 Corridor”) are of vital importance to the City because they are visual entryways to the City and serve a significant function in preserving the City’s economic vitality, and

B. Large buildings, particularly with long expanses, built along I-205, may lack aesthetic appeal, block views of the City and nearby scenic resources, or create an imposing presence, negatively affecting the impression of the City’s image and character to people traveling along I-205, and

C. Some areas of the I-205 Corridor are governed by the I-205 Corridor Specific Plan. A major amendment to the I-205 Corridor Specific Plan was adopted by the City Council in 1999 (Resolution No. 99-240). Since that time, there have been a number of amendments to the I-205 Specific Plan, and

D. Other areas of the I-205 Corridor are governed by different specific planning areas and zoning districts, including: the Industrial Area Specific Plan; the Northeast Industrial Specific Plan; the Light Industrial Zone (M-1); the Highway Service Zone (HS); the Planned Unit Development Zone (PUD); the Medium Density Cluster Zone (MDC); and the Low Density Residential Zone (LDR), and

E. In 2011, the City adopted a major update of its General Plan, and

F. The General Plan recognizes the aesthetic importance of the I-205 Corridor, and

G. The Community Character Element of the General Plan provides in relevant part that:

Tracy is at the crossroads of three Interstate highways that carry many visitors, in addition to residents, through the city. Thus, aesthetically pleasing entryways and visual landmarks that signal a sense of arrival to Tracy are important components that contribute to the City’s character. (Community Character Element, p. 3-5.), and

H. The Land Use Element of the General Plan identifies parts of the I-205 Corridor as an “area of special consideration #5” and provides in relevant part that:

Areas around I-205 off-ramps, including areas on Eleventh Street, Grant Line Road, Tracy Boulevard and MacArthur Drive, serve as entryways to the City. Special attention should be given to the types of uses and design of these areas to ensure that development is visually attractive (Land Use Element, p. 2-55.).

5a. Entryway locations include, but are not limited to: Paradise Road, Chrisman Road, Lammers Road, MacArthur Drive, Grant Line Road and Eleventh Street, where these streets intersect I-205 (Land Use Element, p. 2-55).

5b. Follow the guidance for entryways in the City's Civic Art Plan. (Land Use Element, p. 2-55.), and

I. The Economic Development Element of the General Plan also recognizes that the I-205 Corridor serves a significant function in preserving the City's economic vitality and sets forth the following objective and policies:

Objective ED-6.5 Support and expand the I-205 Specific Plan.

Policies

P1. The following types of businesses are encouraged in the I-205 Specific Plan area:

- Office or tech/flex office development to support the retail base with daytime customer clientele.
- Big box and regional destination/lifestyle retail development.
- Restaurants.

P2. The City shall support efforts to ensure that the I-205 Specific Plan area remains a regional retail destination. (Land Use Element, p. 4-15 – 4-16.)

J. The General Plan also calls for the City to “[t]ake actions necessary to ensure that Specific Plans are in conformance with the General Plan.” (Land Use Element, p.2-34.), and

K. The City believes that the General Plan's goals and policies related to preserving the visual and economic importance of the I-205 Corridor may be better furthered by incorporating updated development and design standards, as well as additional review for certain development applications within the I-205 corridor frontage area, and

L. On July 21, 2015, the City Council directed City staff to begin studying options for the land uses, development standards, and design standards along portions of the I-205 Corridor from Tracy Boulevard to the eastern City limit, and

M. On October 9, 2015, the City Council authorized funding and directed staff to create draft design guidelines for, and to conduct an economic analysis of, the I-205 Corridor, and

N. On December 15, 2015, the City Council reviewed the draft design guidelines and economic analysis of the I-205 Corridor, and directed staff to present options to the City Council related to possible zoning ordinance amendments to uses in the I-205 Corridor, and

O. On February 16, 2016, City Council conducted a workshop to further discuss

options for adopting and applying new development regulations, standards, and permit processes for new development along the I-205 Corridor, and

P. On April 5, 2016 City Council approved a resolution initiating proceedings to establish an I-205 Overlay Zone, and

WHEREAS, the Planning Commission conducted a noticed public hearing on August 10, 2016 and recommended that City Council deny the amendment to the Tracy Municipal Code, and

WHEREAS, A noticed public hearing was held on October 4, 2016, and

WHEREAS, The proposed overlay zone is consistent with the EIR prepared for the General Plan certified on February 1, 2011. In accordance with CEQA Guidelines Section 15183, no further environment assessment is required.

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

SECTION 1: A new Article 21.2, I-205 Overlay Zone, is added to Title 10 (Planning and Zoning) of the Tracy Municipal Code, to read as set forth in the attached Exhibit A.

SECTION 2: Cross-references to the new Article 21.2 are added to the following existing zoning districts, as set forth in the attached Exhibit B: M-1, PUD, HS, NEI Specific Plan.

SECTION 3: This Ordinance shall take effect 30 days after adoption.

SECTION 4: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

Ordinance _____
Page 4

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 4th day of October, 2016, and finally adopted on the _____ day of _____ by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

Exhibit A
“Article 21.2, I-205 Overlay Zone

[Delete section list after review]

Section:

10.08.2860	Purpose
10.08.2861	Applicability
10.08.2862	Permitted uses
10.08.2864	Development standards
10.08.2865	Development review permit

10.08.2860 Purpose

The purposes of this I-205 overlay zone are to maximize the aesthetic appearance of development along the I-205 corridor, maximize the economic development potential of lands along the I-205 corridor consistent with City economic development goals, and establish development application processing requirements for application submittals along the I-205 corridor;

10.08.2861 Applicability

A. Definitions. In this article:

I-205 corridor means the property on both sides of the I-205 freeway as it passes through the City.

I-205 overlay zone means the property along the I-205 corridor within 500 feet of either side of the freeway, as measured from the edge of the Caltrans right of way. This overlay zone applies new development in the following: light industrial zone (M-1), industrial designations within the planned unit development zone (PUD), I-205 Specific Plan, Northeast Industrial Specific Plan zone, and Industrial Specific Plan (ISP).

B. This article applies to the I-205 overlay zone.

10.08.2862 Permitted and prohibited uses

Any distribution, warehouse or similar use is prohibited in the I-205 overlay zone.

Existing permitted uses in each zone district apply in the I-205 overlay zone except as follows:

Use Group 52, Contract construction, in buildings over 75,000 square feet

Use Group 53, Warehousing and storage

Use Group 60, Manufacturing uses, light, in buildings over 75,000 square feet

Use Group 61, Manufacturing uses, intermediate

Use Group 63, Manufacturing uses, very heavy

Truck stop uses, including fueling, servicing and emergency repairs
Furniture and cabinet assembly in buildings over 75,000 square feet
Parcel delivery service and vehicle storage
Truck terminals
Mini storage
Equipment storage, rental and sales, indoor or outdoor

10.08.2863 Development standards

- A. Yard areas. Minimum yard setbacks in the I-205 overlay zone are the same as in the underlying zoning district except that the setback from the I-205 corridor right of way is 100 feet.
- B. Building height. The maximum building height within the I-205 overlay zone is 40 feet.
- C. Floor area ratio. The maximum floor area ratio within the I-205 overlay zone is 40%.
- D. Building Size: The maximum building size within the I-205 overlay zone is 75,000 square feet.

10.08.2864 Development review permit.

Before obtaining a building permit for an improvement in the I-205 overlay zone, the owner must first obtain a development review permit under article 30 (section 10.08.3920 and following). Development must conform to the Citywide Design Standards, including the I-205 overlay zone standards. A development review permit application for a parcel in the I-205 overlay zone is subject to City Council approval after Planning Commission recommendation.”

Exhibit B

A. A new section 10.08.1765, I-205 overlay zone, is added to the planned unit development zone regulations to read:

“10.08.1765 I-205 overlay zone.

The I-205 overlay zone applies to portions of PUD zones. (See section 10.08.2860.)”

B. A new section 10.08.2635, I-205 overlay zone, is added to the light industrial zone (M-1) regulations to read:

“10.08.2635 I-205 overlay zone.

The I-205 overlay zone applies to portions of this M-1 zone. (See section 10.08.2860.)”

C. Section 10.08.3022, Northeast Industrial Specific Plan zone, is amended to read:

“10.08.3022 Northeast Industrial Specific Plan Zone.

The zoning within the Northeast Industrial Specific Plan Zone is governed by the Northeast Industrial Area Specific Plan. In addition, the I-205 overlay zone applies to portions of this Northeast Industrial Specific Plan zone. (See section 10.08.2860.)”

CEQA 15183 ANALYSIS

FOR THE

INTERSTATE 205 OVERLAY PROJECT

JULY 2016

Prepared for:

City of Tracy
Department of Development Services
333 Civic Center Plaza
Tracy, CA 95376

Prepared by:

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 949-3231

INTRODUCTION

The following pages provide an analysis of the proposed Interstate 205 Overlay Project (project) with respect to the project's consistency with the City of Tracy General Plan, the analysis contained in the General Plan EIR, and any site-specific environmental impacts or cumulative impacts that may result from project implementation.

As explained in the following pages, the proposed project is consistent with the City's General Plan, for which an EIR was prepared and certified, and there are no site-specific or cumulative impacts associated with the proposed project that have not been fully addressed in a previous environmental document, or that cannot be mitigated to a less than significant level through the application of uniformly applied development policies and/or standards. The findings presented below demonstrate that no additional environmental analysis is required under the California Environmental Quality Act (CEQA) prior to approval of the proposed project.

PROJECT OVERVIEW

PROJECT LOCATION

The project site consists of 365.62 acres located along Interstate 205 (I-205) in the northern portion of the City of Tracy. The project's regional location is shown in Figure 1 and an aerial view of the project site is shown in Figure 2. The project site encompasses 233 Assessor Parcel Numbers (APN). Figure 3 shows the parcel boundaries within the project site.

PROJECT DESCRIPTION

The proposed project is an Overlay Zone affecting properties within 500 feet of the I-205 corridor within portions of the City of Tracy. The project would result in the addition of a new Article under Title 10, Planning and Zoning, to the Tracy Municipal Code, as well as minor revisions (i.e., cross-references to the proposed Article) to several existing zoning districts. There are no specific development projects proposed as part of the I-205 Overlay Project.

The proposed 500-foot Overlay Zone contains limitations similar to the Cordes Ranch Specific Plan overlay in that it contains a prohibition on warehouse/distribution land uses and contains site layout, building height, and setback requirements. The proposed Overlay Zone would (as does the Cordes Ranch Specific Plan) prohibit large-scale warehouse, manufacturing, and industrial land uses, while still allowing all of the other land uses that are currently listed as permitted and conditionally permitted within each of the affected underlying zones (i.e., the Northeast Industrial Specific Plan, the I-205 Corridor Specific Plan, the Tracy Industrial Area Specific Plan, and the Light Industrial, Highway Service, and Planned Unit Development zoning districts). The proposed Overlay Zone boundaries, as well as the aforementioned underlying zones, are shown in Figure 4.

The proposed Overlay Zone would utilize each property's relevant building setback requirements per the underlying zone district, with the exception that a building setback of 100 feet is required along the I-205 frontage. As shown in Table 1, the proposed maximum building height within the overlay is 40 feet, and the proposed maximum floor-area-ratio (FAR) is 40 percent. The proposed

Overlay Zone also contains a maximum building size for a single structure of 75,000 square feet. Further, the overlay requires that the Planning Commission and City Council review and approve any development review permit within the proposed I-105 Overlay Zone.

Table 1: Regulations for Development Within 500 Feet of Interstate 205

<i>SPECIFIC PLAN/ZONING</i>	<i>BUILDING HEIGHT</i>	<i>FREEWAY SETBACK</i>	<i>FLOOR AREA RATIO¹</i>	<i>MAXIMUM BUILDING SIZE¹</i>
Cordes Ranch Specific Plan	80 feet	100 feet	40%	75 KSF
Northeast Industrial Specific Plan	60 feet	25 feet	50%	None
I-205 Specific Plan	40 feet	25 feet	45-50%	None
Light Industrial (M-1) Zone	None	None	None	None
Industrial Areas Specific Plan	40 feet ²	25 feet	45%	None
<i>Proposed I-205 Overlay Zone</i>	<i>40 feet</i>	<i>100 feet</i>	<i>40%</i>	<i>75 KSF</i>

NOTES:

¹ FLOOR AREA RATIO (FAR) AND MAXIMUM BUILDING SIZE ARE FOR INDUSTRIAL USES ONLY. MAXIMUM BUILDING SIZE IS SHOWN IN THOUSAND SQUARE FEET (KSF).

² MAY BE 45 FEET WITH LARGER BUILDING SETBACKS.

Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans.

The primary purpose of the I-205 Overlay Zone is to provide for aesthetic enhancements to the freeway corridor, and to limit new large-scale warehouse-style development within 500 feet of the freeway corridor, in order to enhance and protect the aesthetics of the corridor at key entry points to the City. The I-205 Overlay Zone supports implementation of goals and policies contained within the Tracy General Plan, and would be fully consistent with both the General Plan and the analysis contained in the General Plan EIR.

EXISTING SITE USES

The project site currently consists of industrial and commercial warehouses and buildings, associated parking lots, a residential subdivision, and the I-205 corridor. The unimproved portions of the site include vacant and undeveloped land as well as agricultural uses. Figure 2 shows an aerial view of the project site.

SURROUNDING LAND USES

The surrounding area adjacent to the project site includes commercial, industrial, public facility, and agricultural uses to the north of the project site, agricultural and industrial uses to the east, industrial, commercial, and residential uses to the south, and commercial and rural residential uses to the west. The project site and the surrounding uses are designated Park, Agriculture, Public Facilities, Commercial, Industrial, Low Density Residential, and Medium Density Residential by the City's General Plan.

GENERAL PLAN AND ZONING DESIGNATIONS

The Tracy General Plan land use designations for the project site are Commercial, Industrial, and Residential Medium. The Industrial land use designation contains uses such as warehouses and distribution facilities, light manufacturing, self-storage facilities, aggregate deposits and extraction operations, and automobile garages. Land designated Industrial may have a maximum FAR of 0.5. The Commercial land use designation includes sites with one or more types of retail and office facilities, typically containing restaurants, grocery stores, shopping centers, and office parks. Land designated Commercial may have a maximum FAR of 1.0. The Residential Medium land use 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. Figure 5 displays the General Plan Land Use Designations for the project site and surrounding area.

The project site is currently zoned Light Industrial (M-1), Highway Service (HS), Planned Unit Development (PUD), and Medium Density Cluster (MDC). The M-1 Zone classification is designed to provide for commercial and industrial activities and uses which are included in Chapter 10.08, Article 20 of the Tracy Municipal Code. The HS Zone classification is designed to provide for freeway-oriented uses in close proximity to the freeway interchanges. The uses permitted are intended to encourage automobile and truck related uses which will be compatible with adjacent zones and development and which require large land areas and are not appropriate, compatible, or of a type usually found in downtown areas or shopping centers. The PUD Zone classification is designed to allow flexibility and creativity in site planning for residential, commercial, or industrial uses to achieve greater efficiency in land use by maximizing open space, preserving natural amenities, and creating additional amenities. The MDC Zone classification is designed to provide for single- and two-family dwellings, dwelling groups, and supporting uses and to be utilized in appropriate locations within the areas designated medium density residential with a density range of 5.9 to 12.0 dwelling units per gross acre by the General Plan. Figure 6 displays the zoning designations for the project site and surrounding area.

REQUESTED ENTITLEMENTS AND OTHER APPROVALS

The City of Tracy is the Lead Agency for the proposed project, pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), Section 15050.

This document will be used by the City of Tracy to take the following actions:

- Adoption of the CEQA Exemption (Guidelines Section 15183).
- Approval of the proposed Article under Title 10, Planning and Zoning, to the Tracy Municipal Code, as well as minor revisions (i.e., cross-references to the new Article) to several existing zoning districts.

PREVIOUS ENVIRONMENTAL ANALYSES OF THE PROPOSED PROJECT

Three previous environmental analyses have been prepared and certified which are applicable to the proposed project.

TRACY GENERAL PLAN EIR

On February 1, 2011, the City adopted a new General Plan and certified the associated General Plan EIR (SCH# 2008092006). The proposed project would be consistent with the General Plan designations of Commercial and Industrial. The General Plan EIR assumed full development and buildout of the project site, consistent with the uses and densities proposed by the project. The cumulative impacts associated with buildout of the City of Tracy General Plan, including the project site, were fully addressed in the General Plan EIR.

NORTHEAST INDUSTRIAL SPECIFIC PLAN EIR

The City previously adopted the Northeast Industrial Specific Plan and certified the associated EIR (SCH# 95102050). As shown in Figure 4, a portion of the Northeast Industrial Specific Plan area is located within the easternmost portion of the proposed Overlay Zone. The proposed project would be consistent with the land uses included in the Northeast Industrial Specific Plan, as described above. The Northeast Industrial Specific Plan EIR assumed full development and buildout of the easternmost portion of the proposed Overlay Zone. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. The cumulative impacts associated with buildout of the Northeast Industrial Specific Plan, including the easternmost portion of the proposed Overlay Zone, were fully addressed in the Northeast Industrial Specific Plan EIR.

I-205 CORRIDOR SPECIFIC PLAN EIR

On July 6, 1999, the City approved and adopted the I-205 Corridor Specific Plan and certified the associated EIR (SCH# 2003102045). As shown in Figure 4, a portion of the I-205 Corridor Specific Plan area is located within the central portion of the proposed Overlay Zone. The proposed project would be consistent with the I-205 Corridor Specific Plan, as described above. The I-205 Corridor Specific Plan EIR assumed full development and buildout of the project site. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. The cumulative impacts associated with buildout of the I-205 Corridor Specific Plan, including the central portion of the proposed Overlay Zone, were fully addressed in the I-205 Corridor Specific Plan EIR.

CEQA GUIDELINES SECTION 15183 EXEMPTIONS

CEQA Guidelines Section 15183 allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified. As noted above, the proposed project is consistent with the land use designation and densities established by the Tracy General Plan, the Northeast Industrial Specific Plan, and the I-205 Corridor Specific Plan, for which EIRs were previously certified. The provisions contained in Section 15183 of the CEQA Guidelines are presented below.

15183. PROJECTS CONSISTENT WITH A COMMUNITY PLAN OR ZONING

(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.

(b) In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:

(1) Are peculiar to the project or the parcel on which the project would be located,

(2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,

(3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or

(4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

(c) If an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by subdivision (e) below, then an additional EIR need not be prepared for the project solely on the basis of that impact.

(d) This section shall apply only to projects which meet the following conditions:

(1) The project is consistent with:

(A) A community plan adopted as part of a general plan,

(B) A zoning action which zoned or designated the parcel on which the project would be located to accommodate a particular density of development, or

(C) A general plan of a local agency, and

(2) An EIR was certified by the lead agency for the zoning action, the community plan, or the general plan.

(e) This section shall limit the analysis of only those significant environmental effects for which:

(1) Each public agency with authority to mitigate any of the significant effects on the environment identified in the planning or zoning action undertakes or requires others to

undertake mitigation measures specified in the EIR which the lead agency found to be feasible, and

(2) The lead agency makes a finding at a public hearing as to whether the feasible mitigation measures will be undertaken.

(f) An effect of a project on the environment shall not be considered peculiar to the project or the parcel for the purposes of this section if uniformly applied development policies or standards have been previously adopted by the City or county with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect. The finding shall be based on substantial evidence which need not include an EIR. Such development policies or standards need not apply throughout the entire City or county, but can apply only within the zoning district in which the project is located, or within the area subject to the community plan on which the lead agency is relying. Moreover, such policies or standards need not be part of the general plan or any community plan, but can be found within another pertinent planning document such as a zoning ordinance. Where a City or county, in previously adopting uniformly applied development policies or standards for imposition on future projects, failed to make a finding as to whether such policies or standards would substantially mitigate the effects of future projects, the decision-making body of the City or county, prior to approving such a future project pursuant to this section, may hold a public hearing for the purpose of considering whether, as applied to the project, such standards or policies would substantially mitigate the effects of the project. Such a public hearing need only be held if the City or county decides to apply the standards or policies as permitted in this section.

(g) Examples of uniformly applied development policies or standards include, but are not limited to:

(1) Parking ordinances.

(2) Public access requirements.

(3) Grading ordinances.

(4) Hillside development ordinances.

(5) Flood plain ordinances.

(6) Habitat protection or conservation ordinances.

(7) View protection ordinances.

(8) Requirements for reducing greenhouse gas emissions, as set forth in adopted land use plans, policies, or regulations.

(h) An environmental effect shall not be considered peculiar to the project or parcel solely because no uniformly applied development policy or standard is applicable to it.

(i) Where the prior EIR relied upon by the lead agency was prepared for a general plan or community plan that meets the requirements of this section, any rezoning action consistent with the general plan or community plan shall be treated as a project subject to this section.

(1) “Community plan” is defined as a part of the general plan of a City or county which applies to a defined geographic portion of the total area included in the general plan, includes or references each of the mandatory elements specified in Section 65302 of the Government Code, and contains specific development policies and implementation measures which will apply those policies to each involved parcel.

(2) For purposes of this section, “consistent” means that the density of the proposed project is the same or less than the standard expressed for the involved parcel in the general plan, community plan or zoning action for which an EIR has been certified, and that the project complies with the density-related standards contained in that plan or zoning. Where the zoning ordinance refers to the general plan or community plan for its density standard, the project shall be consistent with the applicable plan.

(j) This section does not affect any requirement to analyze potentially significant offsite or cumulative impacts if those impacts were not adequately discussed in the prior EIR. If a significant offsite or cumulative impact was adequately discussed in the prior EIR, then this section may be used as a basis for excluding further analysis of that offsite or cumulative impact.

PROJECT-SPECIFIC ENVIRONMENTAL REVIEW

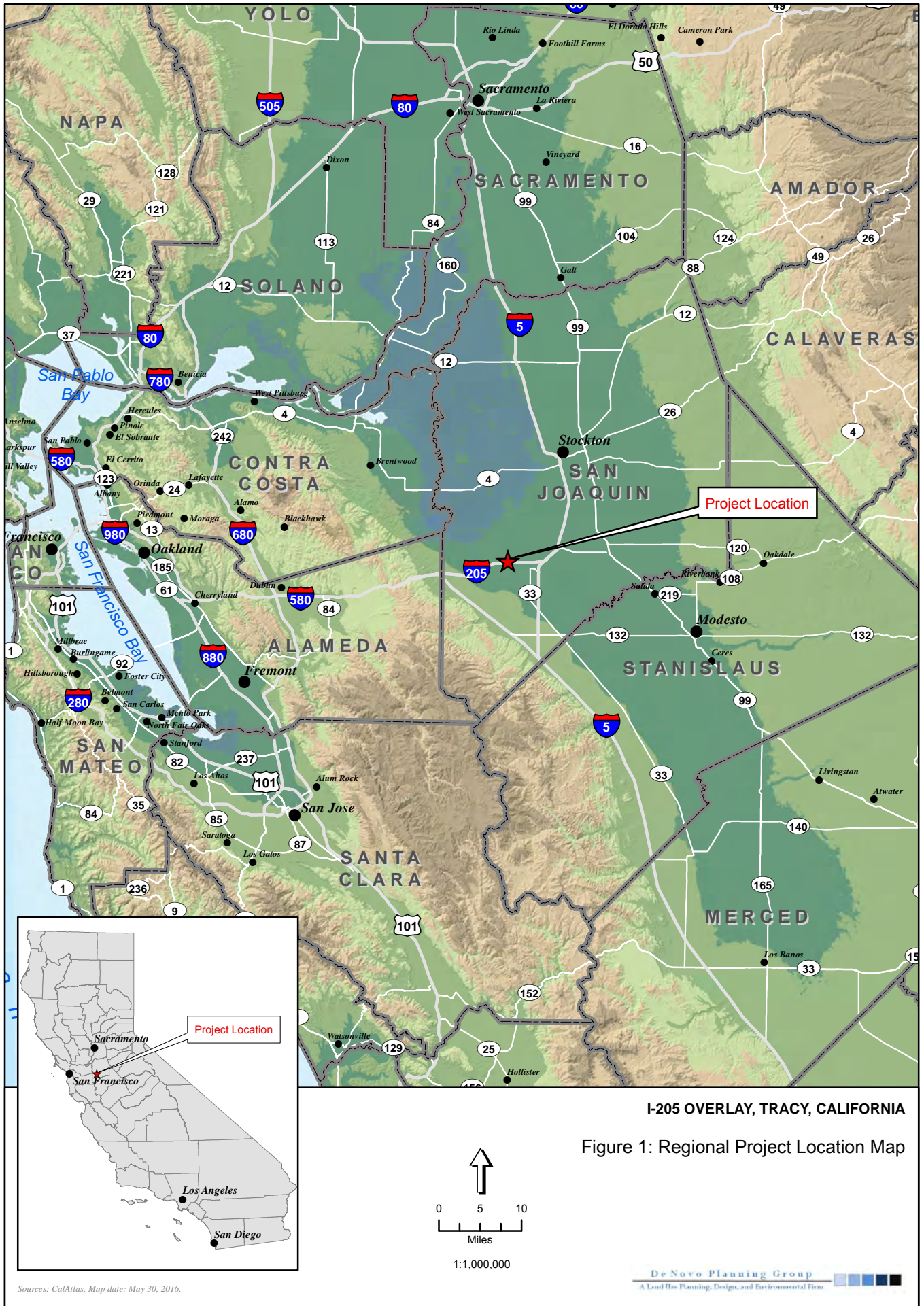
The attached Environmental Checklist includes a discussion and analysis of any peculiar or site-specific environmental impacts associated with implementation of the proposed project. The Environmental Checklist identifies the applicable City of Tracy development standards and policies that would apply to any future development within the project area during both the construction and operational phases, and explains how the application of these uniformly applied standards and policies would ensure that no peculiar or site-specific environmental impacts would occur.

CONCLUSION

As described above, the proposed I-205 Overlay project (project) is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan. Cumulative impacts associated with development and buildout of the project site were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since the proposed project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the proposed project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR.

The analysis in the attached CEQA Environmental Checklist demonstrates that there are no site-specific or peculiar impacts associated with the project, and identifies uniformly applied standards and policies that would be applied to any future development projects within the project area. The uniformly applied standards and policies identified in the attached

environmental analysis include requirements that must be implemented by any future development projects within the project area in order to ensure that any site-specific impacts or construction-related impacts are reduced to a less than significant level. All uniformly applied standards and policies identified in the attached Environmental Checklist shall be made a condition of project approval for subsequent development projects, and shall be implemented within the timeframes identified.

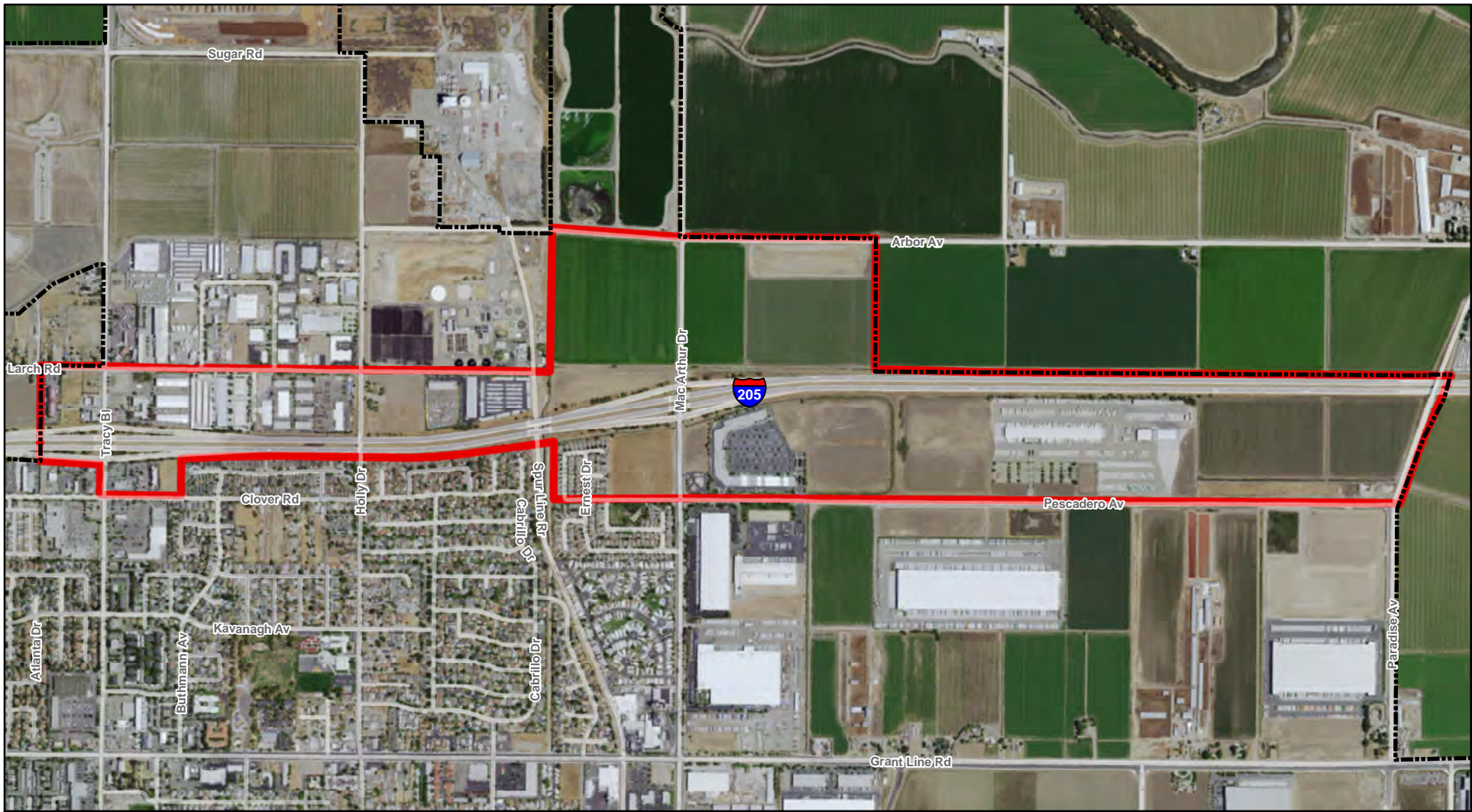


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 1: Regional Project Location Map

Sources: CalAtlas. Map date: May 30, 2016.

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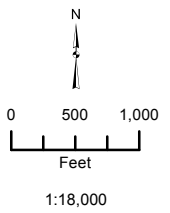


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 2. Aerial View

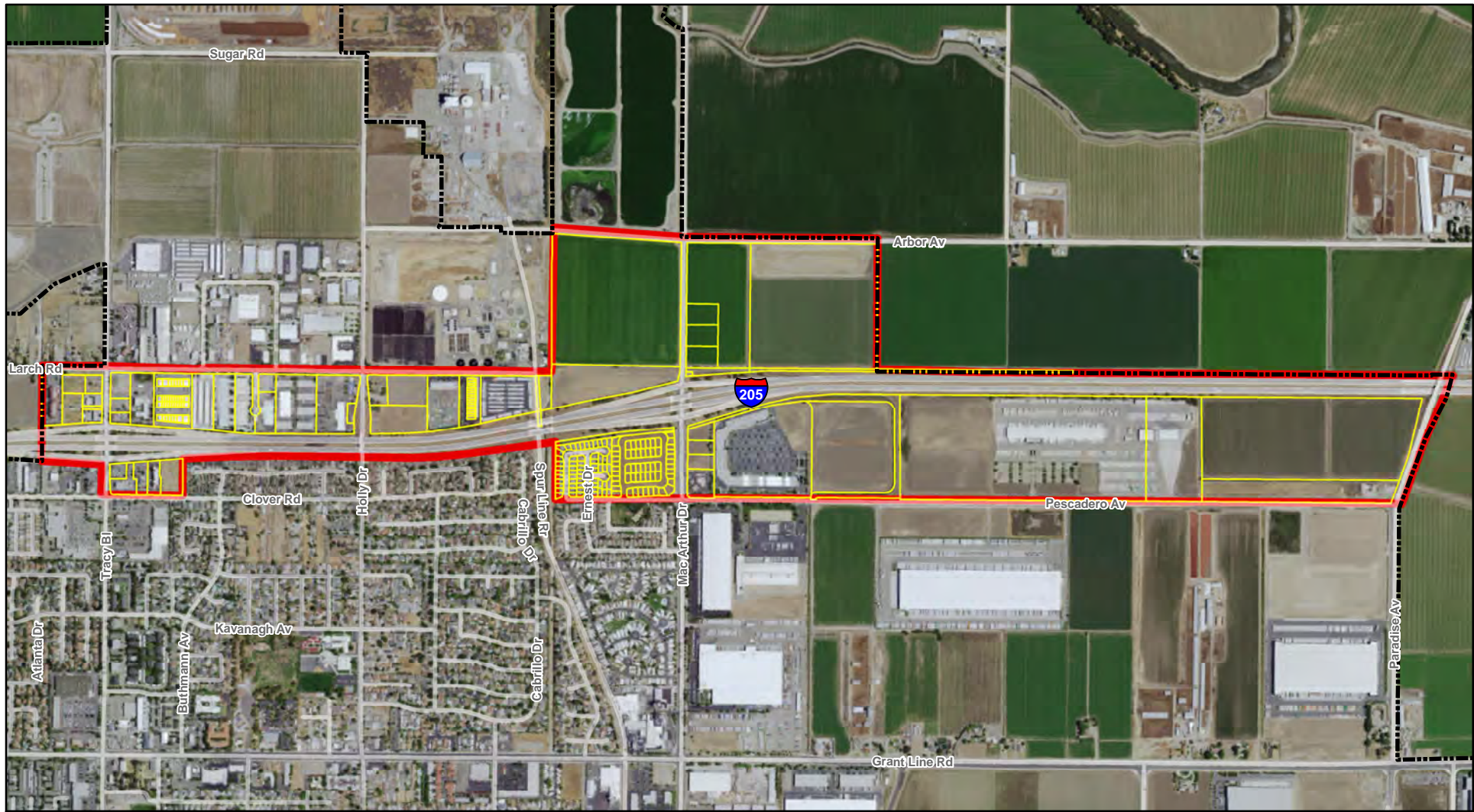
Legend

- Project Boundary
- Tracy City Limits



Sources: San Joaquin County GIS. Map date: May 27, 2016.

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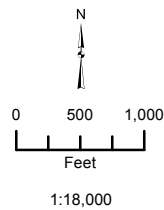


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 3. APN Map

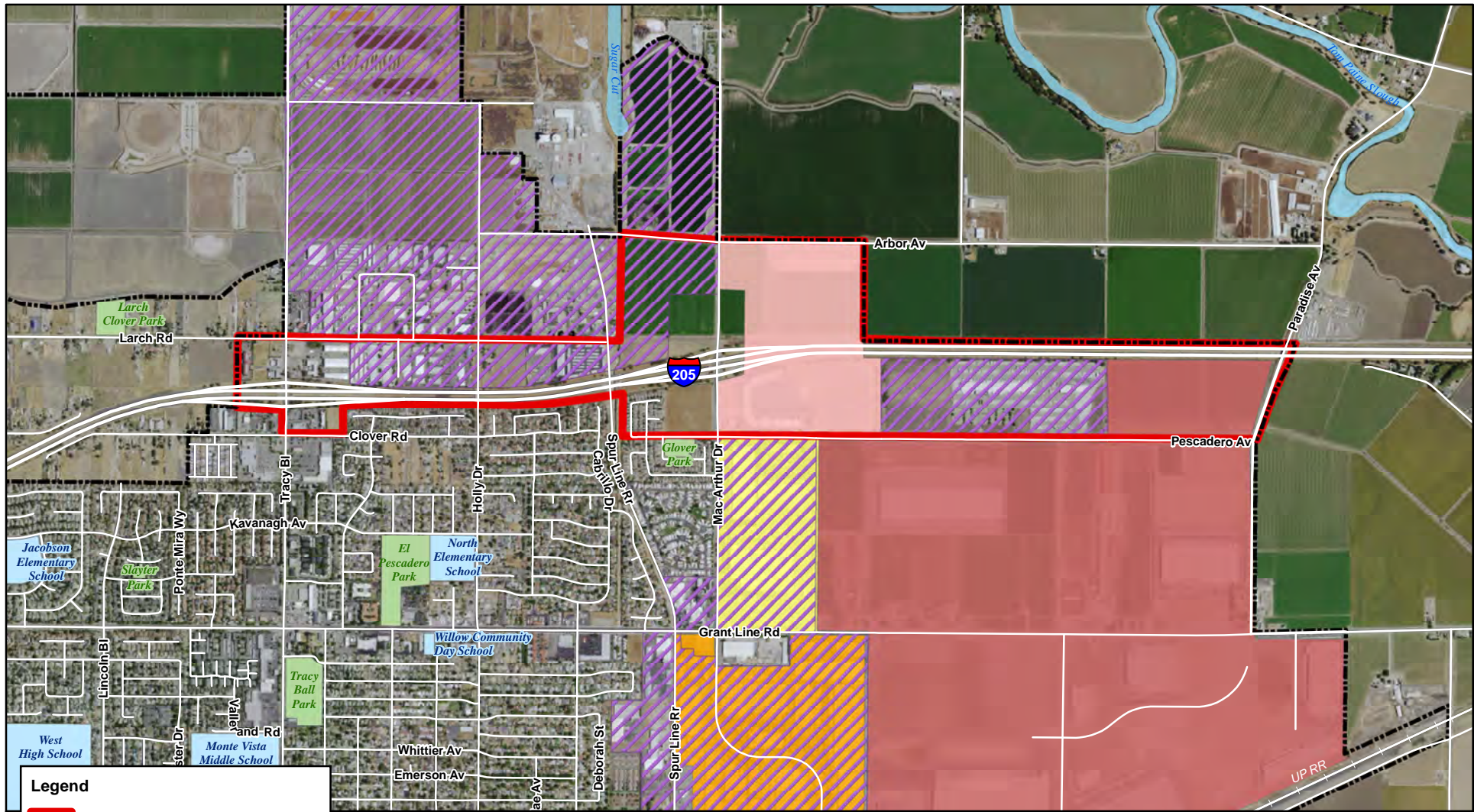
Legend

- Parcels within Project Boundary
- Project Boundary
- Tracy City Limits



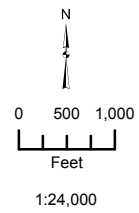
Sources: San Joaquin County GIS. Map date: May 31, 2016.

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Legend

- Project Boundary
- I-205 Corridor Specific Plan
- Northeast Industrial Specific Plan
- Tracy Industrial Area Specific Plan I-1
- Tracy Industrial Area Specific Plan I-2
- M1 Zoning

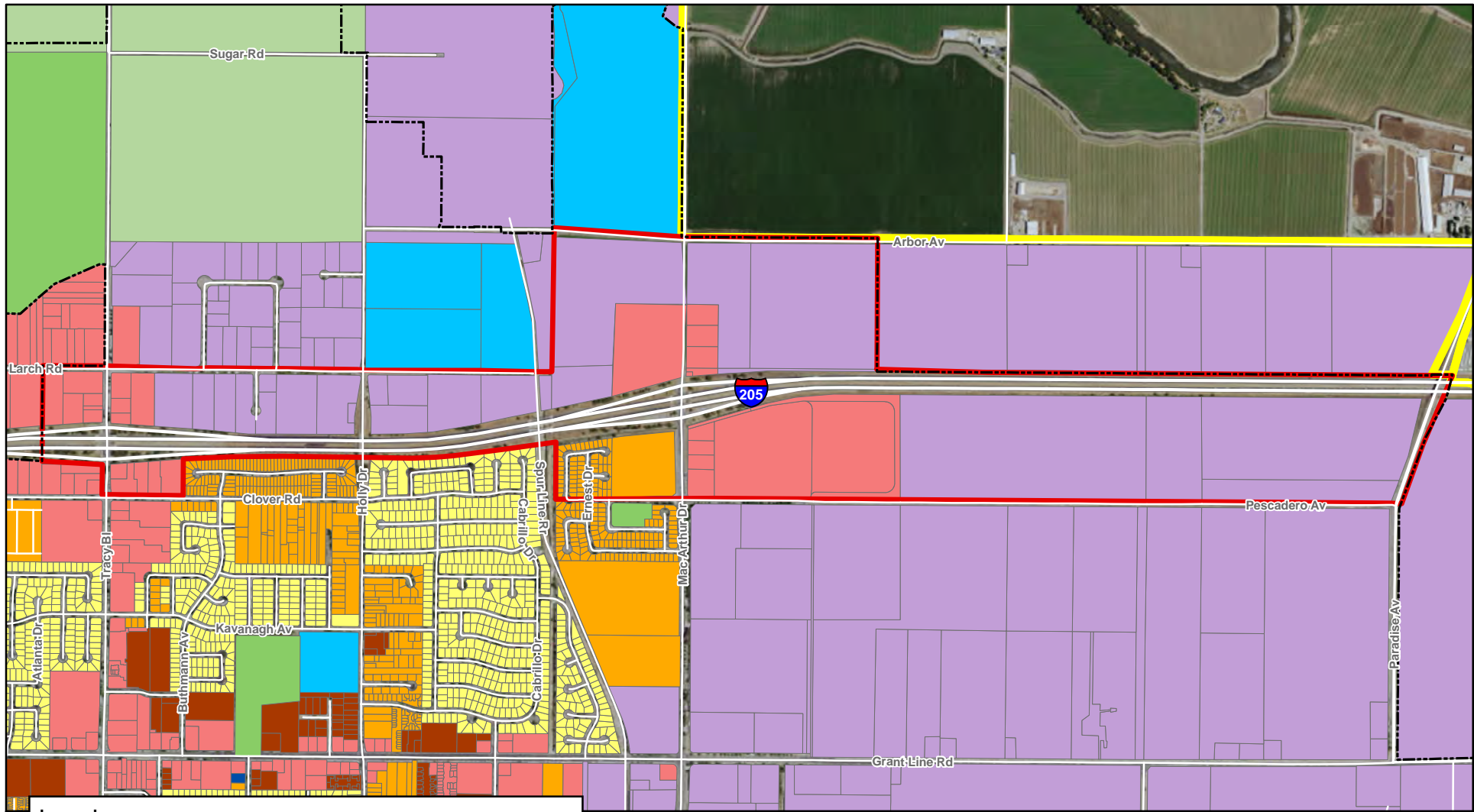


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 4. Project Vicinity Map with Boundaries of Specific Plans and M-1 Zoning

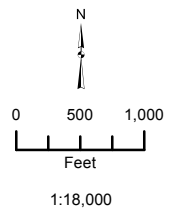
Data sources: San Joaquin County GIS; City of Tracy GIS. Map date: May 27, 2016.

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Legend

- | | | |
|-------------|--------------------|---------------------|
| Agriculture | Public Facilities | Project Boundary |
| Commercial | Residential Low | Sphere Of Influence |
| Industrial | Residential Medium | Tracy City Limits |
| Office | Residential High | |
| Park | | |

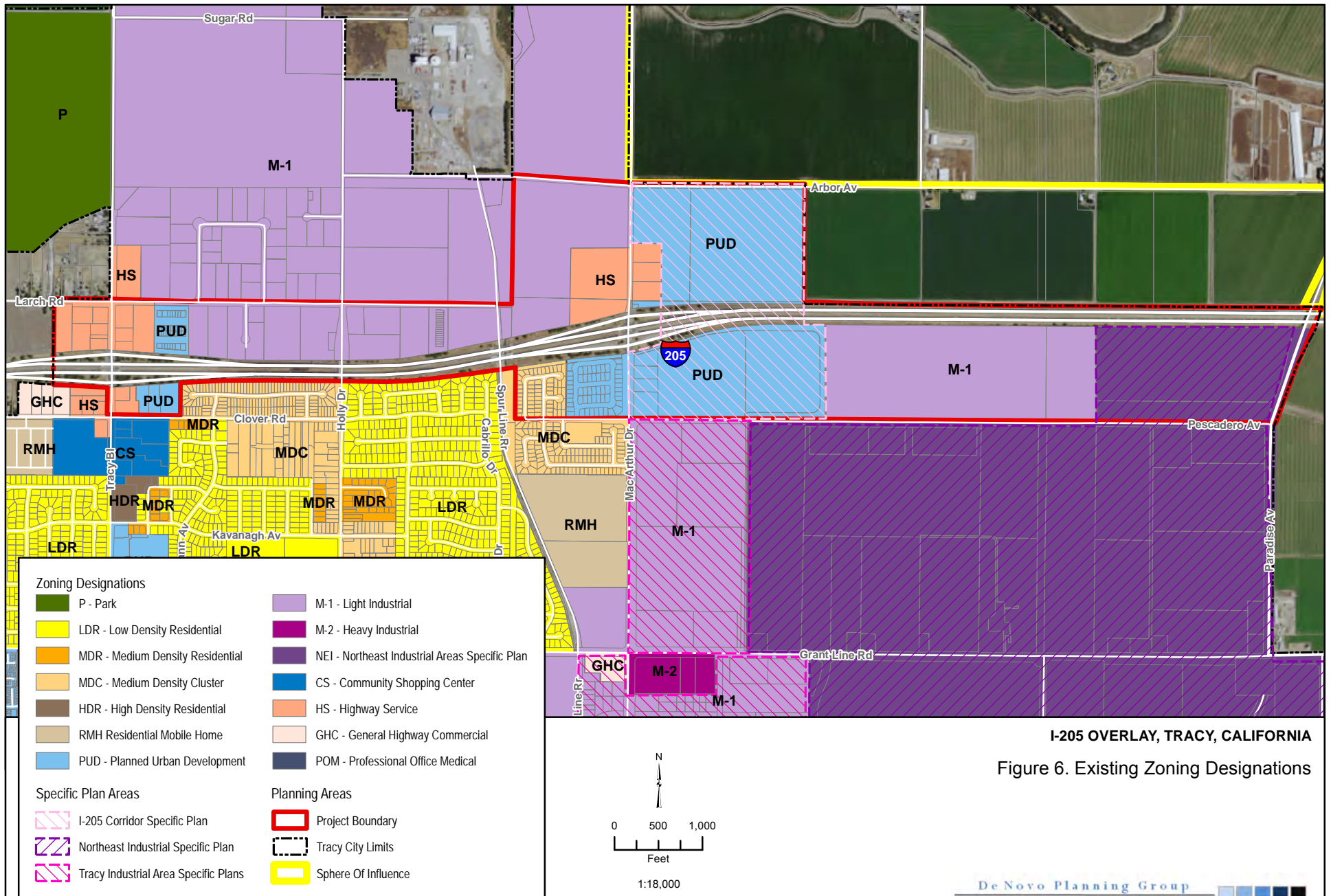


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 5. Existing General Plan Land Use Designations

Sources: San Joaquin County GIS; City of Tracy GIS. Map date: May 27, 2016.

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I-205 OVERLAY, TRACY, CALIFORNIA
Figure 6. Existing Zoning Designations

Sources: San Joaquin County GIS; City of Tracy GIS. Map date: May 27, 2016.

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ENVIRONMENTAL CHECKLIST

I. AESTHETICS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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) Substantially degrade the existing visual character or quality of the site and its surroundings?			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 scenic vistas located on or adjacent to the project site. The proposed I-205 Overlay project would allow for future development which would be consistent and compatible with the surrounding land use designations. Lands surrounding the project site consist of commercial, industrial, public facility, and residential uses.

Implementation of the proposed Overlay Zone would facilitate future commercial and industrial development in an area of the City that is adjacent to existing and future commercial, industrial, and single-family 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 the areas immediately adjacent to the site are used for commercial and industrial purposes. Furthermore, the General Plan designates this area for commercial and industrial uses. The General Plan EIR analyzed impacts related to aesthetics as a result of development of the General Plan, including the project site. The proposed Overlay Zone would provide for aesthetic enhancements to the freeway corridor, and would limit new large-scale warehouse-style development within 500 feet of the freeway corridor, in order to enhance and protect the aesthetics of the corridor at key entry points to the City. The I-205 Overlay Zone supports implementation of goals and policies contained within the Tracy General Plan, and would be fully consistent with both the General Plan and the analysis contained in the General Plan EIR. 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 Dedicated 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 scenic portion of the I-580 highway is approximately 5.6 miles southwest from the project site. The project site is not visible from this highway. Additionally, the project is not at all visible along any scenic section of I-5.

Implementation of the proposed project would not result in the removal of any substantial trees, rock outcroppings, or buildings of historical significance, and would not result in changes to any of the viewsheds from the designated scenic highways in the vicinity of the City of Tracy. Therefore, there is a **less than significant** impact.

Response c): Less than Significant. The proposed project would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans.

Development of future projects within the Overlay Zone would be visually compatible with the surrounding uses and would not significantly degrade the existing visual quality of the surrounding area. Site specific characteristics would change portions of the site from undeveloped land to commercial and industrial uses. 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 characteristics.

Additionally, the project is subject to the City of Tracy’s development and design review criteria, which would ensure that the exterior facades of any future structures, landscaping, streetscape improvements, or exterior lighting would be compatible with the surrounding land uses. Therefore, this is considered a **less than significant** impact.

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 not introduce new structures into the project site; as such, the project would not result in increases in daytime glare.

Development of future projects within the Overlay Zone would likely include exterior lighting around any structures or parking areas within the site. 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. Compliance with existing City standards and requirements would ensure impacts related to light and glare 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. As shown in Figure 7, the project site contains 153.80 acres of Prime Farmland and 22.10 acres of Farmland of Local Importance as mapped by the California Department of Conservation, Farmland Mapping and Monitoring Program. The remainder of the project site is designated as Urban and Built-Up Land, Rural Residential Land, Semi-Agricultural and Rural Commercial Land, and Vacant or Disturbed Land.

The proposed project is identified for urban land uses in the Tracy General Plan, and the project is consistent with the uses established by the General Plan. There are agricultural activities occurring on the project site, which would be converted to non-agricultural uses as future development within the project area occurs. However, impacts related to conversion of agricultural land within the City’s Planning Area, including the project area, were analyzed in the General Plan EIR. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. As such, implementation of the proposed project would result in the conversion of agricultural lands to non-agricultural uses beyond the levels analyzed and disclosed in the General Plan EIR. The potential environmental impacts from development of the project site for urban uses and the associated removal of prime farmland soil for agricultural use were considered and addressed in the City of Tracy General Plan and Final EIR. There, it was

determined that buildout of the General Plan, including development of the Project site, would result in the conversion of Prime Farmland, Unique Farmland and Farmland of Statewide Importance to urban uses. The General Plan Draft EIR found this to be a significant and unavoidable impact. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the loss of prime agricultural land resulting from adoption of the Plan and EIR, and provided mitigation measures for the agricultural land lost to development in the City of Tracy's urbanized areas. Mitigation measures included the implementation of a "Right to Farm" ordinance by the City (Ord. 10.24 et seq.), intended to preserve and protect existing agricultural operations within the incorporated City, and participation in the City's agricultural mitigation fee program (Tracy Municipal Code, Chapter 13.26).

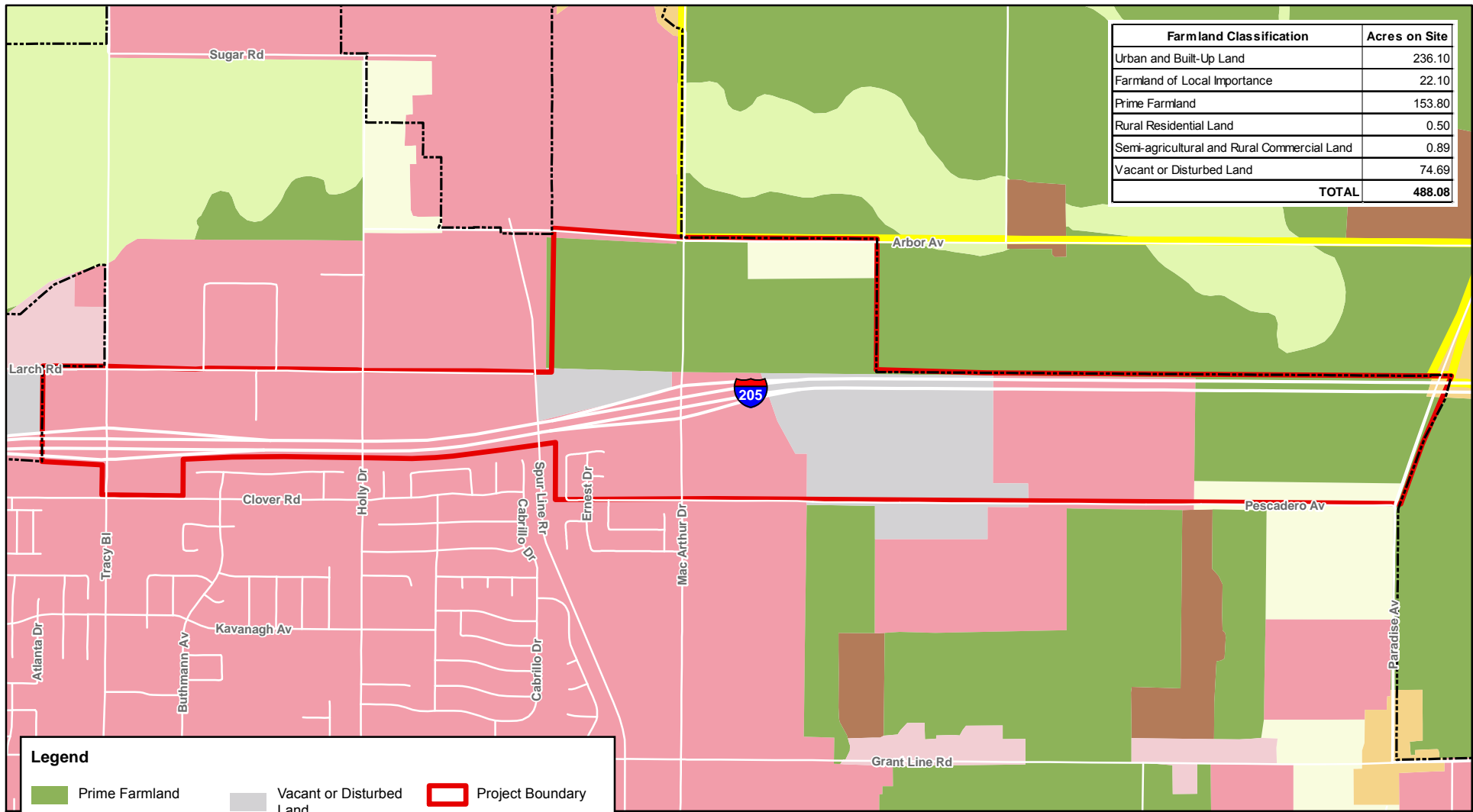
The proposed project is consistent with the overriding considerations that were adopted for the General Plan and the established mitigation measures under that Plan. Under this framework, any applicant for a future development project within the project area is required to participate in the City's agricultural mitigation fee program by paying the established fees to the City on a per-acre basis for the loss of important farmland. Fees paid toward the City's program are collected and distributed to the Central Valley Farmland Trust, and shall be used to fund conservation easements on comparable or better agricultural lands to provide compensatory mitigation. As such, implementation of the proposed project would not create new impacts over and above those identified in the General Plan Final EIR, nor significantly change previously identified impacts. Therefore, with implementation of these uniformly applied regulations, this impact would be **less than significant**.

Response b): Less than Significant. Portions of the project site are under Williamson Act Contracts, and some of the parcels immediately adjacent to the project site are under a Williamson Act Contract, or designated for agricultural uses. However, impacts related to conversion of agricultural land currently under Williamson Act contracts within the City's Planning Area were analyzed in the General Plan EIR. The General Plan Draft EIR found this to be a significant and unavoidable impact. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for conflicts related to development on parcels under Williamson Act Contract. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Therefore, implementation of the proposed project would not result in new conflicts with a Williamson Act Contract, and would not conflict with any agricultural zoning. As such, this is a **less than significant** impact.

Responses c), d): No Impact. The project site is located in an area consisting of commercial and industrial development. Trees are present within the project site; however, these trees are ornamental in nature. There are no forest resources on the project site or in the immediate vicinity of the project site. Therefore, there is **no impact**.

Response e): Less than Significant. As described under Responses (a) and (b) above, although the project site contains some agricultural land, impacts related to conversion of such land was already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. The

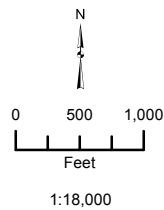
proposed project would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. This is a **less than significant impact** related to this environmental topic.



Farm land Classification	Acres on Site
Urban and Built-Up Land	236.10
Farmland of Local Importance	22.10
Prime Farmland	153.80
Rural Residential Land	0.50
Semi-agricultural and Rural Commercial Land	0.89
Vacant or Disturbed Land	74.69
TOTAL	488.08

Legend

Prime Farmland	Vacant or Disturbed Land	Project Boundary
Unique Farmland	Rural Residential Land	Sphere Of Influence
Grazing Land	Semi-agricultural and Rural Commercial Land	Tracy City Limits
Farmland of Local Importance	Urban and Built-Up Land	
Confined Animal Agriculture		



I-205 OVERLAY, TRACY, CALIFORNIA

Figure 7. Project Site Farmland Classifications

Sources: San Joaquin County GIS; City of Tracy GIS; California Department of Conservation Farmland Mapping and Monitoring Program, San Joaquin County 2014. Map date: May 30, 2016.

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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. Air quality emissions would be generated during construction of future development projects within the Overlay Zone and during operation of these future development projects.

Construction-Related Emissions

Construction of future development projects within the Overlay Zone would result in numerous activities that would generate dust. The fine, silty soils in the project area and often strong afternoon winds exacerbate the potential for dust, particularly in the summer months. Grading, leveling, earthmoving and excavation are the activities that generate the most particulate emissions. Impacts would be localized and variable. The initial phase of future project construction would likely involve grading and leveling the project site and installation of supporting underground infrastructure, such as water, sewer, storm drain, and electrical lines.

Future projects would be subject to the requirements of SJVAPCD rules and control measures required and enforced by the SJVAPCD under Rule VIII. Rule VIII requires a construction emissions reduction plan which includes the following requirements and measures:

- Properly and routinely maintain all construction equipment, as recommended by manufacturer’s manuals, to control exhaust emissions.
- Shut down equipment when not in use for extended periods of time, to reduce exhaust emissions associated with idling engines.
- Encourage ride-sharing and use of transit transportation for construction employees commuting to the project site.
- Use electric equipment for construction whenever possible in lieu of fossil fuel-powered equipment.
- Curtail construction during periods of high ambient pollutant concentrations.
- Construction equipment shall operate no longer than eight cumulative hours per day.
- All construction vehicles shall be equipped with proper emission control equipment and kept in good and proper running order to reduce NOx emissions.
- On-road and off-road diesel equipment shall use aqueous diesel fuel if permitted under manufacturer’s guidelines.
- On-road and off-road diesel equipment shall use diesel particulate filters if permitted under manufacturer’s guidelines.
- On-road and off-road diesel equipment shall use cooled exhaust gas recirculation (EGR) if permitted under manufacturer’s guidelines.
- Use of Caterpillar pre-chamber diesel engines or equivalent shall be utilized if economic and available to reduce NOx emissions.
- All construction activities within the project site shall be discontinued during the first stage smog alerts.
- Construction and grading activities shall not be allowed during first stage ozone alerts. (First stage ozone alerts are declared when ozone levels exceed 0.20 ppm for the 1-hour average.)

The above requirements, and other applicable SJVAPCD rules, would be imposed upon any future projects within the Overlay Zone during all phases of construction to reduce the potential for construction-related emissions. Additionally, impacts related to air quality as a result of development within the City’s Planning Area, including the project site, were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Therefore, this is considered a **less than significant** impact.

Operational Emissions

Construction of future development projects within the Overlay Zone would result in operational emissions, including smog-forming and particulate emissions.

District Rule 9510 requires developers of residential, commercial, and industrial projects to reduce smog-forming (NO_x) and particulate (PM₁₀ and PM_{2.5}) emissions generated by their projects. The Rule applies to projects which, upon full build-out, will include 50 or more residential units. Project developers are required to reduce:

- 20 percent of construction-exhaust nitrogen oxides;
- 45 percent of construction-exhaust PM₁₀;

- 33 percent of operational nitrogen oxides over 10 years; and
- 50 percent of operational PM₁₀ over 10 years.

Developers are encouraged to meet these reduction requirements through the implementation of on-site mitigation; however, if the on-site mitigation does not achieve the required baseline emission reductions, the developer will mitigate the difference by paying an off-site fee to the District. Fees reduce emissions by helping to fund clean-air projects in the District.

Regardless of the expected emissions totals, future development projects within the proposed Overlay Zone would be subject to the requirements of SJVAPCD Rule 9510, which requires developers of large residential, commercial and industrial projects to reduce smog-forming (NO_x) and particulate (PM₁₀ and PM_{2.5}) emissions generated by their projects. Additionally, impacts related air quality as a result of development within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. As such, the project would result in **less than significant** air quality impacts.

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 nearest sensitive receptor to the project site is Brookdale Senior Living, located approximately 0.5-mile south of the project site. As described above, the proposed project itself would not generate significant emissions of criteria air pollutants and would not result in substantial pollutant concentrations. Future development projects within the Overlay Zone would be subject to the SJVAPCD requirements for construction and operational emissions outlined above. Therefore, this is considered a **less than significant** impact.

Response e): Less than Significant. Operation of future projects within the Overlay Zone would not generate notable odors. The Overlay Zone would (as does the Cordes Ranch Specific Plan) prohibit large-scale warehouse, manufacturing, and industrial land uses, while still allowing all of the other land uses that are currently listed as permitted and conditionally permitted within each of the affected underlying zones (i.e., the Northeast Industrial Specific Plan, the I-205 Corridor Specific Plan, the Tracy Industrial Area Specific Plan, and the Light Industrial, Highway Service, and Planned Unit Development zoning districts). The commercial and industrial uses allowed within the proposed Overlay Zone are compatible with the surrounding land uses. Occasional mild odors may be generated during operation of the future uses, but the project would not otherwise generate odors. Additionally, impacts related to objectionable odors as a result of development within the City's Planning Area, including the project site, were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. This is a **less than significant** impact.

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 federally protected wetlands as defined by Section 404 of the Clean Water Act (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.**

Special-status invertebrates: Special status invertebrate species that occur within the San Joaquin County region include: longhorn fairy shrimp, vernal pool fairy shrimp, and mid valley 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 may contain essential habitat for these special status invertebrates. Future development projects within the Overlay Zone would be required to fully mitigate for any potential impacts to special-status invertebrates and their habitat. Additionally, impacts related to special-status species within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy

General Plan and analyzed in the General Plan EIR. Implementation of the proposed project would have a **less than significant** impact on these species.

Special-status reptiles and amphibians: 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. The project site may contain essential habitat for these special status reptiles and amphibians. Future development projects within the Overlay Zone would be required to fully mitigate for any potential impacts to special-status reptiles and amphibians, including their habitat. Additionally, impacts related to special-status species within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Implementation of the proposed project would have a **less than significant** impact on these species.

Special-status plant species: 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 was likely valley grassland prior to human settlement, and there are several plant species that are found in valley and foothills grasslands areas. These species include large-flowered fiddleneck, bent-flowered fiddleneck, big-balsamroot, big tarplant, round-leaved filaree, Lemmon's jewelflower, and showy golden madia. Human settlement has involved a high frequency of ground disturbance associated with the historical farming activities, and urban development in the region, including the project site. The project site may contain suitable habitat for special-status plant species. Future development projects within the Overlay Zone would be required to fully mitigate for any potential impacts to special-status plant species. Additionally, impacts related to special-status species within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Implementation of the proposed project would have a **less than significant** impact on these species.

Special-status wildlife species: Special-status wildlife species that occur within the region include: bats, western burrowing owl, Swainson's hawk, ferruginous hawk, northern harrier, white-tailed kite, California horned lark, loggerhead shrike, and California horned lizard. The

project site may contain essential habitat for the aforementioned special status wildlife species. Future development projects within the Overlay Zone would be required to fully mitigate for any potential impacts to special-status wildlife and their habitat. Additionally, impacts related to special-status species within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR.

Participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (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 relatively low, future development projects within the Overlay Zone would be required to consult with the San Joaquin Council of Governments (SJCOG) to pursue and obtain coverage of the future projects pursuant to the SJMSCP. Future project applicants within the Overlay Zone would be required to arrange for a qualified biologist to conduct a preconstruction survey for all of the species listed above if suitable habitat is present onsite. If any of these species or occupied nests are discovered, then the future project applicants shall implement all avoidance and protection measures required by SJCOG pursuant to the SJMSCP. Compliance with the existing SJMSCP requirements would ensure that special status plant or wildlife species are protected throughout the region. Additionally, impacts related to special-status species within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Impacts to special status plant or wildlife species would be **less than significant**.

Response 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. Impacts related to riparian habitat or other sensitive natural communities within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. As such, the proposed project would have **no impact** on these resources.

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.

Wetlands may be located on the project site. Future development projects within the Overlay Zone would be required to determine if wetlands are present on-site prior to development. If wetlands are determined to be present, then a formal wetland delineation would be completed and submitted to the U.S. Army Corps of Engineers (USACE) for verification. After verification by the USACE, future project applicants within the Overlay Zone would be required to comply with all applicable Section 404 mitigation requirements at the project-level in order to offset the loss of wetlands, or implement wetland avoidance measures. Additionally, impacts related to wetlands within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. As such, the proposed project would have a **less than significant** impact on these resources.

Response d): Less than Significant. The CNDDDB record search did not reveal any documented wildlife corridors or wildlife nursery sites on or adjacent to the project site. Impacts related to wildlife corridors or wildlife nursery sites within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not

already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Implementation of the proposed project would have a **less than significant** impact.

Responses e), f): Less than Significant. The project site is located within the jurisdiction of the SJMSCP and is located within the Central/Southwest Transition Zone of the SJMSCP. 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 California Department of Fish and Wildlife (CDFW), Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1994. 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 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.

Future projects within the Overlay Zone may be subject to SJMSCP land conversion fees. Providing for the long-term management of plant, fish and wildlife species, including those currently listed under the Federal ESA or the CESA, the SJMSCP provides Incidental Take Minimization Measures (ITMMs). Future projects within the Overlay Zone would also be subject to these ITMMs, when appropriate.

As indicated above, the City of Tracy and future project applicants shall consult with SJCOG to pursue and obtain coverage of the project pursuant to the SJMSCP prior to development of the site. This would ensure that future projects within the Overlay Zone comply with the requirements of the SJMSCP, and do not conflict with any applicable habitat conservation plans. Participation in the SJMSCP satisfies requirements of both the state and federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with CEQA. Therefore, this is a **less than significant** impact.

V. CULTURAL 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) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d): Less than Significant. The City of Tracy General Plan and subsequent EIR do not identify the project site as having prehistoric period, or cultural resources. Additionally, there are no known unique cultural, historical, paleontological or archeological resources known to occur on, or within the immediate vicinity of the project site. Furthermore, neither the site, nor any structures on the site, are designated as a historical resource as defined by Public Resources Code § 21084.1, or listed in, or eligible for listing in the California Register of Historical Resources. Section 18955 the California State Historical Building Code (CHBC) defines a "qualified historical building or structure" as *"any structure or property, collection of structures, and their associated sites deemed of importance to the history, architecture, or culture of an area by an appropriate local or state governmental jurisdiction. This shall include structures on existing or future national, state or local historical registers or official inventories, such as the National Register of Historic Places, State Historical Landmarks, State Points of Historical Interest, and city or county registers or inventories of historical or architecturally significant sites, places, historic districts, or landmarks. This shall also include places, locations, or sites identified on these historical registers or official inventories and deemed of importance to the history, architecture, or culture of an area by an appropriate local or state governmental jurisdiction."*

The existing structures on the project site are not registered on any official state, regional, or local inventories of historical resources. Future development projects within the Overlay Zone would be required to classify whether or not notable architectural or historic-period design features are present on any of the existing structures on the site, and determine if the structures qualify as historically significant resources.

Because much of the site has been previously disturbed and contains urban and active agricultural uses, it is not anticipated that future site grading and preparation activities would result in impacts to cultural, historical, archaeological or paleontological resources. There are no known human remains located on the project site, nor is there evidence to suggest that human

remains may be present on the project site. However, as with most projects in California that involve ground-disturbing activities, there is the potential for discovery of a previously unknown cultural and historical resource or human remains.

Future development projects within the Overlay Zone would be required to take appropriate steps to preserve and/or document any previously undiscovered prehistoric, historic, Native American, paleontological, or archaeological resources that may be encountered during future construction activities, including human remains. If human remains are discovered during construction activities for future projects, 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.

Impacts related to cultural resources within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Implementation of the proposed project would have a **less than significant** impact related to this topic.

VI. GEOLOGY AND SOILS -- WOULD THE PROJECT:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
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 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

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i), a.ii): Less than Significant. The project site is located in an area of moderate to high seismicity. However, no known active faults cross the project site, and the site is not located within an Alquist-Priolo Earthquake Fault Zone. Nevertheless, 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 two nearest earthquake faults zoned as active by the State of California Geological Survey are the Midway Fault, located approximately 9 miles to the west of the site, and the Black Butte Fault, located approximately 7 miles southwest of the site. The Great Valley fault is a blind thrust fault with no known surface expression; the postulated fault location has been based on historical regional seismic activity and isolated subsurface information. Figure 8 shows nearby faults in relation to the project site.

Other active faults capable of producing significant ground shaking at the site include the Calaveras Fault, approximately 28 miles southwest; the Hayward fault, approximately 41 miles west; and the San Andreas Fault, approximately 56 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 (Mw) 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 future construction within the Overlay Zone would comply with the latest California Building Code standards, as required by the City of Tracy Municipal Code Section 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.

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. Future projects within the Overlay Zone would be required to adhere to the aforementioned requirements.

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**.

Response a.iii): Less than Significant. 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, some 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. Soils that underlay the project site consist of predominantly clay soil particle sizes. Clay-type soils are generally not subject to liquefaction.

As identified in the Tracy General Plan EIR, the majority of the Tracy Planning Area is at low risk for liquefaction, with the exception for the river banks within the Planning Area. Objective SA-1.1 states that geologic hazards should be minimized. The Safety Element contains a policy requiring that geotechnical engineering studies be undertaken for any development in areas where potentially serious geologic risks exist (Objective SA- 1.1, P1), which would include liquefaction. Future development within the Overlay Zone would be required to comply with the policies of the Tracy General Plan. The General Plan EIR concluded that the implementation of this policy would reduce the potential risk of liquefaction to a **less than significant** level.

Prior to future development within the proposed Overlay Zone, a subsurface geotechnical investigation would 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. Adherence to the engineering requirements contained in the future subsurface geotechnical report would ensure that this impact is **less than significant**.

Response a.iv): Less than Significant. The project site is relatively flat and there are no major slopes in the vicinity of the project site. As such, the project site is exposed to little or no risk associated with landslides. This is a **less than significant** impact.

Response b): Less than Significant. During any future construction preparation processes within the Overlay Zone, 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 implementation of various dust control measures during site preparation and construction activities would reduce the potential for soil erosion and the loss of topsoil. Additionally, the implementation of various best management practices (BMPs) and a SWPPP would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction activities. The implementation of these requirements would ensure impacts are **less than significant**.

Responses c), d): Less than Significant. The potential for the project to be exposed to unstable soil conditions resulting from on-or off-site landslide, and liquefaction are discussed above under Responses a.iii, and a.iv., and were found to be **less than significant** impacts.

Lateral Spreading: The geologic conditions conducive to lateral spreading include gentle surface slope (0.3 to 5.0 percent slope), and liquefiable soils. As identified in the Tracy General Plan EIR, the majority of the Tracy Planning Area is at low risk for liquefaction, with the exception for the river banks within the Planning Area.

The potential for ground surface damage at the site resulting in lateral spreading is low due to lack of saturated liquefiable soils. Therefore, impacts related to lateral spreading from project implementation would be **less than significant**.

Expansive Soils: Expansive soils are those that undergo volume changes as moisture content fluctuates, swelling substantially when wet or shrinking when dry. Soil expansion and settling 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.

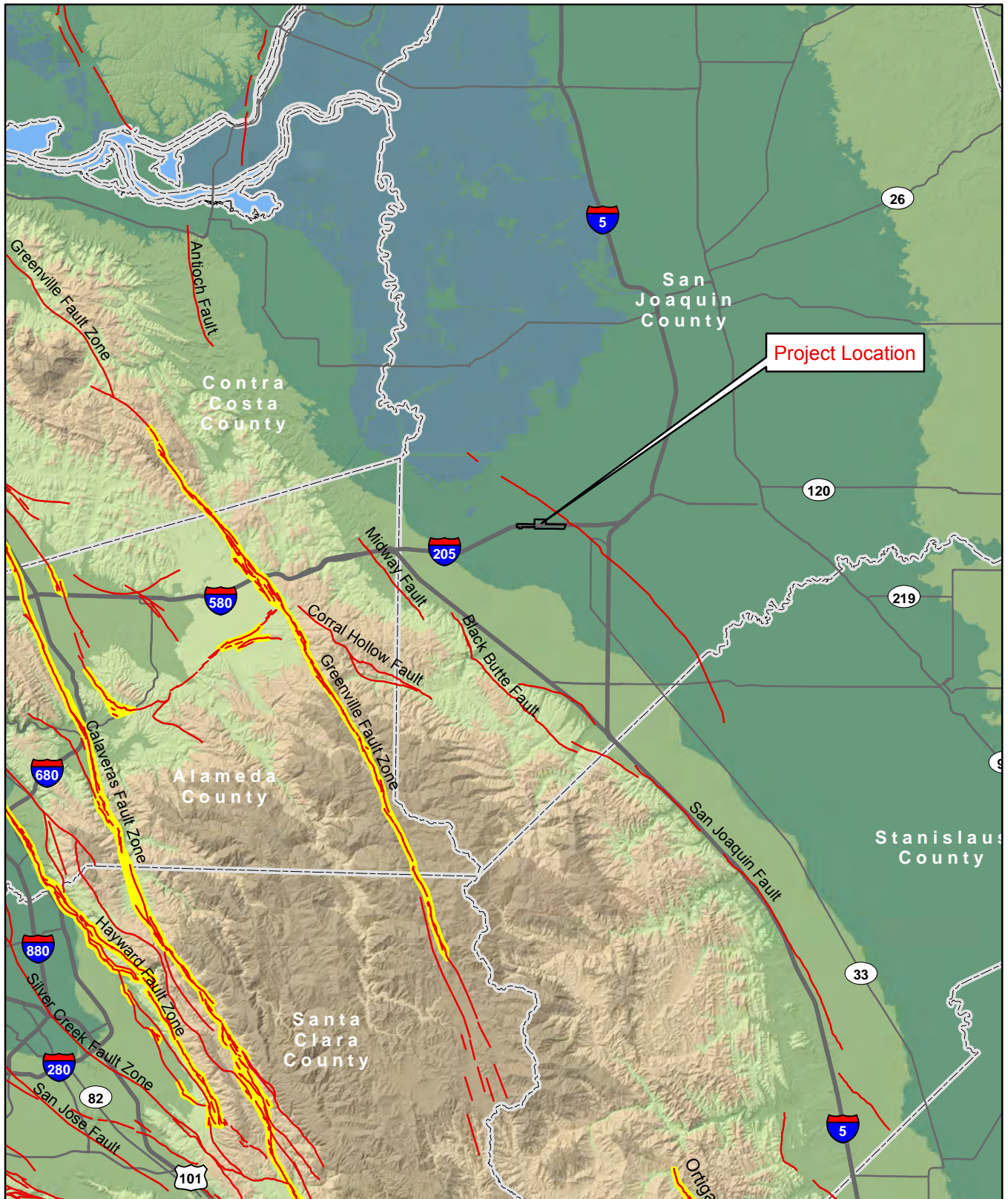
Soil expansion is dependent on many factors. The more clayey, critically expansive surface soil and fill materials will be subjected to volume changes during seasonal fluctuations in moisture content. As indicated in the Tracy General Plan EIR, Tracy does have a moderate to high risk for expansive soils, depending on the location and soil type. The Safety Element contains objectives to minimize geologic hazards, and a policy to require geotechnical reports for all development proposed in areas with risk of geological hazard (Objective SA-1.1, P2). Therefore, it was concluded that implementation of the General Plan policy would reduce the potential impact related to the risk of soil expansion to a less than significant level. Figure 9 shows the shrink-swell potential of soils on the project site. As shown in Figure 9, soils that underlay the entire project site are considered to have a potential for expansion.

To reduce the potential for post-construction distress to any future structures resulting from swelling and shrinkage of these materials, a geotechnical evaluation would be required for future development projects within the Overlay Zone in order to reduce the potential for damaging differential settlement of overlying improvements. Additionally, the California Building Code Title 24, Part 2, Chapter 18, Section 1803.1.1.2 requires specific geotechnical evaluation when a

preliminary geotechnical evaluation determines that expansive or other special soil conditions are present, which, if not corrected, would lead to structural defects. As such, this is a **less than significant** impact.

Response e): No Impact. Future development projects within the Overlay Zone would be served by public wastewater facilities and these future projects would not require an alternative wastewater system such as septic tanks. Implementation of the proposed project would have **no impact** on this environmental issue.

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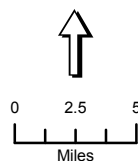


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 8: Known Faults in Project Area

Legend

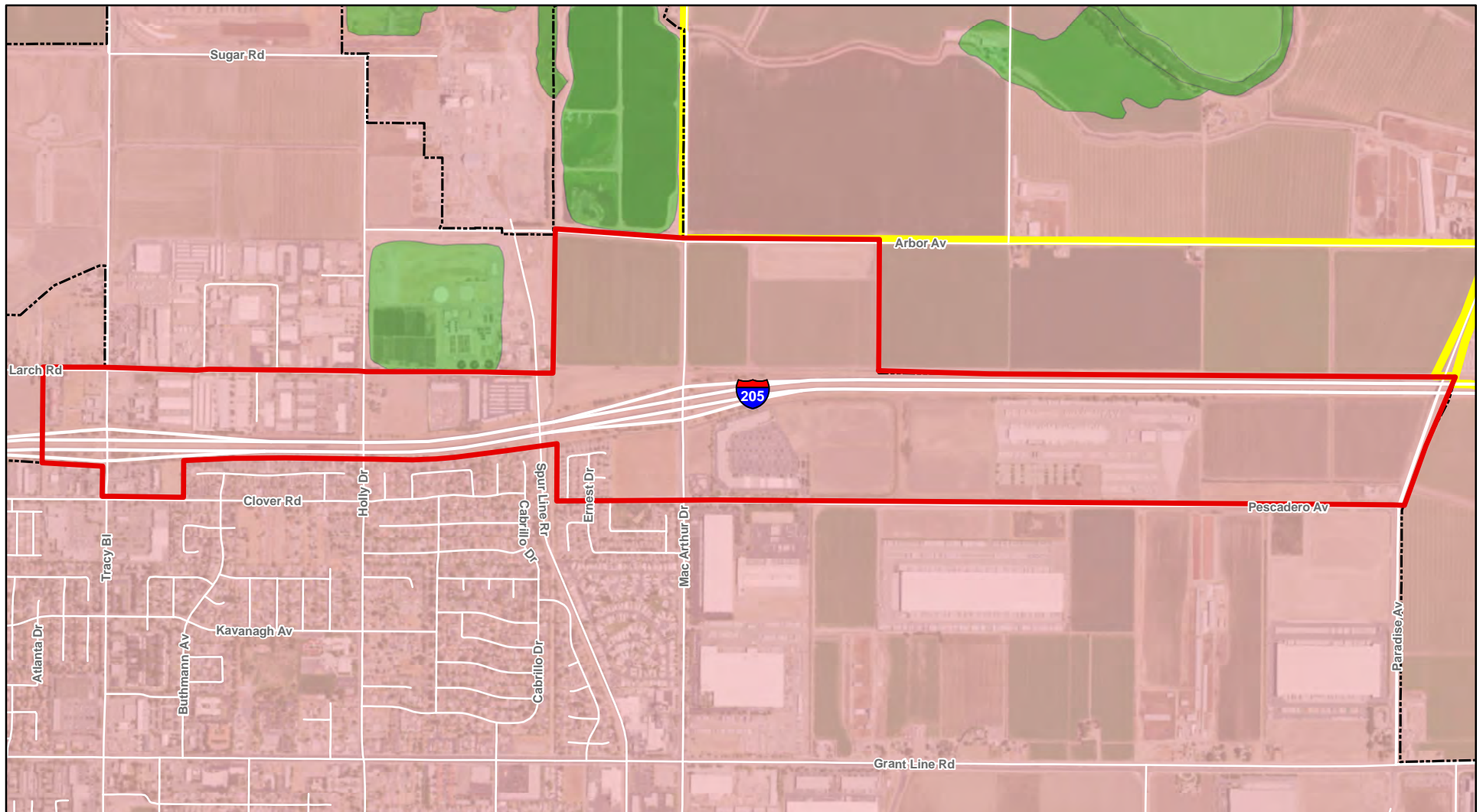
- Quaternary Faults
- Alquist-Priolo Fault Zones



1:500,000

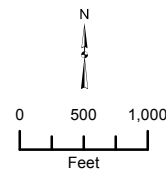
Data sources: US Geological Survey; San Joaquin County GIS.
Map date: May 30, 2016.

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Legend

- Expansive Soil Areas
- Non-Expansive Areas
- Project Boundary
- Sphere Of Influence
- Tracy City Limits



1:18,000

I-205 OVERLAY, TRACY, CALIFORNIA

Figure 9. Expansive Soils Map

Sources: San Joaquin County GIS; City of Tracy GIS. Map date: May 30, 2016.

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XII. 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 DISCUSSION

Various gases in the Earth's atmosphere, classified as atmospheric greenhouse gases (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 (H₂O), carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and ozone (O₃). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also greenhouse gases, but they are, for the most part, solely a product of industrial activities. Although the direct greenhouse gases 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 2011, concentrations of these three greenhouse gases have increased globally by 40, 150, and 20 percent, respectively (IPCC, 2013)¹.

Greenhouse gases, 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 carbon dioxide (CO₂), methane (CH₄), ozone (O₃), water vapor, nitrous oxide (N₂O), 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 (California Energy Commission 2014)². In California, the transportation sector is the largest emitter of GHGs, followed by electricity generation (California Energy Commission, 2014).

¹ Intergovernmental Panel on Climate Change. 2013. "Climate Change 2013: The Physical Science Basis, Summary for Policymakers."

http://www.climatechange2013.org/images/report/WG1AR5_SPM_FINAL.pdf

² California Energy Commission. 2014. California Greenhouse Gas Emission Inventory.

http://www.arb.ca.gov/cc/inventory/inventory_current.htm

GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants, which are pollutants of regional and local concern, respectively. California produced 459 million gross metric tons of carbon dioxide equivalents (MMTCO_{2e}) in 2012 (California Energy Commission, 2014). By 2020, California is projected to produce 509 MMTCO_{2e} per year.³

Carbon dioxide equivalents 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 carbon dioxide 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 2004, accounting for 40.7% of total GHG emissions in the state (California Energy Commission, 2006a). This category was followed by the electric power sector (including both in-state and out of-state sources) (22.2%) and the industrial sector (20.5%) (California Energy Commission, 2014).

EFFECTS OF GLOBAL CLIMATE CHANGE

The effects of increasing global temperature are far-reaching and extremely difficult to quantify. The scientific community continues to study the effects of global climate change. In general, increases in the ambient global temperature as a result of increased GHGs are anticipated to result in rising sea levels, which could threaten coastal areas through accelerated coastal erosion, threats to levees and inland water systems and disruption to coastal wetlands and habitat.

If the temperature of the ocean warms, it is anticipated that the winter snow season would be shortened. Snowpack in the Sierra Nevada provides both water supply (runoff) and storage (within the snowpack before melting), which is a major source of supply for the state. The snowpack portion of the supply could potentially decline by 70% to 90% by the end of the 21st century (Cal EPA, 2006)⁴. This phenomenon could lead to significant challenges securing an adequate water supply for a growing state population. Further, the increased ocean temperature could result in increased moisture flux into the state; however, since this would likely increasingly come in the form of rain rather than snow in the high elevations, increased precipitation could lead to increased potential and severity of flood events, placing more pressure on California's levee/flood control system.

Sea level has risen approximately seven inches during the last century and it is predicted to rise an additional 22 to 35 inches by 2100, depending on the future GHG emissions levels (Cal EPA,

³ California Air Resources Board. 2015. "2020 Business-as-Usual (BAU) Emissions Projection 2014 Edition". <http://www.arb.ca.gov/cc/inventory/data/bau.htm>

⁴ California Environmental Protection Agency, Climate Action Team. 2006. Climate Action Team Report to Governor Schwarzenegger and the Legislature. http://www.climatechange.ca.gov/climate_action_team/reports/

2006). If this occurs, resultant effects could include increased coastal flooding, saltwater intrusion and disruption of wetlands (Cal EPA, 2006). As the existing climate throughout California changes over time, mass migration of species, or failure of species to migrate in time to adapt to the perturbations in climate, could also result. Under the emissions scenarios of the Climate Scenarios report (Cal EPA, 2006), the impacts of global warming in California are anticipated to include, but are not limited to, the following.

Public Health

Higher temperatures are expected to increase the frequency, duration, and intensity of conditions conducive to air pollution formation. For example, days with weather conducive to ozone formation are projected to increase from 25% to 35% under the lower warming range and to 75% to 85% under the medium warming range. In addition, if global background ozone levels increase as predicted in some scenarios, it may become impossible to meet local air quality standards. Air quality could be further compromised by increases in wildfires, which emit fine particulate matter that can travel long distances depending on wind conditions. The Climate Scenarios report indicates that large wildfires could become up to 55% more frequent if GHG emissions are not significantly reduced.

In addition, under the higher warming scenario, there could be up to 100 more days per year with temperatures above 90°F in Los Angeles and 95°F in Sacramento by 2100. This is a large increase over historical patterns and approximately twice the increase projected if temperatures remain within or below the lower warming range. Rising temperatures will increase the risk of death from dehydration, heat stroke/exhaustion, heart attack, stroke, and respiratory distress caused by extreme heat.

Water Resources

A vast network of man-made reservoirs and aqueducts capture and transport water throughout the state from Northern California rivers and the Colorado River. The current distribution system relies on Sierra Nevada snow pack to supply water during the dry spring and summer months. Rising temperatures, potentially compounded by decreases in precipitation, could severely reduce spring snow pack, increasing the risk of summer water shortages.

The state's water supplies are also at risk from rising sea levels. An influx of saltwater would degrade California's estuaries, wetlands, and groundwater aquifers. Saltwater intrusion caused by rising sea levels is a major threat to the quality and reliability of water within the southern edge of the Sacramento/San Joaquin River Delta, a major state fresh water supply. Global warming is also projected to seriously affect agricultural areas, with California farmers projected to lose as much as 25% of the water supply they need; decrease the potential for hydropower production within the state (although the effects on hydropower are uncertain); and seriously harm winter tourism. Under the lower warming range, the snow dependent winter recreational season at lower elevations could be reduced by as much as one month. If temperatures reach the higher warming range and precipitation declines, there might be many years with insufficient snow for skiing, snowboarding, and other snow dependent recreational activities.

If GHG emissions continue unabated, more precipitation will fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snow pack by as much as 70% to 90%. Under the lower warming scenario, snow pack losses are expected to be only half as large as those expected if temperatures were to rise to the higher warming range. How much snow pack will be lost depends in part on future precipitation patterns, the projections for which remain uncertain. However, even under the wetter climate projections, the loss of snow pack would pose challenges to water managers, hamper hydropower generation, and nearly eliminate all skiing and other snow-related recreational activities.

Agriculture

Increased GHG emissions are expected to cause widespread changes to the agriculture industry reducing the quantity and quality of agricultural products statewide. Although higher carbon dioxide levels can stimulate plant production and increase plant water-use efficiency, California's farmers will face greater water demand for crops and a less reliable water supply as temperatures rise.

Plant growth tends to be slow at low temperatures, increasing with rising temperatures up to a threshold. However, faster growth can result in less-than-optimal development for many crops, so rising temperatures are likely to worsen the quantity and quality of yield for a number of California's agricultural products. Products likely to be most affected include wine grapes, fruits and nuts, and milk.

Crop growth and development will be affected, as will the intensity and frequency of pest and disease outbreaks. Rising temperatures will likely aggravate ozone pollution, which makes plants more susceptible to disease and pests and interferes with plant growth.

In addition, continued global warming will likely shift the ranges of existing invasive plants and weeds and alter competition patterns with native plants. Range expansion is expected in many species while range contractions are less likely in rapidly evolving species with significant populations already established. Should range contractions occur, it is likely that new or different weed species will fill the emerging gaps. Continued global warming is also likely to alter the abundance and types of many pests, lengthen pests' breeding season, and increase pathogen growth rates.

Forests and Landscapes

Global warming is expected to alter the distribution and character of natural vegetation thereby resulting in a possible increased risk of large wildfires. If temperatures rise into the medium warming range, the risk of large wildfires in California could increase by as much as 55%, which is almost twice the increase expected if temperatures stay in the lower warming range. However, since wildfire risk is determined by a combination of factors, including precipitation, winds, temperature, and landscape and vegetation conditions, future risks will not be uniform throughout the state. For example, if precipitation increases as temperatures rise, wildfires in southern California are expected to increase by approximately 30% toward the end of the century. In contrast, precipitation decreases could increase wildfires in northern California by up to 90%.

Moreover, continued global warming will alter natural ecosystems and biological diversity within the state. For example, alpine and sub-alpine ecosystems are expected to decline by as much as 60% to 80% by the end of the century as a result of increasing temperatures. The productivity of the state's forests is also expected to decrease as a result of global warming.

Rising Sea Levels

Rising sea levels, more intense coastal storms, and warmer water temperatures will increasingly threaten the state's coastal regions. Under the higher warming scenario, sea level is anticipated to rise 22 to 35 inches by 2100. Elevations of this magnitude would inundate coastal areas with saltwater, accelerate coastal erosion, threaten vital levees and inland water systems, and disrupt wetlands and natural habitats.

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Future development of the site for urban uses and the corresponding generation of GHG emissions associated with buildout of the Tracy General Plan, including the project site, was taken into consideration in the City of Tracy General Plan and General Plan EIR. As described in Chapter 3 of the 2010 Recirculation Supplemental General Plan Draft EIR, the Tracy General Plan and Sustainability Action Plan include policies and measures to reduce GHG emissions, supporting the State's emission reduction targets and other environmental goals. In total, it is estimated that measures in the General Plan and Sustainability Action Plan would reduce 2020 business-as-usual (BAU) GHG emissions by between 382,422 and 486,115 metric tons CO₂e. Although the General Plan and Sustainability Action Plan include many goals, policies, and measures that would reduce GHG emissions from projected BAU levels, the Tracy General Plan would not meet the San Joaquin Valley Air Pollution Control District's threshold of a 29 percent reduction in GHG emissions from BAU projected emissions. Therefore, the General Plan and Sustainability Action Plan would result in a significant GHG emission impact.

On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the significant generation of GHG emissions resulting from adoption of the General Plan.

The proposed project site is identified for urban land uses in the Tracy General Plan. The proposed project is consistent with the overriding considerations that were adopted for the General Plan and the established mitigation measures under that Plan. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. As such, implementation of the proposed project would not create new impacts over and above those identified in the General Plan EIR, nor significantly change previously identified impacts. This is a **less than significant** impact.

Response b): Less than Significant. The City of Tracy recently adopted the Tracy Sustainability Action Plan. The Sustainability Action Plan includes programs and measures to reduce GHGs through community and municipal operations. Programs and measures contained in the Sustainability Action Plan that relate to the proposed project include, but are not limited to:

Measure E-1: Implement California Green Building Standards, as contained in Title 24, Part 11, CCR.

Measure T-5 c and d: Which promote the use of alternative transportation measures, including bikes and pedestrian travel, by providing connections to existing bike and pedestrian facilities.

Measure E-2 e: Requiring energy efficient exterior lighting.

The City of Tracy will require future development projects within the Overlay Zone to fully implement all applicable requirements of the Sustainability Action Plan. These future projects would be constructed in compliance with the California Green Building Standards, and would install energy efficient exterior lighting. Implementation of the requirements of the Sustainability Action Plan, and other relevant policies in the Tracy General Plan represent the application of uniformly applied measures aimed at reducing GHG emissions from new development projects. This is a **less than significant** impact.

VIII. 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 for people residing or working in the project area?			X	
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			X	
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. Future development projects within the proposed Overlay Zone would place new commercial and industrial uses in an area of the City that currently contains predominantly commercial and industrial uses. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Any future land uses within the Overlay Zone which would routinely transport, use, or dispose of hazardous materials, or present a reasonably foreseeable release of hazardous materials, would be required to comply with existing local, regional, and state regulations regarding the transport and use of hazardous materials.

Construction equipment and materials required for future development within the Overlay Zone 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. In addition, future project applicants of development projects within the Overlay Zone would be required to implement a Stormwater Pollution Prevention Plan (SWPPP) during construction activities, which would prevent any contaminated runoff from leaving the project site. Further, impacts related to the routine transport, use, disposal, or accidental release of hazardous materials within the City's Planning Area were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Therefore, compliance with applicable federal, state, local statutes and regulations, and the SWPPP would ensure that the proposed project would have a **less than significant** impact relative to this issue.

Response c): Less than Significant. The project site is not located within $\frac{1}{4}$ mile of an existing school. The nearest school to the project site, North Elementary School, is located approximately 0.4 miles south of the project site. As described under Response a), above, future projects within the Overlay Zone may involve the use, storage, transport or handling of hazardous materials. Nevertheless, because the Overlay Zone is not located within $\frac{1}{4}$ mile of an existing school, the allowed uses would not expose school children to substantial pollutant concentrations, hazardous materials, or other significant hazards. Construction related activities may utilize limited quantities of common hazardous materials on the site, and the use, storage, and transport of these materials are required to comply with applicable federal, state, and local statutes and regulations, which would reduce the potential for accidental spills or releases that could expose schools to hazardous materials. Additionally, future project applicants for projects located within the Overlay Zone would be required to implement a SWPPP during construction activities, which would prevent any contaminated runoff from leaving the project site. Therefore, there is limited exposure of school sites to hazardous materials from operation or construction activities that may use or store hazardous materials at the project site. This is a **less than significant** impact

Response d): Less than Significant. According the California Department of Toxic Substances Control (DTSC) there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup Sites on, or adjacent to the project site. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5. It is noted that various active Cleanup Program Sites and Land Disposal Sites are located within the vicinity of the Overlay Zone. Additionally, various closed Leaking Underground Storage Tank Clean Up sites are located within the vicinity of the Overlay Zone.

Impacts related to hazards and hazardous materials were analyzed in the General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. As stated in the

City's General Plan and General Plan EIR, developers are required to conduct the necessary level of environmental investigation prior to project approval to ensure that development sites would not affect the environment or the health or safety of future property owners (Objective SA-4.1, P2). The General Plan EIR concluded that this policy would reduce the potential impact to a less than significant level.

The testing of soil prior to the start of construction in order to identify whether soil in the area has been impacted by historic pipeline operations or historic agricultural operations would be required prior to construction and earthmoving activities required for future development within the Overlay Zone, where appropriate, as required by the Tracy General Plan. Additionally, there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup Sites on, or adjacent to 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.

Responses e), f): Less than Significant. The Federal Aviation Administration (FAA) establishes distances of ground clearance for take-off and landing safety based on such items as the type of aircraft using the airport.

The Tracy Municipal Airport is the closest airport to the project site, located approximately 4.8 mile to the south. The Airport is a general aviation airport owned by the City and managed by the Public Works Department. Guidelines for Airport Land Use were developed by SJCOG Airport Land Use Commission in 2013. Furthermore, the City of Tracy adopted an Airport Master Plan in 1998, analyzing the impacts to safety on surrounding development from the Tracy Municipal Airport.

The probability of an aircraft accident is highest along the extended runway centerline, and within one mile of the runway end. According to SJCOG Guidelines there are seven zones in which land use restrictions apply due to proximity to the airport:

1. Zone 1 Runway Protection Zone (RPZ)
2. Zone 2 Inner Approach/Departure Zone (IADZ)
3. Zone 3 Inner Turning Zone (ITZ)
4. Zone 4 Outer Approach/Departure Zone (OADZ)
5. Zone 5 Sideline Safety Zone (SSZ)
6. Zone 7 Traffic Pattern Zone (TPZ)
7. Zone 8 Airport Influence Area (AIA)

Land use constraints in these zones become progressively less restrictive from the RPZ to the TPZ. The proposed project site is not located within any of the safety zones. The proposed project site is not located within one mile of the airport, nor along the extended runway centerline, or within an AIA. Additionally, there are no private airstrips within the vicinity of the project site. The proposed Overlay Zone would limit the height of future structures within the Overlay Zone to 40 feet, and the project does not propose any structures of substantial height that would protrude into active airspace. Therefore, safety hazards related to the project's proximity to the Tracy Municipal Airport are **less than significant**.

Response g): No Impact. The General Plan includes policies that require the City to maintain emergency access routes that are free of traffic impediments (Objective SA-6.1, P1 and A2). The proposed project does not include any actions that would impair or physically interfere with an adopted emergency response plan or emergency evacuation plan. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR, and would not interfere with any emergency response or evacuation plans. The Overlay Zone would (as does the Cordes Ranch Specific Plan) prohibit large-scale warehouse, manufacturing, and industrial land uses, while still allowing all of the other land uses that are currently listed as permitted and conditionally permitted within each of the affected underlying zones (i.e., the Northeast Industrial Specific Plan, the I-205 Corridor Specific Plan, the Tracy Industrial Area Specific Plan, and the Light Industrial, Highway Service, and Planned Unit Development zoning districts). Implementation of the proposed project would result in **no impact** to this environmental topic.

Response h): 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, while fuels such as trees have a lower surface area to mass ratio and require more heat to reach the ignition point.

The City has areas with an abundance of flashy fuels (i.e. grassland) in the outlying residential parcels and open lands that, when combined with warm and dry summers with temperatures often exceeding 100 degrees Fahrenheit, create a situation that results in higher risk of wildland fires. Most wildland fires are human caused, so areas with easy human access to land with the appropriate fire parameters generally result in an increased risk of fire.

The California Department of Forestry has designated the southwestern edge of the City as having a moderate wildland fire potential. This is predominately a result of the hills and grassland habitat that persists. The identified moderate wildland fire potential area in and around Tracy does not include the project site. Since the project site is not located within a designated wildfire hazard area, this is a **less than significant** impact.

IX. HYDROLOGY AND WATER 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) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			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, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) 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?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Wastewater generated by future development projects within the Overlay Zone would be conveyed to the Tracy Wastewater Treatment Plan (WWTP) for treatment and disposal. The City's wastewater collection system consists of gravity sewer lines, pump stations and the WWTP. Wastewater flows toward the northern part of the City where it is treated at the WWTP and then discharged into the Old River in the southern Sacramento-San Joaquin Delta. The project's potential to violate a water quality standard or waste discharge requirement is related to the treatment of wastewater generated by future projects within the Overlay Zone, and the quality of stormwater runoff generated at the project site. These two issues are addressed below.

In 2008 the City expanded its wastewater treatment capacity to 10.8 million gallons per day (mgd). The City's WWTP currently treats approximately 9.0 mgd of wastewater. The City's WWTP provides secondary-level treatment of wastewater followed by disinfection. Treated effluent from the WWTP is conveyed to a submerged diffuser for discharge into the Old River. The WWTP has an NPDES permit for discharge into the Old River from the State Regional Water Quality Control Board. The addition of wastewater to the City's WWTP as a result of future development projects within the Overlay Zone was previously analyzed in the City's General Plan EIR. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans.

The addition of wastewater would not exceed the treatment capacity of the City's WWTP, or violate waste discharge requirements under the City's National Pollutant Discharge Elimination System (NPDES) permit. As such, the future projects would not cause, or contribute to, a violation of wastewater quality standards or waste discharge requirements.

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, the City requires the application of BMPs to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of the project. Additionally, projects are required to prepare a SWPPP.

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. The payment of applicable development impact fees by future development projects within the Overlay Zone would ensure that the fair-share of capital improvement fees are contributed towards future system expansions, as identified in the 2012 Tracy Wastewater Master Plan. Additionally, the future development projects would be required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the 2012 City of Tracy Citywide Storm Drainage

Master Plan. Further, through compliance with the NPDES permit requirements, and compliance with the SWPPP, future projects within the Overlay Zone would not result in a violation of any water quality standards or waste discharge requirements. Therefore, through compliance with the NPDES and the SWPPP, impacts are considered **less than significant**.

Response 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.

The City's existing Groundwater Management Policy prohibits groundwater extraction to exceed 9,000 AF (the determined safe yield). The General Plan contains policies to address groundwater use and conservation that will assist in avoiding impacts to groundwater sources. The City will use surface water supplies to the greatest extent feasible to reduce reliance on groundwater (Objective PF-6.1, P3) and to reserve groundwater supplies for emergency use, such as droughts or short-term shortages (Objective PF-6.4, P1). As a result of adopted City policies and General Plan policies, a less than significant groundwater impact was determined by the General Plan EIR. The proposed project is consistent with land use designations and densities analyzed under the General Plan EIR. Thus, the proposed project potential for groundwater depletion is consistent with the General Plan EIR finding of less than significant.

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, portions 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.

Because the City has adequate existing water service capacity to serve the project, and the limited scope of impervious surface coverage (when compared to the larger groundwater basin), the proposed project would result in **less than significant** impacts related to depletion of groundwater supplies and interference with groundwater recharge.

Responses c), d), e), f): Less than Significant. When land is in a natural or undeveloped condition, soils, mulch, vegetation, and plant roots absorb rainwater. This absorption process is called infiltration or percolation. Much of the rainwater that falls on natural or undeveloped land slowly infiltrates the soil and is stored either temporarily or permanently in underground layers of soil. When the soil becomes completely soaked or saturated with water or the rate of rainfall exceeds the infiltration capacity of the soil, the rainwater begins to flow on the surface of land to low lying areas, ditches, channels, streams, and rivers. Rainwater that flows off of a site is defined as storm water runoff. When a site is in a natural condition or is undeveloped, a larger percentage

of rainwater infiltrates into the soil and a smaller percentage flows off the site as storm water runoff.

The infiltration and runoff process is altered when a site is developed with urban uses. Houses, buildings, roads, and parking lots introduce asphalt, concrete, and roofing materials to the landscape. These materials are relatively impervious, which means that they absorb less rainwater. As impervious surfaces are added to the ground conditions, the natural infiltration process is reduced. As a result, the volume and rate of storm water runoff increases. The increased volumes and rates of storm water runoff may result in flooding if adequate storm drainage facilities are not provided.

There are no rivers, streams, or water courses located on or immediately adjacent to the project site. As such, there is no potential for the project to alter a water course, which could lead to on or offsite flooding. Drainage improvements associated with future development projects would be located within the Overlay Zone, and future development projects within the Overlay Zone would not alter or adversely impact offsite drainage facilities.

Future development within the Overlay Zone would place impervious surfaces on portions of the 365.62-acre project site. Development of the project site would potentially increase local runoff production, and would introduce constituents into storm water that are typically associated with urban runoff. These constituents include heavy metals (such as lead, zinc, and copper) and petroleum hydrocarbons. BMPs will be applied to any future proposed site development to limit the concentrations of these constituents in any site runoff that is discharged into downstream facilities to acceptable levels. Stormwater flows from the project site would be directed to future stormwater conveyance systems within the project site. These stormwater conveyance systems would be constructed as part of future development within the Overlay Zone.

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, a SWPPP would be required for future projects within the Overlay Zone. As described previously, the SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of future projects.

Additionally, future development projects would be 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 National

Pollutant Discharge Elimination System (“NPDES”) Permit No. CAS000004, as such permit is amended and/or renewed.

New development 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. Future project applicants would be required to submit a detailed storm drainage infrastructure plan to the City of Tracy Development Services Department for review and approval. Any future project’s storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City’s existing stormwater conveyance system, and demonstrate that these future projects would not result in on- or off-site flooding impacts. Any future development projects would also be required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the 2012 City of Tracy Citywide Storm Drainage Master Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The payment of applicable development impact fees by any future project would ensure that the future projects pays their fair-share of capital improvement fees towards future system expansions, as identified in the 2012 Citywide Storm Drainage Master Plan.

In order to ensure that future stormwater runoff generated at the project site as a result of new impervious surfaces does not exceed the capacity of the existing or planned stormwater drainage system, the future project applicants would be required to submit a detailed storm drainage infrastructure plan to the City of Tracy Development Services Department for review and approval. The future projects’ storm drainage infrastructure plans shall, to the satisfaction of the City Engineer, demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City’s existing stormwater conveyance system, and demonstrate that the future projects would not result in on- or off-site flooding impacts. The implementation of this requirement would reduce this impact to a less than significant level.

The payment of all applicable fees, and the implementation of all appropriate regulatory requirements, would ensure that this impact is **less than significant**.

Responses g), h): Less than Significant. The 100-year floodplain denotes an area that has a one percent chance of being inundated during any particular 12-month period.

Floodplain zones are determined by the Federal Emergency Management Agency (FEMA) and used to create Flood Insurance Rate Maps (FIRMs). These tools assist cities in mitigating flooding hazards through land use planning. FEMA also outlines specific regulations for any construction, whether residential, commercial, or industrial within 100-year floodplains.

As shown in Figure 10, the majority of the project site is not located within the FEMA designated 100-year floodplain. A portion of the project site, located in the north-central portion of the site,

is located within the 100-year (one percent annual chance) flood hazard zone. However, as noted in the City's General Plan EIR, lands within the FEMA-designated 100-year floodplain or Zone A are subject to mandatory flood insurance purchase as required by FEMA. The insurance rating is based on the difference between the base flood elevation (BFE), the average depth of the flooding above the ground surface for a specific area, and the elevation of the lowest floor. Because Tracy participates in the National Flood Insurance Program, it must require development permits to ensure that construction materials and methods will mitigate future flood damage. New construction and substantial improvements of residential structures are also required to "have the lowest floor (including the basement) elevated to or above the base flood level." Non-residential structures must have their utility systems above the BFE or be of flood-proof construction. Additionally, Chapter 9.52 of the Tracy Municipal Code establishes regulations limiting new construction in an area of special flood hazard. Future development within the Overlay Zone would be subject to existing City and federal regulations pertaining to flood hazards.

Impacts related to flooding as a result of development of the General Plan, including the proposed project site, were analyzed in the General Plan EIR. The General Plan EIR concluded that implementation of General Plan and its policies would reduce the potential impact associated with exposure to the 100-year flood plain to a less than significant level. Therefore, this is a **less than significant** impact.

Responses i), j): Less than Significant. As shown in Figure 11, the majority of the project site is located within an inundation risk area. As noted in the City's General Plan EIR, some areas in the northern portion of the Tracy Planning Area have the potential to be affected by dam failure inundation such as from the San Luis Reservoir, New Melones and New Exchequer dams. The northern most portion of the Sphere of Influence and the City limits fall within areas that could be potentially affected by dam inundation, including the Holly Sugar property and the northern portions of Larch Clover and Urban Reserves 1 and 3. In addition, portions of San Joaquin County could be subject to flooding due to seiches resulting in levee failure. However, the City of Tracy is not in close proximity to the areas most likely to be affected.⁵

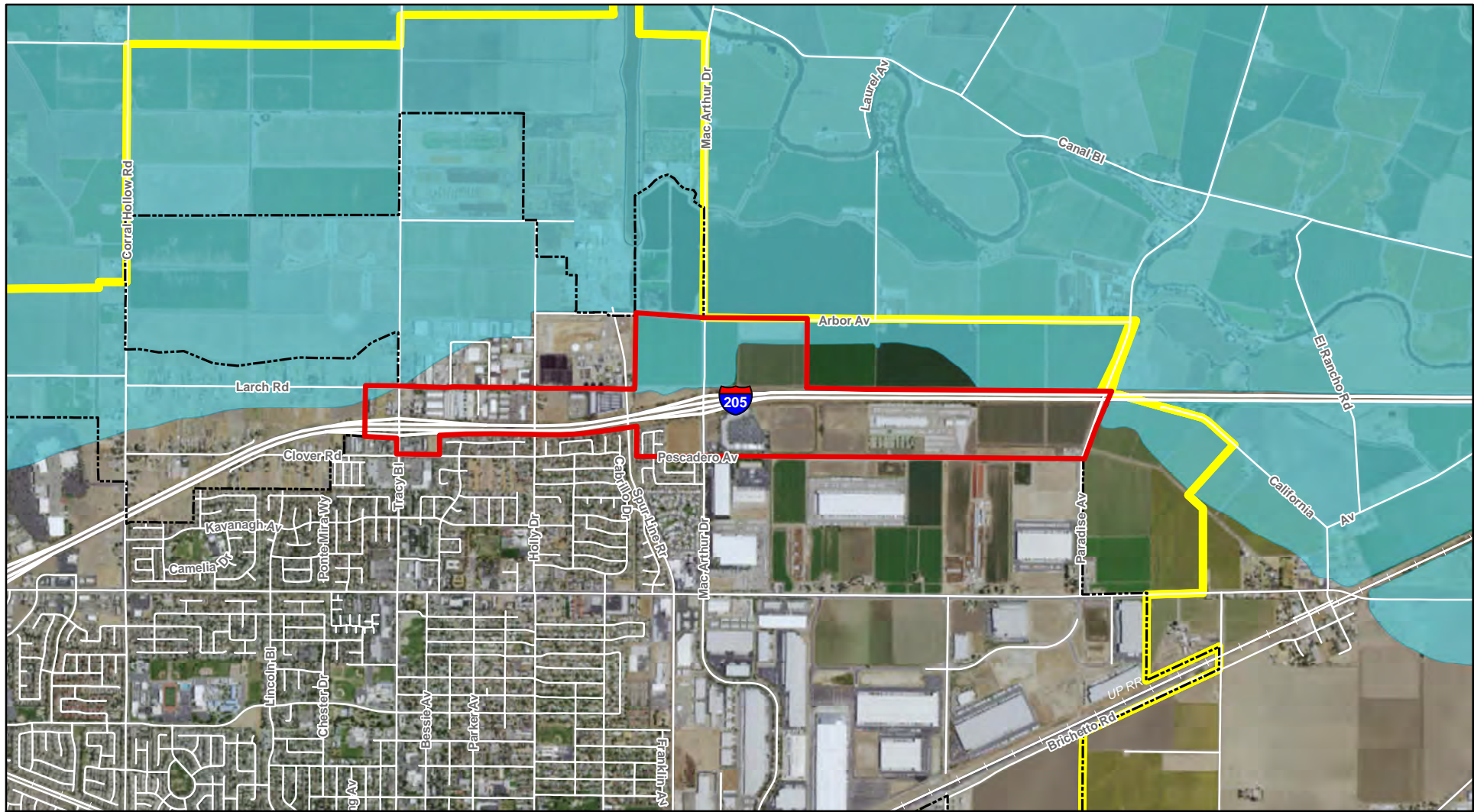
The safety of dams in California is stringently monitored by the California Department of Water Resources, Division of Safety of Dams (DSD). The DSD is responsible for inspecting and monitoring the dam in perpetuity. The proposed project would not result in actions that could result in a higher likelihood of dam failure at San Luis Reservoir and New Melones Dams. There will always be a remote chance of dam failure that results in flooding of portions of the City. However, impacts related to dam inundation as a result of development of the General Plan, including the proposed project site, were analyzed in the General Plan EIR. The General Plan EIR concluded that implementation of General Plan and its policies would reduce the potential impact associated with dam inundation to a less than significant level.

There are no significant bodies of water near the project site that could result in the occurrence of a seiche or tsunami. Additionally, the project site and the surrounding areas are relatively

⁵ SJCOG. September 2001. 2001 RTP Program EIR. p. 3.9-8.

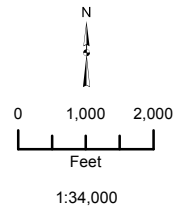
flat, which precludes the possibility of mudflows occurring on the project site. Overall, this is a **less than significant** impact.

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Legend

- 1% Annual Chance Flood Hazard (100-yr Flood Zone)
- Project Boundary
- Sphere Of Influence
- Tracy City Limits

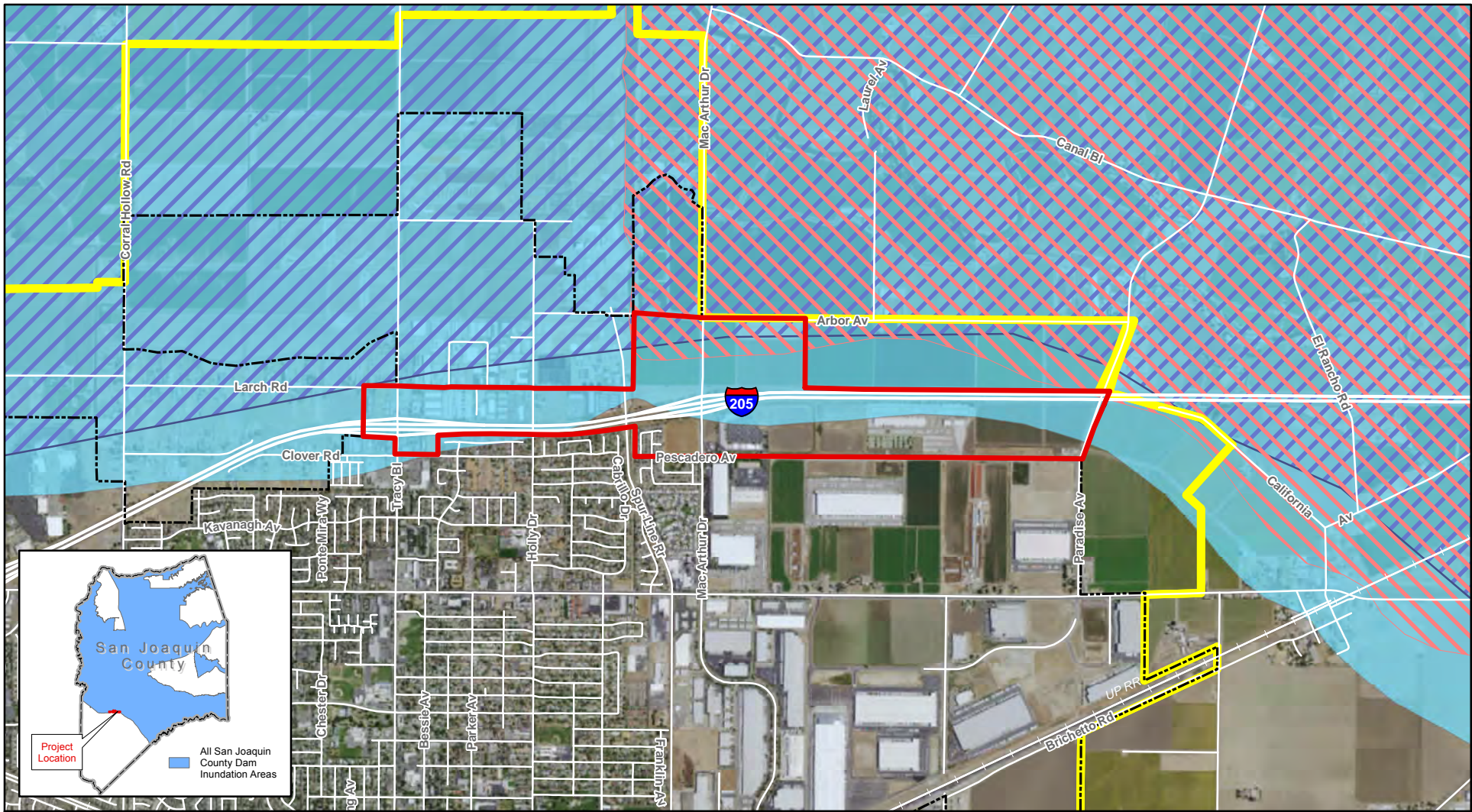


I-205 OVERLAY, TRACY, CALIFORNIA

Figure 10. Project Site FEMA Flood Insurance Rate Map

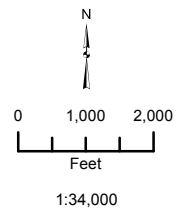
Sources: San Joaquin County GIS; City of Tracy GIS; FEMA. Map date: May 31, 2016.

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Legend

- | | |
|--|---|
|  Lake McClure Dam |  Project Boundary |
|  New Melones Dam |  Sphere Of Influence |
|  San Luis dam |  Tracy City Limits |



I-205 OVERLAY, TRACY, CALIFORNIA
 Figure 11. Dam Inundation Areas

Sources: San Joaquin County GIS; City of Tracy GIS; California OES. Map date: May 31, 2016.

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X. 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) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): No Impact. The project site is surrounded by existing commercial and industrial uses. Future development projects within the Overlay Zone would be consistent and compatible with the surrounding land uses, and would not divide an established community. There is **no impact**.

Response b): Less than Significant. The City Tracy General Plan land use designations for the project site are Commercial, Industrial, and Residential Medium. The Industrial land use designation contains uses such as warehouses and distribution facilities, light manufacturing, self-storage facilities, aggregate deposits and extraction operations, and automobile garages. Land designated Industrial may have a maximum FAR of 0.5. The Commercial land use designation includes sites with one or more types of retail and office facilities, typically containing restaurants, grocery stores, shopping centers, and office parks. Land designated Commercial may have a maximum FAR of 1.0. The Residential Medium land use 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 project site is currently zoned M-1, HS, PUD, and MDC. The M-1 Zone classification is designed to provide for commercial and industrial activities and uses which are included in Chapter 10.08, Article 20 of the Tracy Municipal Code. The HS Zone classification is designed to provide for freeway-oriented uses in close proximity to the freeway interchanges. The uses permitted are intended to encourage automobile and truck related uses which will be compatible with adjacent zones and development and which require large land areas and are not appropriate, compatible, or of a type usually found in downtown areas or shopping centers. The PUD Zone classification is designed to allow flexibility and creativity in site planning for residential, commercial, or industrial uses to achieve greater efficiency in land use by maximizing open space, preserving natural amenities, and creating additional amenities. The MDC Zone classification is designed to provide for single- and two-family dwellings, dwelling groups, and supporting uses and to be

utilized in appropriate locations within the areas designated medium density residential with a density range of 5.9 to 12.0 dwelling units per gross acre by the General Plan.

Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. The project's consistency with other General Plan policies that provide environmental protections are addressed within the relevant sections of this document. This is a **less than significant** impact.

Response c): Less than Signification. The proposed project is classified as Urban and Undeveloped Public Land under the SJMSCP. Future development projects within the Overlay Zone would be required to consult with SJCOG to pursue and obtain coverage of the future projects pursuant to the SJMSCP. This would ensure that the project does not conflict with the implementation of the SJMSCP. Therefore, implementation of the project would have a **less than significant** impact.

XI. 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 like 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 not 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**.

XII. NOISE -- WOULD THE PROJECT RESULT IN:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			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 expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The proposed project is located in an area consisting predominately of commercial and industrial land uses. Commercial and industrial land uses may generate significant noise levels. Additionally, traffic generated by future development projects within the Overlay Zone have the potential to contribute to roadway noise levels in the vicinity of the project site and throughout other areas of the City. Increases in roadway noise associated with buildout of the Tracy General Plan were addressed in the 2010 General Plan Recirculated Supplemental Draft EIR. As described in the Draft EIR, vehicular traffic on existing roadways in Tracy would increase as development proceeds and the City's population increases. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans.

Development of the site for urban uses and the subsequent increase in vehicle roadway noise was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the increase in vehicle roadway noise resulting from adoption of the General Plan and EIR.

The City of Tracy General Plan Noise Element establishes exterior and interior noise level limits for residential projects and exterior noise level limits for all other projects, including commercial and industrial uses. Policy 3 establishes a specific limit of 60 dB L_{dn} for exterior areas of single-family residential uses. However, if the primary noise source is train pass-bys, then the standard for outdoor noise levels in multi-family residential is increased to 70 dB L_{dn} (Policy 9). An interior noise level standard of 45 dB L_{dn} is also established for all residential uses under Policy 5. Additionally, Policy 8 establishes conditionally acceptable and unacceptable noise levels for various commercial and industrial land uses, as shown in Figure 9-3 of the Tracy General Plan Noise Element. Specifically, Policy 8 establishes a 60 dB L_{dn} exterior noise limit for schools, libraries, museums, hospitals, personal care, meeting halls, and churches, and a 70 dB L_{dn} exterior noise limit for office buildings, business, commercial, and professional uses.

Further, Objective N-1.3 and Policies P1, P2, P3, and P5 of the Tracy General Plan ensure that noise impacts from new projects will be evaluated during the design review process and mitigated as a condition of project approval. To comply with the General Plan, future development projects within the Overlay Zone would be required to predict their future operational noise and compare the results to the City of Tracy noise level standards within a Noise Analysis. The future Noise Analysis would include any necessary recommendations to ensure that the future projects are consistent with the General Plan Noise policies identified above, and would ensure that any potential for the allowed uses to be exposed to excessive noise levels would be reduced to a **less than significant** level.

Response b): Less than Significant. No major stationary sources of groundborne vibration are located in the project area that would result in the long-term exposure of onsite land uses to unacceptable levels of ground vibration. In addition, the future development projects within the Overlay Zone would not likely involve the use of any major equipment or processes that would result in potentially significant levels of ground vibration that would exceed these standards at nearby existing land uses. However, construction activities associated with the future development projects within the Overlay Zone would require the use of various tractors, trucks, and potentially jackhammers that could result in intermittent increases in groundborne vibration levels.

Groundborne vibration levels and their associated effects are shown in Table 2, and groundborne vibration levels commonly associated with construction equipment are summarized in Table 3.

Based on the levels presented in Table 3, groundborne vibration generated by typical construction equipment (Table 2) would not be anticipated to exceed approximately 0.09 inches per second (in/sec) peak particle velocity (ppv) at 25 feet. Predicted vibration levels would not be anticipated to exceed recommended criteria for structural damage and human annoyance (0.2 and 0.1 in/sec ppv, respectively) at nearby land uses. As a result, short-term groundborne vibration impacts would be considered **less than significant**.

Table 2: Effects of Vibration on People and Buildings

PEAK PARTICLE VELOCITY (IN/SEC)	HUMAN REACTION	EFFECT ON BUILDINGS
0.006-0.019	Threshold of perception; possibility of intrusion	Vibrations unlikely to cause damage of any type
0.08	Vibrations readily perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
0.10	Level at which continuous vibrations begin to annoy people	Virtually no risk of “architectural” damage to normal buildings
0.20	Vibrations annoying to people in buildings	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
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.

Table 3: Representative Vibration Source Levels for Construction Equipment

EQUIPMENT	PEAK PARTICLE VELOCITY AT 25 FEET (IN/SEC)
Large Bulldozers	0.089
Loaded Trucks	0.076
Jackhammer	0.035
Small Bulldozers	0.003

SOURCE: FTA 2006, CALTRANS 2004

Response c): Less than Significant. Generally, a project may have a significant effect on the environment if it will substantially increase the ambient noise levels for adjoining areas or expose people to severe noise levels. In practice, more specific professional standards have been developed. These standards state that a noise impact may be considered significant if it would generate noise that would conflict with local planning criteria or ordinances, or substantially increase noise levels at noise-sensitive land uses.

The proposed project would not directly generate increased noise. Future development projects within the Overlay Zone may result in operational noise which may increase ambient noise levels in the project vicinity above levels existing without the project. The noise directly generated by these future development projects would not differ from the existing ambient noises currently generated by the surrounding commercial and industrial land uses. Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans.

As noted previously, to comply with the General Plan, future development projects within the Overlay Zone would be required to predict their future operational noise and compare the results to the City of Tracy noise level standards within a Noise Analysis. The future Noise Analysis would include any necessary recommendations to ensure that the future projects are consistent with the General Plan Noise policies identified above.

Additionally, as described above, development of the site for urban uses and the subsequent increase in vehicle roadway noise was taken into consideration in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the increase in vehicle roadway noise resulting from adoption of the General Plan and EIR, and the proposed project is consistent with these findings. As such, this is a **less than significant** impact.

Response d): Less than Significant. Future construction activities at the project site would result in temporary increases in noise levels that could expose nearby residences to increased noise levels and noise nuisances. As shown in Table 4, construction activities could create temporary noise levels of up to 90 dBA at distances of 50 feet. Because existing residential neighborhoods are located to the south of the western portion of the Overlay Zone, this temporary increase in construction noise is considered potentially significant.

Table 4: Construction Equipment Noise

TYPE OF EQUIPMENT	MAXIMUM LEVEL, DB AT 50 FEET
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: CONSTRUCTION NOISE MODEL USER'S GUIDE. FEDERAL HIGHWAY ADMINISTRATION. FHWA-HEP-05-054. JANUARY 2006.

However, the proposed I-205 Overlay project is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan. Noise impacts associated with development and buildout of the project site, as proposed, were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since the proposed project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the proposed project would not result in any new or altered impacts beyond those addressed in the General Plan EIR.

Should future development within the Overlay Zone be predicted to result in potentially significant construction noise levels for those residences located to the south of the western

portion of the Overlay Zone, a Noise Analysis would include requirements in order to place restrictions on the time of day that construction activities can occur, and includes additional techniques to reduce noise levels at adjacent residences during construction activities. Therefore, this would be a **less than significant** impact.

Response e): Less than Significant. The Tracy Municipal Airport is located approximately 4.8 miles south of the project site. The Airport is a general aviation airport owned by the City and managed by the Public Works Department. The City of Tracy adopted an Airport Master Plan in 1998, analyzing the impacts to safety on surrounding development from the Tracy Municipal Airport.

The San Joaquin County Airport Land Use Plan establishes noise contours surrounding the Tracy Municipal Airport. The project site is located outside of both the 65 dB_{CNEL} and the 60 dB_{CNEL} noise contours for the Tracy Municipal Airport, and the project site is outside of the Airport Influence Area (AIA). As such, the project site would not be exposed to excessive noise from the Tracy Municipal Airport. This is a **less than significant** impact.

Response f): No Impact. The project site is not located within two miles of a private airstrip. There is **no impact**.

XIII. 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 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 housing, necessitating the construction of replacement housing elsewhere?			X	
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Implementation of the proposed project would result in the addition of a new Article under Title 10, Planning and Zoning, to the Tracy Municipal Code, as well as minor revisions (cross-references to the new Article) to several existing zoning districts. The proposed project is located in an urbanized area of the City of Tracy, and the project would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. There is existing infrastructure (roads, water, sewer, etc.) in the immediate vicinity of the project site. While future development projects within the Overlay Zone would extend these services onto the site to serve future development, the proposed project would not extend infrastructure to an area of the City not currently served. Therefore, the project would not indirectly induce population growth in other areas of the City of Tracy.

The potential for the project to directly induce population growth in the City of Tracy is not a significant impact in and of itself. Population growth can result in other types of environmental impacts, such as traffic, service demands, etc. As described throughout this environmental document, the population growth attributable to the proposed project would not result in any significant environmental impacts that cannot be mitigated to a less than significant level through the application of standard requirements that all new development in the City must adhere to. Future growth will occur through development allowed by the General Plan and by the City's Growth Management Ordinance (GMO). Under the GMO, approximately 19,981 building permits can be issued between 2011 and 2041.⁶ Growth under this project is consistent with the General Plan and GMO.

This impact is **less than significant**, as demonstrated throughout this document.

Responses b), c): Less than Significant. There is an existing residential subdivision located on the south-central portion of the project site, south of I-205. However, approval of the proposed I-205 Overlay Zone would not remove this existing housing, and it is not anticipated that

⁶ [http://www.sjgov.org/lafco/Tracy%20MSR/TracyMSR_Dec2011_ALL%20FILES\[1\].pdf](http://www.sjgov.org/lafco/Tracy%20MSR/TracyMSR_Dec2011_ALL%20FILES[1].pdf)

development of future projects within the Overlay Zone would remove any housing from the City. Therefore, the project would not displace substantial numbers of people or existing housing, and would have a **less than significant** impact.

XIV. 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:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a.i): Less than Significant. The Tracy Fire Department, as a member agency of the South County Fire Authority, provides fire protection, life safety, and emergency response services to 167 square miles of the southern part of San Joaquin County. In 1999, the South County Fire Authority was established to more effectively and efficiently serve the City of Tracy, the Tracy Rural Fire Protection District (FPD), and the Mountain House Community Services District (CSD).

The Fire Authority currently operates six fire stations and an administrative office. Twenty-four hour-a-day staffing is provided with six paramedic engine companies, one ladder truck company, and one duty chief. Four fire stations are within the incorporated area of the City of Tracy and two are in the surrounding rural Tracy area. Of the two stations in the rural area, fire station 94 is located at 16502 Schulte Road, immediately adjacent to City annexed property in the Prologis International Park of Commerce.

Medical transport is provided by private ambulance. With the exception of Manteca District Ambulance and Ripon Consolidated Fire District, American Medical Response is the exclusive emergency ambulance transport service provider in San Joaquin County.

The Tracy Fire Department conducted a Standards of Response Coverage study in late 2007. Findings of the study indicated that the Department had challenges in meeting its established response time objectives in the areas of the West Valley Mall and Downtown Tracy utilizing existing resources. Two new facilities were opened May 16, 2014, to replace Fire

Stations 92 & 96. The new facilities allow the fire department to serve the greater community of Tracy more effectively within the established response time standard of 6.5 minutes.

Since November 2008, the Fire Department has expanded its provision of Advanced Life Support Services to all of its fire stations. Emergency medical services in Tracy and the surrounding areas are reported to be good, as Tracy is one of only three fire departments in San Joaquin County that provide Advanced Life Support services.

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 will be implemented through the review of all new projects within the City, prior to development, and through the collection of development impact fees for the funding of facilities.

Implementation of the proposed project would not adversely impact existing fire and emergency services within the City, and would not require the construction of new fire protection 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. Payment of the applicable impact fees by future project applicants as COAs prior to approval of future development projects within the Overlay Zone, and ongoing revenues that would come from property taxes, sales taxes, and other revenues generated by these future projects, would fund capital and labor costs associated with fire protection services.

In order to provide adequate fire protection and suppression services to the project site, the Tracy Fire Department must have access to adequate onsite hydrants with adequate fire-flow pressure available to meet the needs of fire suppression units. As future development projects come forward, these site plans and development specifications developed for these projects will indicate the location and design specifications of the fire hydrants that will be required within the project site. Additionally, approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Therefore, this is considered a **less than significant** impact.

Response a.ii): 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, approximately 3 miles south 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.

Impact fees from new developments are collected based upon projected impacts from each development by the City as COAs prior to project approval. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by future project applicants as COAs prior to approval of future development projects within the Overlay Zone, and ongoing revenues that would come from property taxes, and other revenues generated by these future projects, would fund capital and labor costs associated with police services.

It is not anticipated that implementation of the proposed project, or future projects within the proposed Overlay Zone, would result in significant new demand for police services. Project implementation would not require the construction of new police facilities to serve the project site, nor would it result in impacts to the existing response times and existing police protection service levels. Furthermore, the City's General Plan ensures the City maintains adequate police staffing, performance levels and facilities to serve Tracy's existing population as well as any future growth (Goal PF-2, policy P.1). Approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. Therefore, this is considered a **less than significant** impact.

Response a.iii): Less than Significant. Implementation of the proposed project would not directly result in population growth within the City of Tracy. However, future development projects within the Overlay Zone may directly increase population within the City, which would likely increase enrollment at schools within the Tracy Unified School District. It is noted that approval of the I-205 Overlay Zone would not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. According to the School District's boundary maps, school students residing at the project site would attend Melville S. Jacobson Elementary School or North School, Monte Vista Middle School or North School, and Merrill F. West High School or Duncan-Russell Continuation High School.

The Tracy Unified School District 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 and would ensure that project impacts to school services are **less than significant**.

Response a.iv): Less than Significant. Potential project impacts to parks and recreational facilities are addressed in the following section of this document.

Response a.v): 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 itself would not increase demand on these facilities; however, future development projects within the Overlay zone may increase demand for other 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. Payment of the applicable impact fees by future project applicants as COAs prior to approval of future development projects within the Overlay Zone, and ongoing revenues that would come from taxes, would ensure that project impacts to libraries and public buildings are **less than significant**.

XV. 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 itself would not increase demand for parks and recreational facilities within the City of Tracy; however, future development projects within the Overlay Zone would increase demand, and may increase the use of the City’s existing parks and recreation system. 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 Holly Sugar 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 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 future projects within the Overlay Zone would not result in the physical deterioration of existing parks and facilities within Tracy. As such, this is a **less than significant** impact.

XVI. TRANSPORTATION/TRAFFIC -- 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 an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. Development of the proposed project would not directly add vehicle trips to the City's roadway network; however, future development projects within the Overlay zone would add vehicle trips to the nearby roadway network. In order to identify roadway facility and intersection improvements needed to accommodate the traffic generated by buildout of the City's General Plan, the City of Tracy prepared and adopted the 2012 Citywide Roadway and Transportation Master Plan (Transportation Master Plan). The Transportation Master Plan identifies a range of roadway and intersection improvements to be implemented over the next several years in order to maintain acceptable levels of service on City streets. The proposed project is consistent with the General Plan land use designation for the site, and would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. The generation of vehicle traffic

associated with the future development projects was considered during preparation of the Transportation Master Plan. The Transportation Master Plan identifies the roadway and intersection improvements needed in order to maintain acceptable levels of service throughout the City.

The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The payment of applicable traffic impact fees by future development projects would ensure that the projects pay their fair-share of capital improvement fees towards the future transportation system improvements and expansions, as identified in the Transportation Master Plan. The payment of these fair-share traffic impact fees would assist the City of Tracy with implementation of the various improvements identified in the Transportation Master Plan, in order to maintain acceptable levels of service throughout the City.

The proposed project does not induce any additional required improvements beyond those that are already included within the Transportation Master Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development projects prior to project approval. The payment of the required traffic impact fees to the City of Tracy would reduce traffic impacts to a **less than significant** level.

Response c): Less than Significant. As discussed above under the Hazards Section, the proposed project is not located within the Tracy Municipal Airport's Airport Influence Area (AIA). Additionally, there are no private airstrips within the vicinity of the project site. Therefore, implementation of the proposed project would not result in any needed changes to airport operations or air travel patterns at the Tracy Municipal Airport. This impact is **less than significant**.

Responses d), e): Less than Significant. Future development projects within the Overlay Zone would be required to provide adequate access to their project sites in order to accommodate emergency vehicles. Implementation of the proposed project would not directly result in development of the site and, therefore, would have a less than significant impact related to emergency access and interference with an emergency evacuation plan. This is a **less than significant** impact and no mitigation is required.

Response f): No Impact. The project would have no impact on any existing plans or policies related to alternative transportation. The payment of fair-share traffic impact fees by future project applicants for projects within the Overlay Zone would provide funding for implementation of the Transportation Master Plan, which includes bicycle, pedestrian, and alternative transportation improvements throughout the City. There is **no impact**.

XVII. UTILITIES AND SERVICE SYSTEMS -- 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) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) 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	
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), e): Less than Significant. Wastewater generated by future development projects within the Overlay Zone would be conveyed to the Tracy Wastewater Treatment Plan (WWTP) for treatment and disposal. The City's wastewater collection system consists of gravity sewer lines, pump stations and the WWTP. Wastewater flows toward the northern part of the City where it is treated at the WWTP and then discharged into the Old River in the southern Sacramento-San Joaquin Delta.

The City's WWTP provides secondary-level treatment of wastewater followed by disinfection. Treated effluent from the WWTP is conveyed to a submerged diffuser for discharge into the Old River. The WWTP has an NPDES permit for discharge into the Old River from the State Regional Water Quality Control Board. The City of Tracy expanded the treatment capacity to 10.8 million gallons per day (mgd) in 2008.

The Tracy General Plan EIR determined that no significant wastewater-related impacts were identified as a result of buildout of the General Plan. Approval of the I-205 Overlay Zone would

not allow for any new land uses not already contemplated in the Tracy General Plan and analyzed in the General Plan EIR. The proposed I-205 Overlay Zone would not permit any uses not already permitted by the existing underlying zoning districts on the parcels within the proposed Overlay Zone Area, and the proposed Overlay Zone would not allow for any intensification of land uses beyond the levels currently allowed by the General Plan, Municipal Code, or any applicable specific plans. Because the project is consistent with the intended uses allowed under the General Plan, no impacts beyond those identified should result from implementation of the proposed project.

As a result, the City has determined that it has adequate capacity to serve future project's projected demand for wastewater treatment services in addition to its existing commitments, and no improvements or expansions to the existing WWTP are required to serve these future projects, and the addition of wastewater would not result in any RWQCB violations related to effluent treatment or discharge. Implementation of the proposed project would have a **less than significant** impact.

Response c): Less than Significant. Future development of the project site would place impervious surfaces on the 365.62-acre project site. Future development of the project site would potentially increase local runoff production, and would introduce constituents into storm water that are typically associated with urban runoff. These constituents include heavy metals (such as lead, zinc, and copper) and petroleum hydrocarbons. BMPs will be applied to future site development to limit the concentrations of these constituents in any site runoff that is discharged into downstream facilities to acceptable levels.

Permanent onsite storm drainage would be installed to serve the future development projects within the Overlay Zone. The collection systems would likely consist of inlets and underground piping. The potential environmental impacts of construction of the onsite storm drainage system are addressed throughout this Initial Study, given that all improvements would occur onsite. As described above under the Hydrology and Water Quality Section, new development 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 any Final Map for the Overlay Zone, the future project applicants are required to submit a detailed storm drainage infrastructure plan to the City of Tracy Development Services Department for review and approval. The future project's storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City's existing stormwater conveyance system, and demonstrate that the projects would not result in on- or off-site flooding impacts.

The future development projects are also required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the 2012 City of Tracy Citywide Storm Drainage Master Plan. The collection of fees and determined fair share fee amounts are adopted by the City as COAs for all new development

projects prior to project approval. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service.

The development of an onsite storm drainage system that is approved by the City engineer, the payment of all applicable fees, and the implementation of SWPPP that includes specific types and sources of stormwater pollutants, determines the location and nature of potential impacts, and specifies appropriate control measures to eliminate any potentially significant impacts on receiving water quality from stormwater runoff, ensure that impacts to storm water drainage facilities are **less than significant**.

Response d): Less than Significant. Potable water for future development projects within the Overlay Zone would be supplied from the City's municipal water system. The project site would receive potable water via a connection to existing water mains located in the nearby roadways. The water demand resulting from future development within the proposed Overlay Zone was included in the demand calculations for the 2012 Citywide Water System Master Plan.

The City of Tracy obtains water from both surface water and groundwater sources. The amount of water that Tracy uses from each of its water supply sources to make up its total water use varies from year to year based on contractual agreements, annual precipitation, and City policies about how to expand, utilize, and manage its water resources. As described in the 2011 City of Tracy Urban Water Management Plan, Tracy's maximum annual water supply amounts to over 31,500 acre feet per year from its various supply sources. Future agreements may increase the City's available potable water supply to over 49,500 acre feet per year.

In recent years, demand for potable water in the City of Tracy has been trending downward. As of 2010 the total water demand in the City was 16,603 afy. The additional water demand resulting from future development projects within the Overlay Zone would not exceed the City's available water supply. The City's water treatment and conveyance infrastructure is adequate to serve existing demand, in addition to the demand created by the future development projects. Therefore, this is a **less than significant** impact.

Responses f), g): Less than Significant. The City of Tracy has an exclusive franchise agreement with Tracy Disposal Service for solid waste collection and disposal and recycling collection. Solid waste is collected and taken to the 40-acre Tracy Material Recovery Facility (MRF) and Transfer Station on South MacArthur Drive before being sent to the Foothill Sanitary landfill, 48 miles northeast of Tracy, off of Shelton Road east of Linden, California. The MRF is operated by Tracy Material Recovery and Solid Waste Transfer, Inc., and has capacity of approximately 1,000 tons per day, but averages approximately 350 tons per day, of which 85 percent is generated in Tracy. Approximately 175,000 tons of solid waste is generated in Tracy each year, of which approximately 27 percent is residential garbage.

The approximately 800-acre Foothill landfill, owned by San Joaquin County, is the primary disposal facility accepting the City's solid waste. The Foothill landfill receives approximately 810 tons per day. The landfill is permitted to accept up to 1,500 tons per day, and has a permitted capacity of 138 million cubic yards, of which approximately 125 million cubic yards of capacity

remains. It is estimated that the Foothill landfill will have the capacity to accept solid waste from the City of Tracy until 2054.

Future development projects within the Overlay Zone would not generate significant volumes of solid waste, beyond levels estimated in the General Plan EIR. Additionally, should future development projects within the Overlay Zone generate hazardous waste or waste other than common household solid waste, these future projects would be responsible for the disposal of such waste. As discussed previously, transportation, storage, use, and disposal of hazardous materials would be required to comply with applicable federal, state, and local statutes and regulations.

As described above, there is adequate landfill capacity to serve future development within the Overlay Zone, and these future projects will comply with all applicable statutes and regulations related to solid waste. This is a **less than significant** impact.

XVIII. 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 reduced to a less than significant level through the application of uniformly applied development policies and/or standards. The future development projects within the Overlay Zone are required to implement a range of standard and uniformly applied development policies and standards, most of which are identified in the Tracy General Plan or various infrastructure master plans, which would reduce any potentially significant impacts to a less than significant level. The cumulative impacts associated with development of the project were considered, analyzed and disclosed in the City of Tracy General Plan and General Plan EIR. On February 1, 2011 the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for all significant impacts associated with buildout of the Tracy General Plan. The project would not result in any cumulative impacts that were not contemplated in the General Plan EIR. The project would not result in any peculiar site-specific impacts, impacts to biological resources or impacts to cultural and/or historical resources.

Future projects would implement requirements aimed at reducing stormwater pollutants and runoff, as well as through compliance of various state, regional and local standards. Specifically

related to ensuring the continued sustainability of biological resources through adaptive management, the future project proponents would be required to seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Through the application of uniformly applied development policies and/or standards, the project would not result in any cumulative impacts related to biological resources. Therefore, these are **less than significant** impacts.

Response b): Less than Significant. The General Plan EIR assumed full development and buildout of the project site, consistent with the uses and densities proposed by the project. The cumulative impacts associated with buildout of the City of Tracy General Plan, including the project site, were fully addressed in the General Plan EIR. Additionally, as described throughout the analysis above, the proposed project would not result in any significant individual or cumulative impacts that would not be reduced to less than significant levels through the application of uniformly applied development policies and/or standards. Therefore, this is considered a **less than significant** impact.

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 the application of uniformly applied development policies and/or standards reduce any potentially significant impacts on humans to less than significant levels. A variety of requirements including those related to aesthetics and light and glare, GHG and air quality, cultural resources, hazardous materials, seismic hazards, water pollution and water quality, and noise, ensure any adverse effects on humans are reduce to an acceptable standard. Therefore, this is considered a **less than significant** impact.

REFERENCES

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- California Williamson Act Contracts Map (California Department of Conservation, San Joaquin County September 2013-2014). Available at: <ftp://ftp.consrv.ca.gov/pub/dlrp/wa/>.
- City of Tracy General Plan and EIR (City of Tracy, 2011).
- Black Water Consulting Engineers 2015. Technical Memorandum Tracy water distribution system.
- Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI), 2007 Ozone Plan, 2007 PM10 Plan and the prepared by the San Joaquin Valley Air Pollution Control District.
- Meteorology Today: An Introduction to Weather, Climate, & the Environment, 2003, D.C. Ahrens.
- Inventory of California Greenhouse Gas Emissions and Sinks: 1990 to 2004. (Staff Final Report), California Energy Commission, 2006.
- City of Tracy Airport Master Plan (P&D Aviation, 1998).
- City of Tracy Manual of Stormwater Quality Standards for New Development and Redevelopment (Larry Walker Associates, 2008).
- City of Tracy Citywide Storm Drainage Master Plan 2012 (Stantec 2012).
- City of Tracy Wastewater Master Plan 2012 (CH2MHILL 2012).
- City of Tracy Municipal Services Review 2011 (Design Community & Environment 2011).
- City of Tracy 2010 Urban Water Management Plan (Erler & Kalinowski, Inc. 2011).
- Department of Toxic Substances Control DTSC Envirostor Database. 2015. Available at: <http://www.envirostor.dtsc.ca.gov/>.
- U.S. Environmental Protection Agency (EPA) Water Sense Guide. Available at: <https://www3.epa.gov/watersense/>.
- USDA Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS) 2015. Available at: <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>.

DRAFT

**MINUTES
TRACY CITY PLANNING COMMISSION
WEDNESDAY, AUGUST 10, 2016
7:00 P.M.
CITY OF TRACY COUNCIL CHAMBERS
333 CIVIC CENTER PLAZA**

CALL TO ORDER

Chair Ransom called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Chair Ransom led the pledge of allegiance.

ROLL CALL

Roll Call found Chair Ransom, Vice Chair Tanner, Commissioners Orcutt, Hudson, and Sangha present. Also present were Andrew Malik, Development Services Director; William Dean, Assistant Development Services Director; Nash Gonzalez, Contract Planner; Kat Wellman, Deputy City Attorney; Gina Peace, Executive Assistant; and Sandra Edwards, Recording Secretary.

MINUTES APPROVAL – None.

DIRECTOR'S REPORT REGARDING THIS AGENDA – Mr. Dean stated agenda Item 1-B would be continued and not considered at tonight's meeting. Mr. Dean introduced Dan Doporto, legal counsel, and Gina Peace, the new Executive Assistant in Development Services.

ITEMS FROM THE AUDIENCE – None.

1. NEW BUSINESS

- A. PUBLIC HEARING TO CONSIDER A CONDITIONAL USE PERMIT TO ALLOW THE ESTABLISHMENT OF A FENCING AND INDOOR ARCHERY STUDIO USE AT 1005 E. PESCADERO AVENUE, APN 213-060-40; APPLICANT IS ALAN GAGNER II AND PROPERTY OWNER IS 51 NEWCO, LLC, ET AL; APPLICATION NUMBER CUP16-0005 – Nash Gonzalez, Contract Planner, provided the staff report, noting that there was a correction in the resolution.

Commissioner Sangha recused herself from consideration of the item due to a possible conflict.

Commissioner Orcutt noted that there is entryway gate with posted hours, and inquired if the new center is adhering to these hours. Mr. Malik stated he was not sure; the posted hours are left over from the previous Outlet Center.

Chair Ransom opened the public hearing.

Hailey Gagner, of 342 E. 21st Street, Tracy, property manager for the office introduced herself. Applicant Alan Gagner is out of town for training, but available via phone.

Chair Ransom inquired about what age group the proposed studio would accommodate. Hailey stated that the studio would service youth ages 8 years old and up. In addition, the proposed studio would be working with Boy Scouts of America so boys can earn their archery badges.

Commissioner Hudson asked about safety constraints at the studio. Architect for the project, Messier Benitz of Sunnyvale, explained that the walls will be fully encased with padding. An 8-inch CMBU wall is required; details are included in building documents.

Commissioner Orcutt inquired if the studio will be operated similar to a firing range, with a range master. Applicant intends to use a three whistle system – standard archery practice. On the line, a single whistle indicates safe to shoot, double whistle means to stop and students are open to retrieve arrows, and three whistles indicates an emergency stop. Part of the curriculum is to see how each individual student is shooting, so there will be an instructor on the line at all times, and ensuring that students are being safe.

Vice Chair Tanner wondered if only bows will be used, or if crossbows will also be used at the studio. There will not be any crossbows, per the applicant. Applicant plans to teach both types of fencing: Olympic-style and Old English broad sword fighting.

As there was no one further wishing to address the commission, the public hearing was closed.

Chair Ransom expressed her concern that there is no vision for the former Outlet Center. Andrew Malik stated it is a challenged site for retail. The new owner is looking for uses other than retail, such as educational uses, night clubs, and banquet facilities.

ACTION: It was moved by Commissioner Orcutt and second by Vice Chair Tanner that the Planning Commission hereby approves a Conditional Use Permit to allow a fencing and indoor archery studio at 1005 E. Pescadero Avenue, Unit #127, Application Number CUP16-0005, based on the findings and subject to the conditions as stated in Exhibit 1. Voice vote found Commissioners Hudson and Orcutt, Chair Ransom, and Vice Chair Tanner in favor; Commissioner Sangha absent.

Commissioner Sangha rejoined the Commission at 7:22 p.m.

- B. PUBLIC HEARING TO CONSIDER APPROVAL OF A DEVELOPMENT REVIEW PERMIT TO CONSTRUCT A 461,810 SQUARE FOOT INDUSTRIAL DISTRIBUTION BUILDING WITH CORRESPONDING PARKING AND LANDSCAPE IMPROVEMENTS AND TO CONSIDER APPROVAL OF A VESTING TENTATIVE PARCEL MAP TO SUBDIVIDE THE PROPERTY FROM THE ADJACENT DEVELOPMENT, LOCATED AT 1305 E. PESCADERO AVENUE - APPLICANT IS HPA, INC; OWNER IS INDUSTRIAL PROPERTY TRUST- APPLICATION NUMBERS D16-0001 AND MS16-0001 – Item removed from consideration.
- C. RECOMMEND CITY COUNCIL INTRODUCE AN ORDINANCE TO CREATE AN OVERLAY ZONE TO ESTABLISH LAND USE LIMITATIONS AND ADDITIONAL DEVELOPMENT STANDARDS ALONG THE I-205 CORRIDOR EAST OF

TRACY BOULEVARD. APPLICATION NUMBER ZA16-0003 – Bill Dean, Assistant Development Services Director, provided the staff report.

Commission questions and comments followed.

Commissioner Orcutt asked if exceptional provisions would be allowed to match existing, grandfather buildings, but Bill Dean said that there were not any such provisions in the Overlay Ordinance.

Chair Ransom requested clarification in the zoning, and asked if this area only affected industrial properties. Bill Dean says the Ordinance only affects new development of large, industrial property only. Commission discussed PUD's as drafted, and Ordinance applies to industrial PUD's, not commercial or residential PUD's.

Commissioner Tanner asked to clarify if the setback would be 500-feet, plus an additional 100-foot, for 600-feet total, and Bill Dean clarified that the rule is no building located within 100 feet of right of way line, and no larger buildings (greater than 75,000 square feet) within 500 feet. Smaller buildings could be built in between the 100 foot setback, and the 500 foot larger building setback, such as a smaller office building.

Commissioner Hudson worried that this Overlay would limit the value of land to homeowners. Bill Dean says it is hard for staff to determine the current market for large or small buildings. Commissioner Hudson inquired if there is enough room to put a large building on these lots. Bill Dean said the Overlay would absolutely limit the use of the lot. Andrew Malik said it depends on how the site is utilized. Commissioner Hudson said there are 33 warehouses approved in San Joaquin County, but only 6 or 7 were below 75,000 square feet, and this Overlay would limit the City's ability to do business with those companies. Commissioner Tanner asked how many properties will be affected by this overlay proposal, and Bill Dean responded that only approximately 9 parcels would be affected at this time.

Commissioner Sangha asked if property owners had been notified and Bill Dean assured that property owner were notified and the department has received several phone call inquiries.

Chair Ransom asked if there was another goal in mind with this overlay proposal, other than the beautification goal, as mentioned. Bill Dean said it was intended to limit large industrial buildings being placed right along the freeway to create a better looking freeway corridor.

Chair Ransom questioned, with planning staff being the experts, if this is the most appropriate way to achieve an aesthetically pleasing corridor. Bill Dean believes this is a better tool to utilize rather than outright re-zoning, given City Council's direction.

Chair Ransom asked about the difference between what the General Plan provides versus this Overlay ordinance, with regards to corridor aesthetics. Bill

Dean clarified that the General Plan sets the broad vision; it is general. While the overlay gets into the specifics, the General Plan is not as specific.

Vice Chair Tanner referred to DCT, who changed the color of their building and increased the landscaping, and this was done without an overlay. He mentioned some businesses being bought out and said how business is changing, and he doesn't want to limit businesses. Bill Dean said an economic analysis done last year regarding the changing nature of a number of industries. Bill Dean agreed that you can absolutely achieve the outcomes, such as DCT, without an overlay, but this is the direction staff was given by council. Vice Chair Tanner reiterated his concern that the overlay might limit the land owners' ability to sell land.

Commissioner Hudson wonders if this could be considered a regulatory taking. Kat Wellman, Deputy City Attorney, assured him no; zoning legally limits the use of land and buildings, but this Overlay is not close to a regulatory taking, unless there is no legitimate use of the property.

Commissioner Orcutt wants flexibility, because we don't know what is coming in the future. Commissioner Sangha asked why we have to limit potentials on these properties. Bill Dean reminded the Commission that they can recommend anything they like to City Council.

Commissioner Hudson also wants to maintain flexibility, and believes there are other things we can do to ensure that the corridor is visually appealing.

Chair Ransom asked if this overlay is necessary and why now, what else can go into the 500 foot setback, and inquired about the economic impact. She would like staff to provide other positive examples where this is done well. She wants to make sure to protect the economic vitality of that corridor.

Bill Dean responded that this setback is just one way to achieve the goal of Council, to limit land use, and reiterated that Commission agrees that this permit is one the Commission should have eyes on. He said that many cities have overlays like this, but each city is different; there is no one example that is relevant.

Chair Ransom opened the public hearing.

A resident named Boris asked if this ordinance would affect the freeway or roadways right-of-way. Andrew Malik indicated no.

As a business owner, Commissioner Sangha wonders what the land will be worth, as a result of this Ordinance, thus she is not in favor of an overlay. Vice Chair Tanner does not see a need for the 500-foot overlay. Commissioner Orcutt believes the overlay would provide a heightened focus area, but still believes projects need to be approved by Commission and Council, and should have flexibility, and he is in favor of a zone that includes heightened focus.

Commissioner Hudson believes we need to maintain flexibility, and we already have rules and procedures in place that can monitor those large businesses. When he reads analysis, he sees a need for head of household jobs, and this overlay sends a message, that may not be our intent, that Tracy is not open to do business. We do need to ensure that those buildings (industrial) need to look good.

Chair Ransom would like those who asked for this to be specific, in regards to what cannot be done with our General Plan and design guidelines, and how does this help or go with the goal of economic vitality and generating jobs for the city. What design standards can we put in place that will achieve what Council wants.

Bill Dean suggested the Commission suggest edits for the Ordinance.

Kat Wellman, Deputy City Attorney, summarizing what the Commission is interested in seeing, is if the corridor could be dealt with using design issues.

ACTION: It was moved by Commissioner Ransom and seconded by Commissioner Hudson to not recommend an ordinance creating an I-205 overlay zone as discussed, because of concerns regarding the necessity of the ordinance as opposed to the flexibility that that would be offered through design standards and the General Plan as the tool to drive the design of the corridor, concerns regarding the preservation of economic vitality as we look at future development and job creation, and concerns regarding the necessity to be so restrictive to limit land use for property owners. Voice vote found Commissioner Sanga and Vice Chair Tanner in favor; Commissioner Orcutt opposed.

2. ITEMS FROM THE AUDIENCE – None.
3. DIRECTOR'S REPORT – None.
4. ITEMS FROM THE COMMISSION – Commissioner Orcutt inquired about a request regarding availability for a Planning Commission and City Council Joint Workshop. Andrew Malik, Development Services Director, replied that there was a workshop set for September 6th, regarding design standards.
5. ADJOURNMENT – Upon motion by Commissioner Orcutt and second by Commissioner Ransom, the meeting was adjourned.

.Time: 8:48 p.m.

CHAIR

STAFF LIAISON

AGENDA ITEM 5

REQUEST

INTRODUCE AN ORDINANCE AMENDING TRACY MUNICIPAL CODE TITLE 11 (PUBLIC UTILITIES) CHAPTER 11.28 (WATER MANAGEMENT) AND ADOPTION OF RESOLUTION IMPLEMENTING STAGE 1 WATER RESTRICTIONS

EXECUTIVE SUMMARY

Governor Brown on May 9, 2016 issued Executive Order B-37-16 directing actions aimed at using water wisely, reducing water waste, and improving water efficiency for the years and decades ahead. In response to this Executive Order, the State Water Board adopted a statewide water conservation mandate that replaces the prior percentage reduction-based water conservation standard with locally regulated conservation measures. The new mandates require the urban water suppliers to ensure adequate water supplies for at least a period of three years to their customers under drought conditions.

Further, under the Urban Water Management Plan Act, once every 5 years the water suppliers (City) must update their Urban Water Management Plan (Plan) to illustrate current and future water resources in order to assure a continued adequate and reliable water supply to its customers. In this Plan, the City must also provide a Water Shortage Contingency Plan (WSCP) for drought contingency.

The proposed Ordinance amends various sections of Chapter 11.28 Water Management to comply with the Governor's Executive Order, the Water Board emergency drought regulations, the May 17, 2016 Council adopted Plan and also makes other clarifications and updates. The proposed resolution implements Stage 1 Water Restrictions from the Tracy Municipal Code 11.28 after the proposed ordinance amendments take effect.

DISCUSSION

Winter 2016 saw improved hydrologic conditions in parts of California. However, drought conditions still persist in some parts of the state and may continue into 2017 and beyond. These ongoing drought conditions and the changing climate require California to move beyond temporary emergency drought measures and adopt more permanent changes to use water more wisely to prepare for more frequent and persistent periods of limited water supply.

With some relief in the State's water supply, the State Water Board eliminated mandatory percentage-based tiered water conservation standards and instead required all water suppliers to self-certify an adequate level of available water supplies assuming three additional dry years. In addition, the Department of Water Resources (DWR) mandated that the City update and adopt its Plan which included changes to the WSCP. The WSCP is managed through Tracy Municipal Code Chapter 11. 28, Water Management, and therefore must reflect the changes in the adopted Plan. The proposed ordinance includes minor clarifications and changes to address the above issues and comply with Executive Order B-37-13. Some of the major changes are:

1. General

- Moving from Phases of water conservation to Stages of water conservation
- All Stages are now mandatory, previous language had voluntary measures
- No more conservation measures, instead they are water restrictions

2. Mandatory changes required by State:

Governor Brown mandated the State Water Board to make the following as mandatory requirements in the State. There will be potential penalties by the State if local water suppliers do not mandate and enforce these requirements.

- Permanently continue to require water suppliers to issue a monthly report on their water usage, amount of conservation achieved and any enforcement efforts. He also permanently prohibited the following:
 - Using potable water to hose off hardscapes such as patios, sidewalks and driveways;
 - Allowing runoff when irrigating with potable water;
 - Using hoses with no automatic shutoff nozzles to wash cars;
 - Using potable water in decorative fountains, ponds and water features that do not recirculate the water; and
 - Irrigation with potable water of ornamental turf or grass on public street medians.

3. Water leakage and loss:

The Governor is also requiring the State Water Board and DWR to take actions to minimize water system leaks that waste large amounts of water. DWR estimates that leaks in water district distribution systems waste away more than 700,000 acre feet of water a year in California. Audits conducted have found that water utilities have found an average loss through leaks of nearly 10 percent of their total supply. The City has an unaccounted average loss of 9.6 percent which includes water distribution system leaks and theft. The new ordinance includes stricter penalties for non-authorized drawing of water from fire hydrants as an action to reduce the City's unaccounted for water loss percentage.

4. Targets for efficient use of water.

In an effort to "Make Conservation a Way of Life", Governor Brown is also requiring DWR and State Water Board staff through a public process and working with partners such as urban water suppliers, local governments and environmental groups, to develop new water use efficiency targets that go beyond the 20 percent reduction in per capita urban water use by 2020 that was embodied in SBX7-7. This new target will be customized to fit the unique

conditions of each water supplier and expected to generate more statewide water conservation. The City is currently meeting and exceeding its SBX7-7 reductions.

5. Implementation, Education and Enforcement.

This amendment to T.M.C. 11.28 Water Management provides the ability to cite repeat violators after the initial conversation and educational efforts (including the written warning) have failed. This is a requirement by the State Water Board in their stepped enforcement process.

Water conservation concerns and/or complaints shall continue to be referred to the Water Resources Division of the Utilities Department for investigation. Typically, staff will investigate the issue and provide consumers with educational materials about conservation and ways to manage/ monitor water usage. If the customer refuses to comply, a written letter would be issued encouraging compliance to avoid penalties. If the problem continues, a citation in accordance with City's municipal code could be issued. City fines range between \$100 for a first violation to \$500 by a third violation and up to \$500 for a first violation if imposed by a State agency. With these new regulations, staff has become more pro-active in their enforcement of water violations.

Overall, the City of Tracy is in a good position and will continue to conserve water even with the new water standards established. It further continues to have an adequate water supply to provide its current and projected water demands through another sustained drought.

Proposed Resolution.

The City's existing water regulations (TMC Chapter 11.28) include five phases of water restrictions, to be implemented depending on the severity of drought conditions. T.M.C. authorizes City Council to implement the phases by resolution, following a public hearing under section 11.28.130.

Under the proposed Resolution, Phase II water conservation per the existing code would continue to be implemented until the proposed ordinance become effective.

- A. Stage 1, as amended by the proposed ordinance, would be implemented as soon as the ordinance takes effect.

These Stage 1 water restrictions will continue to be in place until adequate precipitation alleviates the drought conditions. If the drought continues into 2017 and beyond, additional Stages of water restrictions may be required to be implemented.

At the July 5th, 2015 City Council meeting, Council approved moving from Phase IV to Phase II water restrictions. Staff informed Council during that presentation that staff would be bringing another item in the near future to reflect changes in the ordinance due to new mandatory regulations and adoption of the Urban Water Management Plan.

STRATEGIC PLAN

This agenda item does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Water usage, whether increased or decreased, has a direct impact to the Water Enterprise Fund. Monthly revenue from utility billing, along with the Water Fund Balance, will be monitored to ensure prudent fiscal management.

RECOMMENDATION

It is recommended that the City Council:

1. Introduce the ordinance amending Chapter 11.28; and
2. conduct a public hearing and adopt a resolution authorizing Stage 1 water restrictions as contained in the Chapter 11.28 Water Management of the Tracy Municipal Code, to take effect when the ordinance takes effect.

Prepared by: Stephanie Reyna-Hiestand, Management Analyst II, Utilities Department

Reviewed by: Kul Sharma, Utilities Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A: Proposed Ordinance (showing tracked changes)

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 11.28 (WATER MANAGEMENT) OF TITLE 11 OF THE TRACY MUNICIPAL CODE

WHEREAS, On May 17, 2016, the City Council adopted the 2015 Urban Water Management Plan, including the Water Shortage Contingency Plan (Resolution No. 2016-099), and

WHEREAS, Governor Brown issued Executive Order B-37-16 on May 9, 2016, requiring California communities and residents to use water more wisely, eliminate water waste, strengthen local drought resilience and improve agricultural water use efficiency and drought planning, and

WHEREAS, Severe drought conditions persist in many areas of California despite winter precipitation, and drought conditions may persist in some parts of the state into 2017 and beyond as warmer temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions, and

WHEREAS, The proposed ordinance is categorically exempt from the California Environmental Quality Act under 2 California Code of Regulations, Sections 15307 and 15308, and

WHEREAS, A duly noticed public hearing was held on October 4, 2016.

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

SECTION 1: Various sections of Chapter 11.28 (Water Management) of Title 11 (Public Utilities) of the Tracy Municipal Code are amended as set forth in Exhibit A, attached.

SECTION 2. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 3. WHEREAS, the City Council considered this matter at its meeting on October 4, 2016. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on _____, 2016__, and finally adopted on _____, 2016__, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

[document name]

ATTACHMENTS

Exhibit A: Proposed Ordinance (tracked changes)
Exhibit B: Proposed Ordinance

Exhibit A to Ordinance No. _____

1. Section 11.28.050, Authority, is amended to read as follows:

“11.28.050 Authority.

The following officers and employees are authorized to enforce this chapter, including issuing an order to cease and desist and/or a notice of intention to impose a penalty: City Manager, Director of Development Services, Director of Public Works, Director of Utilities, Water Resources Coordinator, Water Resources Analyst, Environmental Control Officer, Environmental Compliance Technician, Water Patrol, Sworn Peace Officers, Firefighters, and Code Enforcement Officers.”

2. Section 11.28.060, Enforcement and Implementation, is amended to read as follows:

“11.28.060 Enforcement and Implementation.

The City Manager or his/her designee is charged with primary responsibility for the implementation and enforcement of this chapter. If there is a conflict between two phases-stages (at Sections 11.28.1670 through 11.28.210), the more restrictive phase-stage shall apply. The Director shall prepare the forms, warnings, and similar documents as he or she deems necessary or appropriate to implement this chapter.”

3. Section 11.28.130, Drought declaration, is amended to read as follows:

“11.28.130 Drought declaration.

Enactment of the ordinance codified in this chapter shall cause the present implementation of Phase voluntary conservation mandatory prohibitions and requirements as set forth in Section 11.28.1760 of Article 6. Phases Stages #12 through 5 IV are established to achieve subsequent reduction goals in potable water consumption of up to twenty five (25%) 10%, 15%, 20%, and 30% and or more as deemed necessary due to drought conditions or other prolonged water emergencies. Phase V Stage 5 is established for up to 50% water reduction and water emergency declarations. PeStage changes shall will be implemented by resolution of the City Council. A duly noticed public hearing shall be is required when going from Phase Stage 1 up to and inclusive of Stage 5 5 Phase V. Phase Stage changes shall be based upon the trigger mechanisms and criteria set forth in this article. Affected customers shall be notified of phase stage changes by notice on the utility bill or by actual written notification mailed to the billing address on record with the City Finance Department.”

4. Section 11.28.140, Trigger mechanisms, is amended to read as follows:

“11.28.140 Trigger mechanisms.

The City Council may declare a drought and direct the City Manager to implement all provisions of Article 6 of this chapter when one or more of the following conditions exist:

- (a) The average static groundwater basin level reaches thirty (30') feet below sea level as determined by the Water Production Supervisor by means of monthly groundwater soundings at the water production wells, or if the estimated groundwater demand for the year exceeds 6,000 acre feet, the estimated safe yield for groundwater extraction;

(b) A cutback of available surface water supplies obtained from the Central Valley Project or South San Joaquin Irrigation District occurs;

(c) A drought is declared by the Governor of California covering the water sources used by the City, and subsequent reductions of water supplied to the City will occur or are likely to occur;

(d) Any unusual situation or circumstance which affects the quantity or quality of the water supply.”

5. Section 11.28.160, Mandatory prohibitions and requirements, is added to read as follows:

“11.28.160 Mandatory prohibitions and requirements.

(a) Prohibitions. The following actions and activities are prohibited:

(1) Allowing flagrant water waste or incidental water runoff from your property when irrigating with potable water.

(2) Using hoses with no shutoff nozzles to wash vehicles.

(3) Using potable water to operate non-recirculating decorative water features, including splash pads.

(4) Irrigating outdoors during and within 48 hours following a measurable rainfall. “Measurable rainfall” means any amount of precipitation that generates a puddle or runoff.

(5) The serving of drinking water other than upon request, in eating or drinking establishments.

(6) Using potable water to irrigate ornamental grass or turf on public street medians.

(7) Using potable water to irrigate outside of newly constructed homes and buildings in a manner that is inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(b) Mandatory requirements.

(1) Any customer must properly maintain all outdoor plumbing and irrigation systems and control all leaks within 72 hours of discovery or notification.

(2) Customers shall practice prudent water conservation measures, including:

(i) Planting drought-tolerant landscapes;

(ii) Installing and maintaining water-efficient irrigation systems such as drip and bubble irrigation with weather or soil-based controllers;

- (iii) Installing sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff;
- (iv) Watering only in the late night or early morning hours during non-windy periods.
- (3) A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use.
- (4) All swimming pools, hot tubs, and spas installed after May 1, 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard.
- (5) Each swimming pool, hot tub and spa installed after July 15, 2015 must have a non-permeable floating cover or equivalent device that provides 90% surface coverage.”

6. Section 11.28.170, Phase I water conservation measures, is retitled and amended to read as follows:

“11.28.170 - Phase Stage I-1 water conservation measures restrictions.

This section applies to any person, owner or manager responsible for the day-to-day operations of a premises. In addition to the mandatory prohibitions and requirements in section 11.28.160, the following requirements apply:

(a) All landscape irrigation is restricted to before 9:00 a.m. or after 7:00 p.m. daily. This applies to residential, commercial, industrial, institutional, municipal and other public agencies or entities.

(b) Restaurants and commercial lodging establishments must post notice of drought conditions.

(c) Hotels and motels must offer guests an option to opt out of linen/towel service.”

~~(a) No customer shall permit flagrant water waste or incidental water runoff.~~

~~(b) Any customer must properly maintain all plumbing and irrigation systems and control all leaks within seventy two (72) hours of discovery or notification;~~

~~(c) Each customer must practice prudent water conservation measures. Examples include:~~

~~(1) A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use;~~

~~(2) The planting of drought tolerant landscapes, the installation and maintenance of water efficient irrigation systems such as drip and bubble irrigation with weather or soil based controllers, and the installation of sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff;~~

~~(3) Watering in the late night or early morning hours during non-windy periods;~~

~~(4) Not irrigating during or within forty eight (48) hours of precipitation.~~

~~(d) — All swimming pools, hot tubs and spas installed after May 1, 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a ninety (90%) percent water recovery standard.~~

~~(e) — Each swimming pool, hot tub and spa installed after July 15, 2015 must have a non-permeable floating cover or equivalent device that provides ninety (90%) percent surface coverage.~~

~~(f) — Compliance with related state laws, including:~~

~~(1) — Civil Code Sections 1101.1—1101.8 relating to installation of water-conserving plumbing fixtures.~~

~~(2) — All new development and re-development must comply with the Department of Water Resources Water Efficient Landscape Ordinance and CalGreen Building Standards. (23 Cal. Code of Regs. Chapter 2.7, beginning at section 490, and Section 9.14.020 of this Code.)~~

7. Section 11.28.180, Phase II water restrictions, is retitled and amended to read as follows:

“11.28.180 - Phase II Stage 2 water restrictions.

~~Under Phase II Stage 2, the Phase I Stage 1 water measures become mandatory. In addition to Stage 1, the following requirements/restrictions apply to outside potable water uses:~~

~~(a) — Continue with actions and measures from Stage 1.~~

~~(ab) Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated three days per week as follows: All landscape irrigation is restricted to three days per week between 7:00 p.m. and 9:00 a.m.~~

~~(1) Odd-numbered addresses may irrigate only on Monday, Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.~~

~~(2) Even-numbered addresses may irrigate only on Tuesday, Thursday and Sunday before 9:00 a.m and after 7:00 p.m.~~

~~(3) At any time provided that only drip, microspray or bubbler irrigation is used.~~

~~(be) Any customer must repair and control all significant outdoor water leaks that violate this Chapter, as determined by the City, within 48 hours of discovery or notification.”~~

~~(a) — Landscapes (including residential, commercial, industrial, municipal and other public agencies or entities) may be irrigated only as follows:~~

~~(1) — At any time provided that a person is present outdoors and remains in full control of the water usage,~~

~~(2) — Unattended between the hours of 7:00 p.m. and 9:00 a.m.~~

~~(3) — At any time provided that only drip, microspray or bubbler irrigation is used.~~

~~(b) — The washing of commercial or non-commercial hardscapes or other outdoor surfaces is prohibited, except:~~

~~(1) — Where the use of a high powered pressure washer is required as part of a~~

~~business (painting, detailing, etc.), or~~

~~(2) — In instances where a spill of a hazardous material or other substance which creates a public nuisance occurs and where it is not feasible to clean the affected area in any other manner. The washing of commercial or non-commercial hardscapes or furniture utilizing a bucket is allowed at any time. When such uses occur, the discharge of the contaminated water must be in compliance with Section 11.34.050, Prohibition of illegal discharges.~~

~~(c) — No customer may add water above the minimum level necessary to comply with the health or operational requirements for a public or private pool, hot tub, or jacuzzi circulation.~~

~~(d) — Individual residential car washing is allowed only with a bucket and a hose that is fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use. When feasible, the vehicle should be pulled onto landscaped area to be cleaned.~~

~~(e) — There are no restrictions regarding the use of recycled or reuse water for outdoor landscape use.~~

~~(f) — New turf, grass, ground cover or bedding plants shall be irrigated consistent with this section. In this subsection, the term "new" means the earth was tilled for the express purpose of growing such plants, and the irrigation establishing the plants is for thirty (30) days or less.~~

~~(g) — All ornamental fountains, ponds and water features must have a recirculating system as part of its operation or must be turned off.~~

8. Section 11.28.190, ~~Stage 3~~Phase III water restrictions, is retitled and amended to read as follows:

“11.28.190 -Phase IIIStage 3 water restrictions.

In addition to ~~the restrictions of Phases I and II~~Stages 1 and 2, the following ~~restrictions~~requirements apply:

(a) Except as otherwise provided, individual residential car washing is allowed only with the use of a bucket. “Individual residential car washing” means the cleaning with potable water of a motor vehicle that is registered to an individual who lives on the premise.

(b) Automobile and recreational vehicle dealerships are allowed to continue washing vehicles with a hose that is fitted with a shut-off nozzle or flow restriction device attached under the following conditions:

(1) Automobiles and recreational vehicles may be washed only on Fridays, using the method outlined above.

(2) An automobile, motorcycle, boat or motorhome may be washed the day before or the day of delivery to the purchaser using the method outlined above before 9:00 a.m. or after 7:00 p.m.

(c) No customer may add water or refill a swimming pool, spa or hot tub unless it has a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard and it is a maintenance or health and safety issue.”

~~(a) — Landscapes, including residential, commercial, industrial, municipal and other~~

~~public agencies or entities, may be irrigated only as follows:-~~

~~(1) — Odd-numbered addresses may irrigate only on Mondays, Wednesdays and Saturdays between 7:00 p.m. and 9:00 a.m.-~~

~~(2) — Even-numbered addresses may irrigate only on Tuesdays, Thursdays and Sundays between 7:00 p.m. and 9:00 a.m.-~~

~~(b) — Public agencies may not use potable water to irrigate ornamental turf or grass on public street medians.-~~

~~(c) — No restaurant may serve water except upon customer request. Restaurants shall post at every table and in restrooms a notice of drought conditions and water restrictions. Acceptable methods of notification to patrons include notices or tables tents placed on the tables or in the menus and in restrooms.-~~

~~(d) — The owner and manager of every hotel, motel, inn, guest house, and every other short-term commercial lodging shall post notice of drought conditions information in each guest room.-~~

9. Section 11.28.200, Phase IV water restrictions, is retitled and amended to read as follows:

“11.28.200 - Phase IV Stage 4 water restrictions.

~~In addition to the restrictions of Phases I, II and III Stages 1, 2 and 3, the following restrictions requirements apply. This phase has a goal of twenty five (25%) 20%—30% percent or more reduction in consumer water usage. If information is available, the City may establish a water budget for each consumer household, consistent with California Water Code section 10608.20.-~~

Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated two days per week as follows:

(1) — Odd-numbered addresses may irrigate only on Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.

(2) — Even-numbered addresses may irrigate only on Thursday and Sunday before 9:00 a.m and after 7:00 p.m.”

~~(a) — Except as otherwise provided, individual residential car washing shall be allowed only with the use of a bucket.-~~

~~(b) — Automobile and recreational vehicle dealerships are allowed to continue washing vehicles with a hose that is fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use, under the following conditions:-~~

~~(1) — Automobiles and recreational vehicles may be washed only on Fridays using the method outlined above.-~~

~~(2) — An automobile, motorcycle, boat or motorhome may be washed the day before or the day of delivery to the purchaser using the method outlined above.-~~

~~(c) — There are no restrictions on laundromats.-~~

~~(d) — There are no restrictions for car wash facilities employing the use of water-recirculating equipment.-~~

~~(e) — The owner and manager of every facility with a public restroom shall post in every~~

~~such public restroom a placard or decal with notice of drought condition information.~~

~~(f) The owner or manager of a newly constructed home or business may only irrigate the landscaping with potable water in a manner consistent with regulations or other requirements established by the California Building Standards Commission.~~

~~(g) No one may add water or refill a swimming pool, spa or hot tub unless it has a separation tank and water recovery system installed in the filter backwash system, with a ninety (90%) percent water recovery standard.~~

10. Section 11.28.210, Phase V water emergency declaration, is retitled and amended to read as follows:

“11.28.210 Stage 5 ~~w~~Water restrictions and Water Emergency declaration.

~~(a) In addition to the restrictions and prohibitions of Stages 1 through 4, T~~the City Council may mandate specific restrictions and prohibitions which may include but are not limited to:

(1) All water uses not required for public health and safety and fire protection are prohibited.

(2) No outdoor potable water uses are allowed.

(3) No recreational water uses are allowed.

(4) The Utilities Director shall establish water budgets for all customer accounts.

~~(a)~~(ab) The City Council may declare a water emergency and direct the City Manager to implement appropriate water conservation and/or rationing requirements consistent with this chapter when one or more of the following conditions exist:

(1) A decrease in the ability to draw groundwater due to well contamination, well failure or other equipment or system failure, and no alternative source of water is available,

(2) Contamination of the water system,

(3) Natural disasters affecting water deliveries,

(4) During times of floods which would affect water quality,

(5) Sabotage or threats of sabotage against the water system,

(6) Any unusual situation or circumstance which affects the quantity or quality of the water supply.”

~~(b) In addition to the restrictions of Phases I, II, III and IV, the City Council may mandate specific restrictions and reductions which may include but are not limited to:~~

~~(1) All water uses not required for public health and safety and fire protection are prohibited.~~

~~(2) No outdoor potable water uses are allowed.~~

~~(3) — No recreational water uses are allowed.~~

11. Section 11.28.280, Drawing water from fire hydrants, is amended to read as follows:

“11.28.280 - Drawing water from fire hydrants.

(a) No person or persons, other than ~~fire department personnel and~~ City personnel, shall open any fire hydrant or attempt to draw water therefrom, except through a City-owned hydrant meter, and except pursuant to a permit obtained from the City and approved by the Director or his/her designee in control of such hydrant.

It is unlawful and a misdemeanor to violate this section. (See TMC section 1.04.030(b).) Sworn peace officers and other City staff with training in the powers of arrest and designated by the Police Chief are authorized to enforce this section.

(b) A true copy of the obtained permit must, at all times, be in the possession of any person taking water from ~~such any fire~~ hydrant. If any such person fails to display ~~said~~the permit copy upon demand, the City reserves the right to discontinue service and take possession of the City-owned meter and any appurtenances thereto. A service reinstatement fee will be charged to the applicant for reinstatement of such service.

(c) If no City-owned meter is available to the customer, the customer may use load counts, if approved by the City and notify the ~~Public Works~~Development Services Department of ~~such the count~~ each and every Friday.

(d) Regardless of whether a City-owned meter or load count is utilized, a per day fee will be paid by the permittee for each and every day the permit is in effect, including weekends and holidays, regardless of whether water is used or not used. In addition to the per day fee, the permittee will be charged for the amount of water metered or a load or loads counted at the prevailing rate schedule plus an administrative fee.

(e) When a City-owned meter is utilized, a deposit in an amount determined by City Council resolution, shall be required. The deposit will be returned to the permittee upon closure of the water permit and payment of all applicable fees. The City may use the deposit for any of the unpaid fees.”

12. Section 11.28.290, Construction water usage prohibited during periods of water emergencies, is amended to read as follows:

“11.28.290 – Construction water usage prohibited during periods of water emergencies.

(a) The use of fresh water for construction uses during a period of declared drought or during water emergencies is prohibited except with the City’s written approval.

(b) The use of fresh water for dust control or other construction purposes is prohibited during a declared drought or water emergency when an alternative

approved water source is available. The City's Wastewater Treatment Plant may, in a drought or water emergency, ~~provide supply~~ recycled wastewater or stormwater, at the per day permit fee, plus actual water consumption, plus an administrative fee, to water trucks for construction purposes whenever feasible.

(1) The Director may waive this prohibition on days of extreme winds which cause a dust control problem, if he or she, ~~finds and~~ determines that extreme winds are prevalent which are creating a dust control nuisance which must be abated immediately.

(2) In such instances, a one-day permit may be arranged through the Director. The permit will expire at the end of the work day, and usage of potable-quality water will be billed at the per day permit fee, plus actual water consumption, plus an administrative fee.”

RESOLUTION _____

AUTHORIZING IMPLEMENTATION OF STAGE 1 WATER RESTRICTIONS IN TRACY
MUNICIPAL CODE CHAPTER 11.28 WATER MANAGEMENT

WHEREAS, The Governor has issued Executive Order B-37-16 directing actions aimed at using water wisely, reducing water waste, and improving water efficiency for years and decades to come, and

WHEREAS, the Governor has mandated permanent prohibitions for:

- Using potable water to hose off hardscapes such as patios, sidewalks, and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no automatic shutoff nozzles to wash vehicles;
- Using potable water in decorative fountains, ponds, and water features that do not recirculate the water; and
- Irrigation with potable water of ornamental turf or grass on public street medians; and

WHEREAS, Council adopted the 2015 update for the Urban Water Management Plan which included updates to the Water Shortage Contingency Plan, and

WHEREAS, The need for water conservation will continue until adequate precipitation alleviates the drought, and if the drought continues additional emergency water conservation regulations may be required, and

WHEREAS, Tracy Municipal Code Section 11.28.130, Drought declaration, authorizes the City Council to make changes in the stages of water restrictions by Resolution, and

WHEREAS, The City Council held a duly noticed public hearing before establishing the Stage 1 water restrictions of this Resolution, as required by Municipal Code section 11.28.130, Drought declaration, and

WHEREAS, Concurrently with this Resolution, the City Council will consider an ordinance amending Tracy Municipal Code Chapter 11.28, including the Stage 1 water restrictions of sections 11.28.160 and 11.28.170.

NOW, THEREFORE, BE IT RESOLVED That:

1. The City Council hereby authorizes implementation of the Mandatory prohibitions and requirements under Tracy Municipal Code section 11.28.160, and the Stage 1 water restrictions under Tracy Municipal Code sections 11.28.170, both as amended by the ordinance considered concurrently with this Resolution;
2. Those water restrictions take effect on the date the ordinance takes effect.

The foregoing Resolution 2016-_____ was adopted by Tracy City Council on the 4th day of October, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 11.28 (WATER MANAGEMENT) OF TITLE 11 OF THE TRACY MUNICIPAL CODE

WHEREAS, On May 17, 2016, the City Council adopted the 2015 Urban Water Management Plan, including the Water Shortage Contingency Plan, and

WHEREAS, Governor Brown issued Executive Order B-37-16 on May 9, 2016, requiring California communities and residents to use water more wisely, eliminate water waste, strengthen local drought resilience and improve agricultural water use efficiency and drought planning, and

WHEREAS, Severe drought conditions persist in many areas of California despite winter precipitation, and drought conditions may persist in some parts of the state into 2017 and beyond as warmer temperatures driven by climate change reduce water supply held in mountain snowpack and result in drier soil conditions, and

WHEREAS, The proposed ordinance is categorically exempt from the California Environmental Quality Act under 2 California Code of Regulations, Sections 15307 and 15308.

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

SECTION 1: Various sections of Chapter 11.28 (Water Management) of Title 11 (Public Utilities) of the Tracy Municipal Code are amended as set forth in Exhibit A, attached.

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 the TriValley Times, 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 _____, 2016__, and finally adopted on _____, 2016__, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

Ordinance _____
Page 2

ATTEST:

City Clerk

ATTACHMENTS

Exhibit A: Ordinance

Exhibit A to Ordinance No. _____

1. Section 11.28.050, Authority, is amended to read as follows:

“11.28.050 Authority.

The following officers and employees are authorized to enforce this chapter, including issuing an order to cease and desist and/or a notice of intention to impose a penalty: City Manager, Director of Development Services, Director of Public Works, Director of Utilities, Water Resources Coordinator, Water Resources Analyst, Environmental Control Officer, Environmental Compliance Technician, Water Patrol, Sworn Peace Officers, Firefighters, and Code Enforcement Officers.”

2. Section 11.28.060, Enforcement and Implementation, is amended to read as follows:

“11.28.060 Enforcement and Implementation.

The City Manager or his/her designee is charged with primary responsibility for the implementation and enforcement of this chapter. If there is a conflict between two stages (at Sections 11.28.160 through 11.28.210), the more restrictive stage shall apply. The Director shall prepare the forms, warnings, and similar documents as he or she deems necessary or appropriate to implement this chapter.”

3. Section 11.28.130, Drought declaration, is amended to read as follows:

“11.28.130 Drought declaration.

Enactment of the ordinance codified in this chapter shall cause the present implementation of mandatory prohibitions and requirements as set forth in Section 11.28.160 of Article 6. Stages 1 through 5 are established to achieve subsequent reduction goals in potable water consumption of 10%, 15%, 20%, and 30% or more as deemed necessary due to drought conditions or other prolonged water emergencies. Stage 5 is established for up to 50% water reduction and water emergency declarations. Stage changes will be implemented by resolution of the City Council. A duly noticed public hearing is required when going from Stage 1 up to and inclusive of Stage 5. Stage changes shall be based upon the trigger mechanisms and criteria set forth in this article. Affected customers shall be notified of stage changes by notice on the utility bill or by actual written notification mailed to the billing address on record with the City Finance Department.”

4. Section 11.28.140, Trigger mechanisms, is amended to read as follows:

“11.28.140 Trigger mechanisms.

The City Council may declare a drought and direct the City Manager to implement all provisions of Article 6 of this chapter when one or more of the following conditions exist:

(a) The average static groundwater basin level reaches thirty (30') feet below sea level as determined by the Water Production Supervisor by means of monthly groundwater soundings at the water production wells, or if the estimated groundwater demand for the year exceeds 6,000 acre feet, the estimated safe yield for groundwater extraction;

(b) A cutback of available surface water supplies obtained from the Central Valley Project or South San Joaquin Irrigation District occurs;

(c) A drought is declared by the Governor of California covering the water sources used by the City, and subsequent reductions of water supplied to the City will occur or are likely to occur;

(d) Any unusual situation or circumstance which affects the quantity or quality of the water supply.”

5. Section 11.28.160, Mandatory prohibitions and requirements, is added to read as follows:

“11.28.160 Mandatory prohibitions and requirements.

(a) Prohibitions. The following actions and activities are prohibited:

- (1) Allowing flagrant water waste or incidental water runoff from your property when irrigating with potable water.
- (2) Using hoses with no shutoff nozzles to wash vehicles.
- (3) Using potable water to operate non-recirculating decorative water features, including splash pads.
- (4) Irrigating outdoors during and within 48 hours following a measurable rainfall. “Measurable rainfall” means any amount of precipitation that generates a puddle or runoff.
- (5) The serving of drinking water other than upon request, in eating or drinking establishments.
- (6) Using potable water to irrigate ornamental grass or turf on public street medians.
- (7) Using potable water to irrigate outside of newly constructed homes and buildings in a manner that is inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(b) Mandatory requirements.

- (1) Any customer must properly maintain all outdoor plumbing and irrigation systems and control all leaks within 72 hours of discovery or notification.
- (2) Customers shall practice prudent water conservation measures, including:
 - (i) Planting drought-tolerant landscapes;
 - (ii) Installing and maintaining water-efficient irrigation systems such as drip and bubble irrigation with weather or soil-based controllers;
 - (iii) Installing sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff;

(iv) Watering only in the late night or early morning hours during non-windy periods.

(3) A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use.

(4) All swimming pools, hot tubs, and spas installed after May 1, 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard.

(5) Each swimming pool, hot tub and spa installed after July 15, 2015 must have a non-permeable floating cover or equivalent device that provides 90% surface coverage.”

6. Section 11.28.170, Phase I water conservation measures, is retitled and amended to read as follows:

“11.28.170 Stage 1 water restrictions.

This section applies to any person, owner or manager responsible for the day-to-day operations of a premise. In addition to the mandatory prohibitions and requirements in section 11.28.160, the following requirements apply:

(a) All landscape irrigation is restricted to before 9:00 a.m. or after 7:00 p.m. daily. This applies to residential, commercial, industrial, institutional, municipal and other public agencies or entities.

(b) Restaurants and commercial lodging establishments must post notice of drought conditions.

(c) Hotels and motels must offer guests an option to opt out of linen/towel service.”

7. Section 11.28.180, Phase II water restrictions, is retitled and amended to read as follows:

“11.28.180 Stage 2 water restrictions.

In addition to Stage 1, the following requirements apply:

(a) Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated three days per week as follows:

(1) Odd-numbered addresses may irrigate only on Monday, Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.

(2) Even-numbered addresses may irrigate only on Tuesday, Thursday and Sunday before 9:00 a.m and after 7:00 p.m.

(3) At any time provided that only drip, microspray or bubbler irrigation is used.

(b) Any customer must repair and control all outdoor water leaks that violate this

Chapter, as determined by the City, within 48 hours of discovery or notification.”

8. Section 11.28.190, Phase III water restrictions, is retitled and amended to read as follows:

“11.28.190 Stage 3 water restrictions.

In addition to Stages 1 and 2, the following requirements apply:

(a) Except as otherwise provided, individual residential car washing is allowed only with the use of a bucket. “Individual residential car washing” means the cleaning with potable water of a motor vehicle that is registered to an individual who lives on the premise.

(b) Automobile and recreational vehicle dealerships are allowed to continue washing vehicles with a hose that is fitted with a shut-off nozzle or flow restriction device attached under the following conditions:

(1) Automobiles and recreational vehicles may be washed only on Friday using the method outlined above.

(2) An automobile, motorcycle, boat or motorhome may be washed the day before or the day of delivery to the purchaser using the method outlined above before 9:00 a.m. or after 7:00 p.m.

(c) No customer may add water or refill a swimming pool, spa or hot tub unless it has a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard and it is a maintenance or health and safety issue.”

9. Section 11.28.200, Phase IV water restrictions, is retitled and amended to read as follows:

“11.28.200 Stage 4 water restrictions.

In addition to Stages 1, 2 and 3, the following requirements apply. Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated two days per week as follows:

(1) Odd-numbered addresses may irrigate only on Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.

(2) Even-numbered addresses may irrigate only on Thursday and Sunday before 9:00 a.m. and after 7:00 p.m.”

10. Section 11.28.210, Phase V water emergency declaration, is retitled and amended to read as follows:

“11.28.210 Stage 5 water restrictions and Water Emergency declaration.

(a) The City Council may mandate specific restrictions and prohibitions which may include but are not limited to:

(1) All water uses not required for public health and safety and fire protection

are prohibited.

- (2) No outdoor potable water uses are allowed.
- (3) No recreational water uses are allowed.
- (4) The Utilities Director shall establish water budgets for all customer accounts.

(b) The City Council may declare a water emergency and direct the City Manager to implement appropriate water conservation and/or rationing requirements consistent with this chapter when one or more of the following conditions exist:

- (1) A decrease in the ability to draw groundwater due to well contamination, well failure or other equipment or system failure, and no alternative source of water is available,
- (2) Contamination of the water system,
- (3) Natural disasters affecting water deliveries,
- (4) During times of floods which would affect water quality,
- (5) Sabotage or threats of sabotage against the water system,
- (6) Any unusual situation or circumstance which affects the quantity or quality of the water supply.”

11. Section 11.28.280, Drawing water from fire hydrants, is amended to read as follows:

“11.28.280 Drawing water from fire hydrants.

(a) No person or persons, other than City personnel, shall open any fire hydrant or attempt to draw water therefrom, except through a City-owned hydrant meter, and except pursuant to a permit obtained from the City and approved by the Director or his/her designee in control of such hydrant.

It is unlawful and a misdemeanor to violate this section. (See TMC Section 1.04.030(b).) Sworn peace officers and other City staff with training in the powers of arrest and designated by the Police Chief are authorized to enforce this section.

(b) A true copy of the obtained permit must, at all times, be in the possession of any person taking water from any fire hydrant. If any such person fails to display the permit copy upon demand, the City reserves the right to discontinue service and take possession of the City-owned meter and any appurtenances thereto. A service reinstatement fee will be charged to the applicant for reinstatement of such service.

(c) If no City-owned meter is available to the customer, the customer may use load counts, if approved by the City, and notify the Development Services Department of the count each and every Friday.

(d) Regardless of whether a City-owned meter or load count is utilized, a per day fee will be paid by the permittee for each and every day the permit is in effect, including weekends and holidays, regardless of whether water is used or not used. In addition to the per day fee, the permittee will be charged for the amount of water metered or a load or loads counted at the prevailing rate schedule plus an administrative fee.

(e) When a City-owned meter is utilized, a deposit in an amount determined by City Council resolution shall be required. The deposit will be returned to the permittee upon closure of the water permit and payment of all applicable fees. The City may use the deposit for any of the unpaid fees.”

12. Section 11.28.290, Construction water usage prohibited during periods of water emergencies, is amended to read as follows:

“11.28.290 Construction water usage prohibited during periods of water emergencies.

(a) The use of fresh water for construction uses during a period of declared drought or during water emergencies is prohibited except with the City's written approval.

(b) The use of fresh water for dust control or other construction purposes is prohibited during a declared drought or water emergency when an alternative approved water source is available. The City's Wastewater Treatment Plant may, in a drought or water emergency, provide recycled wastewater or stormwater, at the per day permit fee, plus actual water consumption, plus an administrative fee, to water trucks for construction purposes whenever feasible.

(1) The Director may waive this prohibition on days of extreme winds which cause a dust control problem, if he or she determines that extreme winds are prevalent which are creating a dust control nuisance which must be abated immediately.

(2) In such instances, a one-day permit may be arranged through the Director. The permit will expire at the end of the work day, and usage of potable-quality water will be billed at the per day permit fee, plus actual water consumption, plus an administrative fee.”

AGENDA ITEM 6

REQUEST

RECEIVE REPORT REGARDING INCENTIVES TO ENCOURAGE EXECUTIVE EMPLOYEES WORKING FOR THE CITY OF TRACY TO LIVE IN TRACY AND PROVIDE DIRECTION

EXECUTIVE SUMMARY

City Council requested that staff research potential city-provided incentives that would encourage executive staff (Department Heads) to reside in Tracy. Staff reached out to several nearby cities to see whether they offered any incentives to their executive staff to encourage them to own homes in the cities in which they worked.

DISCUSSION

Staff contacted a number of nearby cities including Antioch, Brentwood, Concord, Livermore, Lodi, Manteca, Modesto, Pleasanton, and Stockton, which is also the group of cities that are surveyed for wage studies for Tracy's non-sworn employees. Of these, five had offered moving expenses in the recent past. Four of these actually had a policy which allowed for moving expenses at a set amount. One offered moving expenses, but only as a reimbursement if requested by the executive, which had been granted on two occasions, with the amount varying by how far away the employee had moved from. The highest amount granted was \$5,000 to an executive who was hired from the East Coast. One other agency answered that moving expenses "might" have been granted in the past, but they did not remember any specific occasion and it was not a policy of the City to do so. The City of Concord is the most generous and offered a package to executive employees coming from outside the area which included home finding assistance, 30 days of temporary housing and relocation expenses, as long as the total cost for these items did not exceed 20% of gross salary. The City of Stockton pays for moving expenses for Department Heads; however the new employee must follow the City's purchasing policy and must get bids for moving companies if they wanted to have the City pay their moving expenses. No other types of incentives had been offered by any of these agencies, nor did any of the agencies know of any other cities offering any other incentives such as home loans or down payment assistance.

Based on staff's research, other cities are not doing anything to encourage home ownership other than moving expenses. Currently, the Department Head Compensation Plan does not address this issue. As a "catch all" however, it states that "Department Heads shall receive benefits based on the maximum granted to represented and unrepresented employees, or other reasonable basis, as determined by the City Manager."

A potential creative incentive would be to reimburse the City share of property taxes to the employee which would result in an additional payment to an employee and would be treated like wages. If the City share of the property tax of a \$500,000 home were 10% of the property tax, this could be a reimbursement to the employee of approximately \$500

per year. However, this would differ based on the property tax rate in a given area, which, in Tracy, fluctuates generally between 3% and 15%, which means that different employees would be entitled to different amounts, even with similar homes. As a simpler measure, the City could simply offer a \$1,000 bonus to any executive employee who owns a home in Tracy, which would be much easier to manage and track rather than have to calculate yearly the exact amount of property tax accrued from a particular home in Tracy to the City of Tracy in any given year.

STRATEGIC PLAN

This agenda item addresses Goal 1 of the Governance Strategy to further develop an organization that attracts, motivates, develops and retains a high quality, engaged, informed and high performing workforce.

FISCAL IMPACT

If the City were to provide a \$1,000 yearly stipend to Department Heads who own homes in Tracy, the impact would be, currently, \$1,000 per year as one Department Head now owns a home in Tracy. This would come from the General Fund. This impact could increase depending on how many Department Heads chose to live in Tracy. Other fiscal impacts would accrue from moving expenses, depending, again, on how many Department Heads moved to Tracy. Any reimbursed moving funds would also come from the General Fund.

RECOMMENDATION

It is recommended that the City Council direct that the City Manager implement an incentive program for Department Heads that includes a bonus of \$1,000 per year for Department Heads who own homes in Tracy, (representing an average rebate of property tax normally accruing to the City) and that this incentive be memorialized in the Department Head Compensation Plan, along with a rebate of moving expenses of up to \$5,000, as a one-time payment for Department Heads coming from more than 100 miles away to live in Tracy.

Prepared by: Stephanie Garrabrant-Sierra, Assistant City Manager

Reviewed by: Martha Garcia, Interim Administrative Services Director
Troy Brown, City Manager

Approved by: Troy Brown, City Manager